

2022 ALTERNATIVE PAYMENTS SUBSIDIARY AGREEMENT

THIS AGREEMENT made as of the 1st day of April, 2022,

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA**, as represented by the Minister of
Health

(the “**Government**”)

AND:

ASSOCIATION OF DOCTORS OF BC

(the “**Doctors of BC**”)

AND:

MEDICAL SERVICES COMMISSION

(the “**MSC**”)

WITNESSES THAT WHEREAS:

A. The Doctors of BC, the MSC and the Government have agreed to renew and replace the 2019 PMA, the 2019 General Practitioners Subsidiary Agreement, the 2019 Specialists Subsidiary Agreement, the 2019 Rural Practice Subsidiary Agreement, the 2019 Alternative Payments Subsidiary Agreement, and the 2019 Benefits Subsidiary Agreement;

B. The parties have agreed that this Agreement will constitute the new Alternative Payments Subsidiary Agreement, to take effect as of April 1, 2022; and

C. The parties intend this Agreement to define compensation and the general terms and conditions that will apply to all Salary Agreements, Service Contracts and Sessional Contracts between Physicians and Agencies for Physician Services.

NOW THEREFORE in consideration of the premises and the agreements of the parties as set out herein, the parties agree as follows:

PART 1 - GENERAL MATTERS

ARTICLE 1 - RELATIONSHIP TO THE 2022 PHYSICIAN MASTER AGREEMENT

1.1 This Agreement is one of the Physician Master Subsidiary Agreements under the 2022 Physician Master Agreement and is subject to its terms and conditions.

ARTICLE 2 - DEFINITIONS AND INTERPRETATION

2.1 Words used in this Agreement that are defined in the 2022 Physician Master Agreement have the same meaning as in the 2022 Physician Master Agreement unless otherwise defined in this Agreement.

2.2 “**After-Hours**” means Physician Services provided by Physicians on evenings, nights, weekends, and holidays, defined as follows:

- (a) Evenings: 1800 to 2300 hours;
- (b) Nights: 2300 to 0800 hours; and
- (c) Weekends/Holidays: 0800 to 2300 hours.

2.3 “**After-Hours Premiums**” means an additional payment to Physicians (in addition to payment for Physician Services under a Service Contract or Salary Agreement) for each additional hour of Physician Services provided After-Hours in-person at an Agency facility as follows:

- (a) Evenings: \$25 per hour;
- (b) Nights: \$35 per hour; and
- (c) Weekends/Holidays: \$25 per hour.

The requirement to attend in-person at an Agency facility does not apply to Physicians providing Physician Services under a Service Contract or Salary Agreement where such Physician Services are exclusively virtual in nature.

2.4 “**this Agreement**” means this document including the Schedules, as amended from time to time as provided herein.

2.5 “**General Practice Services**” means Physician Services generally recognized as being within the practice scope of a General Practitioner.

2.6 “**Physician**” means a medical practitioner who is and remains a member in good standing of the College of Physicians and Surgeons of British Columbia, whose services require them to have a medical degree and who is not providing exclusively administrative services, but does not include any member who is an undergraduate or an intern, resident, clinical fellow or clinical trainee in a postgraduate training program.

2.7 “**2022 Physician Master Agreement**” means the agreement titled “2022 Physician Master Agreement” among the Government, the Doctors of BC, and the MSC, dated April 1, 2022.

2.8 “**Physician Placement System**” has the meaning given in section 12.6.

2.9 “**Physician Services**” means clinical and related teaching, research and clinical administrative services provided by Physicians.

2.10 “**Salary Agreement Full Time Equivalent**” means 1957.5 paid hours of employment per year for a Physician employed under a Salary Agreement.

2.11 “**Specialist Services**” means Physician Services generally recognized as requiring Specialist Physician expertise.

2.12 “**Template Service Contract**” means a Service Contract in the form(s) attached as Schedule E to this Agreement.

2.13 “**Template Sessional Contract**” means a Sessional Contract in the form(s) attached as Schedule F to this Agreement.

2.14 The provisions of sections 1.2 to 1.8 inclusive of the 2022 Physician Master Agreement are hereby incorporated into this Agreement and shall have effect as if expressly set out in this Agreement, except those references in such sections to “this Agreement” shall herein be construed to mean this Agreement.

ARTICLE 3 - TERM

3.1 This Agreement comes into force on April 1, 2022.

3.2 This Agreement shall be for the same term as the 2022 Physician Master Agreement and will be subject to renegotiation and/or termination pursuant to Articles 26 and 27 of the 2022 Physician Master Agreement.

ARTICLE 4 - ALLOCATION COMMITTEE

4.1 By February 1, 2023 the Government and the Doctors of BC shall appoint a temporary committee (“**Allocation Committee**”) in accordance with the provisions of this Article 4, whose role it will be to increase the Salary Agreement Ranges and the Service Contract Ranges by allocating the funding identified in sections 1.1(b), 1.2 (b) and 1.3(b) of Appendix F to the 2022 Physician Master Agreement effective April 1, 2022, April 1, 2023 and April 1, 2024, respectively.

4.2 The Allocation Committee will be composed of an equal number of members appointed by each of the Government and the Doctors of BC. Decisions of the Allocation Committee will be by consensus decision and must be consistent with the provisions of this Agreement and the 2022 Physician Master Agreement. If the Allocation Committee is unable to reach a decision on the distribution of the funding identified in sections 1.1(b), 1.2 (b) and 1.3(b) of Appendix F to

the 2022 Physician Master Agreement by January 31, 2024, the applicable funding will be allocated, subject to the eligibility provisions of this Agreement, on the basis of an equal annual dollar increase per FTE to all Service Contract and Salary Agreement Rates and Ranges effective April 1 of the Fiscal Year for which the funding is allocated.

4.3 The Government and the Doctors of BC will each bear the costs of their own respective participation on the Allocation Committee.

4.4 The Allocation Committee will make a single decision that will apply to the 2022/23, 2023/24, and 2024/25 Fiscal Years.

4.5 The cost of the increases to the Salary Agreement Ranges and Rates and Service Contract Ranges and Rates for each of the 2022/23, 2023/24, and 2024/25 Fiscal Years will be based on the FTE distribution of Physicians on Service Contracts and Salary Agreements in Fiscal Year 2022/23 and will include the associated incremental RRP cost increases and the associated incremental benefit cost increases for salaried Physicians in Fiscal Year 2022/23.

4.6 The Government will provide the Allocation Committee with the 2022/23 FTE distribution information by June 1, 2023.

4.7 The Allocation Committee will consider income disparity between practice categories and will not consider any allocations made in the 2019 Physician Master Agreement or in subsequent Physician Master Agreements to address After-Hours work when allocating the funding in sections 1.1(b), 1.2 (b) and 1.3(b) of Appendix F to the 2022 Physician Master Agreement among the Service Contract Ranges and among the Salary Agreement Ranges.

4.8 Schedule A and Schedule B of this Agreement will be revised to reflect the increased Salary Agreement Ranges and the increased Service Contract Ranges for the applicable Fiscal Years upon being confirmed as final by the Allocation Committee. In each case, affected physicians under existing Service Contracts and Salary Agreements will be placed within the applicable amended Service Contract Range or Salary Agreement Range at the same level as their current placement (e.g. range minimum, mid-range, or range maximum).

ARTICLE 5 –PHYSICIAN WORKLOAD

5.1 In order to fund additional full time equivalents of Physician Services (the “**FTEs**”) to address workload pressures of Physicians on Service Contracts or Salary Agreements, the Government will, for each Fiscal Year of this Agreement, increase the provincial budget for Service Contracts and Salary Agreements in effect at the end of the preceding Fiscal Year by allocating the following amounts:

- (a) \$53.75 million effective April 1, 2023; and
- (b) \$28 million effective April 1, 2024.

The Government will also make an additional \$47 million available for allocation effective April 1, 2023. The Government will determine, at its discretion, the portion of the \$47 million that will

be allocated in the 2023/24 Fiscal Year and the portion that will be allocated in the 2024/25 Fiscal Year, following assessment of the proposals submitted under the process set out in section 5.3. If, in any Fiscal Year of this Agreement, the total funding request in the combined proposals submitted to Government under the process set out in section 5.3 is less than the amounts allocated pursuant to this section 5.1, the Government may use the difference to establish, at its discretion, new Alternative Payment Arrangements.

5.2 At the end of the 2023/24 and 2024/25 Fiscal Years of this Agreement, the Government will report to the Doctors of BC expenditures for additional FTEs allocated in those Fiscal Years at the level of individual or group Service Contracts and Salary Agreements.

5.3 The funding process for additional FTEs will be as follows:

- (a) Physician(s) providing services under Service Contracts or Salary Agreements who experience significant and sustained growth in workload may submit a proposal to the relevant Agency to request new funding for additional FTEs (in whole or in part) prior to January 15, 2023 for funding in Fiscal Year 2023/24, and prior to November 30, 2023 for funding in Fiscal Year 2024/25.
- (b) Physician proposals will be in a standardized template developed by Government, which, among other things, will require Physician(s) to submit objective, reliable data regarding physician workload.
- (c) Following receipt of a proposal from Physician(s) for additional funding, the Agency and Physician(s) will meet to review the proposal. The Agency may provide any other relevant data not contained in the Physician(s)' proposal and may identify solutions other than additional FTEs to address growth in physician workload. The Agency and Physician(s) will attempt to reach agreement on whether there is a physician workload problem that should be addressed by additional FTEs.
- (d) By March 15, 2023 for Fiscal Year 2023/24 and by January 31, 2024 for Fiscal Year 2024/25, the Agency will submit to Government the Physician(s)' proposal(s) for funding for additional FTEs, indicating whether or not the Agency supports the proposal and, if it does not support the proposal, the reasons why.
- (e) Within six weeks of the deadline for submission to the Government of all proposals for funding for additional FTEs, Government will consult with a Workload Advisory Committee comprised of four physicians appointed by the Doctors of BC to review and assess the proposals.
- (f) In assessing the proposals for funding for additional FTEs, the Government will consider the growth in hours, volume, complexity of services and/or other measures of workload and will not deny any proposals on the basis that hours of services have not exceeded the FTE.

- (g) Within six weeks of the first meeting between the Government and the Workload Advisory Committee, the Government will report to the Doctors of BC the budget commitments/allocations at the level of individual or group Service Contract and Salary Agreements and, for the initial allocation in 2023, what portion of the additional \$47 million was allocated and what portion remains for Fiscal Year 2024/25.
- (h) Where the allocation is to support additional FTEs under a group Service Contract, funding for the additional FTEs will be made available under the same terms and conditions as the existing group Service Contract. Any renewal negotiations will occur independently of and subsequent to the allocation of the additional FTEs.
- (i) Where the allocation is to support additional FTEs under individual Service Contracts and there is urgent need for additional Physician Services, Physician(s) and the Agency may agree to temporarily amend existing Service Contracts or offer new Service Contracts to existing Physician(s), on a temporary basis pending recruitment of new Physician(s).
- (j) The Government will provide the Physician(s) with reasons where a proposal submitted in accordance with section 5.3 is not approved.

5.4 The Government and Doctors of BC will continue the Provincial Workload Measures Working Group (“**PWMWG**”) composed of four members appointed by the Government/Health Authorities and four members appointed by the Doctors of to collaboratively develop a non-exhaustive list of standardized provincial workload measures by Practice Category/Clinical Service Area (“**Provincial Workload Measures**”). In this regard, a “**Workload Measure**” is defined as a tool to identify relevant information for the review of physician workload. The PWMWG will submit a work plan to the Physician Services Committee on an annual basis and will submit regular reports on progress at the request of the Physician Services Committee.

5.5 The Government and the Doctors of BC will add a new Appendix to the Template Service Contracts and the Standard Terms and Conditions of Employment Under Salary Agreements set out in Schedules D and E, respectively, to this Agreement titled “Workload Measures” (the “**WL Appendix**”), and the Government and the Doctors of BC agree that:

- (a) The Agency and Physician(s) must expressly include one to three relevant Workload Measure(s), which may include Provincial Workload Measures (if there are applicable Provincial Workload Measures) in the WL Appendix by agreement. In the event that the parties are unable to reach agreement on such workload measures, applicable Provincial Workload Measures will be added to the WL Appendix, and if there are no applicable Provincial Workload Measures, the parties will refer the matter to the Trouble Shooter for non-binding recommendations.
- (b) The WL Appendix will provide that Workload Measure(s) included in the WL Appendix:

- (i) provide the Agency and the Physician(s) with a tool through which to inform discussion and identify relevant information for the review of physician workload;
 - (ii) may, and are expected to, change over time;
 - (iii) do not preclude an Agency and/or the Physician(s) from considering or discussing any other workload data or workload measure(s) in the assessment of physician workload;
 - (iv) do not preclude or supersede the use of any existing or future workload models used for staffing or resource allocation; and
 - (v) do not create any contractual obligations on the Agency or the Physician(s).
- (c) To support consistency in the identification of workload measure(s) in the WL Appendix, the Government and Doctors of BC agree that Physicians will be encouraged to work together in circumstances where there are multiple individual Service Contracts or Salary Agreements for similar Physician Services with the same Health Authority.
- (d) For greater clarity, nothing in this section 5.5 precludes local parties from agreeing to more than 1-3 Workload Measure(s) or agreeing to Workload Measure(s) in Service Contracts and/or Salary Agreements prior to the addition of the WL Appendix.

5.6 The Government and the Doctors of BC shall continue the temporary committee called the “Provincial Laboratory Physician Workload Model Committee” (the “LPWMC”). The LPWMC shall be composed of four members appointed by the Government and four members appointed by the Doctors of BC. The LPWMC shall be co-chaired by one committee member chosen by the Government members and one committee member chosen by the Doctors of BC members.

5.7 Decisions of the LPWMC shall be by consensus decision.

5.8 The LPWMC will have the following mandate:

- (a) to determine how the anatomical pathology workload model will be used in or related to local laboratory physician contracts;
- (b) to continue development and validation of a clinical pathology workload model; and
- (c) to determine how the clinical pathology workload model will be used in or related to local laboratory physician compensation contracts.

5.9 The LPWMC shall determine its own procedures and timelines.

5.10 Recognizing that work on the clinical pathology model is still in its early stages, the Government and Doctors of BC agree that the Physician Services Committee will consider the LPWMC's decisions on the anatomical pathology workload model as soon as possible.

ARTICLE 6 - COMPENSATION ENTITLEMENT

6.1 Subject to sections 6.2 and 6.3 of this Agreement, Physicians providing Physician Services under the terms of a Salary Agreement or Service Contract or during the time for which they are paid in accordance with a Sessional Contract, are not entitled to any additional compensation for those Physician Services and may not be paid Fees or any other fees for those Physician Services.

6.2 Physicians paid pursuant to a Salary Agreement, a Service Contract or a Sessional Contract will be entitled to receive:

- (a) additional compensation under the Rural Practice Subsidiary Agreement; and
- (b) additional compensation under the 2022 Physician Master Agreement, the Family Practice Subsidiary Agreement or the Specialists Subsidiary Agreement;

where eligible under those agreements and all applicable eligibility criteria.

6.3 Physicians on Service Contracts or Sessional Contracts are entitled to participate in the Benefit Plans as defined and described in the Benefits Subsidiary Agreement, subject to the terms of the Benefits Subsidiary Agreement and the Benefit Plans.

ARTICLE 7 - COMPENSATION ADMINISTRATION

7.1 Physicians providing Specialist Services who are registered to provide Specialist Services with the College of Physicians and Surgeons of British Columbia but who do not hold certification or fellowship with the Royal College of Physicians and Surgeons of Canada, will, subject to agreement of the Physician Services Committee, be paid at the appropriate Sessional Contract Rate or on the appropriate Salary Agreement Range or Service Contract Range for the practice category for such Specialist Services. Pending that agreement of the Physician Services Committee, the Physician may be so paid for a period of up to six months. A Physician being paid under a Service Contract or a Salary Agreement pursuant to this section 7.1 will normally be placed at the minimum rate on the appropriate range unless the Physician Services Committee approves placement elsewhere on the range.

7.2 The Community Medicine/Public Health Areas A-D practice categories in Schedules A and B include Physicians who practice Community Medicine and are not classified in another medical group, including Medical Health Officers, Community Medicine Consultants and First Nations Medical/Public Health Advisors. Physicians will be assigned to one of the Community Medicine/Public Health Areas A-D practice categories on Schedule A and Schedule B in accordance with Schedule G.

7.3 Physicians who are currently being paid under a Salary Agreement or a Service Contract at an annual rate that is above the range maximum on the Salary Agreement Range or Service Contract Range for their practice category will receive the applicable compensation increases described at sections 1.1 (a)(v), 1.2(a)(iv), and 1.3(a)(iv) of Appendix F to the 2022 Physician Master Agreement. Physicians who are currently being paid under a Salary Agreement or a Service Contract at an annual rate that is above the range maximum on the Salary Agreement Range or Service Contract Range for their practice category will not have their annual rate decreased as a result of the application of Schedule A or Schedule B, whichever is applicable, and will only receive compensation increases that are identified in sections 1.1(b), 1.2(b), and 1.3(b) of Appendix F to the 2022 Physician Master Agreement to the extent that their resulting compensation is within the then current applicable Salary Agreement Range or Service Contract Range.

7.4 Where Schedule A or Schedule B does not list a Salary Agreement Range or a Service Contract Range for a particular practice category, the Physician Services Committee will determine an appropriate range.

ARTICLE 8 - RELATIONSHIP WITH CONTRACTING AGENCIES

8.1 All Salary Agreements, Service Contracts and Sessional Contracts must be signed by the Physician or group of Physicians and the Agency, and the parties to such contracts shall exchange executed copies.

8.2 Subject to this Agreement, the Agency retains authority to negotiate with Physicians how Physician Services are to be delivered and what compensation is to be provided under a Salary Agreement, a Service Contract or Sessional Contract.

8.3 Except for the indemnity at section 4.6 of the Individual Template Service Contract and Individual Template Sessional Contract and section 4.7 of the Group Template Service Contract and the Group Template Sessional Contract, Alternative Payment Arrangements must not contain provisions requiring either the Physician or the Agency to indemnify the other in the event of a claim by a third party. For greater clarity, this clause is not intended to abrogate the common law rights of parties to an Alternative Payment Arrangement to claim indemnification from any other party.

8.4 Subject to sections 8.5 and 8.6, all Service Contracts and Sessional Contracts must be in the forms for each set out in Schedules E and F to this Agreement.

8.5 The parties to a Service Contract or a Sessional Contract may agree to contractual provisions that are in addition to those found in Schedules E and F to this Agreement provided that these additional provisions are not inconsistent with the spirit and intent of this Agreement.

8.6 The Template Service Contracts and the Template Sessional Contracts may be amended to reflect the legal status of the parties to the contract and the number of parties to the contract.

PART 2- PHYSICIANS EMPLOYED UNDER SALARY AGREEMENTS

ARTICLE 9 - COMPENSATION AND HOURS OF WORK

9.1 Physicians employed under Salary Agreements will be compensated within the Salary Agreement Range for the applicable practice category.

9.2 Physicians working less than a Salary Agreement Full Time Equivalent will receive a proportionate amount of compensation.

9.3 Annual salaries of Physicians under Salary Agreements include payment for time spent providing ongoing responsibility for patients and any necessary referred emergency and non-elective services.

9.4 When a Physician is initially employed by an Agency under a Salary Agreement, the Physician's annual salary on the Salary Agreement Range for the applicable practice category will be the subject of an agreement between the Agency and the Physician and reflected in the offer of employment. Thereafter, annual in-range movement on the Salary Agreement Range will be on the same basis as senior management employees of the Agency, provided that no such movement shall result in any Physician's annual salary exceeding the range maximum on the Salary Agreement Range for the applicable practice category.

9.5 Effective April 1, 2023, to claim After-Hours Premiums, all Physicians under Salary Agreements must report to the Agency all hours of Physician Services provided After-Hours together with the date, name of the Agency facility where the Physician Services were provided, and the start and stop times, rounded to the nearest 15 minutes.

ARTICLE 10 - STANDARD TERMS AND CONDITIONS OF EMPLOYMENT UNDER SALARY AGREEMENTS

10.1 All Salary Agreements include and shall be deemed to include the standard terms and conditions of employment set out in Schedule D except in the case of Salary Agreements entered into before November 4, 2002 that reflect comparable practices. The Agency must provide the Physician with a copy of the applicable terms and conditions of employment.

10.2 The Agency retains full authority to direct the operations of its services, subject to this Agreement and the Physician's right to professional autonomy.

10.3 Notwithstanding section 10.1, terms regarding severance and current levels of support, office space, supplies and professional development entitlement and support in agreements between Physicians and Agencies in place on November 4, 2002 shall be maintained for twelve months from the date of written notice of a change to such term(s) being provided to the Physician.

10.4 Severance entitlements under all Salary Agreements must conform to the Employment Termination Standards established for the purposes of section 14.4 of the *Public Sector Employers Act* and amendments thereto.

ARTICLE 11 - BENEFITS, VACATION AND EXPENSES

11.1 Physicians employed under Salary Agreements will receive their benefits through the Agency that is their employer and, with the exception of the Physician Health Program, are not entitled to participate in the Benefit Plans as defined and described in the Benefits Subsidiary Agreement, unless otherwise specified in the Benefits Subsidiary Agreement.

11.2 Physicians employed under Salary Agreements are entitled to benefits and vacation at the same level and under the same terms as those provided to the senior management employees of the Agency that is their employer. In addition, the following will apply to Physicians employed under Salary Agreements:

- (a) reimbursement for the cost of annual dues of the College of Physicians and Surgeons of British Columbia and, where such membership is a requirement of employment, the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada;
- (b) reimbursement for other approved professional fees to the maximum permitted by existing employer policies;
- (c) reimbursement for the annual dues or premiums, as applicable, for membership in the Canadian Medical Protective Association or coverage under a comparable professional/malpractice liability insurance plan;
- (d) a minimum of five days each year with pay for participation in Continuing Medical Education; and
- (e) reimbursement for Continuing Medical Education expenditures which, at a minimum, will be equivalent to that available under the Benefits Subsidiary Agreement.

11.3 In no case will a Physician's vacation, benefits, Continuing Medical Education, professional costs and fees, under an existing Salary Agreement be diminished as result of this Agreement.

11.4 Notwithstanding the employer's vacation policy, if a Physician employed under a Salary Agreement is not permitted by their employer to take any or all of their vacation entitlement, then the Physician may:

- (a) be paid out for the unused vacation days in the form of a lump sum cash payment in the employment year immediately following the employment year to which the unused vacation days are attributable;
- (b) carry forward the unused vacation days and use them for vacation leave in the employment year immediately following the employment year to which the unused vacation days are attributable; or

- (c) in the employment year immediately following the employment year to which the unused vacation leave is attributable, choose in part, to be paid out under section 11.4(a) and, in part, to use them for vacation leave under section 11.4(b).

PART 3 – PHYSICIAN SERVICES PROVIDED UNDER A SERVICE CONTRACT

ARTICLE 12 - COMPENSATION AND HOURS OF SERVICE

12.1 Physicians providing Physician Services under Service Contracts will be compensated within the Service Contract Range for the applicable practice category.

12.2 Subject to section 12.7, Physicians shall provide a minimum of 1680 hours to a maximum of 2400 hours of Physician Services per year in order to receive an annual rate on the Service Contract Range, and such number of hours will constitute one full time equivalent for the purposes of this Article 12. The parties recognize that many Physicians must work hours in addition to their contract hours, providing ongoing responsibility for patients and any necessary referred emergency and non-elective services.

12.3 Parties to intended Service Contracts must attempt to reach agreement on the number of hours per year, between 1680 and 2400 hours, that will constitute a full time equivalent under the Service Contracts, and the following shall apply:

- (a) the parties may agree to a range of hours to address uncertainty in the expected number of hours per year;
- (b) if the parties are unable to reach agreement on the number of hours or a range of hours per year, between 1680 and 2400 hours, that will constitute a full time equivalent under the Service Contract to meet the deliverables required by the Agency, a party may request, through the Doctors of BC and the Government, the use of the Trouble Shooter by providing a written notice to the other party that includes an initial summary of facts/information upon which they rely; an outline of their arguments including as to how the facts and information support their position on the appropriate FTE, and the FTE definition sought;
- (c) within 30 days of receipt of the notice described in section 12.3(a), the other party will submit a reply to the party that submitted the notice and the Joint Agreement Administration Group;
- (d) 45 days following the notice described in section 12.3(a), or a longer period determined by the Joint Agreement Administration Group, if the parties have not reached an agreement on what will constitute a full time equivalent under the Service Contract, either the Doctors of BC or the Government may request the Trouble Shooter to assist in resolving the disagreement and will provide the Trouble Shooter with copies of the notice and reply. The Trouble Shooter will then commence a fact-finding review and issue recommendations, consistent with section 12.2, to the Joint Agreement Administration Group and the local parties, and such recommendations will be treated by the Doctors of BC, the Government,

and the local parties as confidential unless otherwise agreed by the Joint Agreement Administration Group;

- (e) in arriving at a recommendation, the Trouble Shooter will consider the annual hours of work reported in the most recent National Physician Survey, the conditions under which the Physician Services have been provided previously, and the hours of work for Physician Services under Service Contracts, Sessional Contracts and fee for service arrangements in British Columbia and other jurisdictions, and any additional information the Trouble Shooter determines is relevant and appropriate to the fact finding review. The Trouble Shooter will determine the weight to be given to each category of information considered, and may give no weight to a particular category; and
- (f) the local parties may agree at any time to be bound by recommendations made by the Trouble Shooter, subject to section 20.2 of the 2022 Physician Master Agreement.

12.4 Physicians providing less than the hours of service per year required for a full time equivalent under any Service Contract will receive a proportionate amount of the compensation required for a full time equivalent under such Service Contract.

12.5 The Service Contract Range for emergency medicine is based on a maximum of 1680 hours of emergency medicine Physician Services per year including time spent providing indirect patient care at the beginning and end of each scheduled shift.

12.6 The Doctors of BC and the Government have developed criteria for range placement (the “**Physician Placement System**”), to be applied in determining Service Contract Range placement for Physicians providing Physician Services under Service Contracts.

12.7 Subject to section 12.9, in the case of a Service Contract for a group of Physicians, the rate for determining the financial value of the Service Contract shall be either:

- (a) the composite rate on the Service Contract Range for the applicable practice category derived from the application of the Physician Placement System to each Physician in the group; or
- (b) the rate equal to 95% of the maximum rate on the Service Contract Range for the applicable practice category;

as selected by the Physician group. The Physician group is bound by the option it selects.

12.8 In the case of any Service Contract for a group of Physicians, the Physician group will, within the total financial value of the Service Contract, determine rates of compensation for the individual Physicians in the group that the group deems appropriate (e.g. time of day, weekends, amount of time worked by an individual Physician).

12.9 A Physician or Physician group providing Physician Services under a Service Contract in existence as at March 31, 2022 may, upon renewals of that Service Contract, for the purposes of

establishing a rate for determining the financial value of a renewal of the Service Contract, instead of selecting a rate as provided in section 12.7, select a rate equal to the lesser of:

- (a) the maximum rate on the Service Contract Range for the applicable practice category; and
- (b) the rate determined according to the following formula:

$$x = [(A \div B) \div C] \times D$$

where:

- x = the rate;
- A = the financial value of the expiring Service Contract;
- B = the number of full time equivalents for the expiring Service Contract;
- C = the maximum rate on the Service Contract Range for the applicable practice category at the time the expiry of the Service Contract; and
- D = the maximum rate on the Service Contract Range for the applicable practice category at the time of renewal of the Service Contract.

12.10 Any dispute between an Agency and a Physician or group of Physicians as to the proper application of the Physician Placement System to the Physician or group of Physicians (a “**Local Range Placement Dispute**”) will be resolved pursuant to the provisions of Articles 20, 21 and 22 of the 2022 Physician Master Agreement applicable to Local Range Placement Disputes.

12.11 All Service Contracts must include clear and specific provisions that identify the respective responsibilities of the Agency and the Physician or Physician group regarding the provision of support, technology, materials and supplies.

12.12 All Service Contracts must contain a comprehensive description of the Physician Services to be provided to the Agency.

12.13 Upon renewal or establishment of Service Contracts, all Service Contracts will:

- (a) Require daily hours reporting including start and stop times and the location of the Physician Services, as follows:
 - (i) Location will be either “on-site” or “off-site” (the Physician or group of Physicians and the Agency will agree to what locations are considered “on site”).
 - (ii) For scheduled Physician Services, report daily start and stop times rounded to the nearest 15 minutes, with additional start and stop times

required if needed to report blocks of Physician Services separated by periods longer than 30 minutes.

- (iii) For unscheduled Physician Services, report total daily hours rounded to the nearest 15 minutes.
 - (iv) Effective April 1, 2023, to claim After-Hours Premiums, report all hours of Physician Services (scheduled or unscheduled) provided After-Hours, together with the date, name of the Agency facility where the Physician Services were provided, and the start and stop times rounded to the nearest 15 minutes.
 - (v) On any days where a Physician provides Physician Services under a Service Contract and also provides any services outside the scope of the Service Contract on a fee-for-service basis on the same day, the Physician will report start and stop times for both scheduled and unscheduled Physician Services, and will also, whether or not required by MSP or other paying agency, enter start and stop times and an appropriate location code for the fee-for-service patient encounter(s).
- (b) The requirements set out in (a) above will not result in a reduction in any reporting, including hours reporting, already being provided under a Service Contract. The Physician or group of Physicians and the Agency may agree to more detailed hours reporting than what is required in (a).

PART 4- PHYSICIAN SERVICES PROVIDED UNDER A SESSIONAL CONTRACT

ARTICLE 13 - COMPENSATION

13.1 Compensation for Physicians (including forensic practitioners) providing Physician Services under Sessional Contracts will be based on the applicable rate set out in Schedule C.

13.2 A session, for the purposes of a Sessional Contract, is 3.5 hours of Physician Services. A session may be an accumulation of lesser time intervals adding up to 3.5 hours. Smaller amounts of time not adding up to a full session will be recognized provided, however, that payment will not be made until such smaller amounts of time have accumulated to at least a quarter of an hour.

13.3 The hourly rate of payment for sessional time will be determined by dividing the appropriate sessional rate set out in Schedule C by 3.5 hours.

13.4 A Physician who is a party to a Sessional Contract with an Agency and who is called in by the Agency to provide a Physician Service will be compensated for the Physician Service provided at the Physician's hourly rate under the Sessional Contract, which payment will be for a minimum of one hour; such payment to be in addition to any payment the Physician is entitled to under a MOCAP Contract.

13.5 Travel expenses related to Physician Services performed by forensic practitioners under a Sessional Contract will be in accordance with the rates established for “Group 2” (public service) employees.

13.6 Required travel rates and related billing guidelines for forensic practitioners will be in accordance with the Medical Expert Witness Billing Fees and Guidelines, as amended from time to time.

ARTICLE 14 - DISPUTE RESOLUTION

14.1 Disputes as to the interpretation, application, operation or alleged breach of this Agreement are Provincial Disputes and will be resolved in accordance with the provisions of Articles 20, 21 and 22 of the 2022 Physician Master Agreement applicable to Provincial Disputes.

IN WITNESS WHEREOF the parties have executed this Agreement by or in the presence of their respective duly authorized signatories as of the 1st day of April, 2022.

SIGNED, SEALED & DELIVERED on)
behalf of HIS MAJESTY THE KING IN)
RIGHT OF THE PROVINCE OF)
BRITISH COLUMBIA, by the Minister)
of Health or their duly authorized)
representative:)

Signature of Authorized Signatory

Name

Position

THE CORPORATE SEAL of the)
ASSOCIATION OF DOCTORS OF BC)
was hereunto affixed in the presence of:)

C/S

Signature of Authorized Signatory

Name

Position

MEDICAL SERVICES COMMISSION

Per: _____
Authorized Signatory

Name

Position

Schedule “A” to the Alternative Payments Subsidiary Agreement

2021/22 Salary Agreement Ranges based on the Consensus Decision of the Allocation Committee effective April 1, 2019, to be increased by an average of 3.0% over those in effect on March 31, 2022, an average of 2.0% over those in effect as of March 31, 2023 and an average of 1.0% over those in effect as of March 31, 2024, with the increases applied on an equal dollar per FTE basis in accordance with Appendix F to the 2022 Physician Master Agreement. In addition, the Salary Agreement Ranges are to be adjusted by the Allocation Committee in accordance with Appendix F to the 2022 Physician Master Agreement.

PRACTICE CATEGORY	Minimum	Maximum
General Practice - Defined Scope B	186,686	233,357
General Practice - Defined Scope A	207,118	258,898
General Practice - Full Scope (Non-JSC Community)	218,022	272,527
General Practice - Full Scope (Rural) – Area A	237,993	297,491
General Practice - Full Scope (Rural) – Area B	228,152	285,190
General Practice - Full Scope (Rural) – Area C	221,862	277,327
Hospitalists	209,021	261,276
Community Medicine/Public Health Area A	177,636	222,045
Community Medicine/Public Health Area B	192,592	240,740
Community Medicine/Public Health Area C	225,882	282,352
Community Medicine/Public Health Area D	239,318	299,148
General Paediatrics (Defined Scope)	235,031	293,789
General Paediatrics	245,298	306,622
Psychiatry	242,610	303,263
Forensic Psychiatry	250,234	312,792
Physical Medicine	237,716	297,145
Neurology	266,706	333,383
Dermatology	256,141	320,176
Internal Medicine	242,610	303,263
Medical Genetics	256,141	320,176
Sub-specialty Paediatrics	256,141	320,176
Sub-specialty Internal Medicine	256,141	320,176
Anaesthesia	268,750	335,938
Critical Care	284,867	356,084
Critical Care (Pediatrics) at BCCH/BCWH	314,388	392,985
Haematology/Oncology	294,063	367,579
Medical Oncology	294,063	367,579
Radiation Oncology	294,063	367,579
Laboratory Medicine	274,626	343,283
Radiology	294,063	367,579
Pediatric Radiology	328,129	410,161
Nuclear Medicine	301,156	376,445
Otolaryngology	268,750	335,938
Orthopaedic Surgery	268,750	335,938
Urology	271,438	339,297

Ophthalmology	268,750	335,938
Plastic Surgery	268,750	335,938
Plastic Surgery at VGH/SPH	389,236	486,545
Obstetrics/Gynecology	278,566	348,207
General Surgery	268,750	335,938
Gynecological Oncology	311,801	389,751
Maternal Fetal Medicine	314,488	393,110
General Surgical Oncology	311,801	389,751
Orthopaedic Surgery (Enhanced Scope)	355,167	443,959
Neurosurgery	355,167	443,959
Vascular Surgery	365,563	456,954
Cardiac Surgery	360,534	450,668
Thoracic Surgery	472,198	590,248
Emergency Medicine (Non-Hospital Based)	196,994	246,243
Emergency Medicine Area A	261,037	293,447
Emergency Medicine Area B	293,447	326,296

For specific and representative assignment to Practice Categories, see the Consensus Decision of the Allocation Committee effective April 1, 2019 related to the assignment to Practice Categories.

Schedule “B” to the Alternative Payments Subsidiary Agreement

2021/2022 Service Contract Ranges based on the Consensus Decision of the Allocation Committee effective April 1, 2019, to be increased by an average of 3.0% over those in effect on March 31, 2022, an average of 2.0% over those in effect as of March 31, 2023 and an average of 1.0% over those in effect as of March 31, 2024, with the increases applied on an equal dollar per FTE basis in accordance with Appendix F of the 2022 Physician Master Agreement. In addition, the Service Contract Ranges are to be adjusted by the Allocation Committee in accordance with Appendix F to the 2022 Physician Master Agreement.

These ranges include 12% for benefits. These rates may also be increased by reasonable overhead expenses projected to be incurred by the Physician.

PRACTICE CATEGORY	Minimum	Maximum
General Practice - Defined Scope B	209,088	261,360
General Practice - Defined Scope A	231,973	289,966
General Practice - Full Scope (Non-JSC Community)	244,184	305,230
General Practice - Full Scope (Rural) – Area A	266,552	333,190
General Practice - Full Scope (Rural) – Area B	255,530	319,413
General Practice - Full Scope (Rural) – Area C	248,485	310,606
Hospitalists	234,103	292,629
Community Medicine/Public Health Area A	198,952	248,690
Community Medicine/Public Health Area B	215,703	269,629
Community Medicine/Public Health Area C	252,987	316,234
Community Medicine/Public Health Area D	268,037	335,046
General Paediatrics (Defined Scope)	263,235	329,044
General Paediatrics	274,734	343,417
Psychiatry	271,723	339,654
Forensic Psychiatry	280,262	350,327
Physical Medicine	266,242	332,802
Neurology	298,711	373,389
Dermatology	286,878	358,597
Internal Medicine	271,723	339,654
Medical Genetics	286,878	358,597
Sub-specialty Paediatrics	286,878	358,597
Sub-specialty Internal Medicine	286,878	358,597
Anaesthesia	301,000	376,250
Critical Care	319,051	398,814
Critical Care (Pediatrics) at BCCH/BCWH	352,114	440,143
Haematology/Oncology	329,350	411,688
Medical Oncology	329,350	411,688
Radiation Oncology	329,350	411,688
Laboratory Medicine	307,582	384,477

Radiology	329,350	411,688
Pediatric Radiology	367,504	459,380
Nuclear Medicine	337,294	421,618
Otolaryngology	301,000	376,250
Orthopaedic Surgery	301,000	376,250
Urology	304,010	380,013
Ophthalmology	301,000	376,250
Plastic Surgery	301,000	376,250
Plastic Surgery at VGH/SPH	435,944	544,930
Obstetrics/Gynecology	311,994	389,992
General Surgery	301,000	376,250
Gynecological Oncology	349,217	436,521
Maternal Fetal Medicine	352,226	440,283
General Surgical Oncology	349,217	436,521
Orthopaedic Surgery (Enhanced Scope)	397,787	497,234
Neurosurgery	397,787	497,234
Vascular Surgery	409,430	511,788
Cardiac Surgery	403,798	504,748
Thoracic Surgery	528,862	661,078
Emergency Medicine (Non-Hospital Based)	220,634	275,792
Emergency Medicine Area A	292,361	328,661
Emergency Medicine Area B	328,661	365,451

For specific and representative assignment to Practice Categories, see the Consensus Decision the Allocation Committee effective April 1, 2019 related to the assignment to Practice Categories.

Schedule “C” to the Alternative Payments Subsidiary Agreement

PROVINCIAL SESSIONAL RATES, EFFECTIVE APRIL 1, 2022

The sessional rates effective April 1, 2022 are as follows:

General Practitioners	Specialists
\$527.69	\$622.45

The sessional rates for practitioners providing services to the Forensic Psychiatric Services Commission (and the Maples Adolescent Treatment Centre and Youth Forensic Services, now a part of the Ministry of Children and Family Development) are as follows:

General Practitioners	Specialists
\$572.35	\$881.01

Schedule “D” to the Alternative Payments Subsidiary Agreement

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT UNDER SALARY AGREEMENTS

1. Association of Doctors of BC

- (a) The Physician is entitled, at his or her option, to representation by the Association of Doctors of BC (the “Doctors of BC”) in the discussion or resolution of any issue arising under this Salary Agreement, including without limitation the re-negotiation or termination of this Salary Agreement.

2. Responsibilities and Workload

- (a) The Physician’s responsibilities will be defined and communicated to them by their supervisor. There will be ongoing communication between the Physician and their supervisors regarding the performance of the Services, including issues relating to workload and distribution of clinical, academic and administrative responsibilities. If they are unable to reach agreement on an approach to resolve the concerns in these areas, which may include, temporarily adjusting the service expectations, making operational changes, bringing in alternate providers or locum physicians, or temporarily compensating the Physician for additional hours of Services under this Salary Agreement or a separate agreement, either party may request, through the Doctors of BC or the Government, the use of a Trouble Shooter who will conduct a fact finding review and issue recommendations. If they are unable to reach agreement following the use of a Trouble Shooter, either the Government or the Doctors of BC may refer the matter to the Physician Services Committee as a Local Interest Issue.
- (b) The nature of the Physician’s position requires them to be flexible about hours of work. The Physician is required to be adaptable to a work situation, which may result in working hours other than those considered to be the normal hours of work. The annual salary of the Physician includes payment for additional hours spent providing ongoing responsibility for patients and any necessary referred emergency and non-elective services.
- (c) In order to claim After-Hours Premiums, the Physician must report to the Agency all hours of work provided After-Hours (as defined in the Alternative Payments Subsidiary Agreement), together with the date, name of the Agency facility where the hours of work were provided and the start and stop times, rounded to the nearest 15 minutes.

3. Probation and Termination

- (a) The Physician shall be subject to the Employer’s probation policy applicable to senior management employees, unless the Employer and Physician agree otherwise.

- (b) The Employer may, at any time, terminate the Physician's employment without notice or pay in lieu of notice if the Employer has just cause for termination.
- (c) The Employer may, at any time, terminate the Physician's employment on notice or by making payment in lieu of notice. The amount of notice or payment in lieu of notice afforded by the Employer to the Physician terminated under this provision shall be calculated in accordance with common law and statutory standards, including the Public Sector Employers Act and any applicable regulations.
- (d) Termination of employment by the Physician will require three months' notice, or a shorter period as may be agreed to by the parties.
- (e) On termination of the Physician's employment, the Employer must provide the Physician with the necessary support to abide by all applicable patient notification requirements of the College of Physicians and Surgeons of BC.

4. Fee for Service and Third Party Billings

- (a) Unless specified otherwise, the Physician will not retain fee-for-service billings or receive any other form of remuneration for the services or procedures provided under the terms of this Salary Agreement.
- (b) Where the Available Amount is not a source of funding for this Salary Agreement, the Physician will sign:
 - (i) a waiver in the form attached hereto as Appendix 1A and such other documentation in connection with such waiver as may be reasonably required; or
 - (ii) if the Physician is required to assign to the Employer any and all rights the Physician has to receive third party billings for any of the services or procedures provided under the terms of this Salary Agreement, a waiver and assignment in the form attached hereto as Appendix 1B and such other documentation in connection with such waiver and assignment as may be reasonably required.
- (c) Where the Available Amount is a source of funding for this Salary Agreement, the Physician assigns to the Employer any and all rights he or she may have to receive fee-for-service payments from the Available Amount for any of the services or procedures provided under the terms of this Salary Agreement, and will sign an assignment in the form attached hereto as Appendix 2.
- (d) The Physician shall retain one hundred per cent (100%) of third party billings provided they are not included within the services or procedures provided under the terms of, and do not conflict with the Physician's obligations under, this Salary Agreement. For the purposes of this clause, third party billings include but are not limited to:

- (i) billings for services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (ii) billings for non-insured services, excluding medical/legal services, and
- (iii) billings for services provided to persons who are not beneficiaries under the Medicare Protection Act, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

5. Autonomy

- (a) The Physician will provide the services under this Salary Agreement in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws or rules and regulations that are not inconsistent with, and do not represent a material change to, the terms of this Salary Agreement.
- (b) Subject to section (5)(a), the Physician is entitled to professional autonomy in the provision of the services covered by this Salary Agreement.

6. Locum Coverage

- (a) The Employer, at its sole discretion, shall be responsible for securing the services of a locum in consultation with the Physician.

7. Dispute Resolution

- (a) This Salary Agreement shall be governed by and construed in accordance with the laws of British Columbia.
- (b) All disputes arising out of or in connection with this Salary Agreement that the parties are unable to resolve at the local level, may be referred to mediation on notice by either party to the other, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rules may be amended from time to time, by a sole arbitrator. The place of arbitration will be a location agreed to by the parties in British Columbia and the language of the arbitration will be English.
- (c) Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this section 7 will prevent any party from commencing arbitration at any time to preserve a legal right, including but not limited to relating to a limitation period.

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

8. Licenses & Qualifications

- (a) The Physician is and shall remain a registered member in good standing with the College of Physicians and Surgeons of British Columbia and conduct their practice of medicine consistent with the conditions of such registration.
- (b) The Physician is and shall remain enrolled in the Medical Services Plan.
- (c) If all or some of the services provided under this Agreement are Specialist Services, then the Physician must be and remain registered by the College of Physicians and Surgeons of British Columbia to provide these Specialist Services.
- (d) Where the Employer is subject to the Hospital Act, all Physicians performing Services on behalf of the Employer must first be credentialed and granted privileges by the Employer, and no physician who has not been credentialed or obtained and maintained such privileges, shall be permitted by the Employer to perform the Services.
- (e) All medical services under this Agreement will be provided either directly by the Physician, by a resident under the supervision and responsibility of the Physician, or by a clinical fellow under the supervision and responsibility of the Physician.

9. Third Party Claims

- (a) Each party will provide the other with prompt notice of any action against either or both of them arising out of this Salary Agreement.

10. Medical Liability Protection

- (a) The Physician will obtain and maintain professional malpractice liability protection, at the expense of the Employer, through membership with the Canadian Medical Protective Association or an alternative professional/malpractice protection plan and will be required to provide the Employer with evidence of the required protection on request.

11. Confidentiality

- (a) The Physician and the Employer shall maintain as confidential and not disclose any patient information, except as required or permitted by law.
- (b) The Physician must not, without the prior written consent of the Employer, publish, release or disclose or permit to be published, released, or disclosed before, during the term of this Salary Agreement, or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Salary Agreement unless the publication, release or disclosure is required or permitted by law and is:
 - (i) necessary for the Physician to fulfill their obligations under this Salary Agreement;
 - (ii) made in accordance with the Physician's professional obligations as identified by the College of Physicians and Surgeons of B.C.; or
 - (iii) in reference to the Physician's Salary Agreement.

The Physician will notify the employer prior to the publication, release, or disclosure of information under (i) and (ii) above.

- (c) For the purposes of section 11(b), information shall be deemed to be confidential where all of the following criteria are met:
 - (i) the information is not found in the public domain;
 - (ii) the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgment to be confidential; and
 - (iii) the Employer has maintained adequate internal control to ensure information remained confidential.

12. Conflict of Interest

- (a) During the term of this Salary Agreement, absent the written consent of the Employer, the Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest.
- (b) The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach section 12(a). Should they not be able to resolve the issue, the matter will be dealt with in accordance with section 7 above.

13. Notices

- (a) Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- if mailed by prepaid double registered mail to the addressee’s address listed below, on date of confirmation of delivery; or
 - if delivered by hand to the addressee’s address listed below on the date of such personal delivery.
 - if delivered by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address listed below.

Either party may give notice to the other of a change of address.

Address of the Employer

-
-
-

Address of the Physician

-
-
-

14. Headings

- (a) The headings in this Salary Agreement have been inserted for reference only and in no way define, limit or enlarge the scope of any provision of this Salary Agreement.

15. Enforceability and Severability

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

16. 2022 Physician Master Agreement and Physician Master Subsidiary Agreements

- (a) This Salary Agreement is subject to the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements (as defined in the Physician Master Agreement), and amendments thereto.
- (b) In the event that during the Physician's employment a new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s) come into effect, the parties agree to meet on notice by one party to the other, to re-negotiate and amend the terms of this Salary Agreement to ensure it complies with the new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s).

17. Work Environment:

- (a) The Employer, at its discretion, shall provide the Physician with the facilities, equipment, support and supplies that are reasonably required for the Physician to provide the services covered by this Salary Agreement. If the Physician disagrees with the Employer's decision on these matters they may address them with the Physician Services Committee as a Local Interest Issue.

APPENDIX 1A

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician Name _____

MSP Practitioner Number _____

I acknowledge that the payments paid to me by _____ (the Agency) for the services provided under the terms of the Salary Agreement between us dated _____ (the “**Services**”) are payments in full for those Services, and I will make no other claim for those Services.

I will not retain and hereby waive any and all rights I have to receive any fee for service payments from the Medical Services Plan or third parties with respect to such Services.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here.

Physician’s Signature

Date

APPENDIX 1B

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician Name _____

MSP Practitioner Number _____

I acknowledge that the payments paid to me by _____ (the Agency) for the services provided under the terms of the Salary Agreement between us dated _____ (the “**Services**”) are payments in full for those Services, and I will make no other claim for those Services.

I will not retain and hereby waive any and all rights I have to receive any fee for service payments from the Medical Services Plan with respect to such Services.

I will not retain and hereby assign to the Agency any and all rights I have to receive any payments for any such Services from any third party including but not limited to:

- (a) billings associated with WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for all non-insured Services, excluding medical-legal services, and
- (c) billings for Services provided to persons who are not beneficiaries under the Medicare Protection Act including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

I will execute all documents and provide all information and paperwork not already in the Agency’s possession relating to the Services provided under the terms of the Salary Agreement that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, I will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here.

Physician's Signature

Date

APPENDIX 2

FEE FOR SERVICE AND THIRD PARTY BILLING ASSIGNMENT

Physician Name _____

MSP Practitioner Number _____

I acknowledge that the payments paid to me by _____ (the Agency) for the services provided under the terms of the Salary Agreement between us dated _____ are payments in full for those Services and I will make no other claim for those Services.

I will not retain and hereby assign to the Agency any and all rights I have to receive fee for service payments from the Medical Services Plan and third parties with respect to such Services.

I will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Salary Agreement that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent, (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, I will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here.

Physician's Signature

Date

APPENDIX 3

WORKLOAD MEASURES

The inclusion of one to three Workload Measures, or more by agreement, in this Appendix is mandatory. If the parties are unable to agree to the proposed Workload Measure(s), the Provincial Workload Measure(s) applicable to that Practice Category/Clinical Service Area will be included instead. For clarity, the Agency and the Physician(s) are not precluded from agreeing to include one or more Provincial Workload Measure(s) in combination with one or more other Workload Measure(s). If the parties are unable to agree to the proposed Workload Measure(s) and there are no applicable Provincial Workload Measure(s), the parties will refer the matter to the Trouble Shooter for non-binding recommendations.

Physicians under multiple individual Service Contracts or Salary Agreements for similar Physician Services are encouraged to work together to support consistency in the identification of Workload Measure(s) across those contracts.

1. A “**Workload Measure**” is a tool to identify relevant information for the review of physician workload.
2. The following Workload Measure(s) are included in this Appendix:
 - (a) *[Insert Workload Measure(s) here]*
 - (b) *[Insert Workload Measure(s) here]*
3. For clarity, the Workload Measures included in this Appendix:
 - (a) provide the Agency and the Physician(s) with a tool through which to inform discussion and identify relevant information for the review of physician workload;
 - (b) may, and are expected to, change over time;
 - (c) do not preclude the Agency and/or the Physician(s) from considering or discussing any other workload data or workload measure(s) in the assessment of physician workload;
 - (d) do not preclude or supersede the use of any existing or future workload models used for staffing or resource allocation; and
 - (e) do not create any contractual obligations on the Agency or the Physician(s).
4. The Physician(s) and the Agency will meet *[insert agreed upon timeframe (e.g. quarterly, every 6 months)]* to review any hours reporting and consider the Workload Measures data for the purpose of assessing workload, and where there is an identifiable growth trend, discuss potential solutions, including but not limited to submitting a proposal for workload funding through the provincial workload funding process set out in section 5.3 of the Alternative Payments Subsidiary Agreement.

Schedule “E” to the Alternative Payments Subsidiary Agreement

INDIVIDUAL TEMPLATE SERVICE CONTRACT

BETWEEN:

<name of physician/corporation>

(the “**Physician**”)

AND:

(the “**Agency**”)

WHEREAS the Physician wishes to contract with the Agency and the Agency wishes to contract with the Physician to provide clinical and related teaching, research and clinical administrative services on the terms, conditions and understandings set out in this Service Contract;

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

Article 1: Definitions

1.1 Words used in this Contract, including in the recitals and the Appendices, that are defined in the 2022 Physician Master Agreement or Physician Master Subsidiary Agreements have the same meaning as in the 2022 Physician Master Agreement or the Physician Master Subsidiary Agreements, unless otherwise defined in this Contract. In addition, in this Contract, including the recitals and Appendices, the following definitions apply:

- (a) “**Contract**” or “**Service Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 24.
- (b) “**2022 Physician Master Agreement**” means the agreement titled “2022 Physician Master Agreement” and entered into as of April 1, 2022 among the Government, the Medical Services Commission and the Association of Doctors of BC (“**Doctors of BC**”), as subsequently amended from time to time.
- (c) “**Services**” means clinical and related teaching, research and clinical administrative services, and those Services provided under this Contract are specifically described in Appendix 1, as amended from time to time by written agreement between the Agency and the Physician.

Article 2: Term & Renewal

- 2.1 This Contract will be in effect from <insert date> to <insert date> notwithstanding the date of its execution, unless terminated earlier as provided herein (the “**Term**”).
- 2.2 This Contract may be renewed for such period of time and on the terms as the parties may mutually agree to in writing. If either party wishes to renew this Contract, it must provide written notice to the other party no later than ninety (90) days prior to the end of the Term and, as soon as practical thereafter, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.
- 2.3 Subject to clause 2.4, if both parties agree to renew the Contract the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 2.4 In the event that notice is given by either party in accordance with clause 2.2 above and if a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 3: Termination

- 3.1 Subject to clause 3.2, either party may terminate the Contract without cause upon six (6) months’ written notice to the other party.
- 3.2 Either party may terminate this Contract immediately upon written notice if the other party breaches a fundamental term of this Contract. For clarity, loss of privileges related to the Services provided under this Contract by the Physician is a breach of a fundamental term of this Contract.

Article 4: Relationship of Parties

- 4.1 The Physician is an independent contractor and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract or by the provision of the Services to the Agency by the Physician.
- 4.2 Neither the Physician nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.
- 4.3 If the Physician employs other persons or is a professional medical corporation, the Physician will apply to register with WorkSafeBC and:
 - (a) if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of

whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible, or

- (b) if advised by WorkSafeBC that the Physician is a “worker”, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.
- 4.4 If the Physician purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Physician’s Option), the Physician will provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible.
- 4.5 The Physician must pay any and all payments and/or deductions required to be paid by the Physician, including those required for income tax, Employment Insurance premiums, workers’ compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Physician is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to this Contract.
- 4.6 The Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Physician’s failure to make any payments referred to in clause 4.5.
- 4.7 The indemnity in clause 4.6 survives the expiry or earlier termination of this Contract.

Article 5: Waiver/Assignment

- 5.1 Unless specified otherwise, the Physician must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. The Physician may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:
 - (a) billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
 - (b) billings for non-insured Services, excluding medical/legal services, and
 - (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act*, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

- 5.2 Where the Available Amount is not a source of funding for this Contract, the Physician will sign:
- (a) a waiver in the form attached hereto as Appendix 3A and such other documentation in connection with such waiver as may be reasonably required; or
 - (b) if the Physician is required to assign to the Agency any and all rights the Physician has to receive third party billings for any of the Services provided under the terms of this Contract, a waiver and assignment in the form attached hereto as Appendix 3B and such other documentation in connection with such waiver and assignment as may be reasonably required.
- 5.3 Where the Available Amount is a source of funding for this Contract, the Physician will assign to the Agency any and all rights the Physician has to receive fee-for-service payments from the Available Amount for any of the Services provided under the terms of this Contract and will sign an assignment in the form attached hereto as Appendix 3C and such other documentation in connection with such assignment as may be reasonably required.

Article 6: Autonomy

- 6.1 The Physician will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws, rules, and regulations that are not inconsistent with or represent a material change to the terms of this Contract.
- 6.2 Subject to clause 6.1, the Physician is entitled to professional autonomy in the provision of the Services.

Article 7: Doctors of BC

- 7.1 The Physician is entitled, at the Physician's option, to representation by the Doctors of BC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 8: Dispute Resolution

- 8.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.
- 8.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve informally at the local level, may be referred to mediation on notice by either party to the others, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the

British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rules may be amended from time to time, by a sole arbitrator. The place of arbitration will be _____, British Columbia and the language of the arbitration will be English.

- 8.3 Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 8 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.
- 8.4 The Agency and the Physician must advise the Ministry of Health and the Doctors of BC respectively prior to referring any dispute to arbitration. The Ministry of Health and the Doctors of BC will have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.
- 8.5 Any dispute settlement achieved by the parties, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 9: Service Requirements

- 9.1 The Physician will provide the Services as described in Appendix 1 and will schedule the Physician's availability, as set out in Appendix 1, to reasonably ensure the provision of the Services.
- 9.2 Hours are as agreed upon by the parties at Appendix 1. It is understood that many circumstances require flexibility of hours and the Physician will respond to these needs.
- 9.3 If the Physician is unable to provide the Services under the terms of this Contract on a persistent basis due to significant unanticipated increases in volume or the departure of one or more Physicians, then the parties will meet to discuss and develop an approach to attempt to resolve the concern, which may include, temporarily adjusting the contract deliverables/service expectations, making operational changes, bringing in alternate providers or locum physicians, or temporarily compensating the Physician for additional hours of Services under this Contract or a separate contract. If they are unable to reach an agreement, either party may request, through the Doctors of BC or the Government, the use of a Trouble Shooter who will conduct a fact-finding review and issue recommendations. If they are unable to reach agreement following the use of a Trouble Shooter, either the Doctors of BC or the Government may refer the matter to the Physician Services Committee as a Local Interest Issue.

Article 10: Licenses & Qualifications

- 10.1 During the Term, the Physician will maintain:

- (a) registered membership in good standing with the College of Physicians and Surgeons of British Columbia and will conduct the practice of medicine consistent with the conditions of such registration; and
- (b) all other licences, qualifications, privileges and credentials required to deliver the Services.

10.2 During the Term, it is a fundamental term of the Contract that the Physician maintains enrolment in the Medical Services Plan (MSP).

- (a) For clarity, an order of the Medical Services Commission under section 15(2)(a) of the *Medicare Protection Act* for the duration of that order, is a breach of a fundamental term of this Contract.
- (b) If the Physician is no longer enrolled in MSP or is de-enrolled from MSP, the Physician must immediately notify the Agency of the period of the lack of enrollment or de-enrollment.

10.3 If all or some of the Services provided under this Contract are Specialist Services, as defined in the Alternative Payments Subsidiary Agreement, then the Physician will be and remain registered by the College of Physicians and Surgeons of BC to provide these Specialist Services.

10.4 All medical Services under this Contract will be provided either directly by the Physician, or a resident under the supervision and responsibility of the Physician, or by a clinical fellow under the supervision and responsibility of the Physician.

Article 11: Locum Coverage

11.1 The Physician and the Agency will work together in recruiting and retaining qualified locum physicians when necessary. Locum physicians are subject to the approval of the Agency, whose approval will not be unreasonably withheld

11.2 In circumstances where a locum physician is providing Services and will report their hours under the Contract, the locum physician will be paid from the amounts available to be paid to the Physician under this Contract and the Physician will ensure that locum physicians:

- (a) do not bill FFS for the Services;
- (b) sign a waiver/assignment in the form set out at Appendix 3, and the Physician will provide the waiver/assignment to the Agency prior to the locum physician providing Services under the Contract; and
- (c) provide any reporting as required by the Contract.

11.3 In the event a locum is not available, the Agency and the Physician may agree that the Physician will provide hours of service in excess of the annual hours of service specified at Appendix 1. In this event the parties must agree upon appropriate compensation for the additional hours of service.

Article 12: Subcontracting

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

12.2 The Physician will ensure that any contract between the Physician and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract, including that the subcontractor sign a waiver/assignment in the form set out at Appendix 3. Further, the Physician will provide a copy of that waiver/assignment to the Agency prior to the subcontractor providing any Services under this Contract.

12.3 Prior to subcontracting any of their obligations, the Physician will review the capabilities, knowledge and experience of the potential subcontractor in a manner sufficient to establish that the potential subcontractor is able to meet the requirements of this Contract.

12.4 No subcontract relieves the Physician from their obligations or liabilities under this Contract.

Article 13: Parental Leave

13.1 The Physician must make all reasonable efforts to obtain a locum (per Article 11) or a subcontractor (per Article 12) in advance of taking a Parental Leave. The Physician will inform the Agency of the Physician's intention to take a Parental Leave and the anticipated start date and length of the Parental Leave as soon as practicable, and no less than 16 weeks from the anticipated start date of the Parental Leave. The Physician will work together with the Agency to recruit a locum or subcontractor.

13.2 In the event that either a locum or a subcontractor is not available to replace the Physician for a Parental Leave, the Physician and the Agency agree that the rights and obligations of both the Physician and the Agency under this Contract may be suspended for the duration of the Parental Leave. For clarity, the Term will continue for the duration of the Parental Leave.

13.3 The Physician will provide the Agency with formal written notice a minimum of four weeks in advance of the anticipated start date of the Parental Leave, such written notice to include the start date and length of the Parental Leave. If requested by the Agency, the Physician will provide any required supporting documentation.

13.4 For the purposes of this Article 13, "**Parental Leave**" means a leave taken upon the Physician becoming a parent by birth, adoption or surrogacy. Parental Leave must begin no earlier than 12 weeks before the expected birth or placement date of the child and must

conclude no later than 78 weeks after the actual birth or placement date of the child. The maximum length of a Parental Leave is 78 consecutive weeks.

- 13.5 A leave of up to a maximum of 17 consecutive weeks may be taken by the Physician in the event the Physician is pregnant for more than 19 weeks, or has recently given birth, and does not become a parent. The notice requirements set out in this Article 13 may not be applicable in these circumstances. The rights and obligations of both the Physician and Agency under this Contract may be suspended for the duration of a leave pursuant to this clause 13.5. For clarity, the Term will continue for the duration of this leave.

Article 14: Compensation

- 14.1 The Physician will invoice the Agency for all the Services provided in a form acceptable to the Agency, substantially in the form set out at Appendix 2A.
- 14.2 The Agency will pay the Physician pursuant to Appendix 2.
- 14.3 The Physician is entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the Physician Master Agreement).
- 14.4 The Agency must forward the necessary information with respect to the Physician to the Doctors of BC Benefits Department, at the address set out below, prior to March 31 of each year in which the Contract is in effect. The Physician will provide the Agency with any information necessary for the Physician to access the Benefit Plans not in the possession of the Agency.

Benefits Manager
Doctors of BC
115 – 1665 West Broadway
Vancouver, BC V6J 5A4

- 14.5 The Physician is not entitled under this Contract to any benefit from the Agency including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for Physicians or their families, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime or statutory holidays.

Article 15: Reporting

- 15.1 The parties acknowledge that the Agency has a responsibility to transmit the details of the Services to the Ministry of Health, the same as required for physicians billing fee-for-service, including:
- 15.1.1 the name and identity number of the patient;

- 15.1.2 the practitioner number of the practitioner who personally rendered or was responsible for the service;
 - 15.1.3 the details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service, the diagnosis and the equivalent fee item or encounter record code.
- 15.2 The Physician will co-operate with the Agency and make all reasonable efforts to provide it with the information it requires in order to meet its obligation referred to in clause 15.1, by providing the information listed at Appendix 4.
- 15.3 The Physician will also:
- (a) report to the Agency all work done by the Physician in connection with the provision of the Services;
 - (b) comply with the reporting obligations set out in Appendix 4 of this Contract; and
 - (c) complete and submit to the Agency all reports reasonably required by the Agency within 30 days (subject to the specific requirements in Appendix 4) of the Agency's written request.
- 15.4 The Physician is responsible for the accuracy of all information and reports submitted by the Physician to the Agency.

Article 16: Records

- 16.1 Where the Physician is providing Services in an Agency facility and the Agency has procedures in place, the Physician will create Clinical Records in the clinical charts that are established by and owned by the Agency and used by the facility where the Services are provided.
- 16.2 Where the Physician is providing Services in an Agency facility, and the Agency does not have procedures in place, the Physician will create and maintain Clinical Records in the manner provided for in the Bylaws of the College of Physicians and Surgeons of British Columbia.
- 16.3 The Physician will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.
- 16.4 For the purposes of this Article 16, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College of Physicians and Surgeons of British Columbia and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.
- 16.5 If requested to do so by the Agency the Physician will promptly return to the Agency all materials, including all findings, data, reports, documents and records, whether complete

or otherwise, that have been produced or developed by the Physician or provided to the Physician by the Agency in connection with the Services, that are in the Physician's possession or control.

Article 17: Third Party Claims

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

Article 18: Liability Protection

18.1 The Physician will, without limiting the Physician's obligations or liabilities herein, purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:

18.1.1 Where the Physician owns or rents the premises where the Services are provided, comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Physician will add the Agency as an additional insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

18.1.2 Membership with the Canadian Medical Protective Association or alternative professional/malpractice protection plan.

18.2 All of the insurance required under clause 18.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

18.3 The Physician agrees to provide the Agency with evidence of the membership/protection plan or insurance coverage required under this Article 18 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 19: Confidentiality

19.1 The Physician and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.

19.2 The Physician must not, without the prior written consent of the Agency, publish, release, or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:

19.2.1 necessary to fulfill the Physician's obligations under this Contract; or

19.2.2 made in accordance with professional obligations as identified by the College of Physicians and Surgeons of BC; or

19.2.3 in reference to this Contract.

19.3 For the purposes of this Article 19, information will be deemed to be confidential where all of the following criteria are met:

19.3.1 the information is not found in the public domain;

19.3.2 the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and

19.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 20: Conflict of Interest

20.1 During the Term, absent the written consent of the Agency, the Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest under this Contract.

20.2 The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach clause 20.1. If the parties are unable to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 8 of this Contract.

Article 21: Ownership

21.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. The Physician agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, the Physician will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 22: Audit, Evaluation and Assessment

22.1 The Physician acknowledges and agrees that the auditing authority of the Medical Services Commission under section 36 of the *Medicare Protection Act*: (the "Act"), as amended from time to time, is incorporated and applies in relation to this Contract. The Agency and the Physician agree that the terms in sections 15, 37 and 38 of the Act are hereby incorporated into this Contract, as modified by sections 22.2 and 22.3 below.

- 22.2 Without limiting section 22.1, the Physician acknowledges and agrees that for audits of this Contract conducted by the Medical Services Commission: (i) the Physician is a “practitioner” as defined in the *Act*; and, (ii) the terms in sections 36(3) to 36(11) of the *Act* are hereby incorporated into this Contract for the purposes of audits in relation to this Contract.
- 22.3 Without limiting sections 22.1 and 22.2, in relation to this Contract, the Physician acknowledges and agrees that: (i) the incorporated reference in section 37(1) of the *Act* which states “the commission had paid an amount” also includes an amount paid by the Agency under this Contract; and (ii) the requirement to repay the Medical Services Commission under Sections 37(1)(d) and (1.1) includes that the Medical Services Commission may require the Physician to pay money to the Agency.
- 22.4 Prior to attending the clinic/practice for audit under this Article, a notice of inspection of an audit must be provided to the Physician. Unless determined otherwise by the Medical Services Commission, which in no case would include a random audit, notice of inspection must be provided at least 14 days prior to the inspection.
- 22.5 The Physician must reasonably cooperate with Medical Services Commission auditors for an audit in relation to this Contract, including by producing and allowing Medical Services Commission auditors to access relevant records, including the clinic/practice EMR.
- 22.6 Notwithstanding Article 8 (Dispute Resolution) or any other provision of this Contract, the parties agree that the Medical Services Commission has exclusive jurisdiction to determine disputes about alleged misbilling for Services under this Contract. The parties acknowledge and agree that the hearing process and rules for a hearing by the Medical Services Commission will be the same as those that the Medical Services Commission would follow in a hearing for a physician billing fee-for-service under the *Act*, unless the Medical Services Commission recommends that a different process or rules would be more appropriate in the circumstances and the parties agree to adopt the recommendation. Further, the parties acknowledge and agree that a Medical Services Commission audit or hearing for the Physician in relation to this Contract may occur simultaneously with one or more audits or hearings in relation to fee-for-service claims under the *Act* or other contracts.

Article 23: Notices

- 23.1 Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- 23.1.1 If mailed by prepaid double registered mail to the addressee’s address listed below, on date of confirmation of delivery; or

- 23.1.2 If delivered by hand to the addressee's address listed below on the date of such personal delivery; or
- 23.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 23.
- 23.2 Either party must give notice to the other of a change of address.
- 23.3 Address and e-mail address of Agency:

Address and e-mail address of Physician:

Article 24: Amendments

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

Article 25: Entire Contract

- 25.1 This Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements.

Article 26: No Waiver Unless in Writing

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

Article 27 Headings

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

Article 28: Enforceability and Severability

- 28.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, or unenforceability will attach only to such provision or part of such provision, and all other provisions or the

remaining part of such provision, as the case may be, continue to have full force and effect.

Article 29: Physician Master Agreement and Physician Master Subsidiary Agreements

- 29.1 This Contract is subject to the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements, and amendments thereto.
- 29.2 In the event that during the Term, a new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s) come into effect, the parties agree to meet on notice by one party to the other to re-negotiate and amend the terms of this Contract to ensure compliance with the new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s).

Article 30: Execution of the Contract

- 30.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one and the same original agreement.
- 30.2 This Contract may be validly executed by transmission of a signed copy thereof by e-mail.
- 30.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

Article 31: Physicians as Professional Medical Corporations

- 31.1 Where the Physician is a professional medical corporation:
- (a) the Physician will ensure that its physician owner, being the individual signing this Contract on the Physician's behalf (the "**Physician's Owner**"), performs and fulfills, in accordance with the terms of this Contract, all obligations of the Physician under this Contract that cannot be performed or fulfilled by a professional medical corporation;
 - (b) the Agency agrees to confer on the Physician's Owner, for the Physician's benefit, all rights of the Physician under this Contract that cannot be held by a professional medical corporation; and
 - (c) for clarity, all remuneration for the Services will be paid to the professional medical corporation.

Dated at _____, British Columbia this ____ day of _____.

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

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Physician:

[Sign here if you are a Physician who is not incorporated]

Dr.

[Sign here, on behalf of your professional medical corporation, if you are a Physician who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

1. The Physician agrees to provide _____ hours of service per year.
2. The Physician will provide the following Services:
 -
 -
 -

It is understood and agreed that more detailed descriptions of the Services will be included in this Appendix as negotiated at the local level between the Physician and the Agency, but must include the following:

- (a) Participation in the evaluation of the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.
 - (b) Those activities that are necessary to satisfy the Physician's obligations under Article 15 and Appendix 3 of this Contract.
3. The Physician will supply the following support, technology, material and supplies:
 4. The Agency will provide the following support, technology, material and supplies:

APPENDIX 2

PAYMENT

The Agency will pay the Physician [*bi-weekly/monthly/other*] at the rate of \$_____ per day/month/year that the Physician provides Services under the terms of this Contract.

It is understood and agreed that a more detailed description of the payment processes will be included in this Appendix 2 as negotiated at the local level, and will include either payment on receipt of an invoice for the Services provided or payment on installment with reconciliation where hours worked and reported are less than the minimum contracted hours set out in Appendix 1. Periodic variation in hours will not affect regular installment payments, but will affect payments on receipt of an invoice.

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency.

APPENDIX 3A

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan or third parties with respect to such Services.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3B

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan with respect to such Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive any payments for any such Services from any third party including but not limited to:

- (a) billings associated with, WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for all non-insured Services, excluding medical-legal services , and
- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3C

FEE FOR SERVICE AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive fee for service payments from the Medical Service Plan and third parties with respect to such Services.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent, (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

The Physician will comply with the reporting requirements set out below. It is the Physician's responsibility to ensure that all reports/forms are completed and submitted as set out below, and in particular:

1. On a [*monthly/quarterly*] basis during the Term, the Physician will provide to the Agency an hours report with respect to the Services provided under the Contract which identifies:
 - (a) the days Services were provided;
 - (b) the location of the Services, identified by either "on-site" or "off-site" (the Physician and the Agency have agreed that the following locations are "on site": [*insert locations*]);
 - (c) for hours provided when the Physician is scheduled to provide Services, daily start and stop times rounded to the nearest 15 minutes, with additional start and stop times required if needed to report blocks of Services separated by periods longer than 30 minutes; and
 - (d) for hours provided when the Physician is not scheduled to provide Services (exclusive of Services provided while the Physician is scheduled), total daily hours rounded to the nearest 15 minutes.
2. Effective April 1, 2023, to claim After-Hours Premiums, the Physician must report to the Agency all hours of Services (scheduled or unscheduled) provided After-Hours (as defined in the Alternative Payments Subsidiary Agreement), together with the date, name of the Agency facility where the Services were provided and the start and stop times rounded to the nearest 15 minutes.
3. In the event that the Physician provides services outside the scope of this Contract on a fee-for-service basis on the same day the Physician provides Services under this Contract, the Physician, whether or not required by MSP or another paying agency, will enter start and stop times and an appropriate location code (e.g. "A" – Practitioner's Office – In Community) for the patient encounter(s). The Physician will also provide start and stop times for unscheduled Services in the same manner as for scheduled Services.
4. The Physician acknowledges that information collected by the Medical Services Commission under the authority of the *Medicare Protection Act*, including details of physician fee-for-service billings and encounter billings, may be disclosed to the Agency for any purposes authorized by law, including the purposes of administering, evaluating and monitoring the Contract. Personal information in the custody or under the control of the Agency is protected from unauthorized use and disclosure in accordance with the

Freedom of Information and Protection of Privacy Act and may be disclosed only as permitted by that Act.

It is understood and agreed that more detailed descriptions of the reporting requirements will be included in this Appendix 4 as negotiated at the local level between the Physician(s) and the Agency, and the Physician and the Agency; may agree to more detailed hours reporting than what is required in 1 above. See APSA s. 12.13(b).

APPENDIX 5

WORKLOAD MEASURES

The inclusion of one to three Workload Measures, or more by agreement, in this Appendix is mandatory. If the parties are unable to agree to the proposed Workload Measure(s), the Provincial Workload Measure(s) applicable to that Practice Category/Clinical Service Area will be included instead. For clarity, the Agency and the Physician(s) are not precluded from agreeing to include one or more Provincial Workload Measure(s) in combination with one or more other Workload Measure(s). If the parties are unable to agree to the proposed Workload Measure(s) and there are no applicable Provincial Workload Measure(s), the parties will refer the matter to the Trouble Shooter for non-binding recommendations.

Physicians under multiple individual Service Contracts or Salary Agreements for similar Physician Services are encouraged to work together to support consistency in the identification of Workload Measure(s) across those contracts.

4. A “**Workload Measure**” is a tool to identify relevant information for the review of physician workload.
5. The following Workload Measure(s) are included in this Appendix:
 - (a) *[Insert Workload Measure(s) here]*
 - (b) *[Insert Workload Measure(s) here]*
6. For clarity, the Workload Measures included in this Appendix:
 - (a) provide the Agency and the Physician(s) with a tool through which to inform discussion and identify relevant information for the review of physician workload;
 - (b) may, and are expected to, change over time;
 - (c) do not preclude the Agency and/or the Physician(s) from considering or discussing any other workload data or workload measure(s) in the assessment of physician workload;
 - (d) do not preclude or supersede the use of any existing or future workload models used for staffing or resource allocation; and
 - (e) do not create any contractual obligations on the Agency or the Physician(s).
4. The Physician(s) and the Agency will meet *[insert agreed upon timeframe (e.g. quarterly, every 6 months)]* to review any hours reporting and consider the Workload Measures data for the purpose of assessing workload, and where there is an identifiable growth trend, discuss potential solutions, including but not limited to submitting a proposal for workload funding through the provincial workload funding process set out in section 5.3 of the Alternative Payments Subsidiary Agreement.

**Schedule “E” to the Alternative Payments Subsidiary Agreement
GROUP TEMPLATE SERVICE CONTRACT**

BETWEEN:

**THOSE PHYSICIANS AND PROFESSIONAL MEDICAL CORPORATIONS LISTED
ON THE SIGNATURE PAGE OF THIS CONTRACT**

(each is individually a “**Physician**” and collectively all
are referred to as the “**Physicians**”)

OR

[PARTNERSHIP NAME]

(the “**Partnership**”)

OR

[CORPORATION NAME]

(the “**Corporation**”)

If this Contract is between the Agency and a partnership or a corporation, the Contract requires amendments that reflect the legal status of the parties.

AND:

(the “**Agency**”)

WHEREAS the Physicians wish to contract with the Agency and the Agency wishes to contract with the Physicians to provide clinical and related teaching, research and clinical administrative services on the terms, conditions and understandings set out in this Service Contract;

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

Article 1: Definitions

- 1.1 Words used in this Contract, including in the recitals and the Appendices, that are defined in the 2022 Physician Master Agreement or Physician Master Subsidiary Agreements have the same meaning as in the 2022 Physician Master Agreement or the Physician

Master Subsidiary Agreements, unless otherwise defined in this Contract. In addition, in this Contract, including the recitals and Appendices, the following definitions apply:

- (d) “**Contract**” or “**Service Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 25.
- (e) “**2022 Physician Master Agreement**” means the agreement titled “2022 Physician Master Agreement” and entered into as of April 1, 2022 among the Government, the Medical Services Commission and the Association of Doctors of BC (“**Doctors of BC**”), as subsequently amended from time to time.
- (f) “**Services**” means clinical and related teaching, research and clinical administrative services, and those Services provided under this Contract are specifically described in Appendix 1, as amended from time to time by written agreement between the Agency and the Physician.

Article 2: Term & Renewal

- 2.1 This Contract will be in effect from <insert date> to <insert date> notwithstanding the date of its execution, unless terminated earlier as provided herein (the “**Term**”).
- 2.2 This Contract may be renewed for such period of time and on the terms as the parties may mutually agree to in writing:
 - (a) If the Physicians wish to renew this Contract, the Physicians must provide written notice to the Agency no later than ninety (90) days prior to the end of the Term.
 - (b) If the Agency wishes to renew this Contract, it must provide written notice to the Physicians no later than ninety (90) days prior to the end of the Term.

As soon as practical after either the Physicians or the Agency has provided notice in accordance with this clause 2.2, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.

- 2.3 Subject to clause 2.4, if both the Physicians and the Agency agree to renew the Contract the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 2.4 In the event that notice is given by either the Physicians or the Agency in accordance with clause 2.2 above and if a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 3: Termination

- 3.1 The Physicians (collectively) or the Agency may terminate the Contract without cause upon six (6) months' written notice to the other, or immediately upon written notice if the other breaches a fundamental term of this Contract.
- 3.2 Subject to clause 3.3 and without affecting the rights and obligations of the remaining Physicians:
 - (a) each Physician has the separate and distinct right to terminate the Contract as between that Physician and the Agency without cause upon six (6) months' written notice to the Agency, with an information copy of such notice to the remaining Physicians; and
 - (b) the Agency may terminate the Contract as between the Agency and any individual Physician without cause upon six (6) months' written notice to that Physician, with an information copy of such notice to the remaining Physicians.
- 3.3 Each Physician or the Agency may terminate the Contract as between that Physician and the Agency immediately upon written notice if the other breaches a fundamental term of this Contract. For clarity, loss of privileges by a Physician related to the Services provided under this Contract is a breach of a fundamental term of this Contract.
- 3.4 No Physician will be required to resign privileges as a result of a termination of the Contract except in accordance with a fully executed and attached Appendix 7 (Resignation of Privileges Under Exclusive Contracts), if applicable. If Appendix 7 is not attached to this Contract or fully executed by the Physicians (collectively) and the Agency, it does not apply or form part of this Contract.

Article 4: Relationship of Parties

- 4.1 Each Physician is an independent contractor to the Agency and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract or by the provision of the Services to the Agency by the Physician. No partnership relationship between the Physicians is created by this Contract or by the provision of the Services to the Agency by the Physicians. None of the Physicians intends to carry on a business with a view to profit with the other Physicians in respect of the Services.
- 4.2 None of the Physicians nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.
- 4.3 If a Physician employs other persons or is a professional medical corporation, the Physician will apply to register with WorkSafeBC and:

- (a) if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible, or
 - (b) if advised by WorkSafeBC that the Physician is a “worker”, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.
- 4.4 If a Physician purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Physician’s Option), the Physician will provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible.
- 4.5 Each Physician must pay any and all payments and/or deductions required to be paid by the Physician, including those required for income tax, Employment Insurance premiums, workers’ compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Physician is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to this Contract.
- 4.6 The liability of the Physicians for payments referred to in clause 4.5 is several and not joint.
- 4.7 Each Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from that Physician’s failure to make any payments referred to in clause 4.5.
- 4.8 The indemnity in clause 4.7 survives the expiry or earlier termination of this Contract.

Article 5: Unincorporated Groups

- 5.1 As the Services are provided under this Contract by multiple Physicians, each Physician will be party to, and bound by, this Contract.

Parties to select one of three options for clause 5.2 in negotiations.

- 5.2 The Physicians will develop a process or agreement to govern their intra-group relationship.

OR

- 5.2 The Physicians will develop an intra-physician group governance agreement. Each of the Physicians will be a party to the intra-physician group governance agreement, and the

Physicians will ensure that any physician who becomes a Physician during the Term also becomes a party to the intra-physician group governance agreement. If the Physicians are failing to provide the Services pursuant to the terms of this Contract on a persistent basis and the Agency reasonably believes that such failure is related to the Physicians' intra-physician group governance agreement, the Agency may request a copy of the intra-physician group governance agreement from the Physicians, and the Physicians will not unreasonably deny the Agency's request.

OR

- 5.2 The Physicians will develop an intra-physician group governance agreement. Each of the Physicians will be a party to the intra-physician group governance agreement, and the Physicians will ensure that any physician who becomes a Physician during the Term also becomes a party to the intra-physician group governance agreement. The Physicians will provide the Agency with a copy of the intra-physician group governance agreement within two months of the first day of the Term. Any amendments to the intra-physician group governance agreement made during the Term will be promptly disclosed to the Agency.
- 5.3 Subject to sub-clause 3.2(b), the Physicians may designate a representative from among the Physicians to represent the Physicians with respect to notices, the proposed addition of new physicians to the Contract and all invoicing and payment matters under this Contract (the "**Representative**") and will notify the Agency of the identity of the Representative. If the Representative changes during the Term, the Physicians will notify the Agency of the new Representative.
- 5.4 Where a notice under any term of this Contract is to be given to all of the Physicians, the Physicians agree that a single notice to the Representative sent to the address provided in Article 23 will constitute notice to all of the Physicians. Where notice is to be given to less than all of the Physicians, it must be given to those individual Physicians at the address(es) provided at Appendix 5.
- 5.5 In the event of the departure of a Physician pursuant to clauses 3.2 or 3.3, the parties will meet to discuss whether amendments to any Appendices are required and to make agreed changes.
- 5.6 The Physicians must use reasonable efforts to replace departing Physicians.
- 5.7 Any replacement or new physicians that the Physicians propose to add are subject to approval by the Agency in accordance with its normal policies, by-laws, and rules. Such approval will not be unreasonably withheld.
- 5.8 Subject to clause 5.7, for any new physician added to this Contract who is not an initial signatory to this Contract, the Physicians (collectively) or their Representative, the Agency, and the new physician will sign and deliver to the others an acknowledgement and agreement in the form set out in Appendix 6 ("**New Physician – Agreement to**

Join”), agreeing that the new physician will become party to and bound by the terms of this Contract.

Article 6: Waiver/Assignment

- 6.1 Unless specified otherwise, each Physician must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. Physicians may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:
- (a) billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
 - (b) billings for non-insured Services, excluding medical/legal services, and
 - (c) billings for Services provided to persons who are not beneficiaries under the Medicare Protection Act, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.
- 6.2 Where the Available Amount is not a source of funding for this Contract, each Physician will sign:
- (a) a waiver in the form attached hereto as Appendix 3A and such other documentation in connection with such waiver as may be reasonably required;
 - (b) if the Physician is required to assign to the Agency any and all rights the Physician has to receive third party billings for any of the Services provided under the terms of this Contract, a waiver and assignment in the form attached hereto as Appendix 3B and such other documentation in connection with such waiver and assignment as may be reasonably required.
- 6.3 Where the Available Amount is a source of funding for this Contract, each Physician will assign to the Agency any and all rights the Physician has to receive fee-for-service payments from the Available Amount for any of the Services provided under the terms of this Contract and will sign an assignment in the form attached hereto as Appendix 3C and such documentation in connection with such assignment as may be reasonably required.

Article 7: Autonomy

- 7.1 Each Physician will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws, rules, and regulations that are not inconsistent with or represent a material change to the terms of this Contract.

7.2 Subject to clause 7.1, each Physician is entitled to professional autonomy in the provision of the Services.

Article 8: Doctors of BC

8.1 Each Physician separately and the Physicians collectively are entitled, at their option, to representation by the Doctors of BC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 9: Dispute Resolution

9.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.

9.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that any Physician(s) and the Agency (the Physician(s) or the Agency, each a **“Party to the Dispute”** or collectively **“Parties to the Dispute”**) are unable to resolve informally at the local level, may be referred to mediation on notice by either Party to the Dispute to the other, with the assistance of a neutral mediator jointly selected by the Parties to the Dispute. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the Parties to the Dispute in writing, the dispute will be referred to arbitration administered pursuant to the British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rules may be amended from time to time, by a sole arbitrator. The place of arbitration will be _____, British Columbia and the language of the arbitration will be English.

9.3 Upon agreement of the Parties to the Dispute, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 9 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.

9.4 The Parties to the Dispute must advise the Ministry of Health and the Doctors of BC respectively prior to referring any dispute to arbitration. The Ministry of Health and the Doctors of BC will have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.

9.5 Any dispute settlement achieved by the Parties to the Dispute, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 10: Service Requirements

- 10.1 The Physicians will provide the Services as described in Appendix 1 and will schedule their availability, as set out in Appendix 1, to reasonably ensure the provision of the Services.
- 10.2 Hours are as agreed upon by the parties at Appendix 1. It is understood that many circumstances require flexibility of hours and the Physicians will respond to these needs.
- 10.3 If the Physicians are unable to provide the Services under the terms of this Contract on a persistent basis due to significant unanticipated increases in volume or the departure of one or more Physicians, then the Agency and the Physicians will meet to discuss and develop an approach to attempt to resolve the concern, which may include, temporarily adjusting the contract deliverables/service expectations, making operational changes, bringing in alternate providers or locum physicians, or temporarily compensating the Physician for additional hours of Services under this Contract or a separate contract. If they are unable to reach an agreement, either the Physicians or the Agency may request, through the Doctors of BC or the Government, the use of a Trouble Shooter who will conduct a fact-finding review and issue recommendations. If they are unable to reach an agreement following the use of a Trouble Shooter, either the Doctors of BC or the Government may refer the matter to the Physician Services Committee as a Local Interest Issue.

Article 11: Licenses & Qualifications

- 11.1 During the Term, each Physician will maintain:
- (a) registered membership in good standing with the College of Physicians and Surgeons of British Columbia and will conduct the practice of medicine consistent with the conditions of such registration; and
 - (b) all other licences, qualifications, privileges and credentials required to deliver the Services.
- 11.2 During the Term, it is a fundamental term of the Contract that each Physician maintains enrolment in the Medical Services Plan (MSP).
- (a) For clarity, an order of the Medical Services Commission under section 15(2)(a) of the *Medicare Protection Act* for the duration of that order, is a breach of a fundamental term of this Contract.
 - (b) If a Physician is no longer enrolled in MSP or is de-enrolled from MSP, the Physician must immediately notify the Agency of the period of the lack of enrollment or de-enrollment.

- 11.3 If all or some of the Services provided under this Contract are Specialist Services, as defined in the Alternative Payments Subsidiary Agreement, then the Physicians providing the Specialist Services will be and remain registered by the College of Physicians and Surgeons of BC to provide these Specialist Services.
- 11.4 All medical Services under this Contract will be provided either directly by a Physician, or a resident under the supervision and responsibility of a Physician, or by a clinical fellow under the supervision and responsibility of a Physician.

Article 12: Locum Coverage

- 12.1 The Physicians and the Agency will work together in recruiting and retaining qualified locum physicians when necessary. Locum physicians are subject to the approval of the Agency, whose approval will not be unreasonably withheld
- 12.2 In circumstances where a locum physician is providing Services and will report their hours under the Contract, the locum physician will be paid from the amounts available to be paid to the Physicians under this Contract and the Physicians will ensure that locum physicians:
- (a) do not bill FFS for the Services;
 - (b) sign a waiver/assignment in the form set out at Appendix 3, and the Physicians will provide the waiver/assignment to the Agency prior to the locum physician providing Services under the Contract; and
 - (c) provide any reporting as required by the Contract.
- 12.3 In the event a locum is not available, the Agency and the Physicians may agree that the Physicians will provide hours of service in excess of the annual hours of service specified at Appendix 1. In this event the parties must agree upon appropriate compensation for the additional hours of service.

Article 13: Subcontracting

- 13.1 Each Physician may, with the written consent of the Agency, subcontract or assign any of the Services. The consent of the Agency will not be unreasonably withheld.
- 13.2 Each Physician will ensure that any contract between the Physician and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract, including that the subcontractor sign a waiver/assignment in the form set out at Appendix 3. Further, the Physician will provide a copy of that waiver/assignment to the Agency prior to the subcontractor providing any Services under this Contract.
- 13.3 Prior to subcontracting any of their obligations, each Physician will review the capabilities, knowledge and experience of the potential subcontractor in a manner

sufficient to establish that the potential subcontractor is able to meet the requirements of this Contract.

- 13.4 No subcontract relieves a Physician from their obligations or liabilities under this Contract.

Article 14: Parental Leave

- 14.1 The Physicians will ensure that their intra-physician group governance agreement is not inconsistent with the terms of this Article 14.
- 14.2 A Physician taking Parental Leave will inform the Agency of the Physician's intention to take a Parental Leave and the anticipated start date and length of the Parental Leave as soon as practicable, and no less than 16 weeks from the anticipated start date of the Parental Leave.
- 14.3 Upon notification in accordance with 14.2, the Agency and Physicians will meet to discuss whether the Physicians will require a locum (per Article 12) or subcontractor (per Article 13) to replace the Physician taking Parental Leave.
- 14.4 If a locum or subcontractor is required, the Physicians will work together with the Agency to recruit a locum or subcontractor. If the Agency recruits a qualified locum physician, the Physicians will not unreasonably withhold their agreement to that locum physician being added to the Contract to replace the Physician taking Parental Leave.
- 14.5 In the event that either a locum or a subcontractor is not available to replace the Physician for a period of Parental Leave or a leave under 14.9, the Physicians and the Agency agree that the rights and obligations of the Physician taking Parental Leave or a leave under 14.9 under this Contract may be suspended for the duration of the Parental Leave or a leave under 14.9 without affecting the rights and obligations of the remaining Physicians under the Contract. For clarity, the Term will continue for the duration of the Parental Leave or a leave under 14.9.
- 14.6 The Physician taking Parental Leave will provide the Agency with formal written notice a minimum of four weeks' in advance of the anticipated start date of the Parental Leave, such written notice to include the start date and length of the Parental Leave. If requested by the Agency, the Physician will provide any required supporting documentation.
- 14.7 Upon formal notification of a Parental Leave in accordance with 14.6, the Physicians and the Agency will meet to discuss whether any amendments to the Contract are required and to make agreed changes.
- 14.8 For the purposes of this Article 14, "**Parental Leave**" means a leave taken upon a Physician becoming a parent by birth, adoption or surrogacy. Parental Leave must begin no earlier than 12 weeks before the expected birth or placement date of the child and

must conclude no later than 78 weeks after the actual birth or placement date of the child. The maximum length of a Parental Leave is 78 consecutive weeks.

- 14.9 A leave of up to a maximum of 17 consecutive weeks may be taken by the Physician in the event the Physician is pregnant for more than 19 weeks, or has recently given birth, and does not become a parent. The notice requirements set out in this Article 14 may not be applicable in these circumstances.

Article 15: Compensation

- 15.1 The Physicians will invoice the Agency for all the Services provided in a form acceptable to the Agency, substantially in the form set out at Appendix 2A.
- 15.2 The Agency will pay the Physicians pursuant to Appendix 2.
- 15.3 Each Physician is entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the Physician Master Agreement).
- 15.4 The Agency must forward the necessary information with respect to each Physician to the Doctors of BC Benefits Department, at the address set out below, prior to March 31 of each year in which the Contract is in effect. The Physicians will provide the Agency with any information necessary for the Physicians to access the Benefit Plans not in the possession of the Agency.

Benefits Manager
Doctors of BC
115 – 1665 West Broadway
Vancouver, BC V6J 5A4

- 15.5 No Physician is entitled under this Contract to any benefit from the Agency including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for the Physicians or their families, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime or statutory holidays.

Article 16: Reporting

- 16.1 The parties acknowledge that the Agency has a responsibility to transmit the details of the Services to the Ministry of Health the same as required for physicians billing fee-for-service, including:
- 16.1.1 the name and identity number of the patient;
- 16.1.2 the practitioner number of the practitioner who personally rendered or was responsible for the service;

- 16.1.3 the details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service, the diagnosis and the equivalent fee item or encounter record code.
- 16.2 Each Physician will co-operate with the Agency and make all reasonable efforts to provide it with the information it requires in order to meet its obligation referred to in clause 16.1, by providing the information listed at Appendix 4.
- 16.3 Each Physician will also:
- (a) report to the Agency all work done by the Physician in connection with the provision of the Services;
 - (b) comply with the reporting obligations set out in Appendix 4 of this Contract; and
 - (c) complete and submit to the Agency all reports reasonably required by the Agency within 30 days (subject to the specific requirements in Appendix 4) of the Agency's written request.
- 16.4 Each Physician is responsible for the accuracy of all information and reports submitted by the Physician to the Agency.

Article 17: Records

- 17.1 Where a Physician is providing Services in an Agency facility and the Agency has procedures in place, each Physician will create Clinical Records in the clinical charts that are established by and owned by the Agency and used by the facility where the Services are provided.
- 17.2 Where a Physician is providing Services in an Agency facility and the Agency does not have procedures in place, each Physician will create and maintain Clinical Records in the manner provided for in the Bylaws of the College of Physicians and Surgeons of British Columbia.
- 17.3 The Physicians will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.
- 17.4 For the purposes of this Article 17, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College of Physicians and Surgeons of British Columbia and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.
- 17.5 If requested to do so by the Agency each Physician will promptly return to the Agency all materials, including all findings, data, reports, documents and records, whether complete or otherwise, that have been produced or developed by the Physician or provided to the

Physician by the Agency in connection with the Services, that are in that Physician's possession or control.

Article 18: Third Party Claims

18.1 The Physicians and the Agency will provide the others with prompt notice of any action against any of them arising out of this Contract.

Article 19: Liability Protection

19.1 Each Physician will, without limiting the Physician's obligations or liabilities herein, purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:

19.1.1 Where a Physician owns or rents the premises where the Services are provided, comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Physician will add the Agency as an additional insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

19.1.2 Membership with the Canadian Medical Protective Association or an alternative professional/malpractice protection plan.

19.2 All of the insurance required under clause 19.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

19.3 Each Physician agrees to provide the Agency with evidence of the membership/protection plan or insurance coverage required under this Article 19 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 20: Confidentiality

20.1 Each Physician and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.

20.2 Each Physician must not, without the prior written consent of the Agency, publish, release, or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:

20.2.1 necessary for the Physician to fulfill the Physician's obligations under this Contract; or

20.2.2 made in accordance with the Physician's professional obligations as identified by the College of Physicians and Surgeons of BC; or

20.2.3 in reference to this Contract.

20.3 For the purposes of this Article 20, information will be deemed to be confidential where all of the following criteria are met:

20.3.1 the information is not found in the public domain;

20.3.2 the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and

20.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 21: Conflict of Interest

21.1 During the Term, absent the written consent of the Agency, each Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest under this Contract.

21.2 The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach clause 20.1. If the parties are unable to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 9 of this Contract.

Article 22: Ownership

22.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. Each Physician agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, each Physician will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 23: Audit, Evaluation and Assessment

23.1 Each Physician acknowledges and agrees that the auditing authority of the Medical Services Commission under section 36 of the *Medicare Protection Act*: (the "Act"), as amended from time to time, is incorporated and applies in relation to this Contract. The Agency and the Physician agree that the terms in Sections 15, 37 and 38 of the Act are hereby incorporated into this Contract, as modified by sections 23.2 and 23.3 below.

- 23.2 Without limiting sections 23.1, each Physician acknowledges and agrees that for audits of this Contract conducted by the Medical Services Commission: (i) the Physician is a “practitioner” as defined in the *Act*; and, (ii) the terms in sections 36(3) to 36(11) of the *Act* are hereby incorporated into this Contract.
- 23.3 Without limiting sections 23.1 and 23.2 in relation to this Contract, each Physician acknowledges and agrees that: (i) the incorporated reference in section 37(1) of the *Act* which states “the commission had paid an amount” also includes an amount paid by the Agency under this Contract; and (ii) the requirement to repay the Medical Services Commission under Sections 37(1)(d) and (1.1) includes that the Medical Services Commission may require the Physician to pay money to the Agency.
- 23.4 Prior to attending the clinic/practice for audit under this Article, a notice of inspection of an audit must be provided to the Physicians. Unless determined otherwise by the Medical Services Commission, which in no case would include a random audit, notice of inspection must be provided at least 14 days prior to the inspection
- 23.5 Each Physician must reasonably cooperate with Medical Services Commission auditors for an audit in relation to this Contract including by producing and allowing Medical Services Commission auditors to access relevant records, including the clinic/practice EMR.
- 23.6 Notwithstanding Article 9 (Dispute Resolution) or any other provision of this Contract, the Physicians and the Agency agree that the Medical Services Commission has exclusive jurisdiction to determine disputes about alleged misbilling for Services under this Contract. The Physicians and the Agency acknowledge and agree that the hearing process and rules for a hearing by the Medical Services Commission will be the same as those that the Medical Services Commission would follow in a hearing for a physician billing fee-for-service under the *Act*, unless the Medical Services Commission determines that a different process or rules would be more appropriate in the circumstances and the parties agree to adopt the recommendation. Further, the Physicians and the Agency acknowledge and agree that a Medical Services Commission audit or hearing for a Physician in relation to this Contract may occur simultaneously with one or more audits or hearings in relation to fee-for-service claims under the *Act* or other contracts.

Article 24: Notices

- 24.1 Any notice, report, or any or all of the documents that either the Physicians or the Agency may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- 24.1.1 If mailed by prepaid double registered mail to the addressee’s address listed below or in Appendix 5 (as applicable), on date of confirmation of delivery; or

24.1.2 If delivered by hand to the addressee's address listed below or in Appendix 5 (as applicable), on the date of such personal delivery; or

24.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 24 or in Appendix 5 (as applicable).

24.2 Each Physician and the Agency must give notice to the other of a change of address.

24.3 Address and e-mail address of Agency:

Address and e-mail address of the individual Physicians – see Appendix 5:

If the Physicians have selected a Representative as per Article 5:

Address and e-mail address of the Representative:

Article 25: Amendments

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

Article 26: Entire Contract

26.1 This Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements.

Article 27: No Waiver Unless in Writing

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

Article 28: Headings

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

Article 29: Enforceability and Severability

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

Article 30: Physician Master Agreement and Physician Master Subsidiary Agreements

- 30.1 This Contract is subject to the Physician Master Agreement and the Physician Master Subsidiary Agreements, and amendments thereto.
- 30.2 In the event that during the Term, a new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s) come into effect, the Physicians and the Agency agree to meet on notice by one to the other to re-negotiate and amend the terms of this Contract to ensure compliance with the new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s).

Article 31: Execution of the Contract

- 31.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one and the same original agreement.
- 31.2 This Contract may be validly executed by transmission of a signed copy thereof by e-mail.
- 31.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

Article 32: Physicians as Professional Medical Corporations

- 32.1 Where a Physician in this Contract is a professional medical corporation:
- (a) the Physician will ensure that its physician owner, being the individual signing this Contract on the Physician's behalf (the "**Physician's Owner**"), performs and fulfills, in accordance with the terms of this Contract, all obligations of the Physician under this Contract that cannot be performed or fulfilled by a professional medical corporation;

- (b) the Agency agrees to confer on the Physician's Owner, for the Physician's benefit, all rights of the Physician under this Contract that cannot be held by a professional medical corporation; and
- (c) for clarity, all remuneration for the Services will be paid to the professional medical corporation.

Dated at _____, British Columbia this ____ day of _____.

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

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Physicians:

[Sign here if you are a Physician who is not incorporated]

Dr.

Dr.

Dr.

[Sign here, on behalf of your professional medical corporation, if you are a Physician who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

1. The Physicians agree to provide _____ hours of service per year.
2. The Physicians will provide the following Services:

-
-
-

It is understood and agreed that more detailed descriptions of the Services will be included in this Appendix as negotiated at the local level between the Physicians and the Agency, but must include the following:

- (a) Participation in the evaluation of the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.
- (b) Those activities that are necessary to satisfy the Physicians' obligations under Article 16 and Appendix 3 of this Contract.

3. The Physicians will supply the following support, technology, material and supplies:

4. The Agency will provide the following support, technology, material and supplies:

APPENDIX 2

PAYMENT

The Agency will pay the Physicians [*bi-weekly/monthly/other*] at the rate of \$_____ per day/month/year that the Physicians provide Services under the terms of this Contract.

If the Agency is paying the individual Physicians, replace “Physicians” above with “each Physician”.

If payment is being made to the group via a Representative, additional language should be added to Appendix 2 as follows:

Payments will be made to the Representative. It is the responsibility of the Physicians and the Representative to allocate payments among the Physicians providing the Services in accordance with this Contract and their intra-physician process or agreement. Each Physician hereby acknowledges that the Agency is not and will not be responsible for such allocation and for any disagreements between the Physicians over such allocation of payments from the Agency.

It is understood and agreed that a more detailed description of the payment processes will be included in this Appendix 2 as negotiated at the local level, and will include either payment on receipt of an invoice for the Services provided or payment on installment with reconciliation where hours worked and reported are less than the minimum contracted hours set out in Appendix 1. Periodic variation in hours will not affect regular installment payments, but will affect payments on receipt of an invoice.

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency.

APPENDIX 3A

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician (or to the Representative on the Physician's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services covered by and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan or third parties with respect to such Services.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3B

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician (or to the Representative on the Physician's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan with respect to such Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive any payments for any such Services from any third party including but not limited to:

- (a) billings associated with, WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for all non-insured Services, excluding medical-legal services , and
- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the

Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3C

FEE FOR SERVICE AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician (or to the Representative on the Physician's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive fee for service payments from the Medical Service Plan and third parties with respect to such Services.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent, (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

Each Physician will comply with the reporting requirements set out below. It is the Physicians' responsibility to ensure that all reports/forms are completed and submitted as set out below, and in particular:

1. On a [*monthly/quarterly*] basis during the Term, the Physicians will provide to the Agency an hours report with respect to the Services provided under the Contract which identifies:
 - (a) the days Services were provided;
 - (b) the location of the Services, identified by either "on-site" or "off-site" (the Physicians and the Agency have agreed that the following locations are "on site": [*insert locations*]);
 - (c) for hours provided when a Physician is scheduled to provide Services, daily start and stop times rounded to the nearest 15 minutes, with additional start and stop times required if needed to report blocks of Services separated by periods longer than 30 minutes; and
 - (d) for hours provided when a Physician is not scheduled to provide Services (exclusive of Services provided while the Physician is scheduled), total daily hours rounded to the nearest 15 minutes.
2. Effective April 1, 2023, to claim After-Hours Premiums, the Physicians must report to the Agency all hours of Services (scheduled or unscheduled) provided After-Hours (as defined in the Alternative Payments Subsidiary Agreement), together with the date, name of the Agency facility where the Services were provided and the start and stop times rounded to the nearest 15 minutes.
3. In the event that a Physician provides services outside the scope of this Contract on a fee-for-service basis on the same day the Physician provides Services under this Contract, the Physician, whether or not required by MSP or another paying agency, will enter start and stop times and an appropriate location code (e.g. "A" – Practitioner's Office – In Community) for the patient encounter(s). The Physician will also provide start and stop times for unscheduled Services in the same manner as for scheduled Services.
4. Each Physician acknowledges that information collected by the Medical Services Commission under the authority of the *Medicare Protection Act*, including details of physician fee-for-service billings and encounter billings, may be disclosed to the Agency for any purposes authorized by law, including the purposes of administering, evaluating and monitoring the Contract. Personal information in the custody or under the control of the Agency is protected from unauthorized use and disclosure in accordance with the

Freedom of Information and Protection of Privacy Act and may be disclosed only as permitted by that Act.

It is understood and agreed that more detailed descriptions of the reporting requirements will be included in this Appendix 4 as negotiated at the local level between the Physician(s) and the Agency, and the Physician(s) and the Agency may agree to more detailed hours reporting than what is required in 1 above. See APSA s. 12.13(b).

APPENDIX 6

NEW PHYSICIAN - AGREEMENT TO JOIN

(“New Physician-Agreement to Join”)

Re: Service Contract effective <insert date> (the “Contract”) between the Agency and those physicians named on the signature page of the Contract, or who subsequently became a party to the Contract by entering into this New Physician - Agreement to Join.

[Note: if a Representative has not been designated, replace all references to the “Representative” below with “Physicians” and make other consequential amendments]

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned:

1. The Representative, on behalf of and with the authority of all of the Physicians, confirms that the Physicians wish to add Dr. _____ (the “New Physician”) as a “Physician” under the Contract to provide Services to the Agency under the terms of the Contract.
2. The New Physician acknowledges having received a copy of the Contract and hereby agrees with the Agency and the other Physicians that the New Physician will be bound by, and will comply with, all of the terms and conditions of the Contract as a “Physician”. The New Physician acknowledges that all payments for Services under the Contract will be made by the Agency to the Physicians as provided in the Contract and that the Representative, currently Dr. _____, has been granted certain authority to act as the representative of the Physicians, including the New Physician, under the Contract. [The New Physician confirms that Dr. _____ is the “Physician Owner” for the New Physician]
3. The New Physician will become party to any intra-group governance agreement between the Physicians.
4. The New Physician confirms that notices to the Physicians will be delivered as set out in clause 24.3 of the Contract. Where a notice is to be given to less than all of the Physicians, the address for notice for the New Physician is:

▼▼

▼▼

5. The Agency's agreement to the New Physician joining is subject to the New Physician meeting all credentialing, licensing and other qualifications set out in the Contract (if not already met).
6. All capitalized terms used in this New Physician – Agreement to Join and not otherwise defined will have the meaning given to them in the Contract. This New Physician – Agreement to Join may be executed in multiple counterparts and all such counterparts will constitute one and the same agreement.
7. The addition of the New Physician to the contract is effective the date the New Physician signatory actually commences providing Services under the Contract.

Dated at _____, British Columbia this ____ day of _____.

IN WITNESS WHEREOF THE PARTIES to this New Physician – Agreement to Join have duly executed this New Physician – Agreement to Join as of the date written above.

Dr. _____ as the Representative

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered on behalf of the New Physician:

New Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

APPENDIX 7

RESIGNATION OF PRIVILEGES UNDER EXCLUSIVE CONTRACTS

1. By executing this Appendix 7, the Physicians (collectively) and the Agency agree that the services provided under the terms of this Contract (in effect from <insert date> to <insert date>) are exclusive to the Contract, such that no such services may be provided to the Agency by any physician that is not a party to the Contract except as provided under Articles 12 and 13 of this Contract.

2. Accordingly, each Physician acknowledges and agrees that an individual Physician who voluntarily terminates this Contract with the Agency pursuant to sub-clause 3.2(a) of the Contract will resign that Physician's privileges related to the Services provided under this Contract. For clarity, this clause does not apply to any other termination under Article 3 of the Contract.

DATED: _____

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and delivered by the Physicians:

[Sign here if you are a Physician who is not incorporated]

Dr.

Dr.

[Sign here, on behalf of your professional medical corporation, if you are a Physician who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 8

WORKLOAD MEASURES

The inclusion of one to three Workload Measures, or more by agreement, in this Appendix is mandatory. If the parties are unable to agree to the proposed Workload Measure(s), the Provincial Workload Measure(s) applicable to that Practice Category/Clinical Service Area will be included instead. For clarity, the Agency and the Physician(s) are not precluded from agreeing to include one or more Provincial Workload Measure(s) in combination with one or more other Workload Measure(s). If the parties are unable to agree to the proposed Workload Measure(s) and there are no applicable Provincial Workload Measure(s), the parties will refer the matter to the Trouble Shooter for non-binding recommendations.

Physicians under multiple individual Service Contracts or Salary Agreements for similar Physician Services are encouraged to work together to support consistency in the identification of Workload Measure(s) across those contracts.

7. A “**Workload Measure**” is a tool to identify relevant information for the review of physician workload.
8. The following Workload Measure(s) are included in this Appendix:
 - (a) *[Insert Workload Measure(s) here]*
 - (b) *[Insert Workload Measure(s) here]*
9. For clarity, the Workload Measures included in this Appendix:
 - (a) provide the Agency and the Physician(s) with a tool through which to inform discussion and identify relevant information for the review of physician workload;
 - (b) may, and are expected to, change over time;
 - (c) do not preclude the Agency and/or the Physician(s) from considering or discussing any other workload data or workload measure(s) in the assessment of physician workload;
 - (d) do not preclude or supersede the use of any existing or future workload models used for staffing or resource allocation; and
 - (e) do not create any contractual obligations on the Agency or the Physician(s).
4. The Physician(s) and the Agency will meet *[insert agreed upon timeframe (e.g. quarterly, every 6 months)]* to review any hours reporting and consider the Workload Measures data for the purpose of assessing workload, and where there is an identifiable growth trend, discuss potential solutions, including but not limited to submitting a proposal for workload funding through the provincial workload funding process set out in section 5.3 of the Alternative Payments Subsidiary Agreement.

Schedule “F” to the Alternative Payments Subsidiary Agreement
INDIVIDUAL TEMPLATE SESSIONAL CONTRACT

BETWEEN:

<name of physician/corporation>

(the “**Physician**”)

AND:

(the “**Agency**”)

WHEREAS the Physician wishes to contract with the Agency and the Agency wishes to contract with the Physician to provide clinical and related teaching, research and clinical administrative services on the terms, conditions and understandings set out in this Sessional Contract;

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

Article 1: Definitions

1.1 Words used in this Contract, including in the recitals and the Appendices, that are defined in the 2022 Physician Master Agreement or Physician Master Subsidiary Agreements have the same meaning as in the 2022 Physician Master Agreement or the Physician Master Subsidiary Agreements, unless otherwise defined in this Contract. In addition, in this Contract, including the recitals and Appendices, the following definitions apply:

- (a) “**Contract**” or “**Sessional Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 22.
- (b) “**Fiscal Quarter**” means a three-month period consisting of one of April 1 to June 30, July 1 to September 30, October 1 to December 31, or January 1 to March 31, in any given year.
- (c) “**2022 Physician Master Agreement**” means the agreement titled “2022 Physician Master Agreement” and entered into as of April 1, 2022 among the Government, the Medical Services Commission and the Association of Doctors of BC (“**Doctors of BC**”), as subsequently amended from time to time.
- (d) “**Services**” means clinical and related teaching, research and clinical administrative services, and those Services provided under this Contract are specifically described in

Appendix 1, as amended from time to time by written agreement between the Agency and the Physician.

- (e) “**Session**” means 3.5 hours of Services and may be an accumulation of lesser time intervals adding up to 3.5 hours.

Article 2: Term & Renewal

- 2.1 This Contract will be in effect from <insert date> to <insert date> notwithstanding the date of its execution, unless terminated earlier as provided herein (the “**Term**”).
- 2.2 This Contract may be renewed for such period of time and on the terms as the parties may mutually agree to in writing. If either party wishes to renew this Contract, it must provide written notice to the other party no later than ninety (90) days prior to the end of the Term and, as soon as practical thereafter, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.
- 2.3 Subject to clause 2.4, if both parties agree to renew the Contract the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 2.4 In the event that notice is given by either party in accordance with clause 2.2 above and if a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 3: Termination

- 3.1 Subject to clause 3.2, either party may terminate the Contract without cause upon six (6) months’ written notice to the other party.
- 3.2 Either party may terminate this Contract immediately upon written notice if the other party breaches a fundamental term of this Contract. For clarity, loss of privileges related to the Services provided under this Contract by the Physician is a breach of a fundamental term of this Contract.

Article 4: Relationship of Parties

- 4.1 The Physician is an independent contractor and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract or by the provision of the Services to the Agency by the Physician.
- 4.2 Neither the Physician nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.

- 4.3 If the Physician employs other persons or is a professional medical corporation, the Physician will apply to register with WorkSafeBC and:
- (a) if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible, or
 - (b) if advised by WorkSafeBC that the Physician is a “worker”, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.
- 4.4 If the Physician purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Physician’s Option), the Physician will provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible.
- 4.5 The Physician must pay any and all payments and/or deductions required to be paid by the Physician, including those required for income tax, Employment Insurance premiums, workers’ compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Physician is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to this Contract.
- 4.6 The Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Physician’s failure to make any payments referred to in clause 4.5.
- 4.7 The indemnity in clause 4.6 survives the expiry or earlier termination of this Contract.

Article 5: Waiver/Assignment

- 5.1 Unless specified otherwise, the Physician must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. The Physician may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:
- (a) billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
 - (b) billings for non-insured Services, excluding medical/legal services, and

- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act*, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.
- 5.2 Where the Available Amount is not a source of funding for this Contract, the Physician will sign:
- (a) a waiver in the form attached hereto as Appendix 3A and such other documentation in connection with such waiver as may be reasonably required; or
 - (b) if the Physician is required to assign to the Agency any and all rights the Physician has to receive third party billings for any of the Services provided under the terms of this Contract, a waiver and assignment in the form attached hereto as Appendix 3B and such other documentation in connection with such waiver and assignment as may be reasonably required.
- 5.3 Where the Available Amount is a source of funding for this Contract, the Physician will assign to the Agency any and all rights the Physician has to receive fee-for-service payments from the Available Amount for any of the Services provided under the terms of this Contract and will sign an assignment in the form attached hereto as Appendix 3C and such other documentation in connection with such assignment as may be reasonably required.

Article 6: Autonomy

- 6.1 The Physician will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws, rules, and regulations that are not inconsistent with or represent a material change to the terms of this Contract.
- 6.2 Subject to clause 6.1, the Physician is entitled to professional autonomy in the provision of the Services.

Article 7: Doctors of BC

- 7.1 The Physician is entitled, at the Physician's option, to representation by the Doctors of BC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 8: Dispute Resolution

- 8.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.

- 8.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve informally at the local level, may be referred to mediation on notice by either party to the others, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rule may be amended from time to time, by a sole arbitrator. The place of arbitration will be _____, British Columbia and the language of the arbitration will be English.
- 8.3 Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 8 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.
- 8.4 The Agency and the Physician must advise the Ministry of Health and the Doctors of BC respectively prior to referring any dispute to arbitration. The Ministry of Health and the Doctors of BC will have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.
- 8.5 Any dispute settlement achieved by the parties, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 9: Service Requirements

- 9.1 The Physician will provide the Services and the number of Sessions as described in Appendix 1.

Article 10: Licenses & Qualifications

- 10.1 During the Term, the Physician will maintain:
- (a) registered membership in good standing with the College of Physicians and Surgeons of British Columbia and will conduct the practice of medicine consistent with the conditions of such registration; and
 - (b) all other licences, qualifications, privileges and credentials required to deliver the Services.
- 10.2 During the Term, it is a fundamental term of the Contract that the Physician maintains enrolment in the Medical Services Plan (MSP).

- (a) For clarity, an order of the Medical Services Commission under section 15(2)(a) of the *Medicare Protection Act* for the duration of that order, is a breach of a fundamental term of this Contract.
- (b) If the Physician is no longer enrolled in MSP or is de-enrolled from MSP, the Physician must immediately notify the Agency of the period of the lack of enrollment or de-enrollment.

10.3 If all or some of the Services provided under this Contract are Specialist Services, as defined in the Alternative Payments Subsidiary Agreement, then the Physician will be and remain registered by the College of Physicians and Surgeons of BC to provide these Specialist Services.

10.4 All medical Services under this Contract will be provided either directly by the Physician, or a resident under the supervision and responsibility of the Physician, or by a clinical fellow under the supervision and responsibility of the Physician.

Article 11: Subcontracting

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

11.2 The Physician will ensure that any contract between the Physician and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract, including that the subcontractor sign a waiver/assignment in the form set out at Appendix 3. Further, the Physician will provide a copy of that waiver/assignment to the Agency prior to the subcontractor providing any Services under this Contract.

11.3 Prior to subcontracting any of their obligations, the Physician will review the capabilities, knowledge and experience of the potential subcontractor in a manner sufficient to establish that the potential subcontractor is able to meet the requirements of this Contract.

11.4 No subcontract relieves the Physician from their obligations or liabilities under this Contract.

Article 12: Compensation

12.1 The Physician will invoice the Agency for all the Services provided in a form acceptable to the Agency, substantially in the form set out at Appendix 2A.

12.2 The Agency will pay the Physician pursuant to Appendix 2.

12.3 The Physician is entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the Physician Master Agreement).

- 12.4 The Agency must forward the necessary information with respect to the Physician to the Doctors of BC Benefits Department, at the address set out below, prior to March 31 of each year in which the Contract is in effect. The Physician will provide the Agency with any information necessary for the Physician to access the Benefit Plans not in the possession of the Agency.

Benefits Manager
Doctors of BC
115 – 1665 West Broadway
Vancouver, BC V6J 5A4

- 12.5 The Physician is not entitled under this Contract to any benefit from the Agency including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for Physicians or their families, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime or statutory holidays.

Article 13: Reporting

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

- (c) complete and submit to the Agency all reports reasonably required by the Agency within 30 days (subject to the specific requirements in Appendix 4) of the Agency's written request.

13.4 The Physician is responsible for the accuracy of all information and reports submitted by the Physician to the Agency.

Article 14: Records

14.1 Where the Physician is providing Services in an Agency facility and the Agency has procedures in place, the Physician will create Clinical Records in the clinical charts that are established by and owned by the Agency and used by the facility where the Services are provided.

14.2 Where the Physician is providing Services in an Agency facility, and the Agency does not have procedures in place, the Physician will create and maintain Clinical Records in the manner provided for in the Bylaws of the College of Physicians and Surgeons of British Columbia.

14.3 The Physician will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.

14.4 For the purposes of this Article 14, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College of Physicians and Surgeons of British Columbia and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.

14.5 If requested to do so by the Agency the Physician will promptly return to the Agency all materials, including all findings, data, reports, documents and records, whether complete or otherwise, that have been produced or developed by the Physician or provided to the Physician by the Agency in connection with the Services, that are in the Physician's possession or control.

Article 15: Third Party Claims

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

Article 16: Liability Protection

16.1 The Physician will, without limiting the Physician's obligations or liabilities herein, purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:

16.1.1 Where the Physician owns or rents the premises where the Services are provided, comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Physician will add the Agency as an additional

insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

16.1.2 Membership with the Canadian Medical Protective Association or alternative professional/malpractice protection plan.

- 16.2 All of the insurance required under clause 16.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.
- 16.3 The Physician agrees to provide the Agency with evidence of the membership/protection plan or insurance coverage required under this Article 16 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 17: Confidentiality

- 17.1 The Physician and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.
- 17.2 The Physician must not, without the prior written consent of the Agency, publish, release, or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:
- 17.2.1 necessary to fulfill the Physician's obligations under this Contract; or
 - 17.2.2 made in accordance with professional obligations as identified by the College of Physicians and Surgeons of BC; or
 - 17.2.3 in reference to this Contract.
- 17.3 For the purposes of this Article 17, information will be deemed to be confidential where all of the following criteria are met:
- 17.3.1 the information is not found in the public domain;
 - 17.3.2 the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and
 - 17.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 18: Conflict of Interest

- 18.1 During the Term, absent the written consent of the Agency, the Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest under this Contract.
- 18.2 The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach clause 18.1. If the parties are unable to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 8 of this Contract.

Article 19: Ownership

- 19.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. The Physician agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, the Physician will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 20: Audit, Evaluation and Assessment

- 20.1 The Physician acknowledges and agrees that the auditing authority of the Medical Services Commission under section 36 of the *Medicare Protection Act* (the “Act”), as amended from time to time, is incorporated and applies in relation to this Contract. The Agency and the Physician agree that the terms in Sections 15, 37 and 38 of the Act are hereby incorporated into this Contract, as modified by sections 20.2 and 20.3 below.
- 20.2 Without limiting section 20.1, the Physician acknowledges and agrees that for audits of this Contract conducted by the Medical Services Commission: (i) the Physician is a “practitioner” as defined in the *Act*; and, (ii) the terms in sections 36(3) to 36(11) of the *Act* are hereby incorporated into this Contract for the purposes of audits in relation to this Contract.
- 20.3 Without limiting sections 20.1 and 20.2, in relation to this Contract, the Physician acknowledges and agrees that: (i) the incorporated reference in section 37(1) of the *Act* which states “the commission had paid an amount” also includes an amount paid by the Agency under this Contract; and (ii) the requirement to repay the Medical Services Commission under Sections 37(1)(d) and (1.1) includes that the Medical Services Commission may require the Physician to pay money to the Agency.
- 20.4 Prior to attending the clinic/practice for audit under this Article, a notice of inspection of an audit must be provided to the Physician. Unless determined otherwise by the Medical Services Commission, which in no case would include a random audit, notice of inspection must be provided at least 14 days prior to the inspection.

- 20.5 The Physician must reasonably cooperate with Medical Services Commission auditors for an audit in relation to this Contract, including by producing and allowing Medical Services Commission auditors to access relevant records, including the clinic/practice EMR.
- 20.6 Notwithstanding Article 8 (Dispute Resolution) or any other provision of this Contract, the parties agree that the Medical Services Commission has exclusive jurisdiction to determine disputes about alleged misbilling for Services under this Contract. The parties acknowledge and agree that the hearing process and rules for a hearing by the Medical Services Commission will be the same as those that the Medical Services Commission would follow in a hearing for a physician billing fee-for-service under the *Act*, unless the Medical Services Commission recommends that a different process or rules would be more appropriate in the circumstances and the parties agree to adopt the recommendation. Further, the parties acknowledge and agree that a Medical Services Commission audit or hearing for the Physician in relation to this Contract may occur simultaneously with one or more audits or hearings in relation to fee-for-service claims under the *Act* or other contracts.

Article 21: Notices

- 21.1 Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- 21.1.1 If mailed by prepaid double registered mail to the addressee's address listed below, on date of confirmation of delivery; or
- 21.1.2 If delivered by hand to the addressee's address listed below on the date of such personal delivery; or
- 21.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 21.
- 21.2 Either party must give notice to the other of a change of address.
- 21.3 Address and e-mail address of Agency:
- Address and e-mail address of Physician:

Article 22: Amendments

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

Article 23: Entire Contract

23.1 This Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements.

Article 24: No Waiver Unless in Writing

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

Article 25: Headings

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

Article 26: Enforceability and Severability

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

Article 27: Physician Master Agreement and Physician Master Subsidiary Agreements

27.1 This Contract is subject to the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements, and amendments thereto.

27.2 In the event that during the Term, a new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s) come into effect, the parties agree to meet on notice by one party to the other to re-negotiate and amend the terms of this Contract to ensure compliance with the new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s).

Article 28: Execution of the Contract

28.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

All counterparts will be construed together and will constitute one and the same original agreement.

- 28.2 This Contract may be validly executed by transmission of a signed copy thereof by e-mail.
- 28.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

Article 29: Physicians as Professional Medical Corporations

- 29.1 Where the Physician is a professional medical corporation:
- (a) the Physician will ensure that its physician owner, being the individual signing this Contract on the Physician's behalf (the "**Physician's Owner**"), performs and fulfills, in accordance with the terms of this Contract, all obligations of the Physician under this Contract that cannot be performed or fulfilled by a professional medical corporation;
 - (b) the Agency agrees to confer on the Physician's Owner, for the Physician's benefit, all rights of the Physician under this Contract that cannot be held by a professional medical corporation; and
 - (c) for clarity, all remuneration for the Services will be paid to the professional medical corporation.

Dated at _____, British Columbia this ____ day of _____.

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

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Physician:

[Sign here if you are a Physician who is not incorporated]

Dr.

[Sign here, on behalf of your professional medical corporation, if you are a Physician who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

1. Subject to paragraph 2 of this Appendix 1, the Physician shall provide _____ Sessions per fiscal year during the Term in the _____ [*insert Program/Department*], at _____ [*insert site or sites*].
2. If during any Fiscal Quarter during the Term, the Physician provides fewer than _____ Sessions [*The number to be inserted here will be ¼ of the number noted in paragraph 1 above*] then the Agency may reallocate from this Contract a number of sessions up to the number that is equal to the difference between _____ [*The number to be inserted here will be ¼ of the number noted in paragraph 1 above*] and the number of Sessions provided by the Physician during the Fiscal Quarter in question, in which case the total number of Sessions to be provided by the Physician under this Contract will be automatically reduced by the number of Sessions reallocated.
3.
 - (a) Subject to paragraph 3 (b) of this Appendix 1, the Physician will provide the Sessions in accordance with a schedule established by the parties, in advance for each Fiscal Quarter.
 - (b) It is understood that the schedule established in accordance with paragraph 3 (a) of this Appendix 1 will be the expected and typical schedule but that variations may occur to it from time to time due to planned time off for the Physician, and client needs and care commitments of greater urgency. Unless impracticable, such variations will be discussed between the Physician and the _____ in advance.
4. In the event that in order to meet operational requirements, the Agency and the Physician agree that the Physician will provide Services beyond the Sessions agreed to in paragraph 1 above, the Agency will ensure that the Physician receives payment for such Services at the appropriate sessional rate.
5. The Physician will provide the following Services:

It is understood and agreed that more detailed descriptions of the Services will be included in this Appendix as negotiated at the local level between the Physician and the Agency, but must include the following:

- (a) Participation in the evaluation of the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.
- (b) Those activities that are necessary to satisfy the Physician's obligations under Article 13 and Appendix 3 of this Contract.

5. The Physician will supply the following support, technology, material and supplies:

6. The Agency will provide the following support, technology, material and supplies:

APPENDIX 2

PAYMENT

1. The Agency will pay the Physician at the rate of \$_____ per Session that the Physician provides under the terms of this Contract upon receipt of the invoice for the Services provided.
2. Subject to section 4 of Appendix 1, the total amount paid by the Agency to the Physician under this Contract will not exceed \$_____.
3. All invoices for Services provided under this Contract must:
 - (a) identify by date and hours the Sessions or partial Sessions for which payment is claimed;
 - (b) be accompanied by an identification of the specific Service(s) provided during each such Session or partial Session using the Agency's sessional coding system; and
 - (c) be submitted to the Agency within 30 days following the end of the month during which the Services were provided.

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency.

APPENDIX 3A

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Sessional Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan or third parties with respect to such Services.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3B

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Sessional Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan with respect to such Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive any payments for any such Services from any third party including but not limited to:

- (a) billings associated with, WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for all non-insured Services, excluding medical-legal services , and
- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3C

FEE FOR SERVICE AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Sessional Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive fee for service payments from the Medical Service Plan and third parties with respect to such Services.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent, (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

The Physician will comply with the reporting requirements set out below. It is the Physician's responsibility to ensure that all reports/forms are completed and submitted as set out below, and in particular:

It is understood and agreed that more detailed descriptions of the reporting requirements will be included in this Appendix 4 as negotiated at the local level between the Physician and the Agency.

Schedule “F” to the Alternative Payments Subsidiary Agreement
GROUP TEMPLATE SESSIONAL CONTRACT

BETWEEN:

**THOSE PHYSICIANS AND PROFESSIONAL MEDICAL CORPORATIONS LISTED
ON THE SIGNATURE PAGE OF THIS CONTRACT**

(each is individually a “**Physician**” and collectively all
are referred to as the “**Physicians**”)

OR

[PARTNERSHIP NAME]

(the “**Partnership**”)

OR

[CORPORATION NAME]

(the “**Corporation**”)

If this Contract is between the Agency and a partnership or a corporation, the Contract requires amendments that reflect the legal status of the parties.

AND:

(the “**Agency**”)

WHEREAS the Physicians wish to contract with the Agency and the Agency wishes to contract with the Physicians to provide clinical and related teaching, research and clinical administrative services on the terms, conditions and understandings set out in this Sessional Contract;

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

Article 1: Definitions

- 1.1 Words used in this Contract, including in the recitals and the Appendices, that are defined in the 2022 Physician Master Agreement or Physician Master Subsidiary Agreements have the same meaning as in the 2022 Physician Master Agreement or the Physician

Master Subsidiary Agreements, unless otherwise defined in this Contract. In addition, in this Contract, including the recitals and Appendices, the following definitions apply:

- (a) “**Contract**” or “**Sessional Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 23.
- (b) “**Fiscal Quarter**” means a three-month period consisting of one of April 1 to June 30, July 1 to September 30, October 1 to December 31, or January 1 to March 31, in any given year.
- (c) “**2022 Physician Master Agreement**” means the agreement titled “2022 Physician Master Agreement” and entered into as of April 1, 2022 among the Government, the Medical Services Commission and the Association of Doctors of BC (“**Doctors of BC**”), as subsequently amended from time to time.
- (d) “**Services**” means clinical and related teaching, research and clinical administrative services, and those Services provided under this Contract are specifically described in Appendix 1, as amended from time to time by written agreement between the Agency and the Physician.
- (e) “**Session**” means 3.5 hours of Services and may be an accumulation of lesser time intervals adding up to 3.5 hours.

Article 2: Term & Renewal

- 2.1 This Contract will be in effect from <insert date> to <insert date> notwithstanding the date of its execution, unless terminated earlier as provided herein (the “**Term**”).
- 2.2 This Contract may be renewed for such period of time and on the terms as the parties may mutually agree to in writing:
 - (a) If the Physicians wish to renew this Contract, the Physicians must provide written notice to the Agency no later than ninety (90) days prior to the end of the Term.
 - (b) If the Agency wishes to renew this Contract, it must provide written notice to the Physicians no later than ninety (90) days prior to the end of the Term.

As soon as practical after either the Physicians or the Agency has provided notice in accordance with this clause 2.2, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.

- 2.3 Subject to clause 2.4, if both the Physicians and the Agency agree to renew the Contract the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 2.4 In the event that notice is given by either the Physicians or the Agency in accordance with clause 2.2 above and if a new contract is not completed within six (6) months following

the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 3: Termination

- 3.1 The Physicians (collectively) or the Agency may terminate the Contract without cause upon six (6) months' written notice to the other, or immediately upon written notice if the other breaches a fundamental term of this Contract.
- 3.2 Subject to clause 3.3 and without affecting the rights and obligations of the remaining Physicians:
 - (a) each Physician has the separate and distinct right to terminate the Contract as between that Physician and the Agency without cause upon six (6) months' written notice to the Agency, with an information copy of such notice to the remaining Physicians; and
 - (b) the Agency may terminate the Contract as between the Agency and any individual Physician without cause upon six (6) months' written notice to that Physician, with an information copy of such notice to the remaining Physicians.
- 3.3 Each Physician or the Agency may terminate the Contract as between that Physician and the Agency immediately upon written notice if the other breaches a fundamental term of this Contract. For clarity, loss of privileges by a Physician related to the Services provided under this Contract is a breach of a fundamental term of this Contract.

Article 4: Relationship of Parties

- 4.1 Each Physician is an independent contractor to the Agency and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract or by the provision of the Services to the Agency by the Physician. No partnership relationship between the Physicians is created by this Contract or by the provision of the Services to the Agency by the Physicians. None of the Physicians intends to carry on a business with a view to profit with the other Physicians in respect of the Services.
- 4.2 None of the Physicians nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.
- 4.3 If a Physician employs other persons or is a professional medical corporation, the Physician will apply to register with WorkSafeBC and:
 - (a) if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of

whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible, or

(b) if advised by WorkSafeBC that the Physician is a “worker”, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.

- 4.4 If a Physician purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Physician’s Option), the Physician will provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible.
- 4.5 Each Physician must pay any and all payments and/or deductions required to be paid by the Physician, including those required for income tax, Employment Insurance premiums, workers’ compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Physician is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to this Contract.
- 4.6 The liability of the Physicians for payments referred to in clause 4.5 is several and not joint.
- 4.7 Each Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from that Physician’s failure to make any payments referred to in clause 4.5.
- 4.8 The indemnity in clause 4.7 survives the expiry or earlier termination of this Contract.

Article 5: Unincorporated Groups

5.1 As the Services are provided under this Contract by multiple Physicians, each Physician will be party to, and bound by, this Contract.

Parties to select one of three options for clause 5.2 in negotiations.

5.2 The Physicians will develop a process or agreement to govern their intra-group relationship.

OR

5.2 The Physicians will develop an intra-physician group governance agreement. Each of the Physicians will be a party to the intra-physician group governance agreement, and the Physicians will ensure that any physician who becomes a Physician during the Term also becomes a party to the intra-physician group governance agreement. If the Physicians are

failing to provide the Services pursuant to the terms of this Contract on a persistent basis and the Agency reasonably believes that such failure is related to the Physicians' intra-physician group governance agreement, the Agency may request a copy of the intra-physician group governance agreement from the Physicians, and the Physicians will not unreasonably deny the Agency's request.

OR

- 5.2 The Physicians will develop an intra-physician group governance agreement. Each of the Physicians will be a party to the intra-physician group governance agreement, and the Physicians will ensure that any physician who becomes a Physician during the Term also becomes a party to the intra-physician group governance agreement. The Physicians will provide the Agency with a copy of the intra-physician group governance agreement within two months of the first day of the Term. Any amendments to the intra-physician group governance agreement made during the Term will be promptly disclosed to the Agency.
- 5.3 Subject to sub-clause 3.2(b), the Physicians may designate a representative from among the Physicians to represent the Physicians with respect to notices, the proposed addition of new physicians to the Contract and all invoicing and payment matters under this Contract (the "**Representative**") and will notify the Agency of the identity of the Representative. If the Representative changes during the Term, the Physicians will notify the Agency of the new Representative.
- 5.4 Where a notice under any term of this Contract is to be given to all of the Physicians, the Physicians agree that a single notice to the Representative sent to the address provided in Article 22 will constitute notice to all of the Physicians. Where notice is to be given to less than all of the Physicians, it must be given to those individual Physicians at the address(es) provided at Appendix 5.
- 5.5 In the event of the departure of a Physician pursuant to clauses 3.2 or 3.3, the parties will meet to discuss whether amendments to any Appendices are required and to make agreed changes.
- 5.6 The Physicians must use reasonable efforts to replace departing Physicians.
- 5.7 Any replacement or new physicians that the Physicians propose to add are subject to approval by the Agency in accordance with its normal policies, by-laws, and rules. Such approval will not be unreasonably withheld.
- 5.8 Subject to clause 5.7, for any new physician added to this Contract who is not an initial signatory to this Contract, the Physicians (collectively) or their Representative, the Agency, and the new physician will sign and deliver to the others an acknowledgement and agreement in the form set out in Appendix 6 ("**New Physician – Agreement to Join**"), agreeing that the new physician will become party to and bound by the terms of this Contract.

Article 6: Waiver/Assignment

- 6.1 Unless specified otherwise, each Physician must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. Physicians may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:
- (a) billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
 - (b) billings for non-insured Services, excluding medical/legal services, and
 - (c) billings for Services provided to persons who are not beneficiaries under the Medicare Protection Act, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.
- 6.2 Where the Available Amount is not a source of funding for this Contract, each Physician will sign:
- (a) a waiver in the form attached hereto as Appendix 3A and such other documentation in connection with such waiver as may be reasonably required;
 - (b) if the Physician is required to assign to the Agency any and all rights the Physician has to receive third party billings for any of the Services provided under the terms of this Contract, a waiver and assignment in the form attached hereto as Appendix 3B and such other documentation in connection with such waiver and assignment as may be reasonably required.
- 6.3 Where the Available Amount is a source of funding for this Contract, each Physician will assign to the Agency any and all rights the Physician has to receive fee-for-service payments from the Available Amount for any of the Services provided under the terms of this Contract and will sign an assignment in the form attached hereto as Appendix 3C and such documentation in connection with such assignment as may be reasonably required.

Article 7: Autonomy

- 7.1 Each Physician will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws, rules, and regulations that are not inconsistent with or represent a material change to the terms of this Contract.
- 7.2 Subject to clause 7.1, each Physician is entitled to professional autonomy in the provision of the Services.

Article 8: Doctors of BC

- 8.1 Each Physician separately and the Physicians collectively are entitled, at their option, to representation by the Doctors of BC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 9: Dispute Resolution

- 9.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.
- 9.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that any Physician(s) and the Agency (the Physician(s) or the Agency, each a **“Party to the Dispute”** or collectively **“Parties to the Dispute”**) are unable to resolve informally at the local level, may be referred to mediation on notice by either Party to the Dispute to the other, with the assistance of a neutral mediator jointly selected by the Parties to the Dispute. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the Parties to the Dispute in writing, the dispute will be referred to arbitration administered pursuant to the British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rules may be amended from time to time, by a sole arbitrator. The place of arbitration will be _____, British Columbia and the language of the arbitration will be English.
- 9.3 Upon agreement of the Parties to the Dispute, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 9 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.
- 9.4 The Parties to the Dispute must advise the Ministry of Health and the Doctors of BC respectively prior to referring any dispute to arbitration. The Ministry of Health and the Doctors of BC will have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.
- 9.5 Any dispute settlement achieved by the Parties to the Dispute, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 10: Service Requirements

- 10.1 The Physicians will provide the Services and the number of Sessions as described in Appendix 1.

Article 11: Licenses & Qualifications

11.1 During the Term, each Physician will maintain:

- (a) registered membership in good standing with the College of Physicians and Surgeons of British Columbia and will conduct the practice of medicine consistent with the conditions of such registration; and
- (b) all other licences, qualifications, privileges and credentials required to deliver the Services.

11.2 During the Term, it is a fundamental term of the Contract that each Physician maintains enrolment in the Medical Services Plan (MSP).

- (a) For clarity, an order of the Medical Services Commission under section 15(2)(a) of the *Medicare Protection Act* for the duration of that order, is a breach of a fundamental term of this Contract.
- (b) If a Physician is no longer enrolled in MSP or is de-enrolled from MSP, the Physician must immediately notify the Agency of the period of the lack of enrollment or de-enrollment.

11.3 If all or some of the Services provided under this Contract are Specialist Services, as defined in the Alternative Payments Subsidiary Agreement, then the Physicians providing the Specialist Services will be and remain registered by the College of Physicians and Surgeons of BC to provide these Specialist Services.

11.4 All medical Services under this Contract will be provided either directly by a Physician, or a resident under the supervision and responsibility of a Physician, or by a clinical fellow under the supervision and responsibility of a Physician.

Article 12: Subcontracting

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

12.2 Each Physician will ensure that any contract between the Physician and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract, including that the subcontractor sign a waiver/assignment in the form set out at Appendix 3. Further, the Physician will provide a copy of that waiver/assignment to the Agency prior to the subcontractor providing any Services under this Contract.

12.3 Prior to subcontracting any of their obligations, each Physician will review the capabilities, knowledge and experience of the potential subcontractor in a manner sufficient to establish that the potential subcontractor is able to meet the requirements of this Contract.

12.4 No subcontract relieves a Physician from their obligations or liabilities under this Contract.

Article 13: Compensation

13.1 The Physicians will invoice the Agency for all the Services provided in a form acceptable to the Agency, substantially in the form set out at Appendix 2A.

13.2 The Agency will pay the Physicians pursuant to Appendix 2.

13.3 Each Physician is entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the Physician Master Agreement).

13.4 The Agency must forward the necessary information with respect to each Physician to the Doctors of BC Benefits Department, at the address set out below, prior to March 31 of each year in which the Contract is in effect. The Physicians will provide the Agency with any information necessary for the Physicians to access the Benefit Plans not in the possession of the Agency.

Benefits Manager
Doctors of BC
115 – 1665 West Broadway
Vancouver, BC V6J 5A4

13.5 No Physician is entitled under this Contract to any benefit from the Agency including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for the Physicians or their families, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime or statutory holidays.

Article 14: Reporting

14.1 The parties acknowledge that the Agency has a responsibility to transmit the details of the Services to the Ministry of Health the same as required for physicians billing fee-for-service, including:

14.1.1 the name and identity number of the patient;

14.1.2 the practitioner number of the practitioner who personally rendered or was responsible for the service;

14.1.3 the details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service, the diagnosis and the equivalent fee item or encounter record code.

- 14.2 Each Physician will co-operate with the Agency and make all reasonable efforts to provide it with the information it requires in order to meet its obligation referred to in clause 14.1, by providing the information listed at Appendix 4.
- 14.3 Each Physician will also:
- (a) report to the Agency all work done by the Physician in connection with the provision of the Services;
 - (b) comply with the reporting obligations set out in Appendix 4 of this Contract; and
 - (c) complete and submit to the Agency all reports reasonably required by the Agency within 30 days (subject to the specific requirements in Appendix 4) of the Agency's written request.
- 14.4 Each Physician is responsible for the accuracy of all information and reports submitted by the Physician to the Agency.

Article 15: Records

- 15.1 Where a Physician is providing Services in an Agency facility and the Agency has procedures in place, each Physician will create Clinical Records in the clinical charts that are established by and owned by the Agency and used by the facility where the Services are provided.
- 15.2 Where a Physician is providing Services in an Agency facility and the Agency does not have procedures in place, each Physician will create and maintain Clinical Records in the manner provided for in the Bylaws of the College of Physicians and Surgeons of British Columbia.
- 15.3 The Physicians will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.
- 15.4 For the purposes of this Article 15, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College of Physicians and Surgeons of British Columbia and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.
- 15.5 If requested to do so by the Agency each Physician will promptly return to the Agency all materials, including all findings, data, reports, documents and records, whether complete or otherwise, that have been produced or developed by the Physician or provided to the Physician by the Agency in connection with the Services, that are in that Physician's possession or control.

Article 16: Third Party Claims

16.1 The Physicians and the Agency will provide the others with prompt notice of any action against any of them arising out of this Contract.

Article 17: Liability Protection

17.1 Each Physician will, without limiting the Physician's obligations or liabilities herein, purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:

17.1.1 Where a Physician owns or rents the premises where the Services are provided, comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Physician will add the Agency as an additional insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

17.1.2 Membership with the Canadian Medical Protective Association or an alternative professional/malpractice protection plan.

17.2 All of the insurance required under clause 17.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

17.3 Each Physician agrees to provide the Agency with evidence of the membership/protection plan or insurance coverage required under this Article 17 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 18: Confidentiality

18.1 Each Physician and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.

18.2 Each Physician must not, without the prior written consent of the Agency, publish, release, or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:

18.2.1 necessary for the Physician to fulfill the Physician's obligations under this Contract; or

18.2.2 made in accordance with the Physician's professional obligations as identified by the College of Physicians and Surgeons of BC; or

18.2.3 in reference to this Contract.

18.3 For the purposes of this Article 18, information will be deemed to be confidential where all of the following criteria are met:

18.3.1 the information is not found in the public domain;

18.3.2 the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and

18.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 19: Conflict of Interest

19.1 During the Term, absent the written consent of the Agency, each Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest under this Contract.

19.2 The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach clause 19.1. If the parties are unable to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 9 of this Contract.

Article 20: Ownership

20.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. Each Physician agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, each Physician will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 21: Audit, Evaluation and Assessment

21.1 Each Physician acknowledges and agrees that the auditing authority of the Medical Services Commission under section 36 of the *Medicare Protection Act*: (the “*Act*”), as amended from time to time, is incorporated and applies in relation to this Contract. The Agency and the Physician agree that the terms in Sections 15, 37 and 38 of the *Act* are hereby incorporated into this Contract, as modified by sections 21.2 and 21.3 below.

21.2 Without limiting sections 21.1, each Physician acknowledges and agrees that for audits of this Contract conducted by the Medical Services Commission: (i) the Physician is a “practitioner” as defined in the *Act*; and, (ii) the terms in sections 36(3) to 36(11) of the *Act* are hereby incorporated into this Contract.

- 21.3 Without limiting sections 21.1 and 21.2 in relation to this Contract, each Physician acknowledges and agrees that: (i) the incorporated reference in section 37(1) of the *Act* which states “the commission had paid an amount” also includes an amount paid by the Agency under this Contract; and (ii) the requirement to repay the Medical Services Commission under Sections 37(1)(d) and (1.1) includes that the Medical Services Commission may require the Physician to pay money to the Agency.
- 21.4 Prior to attending the clinic/practice for audit under this Article, a notice of inspection of an audit must be provided to the Physicians. Unless determined otherwise by the Medical Services Commission, which in no case would include a random audit, notice of inspection must be provided at least 14 days prior to the inspection.
- 21.5 Each Physician must reasonably cooperate with Medical Services Commission auditors for an audit in relation to this Contract including by producing and allowing Medical Services Commission auditors to access relevant records, including the clinic/practice EMR.
- 21.6 Notwithstanding Article 9 (Dispute Resolution) or any other provision of this Contract, the Physicians and the Agency agree that the Medical Services Commission has exclusive jurisdiction to determine disputes about alleged misbilling for Services under this Contract. The Physicians and the Agency acknowledge and agree that the hearing process and rules for a hearing by the Medical Services Commission will be the same as those that the Medical Services Commission would follow in a hearing for a physician billing fee-for-service under the *Act*, unless the Medical Services Commission determines that a different process or rules would be more appropriate in the circumstances and the parties agree to adopt the recommendation. Further, the Physicians and the Agency acknowledge and agree that a Medical Services Commission audit or hearing for a Physician in relation to this Contract may occur simultaneously with one or more audits or hearings in relation to fee-for-service claims under the *Act* or other contracts.

Article 22: Notices

- 22.1 Any notice, report, or any or all of the documents that either the Physicians or the Agency may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- 22.1.1 If mailed by prepaid double registered mail to the addressee’s address listed below or in Appendix 5 (as applicable), on date of confirmation of delivery; or
- 22.1.2 If delivered by hand to the addressee’s address listed below or in Appendix 5 (as applicable), on the date of such personal delivery; or
- 22.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 22 or in Appendix 5 (as applicable).

22.2 Each Physician and the Agency must give notice to the other of a change of address.

22.3 Address and e-mail address of Agency:

Address and e-mail address of the individual Physicians – see Appendix 5:

If the Physicians have selected a Representative as per Article 5:

Address and e-mail address of the Representative:

Article 23: Amendments

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

Article 24: Entire Contract

24.1 This Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract, the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements.

Article 25: No Waiver Unless in Writing

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

Article 26: Headings

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

Article 27: Enforceability and Severability

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

Article 28: Physician Master Agreement and Physician Master Subsidiary Agreements

- 28.1 This Contract is subject to the Physician Master Agreement and the Physician Master Subsidiary Agreements, and amendments thereto.
- 28.2 In the event that during the Term, a new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s) come into effect, the Physicians and the Agency agree to meet on notice by one to the other to re-negotiate and amend the terms of this Contract to ensure compliance with the new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s).

Article 29: Execution of the Contract

- 29.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one and the same original agreement.
- 29.2 This Contract may be validly executed by transmission of a signed copy thereof by e-mail.
- 29.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

Article 30: Physicians as Professional Medical Corporations

- 30.1 Where a Physician in this Contract is a professional medical corporation:
 - (a) the Physician will ensure that its physician owner, being the individual signing this Contract on the Physician's behalf (the "**Physician's Owner**"), performs and fulfills, in accordance with the terms of this Contract, all obligations of the Physician under this Contract that cannot be performed or fulfilled by a professional medical corporation;
 - (b) the Agency agrees to confer on the Physician's Owner, for the Physician's benefit, all rights of the Physician under this Contract that cannot be held by a professional medical corporation; and
 - (c) for clarity, all remuneration for the Services will be paid to the professional medical corporation.

Dated at _____, British Columbia this ____ day of _____.

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

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Physicians:

[Sign here if you are a Physician who is not incorporated]

Dr.

Dr.

Dr.

[Sign here, on behalf of your professional medical corporation, if you are a Physician who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

1. Subject to paragraph 2 of this Appendix 1, the Physicians shall provide _____ Sessions per fiscal year during the Term in the _____ [*insert Program/Department*], at _____ [*insert site or sites*].
2. If during any Fiscal Quarter during the Term, the Physicians provide fewer than _____ Sessions [*The number to be inserted here will be ¼ of the number noted in paragraph 1 above*] then the Agency may reallocate from this Contract a number of sessions up to the number that is equal to the difference between _____ [*The number to be inserted here will be ¼ of the number noted in paragraph 1 above*] and the number of Sessions provided by the Physicians during the Fiscal Quarter in question, in which case the total number of Sessions to be provided by the Physicians under this Contract will be automatically reduced by the number of Sessions reallocated.
3.
 - (a) Subject to paragraph 3 (b) of this Appendix 1, the Physicians will provide the Sessions in accordance with a schedule established by the Physicians and the Agency, in advance for each Fiscal Quarter.
 - (b) It is understood that the schedule established in accordance with paragraph 3 (a) of this Appendix 1 will be the expected and typical schedule but that variations may occur to it from time to time due to planned time off for the Physician, and client needs and care commitments of greater urgency. Unless impracticable, such variations will be discussed between the Physician and the _____ in advance.
4. In the event that in order to meet operational requirements, the Agency and the Physicians agree that the Physicians will provide Services beyond the Sessions agreed to in paragraph 1 above, the Agency will ensure that the Physician receives payment for such Services at the appropriate sessional rate.

5. The Physicians will provide the following Services:

It is understood and agreed that more detailed descriptions of the Services will be included in this Appendix as negotiated at the local level between the Physicians and the Agency, but must include the following:

- (a) Participation in the evaluation of the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.

- (b) Those activities that are necessary to satisfy the Physicians' obligations under Article 14 and Appendix 3 of this Contract.
- 6. The Physicians will supply the following support, technology, material and supplies:
- 7. The Agency will provide the following support, technology, material and supplies:

APPENDIX 2

PAYMENT

1. The Agency will pay the Physicians at the rate of \$_____ per Session that the Physicians provide under the terms of this Contract upon receipt of the invoice for the Services provided.
2. Subject to section 4 of Appendix 1, the total amount paid by the Agency to the Physicians under this Contract will not exceed \$_____.
3. All invoices for Services provided under this Contract must:
 - (a) identify by date and hours the Sessions or partial Sessions for which payment is claimed;
 - (b) be accompanied by an identification of the specific Service(s) provided during each such Session or partial Session using the Agency's sessional coding system; and
 - (c) be submitted to the Agency within 30 days following the end of the month during which the Services were provided.

If the Agency is paying the individual Physicians, replace "Physicians" above with "each Physician".

If payment is being made to the group via a Representative, additional language should be added to Appendix 2 as follows:

Payments will be made to the Representative. It is the responsibility of the Physicians and the Representative to allocate payments among the Physicians providing the Services in accordance with this Contract and their intra-physician process or agreement. Each Physician hereby acknowledges that the Agency is not and will not be responsible for such allocation and for any disagreements between the Physicians over such allocation of payments from the Agency.

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency.

APPENDIX 3A

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Sessional Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician (or to the Representative on the Physician's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services covered by and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan or third parties with respect to such Services.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3B

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Sessional Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician (or to the Representative on the Physician's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan with respect to such Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive any payments for any such Services from any third party including but not limited to:

- (a) billings associated with, WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for all non-insured Services, excluding medical-legal services , and
- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the

Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3C

FEE FOR SERVICE AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Sessional Contract between the undersigned and [*name of Agency*] dated _____.

The Physician acknowledges that the payments paid to the Physician (or to the Representative on the Physician's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby assigns to the Agency any and all rights the Physician has to receive fee for service payments from the Medical Service Plan and third parties with respect to such Services.

The Physician will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent, (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, the Physician will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Note: If any Services are billable on a fee-for-service basis, they must be specifically excluded here and in the Contract.

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

Each Physician will comply with the reporting requirements set out below. It is the Physicians' responsibility to ensure that all reports/forms are completed and submitted as set out below, and in particular:

It is understood and agreed that more detailed descriptions of the reporting requirements will be included in this Appendix 4 as negotiated at the local level between the Physicians and the Agency.

APPENDIX 6

NEW PHYSICIAN - AGREEMENT TO JOIN

(“New Physician-Agreement to Join”)

Re: Sessional Contract effective <insert date> (the “Contract”) between the Agency and those physicians named on the signature page of the Contract, or who subsequently became a party to the Contract by entering into this New Physician - Agreement to Join.

[Note: if a Representative has not been designated, replace all references to the “Representative” below with “Physicians” and make other consequential amendments]

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned:

1. The Representative, on behalf of and with the authority of all of the Physicians, confirms that the Physicians wish to add Dr. _____ (the “New Physician”) as a “Physician” under the Contract to provide Services to the Agency under the terms of the Contract.
2. The New Physician acknowledges having received a copy of the Contract and hereby agrees with the Agency and the other Physicians that the New Physician will be bound by, and will comply with, all of the terms and conditions of the Contract as a “Physician”. The New Physician acknowledges that all payments for Services under the Contract will be made by the Agency to the Physicians as provided in the Contract and that the Representative, currently Dr. _____, has been granted certain authority to act as the representative of the Physicians, including the New Physician, under the Contract. [The New Physician confirms that Dr. _____ is the “Physician Owner” for the New Physician]
3. The New Physician will become party to any intra-group governance agreement between the Physicians.
4. The New Physician confirms that notices to the Physicians will be delivered as set out in clause 22.3 of the Contract. Where a notice is to be given to less than all of the Physicians, the address for notice for the New Physician is:

▼▼

▼▼

5. The Agency's agreement to the New Physician joining is subject to the New Physician meeting all credentialing, licensing and other qualifications set out in the Contract (if not already met).
6. All capitalized terms used in this New Physician – Agreement to Join and not otherwise defined will have the meaning given to them in the Contract. This New Physician – Agreement to Join may be executed in multiple counterparts and all such counterparts will constitute one and the same agreement.
7. The addition of the New Physician to the Contract is effective the date the New Physician signatory actually commences providing Services under the Contract

Dated at _____, British Columbia this ____ day of _____.

IN WITNESS WHEREOF THE PARTIES to this New Physician – Agreement to Join have duly executed this New Physician – Agreement to Join as of the date written above.

Dr. _____ as the Representative

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered on behalf of the New Physician:

New Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Schedule “G” to the Alternative Payments Subsidiary Agreement

**CLASSIFICATION CRITERIA FOR COMMUNITY MEDICINE/PUBLIC HEALTH
AREAS A-D PRACTICE CATEGORIES –
Salary Agreements and Service Contracts**

Subject to amendment by the Allocation Committee under Article 4.

General Principles

Community Medicine/Public Health (CMPH) Physician shall be the title of the job group used to classify physician positions that require the practice of Public Health or Community Medicine. This includes, for example, Medical Health Officers (MHOs), Public Health Epidemiologists, Community Medicine Consultants, and First Nations Medical/Public Health Advisors.

Physician positions that are matched to the CMPH classification require graduation from a medical school of recognized standing with a degree of Doctor of Medicine and membership in good standing with the College of Physicians and Surgeons of British Columbia.

Physician positions that are matched to the CMPH classification and are compensated through a Salary Agreement or Service Contract shall be paid in accordance with the Salary Agreement Range or Service Contract Range, as applicable, for the Community Medicine/Public Health Areas A-D in accordance with the Application section below.

Application

1. Area A is reserved for physician positions that require the practice of Public Health or Community Medicine, that do not include the administrative roles of supervising other physicians and establishing program policy, and where the physician is not certified by the Royal College of Physicians and Surgeons of Canada as a specialist in Community Medicine or a related specialty and does not have a Master’s degree in Public Health (e.g., a GP working in the job of MHO) or where such specialty or degree is not relevant to the duties of the job.
2. Area B is reserved for physician positions that require the practice of Public Health or Community Medicine, that do not include the administrative roles of supervising other physicians and establishing program policy, and where the physician has the additional training of a Master’s degree in Public Health or the equivalent Master’s degree, provided that the degree is relevant to the duties of the job.
3. Area C is reserved for physician positions that require the practice of Public Health or Community Medicine, that do not include the administrative roles of supervising other physicians and establishing program policy, and where the physician is certified by the Royal College of Physicians and Surgeons of Canada as a specialist in Community Medicine or a related specialty, provided that the specialty is relevant to the duties of the job.

4. Physician positions that include the administrative roles of supervising other physicians and establishing program policy (e.g., Chief Medical Health Officer, Director Epidemiology) move to the next higher Area (e.g., a Chief MHO who is a GP would fall within Area B; a Chief MHO who has a relevant Master's degree would fall within Area C; a Chief MHO who has a relevant Specialist certification would fall within Area D).
5. Area D is reserved for physician positions that include the administrative roles of supervising other physicians and establishing program policy AND where the physician is certified by the Royal College of Physicians and Surgeons of Canada as a specialist in Community Medicine or a related specialty, provided that the specialty is relevant to the duties of the job (i.e., all criteria must be met).