

## **Schedule “D” to the Alternative Payments Subsidiary Agreement**

### **STANDARD TERMS AND CONDITIONS OF EMPLOYMENT UNDER SALARY AGREEMENTS**

#### **1. British Columbia Medical Association**

- (a) The Physician is entitled, at his or her option, to representation by the British Columbia Medical Association (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 him/her by his/her supervisor. There will be ongoing communication between the Physician and his/her 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, 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 him/her 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.

#### **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 Arbitration Act.
- (c) Should the parties be unable to agree on the selection of the mediator or arbitrator within seven (7) days after notice is served by any party seeking the appointment of a mediator or arbitrator, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the mediator or arbitrator.
- (d) Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration.
- (e) 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.

- (f) 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 his/her 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 his/her 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. 2019 Physician Master Agreement and Physician Master Subsidiary Agreements**

- (a) This Salary Agreement is subject to the 2019 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 he/she 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.

**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