

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.

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.

