

**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.

22.2 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 5

## PHYSICIAN NAMES AND CONTACT INFORMATION

[illegible]

## 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