

\*Errors and Omissions Excepted

## ANESTHESIA SERVICE CONTRACT

### BETWEEN:

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

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

### AND:

\_\_\_\_\_ Health Authority

(the “**Agency**”)

**WHEREAS** the Physicians wish to contract with the Agency and the Agency wishes to contract with the Physicians to provide anesthesia services at \_\_\_\_\_ (the “**Site**”) on the terms, conditions and understandings set out in this Service Contract;

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

### Article 1: Definitions

1.1 Words used in this Contract, including in the recitals and the Appendices, that are defined in the 2019 Physician Master Agreement or Physician Master Subsidiary Agreements have the same meaning as in the 2019 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) “**2019 Physician Master Agreement**” means the agreement titled “2019 Physician Master Agreement” and entered into as of April 1, 2019 among the Government, the Medical Services Commission and the British Columbia Medical Association (“Doctors of BC”), as subsequently amended from time to time.
- (b) “**Contract**” or “**Service Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 24 of this Contract.
- (c) “**Fiscal Year**” means the 12 month period commencing on April 1 of a calendar year and ending on March 31 of the following calendar year.
- (d) “**Fiscal Quarter**” means each of the three month periods that collectively comprise a Fiscal Year: January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

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(e) “**Services**” means those services defined in Appendix 1.

## Article 2: **Term & Renewal**

- 2.1 This Contract will be in effect from \_\_\_\_\_ 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 (through their Physician Representative, defined below) no later than ninety (90) days prior to the end of the Term; or
  - (b) if the Agency wishes to renew this Contract, it must provide written notice to the Physicians (through their Agency Representative, defined below) 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 as above, 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 in 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 any party.

## Article 3: **Termination**

- 3.1 Subject to clause 3.2, the Physicians, collectively, or the Agency, may terminate the Contract without cause upon six (6) months’ written notice to the other.
- 3.2 Either the Physicians, collectively, or the Agency may terminate this Contract immediately upon written notice if the other breaches a fundamental term of this Contract.

## Article 4: **Notice of Default**

- 4.1 If a Physician or the Agency should fail to comply with one or more of its obligations under this Contract (the “**Defaulting Party**”), the other (the “**Non-Defaulting Party**”) will provide the Defaulting Party with a written notice of default which:
- (a) if the Defaulting Party’s failure to comply with this Contract is amenable to correction, instructs the Defaulting Party to correct the default within 14 days of receipt of the notice of default or within another time period mutually agreed upon by the parties; or
  - (b) if the Defaulting Party’s failure to comply with this Contract is not amenable to correction, outlines the default and may refer the matter to dispute resolution in accordance with Article 10, below.
- 4.2 If the Defaulting Party fails to correct their default within 14 days of receipt of the notice of default issued pursuant to clause 4.1(a), or within another time period mutually agreed upon by the parties,

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as applicable, either the Defaulting Party or the Non-Defaulting Party may refer the matter to the dispute resolution process set out in Article 10, below.

#### Article 5: **Relationship of the Parties**

- 5.1 Each Physician is an independent contractor to the Agency and:
- (a) 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 Physicians; and
  - (b) Not a partner to the other Physicians; 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 has an intention of carrying on a business with a view to profit with the other Physicians with respect to the Services.
- 5.2 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.
- 5.3 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,
  - (b) if advised by WorkSafeBC that the Physician is a 'worker' for the purposes of the *Workers' Compensation Act*, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.
- 5.4 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, initially and as reasonably requested by the Agency from time to time, in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, a clearance letter with a clearance date as far into the future as possible and advise the Agency immediately if the coverage lapses or expires.
- 5.5 Each Physician must pay any and all payments and/or deductions required to be paid by it/him/her, 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 Physicians pursuant to this Contract.
- 5.6 The liability of each Physician for payments referred to in clause 5.5 is several and not joint.
- 5.7 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 payments referred to in clause 5.5.
- 5.8 The indemnity in clause 5.7 survives the expiry or earlier termination of this Contract.

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## Article 6: **Unincorporated Groups**

- 6.1 As the Services are provided under this Contract by multiple Physicians, each of the Physicians will be party to, and bound by, this Contract.
- 6.2 The Physicians will develop an intra-physician group governance agreement that is consistent with and that facilitates the Physicians' ability to fulfill the terms of this Contract including:
- (a) 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.
  - (b) The intra-physician group governance agreement will include protocols (i) to avoid gaps in coverage of the Scheduled Shifts and (ii) to set out the steps that will be followed in the event of an unfilled shift.
- 6.3 The Physicians will provide the Agency's Representative (defined below) 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's Representative.
- 6.4 The parties will meet on request from either the Physicians or the Agency to discuss any concerns regarding the intra-physician group governance agreement, its consistency with this Contract or the impact it may have on the Physicians' ability to fulfill the terms of this Contract on an ongoing basis.
- 6.5 Upon entering this Contract, the Physicians will designate a Physician as the "**Physician Representative**" to represent the Physicians with respect to all matters pertaining to invoicing and payment matters and Quarterly Review activities described in Quarterly Review (Quarterly Review) and will notify the Agency of the identity of the Physician Representative. If the Physician Representative changes during the Term, the Physicians will notify the Agency forthwith of the new Physician Representative. For clarity, an individual Physician will represent himself/herself/itself with respect to a matter between that individual Physician and the Agency, as opposed to being represented by the Physician Representative.
- 6.6 Upon entering this Contract, the Agency will designate a representative as the "**Agency Representative**" to represent the Agency with respect to all matters pertaining to its rights and obligations under this Contract and will notify the Physicians of the identity of the Agency Representative. If the Agency Representative changes during the Term, the Agency will notify the Physicians forthwith of the new Agency Representative.
- 6.7 Where a notice is to be given to all of the Physicians in accordance with Article 23, the Physicians agree that a single notice to the Physician Representative sent to the address provided in Article 23 will constitute notice to all of the Physicians. Where notice is to be given to less than all of the Physicians, it must be given to those individual Physicians at the address(es) provided at APPENDIX 5.
- 6.8 **Physician-Initiated Departure.** Each Physician has the separate and distinct right to terminate his/her/its participation in this Contract and each Physician will do so
- (a) individually by providing the Agency with six (6) months' prior written notice, with an informational copy of such notice to the remaining Physicians; or

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- (b) in the case of a Physician who has an urgent medical issue that impedes the Physician's ability to provide Services, with written notice concurrent to the departure.
- 6.9 In the event of the departure of a Physician pursuant to clause 6.8 the following provisions apply:
  - (a) The departing Physician will resign his/her/its medical staff privileges and thereby cease to be a physician practicing at the Site, or if the departing Physician intends and the Physicians agree, the departing Physician may continue to provide Services at the Site as a locum and the Physician will apply to the Agency to change his/her/its medical staff privileges to locum privileges. Approval by the Agency of such a change will not be unreasonably withheld. The change to privileges will be governed by the medical staff bylaws.
  - (b) For clarity, clause 6.9(a) does not apply to termination of the Contract pursuant to Article 3.
- 6.10 In the event of a departure pursuant to clause 6.8, the parties may agree to:
  - (a) waive the Reduction Limit in "Reductions to the Scheduled Shifts";
  - (b) waive the notice periods that apply to reducing Services; and,
  - (c) reduce the Scheduled Shifts by an amount greater than the Reduction Limit.

Agreement to these changes will not be unreasonably withheld.
- 6.11 **Physician Departure Due to Fundamental Breach.** If a Physician breaches a fundamental term of this Contract, the Agency may terminate this Contract with respect to that Physician, with no prior notice, by providing an informational copy of such notice to the Physician and the remaining Physicians (through the Physician Representative). For clarity, maintenance of privileges is a fundamental term of the contract.
- 6.12 In the event of a departure pursuant to clause 6.11,
  - (a) on written request by the Physicians to the Agency, the Scheduled Shifts will be reduced by no more than the departing Physician's workload over the preceding six (6) months for the proceeding six (6) month period provided the Physicians use best efforts to cover the full schedule (i.e., the Scheduled Services prior to the reduction) for this six (6) month period, and after which the Physicians will again be responsible for full coverage of all of the Scheduled Shifts (i.e., the Scheduled Shifts in effect prior to the adjustment); and
  - (b) the parties will meet to discuss how the Physicians can best provide coverage of the Scheduled Shifts (with the reduction caused by the Physician's departure) and following consultation with the Physicians, the Agency will determine, based on patient need, which Scheduled Shifts or Particular Scheduled Shifts will be temporarily removed from the coverage obligation and the assessment and criteria for the incentive coverage obligation will be adjusted accordingly.
- 6.13 The Physicians will make all reasonable efforts to replace departing Physicians in accordance with Joint HHR Planning and Recruitment (Joint HHR Planning and Recruitment) and APPENDIX 7 (HHR Planning and Recruitment Process) of this Contract to ensure the Threshold Number of Physicians (defined below) of Physicians is maintained.
- 6.14 Any new physicians that the Physicians propose to add to this Contract are subject to approval by the Agency in accordance with its normal policies, by-laws and rules. Such approval will not be unreasonably withheld. This provision will be interpreted to be consistent with and to give effect to Joint HHR Planning and Recruitment and APPENDIX 7.

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- 6.15 Subject to clause 6.14, a new physician who is not an initial signatory to this Contract will sign and deliver to the Agency a form of acknowledgement and agreement in the form set out in APPENDIX 6 (“**New Physician – Agreement to Join**”), agreeing to become a party to and bound by the terms of this Contract. The Agency will provide a copy of the signed New Physician – Agreement to Join to the Physician Representative.

#### **Article 7: Waiver of Fee For Service Billings and Assignment of Third Party Billings**

- 7.1 For the purposes of this Article, third party billings include but are not limited to:
- (a) billings for Services associated with WorkSafeBC (WSBC) and other provincial workers’ compensation agencies, ICBC, Armed Forces, Provincial and Federal Corrections Programs, Interim Federal Health Programs for refugee claimants and disability insurers;
  - (b) billings for non-insured Services, expressly 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 with respect to whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.
- 7.2 Each Physician will not retain fee-for-service billings, including third party billings, for the Services covered by this Contract. However, workers’ compensation payments received by the Agency for the Physicians’ workers’ compensation billings over and above the Physicians’ hourly pay for the Services that generated the additional payments will be remitted to the Physicians in accordance with APPENDIX 2.
- Physicians may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract.
- 7.3 Each Physician will sign a waiver and assignment in the form attached hereto as APPENDIX 3 and in such other forms as required by the Agency from time to time and will provide to the Agency all such other documentation in connection with such fee-for-service waiver and third party billing assignment as may be reasonably required.
- 7.4 Each Physician will use its/his/her best efforts and take all reasonable steps to maximize the recovery of third party billings for the Services covered by this Contract. Each Physician will provide the Agency with the information it requires respecting the Services covered by this Contract and any other information required by the Agency in order to submit claims to MSP and other agents/payors.
- 7.5 The Agency will be responsible for submitting all billing and invoicing to MSP and any other agents/payors, and also for reconciliation, follow-up, resubmissions and dispute resolution as appropriate to ensure payment in full for the Services provided by the Physicians, however where assistance from a Physician is required in order to obtain payment, the Physician will assist the Agency.

#### **Article 8: Autonomy**

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

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- 8.2 Subject to clause 8.1, each Physician is entitled to professional autonomy in the performance of the Services.

#### Article 9: **Doctors of BC**

- 9.1 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 renegotiation or termination of this Contract.

#### Article 10: **Dispute Resolution**

- 10.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.
- 10.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the 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 *Arbitration Act*.
- 10.3 Should the Parties to the Dispute be unable to agree on the selection of the mediator or arbitrator within seven (7) days after notice is served by any Party to the Dispute seeking the appointment of a mediator or arbitrator, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the mediator or arbitrator.
- 10.4 Upon agreement of the Parties to the Dispute, the dispute may bypass the mediation step and be referred directly to arbitration.
- 10.5 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.
- 10.6 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 11: **Service Requirements**

- 11.1 Each Physician will work with the other Physicians and will schedule each Physician’s availability to ensure the Services as described in APPENDIX 1 are provided (as may be amended from time to time in accordance with APPENDIX 1).
- 11.2 Hours are as agreed upon by the parties at APPENDIX 1. It is understood that many circumstances require flexibility of hours and the Physicians will respond to these needs.

#### Article 12: **Licenses & Qualifications**

- 12.1 During the Term, each Physician will maintain:

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- (a) registered membership in good standing with the College of Physicians and Surgeons of British Columbia and will conduct his/her/its practice of medicine consistent with the conditions of such registration;
  - (b) enrolment in the Medical Services Plan; and
  - (c) all other licences, qualifications, privileges and credentials required to deliver the Services.
- 12.2 All or some of the Services provided under this Contract are Specialist Services, as defined in the Alternative Payments Subsidiary Agreement. The Physicians providing the Specialist Services will be registered by the College of Physicians and Surgeons of BC to provide these Specialist Services.
- 12.3 All Services under this Contract will be provided either directly by a Physician, a locum, 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 13: Locum Coverage**

- 13.1 The Physicians and the Agency will work together in recruiting and retaining qualified locums when necessary to assist with the provision of Services under this Contract. Locums are subject to the approval of the Agency, whose approval will not be unreasonably withheld. This provision will be interpreted to be consistent with and to give effect to Joint HHR Planning and Recruitment (Joint HHR Planning and Recruitment) and APPENDIX 7 (HHR Planning and Recruitment Processes).
- 13.2 The Physicians will be responsible to pay locums providing the Services from the amounts paid by the Agency to the Physicians under this Contract.
- 13.3 The Physicians will ensure that locums comply with the provisions of this Contract, including the Appendices, as if they were Physicians (i.e., physician signatories to this Contract).

### **Article 14: Compensation**

- 14.1 Each Physician will invoice the Agency for all Services provided in a form acceptable to the Agency, in accordance with APPENDIX 2 and APPENDIX 4 of this Contract.
- 14.2 The Agency will pay each Physician individually for the Services provided, upon receipt of an invoice, with the required reporting forms attached, in accordance with APPENDIX 2 and APPENDIX 4 of this Contract.
- 14.3 The Physicians will be entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the 2019 Physician Master Agreement).
- 14.4 The Agency will forward the necessary information 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 already in the possession of the Agency.

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



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- 14.5 The Physicians are not entitled to any benefits 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, or accidental death and dismemberment insurance death benefits.

#### Article 15: **Reporting**

- 15.1 Each Physician will comply with the reporting obligations set out in APPENDIX 4.
- 15.2 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 but not limited to the following:
- (a) the name and identity number of the patient;
  - (b) the practitioner number of the practitioner who personally rendered or was responsible for the service; and
  - (c) 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 (if applicable) and the equivalent fee item or encounter record code (“**Encounter Reporting**”).
- 15.3 Each Physician will use his/her/its best efforts and take all reasonable steps to ensure the Ministry receives complete Encounter Reporting, and 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 15.2, including by providing the information listed above in the relevant Daily Clinical Reporting Form (defined below) set out at EXHIBIT A TO APPENDIX 4.
- 15.4 Each Physician commits to report to the Agency all work done by the Physician in connection with the provision of the Services and to comply with the reporting obligations set out in Appendix 4 of this Contract.
- 15.5 Each Physician is responsible for the accuracy of all information and reports submitted by it/him/her to the Agency.
- 15.6 Subject to the specific reporting obligations set out in APPENDIX 4, each Physician is required to complete and submit to the Agency all reports reasonably required by the Agency within 30 days of the Agency’s written request.

#### Article 16: **Records**

- 16.1 Where the Agency has procedures in place, each Physician will create Clinical Records (as defined in clause 16.4) 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 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 under the *Health Professions Act*.
- 16.3 The Physicians will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.

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- 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 under the *Health Professions Act* and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.
- 16.5 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 that Physician, or provided to that Physician by the Agency in connection with the Services, that are in that Physician's possession or control.

#### Article 17: **Third Party Claims**

- 17.1 Each party will provide the others with prompt notice of any action against any of them arising out of this Contract.

#### Article 18: **Liability Protection**

- 18.1 Each Physician will without limiting his, her, or its obligations or liabilities herein purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:
- (a) where a Physician owns or rents the premises where the Services are provided, the Physician will maintain 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; and
  - (b) membership with the Canadian Medical Protective Association or an alternative professional/malpractice protection plan.
- 18.2 All of the insurance required under Article 18.1(a) 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 Each Physician agrees to provide the Agency with evidence of the 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 Each Physician and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.
- 19.2 Each Physician will 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:
- (a) necessary for the Physician to fulfill his/her/its obligations under this Contract;
  - (b) made in accordance with the Physicians' professional obligations as identified by the College of Physicians and Surgeons of BC; or

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(c) 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:

- (a) the information is not found in the public domain;
- (b) 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
- (c) 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, each Physician will 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.
- 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 10 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. 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 22: Audit, Evaluation and Assessment**

- 22.1 Each Physician acknowledges the auditing authority of the Medical Services Commission under the *Medicare Protection Act*.

#### **Article 23: Notices**

- 23.1 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:
  - (a) 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
  - (b) 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
  - (c) 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 or in APPENDIX 5 (as applicable).
- 23.2 Either the Physicians or the Agency must give notice to the other of a change of address.

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- 23.3 Any notice, report, or document that the Agency provides to the Physicians will be provided to the Physician Representative, as noted below.

**Address and email addresses of the Physician Representative:**

[INSERT]

Address and email address of the individual Physicians – see APPENDIX 5.

**Address and email of Agency Representative:**

[INSERT]

**Article 24: Amendments**

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

**Article 25: Entire Contract**

- 25.1 This Contract, the 2019 Physician Master Agreement, and the 2019 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 2019 Physician Master Agreement, and the 2019 Physician Master Subsidiary Agreements relating to the Services.

**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 by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, avoidance, 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: 2019 Physician Master Agreement and 2019 Physician Master Subsidiary Agreements**

- 29.1 This Contract is subject to the 2019 Physician Master Agreement and the 2019 Physician Master Subsidiary Agreements, and amendments thereto.

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- 29.2 If a new Physician Master Agreement and/or Physician Master Subsidiary Agreement(s) come into effect during the Term, either the Physicians or the Agency may provide a written notice to the other requesting that the parties meet to discuss amendments to the Contract required 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 in the same original agreement.
- 30.2 This Contract may be validly executed by transmission of a signed copy thereof by any electronic means of sending messages, including e-mail or facsimile transmissions, which provide a hard copy confirmation.
- 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 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.

#### Article 32: Force Majeure

- 32.1 Definitions:
- (a) "**Event of Force Majeure**" means one of the following events:
    - i. a natural disaster, fire, flood, storm, epidemic or prolonged power failure;
    - ii. a war (declared and undeclared), insurrection or act of terrorism or piracy;
    - iii. a strike (including illegal work stoppage or slowdown), if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; or
    - iv. any other event that, in reasonable opinion, makes it unsafe to use the operating room or other facilities to perform the Services including damage to or destruction

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of facilities or equipment, loss or disruption of utilities, health hazards or security threats. For clarity, this does not include events related to failure of the Agency to adequately maintain facilities, equipment and supplies nor transient loss of Electronic Health Record functionality.

(b) “**Affected Party**” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

32.2 **Consequence of Event of Force Majeure.** An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure, including any failure to provide any notice as required by this Contract and any time periods for the performance of such obligations or provision of notice are automatically extended or eliminated as applicable for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of clause 32.3.

32.3 **Duties of Affected Party.** An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

**IN WITNESS WHEREOF THE PARTIES** to this Contract have duly executed this Contract on the dates written below.

**Signed and Delivered On behalf of the Agency:**

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Date

\*Errors and Omissions Excepted

**Signed and Delivered by the Physicians:**

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

---

**Dr.**

---

**Dr.**

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

**[     ] Inc.**

---

**Authorized Signatory**

\*Errors and Omissions Excepted

## APPENDIX 1

### SERVICES/DELIVERABLES

#### A. Definitions

1. In this Contract, including in the recitals and the Appendices, the following definitions apply:

- (a) “**Ad Hoc Services**” means clinical anesthesia services provided on the Site, expressly excluding (i) anesthesia services provided during the Scheduled Shifts, (ii) Overrun Services and (iii) Emergency Services, and including
  - i. on reasonable notice by the Agency, (the content of which will vary depending on the circumstances, as appropriate to meet patient care needs), operating room anesthesia services for surges of elective or urgent surgeries, scheduled on a short term basis;
  - ii. out of OR anesthesia services;
  - iii. patient handovers to other physicians and nurses excluding when such Services are provided at the end of a Particular Scheduled Shift worked by the Physician (in which case, they would be Overrun Services);
  - iv. Emergency Services assistance to another physician providing care in an OR, out of OR, or clinic location.
- (b) “**Emergency Services**” means emergent or urgent clinical anesthesia services, provided on the Site to patients, expressly excluding (i) anesthesia services provided during the Scheduled Shifts, (ii) Overrun Services; and (iii) *Ad Hoc Services*.
- (c) “**Elective Services**” means all scheduled clinical anesthesia services provided on the Site to patients for OR and out of OR procedures that were planned and scheduled in advance.
- (d) “**Clinical Administrative Services**” includes the following:
  - i. participation in the evaluation of the efficiency, quality and delivery of the Services that requires the professional expertise of a Physician, including, participation in medical audits, peer and interdisciplinary reviews, chart reviews and incident report reviews, where such activities are specific to the Services in this Contract;
  - ii. reporting that is additional to that specifically required in APPENDIX 2 and APPENDIX 4 of this Contract; and
  - iii. Quarterly Review activities as described in Quarterly Review;

For clarity, time spent performing administrative services that are part of hospital/clinic administrative positions, performing other physician administrative/business duties or attending meetings that all medical staff at the Agency are required to attend as part of maintaining their privileges are not included as Clinical Administrative Services.



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- (e) **“OR Services”** means *Ad Hoc* Services, Emergency Services, Overrun Services, provided inside of an operating room or surgical procedure room as part of a surgery or procedure and services provided during the OR Shifts, excluding OOR Services provided during the OR Shift due to patient need.
- (f) **“OOR Services”** means *Ad Hoc* Services, Emergency Services, Overrun Services provided at the Site, but outside of the operating rooms or surgical procedure rooms and services provided during the OOR Shifts.
- (g) **“OR Shifts”** means, collectively, the OR shifts set out in EXHIBIT A TO APPENDIX 1, and each is an **“OR Shift”**.
- (h) **“OOR Shifts”** means, collectively, the out of OR shifts set out in EXHIBIT A TO APPENDIX 1, and each is an **“OOR Shift”**.
- (i) **“Overrun Services”** means clinical anesthesia services that were intended to be provided during, but the need for which continues beyond, the scheduled time of a Scheduled Shift including:
  - i. performance of medical procedure(s) to complete the Slate after the scheduled end time of a Particular Scheduled Shift;
  - ii. performance of medical procedures or consults that were intended to be completed during a Particular Scheduled Shift but were not, due to a shortage of time; and
  - iii. patient handovers to physicians and nurses after the scheduled end time of the Particular Scheduled Shift.
- (j) **“Pre-Surgical Shift Services”** means clinical anesthesia services provided on the Site to meet specific patient needs, immediately prior to or at the beginning of an OR Shift for purposes of providing patient care during the Scheduled Shift, including:
  - i. receiving a patient in handover from physicians and nurses;
  - ii. equipment set up and signing out narcotics and controlled substances; and
  - iii. evaluation of the first surgical patient prior to surgery.
- (k) **“Services”** means, collectively, clinical anesthesia services provided by a physician with an anesthesia designation, comprised of
  - i. any and all scheduled anesthesia services provided on the Site during the Scheduled Shifts;
  - ii. any non-scheduled anesthesia services as and when required to meet patient care needs at the Site, including *Ad Hoc* Services, Emergency Services, Overrun Services, Pre-Surgical Shift Services;
  - iii. Clinical Administrative Services; and

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- iv. *[depending on the Site, may need to expressly exclude certain services – for example, services provided by an anesthesiologist with a critical care designation scheduled by and providing services for a different department].*

- (1) “**Scheduled Shifts**” means those shifts described in EXHIBIT A TO APPENDIX 1 (collectively, the “**Scheduled Shifts**”, each a “**Scheduled Shift**”, and a Scheduled Shift on a particular date or dates (if it extends over midnight) is a “**Particular Scheduled Shift**”) as amended from time to time.

## **B. Comprehensiveness**

- 1. The Physicians will provide all of the Services required to meet patient care needs at the Site, including all Scheduled Shifts and all non-scheduled Services, subject to express exceptions set out in this Contract.

## **C. Threshold Number and Flex Range**

- 1. The parties agree that as of the first day of the Term, [#] Physicians will provide sufficient Physician resources to provide all of the Services at the Site (the “**Threshold Number of Physicians**”).
- 2. The parties acknowledge and agree that:
  - (a) the Threshold Number of Physicians will increase during the Term in the event of and proportionately to the addition of new Physicians to the contract as a direct result of any increase in the Scheduled Shifts; and
  - (b) the Threshold Number of Physician will decrease during the Term, proportionate to and as a direct result of any decrease in the Scheduled Shifts.
- 3. The Physicians will recruit new physicians to become signatories when they have fewer Physician signatories than the Threshold Number of Physicians to ensure that the number of Physician signatories remains equal to or greater than the Threshold Number of Physicians.
- 4. In addition, the parties acknowledge and agree that the Physicians have sufficient capacity to provide, without recruiting, [#] additional hours of Scheduled Shifts, broken into [#] additional hours of OR Shifts and [#] additional hours of OOR Shifts (together the “**Flex Range**”).

## **D. Clinical Services**

- 1. The Physicians will provide clinical Services as described immediately below and in accordance with the schedule at Appendix 1, Exhibit A, and at additional times as dictated by patient need.
- 2. For clarity, the parties acknowledge that all clinical anesthesia services provided at the Site by the Physicians will be performed pursuant to this Contract, and that such services will include, among other things, *[consultations, continuing care, general and regional anesthesia, resuscitation and critical care, monitored anesthesia care, acute and regional pain services, and any other procedures involving an anesthesiologist as required, including from time to time responses to Code Blues and Code ECMOs]*. Without limiting Section F of this Appendix 1, the Physicians will work collegially and provide other Services other than those expected as part of their Scheduled Shift where they are available to do so.

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*[The following are provided as examples only. Shift deliverables must be locally negotiated.]*

#### Operating Room (OR) Shifts

**OR Shift.** A Physician scheduled for an OR Shift will provide all of the following services including but not limited to:

- (a) pre-OR set up activities that must be provided by a Physician;
- (b) pre-anesthetic assessments and consultations as required;
- (c) anesthetic services and monitoring for all surgeries and procedures on the Slate;
- (d) post procedure anesthetic care as required;
- (e) patient handover as required;
- (f) anesthetic care for emergency patients that may bump into the OR Slate at the discretion of the OR team; and
- (g) all other anesthesia services required to ensure appropriate patient care.

#### Out of Operating Room (OOR) Shifts

**Pre-Surgical Screening (PSS).** A Physician scheduled for PSS will be dedicated to provide all of the following services including but not limited to:

- (a) provide assessment, consultations, and patient optimisation for patients referred for pre-surgical screening;
- (b) provide medical advice to patient regarding patient preparation/optimisation and better health choices;
- (c) liaise with other health care providers as appropriate;
- (d) provide back up support for Emergency Services as required;
- (e) review medical charts of potential surgical candidates to determine necessity of in-person pre-admission clinic assessment; and
- (f) all other anesthesia services required to ensure appropriate patient care.

### **E. Principles for the Scheduled Shifts**

1. **Shift assignment.** The Physicians are responsible for assigning individual Physicians to Particular Scheduled Shifts in accordance with the schedule at EXHIBIT A TO APPENDIX 1, subject to express exceptions set out in the Contract. The following additional scheduling principles apply:

- (a) Physicians working Scheduled Shifts must be on the Site, unless otherwise specified; for example, some on-call services may not require such presence;
- (b) No Physician may be scheduled for more than one shift at a time;
- (c) Scheduling must comply with all applicable laws and Agency policies; and
- (d) Shift assignment must support principles of patient safety and physician health. These principles will be articulated in the intra-physician group governance agreement.

2. **Advanced scheduling.** The Physicians will provide the Agency with a populated schedule of the Physicians who will be performing Particular Scheduled Shifts in a form and system mutually acceptable to the parties at least three months in advance of the first day of the month in which the Particular

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Scheduled Shifts are to be provided, and will make all reasonable attempts to update the schedule promptly, if and when scheduling changes occur.

3. **Full coverage of the schedule.** Each Physician will work together with the other Physicians to provide all of the Scheduled Shifts and all other Services required at the Site, subject to the express exceptions outlined in the Contract. In addition:

- (a) Subject to (c) below, each Physician will also ensure that he, she or it provides the Services at such times as he, she or it is scheduled, according to the populated schedule provided by the Physicians to the Agency.
- (b) In the event a particular Physician is unable to provide the Services at the time he, she or it is scheduled to do so, that Physician and the other Physicians will be responsible to arrange for another Physician or locum to provide the Services.
- (c) The Physicians will not be in breach of this Contract if a scheduling vacancy arises as follows:
  - i. due to unforeseen or extraordinary circumstances (such as a medical emergency, sudden illness or injury shortly before the vacant Scheduled Shift) provided that the protocols in the intra-physician group governance agreement have been complied with and the Physicians have used all best efforts to fill the shifts; for clarity, unforeseen or extraordinary circumstances do not include preventable scheduling gaps, such as scheduling gaps arising due to or caused by vacations;

OR

- ii. as a result of a chronic shortage or an inability to recruit in the event of:
  - 1) a termination pursuant to clause 6.8 or clause 6.9; or
  - 2) in response to the Agency's request for Additional Scheduled Shifts provided the additional hours of Services required by the Flex Range are being provided;

AND

- iii. provided that recruitment processes and protocols in the intra-physician group governance agreement have been complied with, the Physicians have used all best efforts to fill the shifts.

However, the parties acknowledge and agree that the failure to cover those Particular Scheduled Shifts that are OR Shifts will be included as Cancelled Slates for purposes of determining the satisfaction of the Performance Targets for coverage as set out in APPENDIX 2.

- (d) In the event of a vacancy, the Physicians will inform the Agency of the vacancy and the parties will meet to discuss how the Physicians can best to provide coverage of the Scheduled Shifts (with the reduction caused by the vacancy) and following consultation with the Physicians, the Agency will determine, based on patient need, which Scheduled Shifts or Particular Scheduled Shifts will be temporarily removed from the coverage obligation, but those cancelled Scheduled Shifts that are OR Shifts will continue to be counted as "**Cancelled Slates**" for purposes of the Performance Targets set out in APPENDIX 2.

## **F. Service Delivery Principles**

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1. **Services provided during Scheduled Shifts.** While working a Particular Scheduled Shift, the Physician will perform the Services identified in this Contract that are to be provided during the Scheduled Shift, based on patient need. If a Physician is underutilized during a Particular Scheduled Shift, the Physician will remain available on site to provide other clinical Services as the need arises, will make his, her or its availability known to other physicians (as appropriate, based on patient care needs and subject to any further shift-related requirements set out in this Contract) and will provide those additional Services. Regardless of volume and any underutilization, the Physicians will not provide medical-legal services during a Scheduled Shift.

#### **G. Clinical Administrative Services**

1. The parties acknowledge their shared expectation that the total time required for Clinical Administrative Services approximates and is guided by the funding for the Clinical Administrative Services, set out in APPENDIX 2.

#### **H. Additional and Extended Scheduled Shifts**

1. At any time, after first consulting with the Physicians, the Agency may request in writing that the Physicians provide additional Scheduled Shifts (the “**Additional Scheduled Shifts**”) or extend current Scheduled Shifts (“**Extended Scheduled Shifts**”), (“**Written Request to Increase**”), in excess of those currently set out in EXHIBIT A TO APPENDIX 1.
2. If the Agency makes a Written Request to Increase, the Physicians will provide the Additional Scheduled Shifts or Extended Scheduled Shifts as soon as reasonably possible and:
  - (a) provided recruitment is not required pursuant to paragraph 3 of this part (below), in order for the Physicians to provide the new Services, no later than two months after the Agency provides the Physicians with a Written Request to Increase.

OR

- (b) if recruitment is required pursuant to paragraph 3 of this part (below) in order for the Physicians to provide the new Services,
  - i. the Physicians will forthwith make inquiries and endeavor to find Physicians to voluntarily increase their contributions to the Schedule shifts to match the Agency’s request; and
  - ii. no later than six (6) months after the Agency provides the Physicians with the Written Request to Increase, although if the Physicians are unable to recruit within six months, the Agency will extend the six (6) month notice period up to a maximum of an additional six months provided the processes in APPENDIX 7 (HHR Planning and Recruitment Processes) have been complied with. However, if the Physicians have been unable to recruit or otherwise comply after 12 months, the Additional Scheduled Shifts or Extended Scheduled Shifts will become Scheduled Shifts and consequently, a failure to cover these Scheduled Shifts will be used to assess eligibility for the Incentive Payment.

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3. The parties acknowledge and agree that the determination as to whether recruitment is required in order for the Physicians to provide the Additional Scheduled Shifts or Extended Scheduled Shifts will be made as follows:
  - (a) if the Additional Scheduled Shifts or Extended Scheduled Shifts increases the total hours of the Scheduled Shifts within the Fiscal Year by an amount within the Flex Range, recruitment is not required in order for the Physicians to provide the Additional Scheduled Shifts or Extended Scheduled Shifts.
  - (b) if the Additional Scheduled Shifts or Extended Scheduled Shifts increases the total hours of the Scheduled Shifts within the Fiscal Year beyond the Flex Range, and if the number of Physician signatories to the Contract is greater than the Threshold Number of Physicians, then the Physicians, acting reasonably, transparently and in good faith, may decide that recruitment is required.
4. If recruitment is required, the parties will promptly meet and collaboratively develop a recruitment plan and will follow the processes in APPENDIX 7 (HHR Planning and Recruitment Processes), to ensure that all reasonable efforts are made to recruit qualified physicians to provide the Additional Scheduled Shifts or Extended Scheduled Shifts.
5. If and when recruitment is successful, and a new physician becomes a signatory to the Contract, the Flex Range and Threshold Number will be reset and the Physicians will be deemed to have the capacity to provide, per Fiscal Year, without recruiting, additional hours of new Scheduled Services that are proportional to the increased Shifts, which are cumulative to the previous Flex Range and associated hours.
6. The Agency and the Physicians will document the Additional Scheduled Shifts or Extended Scheduled Shifts, including the implementation date of the Additional Scheduled Shifts or Extended Scheduled Shifts, by amending EXHIBIT A TO APPENDIX 1, which amendment will be signed by the Agency Representative and the Physician Representative (acting on behalf of all of the Physicians).

#### **I. Reductions to the Scheduled Shifts**

1. At any time, after first consulting with the Physicians, the Agency may make a written request to the Physicians to reduce the Scheduled Shifts (“**Written Request to Reduce**”). Upon receipt of such a request, the following will apply:
  - (a) the Physicians will make inquiries and endeavour to find Physicians willing to voluntarily reduce their contributions to the Scheduled Shifts to satisfy the Written Request to Reduce;
  - (b) in the event that there are Physicians willing to voluntarily reduce their contribution to the Scheduled Shifts, the parties will make amendments to the Scheduled Shifts as soon as reasonably possible, but no later than two (2) months from receipt of the Written Request to Reduce;
  - (c) in the event that there are not Physicians willing to voluntarily reduce, the Agency may unilaterally reduce the total hours of Scheduled Shifts by up to 5% (“**Reduction Limit**”) from the highest number of hours funded at any point during the Term, unless otherwise agreed, with such

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a reduction to be effective no later than six (6) months after receipt of the Written Request to Reduce. (However, see clause 6.10 for an exception to the Reduction Limit); and

(d) the Scheduled Shifts in EXHIBIT A TO APPENDIX 1 will be amended to reflect the reduction.

**J. Provision of Support, Technology, Material, and Supplies**

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

(a) personal medical diagnostic equipment such as stethoscopes and any personal supplies.

Furniture or medical equipment that is purchased by the Physicians will remain the property of the Physicians unless specifically donated to the Agency. Maintenance of any equipment that is the property of the Physicians will be the responsibility of the Physicians except that normal housekeeping will be provided by the Agency for such items as furniture.

2. The Physicians will be fully responsible for all their own professional fees (including membership dues), malpractice liability coverage consistent with Article 18 of this Contract, continuing medical education, and other medical practice administrative and overhead expenses.

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

(a) office space, on site computer access and network access to clinical information systems, and the internet to provide private confidential services as the Agency determines is reasonably required in connection with the provision of the Services to patients at the Agency.

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## **EXHIBIT A TO APPENDIX 1**

### **A. Seasonal Fluctuations in Scheduling**

1. Without limiting the parties' rights and obligations herein, the Agency may at its sole discretion, but after first consulting with the Physician Representative, reduce and/or remove one or more of the above Scheduled Shifts on a temporary basis to account for seasonal factors (such temporary periods are each referred to as a "**Slowdown Period**") by:
  - (a) providing written notice of any Slowdown Period to the Physician Representative at least six (6) months in advance (each, a "**Slowdown Notice**");
  - (b) describing in any Slowdown Notice the length of the Slowdown Period; and
  - (c) describing in any Slowdown Notice the Scheduled Shifts that are being reduced and/or removed, and if applicable, the amount of any such reduction.
2. The Agency agrees to consider a written request from the Physician Representative for adjustment(s) to any Slowdown Period(s), if such requests do not propose to alter the total number of hours of Scheduled Shifts, as amended.
3. The parties, and each of them, agree and acknowledge that:
  - (a) the Physicians, and each of them, are not eligible to be paid or otherwise compensated for any Scheduled Shift(s) that are removed, or for the portion of any Scheduled Shift(s) that are reduced, as a result of a Slowdown Period;
  - (b) the Reduction Limit will not be prejudiced or otherwise affected by any Slowdown Period; and
  - (c) the portion or entirety, as applicable, of any OR Shift that is reduced and/or removed pursuant to a Slowdown Period will not be considered a Cancelled Slate and will be omitted from the calculation of the Cancellation Rate for the applicable Period.

### **B. Late Starts**

1. Without limiting the parties' rights and obligations herein, the Agency may, at its sole discretion but after first consulting with the Physician Representative, change the start time of any OR Shift in order to allow Physicians to participate in weekly rounds (such reductions are each referred to as a "**Late Start**") by:
  - (a) providing written notice of any Late Start(s) to the Physician Representative at least six (6) months in advance (each, a "**Late Start Notice**"); and
  - (b) describing in any Late Start Notice the OR Shift(s) affected, the new Late Start time(s) and the date(s) on which each Late Start will occur.
2. The Agency agrees to consider a written request from the Physician Representative for adjustment(s) to any Late Start(s) if such requests does not propose to alter the total number of hours of Scheduled Shifts, as amended.



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## 3. The parties, and each of them, agree and acknowledge that:

- (a) the Physicians, and each of them, are not eligible to be paid or otherwise compensated for any Late Start(s), including but not limited to, the portion of any OR Shift(s) that are reduced as a result of a Late Start;
- (b) the Reduction Limit will not be prejudiced or otherwise affected by any Late Start; and
- (c) the portion of any OR Shift that is reduced pursuant to a Late Start will not be considered a Cancelled Slate and will be omitted from the calculation of the Cancellation Rate for the applicable Period.

*[Example only; to be locally negotiated]*

Service	Days of the Week	Shift Hours	Hours per Day	# of Physicians	Estimated # of Days*	Estimated Hours per Year**
OR Services:						
OR 1	Mon-Fri	0715-1530	8.25	1.00	250.0	2,000
OR 2	Mon-Fri	0715-1530	8.25	1.00	250.0	2,000
OR 3	Mon-Fri	0715-1530	8.25	1.00	250.0	2,000
OR 4	Mon-Fri	0715-1530	8.25	1.00	250.0	2,000
OR 5	Mon-Fri	0715-1530	8.25	1.00	250.0	2,000
OOR Services:						
PAC / PSS	Mon-Fri	0830-1630	8	1.00	250	2,000
Outpatient Chronic Pain	Various	0830-1630		1.00		500
				Total hours		12,500
Total Scheduled Time includes the time required to set up for the shift as well as to handover the patient at the end of the shift						
Statutory Holidays: There are no Scheduled Shifts on the 12 Statutory Holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.						
*Based on fiscal 20??/20??						
**Rounded to the nearest hour						

## APPENDIX 1A

### COLLABORATIVE MANAGEMENT

#### A. Continual Collaboration and Cooperation

1. The Agency and the Physicians share the mutual goal and mutually commit to working together in a cooperative and consultative manner to ensure the best quality of care for the patients at the Site. At all times the Agency and the Physicians will work together to maintain an open dialogue to ensure that they communicate with each other on any significant issues related to changes in patient care needs, facilities schedules and resources or delivery of care and other factors that may affect the Services.

#### B. Commitment to Operating Room Efficiency

1. Each Physician commits to making all reasonable efforts to support the efficient use of operating room time, and will thereby strive to support on time operating room starts, no early operating room end times, and appropriate turnaround times between procedures and/or surgeries.

#### C. Quarterly Review

1. The Physicians, as represented by the Physician Representative plus at least one other Physician, and the Agency, as represented by the [*Surgical Services Director, Site Medical Director or designate and Director, Physician Contracts*] will meet quarterly within three weeks of the conclusion of each Fiscal Quarter. The overriding purpose of such quarterly meetings is to ensure the best quality of patient care, compliance with the terms of this Contract, to assess physician performance and compliance with the reporting terms, and to work collaboratively to improve anesthesia service delivery at the Site. The parties will engage in an open and cooperative dialogue and share all information that will facilitate the purposes of the review.

More particularly, the parties will, among other things, as requested by either the Physicians or the Agency:

- (a) review the hours and Services reported under this Contract and any other available data and information respecting anesthesia service delivery at the Site, including any significant issues relating to changes in patient care needs, facility schedules and resources or delivery of care and other factors that may affect the Services;
- (b) discuss and assess whether the Scheduled Shifts are meeting the anesthesia service needs of the Agency, or whether adjustments are appropriate;
- (c) review any late OR starts caused by anesthesia and discuss reasons for same, in order to reduce late OR starts in the next quarter if appropriate;
- (d) hear Physicians' ideas and/or initiatives that may positively impact patient care or service delivery at the Site;

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- (e) review and determine whether the Physicians have satisfied the Performance Targets and if not, develop strategies to facilitate satisfaction of the Performance Targets in upcoming Fiscal Quarters;
- (f) review the supply of Agency personnel, equipment, facilities, and supplies;
- (g) identify and discuss the reported hours of unscheduled out of OR *Ad Hoc* Services and Overrun Services for the Fiscal Quarter;
- (h) review compliance with the scheduling principles outlined in Principles for the Scheduled Shifts (Scheduling Principles) above; and
- (i) review workers' compensation billings.

2. Following this review:

- (a) **Additions to the Scheduled Shifts.** The Agency may invoke Additional and Extended Scheduled Shifts (Additional or Extended Scheduled Shifts) to incorporate and purchase Additional Scheduled Shifts or Extended Scheduled Shifts;
- (b) **Reductions to the Scheduled Shifts.** The Agency may invoke Reductions to the Scheduled Shifts, (Reductions to the Scheduled Shifts) to reduce the Scheduled Shifts; or
- (c) **Addressing unscheduled OOR Services.** If the unscheduled OOR *Ad Hoc* Services and Overrun Services worked and reported for the preceding two Fiscal Quarter amounts to more than 15% of the OOR Scheduled Shifts for those two Fiscal Quarters, then the Agency will develop and implement a plan, with full cooperation of the Physicians as required, to mitigate and reduce overages on unscheduled OOR Services. This plan will involve identifying the operational causes of the overage, and, as appropriate,
  - i. addressing the operational causes of the overage through service delivery changes; and/or
  - ii. adding new OOR hours to the Scheduled Shifts.
- (d) **Adjustments to Scheduled Shifts.** The parties may adjust the Scheduled Shifts as follows:
  - i. following consultation with the Physicians (which may occur at the Quarterly Review), the Agency will provide a written request to the Physicians, requesting an adjustment to the Scheduled Shifts ("**Written Request to Adjust**") and the following timelines apply. If the Written Request to Adjust serves to adjust the hours of the Scheduled Shifts:
    - a. within regular hours (8:00 to 18:00 weekdays) and does not change the day of the week of the Scheduled Shifts, the adjustment will take effect no later than 30 days after notice was provided;
  - ii. by changing the day of the week that a Scheduled Shift is provided on, the adjustment will take effect no later than 120 days after the notice was provided, or if recruitment is required, no later than 180 days after notice was provided; and

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- iii. for any other adjustments, the adjustment will take effect no later than 120 days after the notice was provided.

The Scheduled Shifts in EXHIBIT A TO APPENDIX 1 will be amended to reflect the adjusted Scheduled Shifts.

- (e) **Performance Targets.** The Agency will pay the Physicians for satisfaction of the Performance Targets in accordance with APPENDIX 2.
- (f) **Other Matters.** The parties may take additional steps to address any other matters discussed at the Quarterly Review.

#### **D. Joint HHR Planning and Recruitment**

- 1. During the Term, the parties commit to working together to engage in Health Human Resources (“HHR”) planning for anesthesia service delivery at the Site and to proactively and transparently recruit physicians to ensure there are sufficient Physicians to provide optimal anesthesia service delivery at the Site.
- 2. During the Term, the parties will utilize the HHR Planning and Recruitment Processes set out at APPENDIX 7 to give effect to the intentions set out in this part which will include the following:

##### **(a) HHR Planning Processes**

- i. the parties, with assistance from the Ministry of Health, will monitor and plan for both short term and long term Health Human Resources trends in anesthesia;
- ii. within two (2) months of signing this Contract, the parties will meet to review the service volume predictions at the Site and develop plans to address same; and
- iii. the Physicians will commit to informing the Agency of all upcoming HHR issues with as much advanced notice as possible, for example, impending retirements and parental leaves.

##### **(b) Recruitment Processes**

- i. the parties will develop recruitment processes for fulltime, part-time, permanent and locum physicians to provide the Services at the Site, and at a minimum, to ensure that the number of Physicians does not drop below the Threshold Number of Physicians. The recruitment process will not alter, but will supplement, the processes in the medical staff bylaws and rules and will strengthen the commitments around proactive and transparent recruitment;
- ii. the recruitment process will require the parties to address optimal hiring timelines, role definitions (scope, call requirements) and other selection criteria;
- iii. the parties agree that while priority will be given to physicians with Anesthesiology Certification by the Royal College of Physicians and Surgeons of Canada, recruitment will be open to anesthesiologists with full FRCPSC specialist licensure and anesthesiologists with eligibility for full or provisional specialist licensure (including international medical graduates), [*and GP-anesthetists with appropriate experience*].

\*Errors and Omissions Excepted

- iv. should an anesthesiologists with provisional licensure be recruited, that anesthesiologist will obtain Certification in Anesthesiology from the Royal College within three (3) years of recruitment or they will be terminated from this Contract;
- v. the Physicians and the Agency (through the Agency Representatives) will share all information regarding recruitment efforts in a timely fashion, including if and why candidates decline positions and will discuss the assessment of all candidates before hiring decisions are made;
- vi. the parties will utilize HEABC Recruitment Services (HEABC-RS) to assist with sourcing and supporting candidates as proactively as possible, including by assisting candidates through the BC licensing and immigration process; and
- vii. the Physicians may source candidates on their own and offer positions to them in accordance with the terms of this Contract, provided the Physicians keep the Agency apprised of any efforts as they are taken and align any such efforts with the process and commitments outlined herein.

\*Errors and Omissions Excepted

## APPENDIX 2

### PAYMENT

#### A. Definitions

In this Contract, including in the recitals and Appendices, the following definitions apply:

- (a) **“Hours Payment”** is the total amount paid to the Physicians in a Period for Services under this Contract. For clarity, the Hours Payment excludes payments made for Clinical Administrative Services and Incentive Payments.
  - (b) **“Cancellation Rate”** is the number of Cancelled Slates in a measured time period (e.g. month or Fiscal Quarter (**“Period”**)) expressed as a percentage of the number of Total Slates in the same Period.
  - (c) **“Cancelled Slates”** are those Slates cancelled due to lack of availability of a Physician who was scheduled. This includes any Slate that was scheduled to proceed as per the Scheduled Shifts but did not proceed due to a lack of availability of a Physician. For example, this includes:
    - (i) slates that were not scheduled with patients solely because the Agency had been notified by the Physicians that no Physician would be available;
    - (ii) Slates that had been scheduled with patients but were subsequently cancelled because the Physician scheduled to work that shift was no longer available or was a no show; or
    - (iii) Slates the Agency cancelled solely to free up the Physician from that Slate to assist with an emergency at another location at the Site, due to the failure of the Physicians to fill the on-call requirements for that date.
- For clarity, if the Physician is providing Emergency Services on the Site and provided each Physician complies with his, her or its on-call obligations for that day, the Physicians will not be deemed to have caused a Cancelled Slate.
- (d) **“Completed Slates”** are those Slates in a Period that proceed as scheduled.
  - (e) **“Slate”** means a Particular Scheduled Shift in the OR.
  - (f) **“Total Slates”** are all Slates scheduled in a Period in accordance with the Scheduled Shifts , including where procedures are not booked due to lack of availability of Physicians known in advance, or where procedures are scheduled and subsequently cancelled. Slates that do not require a Physician are not included in Total Slates.

\*Errors and Omissions Excepted

## **B. Rates & Payments**

### **1. Clinical Services**

Payment for the Services (excluding Clinical Administrative Services) will be calculated at the following hourly rates:

Effective October 1, 2020 to March 31, 2021:

08:00 to 18:00 on weekdays – \$[AMOUNT] per hour

18:00 to 23:00 on weekdays – \$[AMOUNT] per hour

08:00 to 23:00 on weekends or statutory holidays – \$[AMOUNT] per hour

23:00 to 08:00 on all days - \$[AMOUNT] per hour

Effective April 1, 2021 to March 31, 2022:

08:00 to 18:00 on weekdays – \$[AMOUNT] per hour

18:00 to 23:00 on weekdays – \$[AMOUNT] per hour

08:00 to 23:00 on weekends or statutory holidays – \$[AMOUNT] per hour

23:00 to 08:00 on all days - \$[AMOUNT] per hour

### **2. Clinical Administrative Services**

Payment for Clinical Administrative Services will be made on a quarterly basis in the total amount of \$[AMOUNT] per Fiscal Year, prorated for partial years. This amount is the equivalent of [#] hours of Physician time at the 2019/2020 Sessional Contract Rate and the parties share the expectation that the Clinical Administrative Services will take approximately [#] hours of Physician time.

### **3. Payment – Individual**

The Agency will pay each Physician individually for the Services that the Physician provides in accordance with this Contract as follows:

#### **(a) OR Services**

Subject to (i) below, the Agency will pay each Physician individually for OR Services worked by that Physician, which have been reported and invoiced in accordance with APPENDIX 4.

- i. Subject to the outcome of the discussions in clause (ii) below, if the Agency provides less than 14 days' notice of cancellation of an OR Shift ("**Short Notice Cancellation**"), the Physician scheduled to provide that OR Shift will be credited with having worked it, provided that the Physician attends the Site for the duration of the OR Shift and remains available to provide other Services as the need arises, makes his, her or its availability known to other physicians (as appropriate, based on patient care needs), provides additional Services and reports and invoices

\*Errors and Omissions Excepted

for these Services in accordance with APPENDIX 4. Regardless of volume and any underutilization, the Physicians will not provide medical-legal services during a Scheduled Shift.

- ii. If the Agency provides the Physicians with Short Notice Cancellation of an OR Shift, the Physicians will make inquiries and endeavor to find a Physician scheduled to provide Services that day who is interested in taking an unpaid day off in lieu of having the Physician scheduled to work the cancelled OR Shift attend the Site and provide other Services for the duration of the cancelled OR Shift. In the event that there is a Physician scheduled to provide Services who would prefer to take an unpaid day off, it remains the responsibility of the Physicians to ensure full coverage of all of the remaining Scheduled Shifts and to notify the Agency forthwith any scheduling changes and shift reassignments resulting.

**(b) OOR Services**

The Agency will pay each Physician individually for OOR Services worked during a Particular Scheduled Shift by that Physician, which have been reported and invoiced in accordance with APPENDIX 4.

**(c) Services provided while on-call**

The Agency will pay the Physicians individually for on-call availability pursuant to a separate MOCAP contract(s), prorated to reflect coverage requirements as set out in **Error! Reference source not found..** The Agency will pay each Physician individually who is on-call and, due to patient need, attends the Site and provides Services and reports and invoices for those Services in accordance with APPENDIX 4.

**(d) Workers' Compensation Services**

The Agency will provide a quarterly summary for all billings associated with WSBC and workers' compensation agencies of other provinces. The Agency will remit any and all additional payments it receives from workers' compensation agencies for workers' compensation billings over and above the applicable hourly rate under this Contract to each Physician individually on a quarterly basis including any premiums and other payments negotiated in any fee for service agreements between WSBC and the Doctors of BC. For clarity, these quarterly payments will be made once the funds are actually received from the workers' compensation agencies and reconciled with billings by the Agency.

For additional clarity, payment will not become due and owing to a Physician until that Physician has submitted the required reporting form(s) and invoice(s) in accordance with APPENDIX 4. For further clarity, only OR and OOR Services provided on the Site are eligible for pay.

**4. Payment – Collective**

The Agency will pay the Physicians collectively for the following:

**(a) Clinical Administrative Services**

The Agency will pay the [*Physician Representative, in trust for the Physicians collectively,*] for the services provided pursuant to part 2 (above).

**(b) Incentive Payment**



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An additional quarterly payment may be paid by the Agency to the [*Physician Representative, in trust for the Physicians collectively,*] (the “**Incentive Payment**”) in the event the Physicians are collectively eligible for any quarterly incentive payment, as described in this Appendix (Performance Targets). The Agency will calculate the Incentive Payment owed to the Physicians collectively, if any, by applying the eligible percentage (0%, 5% or 10%) to the total hours invoiced by the Physicians for each Fiscal Quarter.

### C. Payment for Satisfaction of the Performance Targets

1. In consideration of the Physicians meeting or exceeding the performance targets set out below (collectively, “**Performance Targets**”), within thirty (30) days of the end of each Fiscal Quarter, the Agency will make the following quarterly Incentive Payments:
  - (a) If the Cancellation Rate over the completed Fiscal Quarter is less than 1%, and the Cancellation Rate over each month in that completed Fiscal Quarter is less than 2%, a payment equal to 10% of the Hours Payment.
  - (b) If the Cancellation Rate does not meet the criteria set out in (a) above but is less than 1.5% over the completed Fiscal Quarter, and less than 2.5% in each month in that completed Fiscal Quarter, then a payment equal to 5% of the Hours Payment.
  - (c) If the Cancellation Rate does not meet the criteria set out in (a) or (b) above, no Incentive Payment will be made to the Physicians.
2. Within 10 days of the last day of each Fiscal Quarter and at the end of the Term, the Agency will generate a report that includes sufficient data to assess the Physicians’ collective and individual performance against the Performance Targets. The data sources will be a combination of the Daily Clinical Reporting Forms and the electronic clinical information systems. The parties will review the report at the Quarterly Review and payment will be issued to the Physicians in accordance with the report and pursuant to the terms of this Appendix.

### D. General Payment Terms

1. **Calculation of Payment Amount.** The Agency will calculate the amount of payment owed to each Physician pursuant to the terms of this Contract, based on the start and stop times each Physician has recorded in their respective invoice set out at EXHIBIT A TO APPENDIX 2, using a 15 minute increment or parts thereof.
2. **Invoicing.** The Agency will pay each Physician individually on a [*bi-weekly/monthly*] basis (the “**Hours Payment**”) on receipt of an individual invoice in the form at EXHIBIT A TO APPENDIX 2 (the “**Invoice For Payment**”). Each Physician will provide a Invoice For Payment to the Agency within seven (7) days after the end of the bi-weekly period in which the Services were provided, which represents the total compensation claimed by each Physician for all Services provided under this Contract for that period. The Agency agrees to provide the Hours Payment to each Physician within thirty (30) days of receiving that Physician’s Invoice For Payment.
3. **Recovery.** If the Agency believes it has paid any amount to one or more Physicians under this Contract either after relying on a misrepresentation, such as, incorrect hours reporting, or by mistake, the Agency will provide notice to any such Physician(s) (each, a “**Notified Physician**”)

\*Errors and Omissions Excepted

after the discovery of the misrepresentation or error. Each Notified Physician will have three (3) weeks to respond to the Agency and attempt to resolve the issue. In the event that an overpayment of less than \$5,000 has occurred, the Agency may recover the amount as a debt owing to the Agency or the Agency may set off that amount from other monies owed by the Agency to that Notified Physician under this Contract. The Agency may recover an overpayment of \$5,000 or more by agreement with the Notified Physician or by dispute resolution.

4. **Payment by Electronic Fund Transfer.** The Agency will provide all payments by electronic fund transfer to each Physician's bank account as specified by each Physician.
5. **Payment by Cheque.** Any payment by cheque will be made payable to the requesting Physician and delivered to that Physician by secure means. Confirmation of notices of payment to each Physician will be mailed to each Physician at the mailing addresses provided in APPENDIX 5. Payment by cheque will only occur if the Physician has not provided the Agency with bank account information to enable payment.
6. **Allocation and Distribution of Collective Payments.** The Physicians are responsible for allocating and distributing payments for Clinical Administrative Services and Incentive Payments paid by the Agency to the Physician Representative under this Contract amongst the Physicians in accordance with their intra-physician group governance agreement.

**Physician Acknowledgement.** Each Physician hereby acknowledges that the Agency is not and will not be responsible for such allocation or distribution, or for any disagreement between the Physicians over such allocation or distribution of payments from the Agency.

7. **Rate Increases.** As per the 2019 Physician Master Agreement, the Agency agrees that should the rates described in part B of this Appendix be increased over the term of this Contract by any existing or future agreements between the Government and the Doctors of BC, this Contract will be amended to reflect the new rates.
8. **Rural Retention Premiums.** The Agency agrees that the rates described in part B of this Appendix will be increased by the applicable Rural Retention Percentage Fee Premium for the community. In addition, the Agency will pay the Physicians the applicable Rural Retention Flat Premium for the community.

\*Errors and Omissions Excepted

**EXHIBIT A TO APPENDIX 2**

**INVOICE FOR PAYMENT**

[TO BE DEVELOPED LOCALLY]

\*Errors and Omissions Excepted

### APPENDIX 3

#### FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician

Name/Incorporated Name \_\_\_\_\_

MSP Practitioner Number \_\_\_\_\_

If a professional medical corporation is signing this waiver and assignment, the term “I” will be read as referring to the professional medical corporation, and the professional medical corporation will ensure that the Physician Owner (as defined in the Contract) complies with this waiver and assignment.

I acknowledge that the payments paid to me, or to [ ▼ ▼ ▼ ▼ ] as my authorized representative, by the Agency for the Services provided under the terms of the Contract between us dated [ ▼ ▼ ▼ ▼ , 2020 ] are payments in full for the Services covered by this Contract and provided to the Agency and I will make no other claim for these Services.

**Waiver of fee for service billings in favour of the Agency.** I will not retain and hereby waive, in favour of the Agency, any and all rights I have to receive any payments from the Medical Services Plan for fee for service billings for or in respect to any of the Services covered by this Contract.

**Assignment of all third party billings in favour of the Agency.** I will use all best efforts and take all reasonable steps to maximize the recovery of third party billings for the Services covered by this Contract. With the exception of workers’ compensation billings, I will not retain and hereby assign to the Agency any and all rights I have to receive any payments for any of the Services from any third party including but not limited to:

- (a) billings associated with 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 with respect to whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

I will execute all documents and provide all information and paperwork for the Services covered by this Contract requested by the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent, (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third party billings, I will assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

\_\_\_\_\_  
Physician’s Signature/Authorized Signatory for corporate Physician

\_\_\_\_\_  
Date

\*Errors and Omissions Excepted

**APPENDIX 4****REPORTING**

1. Each of the Physicians will comply with the applicable reporting terms set out below. It is the Physicians' responsibility to ensure that all of the forms are completed and submitted within the time frames set out below, and in particular:
  - (a) on a regular basis, at the end of each shift and on occasion, no later than 72 hours after the end of the shift, each of the Physicians will provide the Agency with a populated daily reporting form in the format at Exhibit A to this Appendix, recording all Services provided during the shift ("**Daily Clinical Reporting Form**");
  - (b) within seven (7) days of the end of each period in which the Services were provided, each of the Physicians will provide the Agency with their Invoice for Payment as set out in APPENDIX 2 and EXHIBIT A TO APPENDIX 2.

<b>Form</b>	<b>Who completes</b>	<b>Submission Deadline</b>	<b>Where to submit</b>
Daily Clinical Reporting Forms, attached at EXHIBIT A TO APPENDIX 4.	Each Physician	On a regular basis, immediately post-shift and on occasion, no later than 72 hours post-shift, to which the information pertains.	Physicians submit to [insert contact]. [Insert contact] to enter data into Teleplan.
Invoice for Payment attached at EXHIBIT A TO APPENDIX 2.	[insert contact]	Within seven (7) days of the end of the period in which the Services were provided.	[insert contact] to submit to Agency Representative.

2. The Physicians will report to the Agency their earnings under this Contract by Physician to satisfy the Practice Profiles (annually within 30 days after the Agency's fiscal year end) and the Doctors of BC report (annually within 30 days after the calendar year end) and will cause any locums to do the same.
3. The Agency may require from time-to-time that the Physicians utilize, and cause any clinical fellows and locums to utilize, alternate formats from that set out in this Contract and include additional information in any reports or provide further reporting to the Agency with respect to the Services provided, any third party billings made in respect of the services or amounts paid to the Physicians (or allocated to a Physician from that amount) under this Contract.
4. The additional reporting that the Physicians may be required to provide includes substantive, activity reporting on the Services provided, including review with the Agency of this work.
5. On any day on which a Physician provides Services under this Contract and also provides services on a fee for service basis, that Physician will report to Teleplan/MSP or the relevant payor the start time and stop time for any and all fee for service codes billed.
6. Each of the Physicians 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

\*Errors and Omissions Excepted

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 provided by that Act.

7. In addition to any other rights of audit and inspection the Agency may have, the Agency may, at any reasonable time, require a Physician to produce any records relevant to its/his/her provision of the Services under this Contract for purposes of audit.

\*Errors and Omissions Excepted

**EXHIBIT A TO APPENDIX 4**

**DAILY CLINICAL REPORTING FORM**

[TO BE DEVELOPED LOCALLY]

*[Form will provide for encounter reporting, activity reporting (if necessary), start and stop times, onsite presence for duration of the shift, and physician completing will certify by signature that reporting is accurate and complete. Additional reporting may be required to assess satisfaction of Performance Targets.]*

\*Errors and Omissions Excepted

**APPENDIX 5**

**PHYSICIAN NAMES AND CONTACT INFORMATION**

	<b>Name</b>	<b>Address</b>	<b>E-Mail Address</b>
1			
2			
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\*Errors and Omissions Excepted

## APPENDIX 6

### NEW PHYSICIAN - AGREEMENT TO JOIN THE ANESTHESIA GROUP SERVICE CONTRACT

(“New Physician-Agreement to Join”)

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

1. The Physician 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 Physician Representative, currently Dr. \_\_\_\_\_, has been granted certain authority to act as the representative of the Physicians, including the New Physician, under the Contract. [If applicable, the New Physician confirms that Dr. \_\_\_\_\_ is the Physician Owner for the New Physician]
3. The New Physician will become party to any intra-physician group governance agreement between the Physicians.
4. The New Physician confirms that notices to the Physicians will be delivered as set out in clause 23.3 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.

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.

\*Errors and Omissions Excepted

\_\_\_\_\_

**Dr. \_\_\_\_\_ as the Physician 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

\*Errors and Omissions Excepted

**APPENDIX 7****HHR PLANNING AND RECRUITMENT PROCESSES**

**Purpose:** The ability to recruit anaesthesiologists is critical to overcome the current challenges with surgical service stability. A focused, coordinated, and transparent plan is needed in order to improve anaesthesia recruitment capabilities.

The provisions in the contract as it relates to recruitment can be broken down into five key areas as it relates to the Agency's Department of Anesthesiology (the "**Department**"):

1. **Workforce Planning:** Proactively monitor workforce demands, in an effort to ensure that the number of Physicians in the Department does not drop below the Threshold Number of Physicians, and to ensure optimal patient centred care while meeting the Agency's service delivery demands.
2. **Post and Source:** Pro-actively promote vacancies while actively building a pipeline of suitable candidates. Ensure all appropriate sourcing channels are being utilized and all candidates are being considered, including IMGs that meet the criteria and training required by the Department.
3. **Recruit and Screen:** Recruitment processes that address hiring timelines, role definitions and responsibilities as per the Department and the Agency.
4. **Selection and Extension of Offer:** Ensure all qualified candidates are assessed and considered. At the Agency's request, this pipeline of candidates can be reviewed by the Agency in an open and transparent process.
5. **Onboarding:** Ensure an effective strategy for onboarding and retention of physicians.

Implementation Guidelines		
Criteria	Description	Implementation Tasks
<b>1. Workforce Planning</b>		
<ul style="list-style-type: none"> <li>○ A proactive HHR planning process</li> <li>○ Open and transparent exchange of information</li> </ul>	<p>The Physicians, the Agency and HEABC-RS will maintain an open, collaborative dialogue around workforce planning.</p> <p>The Department will keep the Agency apprised of all upcoming HHR issues, for example, impending retirements and maternity leaves, to enable proactive recruitment and to fill upcoming positions as proactively as possible.</p> <p>At regular intervals, the Agency and the Physicians will pro-actively monitor and update (where applicable) a human resources plan, which the Agency will</p>	<ul style="list-style-type: none"> <li>○ Quarterly review meetings are scheduled between the Department and the Agency</li> <li>○ Both parties complete a forecast of current and future staffing needs at the review</li> <li>○ Advanced notice (reasonable degree of notice to be agreed upon by the parties) is given to the Agency on upcoming retirements or Physicians leaving group</li> </ul>

\*Errors and Omissions Excepted

Implementation Guidelines		
Criteria	Description	Implementation Tasks
	share with HEABC-RS to better assist sourcing and recruitment strategies.	
2. Post and Source		
<ul style="list-style-type: none"> <li>○ HHR plans used to proactively inform sourcing strategies</li> <li>○ Parties use both short- and long-term sourcing strategies to build a candidate pipeline</li> <li>○ Job posting reflects the ‘value proposition’ and all information pertaining to the role</li> <li>○ A sourcing plan is developed, implemented, and reviewed regularly.</li> </ul>	<p>The Department will define the ‘value proposition’ of a vacancy – the tangible and intangible benefits of practicing within the region, community, and site – and will work together with the Agency to determine the qualifications and experience necessary to provide required services at the site and for the vacancy. Once the job description is complete, the Physicians and the Agency will advise HEABC-RS of the necessary qualifications and experience and ensure that the job posting is advertised on all suitable Site.</p> <p>If the process described above does not meet the needs for hiring within 90 days, the Department will work collaboratively with the Agency and HEABC-RS to develop a sourcing strategy that may utilize other available sourcing channels.</p>	<ul style="list-style-type: none"> <li>○ ‘Value proposition’ and qualifications/experience are determined and reviewed at the quarterly check-in</li> <li>○ Job descriptions are drafted to reflect scope of practice, call requirements, number of physicians on staff, etc. and other information pertinent to prospective candidates.</li> <li>○ Vacancy is posted on the Agency, HEABC-RS and any other suitable website</li> <li>○ Vacancies are monitored and do not lapse until the position is filled</li> <li>○ Sourcing plan is developed with clearly defined roles and responsibilities</li> <li>○ Additional advertising &amp; sourcing activities are initiated as per sourcing plan</li> <li>○ HEABC-RS marketing team is engaged if appropriate</li> <li>○ The sourcing plan is discussed at each quarterly check-in, including the success of each sourcing channel</li> </ul>

\*Errors and Omissions Excepted

Implementation Guidelines		
Criteria	Description	Implementation Tasks
		<ul style="list-style-type: none"> <li>○ HEABC-RS provides a quarterly report on vacancy statistics</li> </ul>
<b>3. Recruit and Engage</b>		
<ul style="list-style-type: none"> <li>○ An agreed to referral and screening process is developed</li> </ul>	<p>The Department may receive candidate applications directly and through independent means, including the Agency and HEABC-RS referral. In the case of referral by the Agency or HEABC-RS, the Agency or HEABC-RS will only forward candidates who meet the eligibility criteria outlined within the job description.</p> <p>In cases where no suitable referrals are made within 60 days, the Department, the Agency and HEABC-RS will review all recruitment materials, including the job description and posting, sourcing plan, and SLAs.</p>	<ul style="list-style-type: none"> <li>○ Create a process map and service level agreements (SLAs)</li> <li>○ All parties will monitor the status of potential and/or referred candidates on an ongoing basis</li> <li>○ The Agency may provide recruitment incentives and support where possible to recruit new staff</li> </ul>
<b>4. Selection and Contracting</b>		
<ul style="list-style-type: none"> <li>○ All appropriate candidates are actively engaged and screened in a timely and transparent process</li> </ul> <p>All hiring decisions are shared between parties</p>	<p>Upon receipt of a referred candidate's application, the Department will screen the candidate based on the job description. The Department will utilize any tools necessary to determine if a candidate meets the required criteria (e.g., application forms, telephone interview, site visit, etc.) and will keep the Agency informed of same.</p> <p>The Department may decide to make an offer following their assessment of a candidate. This assessment may entail a period as a locum or temporary staff to help determine the appropriateness or skill qualifications of the candidate.</p>	<ul style="list-style-type: none"> <li>○ All referred candidates are screened by the physicians based on the agreed-to criteria</li> <li>○ All selection decisions are reported back to the Agency at the quarterly updates/meetings.</li> <li>○ Discrepancies between the selection criteria and decisions are discussed</li> <li>○ All parties are kept informed of selection decisions</li> <li>○ the Agency/HEABC-RS will assist a successful</li> </ul>

\*Errors and Omissions Excepted

Implementation Guidelines		
Criteria	Description	Implementation Tasks
	<p>Conversely, if at any point during the selection process the Department considers a candidate to be ineligible, they will keep the Agency, and HEABC-RS as applicable, informed of their reasons for same. Such decisions should be consistent with the selection criteria and if not, a discussion will take place with all involved parties to revise the selection criteria.</p> <p>Similarly, if at any point in the recruitment process a candidate declines a position, to the extent possible, the reason will be determined and promptly be communicated to the other parties.</p> <p>The Department will provide the Agency with ongoing updates, until which time the candidate is either released or accepts a contract. The Agency will keep HEABC-RS apprised through-out the above process.</p>	candidate to obtain a CPSBC licence.
5. Onboard and Follow-Up		
<ul style="list-style-type: none"> <li>Strategies are developed and implemented to support the onboarding and retention of successful applicants</li> </ul>	<p>The parties will continue provide relevant updates regarding the progress of the successful candidate until they have been fully on-boarded. The Department and the Agency will work together to develop and implement a formal retention strategy.</p> <p>If required, and in parallel with the processes outlined above, the Agency and HEABC-RS will assist the candidate through the BC licensing and immigration processes.</p>	<ul style="list-style-type: none"> <li>Retention strategy developed.</li> <li>After a candidate accepts a position with the Department, all parties will be duly notified.</li> <li>HEABC-RS will assist with licensing and immigration.</li> <li>Candidate is provided opportunity to give feedback on recruitment process</li> <li>All parties meet to evaluate and refine the recruitment process.</li> </ul>

\*Errors and Omissions Excepted

APPENDIX 8

MOCAP PRORATION

[Example only]

MOCAP Contracts	Full Value	Pro-ration	Total
<i>1<sup>st</sup> Call (Level 1)</i>	<i>\$225,000</i>	<i>72%</i>	<i>\$162,000</i>
Total:			<i>\$162,000</i>