

Schedule "E" to the Alternative Payments Subsidiary Agreement

GROUP TEMPLATE SERVICE CONTRACT

BETWEEN:

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

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

OR

[PARTNERSHIP NAME]

(the "Partnership")

OR

[CORPORATION NAME]

(the "Corporation")

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

AND:

(the "Agency")

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

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

Article 1: Definitions

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

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

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

Article 2: Term & Renewal

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

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

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

Article 3: Termination

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

Article 4: Relationship of Parties

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

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

Article 5: Unincorporated Groups

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

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

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

OR

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

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

OR

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

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

Article 6: Waiver/Assignment

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

Article 7: Autonomy

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

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

Article 8: Doctors of BC

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

Article 9: Dispute Resolution

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

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

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

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

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

Article 10: Service Requirements

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

Article 11: Licenses & Qualifications

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

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

Article 12: Locum Coverage

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

Article 13: Subcontracting

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

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

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

Article 14: Parental Leave

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

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

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

Article 15: Compensation

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

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

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

Article 16: Reporting

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

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

Article 17: Records

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

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

Article 18: Third Party Claims

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

Article 19: Liability Protection

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

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

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

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

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

Article 20: Confidentiality

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

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

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

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

20.2.3 in reference to this Contract.

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

20.3.1 the information is not found in the public domain;

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

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

Article 21: Conflict of Interest

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

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

Article 22: Ownership

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

Article 23: Audit, Evaluation and Assessment

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

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

Article 24: Notices

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

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

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

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

24.3 Address and e-mail address of Agency:

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

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

Address and e-mail address of the Representative:

Article 25: Amendments

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

Article 26: Entire Contract

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

Article 27: No Waiver Unless in Writing

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

Article 28: Headings

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

Article 29: Enforceability and Severability

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

Article 30: Physician Master Agreement and Physician Master Subsidiary Agreements

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

Article 31: Execution of the Contract

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

Article 32: Physicians as Professional Medical Corporations

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

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

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

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

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Physicians:

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

Dr.

Dr.

Dr.

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

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

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

-
-
-

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

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

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

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

APPENDIX 2

PAYMENT

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

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

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

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

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

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency.

APPENDIX 3A

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician/Corporation Name _____

MSP Practitioner Number _____

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

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

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

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

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3B

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

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

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

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

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

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

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

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

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

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 3C

FEE FOR SERVICE AND THIRD PARTY BILLING ASSIGNMENT

Physician/Corporation Name _____

MSP Practitioner Number _____

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

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

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

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

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

Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

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

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

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

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

APPENDIX 6

NEW PHYSICIAN - AGREEMENT TO JOIN

(“New Physician-Agreement to Join”)

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

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

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

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

▼▼

▼▼

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

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

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

Dr. _____ as the Representative

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered on behalf of the New Physician:

New Physician's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

APPENDIX 7

RESIGNATION OF PRIVILEGES UNDER EXCLUSIVE CONTRACTS

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

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

DATED: _____

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and delivered by the Physicians:

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

Dr.

Dr.

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

[] Inc.

Authorized Signatory

APPENDIX 8

WORKLOAD MEASURES

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

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

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

provincial workload funding process set out in section 5.3 of the Alternative Payments Subsidiary Agreement.