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# 2022 BENEFITS ADMINISTRATION AGREEMENT

THIS AGREEMENT made as of the1st day of April, 2022,

# **BETWEEN:**

# HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health

(the "Government")

AND:

# ASSOCIATION OF DOCTORS OF BC

(the "Doctors of BC")

# WITNESSES THAT WHEREAS:

A. The Doctors of BC, the Medical Services Commission (the "**MSC**") and the Government have agreed to renew and replace the 2019 Physician Master Agreement and the 2019 Benefits Subsidiary Agreement with the 2022 Physician Master Agreement and the 2022 Benefits Subsidiary Agreement;

B. The 2022 Benefits Subsidiary Agreement is to take effect as of April 1, 2022;

C. The 2022 Benefits Subsidiary Agreement provides, among other things, that the Government and the Doctors of BC will renew and amend the contract between them for administration of the Benefit Plans, except the PHP (the "2022 Benefits Administration Agreement"); and

D. The Doctors of BC and the Government have agreed that this Agreement will constitute the 2022 Benefits Administration Agreement.

**NOW THEREFORE** in consideration of the premises and the agreements of the parties as set out herein, the parties agree as follows:

# ARTICLE 1– DEFINITIONS, INTERPRETATION AND TERMINATION OF PRIOR AGREEMENT

1.1 Words used in this Agreement that are defined in the 2022 Physician Master Agreement or in the 2022 Benefits Subsidiary Agreement have the same meaning as in the 2022 Physician Master Agreement or 2022 Benefits Subsidiary Agreement unless otherwise defined in this Agreement.

- 1.2 "Administrative Costs" means costs incurred directly by the Doctors of BC to perform the services required of the Doctors of BC under this Agreement, including the following categories of costs: staff salaries and benefits, rent, equipment amortization, office supplies, audit costs and bank charges.
- 1.3 **"Administrative Fees"** means the fees paid to the Doctors of BC under this Agreement for Administrative Costs.
- 1.4 "Beneficiaries" means physicians who are eligible to receive benefits from a Benefit Plan.
- 1.5 "Benefit Plans" means:
  - (a) the CMPA Rebate Program;
  - (b) the CME;
  - (c) the CPRSP;
  - (d) the Parental Leave Program; and
  - (e) the PDI.
- 1.6 In this Agreement:
  - (a) words in the singular include the plural and vice versa;
  - (b) the headings of Articles and sections are for convenience of reference only and do not form part of this Agreement and shall not affect the construction or interpretation of this Agreement;
  - (c) the words "**Article**" and "**section**" mean and refer to the specified Article or section of this Agreement unless reference is made to another agreement;
  - (d) the words "**include**", "**includes**" or "**including**" mean "include without limitation", "includes without limitation" and "including without limitation" respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list;
  - (e) all references to money or currency refer to lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated and paid in lawful money of Canada;
  - (f) the words "this Agreement", "herein", "hereof", and "hereunder" and other words of similar input refer to this Agreement as a whole and not to any particular article or section.

1.7 Upon execution of this Agreement, the 2019 Benefits Administration Agreement made as of the 1<sup>st</sup> day of April 2019 between the Government and the Doctors of BC shall terminate and be of no further force or effect.

## **ARTICLE 2- DOCTORS OF BC SERVICES**

- 2.1 The Doctors of BC will administer the Benefit Plans for all eligible physicians who have not made an election under Section 14 of the *Medicare Protection Act* and who are not subject to an order made under Section 15(2)(a) or (b) of the *Medicare Protection Act*, and will provide the same standard of administration to both members and non-members of the Doctors of BC.
- 2.2 The Doctors of BC will provide all services required to administer the Benefit Plans, including the following:
  - (a) determining physician eligibility for the Benefit Plans in accordance with the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements, including the 2022 Benefits Subsidiary Agreement and any specific terms, conditions, rules and eligibility criteria approved and published by the Benefits Committee for the Benefit Plans from time to time;
  - (b) paying benefits to or on behalf of eligible physicians consistent with the requirements of each of the Benefit Plans and in accordance with the 2022 Physician Master Agreement and the Physician Master Subsidiary Agreements, including the 2022 Benefits Subsidiary Agreement and any specific terms, conditions, rules and eligibility criteria approved and published by the Benefits Committee for the Benefit Plans from time to time;
  - (c) maintaining financial and other records relating to all aspects of the Benefit Plans including records related to the receipt of funds from the Government, the payment of benefits to Beneficiaries and Administrative Costs;
  - (d) developing and implementing procedures and developing and maintaining documentation for physicians to apply for benefits under the Benefit Plans;
  - (e) producing communication materials required to provide physicians with an understanding of the Benefit Plans, including the requirements for eligibility, and the procedures for applying for benefits and subsequent communications with physicians;
  - (f) ensuring that the expenditures for benefits paid from each of the Benefit Plans do not exceed the funding provided by the Government for each Benefit Plan;
  - (g) ensuring that benefits paid to physicians pursuant to the Benefit Plans do not exceed entitlements under the Benefit Plans;

- (h) collecting administrative fees from eligible physicians who are not members of the Doctors of BC in accordance with section 7.1(c) of the 2022 Benefits Subsidiary Agreement;
- (i) providing information to the Benefits Committee as required by the Benefits Committee, including information to enable the Benefits Committee to determine whether there is a surplus in funding for any of the Benefit Plans;
- (j) ensuring that interest accrued from reserves held by the Doctors of BC is used to fund the Benefit Plans or, if not needed for such purpose, is added to the surplus in funding for the Benefit Plans as determined by the Benefits Committee;
- (k) verifying to the Government annually that all funds provided for the Benefit Plans have been properly used for the purposes intended and cooperating with any audit and inspection procedures as may be required by the Government;
- (l) maintaining a detailed written record of all Administrative Costs, including appropriate supporting documents, and providing same to the Government on request; and
- (m) subject to the 2022 Benefits Subsidiary Agreement, providing other reports concerning the administration of the Benefit Plans when requested by the Government.
- 2.3 The Doctors of BC will perform the services required under this Agreement in the same manner and with the same degree of care, skill and efficiency as would be employed by a prudent and reasonable professional benefits administrator performing the same services.

## **ARTICLE 3 - ADMINISTRATIVE COSTS AND FEES**

- 3.1 The Administrative Costs for any Fiscal Year shall be reasonable and reasonably comparable to the costs that would be incurred by a prudent and reasonable professional benefits administrator performing the same services.
- 3.2 On or before March 1 of each year, the Doctors of BC will prepare a budget for Administrative Costs for each of the Benefit Plans for the subsequent Fiscal Year, for review with and approval by the Benefits Committee. If the Benefits Committee is unable to reach agreement on the budget for Administrative Costs the matter will be resolved by the Adjudicator or Adjudication Committee in the same manner as set out in Article 22.1 of the 2022 Physician Master Agreement for resolution of Provincial Disputes.
- 3.3 Upon approval of the budget for Administrative Costs for a particular Fiscal Year by the Benefits Committee or a decision of the Adjudicator or Adjudication Committee in that regard in either case as contemplated by section 3.2 above, the budgeted Administrative Costs associated with each of the Benefit Plans will be paid to the Doctors of BC as Administrative Fees from the funding made available by the Government for each of the Benefit Plans.

### **ARTICLE 4- ANNUAL REPORT**

- 4.1 On or before September 30 of each year, the Doctors of BC will provide to the Government through the Benefits Committee a written report for the preceding Fiscal Year including:
  - 4.1.1 For each of the CME, the CMPA Rebate Program, the CPRSP, and the Parental Leave Program:
  - (a) the total amount expended for benefits and the number of physicians for whom an entitlement was calculated;
  - (b) the total amount of funding received from physicians who are not members of the Doctors of BC for administrative fees
  - (c) the number of claims applications received, the number accepted and the number refused;
  - (d) the amount of any surplus, including any surplus carried forward from a previous year;
  - (e) the total amount of Administrative Costs charged by the Doctors of BC against the Benefits Plans, with details as to the amounts charged against each such plan
  - (f) the audited financial statements for each Benefit Plan; and
  - 4.1.2 For the PDI:
  - (a) the financial statements provided by Sun Life (or successor insurance company) to the Doctors of BC.

#### **ARTICLE 5 – INDEMNITY**

5.1 The Doctors of BC shall indemnify and hold harmless the Government from and against any and all claims arising from or in connection with the administration of the Benefit Plans.

## **ARTICLE 6- AMENDMENTS**

6.1 This Agreement may be amended at any time but only by written agreement of the parties. Any waiver of any provision of this Agreement shall only be effective if in writing signed by the waiving party, and no waiver shall be implied by indulgence, delay or other act, failure to act, omission or conduct. Any waiver shall only apply to the specific matter waived and only in the specific instance and for the specific purpose for which it is given.

## **ARTICLE 7 – TERM AND TERMINATION**

7.1 Subject to earlier termination in accordance with section 7.2 below, this Agreement shall have the same term as, and shall terminate concurrent with any termination of, the 2022 Benefits Subsidiary Agreement.

- 7.3 Upon termination of this Agreement, the Doctors of BC will:
  - (a) continue to process benefit claims for which it has received complete information prior to termination and which were due and payable prior to termination, except where requested not to do so by the Government;
  - (b) subject to all applicable legislation, forward all records and files, including all electronic records, to any successor benefits administrator, as advised by the Government; and
  - (c) forward the balance of any funds held in or for any of the Benefit Plans to any successor benefits administrator, as advised by the Government.

# **ARTICLE 8 – RESOLUTION OF DISPUTES**

8.1 Where there is a dispute between the Government and the Doctors of BC regarding the interpretation, application operation or alleged breach of this Agreement, it shall be resolved in the same manner as set out in Article 22.1 of the 2022 Physician Master Agreement for resolution of Provincial Disputes.

**IN WITNESS WHEREOF** the parties have executed this Agreement by or in the presence of their respective duly authorized signatories as of the 1<sup>st</sup> day of April, 2022.

SIGNED, SEALED & DELIVERED on ) behalf of HIS MAJESTY THE KING IN ) RIGHT OF THE PROVINCE OF ) BRITISH COLUMBIA, by the Minister of ) Health or their duly authorized ) representative: )

Mark Amitaae Name

AOM Position

THE CORPORATE SEAL of the ASSOCIATION OF DOCTORS OF BC was hereunto affixed in the presence of:

Signature of Authorized Signatory

Ramneek

President of Doctors of BC Position

Dosani

MA

Signature of Authorized Signatory



#### JOINT CLINICAL COMMITTEE ADMINISTRATION AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of April, 2022,

#### **BETWEEN**:

# HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health

(the "Government")

AND:

## **ASSOCIATION OF DOCTORS OF BC**

(the "**Doctors of BC**")

## WITNESSES THAT WHEREAS:

A. The Doctors of BC, the Medical Services Commission (the "**MSC**") and the Government have agreed to a renewed Physician Master Agreement and Physician Master Subsidiary Agreements, including the Specialist Subsidiary Agreement and the Family Practice Subsidiary Agreement to take effect as of April 1, 2022;

B. The Doctors of BC, the MSC and the Government previously created certain joint clinical committees which will continue under the 2022 Physician Master Agreement, the 2022 Specialist Subsidiary Agreement and the 2022 Family Practice Subsidiary Agreement;

C. The Doctors of BC and the Government previously created the Joint Clinical Committee Administration Agreement to establish how the work of these joint clinical committees will be administered by the Doctors of BC; and

D. The Doctors of BC and the Government have agreed to continue the Joint Clinical Administration Agreement.

**NOW THEREFORE** in consideration of the premises and the agreements of the parties as set out herein, the parties agree as follows:

# **DEFINITIONS AND INTERPRETATION**

- Words used in this Agreement that are defined in the 2022 Physician Master Agreement, the 2022 Specialist Subsidiary Agreement or the 2022 Family Practice Subsidiary Agreement have the same meaning as in the 2022 Physician Master Agreement, the 2022 Specialist Subsidiary Agreement and the 2022 Family Practice Subsidiary Agreement, unless otherwise defined in this Agreement.
  - 1.1. "Administrative Costs" means costs incurred directly by the Doctors of BC to perform the Administrative Services required of the Doctors of BC under this Agreement, including the following categories of costs: staff salaries and benefits, rent, equipment amortization, office supplies, Allocated Costs and bank charges. For clarity, Administrative Costs do not include such costs incurred by Health Authorities as a result of their participation in initiatives of the Joint Clinical Committees.
  - 1.2. "Administrative Fees" means the funds to be paid to the Doctors of BC under this Agreement for Administrative Costs.
  - 1.3. **"Administrative Services**" means those activities that are required to implement and manage those programs of the Joint Clinical Committees as determined by an Approved Work Plan and budget (as amended by the parties from time to time based on the decisions of the Joint Clinical Committees or the Physician Services Committee).
  - 1.4. **"Allocated Costs"** means the amount of Administrative Fees paid to the Doctors of BC for Accounting, Payroll and IT Services required to manage those programs of the Joint Clinical Committees and is based on the amount of funding and the level of activity of the program.
  - 1.5. **"Approved Work Plan"** means a work plan prepared by a Joint Clinical Committee in accordance with sections 6.3(a)(i) -(v) of the 2022 Physician Master Agreement and approved by the Physician Services Committee in accordance with sections 6.3(a)(vi) and (vii) of the 2022 Physician Master Agreement.
  - 1.6. "Joint Clinical Committee" means those committees listed in section 8.1 of the 2022 Physician Master Agreement.
  - 1.7. In this Agreement:
    - 1.7.1. words in the singular include the plural and vice versa;
    - 1.7.2. the headings of Articles and sections are for convenience of reference only and do not form part of this Agreement and shall not affect the construction or interpretation of this Agreement;

- 1.7.3. the words "**Article**" and "**section**" mean and refer to the specified Article or section of this Agreement unless reference is made of another agreement;
- 1.7.4. the words "**include**", "**includes**" or "**including**" mean "include without limitation", "includes without limitation" and "including without limitation" respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list;
- 1.7.5. all references to money or currency refer to lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated and paid in lawful money of Canada;
- 1.7.6. the words "this Agreement", "'herein", "hereof", and "hereunder" and other words of similar input refer to this Agreement as a whole and not to any particular article or section.

# **DOCTORS OF BC SERVICES**

- 2. The Doctors of BC will:
  - 2.1. faithfully implement the directions, resolutions, programmes and decisions of the Joint Clinical Committees as determined by their respective Approved Work Plans and budgets;
  - 2.2. independently provide all Administrative Services to the Joint Clinical Committees;
  - 2.3. maintain financial and other records relating to all aspects of the administration of the Joint Clinical Committees, including records related to the receipt of funds from the Government; Administrative Costs; and disbursement of funds relating to the Joint Clinical Committees programs and initiatives, but not including accounting for funds expended by the Joint Clinical Committees through fees administered by or on behalf of the MSC;
  - 2.4. produce communication materials as approved by the co-chairs of the Joint Clinical Committee in question required to provide physicians and the public with an understanding of work of the Joint Clinical Committees;
  - 2.5. subject to applicable privacy legislation, provide all information related to the Administrative Services and the programs and initiatives of the Joint Clinical Committees as set out in the Approved Work Plan as reasonably requested by the Joint Clinical Committees, including information to advise the Joint Clinical Committees on the financial status of the Approved Work Plan;
  - 2.6. hire staff, and where necessary consultants, to undertake the Administrative Services, as

set out in the Approved Work Plan and in accordance with the requirements set out in Article 3 of this Agreement;

- 2.7. ensure that interest accrued from program funds held by the Doctors of BC is used to fund the work of each Joint Clinical Committee or, if not needed for such purpose, is added to the surplus in funding for the Joint Clinical Committee as determined by the appropriate Joint Clinical Committee;
- 2.8. provide all reporting required by this Article and Articles 6 to 8 of this Agreement and participate in any audit that the Government may require;
- 2.9. maintain a detailed written record of all Administrative Costs (excluding the expenses covered by the Allocated Costs) and the costs of all Joint Clinical Committee programs and initiatives, including appropriate supporting documents, and provide the same to auditors as required; and
- 2.10 subject to applicable privacy legislation provide other reports concerning the Administrative Costs (excluding the expenses covered by the Allocated Costs) and the programs and initiatives of the Joint Clinical Committees to the Government as reasonably requested by the Government.
- 3. The Doctors of BC will:
  - 3.1. perform the services required under this Agreement in the same manner and with the same degree of care, skill and efficiency as would be employed by a prudent and reasonable administrator performing the same services.
  - 3.2. ensure that staff providing Administrative Services:
    - 3.2.1. implement decisions of the Joint Clinical Committees;
    - 3.2.2. remain neutral as between the Government and the Doctors of BC in any disagreements between Doctors of BC and the Government and in respect of any work of the Joint Clinical Committees;
    - 3.2.3. will not provide additional services unrelated to the business of the Joint Clinical Committees to Doctors of BC, Government, Health Authorities or other parties if employed full-time providing Administrative Services under this Agreement.
  - 3.3. seek input from the co-chairs of the responsible Joint Clinical Committee, together or separately when preparing the performance reviews for Executive Leads and Initiative Leads;
  - 3.4. ensure that information related to the Administrative Services provided under the terms

of this Agreement flows fairly and evenly to the Joint Clinical Committees and to stakeholders;

- 3.5. follow fair business practice and engage in an open and transparent engagement process when engaging consultants to provide Administrative Services; and
- 3.6. designate a senior employee who is responsible for answering any question or addressing concerns of the Government with respect to the application and administration of this Agreement.

# **ADMINISTRATIVE COSTS AND FEES**

- 4. The Administrative Costs for any Fiscal Year shall be reasonable and reasonably comparable to the costs that would be incurred by a prudent and reasonable administrator performing the same services.
- 5. On or before February 1 of each year, the Doctors of BC will prepare a budget for Administrative Costs for each of the Joint Clinical Committees for the subsequent Fiscal Year, for review with and approval by the relevant Joint Clinical Committee. If such Joint Clinical Committee is unable to reach agreement on the budget for Administrative Costs the matter will be considered by the Physicians Services Committee and if it cannot be resolved by the Physician Services Committee then it shall be resolved by the Adjudicator or Adjudication Committee in the same manner as set out in Article 22 of the 2022 Physician Master Agreement for resolution of Provincial Disputes. If the budget for Administrative Costs has not been approved by April 1 of each year, the parties will utilize the approved budget from the previous Fiscal Year until the new budget is approved.

## **REPORTING REQUIREMENTS**

- 6. On or before April 1 of each year, the Doctors of BC will provide to Government through each Joint Clinical Committee, a separate funding schedule which includes the estimated monthly disbursements of government funding, for both Administrative Costs (approved as per Article 5 above) and for the approved programs and initiatives of the Joint Clinical Committees to be implemented by Doctors of BC in accordance with the Approved Work Plans of the Joint Clinical Committees (as amended by the parties from time to time based on the decisions of the Joint Clinical Committees or the Physician Services Committee).
- 7. On or before the 28<sup>th</sup> day of each month, the Doctors of BC will provide to Government through each Joint Clinical Committee the status of expenditures under the Approved Work Plan for the preceding month. This will include the approved budget, YTD expenditures, updated projections to the end of the Fiscal Year and variance analysis explanation for the various programs and initiatives of the Joint Clinical Committee. The Doctors of BC will provide financial reporting in the form initially required by Government or in a form subsequently

agreed to by the parties.

- 8. On or before September 30 of each year, the Doctors of BC will provide to the Government through each Joint Clinical Committee a written report for that Joint Clinical Committee for the preceding Fiscal Year including:
  - 8.1. the total amount of Administrative Costs, itemized for the various types of expenses by program and initiative, including staff salaries and benefits, consultant costs, rent, equipment amortization, office supplies Allocated Costs, and bank charges, provided by Doctors of BC against the funding made available by the Government for the Joint Clinical Committee;
  - 8.2. the total amount expended for the various programs and initiatives of the Joint Clinical Committee;
  - 8.3. the amount of any Joint Clinical Committee funding surplus, including any surplus carried forward from a previous Fiscal Year; and
  - 8.4. the audited financial statements for the Joint Clinical Committee.

# **TRANSFER OF FUNDING**

9. Funding for Administrative Fees, as well as the funding for the programs and initiatives approved by the Joint Clinical Committees for implementation by Doctors of BC, will be transferred by Government to Doctors of BC on the first day of each quarter in accordance with the funding schedule referenced in Article 6 above. If actual expenditures are less than the estimated expenditures in the funding schedule such that a surplus of four months' worth of expenditures accrues, the Government may adjust the transfer of funds to hold further transfers until the accrual is reduced to a surplus of less than 2 months. The Joint Clinical Committees will review the activities of each program and initiative at the end of the Fiscal Year and funding will be adjusted based on the actual expenditures.

#### INDEMNITY

10. The Doctors of BC shall indemnify and hold harmless the Government from and against any and all claims arising from or in connection with the administration of the Joint Clinical Committees.

#### AMENDMENTS

11. This Agreement may be amended at any time by written agreement of the parties. Any waiver of any provision of this Agreement shall only be effective if in writing signed by the waiving party, and no waiver shall be implied by indulgence, delay or other act, failure to act, omission or conduct. Any waiver shall only apply to the specific matter waived and only in the specific

instance and for the specific purpose for which it is given.

# **TERM AND TERMINATION**

- 12.1 Subject to earlier termination in accordance with section 12.2 below, this Agreement shall have the same term as, and shall terminate concurrent with any termination of the 2022 Physician Master Agreement under section 27.2(b).
- 12.2 Notwithstanding section 12.1 above, either party may give written notice to the other, on or after April 1, 2023, of termination of this Agreement without cause, in which case the parties will forthwith enter into discussions to reach agreement on a revised Agreement or an alternative means of providing the Administrative Services. If no agreement on a revised Agreement or alternate means of providing the Administrative Services is reached within 12 months of the date the written notice of termination was provided, this Agreement will terminate.

# **RESOLUTION OF DISPUTES**

13. Where there is a dispute between the Government and the Doctors of BC regarding the interpretation, application operation or alleged breach of this Agreement, it shall be resolved in the same manner as set out in Article 22 of the 2022 Physician Master Agreement for resolution of Provincial Disputes.

**IN WITNESS WHEREOF** the parties have executed this Agreement by or in the presence of their respective duly authorized signatories as of the 1<sup>st</sup> day of April, 2022.

SIGNED, SEALED & DELIVERED on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Minister of Health or their duly authorized representative:

Name

Position

THE CORPORATE SEAL of the ASSOCIATION OF DOCTORS OF BC was hereunto affixed in the presence of:

Signature of Authorized Signatory

Dr. Ramneek Dosanjh Name

President of Doctors of BC Position

Signature of Authorized Signatory



Stephen Brown Deputy Minister Ministry of Health

December 15, 2022

Re: Doctors of BC Support

Doctors of BC strongly endorses the Practice Standard issued by the College of Physicians and Surgeons of BC as the appropriate mechanism for integrating virtual care into physician practices and believes that educating physicians and the public is the most effective method to support its appropriate application.

This is to confirm that Doctors of BC endorses the following actions to support the Practice Standard:

- a. There should be increased public communication by the College of Physicians and Surgeons of BC to ensure that physicians meet its Practice Standard on Virtual Care accompanied by appropriate education of physicians and the public.
- b. It is appropriate that the MSC express concern on patient access to in-person care where it is aligned with the Practice Standard on Virtual Care issued by the College of Physicians and Surgeons of BC, as well as its intention to follow up with individual physicians as needed using the following mechanisms:
  - i. The Patterns of Practice Committee may monitor and report to physicians on their use of virtual vs in person services in comparison to their reference group. The Patterns of Practice Committee can act immediately to review the current utilization of virtual care fees and identify physicians who provide low or no access to in-person services. This data can be provided to those physicians, and they may be asked to explain how their services are consistent with College guidelines.
  - ii. The Billing Integrity Program may audit physician practices where it is appropriate to do so.
- c. It is appropriate for the Minister and Ministry of Health to raise concerns about appropriate access to in-person care in line with the Practice Standard on Virtual Care issued by the College of Physicians and Surgeons of BC.
- d. Doctors of BC understands that, as a means of ensuring the safety of patients, the Ministry of Health will provide interim guidance to physicians and the public on appropriate access to virtual care within physician practices pending the Guidance that will be provided by the Virtual Care Clinical Reference Group. The Ministry will

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of bc

develop any such interim guidance in consultation with the College of Physicians and Surgeons of BC and will seek endorsement by the College of Physicians and Surgeons of BC.

Sincerely,

President Doctors of BC



December 13, 2022

President Doctors of BC 115-1665 West Broadway Vancouver BC, V6J 5A4

# **RE:** Billing for BC Residents without MSP

As per our discussions during recent PMA negotiations, this letter is to confirm that the Ministry of Health will undertake a two-year pilot project, starting within 90 days of ratification, to change the criteria for physicians to claim compensation for services provided to BC residents who are eligible for enrolment in MSP but who are not enrolled. The pilot project details are attached, including a simple form that Health Authority staff and/or physicians will complete to secure physician payment. This form may still require minor adjustments, including formatting adjustments. The Ministry of Health will also create detailed instructions and guidance for physicians and Health Authorities in order to administer the pilot program, and the Ministry of Health will consult with Doctors of BC before finalizing the form and any guidance/instruction documents.

The Ministry reserves the right to amend or terminate the program at the end of the two-year pilot project. Prior to making a decision as to whether to continue, amend or terminate the program at the end of the pilot project, the Ministry of Health will share and discuss the results of the evaluation with the Doctors of BC.

Sincerely,

Mark Armitage Assistant Deputy Minister Health Sector Workforce and Beneficiary Services Division, Ministry of Health 1246814



December 13, 2022

President Doctors of BC 115-1665 West Broadway Vancouver BC, V6J 5A4

#### **Re: Physician Input and Supports in Digital Health Projects**

Further to discussions during the recently concluded PMA negotiations, this is to confirm that the Ministry of Health agrees to consult with the Doctors of BC in developing, by the end of March 2023, best-practice principles on physician engagement and change-management approaches regarding digital health projects. The Ministry of Health commits to providing direction to Health Authorities to apply such principles when designing and carrying out digital health projects impacting the provision of clinical services.

Sincerely,

Mark Armitage Assistant Deputy Minister Health Sector Workforce and Beneficiary Services Division, Ministry of Health 1246814



February 16, 2023

President Doctors of BC 115-1665 West Broadway Vancouver BC, V6J 5A4

# **RE: Doctors of BC Representation of Physicians**

The Ministry of Health and the undersigned Health Authorities and Providence Health Care acknowledge the role of Doctors of BC in representing the collective and individual interests of physicians and in particular, Doctors of BC's role in representing physicians in negotiating contractual arrangements as set out in Article 3 of the Physician Master Agreement (PMA).

In complying with the PMA and in respecting the representation rights of Doctors of BC as set out in the PMA, the Ministry, the Health Authorities and Providence Health Care commit to the following:

- The Ministry will provide written direction requiring the Health Authorities and Providence Health Care to advise physicians of their right to be represented by the Doctors of BC in contract negotiation and to negotiate in good faith, and the Ministry will require the Health Authorities and Providence Health Care to recognize the Doctors of BC's right to represent those physicians who request the assistance of Doctors of BC in contract negotiations.
- 2. The Health Authorities and Providence Health Care will advise physicians of their right to be represented by Doctors of BC in contract negotiations as soon as practicable and no later than the first meeting of the parties or when a draft contract is proposed to the physician(s), whichever is earliest, and will recognize and respect the Doctors of BC's right to represent physicians who request the assistance of Doctors of BC in contract negotiations.

In support of the above commitments, the Health Authorities and Providence Health Care will take appropriate steps to ensure that all staff involved in physician contract discussions and negotiations are aware of and comply with these commitments.

These commitments apply to any physician contract for physician services with agencies using a local contract, and to contracts for the provision of provincially funded clinical services under an alternative payment model.

Sincerely,

7 Å.

Dr. Victoria Lee President and CEO Fraser Health

Susan Brown President and CEO Interior Health

Kanundhil

Kathy MacNeil President and CEO Island Health

Cathy Aler

Cathy Ulrich President and CEO Northern Health

Dr. David Byres President and CEO Provincial Health Services Authority

Odhr.

Fiona Dalton President and CEO Providence Health Care

) Migs autor Inan

Vivian Eliopoulos President and CEO Vancouver Coastal

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Mark Armitage Assistant Deputy Minister, Health Sector Workforce and Beneficiary Services Division, Ministry of Health



December 13, 2022

Jim Aikman Interim CEO Doctors of BC 115-1665 West Broadway Vancouver BC, V6J 5A4

Dear Mr. Aikman,

## **RE: Letter - Information on Cancelled Procedures**

This will confirm that the Ministry of Health will work with Doctors of BC to determine what information is currently available from the Ministry and/or Health Authorities on procedures performed in Health Authority facilities that are cancelled on the day of the procedures or the day before, and will work with the Health Authorities to seek to expedite access to such information.

The Ministry will arrange for a meeting with Assistant Deputy Ministry, Hospital and Provincial Services Division within 30 days of the ratification of the 2022 Physician Master Agreement to discuss the type of information sought and available sources of information. The Ministry and Health Authorities will seek to expedite access to such information.

Any information that is provided as a result of these efforts will be identified as confidential by the disclosing party and will be subject to Article 5.3 of the PMA.

Sincerely,

Mark Armitage Assistant Deputy Minister Health Sector Workforce and Beneficiary Services Division Ministry of Health

1246814



24/04/2023

Dr. Joshua Greggain President Doctors of BC 115-1665 West Broadway Vancouver BC, 6J5A4

## Re: Physician Respectful Workplace/Disciplinary Process

As per the agreement reached between the Government and the Doctors of BC in the recently concluded Physician Master Agreement negotiations, the undersigned Health Authorities and Providence Health Care agree to adopt policy and/or changes to the Medical Staff Rules such that physicians who are required to attend a formal meeting with the Health Authority regarding respectful workplace and/or disciplinary matters will be notified in advance of their option to have a colleague from the medical staff, Doctors of BC or CMPA attend the meeting with the physician.

For the purposes of this letter, a formal meeting is one where expectations will be set with respect to the physician's behaviour and failure to meet those expectations will have consequences, and the outcome of the meeting will be formally and permanently documented with the health authority. For clarity, a formal meeting does not include informal discussions, investigatory meetings for the purposes of fact-finding in which no disciplinary decision will be made, or situations where immediate action is needed to protect patient care and/or staff/medical staff/volunteer safety.

Sincerely,

16000

Dr. Ralph Belle Vice President, Medicine Fraser Health Authority

William

Dr. Ben Williams Vice President, Medicine, Quality & Academic Affairs Island Health

Dr. Ronald Chapman Vice President, Medicine Northern Health

Dr. Patrick O'Connor Interim Vice President, Medicine & Quality Interior Health Authority

Dr. Sean A. Virani Vice President, Medical and Academic Affairs Provincial Health Services Authority

HACK

Dr. Dean Chittock Vice President, Medicine and Quality and Safety Vancouver Coastal Health Authority

and

Dr. Ronald Carere Vice President, Medical Affairs Providence Health Care



February 16, 2023

President Doctors of BC 115-1665 West Broadway Vancouver BC, V6J 5A4

# RE: Physician Respectful Workplace and Discipline Process Reviews

The undersigned Health Authorities and Providence Health Care each agree to meet with Doctors of BC staff and a Doctors of BC member representative at least once in the first year following ratification of the 2022 Physician Master Agreement to review respectful workplace and disciplinary processes and communications with physicians. The intent of this review is to discuss the respectful workplace and disciplinary processes and obtain physician feedback and recommendations to help improve the overall processes.

Sincerely,

Dr. Victoria Lee President and CEO Fraser Health

Susan Brown President and CEO Interior Health

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Kathy MacNeil President and CEO Island Health

Cathy Ulrich President and CEO Northern Health

Dr. David Byres President and CEO Provincial Health Services Authority

Fiona Dalton President and CEO Providence, Health Care

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Vivian Eliopoulos President and CEO Vancouver Coastal

## **MEMORANDUM OF AGREEMENT**

# **COLLABORATION ON VIRTUAL CARE FEES**

**BETWEEN:** 

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

# **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

AND:

# MEDICAL SERVICES COMMISSION

(the "MSC")

(individually a "party" and collectively the "parties")

# **COLLABORATION ON VIRTUAL CARE FEES**

# WHEREAS:

- A. At the outset of the COVID-19 pandemic, the parties agreed to make temporary changes to the MSP payment schedule, including establishing new temporary fees to support patient access to services and physician income security in a time of great uncertainty.
- B. Changes to clinical services through telehealth over the course of the pandemic have impacted the expectations of both patients and physicians for how the delivery of health care services may be provided.
- C. The temporary virtual fee structure has supported patient access to virtual medical services but has also created challenges in which some patients are facing barriers to obtaining appropriate in-person medical care.
- D. The College of Physicians and Surgeons of BC ("**CPSBC**") has issued a clear Practice Standard with regards to virtual care that outlines the minimum standard of professional behaviour and ethical conduct expected by the CPSBC.
- E. The parties agree that the exclusive provision of virtual care is inappropriate in most circumstances. In most cases the routine use of telehealth as a screening modality is also not appropriate.
- F. The parties agree that appropriate care includes both in-person and virtual care. A patient can request an in-person or virtual visit which should be provided in a time frame appropriate to the urgency and type of patient concern. If the clinical judgement of the physician determines that an in-person visit is necessary for meeting care requirements, a patient request for a virtual visit will not override the professional judgement of the physician.
- G. Recognizing the need to better integrate virtual care service delivery within practices in the post-pandemic environment, the parties agree there is a need to develop more detailed practice guidance on virtual care to use as a basis for more permanent rules and fees for virtual care services in the Payment Schedule.
- H. The parties recognize the importance of consultation with Doctors of BC and its Sections to establish rules and fees that support the provision of appropriate medical services to patients.

Therefore, the parties agree to the following:

# 1. Virtual Care Clinical Reference Group

a. The Ministry will establish a Virtual Care Clinical Reference Group ("VCCRG") to develop detailed guidance on clinical practice to support the provision of high quality

patient care through the appropriate provision of virtual care together with in-person care (the "Guidance")

- i. The purpose of the Guidance is to inform the Ministry of Health and the Tariff Committee on decisions regarding the appropriate rules and fees for telehealth services.
- ii. The Guidance should be relevant to all physicians who may provide telehealth clinical services to patients.
- iii. The VCCRG will not make any recommendations for revisions to Virtual Care fees.
- b. The VCCRG will be comprised of a chairperson mutually selected by the parties who will select the rest of the VCCRG after consultation with the parties.
  - i. The VCCRG will include the following additional members: 2 family physicians, one of which has rural experience; 2 specialists; a representative of the CPSBC; two experts with telehealth expertise relevant to medical practice from outside BC who are viewed as leaders in the field.
- c. The VCCRG will be in place from November 7, 2022, to February 28, 2023, and the focus of the VCCRG will be on two main objectives for guidance:
  - i. Identify, create and or recommend consolidated guidance to support an appropriate balance of both in person and virtual care in primary care and specialty care. Guidance should include but not be limited to:
    - 1. Clinical considerations such as practice setting (e.g. primary care, specialty care), location (e.g. urban, rural), relationship with patient (such as longitudinal, episodic, new), nature of concern;
    - 2. Provider considerations such as practice readiness and legal considerations;
    - 3. Individual patient considerations such as language barriers, digital literacy and geographic barriers.
  - ii. The VCCRG will consider the future need to develop a framework to measure safety and quality of virtually provided care and with a practical implementation strategy.
- d. The process for the VCCRG will include:
  - i. Compile existing guidance and literature, including a McMaster Rapid Evidence review or like process.
  - ii. Input from Doctors of BC Sections and Societies.

- iii. Relevant data from the MSC. The MSC will provide any data requested by the VCCRG on an expedited basis.
- e. The Ministry will provide appropriate secretariat support to the VCCRG.
- f. The VCCRG will begin its work as soon as possible after the Doctors of BC Board of Directors recommends that the 2022 Physician Master Agreement ("**PMA**") be sent to its members for approval.
- g. The VCCRG will provide the Guidance to the Ministry and the Tariff Committee by February 28, 2023.

## 2. Collaborative Review of Virtual Care Fees

- a. "Virtual Care Fees" include all virtual care fees, including the temporary virtual care fees and revisions to fees to facilitate virtual care implemented during the COVID-19 pandemic.
- b. Any revisions of Virtual Care Fees will be carried out through the process set out in Articles 12 and 13 of the PMA as amended through this memorandum.
- c. After February 28, 2023 and considering the Guidance provided by the VCCRG, the Ministry will notify the Doctors of BC (through the Tariff Committee), by no later than March 10, 2023, in writing, of its recommendation for the creation or revision of any Virtual Care Fee items in accordance with section 12.2 of the PMA, as modified below.
- d. In order to expedite the fee review process for Virtual Care Fees as outlined in section 12.2 (a)(i) (b), (c), (d) and (f) of the PMA as amended below, the parties will begin the process for selecting an ad hoc joint review panel within 2 weeks of when the Doctors of BC Board recommends that the PMA be sent to its members for approval so that, if it is required, it is available to begin its work without delay.
  - i. 12.2(a)(i) consult with the Tariff Committee and with Health Authorities to identify any comments or concerns they may have respecting such recommendations, for up to 60 (sixty) days, commencing when the Government notifies the Doctors of BC, in writing, of its recommendation for the creation or revision of Virtual Care Fee items.
  - ii. 12.2(b) If agreement is not reached between the Government and the Doctors of BC pursuant to section 12.2(a)(ii) within 90 60 (sixty) days of written notification from the Government to the Doctors of BC of a proposed revision(s) pursuant to this section 12.2, or such additional time as may be agreed, the Government may will advise the Doctors of BC that it intends to refer the matter to an ad hoc joint review panel as provided in section 12.2(c).

- iii. 12.2(c) The joint review panel must be appointed <u>no later than March 31</u>, <u>2023</u>within 60 days of the Government advising the Doctors of BC that it intends to refer the matter to an ad hoc joint review panel. The composition of the joint review panel shall be three members, with one member appointed by the Doctors of BC, one member appointed by the Government, and the third member who shall be the Chair, selected from a roster of individuals agreed upon-by the Government and the Doctors of BC. The members appointed shall be chosen so as to avoid conflicts of interest. If the Government and the Doctors of BC <u>cannot have not</u> agreed, by January 31-February 28, 2023 upon the roster on the selection of the Chair, the MSC will appoint the Chair.
  - 1. The funding for the cost of the Chair will be shared by the Ministry of Health and by Doctors of BC. Funding for the Doctors of BC portion of the cost of the Chair and of the Doctors of BC member on the joint review panel will be provided from one-time funds available to the Shared Care Committee.
- iv. 12.2(d) The joint review panel must render a majority recommendation to the parties and the MSC within three <u>one</u> months of appointment the date of referral under 12.2(b).
- v. 12.2(f) If either the Government or the Doctors of BC does not support in writing the recommendation of the joint review panel<u>within one week of the recommendations being issued</u>, the MSC will decide the matter in accordance with section 13.2, and if the MSC decides that a change to the Guide to Fees should be made, the Doctors of BC will implement the change to the Guide to Fees.

#### 3. Continuation of Temporary Virtual Care Fees

- a. The MSC will not unilaterally cancel any of the temporary Virtual Care Fees nor act on the cancellation of any temporary Virtual Care Fee by the Provincial Health Officer.
- b. Any changes to the temporary Virtual Care Fees will be accomplished through the application of Articles 12 and 13 of the PMA as amended by this Memorandum of Agreement.



#### 4. Dispute Resolution

a. Where there is a dispute between the Ministry and Doctors of BC regarding the interpretation, application, operation or alleged breach of this Memorandum of Agreement, it shall be resolved in the same manner as set out in Article 22 of the PMA for resolution of Provincial Disputes.

IN WITNESS WHEREOF the parties have executed this Memorandum of Agreement by or in the presence of their respective duly authorized signatories as of the  $1^{57}$  day of April , 2022.

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SIGNED, SEALED & DELIVERED on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Minister of Health or their duly authorized representative:

Mark Armitage Name <u>ADM, HSWBS, MoH</u> Position

Signature of Authorized Signatory

THE CORPORATE SEAL of the ASSOCIATION OF DOCTORS OF BC was hereunto affixed in the presence of:

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)

Signature of Authorized Signatory

DR Ramneek Dosanih Name

President of Doctors of BC Position

MEDICAL SERVICES COMMISSION

Per: Authorized Signatory - Walpenny I nirs Commission

Position



#### **MEMORANDUM OF AGREEMENT**

## **INCREASES FOR NON-PMA CONTRACTS**

**BETWEEN:** 

# HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

# FRASER HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY and PROVINCIAL HEALTH SERVICES AUTHORITY

(individually a "Health Authority" and collectively the "Health Authorities")

AND:

## **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

## **Increases for Non-PMA Contracts**

Further to the discussions between the Ministry of Health and Doctors of BC during the recently concluded Physician Master Agreement negotiations, this is to confirm that the Ministry/Health Authorities will provide the following increases:

- 1. For the Group Contract for Practicing Family Physicians, for the New-to-Practice Family Physicians Contract, and for Population Based Funding Contracts, in addition to any percentage increases in the cost of living adjustments applicable for the 2022 Physician Master Agreement,
  - i. a minimum of 3.24% effective April 1, 2022
  - ii. a minimum of 5.5% effective April 1, 2023
  - iii. a minimum of 2.0% effective April 1, 2024
- 2. For the New Longitudinal Family Physician Payment Model, in addition to any percentage increases in the cost of living adjustments applicable for the 2022 Physician Master Agreement,
  - i. a minimum of 3.24% effective April 1, 2022
  - ii. a minimum of 5.5% effective April 1, 2023
  - iii. a minimum of 2.0% effective April 1, 2024
- 3. For the Provincial Anesthesia Contract, an amount equivalent to the compensation increases that apply to anesthesiologists paid fee-for-service under the 2022 Physician Master Agreement, to take effect on the same schedule as those that apply to anesthesiologists paid fee-for-service under the 2022 Physician Master Agreement.

4. Where there is a dispute between the Government and the Doctors of BC on the interpretation and application of this Memorandum of Agreement, the party raising the dispute may refer the matter to arbitration pursuant to the *Arbitration Act*.

Dated this 1<sup>st</sup> day of April, 2022

Dr. Ramneek Dosanjh President Doctors of BC

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Jim Aikman Interim Chief Executive Officer Doctors of BC

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Dr. Victoria Lee President and CEO Fraser Health Authority

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Kathy MacNeil President and CEO Vancouver Island Health Authority

Cathy Mhin

Cathy Ulrich President and CEO Northern Health Authority

Susan Brown President and CEO Interior Health Authority

Mark Armitage Assistant Deputy Minister Ministry of Health

Dr. David Byres President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

#### **MEMORANDUM OF AGREEMENT**

### PHYSICAL AND PSYCHOLOGICAL HEALTH AND SAFETY

**BETWEEN:** 

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

## FRASER HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY and PROVINCIAL HEALTH SERVICES AUTHORITY

(individually a "Health Authority" and collectively the "Health Authorities")

AND:

#### **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

## Occupational Health & Safety, Psychological and Physical Health & Safety, and Violence Prevention for Physicians Working in Health Authority Facilities

The parties have a shared interest in a coordinated approach to the physical and psychological health and safety of physicians working in Health Authority facilities across the province.

## A. Provincial Level: Working Group for Engagement and Consultation

- 1. The Physician Specific Issues Working Group will continue as the Provincial Physician Health and Safety Working Group ("**PPHSWG**") and will serve as the engagement and consultation forum for health and safety issues at a provincial level.
- 2. The PPHSWG will be composed of:
  - a. three Doctors of BC representatives; and
  - b. three Ministry/Health Authority representatives.
- 3. The PPHSWG may provide advice and recommendations to:
  - a. the Ministry;
  - b. the Provincial Medical Services Executive Council (PMSEC).
  - c. the regional level working groups established under this Memorandum of Agreement.
- 4. The PPHSWG will make recommendations and decisions by consensus.
- 5. The PPHSWG may engage on matters of importance regarding physician health and safety with:
  - a. the Ministry;
  - b. the Health Authorities; and
  - c. Doctors of BC.
- 6. The PPHSWG's administration and work will be guided by a Terms of Reference as amended from time to time.

## B. Regional Level: Working Groups for Regional Matters

- 1. The Health Authorities will each establish a working group to engage on matters of importance regarding regional physician health and safety (each a "**Regional Physician Health and Safety Working Group**").
- 2. Each Regional Physician Health and Safety Working Group will develop a Terms of Reference for the conduct of its work that will include:
  - a. voting membership of one physician member from the Doctors of BC, one senior staff member of Doctors of BC, one Health Authority Medical Affairs representative and one additional senior staff member of the Health Authority;
  - b. meeting frequency with a minimum of four times annually;
  - c. governance and administration of any funding allocation;
  - d. roles and responsibilities, including to:
    - i. identify, review and discuss issues related to health and safety within the region or individual sites;
    - ii. approve of projects and initiatives in alignment with its Terms of Reference;
    - iii. review health and safety policies and procedures and make recommendations to PPHSWG, and the Health Authority;
    - iv. share statistical data and de-identified aggregate data between the Health Authorities and the Doctors of BC; and
    - v. consult and engage with the Health Authority to support the delivery of key information to the department and individual level. Key information may include effective reporting of critical tracking information, policy or process changes and progress on the implementation of elements of the Canadian Standards Association standard regionally and for specific sites;
  - e. reporting obligations; and
  - f. a requirement that recommendations and decisions be made by consensus.

## C. Physician Violence Prevention

1. The work of the Physician Violence Prevention Working Group ("**PVPWG**") will continue, and the focus will shift to implementation and evaluation.

- 2. Health Authorities will provide:
  - a. appropriate violence prevention and response training for individual physicians working in high, medium, and low-risk environments. This training includes an online module for all medical staff, which has been accredited for continuing medical education. The parties will explore the options available to make the online module available to physicians in community settings;
  - b. for physicians in high-risk environments (Emergency/Urgent Care, Psychiatry, Mental Health/Substance Use, Long-term Care, Neurology/Brain Injury, Protection Services, Home Care, members of a Code White Team), additional classroom training compensated at current Sessional Rates; and
  - c. where appropriate, team-based training at a department/group level with entire teams (physicians, nurses etc.) to help those teams better prevent and respond to violent incidents in their environment.

## D. Occupational Health & Safety, Psychological and Physical Health & Safety, and Violence Prevention for Physicians Working in the Community

The parties have a shared interest in supporting physicians working in the community in meeting their obligations regarding occupational health and safety, psychological and physical health and safety, and violence prevention, and in creating and maintaining safe work environments.

- 1. For the purpose of supporting community-based physicians in this regard, the parties agree to fund and support SWITCH BC to undertake project(s) to support these efforts over the term of this Memorandum of Agreement.
- 2. The costs of this support will be paid from the funds set out in Part E., section 1.a. below.
- 3. A Community Physician Health and Safety Oversight Group, consisting of three Ministry representatives and three Doctors of BC staff or physician representatives, will be established in order to provide governance and oversight for the work undertaken by SWITCH BC under this Memorandum of Agreement.

# E. Funding

- 1. The Ministry will provide funding in the amounts outlined below. The PPHSWG will allocate its funding to provincial projects managed by PPHSWG and to each Regional Physician Health and Safety Working Group in accordance with its Terms of Reference. SWITCH BC will allocate its funding in support of community-based physicians and pursuant to direction from the Community Physician Health and Safety Oversight Group.
  - a. Effective April 1, 2022: \$2 million per year.

## F. Resolution of Disagreements

If any of the parties has a concern respecting this Memorandum of Agreement, the parties directly impacted (e.g. Doctors of BC and a Health Authority) will meet to attempt to resolve the issues. If they cannot resolve the issues, the matter will be resolved in the same manner as set out in Article 22.1 of the 2022 Physician Master Agreement for resolution of Provincial Disputes.

## G. Termination

This Memorandum of Agreement shall have the same term as, and shall terminate concurrent with any termination of the 2022 Physician Master Agreement.

Dated this 1<sup>st</sup> day of April, 2022

Dr. Ramneek Dosanjh President Doctors of BC

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Jim Aikman Interim Chief Executive Officer Doctors of BC

H.

Dr. Victoria Lee President and CEO Fraser Health Authority

Kanupchil

Kathy MacNeil President and CEO Vancouver Island Health Authority

Cathy Much

Cathy Ulrich President and CEO Northern Health Authority

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Mark Armitage Assistant Deputy Minister Ministry of Health

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Susan Brown President and CEO Interior Health Authority

Dr. Dayla Byres President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

#### **MEMORANDUM OF AGREEMENT**

### PHYSICIAN ADMINISTRATIVE BURDENS

**BETWEEN:** 

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

## FRASER HEALTH AUTHORITY, INTERIOR **MEALTH** AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY and PROVINCIAL HEALTH SERVICES AUTHORITY

(individually a "Health Authority" and collectively the "Health Authorities")

AND:

## **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "**party**" and collectively the "**parties**")

# PHYSICIAN ADMINISTRATIVE BURDENS

The Ministry, Doctors of BC, and the Health Authorities are committed to working together to review current physician administrative requirements in an effort to reduce administrative burden and maximize physician resources to support public policy health objectives, including supporting access and quality of care.

It is the mutual interest and desire of the parties to establish a collaborative working group structure to identify physician burdens, review, problem-solve, and develop recommendations to reduce or eliminate physician administrative burdens.

## Administrative Burdens Working Group

The Administrative Burdens Working Group ("**ABWG**") is established with three representatives of Doctors of BC and three representatives of the Ministry/Health Authorities. Each party will ensure that at least one of its three representatives is a senior staff member.

A Terms of Reference will be developed and maintained by the ABWG following the execution of the 2022 Physician Master Agreement. Decisions of the ABWG are by consensus. The ABWG reports to the Physicians Services Committee. The BC Patient Safety and Quality Council will provide secretariat and project team support for the ABWG. This support will include stakeholder engagement, analysis of identified burdens and working with the parties to assess the feasibility and impact of recommendations, among other functions necessary for the work of the ABWG. Unless otherwise agreed by the majority of representatives of the ABWG, the ABWG will meet once per calendar month.

## Scope of Work

Focus will be on the most significant burdens that the Ministry of Health, Health Authorities, Doctors of BC, and physicians are able to influence. The scope of the subject areas to be addressed are limited to burdens that are created by, or within the control of the Ministry of Health, Health Authorities, Doctors of BC, and physicians. Generally, requirements around the creation of a patient record are out of scope. No recommended change will reduce quality of care for patients.

## **Phased Approach**

The parties intend a phased approach to this work to allow the parties to assess progress and renew their commitment to continue their collaborative work. The collaboration will begin with a one-year pilot phase. The first meeting of the ABWG will occur within 60 days of the execution of the 2022 Physician Master Agreement.

## **Pilot Phase**

The objectives during the one-year pilot phase are as follows:

- 1. To analyze the specified forms/processes that create physician administrative burdens and identify alternatives that will achieve the intended purpose with reduced physician burden.
- 2. To develop joint recommendations from the parties to the organization(s) or individuals that have control of the form or process.
- 3. To present the joint recommendations to the Ministry of Health (Leadership Council) and the Doctors of BC Board of Directors for endorsement or feedback.
- 4. To develop shared expertise and capacity for future application.

The ABWG will complete a review of the following specified forms/processes listed below during the one-year pilot phase:

- 1. Special Authority Forms.
- 2. Consider whether Health Authorities may take on the responsibility to contact patients, provide the necessary information and finalize their appointments for services in Health Authority managed programs where physicians currently manage these processes. As part of this review, the ABWG will prioritize the following Health Authority programs:
  - Fraser Health Imaging (across all sites);
  - BC Women's Hospital Ambulatory Clinic Referrals, Diagnostic Imaging;
  - St. Paul's Hospital Echo Lab and Imaging; and
  - Lions Gate Hospital Imaging.
- 3. BC Cancer forms and processes. The ABWG will identify specific forms and processes for this review.

The ABWG will be guided by the following work processes during the one-year pilot phase:

- 1. The ABWG will request source representative(s) with the appropriate authority/expertise/influence to participate directly in problem-solving.
- 2. The ABWG may create sub-groups to guide, investigate and make recommendations to the ABWG on the specified forms/processes, or on topics directed by the ABWG.
- 3. The ABWG will review and problem-solve each of the specified forms/processes by:
  - Conducting a collaborative review within one year;
  - Providing an opportunity for all parties to raise interests and concerns;

- Identifying the purpose for the form or process, and the extent to which it supports quality patient care;
- Identifying alternative options to achieve the intended purpose; and
- Developing an assessment of required cost/effort of improvement.
- 4. The ABWG will endeavour to develop recommendations to reduce or eliminate the physician burden by consensus.
- 5. The parties agree to provide relevant and available information and data necessary to effect the objectives of the Memorandum of Agreement.
- 6. Where the source is undertaking process improvement efforts that may relate to the same forms/processes, then the work of the ABWG will be intended as a complement to those efforts, and that the ABWG will not ask that those efforts be discontinued.
- 7. The ABWG will seek feedback and endorsement from Leadership Council and the Board of Directors of Doctors of BC.
- 8. Once a recommendation is endorsed:
  - a. if the source of the form/process is the Ministry of Health or a Health Authority, the Ministry will communicate non-binding recommendations to the source;
  - b. if the source of the form/process is physicians, the Ministry and the Doctors of BC will jointly communicate non-binding recommendations to the source.

## **Evaluation/Continued Collaboration**

Following the completion of the pilot phase, and the review of each of the specified forms/processes outlined above, the parties will evaluate the collaboration with the view to continue, or update the objectives and process. Any changes will be upon mutual agreement of the parties. The evaluation will occur after the first year, and annually, as needed, after that.

## Funding

- Effective April 1, 2022: \$400,000 per year.
- Effective April 1, 2023: \$700,000 per year.

Through the Physician Services Committee, additional funding may be allocated from Joint Clinical Committee funds. Costs related to secretariat support, ABWG sub-groups and physician expenses for participating in the ABWG are paid out of this Memorandum of Agreement.

### **Resolution of Disagreements**

If any of the parties has a concern respecting this Memorandum of Agreement, the parties directly impacted (e.g. Doctors of BC and a Health Authority) will meet to attempt to resolve the issues. If they cannot resolve the issues, the CEO of the Doctors of BC, the Deputy Minister of Health and/or the Health Authority CEOs will meet to attempt to resolve the issues. Failing resolution, there are no further steps under the Memorandum to address such concerns.

## **Termination**

This Memorandum of Agreement shall terminate effective March 31, 2025, if either party provides notice, by no later than January 31, 2025, to terminate it. If no such notice is provided, it will have the same term as, and will terminate concurrent with any termination of the 2022 Physician Master Agreement.

Dated this 1<sup>st</sup> day of April, 2022

Dr. Ramneek Dosanjh President Doctors of BC

. R. bit

Jim Aikman Interim Chief Executive Officer Doctors of BC

Dr. Victoria Lee President and CEO Fraser Health Authority

Kanundhil

Kathy MacNeil President and CEO Vancouver Island Health Authority

Mark Armitage Assistant Deputy Minister Ministry of Health

Cathy Mhin

Cathy Ulrich President and CEO Northern Health Authority

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Susan Brown President and CEO Interior Health Authority

Dr. David Byres

President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

#### MEMORANDUM OF AGREEMENT

## DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES AND ELIMINATING INDIGENOUS-SPECIFIC RACISM AND DISCRIMINATION IN HEALTH CARE

#### **BETWEEN:**

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

## FRASER HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY, PROVINCIAL HEALTH SERVICES AUTHORITY AND PROVIDENCE HEALTH CARE

(the "Agencies")

AND:

### ASSOCIATION OF DOCTORS OF BC

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

#### Declaration

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples in BC's health system, as highlighted in the 2020 *In Plain Sight* report.

The parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been brought into the laws of British Columbia under the Declaration on the Rights of Indigenous Peoples Act, SBC 2019, c 44.

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients and by health care staff and providers, including by:

• committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Cultural Safety through Cultural Humility and Indigenous-Specific Anti-Racism (ISAR);

- actively addressing opportunities and rectifying barriers in the Physician Master Agreement;
- increasing the representation of Indigenous physicians/other healthcare providers/workers in the healthcare workforce.

## **Provincial Forum**

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

To date, and in furtherance of recommendation no. 19 of the *In Plain Sight* report, the Ministry has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry, that will include representatives from Health Employers Association of BC ("**HEABC**"), Vice Presidents (VPs) of Indigenous Health and other leaders from Agencies, representatives of other HEABC members, health sector bargaining associations and the Doctors of BC to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining and Physician Master Agreement negotiations (the "**Forum**"). The Ministry may also invite representatives from other relevant groups identified by the Ministry, including Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

The Ministry will establish the Forum and present the Terms of Reference that will set out the purpose:

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members, unions and Doctors of BC to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;
- to discuss ways to leverage resources being developed by NCCIH and the Ministry, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, physicians and other health care providers, which may include developing recommendations for changes to Collective Agreement or Master Agreement language in the next round of collective bargaining and negotiations;

- to provide an opportunity for the Ministry to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry shall hold the Forum quarterly, or more frequently as deemed necessary.

## Physician Specific Provincial Committee on ISAR and Cultural Safety.

- 1. In recognition of:
  - a. the unique and important role physicians play in the healthcare system;
  - b. the nature of many physicians' relationships with the healthcare systems as independent contractors (some of whom have no relationship with the Agencies); and
  - c. the opportunity for collaborative work through existing Physician Master Agreement Joint Committee structures, and also the need to ensure that the work of the Joint Committees with respect to ISAR and Cultural Safety and Humility is aligned;

the parties agree to establish a new physician specific provincial ISAR and Cultural Safety committee (the "**Committee**").

- 2. The Committee will be composed of eight members, four of whom will be appointed by the government and four of whom will be appointed by the Doctors of BC, or such greater, equal number of members as agreed to by the Government and Doctors of BC. The members appointed by the Government will consist of at least one representative from the VPs of Indigenous Health, one representative from the Office of Indigenous Health and Reconciliation, one representative from Health Authority/PHC Medical Affairs and one representative from First Nations Health Authority.
- 3. The Committee will:
  - a. provide a provincial forum to consult on physician-specific issues related to Indigenous-specific racism and Cultural Safety and Humility. For example, ongoing or developing organizational initiatives, such as implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

- b. provide advice and recommendations to the Physician Services Committee (PSC) and the Provincial Medical Services Executive Council, on matters related to Indigenous-specific racism, Cultural Safety and Humility and supporting improvements in the care experiences for Indigenous peoples in advance and in support of the PSC engaging with the Joint Committees in the process set out at section 6.3(a) of the Physician Master Agreement.
- c. consider measures to address the under-representation of Indigenous physicians.
- 4. The Committee may engage on matters of importance regarding ISAR and cultural safety including policies, processes and Medical Staff Rule changes related to ISAR or cultural safety activities.
- 5. The Terms of Reference for the committee would include requirements that decisions regarding recommendations are made by consensus and that the parties share relevant information to conduct its work.
- 6. The Committee and its operations will be funded through the Joint Clinical Committees as determined by the PSC.
- 7. The Committee will meet a minimum of four times per year and will be co-chaired by a member chosen by the Government members and a member chosen by the Doctors of BC members. Either co-chair may call additional meetings. Any such additional meetings must take place within two weeks of the call, unless otherwise agreed.

Dated this 1<sup>st</sup> day of April, 2022

Dr. Ramneek Dosanjh President Doctors of BC

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Dr. Victoria Lee President and CEO Fraser Health Authority

Mark Armitage Assistant Deputy Minister Ministry of Health

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Kathy MacNeil President and CEO Vancouver Island Health Authority

Cathy Aluch

Cathy Ulrich President and CEO Northern Health Authority

Susan Brown President and CEO Interior Health Authority

Dr David Byres President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

Fiona Dalton President and CEO Providence Health Care

#### **MEMORANDUM OF UNDERSTANDING**

#### **COLLABORATIVE GENDER-BASED FEE REVIEW**

#### **BETWEEN:**

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

#### ASSOCIATION OF DOCTORS OF BC

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

#### **Collaborative Gender Based Fee Review**

The Government of British Columbia (the "Government") has issued policy direction to ensure that a Gender-Based Analysis Plus (GBA+) lens will inform all stages of the policy-making process.

A component of the Government's Gender Equity work is to expand access to health care for British Columbians, including for women and gender diverse patients.

The Government has an interest in exploring and potentially addressing whether services designed and provided for women and gender diverse patients are compensated at lower rates than similar services designed and provided for men.

Doctors of BC and various Physician Sections are also undertaking similar explorations.

#### Joint Collaborative Working Group

Government and Doctors of BC agree to establish a joint collaborative working group (the "Working Group").

1. The Working Group will develop principles and a methodology to assess whether genderbased inequities in fees for services exist.

- 2. The Working Group will focus on:
  - a. inequities in fees for services provided to patients who are women or gender diverse relative to those provided to patients who are men; and
  - b. inequities in fees for services provided predominately by physicians who are women relative to those provided predominately by physicians who are men.
- 3. The Working Group will look at a number of different ways to assess whether genderbased inequities in fees for services exist, including the relative fee prices, or the impact on the practice patterns of physicians providing the service. Reasonable efforts will be made to appropriately account or control for other variables.
- 4. The Working Group will determine the scope of the initial review i.e. which fees or sections of the Payment Schedule to review first (the "**Initial Review**"). For example, the Working Group may agree to start with a review of the most commonly used fee items.
- 5. The Working Group will use principles and methodology to undertake the Initial Review.
- 6. The Initial Review will allow the parties to assess the nature and scale of any gender-based fee inequities, as well as to refine the process and methodology for further assessment.
- 7. Results of the Initial Review may be shared with appropriate Sections.
- 8. The Working Group's timeline to complete the Initial Review will be 1 to 2 years.
- 9. For clarity, it is not the parties' intention that these timelines would block any genderanalysis-informed micro-allocation proposals that come forward before the Working Group completes the Initial Review.
- 10. Results of the Initial Review may be shared with the appropriate Physician Sections.

## **Resolution of Disagreements**

11. If either party has a concern respecting this Memorandum of Understanding, that party may refer the matter to the Physician Services Committee for resolution. Failing resolution, there are no further steps under the Physician Master Agreement to address the concern.

# Termination

12. This Memorandum of Understanding shall have the same term as, and shall terminate concurrent with, any termination of the 2022 Physician Master Agreement.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Understanding by or in the presence of their respective duly authorized signatories as of the 1<sup>st</sup> day of April, 2022

SIGNED, SEALED & DELIVERED on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Minister of Health or their duly authorized representative:	) ) ) ) Signature of Authorized Signatory	
Mark Amitage Name	) ) ) )	
ADM, HSWBS, MoH Position	) ) )	
THE CORPORATE SEAL of the ASSOCIATION OF DOCTORS OF BC was hereunto affixed in the presence of: Signature of Authorized Signatory	OF DOGUL	
Dr Ramneek Dosanjh Name <u>President of Doctors of Bc</u> Position		



#### **MEMORANDUM OF UNDERSTANDING**

#### **COMPENSATION MODEL CONSULTATION**

#### **BETWEEN:**

# HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

#### **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

#### Agreement to Discuss

 The parties agree to work together on the development of new compensation models and their application through specific physician services template contracts ("New Compensation Models") that reflect the needs and interests of government, physicians and patients. Within this context, the Ministry commits to engage in discussions with Doctors of BC through the process outlined in this Memorandum of Understanding if it intends to develop a New Compensation Model for widespread implementation immediately or over time. The Ministry makes no commitments to use the process outlined in this Memorandum of Understanding to renew or alter any existing contracts.

#### **Discussion Process**

2. Either party may initiate a request for discussion on the development of New Compensation Models. The party requesting a discussion on a New Compensation Model must, in its request:

- a) identify to the other party the clinical environment for the application of the proposed New Compensation Model; and
- b) provide to the other party a high-level outline of the New Compensation Model to be applied.
- 3. Subject to paragraph 4, the parties will meet to discuss the proposed New Compensation Model and its application within thirty (30) days of either party receiving a request for discussion from the other in accordance with paragraph 2. Prior to meeting, each party will identify and communicate to the other those representatives that will carry out the discussions on its behalf in accordance with the following:
  - a) The Ministry's team will include representatives from the Ministry and applicable Health Authorities with relevant expertise and responsibility;
  - b) The Doctors of BC team will include physicians who work in the clinical environment to which the New Compensation Model will apply.
- 4. Meeting within thirty (30) days in accordance with paragraph 3 is conditional upon Doctors of BC's ability to identify, based on internal governance processes, appropriate physician representatives within that timeframe.
- 5. Each party will make a good faith effort to conclude an agreement on the New Compensation Model within ninety (90) days following receipt of the request for discussions, and this will include, without limitation, meeting as promptly and frequently after the first meeting as is practicable.
- 6. On the expiry of ninety (90) days following receipt of the request for discussions, the discussion process will be considered concluded unless the parties agree otherwise.

## **Principles**

- 7. The parties agree that the following principles will govern the parties' discussions and developments of New Compensation Models under this Memorandum of Understanding:
  - a) New Compensation Models are intended to present attractive options to physicians and meet the Ministry's objectives;
  - b) The parties will share in a timely fashion relevant information to assist in the costing and evaluation of New Compensation Models;
  - c) Any New Compensation Model developed by the parties will be tested by offering them to physicians to determine their effectiveness in practice;

- d) The parties will work together to seek out and enlist physicians to test any New Compensation Model based on contractual terms to be agreed to by the parties; and
- e) The income of enlisted physicians over the "test" period will be protected, and those physicians will have the option to return to their previous payment arrangement at their discretion in accordance with the terms of their "test" contract or following conclusion of the "test" period.

#### **Physician Costs**

The cost of physician representatives participating in these discussions will be borne by the relevant Joint Clinical Committee.

### **Resolution of Disagreements**

If either party has a concern respecting this Memorandum of Understanding, that party may refer the matter to the Physician Services Committee for resolution. Failing resolution, there are no further steps under the 2022 Physician Master Agreement to address the concern.

### **Termination**

This Memorandum shall have the same term as, and shall terminate concurrent with any termination of the 2022 Physician Master Agreement.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Understanding by or in the presence of their respective duly authorized signatories as of the 1<sup>st</sup> day of April, 2022.

SIGNED, SEALED & DELIVERED on behalf of HIS MAJESTY THE KING IN **RIGHT OF THE PROVINCE OF** BRITISH COLUMBIA, by the Minister of Health or their duly authorized representative: Signature of Authorized Signatory Name HSWBS MO Position THE CORPORATE SEAL of the ASSOCIATION OF DOCTORS OF BC was hereunto affixed in the presence of: Signature of Authorized Signatory Ramneek De. Name President of Doctors Position )



#### MEMORANDUM OF UNDERSTANDING

#### **INTRODUCTION OF EHRs IN HEALTH AUTHORITY FACILITIES**

**BETWEEN:** 

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

## FRASER HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY and PROVINCIAL HEALTH SERVICES AUTHORITY

(individually a "Health Authority" and collectively the "Health Authorities")

AND:

#### **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

## **Engagement and Communication**

- 1. Health Authorities will actively engage with physicians before and throughout EHR implementation by seeking physicians' feedback and input into planning, design and implementation processes. This includes:
  - a) meeting and working with Medical Staff Associations ("MSAs"), on a regional, sub-regional, or site level, on the development of any engagement, implementation or communication plans prior to implementation; and
  - b) ongoing communication with MSAs throughout implementation.
- 2. Health Authorities' EHR implementation plans will:
  - a) ensure that clear processes are established and outlined for physicians to identify and report issues, questions and problems;
  - b) outline anticipated timelines and schedules for site(s) in the region;
  - c) outline where questions, suggestions or issues should be directed;
  - d) ensure physicians receive support should more significant problems arise; and
  - e) consider successful strategies and best practices proven at sites with successful EHR implementation.
- 3. Health Authorities will create a comprehensive communication plan that reaches the entire medical staff, including the departmental and individual levels at each site.
- 4. Where invited by MSA representatives, Doctors of BC representatives will be permitted to participate at both the regional and site level in Health Authority and MSA discussions outlined above. This includes Doctors of BC staff including Regional Advisors and Advocates who serve as Doctors of BC representatives and Engagement Partners who support communication between the medical staff and Health Authorities.
- 5. EHR engagement between MSA representatives and Health Authorities will be supported by the Specialist Services Committee and the Facility Engagement process and funding, to the exclusion of funding for required EHR training, which remains the responsibility of each Health Authority. This does not preclude MSAs from using Facility Engagement funding for activities related to the training.

### Measurement

- 6. Health Authorities will:
  - a) measure the impact of EHR introduction;
  - b) engage with local or regional MSA representatives on what is measured and the approach to measurement; and
  - c) share and review the results of any relevant measurements before and after implementation of the EHR system with local or regional MSA representatives.

## **Resolution of Disagreements**

- 7. If any of the parties have a concern respecting this Memorandum, the parties directly impacted (e.g. Doctors of BC and a Health Authority) will meet to attempt to resolve the issues.
- 8. If as a result of the meeting referred to in section 7, the parties were unable to resolve the issue(s), the Health Authority or Director, Physician Advocacy Doctors of BC may trigger an further meeting (the "Issue Resolution Meeting").
- 9. The Issue Resolution Meeting will include senior Medical Affairs and/or Information Technology representatives from the Health Authority, MSA representative(s) and a member of Doctors of BC senior staff. The focus of this meeting will be to raise, discuss, and attempt to resolve issues.
- 10. If the Issue Resolution Meeting does not result in resolution of the issue(s) within 45 days of the meeting, or any longer period agreed to by the parties, either party may within a further 30 days, refer the matter to be resolved in the same manner as set out in Article 22.1 of the 2022 Physician Master Agreement for resolution of Provincial Disputes.

## **Termination**

11. This Memorandum shall have the same term as, and shall terminate concurrent with any termination of the 2022 Physician Master Agreement.

Dated this 1st day of April, 2022

Dr. Ramneek Dosanjh President Doctors of BC

F.R. W.L

Jim Aikman Interim Chief Executive Officer Doctors of BC

h.H.

Dr. Victoria Lee President and CEO Fraser Health Authority

Kanupchil

Kathy MacNeil President and CEO Vancouver Island Health Authority

Cathy Aluch

Cathy Ulrich President and CEO Northern Health Authority

Susan Brown President and CEO Interior Health Authority

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Mark Armitage Assistant Deputy Minister Ministry of Health

Dr. David Byres President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

#### MEMORANDUM OF UNDERSTANDING

#### **PROVINCIAL ENGAGEMENT**

#### **BETWEEN:**

# HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

## FRASER HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY and PROVINCIAL HEALTH SERVICES AUTHORITY

(individually a "Health Authority" and collectively the "Health Authorities")

#### AND:

### **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

## **Public Sector Governance and Accountability**

The Ministry and Health Authorities have taken important steps to strengthen governance and accountability in the health system in British Columbia, including:

- Developing principles to strengthen accountability, promote cost control and ensure public sector entities operate in the best interests of taxpayers.
- Regularly setting out government's strategic priorities for the health system as part of Ministry annual Service Plans

There is an ongoing desire to strengthen and clarify relationships, both across the public sector and within the health sector, in order to promote strategic collaboration and ensure public funds are spent in a responsible manner.

## Strengthening the Relationship with Physicians

Within this context, the Ministry and Health Authorities are committed to and mutually accountable for strengthening and clarifying their relationship with physicians at provincial, regional and local levels. At the provincial level, this will be carried out through constructive engagement and dialogue between senior executives of the Ministry, Health Authorities and the Doctors of BC, primarily through a number of key individual points of contact as well as the senior decision making committees of the Ministry, Health Authorities and Doctors of BC. Constructive engagement and dialogue between the parties is intended to:

- Enable effective alignment of strategic planning on issues significantly affecting physicians;
- Enable strategic level discussions on major issues/policies affecting the parties;
- Support the development of effective relationships at senior decision making levels; and,
- Support the improvement of engagement and consultation and mutual accountability between physicians and Health Authorities at Regional and Local levels throughout the province.

The following are the key interactive contacts for the parties:

# a) President Doctors of BC – Minister of Health

On an annual basis, prior to the finalization of the Ministry's annual Service Plan, the Minister and the Deputy Minister of Health and the President and the CEO of Doctors of BC will hold a meeting to share and discuss their strategic priorities for the upcoming year.

### b) Doctors of BC Executive Committee – Leadership Council

- The President and the CEO of the Doctors of BC will be invited to make an annual presentation to the Leadership Council on the strategic plan and priorities of Doctors of BC for the year;
- Doctors of BC will be invited to add agenda items for consideration by Leadership Council on a quarterly basis, or on an ad hoc basis as determined appropriate by the Chair of Leadership Council;
- (iii) Leadership Council will be invited to make an annual presentation on health system priorities for the year to the Executive Committee of Doctors of BC;
- (iv) Leadership Council will be invited to add agenda items for consideration by the Executive Committee of Doctors of BC on a quarterly basis, or on an ad hoc basis as determined appropriate by the CEO of Doctors of BC; and,
- (v) Doctors of BC will be invited to participate in initiatives of the Leadership Council Standing Committees as determined appropriate by Leadership Council and/or the Chairs of the Standing Committees.

# c) Doctors of BC Executive Committee – Provincial Medical Services Executive Council

- (i) The President and the CEO of the Doctors of BC will be invited to make an annual presentation to the Physician Medical Services Executive Council (PMSEC) on the strategic plan and priorities of Doctors of BC for the year;
- Doctors of BC will be invited to add agenda items for consideration by PMSEC on a quarterly basis, or on an ad hoc basis as determined appropriate by the Co-Chairs of the Committee;
- (iii) PMSEC will be invited to make an annual presentation on its strategic plan and/or priorities for the year to the Executive Committee of Doctors of BC;
- (iv) PMSEC will be invited to add agenda items for consideration by the Executive Committee of Doctors of BC on a quarterly basis, or on an ad hoc basis as determined appropriate by the CEO of Doctors of BC.

- d) Doctors of BC Executive Director of Communications and Public Engagement Ministry and Health Authority Communications Directors
- e) Doctors of BC Executive Director(s) responsible for Joint Clinical Committees Ministry and Health Authority Senior Staff Responsible for Joint Committees
- f) Doctors of BC's Departments of Engagement and Quality Improvement, and Economics, Advocacy and Negotiation – Health Authority Medical Affairs
  - (i) Senior representatives from Doctors of BC's Departments of Engagement and Quality Improvement, and Economics, Advocacy and Negotiation will meet with senior representatives of Medical Affairs from each Health Authority at least once per year to outline key priorities and opportunities for collaboration or consultation. Guests can be included as needed and as invited by Doctors of BC and Health Authorities to assist in discussions or to provide advice or resources where appropriate.
  - (ii) The parties will meet at a location that is convenient to Health Authority representatives.
  - (iii) The parties will exchange their agenda and a list of attendees a minimum of thirty(30) days in advance of the meeting.

The parties mutually share the goal of providing excellent health care to British Columbians. To that end they will work collaboratively to implement and continue the process outlined in this Memorandum.

It is an expectation of the parties that they will also pursue other avenues of constructive engagement and dialogue or undertake communication on other matters including:

- (i) Provincial Programs/Provincial Policy Changes;
- (ii) Regional Programs/Regional Policy Changes; and
- (iii) Issues management.

The parties recognize that the Doctors of BC's Departments of Engagement and Quality Improvement, and Economics, Advocacy and Negotiation have a key role in such engagement and dialogue.

### Separate Agreement

This Memorandum is a separate and distinct agreement and its construction is not to be influenced or affected by the provisions of the Physician Master Agreement ("**PMA**"). The provisions of the PMA do not apply to this Memorandum. For greater certainty, and without limiting the generality of the foregoing, the following provisions of the PMA have no application: (i) Articles 20 through 23; and (ii) Articles 26 and 27. In the event of a conflict between the terms of this Memorandum and that of the PMA, the PMA terms will take precedent.

## **Resolution of Disagreements**

If any of the parties has a concern respecting this Memorandum, the CEO of Doctors of BC, the Deputy Minister of Health and/or the Health Authority CEOs will meet to attempt to resolve these issues. Failing resolution, there are no further steps under this Memorandum to address such concerns.

## Termination

This Memorandum shall have the same term as, and shall terminate concurrent with any termination of the 2022 Physician Master Agreement.

Dated this 1<sup>st</sup> day of April, 2022

Dr. Ramneek Dosanjh President Doctors of BC

Jim Aikman Interim Chief Executive Officer Doctors of BC

Dr. Victoria Lee President and CEO Fraser Health Authority

Mark Armitage Assistant Deputy Minister Ministry of Health

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Kathy MacNeil President and CEO Vancouver Island Health Authority

Cathy Alert

Cathy Ulrich President and CEO Northern Health Authority

Susan Brown President and CEO Interior Health Authority

Dr. David Byres

Dr. David Byres President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

#### MEMORANDUM OF UNDERSTANDING

#### **2022 REGIONAL AND LOCAL ENGAGEMENT**

#### **BETWEEN:**

# HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

## FRASER HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY, VANCOUVER COASTAL HEALTH AUTHORITY, NORTHERN HEALTH AUTHORITY and PROVINCIAL HEALTH SERVICES AUTHORITY

(individually a "Health Authority" and collectively the "Health Authorities")

AND:

#### **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

## **Public Sector Governance and Accountability**

The Ministry and Health Authorities have taken important steps to strengthen governance and accountability in the health system in British Columbia, including:

- Developing principles to strengthen accountability, promote cost control and ensure public sector entities operate in the best interests of taxpayers.
- Regularly setting out government's strategic priorities for the health system as part of Ministry annual Service Plans

There is an ongoing desire to strengthen and clarify relationships, both across the public sector and within the health sector, in order to promote strategic collaboration and ensure public funds are spent in a responsible manner.

## Strengthening the Relationship with Physicians

Within this context, the Ministry and Health Authorities are committed to and mutually accountable for clarifying and strengthening their relationship with physicians at provincial, regional and local levels.

At the provincial level, the parties have agreed to continue a Memorandum of Understanding with the aim of improving engagement and dialogue between senior executives of the Ministry, Health Authorities, and the Doctors of BC through a number of key points of contact and senior level committees.

At the regional and local levels, Health Authorities are working to establish and improve relationships with community-based family practice physicians through Divisions of Family Practice and Collaborative Services Committees.

With respect to physicians who have privileges to practice in Health Authority facilities and programs, the *Hospital Act, Hospital Act Regulation* and respective Health Authority medical staff rules and bylaws set out the framework for the governance of medical staff and the relationship between Health Authorities and physicians. Within this governance framework, Health Authorities will take the following actions to strengthen relationships with physicians practicing in their facilities and programs:

- a. Support the improvement of medical staff engagement within Health Authorities through local medical staff association structures, so that medical staff:
  - i. views are more effectively represented;
  - ii. contribute to the development and achievement of Health Authority plans and initiatives, with respect to matters directly affecting physicians;
  - iii. prioritize issues significantly affecting physicians and patient care; and,

- iv. have meaningful interactions with Health Authority leaders, including physicians in formal Health Authority medical leadership roles.
- b. Improve processes locally within Health Authority programs and facilities as well as provide physicians with appropriate information to allow for more effective engagement and consultation between physicians and Health Authority operational leaders.
- c. Support physicians to acquire, with continued or expanded Joint Clinical Committee funding support, the leadership and other skills required to participate effectively in discussions regarding issues and matters directly affecting physicians and their role in the health care system.

The parties commit that the Ministry's Health Sector Workforce Division and Doctors of BC Departments of Engagement and Quality Improvement, and Economics, Advocacy and Negotiation will play a key role in continuing to support both the Health Authorities and physicians in successfully implementing this Memorandum.

Health Authorities and physicians are mutually accountable for the quality of their relationship with the goal of providing high quality health care services. The actions to be taken by Health Authorities set out in this Memorandum will continue to be incorporated into the Ministry's accountability letters to Health Authority Boards and Executives, and will continue to be subject to ongoing monitoring and reporting for the period of this agreement. Further, the quality of engagement and consultation and mutual accountability of the parties will be the subject of ongoing dialogue at a senior level through the various points of interface identified in the Memorandum of Understanding on Provincial Engagement.

# **Regional and Local Engagement Initiative**

- 1. The Specialist Services Committee (SSC) will be responsible for developing payment and other financial support mechanisms, in line with the *Joint Clinical Committee Administration Agreement*, to enable facility-based Specialists, Family Physicians and Physicians paid under Alternative Payment Arrangements to participate in this engagement process, including:
  - a. the hiring of Engagement Partners, per the terms of the Joint Clinical Committee Administrative Agreement, to support physicians, working in consultation with Health Authorities to improve local medical staff association structures, and thereafter to provide support to physicians as required to ensure effective participation of physicians in these structures.
    - i. Engagement Partners will not function as representatives in the relationship between Health Authorities and physicians.

- b. providing funding to qualified local medical staff association structures, for the purpose of facilitating effective engagement and consultation between physicians and Health Authority leaders.
- c. support for EHR engagement, to the exclusion of funding for required EHR training, which remains the responsibility of each Health Authority.
- 2. The appropriate Joint Clinical Committee will provide funding to support facility-based Specialists, Family Physicians and Alternative Paid Physicians developing leadership and other skills necessary for effective, collaborative working relationships with health care managers, administrators and other health care workers.
- 3. In order to qualify for funding under paragraph one above, local medical staff association structures, must:
  - a. demonstrate a capacity for accepting and managing funding and reporting on expenditures;
  - b. demonstrate a composition, governance and decision making structure that can effectively represent its members' interests; and
  - c. work closely with the Health Authority on the development of the representative structure(s) to facilitate effective interaction with Health Authority operational leaders.
- 4. At the discretion of the local medical staff association structures the annual funding provided is to be used exclusively for the following purposes:
  - a. governance/administration costs of the local medical staff association structures;
  - b. compensation of physicians for their time in participating in internal meetings and in meetings with Health Authority/facility representatives in relation to this specific SSC engagement initiative; and
  - c. other costs contributing to the objectives of this Memorandum, including for activities related to EHR medical staff engagement.
- 5. The annual funding may not be used for the following purposes:
  - a. advertising with the exception of physician recruitment ads;
  - b. compensation for clinical services;
  - c. purchase of real estate and vehicles;
  - d. purchase of clinical equipment;

- e. donations to charities or political parties; and
- f. meeting attendance that is presently required as part of maintaining privileges.
- 6. The above funding criteria may be amended and additional funding criteria may be established by the SSC in consultation with Health Authorities through the Leadership Council. The SSC may take into consideration the availability of funding, the size of local medical staff association structures and other criteria that the parties consider relevant.
- 7. Funding to support the Regional and Local Engagement Initiative will be as per the renewed Physician Master Agreement.

## Consultation

Health Authorities will commit to consult and engage with medical staff on regional and local issues including the following:

- a. Issues of importance to the medical staff;
- b. Health Authority decisions on planning, budgeting and resource allocation directly affecting the medical staff;
- c. Significant decisions affecting physicians and the delivery of physician services;
- d. The working environment for physicians, including the physical and psychological safety of physicians working in Health Authority facilities;
- e. Matters referred by the Board of Directors, CEO or Medical Advisory Committee;
- f. Medical Staff Bylaws and Rules;
- g. Ensuring professional and collegial communications with health administrators, other physicians and members of the inter-professional health care team;
- h. Quality and cost improvement opportunities;
- i. Physician access to processes and resources that provide timely feedback on variations and the level of quality of clinical care in a way that will help to optimize patient outcomes;
- j. Quality improvement projects, including quality assurance projects, identified by the Health Authority, Local Medical Structure, Joint Clinical Committees, Physician Quality Assurance Steering Committee, BC Patient Safety and Quality Council or other;
- k. A culture that supports appropriate and constructive physician advocacy for both patients and changes to the health care system; and

1. The implementation of new provincial initiatives that require service delivery planning and resource allocation that directly impact the medical staff.

## **Roles and Responsibilities**

Nothing in this Memorandum limits the authority of the Ministry or Health Authorities to make decisions with respect to any matters within their purview.

Nothing in this Memorandum limits the responsibilities of medical staff, Health Authority medical leadership and administration arising from Health Authority bylaws and rules.

Nothing in this Memorandum limits the representation rights of the Doctors of BC as provided for in the Physician Master Agreement.

## Separate Agreement

This Memorandum is a separate and distinct agreement, and its construction is not to be influenced or affected by the provisions of the Physician Master Agreement (PMA), except as provided in this Memorandum. This Memorandum does not apply to any issues of physician compensation addressed in the PMA. The general provisions of the PMA do not apply to this Memorandum. For greater certainty, and without limiting the generality of the foregoing, the following provisions of the PMA have no application: (i) Articles 20 through 23; and (ii) Articles 26 and 27.

## **Resolution of Disagreements**

If any of the parties has a concern respecting this Memorandum, the CEO of the Doctors of BC, the Deputy Minister of Health and/or the Health Authority CEO(s) will meet to attempt to resolve these issues. Failing resolution, there are no further steps under this Memorandum to address such concerns.

# Termination

This Memorandum shall have the same term as, and shall terminate concurrent with any termination of the 2022 Physician Master Agreement, subject to the following:

- a. The Doctors of BC will survey facility-based physicians to measure engagement under this Memorandum between January 1, 2024 and June 30, 2024.
- b. The Doctors of BC, the Ministry and the Health Authorities will meet between July 1, 2024 and December 31, 2024 to discuss the results of the Doctors of BC survey and any

other issues related to engagement and the operation of this Memorandum. The parties may agree on amendments to this Memorandum.

c. If the parties are not able to agree on amendments to this Memorandum, if any, either the Doctors of BC or the Ministry and the Health Authorities, through Leadership Council may give notice to the other parties on or after January 1, 2025 of the termination of this Memorandum, in which case this Memorandum will terminate on March 31, 2025.

Dated this 1<sup>st</sup> day of April, 2022

Dr. Ramneek Bosanjh President Doctors of BC

R. h.

Jim Aikman Interim Chief Executive Officer Doctors of BC

Dr. Victoria Lee President and CEO Fraser Health Authority

Kanunchil

Kathy MacNeil President and CEO Vancouver Island Health Authority

Cathy Aluch

Cathy Ulrich President and CEO Northern Health Authority

Mark Armitage Assistant Deputy Minister Ministry of Health

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Susan Brown President and CEO Interior Health Authority

Dr. David Byres President and CEO Provincial Health Services Authority

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Vivian Eliopoulos President and CEO Vancouver Coastal Health Authority

#### MEMORANDUM OF AGREEMENT

### SPECIALIST PHYSICIAN CONSULTATIONS, REFERRALS AND RE-REFERRALS

#### **BETWEEN:**

## HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Health

(the "Ministry")

AND:

### **ASSOCIATION OF DOCTORS OF BC**

(the "Doctors of BC")

(individually a "party" and collectively the "parties")

### WHEREAS:

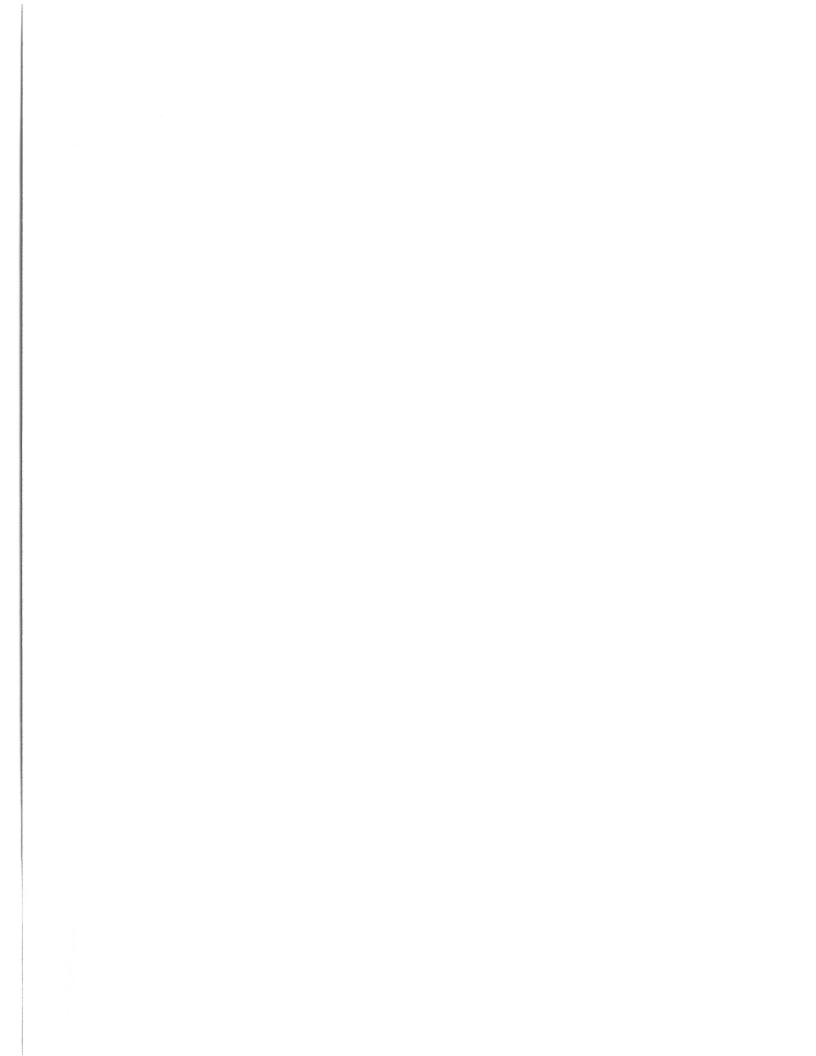
- A. The parties share an interest in ensuring that the provisions of the Payment Schedule established under the *Medicare Protection Act* (the "**Payment Schedule**") support the provision of high quality and cost-effective health care services, including timely access to primary care and specialized care.
- B. Patients, family physicians and specialist physicians have raised concerns regarding the current provisions of the Payment Schedule related to consultations, referrals and rereferrals, particularly in connection with the experience of patients who need a re-referral from their family physician where the specialist physician has determined that another consultation is medically required.
- C. In response to these concerns, the Doctors of BC Tariff Committee established a Consultation Working Group in January, 2020 comprised of representatives from the Ministry, the Doctors of BC's Tariff Committee, BC Family Doctors, and Consultant Specialists of BC to undertake a thorough review of the Payment Schedule provisions related to referrals and consultations.

- D. On advice of the Consultation Working Group, Doctors of BC and MSP has issued clarifications to help interpret the language of the Payment Schedule.
- E. The parties agree that changes to the Payment Schedule are necessary in order to address the issues and concerns that have been raised.

## **THEREFORE:**

- 1. The parties will establish a Consultation and Referral Working Group ("**CRWG**") with a mandate to develop recommendations for changes to the Payment Schedule in relation to consultations and referrals. The CRWG will develop recommendations by March 31, 2023.
- 2. The CRWG will be comprised of representatives appointed by the Ministry and the 6 Doctors of BC members who are presently members of the Consultation Working Group of the Tariff Committee. The CRWG will be supported by Eric Harris, KC, who will act as a neutral facilitator.
- 3. Funding to pay for half the cost of the facilitator and for the participation of the Doctors of BC representatives on the CRWG will be provided from one-time funds available to the Shared Care Committee. The Ministry will directly fund the other half of the cost of the facilitator.
- 4. The Ministry will provide \$5 million in on-going funding effective April 1, 2023 for the cost of implementing the recommendations of the CRWG, in addition to any projected cost savings from the recommendations. If some or all of the funding is not required for the recommendations, then the remaining funding will be provided to the Consulting Specialists of BC as additional funding for new/adjusted fees for Specialist Physicians.
- 5. In developing its recommendations, the CRWG will be guided by the following principles:
  - a. The criteria and requirements for payment for consultations, follow-up and continuing care services by the consultant physician should support access to initial consultations by specialists and longitudinal primary care.
  - b. In circumstances where, in the physician's clinical judgement, repeated consultations are medically necessary to provide appropriate ongoing care, the current level of administrative burden for family physicians and consultant physicians should be decreased, and the patient experience should be improved, as compared with the current state.
  - c. Concerns about inappropriate billing should be addressed through claims adjudication, audit and education.

- d. Any amendments to the Payment Schedule should be clear, easy to apply and appropriate to enable adjudication and audit.
- e. The recommendations will not result in overall reduction in compensation for any Section within the Doctors of BC.
- 6. In the event that the members of the CRWG are unable to reach a consensus on the recommendations by March 31, 2023, the facilitator will determine the recommendations by April 30, 2023. For the CRWG a consensus decision is a decision which has the support of the representatives of the Ministry of Health and at least 5 of the 6 representatives of Doctors of BC.



7. The recommendations of the CRWG or the facilitator pursuant to section 6, will be submitted to the Medical Services Commission as Revisions By Agreement in accordance with Article 13.1 of the 2022 Physician Master Agreement.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Agreement by or in the presence of their respective duly authorized signatories as of the 1<sup>st</sup> day of April, 2022.

SIGNED, SEALED & DELIVERED on	)	
behalf of HIS MAJESTY THE KING IN	)	
RIGHT OF THE PROVINCE OF	)	
BRITISH COLUMBIA, by the Minister	)	
of Health or their duly authorized	Ś	
representative:	Ś	
I	Ś	
	Ś	
Mark Armitage	)	
Name	)	
ADM, HSWBS, MOH	)	
Position	)	
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	)	
THE CORPORATE SEAL of the	)	
ASSOCIATION OF DOCTORS OF BC	Ś	
was hereunto affixed in the presence of:	Ś	
REA	)	
	)	
Signature of Authorized Signatory	)	
P. Paulary Daray	)	
<u>Pr Ramneek Dosanjh</u> Name		
Name		
President of Doctors of BC	)	
Position	Ś	
	Ś	
	/	

Signature of Authorized Signatory





