SCHEDULE 1 TO APPENDIX G

TEMPLATE MOCAP CONTRACT

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

(collectively called the "Call Group" and

individually referred to as a "Member")

AND: [Insert name of Health Authority]

(the "Health Authority")

WHEREAS the Call Group and its Members wish to contract with the Health Authority and the Health Authority wishes to contract with the Call Group and its Members to provide OnCall/Availability on the terms, conditions and understandings set out in this contract (the "Contract");

THEREFORE in consideration of the mutual promises contained in this Contract, the Call Group, its Members and the Health Authority agree as follows:

DEFINITIONS

"**On-Call/Availability**" means being available to provide emergency care to new or unattached patients (i.e. patients other than a Member's or Call Group's own patients) and being available to provide advice to other health care providers and other professionals involved in the care of those patients.

"**Call Group**" has the meaning set out in the introductory clause of this Contract. A Call Group represents a group of physicians who have agreed to share responsibility to provide OnCall/Availability for new or unattached patients under this Contract.

"**MOCAP**" means the medical on-call/availability program referred to in Article 17 and described in Appendix G of the 2022 Physician Master Agreement.

"**new or unattached patient**" means a patient who is typically not the Member's or Call Group's patient. For clarity, in rural communities where a Member or Call Group are providing additional services such as emergency, obstetrics/gynecology, anesthesia or general surgery, then patients of the Member or Call Group presenting for such additional services will be considered as a new patient of that additional service.

"**Physician Master Agreement**" means the agreement titled "2022 Physician Master Agreement" and entered into as of April 1, 2022 among the Government of British Columbia, the Medical Services Commission (MSC) and the Association of Doctors of BC (Doctors of BC), as amended from time to time.

"**Physician Master Subsidiary Agreements**" has the meaning given in the Physician Master Agreement.

"**Provincial MOCAP Review Committee**" means the committee established in accordance with Article 17.2 of the Physician Master Agreement.

ARTICLE 1 - TERM & RENEWAL

1.1 This Contract will be in effect from _____ to _____ notwithstanding the date of its execution (the "Term").

1.2 This Contract may be renewed for such period of time and on such terms as the parties may mutually agree to in writing. If either the Call Group or the Health Authority wishes to renew this Contract, it must provide written notice to the other no later than ninety (90) days prior to the end of the Term and, as soon as practical thereafter, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.

1.3 Subject to section 1.4 herein, if both the Call Group and the Health Authority agree to renew the Contract, the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.

1.4 In the event that a new contract is not completed within ninety (90) days following the end of the Term, this Contract and any extensions will terminate without further obligation on either the Call Group or the Health Authority.

ARTICLE 2 - TERMINATION

2.1 Either the Call Group or the Health Authority may terminate this Contract without cause upon ninety (90) days written notice to the other.

2.2 Either the Call Group or the Health Authority may terminate this Contract immediately upon written notice if the other breaches a fundamental term of the Contract.

ARTICLE 3 - PAYMENTS BY CALL GROUPS

3.1 No employment relationship is created by this Contract or by the provision of the Oncall/Availability coverage by any Member under this Contract. No partnership relationship between the Members is created by this Contract or by the provision of OnCall/Availability coverage by the Call Group. None of the Members intends to carry on a

business with a view to profit with the other Members in respect of the OnCall/Availability coverage.

3.2 Each Member must pay any and all payments and/or deductions required to be paid by the Member, including those required for income tax, Employment Insurance premiums, Workers Compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Member is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Member pursuant to this Contract.

3.3 The liability of Members for payments referred to in section 3.2 herein is severable and not joint.

3.4 Each Member of the Call Group agrees to indemnify the Health Authority from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from any Member of the Call Group's failure to make payments referred to in section 3.2 herein.

3.5 The indemnity clause in section 3.4 herein survives the expiry or earlier termination of this Contract.

ARTICLE 4 - UNINCORPORATED CALL GROUPS

4.1 The Call Group may designate a representative from among the Members to represent the Call Group with respect to notices, the addition of new physicians to the Contract, and all invoicing and payment matters under this Contract (the "**Representative**") and will notify the Health Authority of the identity of the Representative. If the Representative changes during the Term, the Call Group will notify the Health Authority of the new Representative.

4.2 Where a notice is to be given to the Call Group in accordance with Article 12, the Members agree that a single notice to the Representative will constitute notice to all Members of the Call Group. Where notice is to be given to less than all of the Members of the Call Group, it must be given to those individual Members at the address(es) provided at Article 12.

4.3 Each Member has the right to terminate their relationship with the Health Authority without affecting the rights and obligations of the remaining Members and must do so in accordance with the termination provisions of this Contract.

4.4 The Health Authority may terminate the Contract with respect to an individual Member in accordance with the termination provisions herein.

4.5 In the event of the departure of a Member by resignation or termination, the parties will meet to discuss whether amendments are required and to make agreed changes.

4.6 For any new member added to this Contract who is not an initial signatory to this Contract, the Members (collectively) or their Representative, the Health Authority, and the new member will sign and deliver to the others an acknowledgement and agreement in the form set out in Appendix 1 ("**New Member – Agreement to Join**"), agreeing that the new member will become party to and bound by the terms of this Contract.

ARTICLE 5 – PROFESSIONAL RESPONSIBILITY

5.1 Each Member will provide the On-Call/Availability coverage under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Health Authority policies, by-laws or rules and regulations that are not inconsistent with or represent a material change to the terms of this Contract.

ARTICLE 6 - DISPUTE RESOLUTION

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

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

6.3 Upon agreement of the Parties to the Dispute, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 6 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.

ARTICLE 7 - ON-CALL COMPENSATION AND REQUIREMENTS

7.1 The Call Group will be compensated for On-Call Availability coverage under this Contract pursuant to the application of the MOCAP, and in accordance with the system determined by the Provincial MOCAP Review Committee, as follows:

☐ Level 1

The annual rate for 24/7/52 Level 1 is $247,500 per call group.

- ❑ Continuous coverage
- ❑ Non-continuous coverage (Details – e.g. hours, days)

☐ Level 2

The annual rate for 24/7/52 Level 2 is $181,500 per call group.

- ❑ Continuous coverage
- ❑ Non-continuous coverage (Details)

☐ Level 3

The annual rate for 24/7/52 Level 3 is $77,000 per call group.

- ❑ Continuous coverage
- ❑ Non-continuous coverage (Details)

☐ On site On-call

Availability on-site. The annual rate for 24/7/52 on site on-call is $357,500 per call group.

- ❑ Continuous coverage
- ❑ Non-continuous coverage (Details)

As per the following:

Nature of On-Call/Availability:_____ (*e.g. general surgery, hours*)

Location(s):_____ (*e.g. St Paul's Hospital*)

7.2 Levels 1, 2 and 3 must provide availability by telephone within 10 minutes. Attendances on-site will be dependent on patient need and the clinical circumstances.

7.3 The Call Group will notify the Health Authority of the call rota, which includes the Member covering each shift, in a timely fashion [*If the Health Authority has a specific format (e.g. electronic scheduling system) for submitting call schedules, this provision can be modified to detail the specific requirements*].

ARTICLE 8 – LICENSES AND QUALIFICATIONS

8.1 During the Term, each Member will maintain:

8.1.1 registered membership in good standing with the College of Physicians and Surgeons of British Columbia and the Member will conduct their practice of medicine consistent with the conditions of such registration; and

8.1.2 enrolment in the Medical Services Plan.

ARTICLE 9 - SUBCONTRACTING

9.1 Each Member may, with the written consent of the Health Authority, subcontract or assign any of the On-Call/Availability coverage. The consent of the Health Authority will not be unreasonably withheld.

ARTICLE 10 - COMPENSATION

10.1 The Health Authority will pay the Call Group or individual Members monthly upon receipt of an invoice [*Health Authority may include reference to specific invoice format here*] for On-Call/Availability coverage provided based on an annual rate of _____.

10.2 In no event will the aggregate amount paid under this Contract exceed the sum of _____ per year.

ARTICLE 11 - REPORTING

11.1 Each Call Group will report to the Health Authority payment received by each Member of the group for the provision of On-Call/Availability no later than thirty (30) days after the end of every quarter.

11.2 Where a Call Group elects to receive payments from the Health Authority to individual group Members, the Call Group will report to the Health Authority the dates and shifts worked by each Member no later than thirty (30) days after the end of each month.

ARTICLE 12 - NOTICES

12.1 Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:

11.1.1 If mailed by regular mail or by prepaid registered mail to the addressee's address listed below, on date of confirmation of delivery.

11.1.2 If delivered by hand to the addressee's address listed below on the date of such personal delivery; or

11.1.3 If delivered by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address listed below.

11.2 Either party may give notice to the other of a change of address or e-mail address.

11.3 Address of Health Authority:

Address of Representative:

Address of each Member of Call Group:

ARTICLE 13 - AMENDMENTS

13.1 This Contract may be amended by written agreement of the parties.

ARTICLE 14 - ENTIRE CONTRACT

14.1 This Contract, the 2022 Physician Master Agreement and the 2022 Physician Master Subsidiary Agreements embody the entire understanding and agreement between the parties relating to On-Call/Availability and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of these agreements.

ARTICLE 15 - NO WAIVER UNLESS IN WRITING

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

ARTICLE 16 - HEADINGS

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

ARTICLE 17 - ENFORCEABILITY AND SEVERABILITY

17.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, illegality or unenforceability will attach only to such provision or part of such provision.

ARTICLE 18 – EXECUTION OF THE CONTRACT

18.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one in the same original agreement.

18.2 This Contract may be validly executed by transmission of a signed copy thereof by email.

ARTICLE 19 – MEMBERS AS PROFESSIONAL MEDICAL CORPORATIONS

19.1 Where a Member in this Contract is a professional medical corporation:

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

(b) the Health Authority agrees to confer on the Member's Owner, for the Member's benefit, all rights of the Member under this Contract that cannot be held by a professional medical corporation; and

(c) for clarity, all remuneration for the On-Call/Availability will be paid to the professional medical corporation.

ARTICLE 20 – DOCTORS OF BC

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

Dated for reference this ___ day of _____ 20_.

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

_____ Health Authority Authorized Signatory

_____
Name of Member of Call Group (individual)

or

[ ] Inc.

_____
Authorized Signatory

APPENDIX 1

NEW MEMBER - AGREEMENT TO JOIN

("New Member-Agreement to Join")

Re: **MOCAP Contract effective <insert date> (the "Contract") between the Health Authority and those physicians named on the signature page of the Contract, or who subsequently became a party to the Contract by entering into this New Member - Agreement to Join.**

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

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

1. The Representative, on behalf of and with the authority of all of the Members, confirms that the Members wish to add Dr. _____ (the "New Member") as a "Member" under the Contract to provide On-Call/Availability to the Health Authority under the terms of the Contract.

2. The New Member acknowledges having received a copy of the Contract and hereby agrees with the Health Authority and the other Members that the New Member will be bound by, and will comply with, all of the terms and conditions of the Contract as a "Member". The New Physician acknowledges that all payments for On-Call/Availability under the Contract will be made by the Health Authority to the Members as provided in

the Contract and that the Representative, currently Dr. _____, has been granted certain authority to act as the representative of the Members, including the New Member, under the Contract. [The New Member confirms that Dr. _____ is the "Member's Owner" for the New Member]

3. All capitalized terms used in this New Member – Agreement to Join and not otherwise defined will have the meaning given to them in the Contract. This New Member – Agreement to Join may be executed in multiple counterparts and all such counterparts will constitute one and the same agreement.

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

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

_____

Dr. _____ as the Representative

Signed and Delivered On behalf of the Health Authority:

_____ _____

Authorized Signatory

Signed and Delivered on behalf of the New Member:

_____ New Member's Signature (unincorporated)

or

[ ] Inc.

_____

Authorized Signatory

SCHEDULE 2 TO APPENDIX G

CALL BACK CRITERIA

Part A: Call Back Payment Eligibility

All the following Criteria must be met for a physician to be eligible for the $250 MOCAP call back payment.

1. Criteria related to the person making the decision to call.

The decision to initiate the call back is made by one of the following:

a) A physician with privileges at the facility in issue who has responsibility for the care of the patient in question, including but not limited to the Most Responsible Physician.
b) Any other member of the medical or nursing staff of the facility in issue who has been specifically authorized by the Health Authority to initiate call backs eligible under these Criteria.

2. Criteria related to the person who is called.

The call is made to a physician who meets all of the following:

a) Has been designated for call back payments by the Health Authority in accordance with Part B below or falls within a category or group that has been so designated, and meets all the terms of such designation or, alternatively, has had the specific call back in issue approved for payment after-the-fact on an exception basis in accordance with Part C below.

b) Is a member of the medical staff at the facility in issue with privileges to provide the required services.

c) Is not on call or being paid to be on site, on shift, or otherwise available at the time of the call back.

d) Is not:

i) at the time of the call back, on site at the facility at which the patient is present in accordance with Part A3(b) below;
ii) at the time of the call back, scheduled to be on site at the facility at which the patient is present in accordance with Part A3(b) below; or
iii) scheduled to be next on site at the facility at which the patient is present in accordance with Part A3(b) below at a time when the patient's needs could be adequately met.

e) Is not receiving isolation allowance under the Rural Subsidiary Agreement.

3. Criteria related to the clinical circumstances.

All of the following circumstances are present:

a) The call is for an identified patient who is not a patient of the physician being called or of a colleague for whose patients the physician has accepted responsibility.

b) The patient is present in:
i) an acute care hospital, or
ii) a diagnostic and treatment centre or specified emergency treatment room that has been approved as a call back payment eligible facility by the MOCAP Advisory Committee.

c) The patient requires medical services on an emergency basis as assessed by the person deciding to initiate the call at the time the call is made.

d) Reasonable steps are taken to determine that the medical services required by the patient could not be provided (due to issues of competence or availability) by a physician who has ongoing responsibility for the care of the patient (either directly or by virtue of his/her call group), by a physician who is on-call, or by a physician who is being paid to be on site, on shift, or otherwise available.

e) The physician being called personally attends the patient at the site contemplated by Part A3(b) above within the time dictated by the patient's needs but in any event no later than within 3 hours of being called**.**

4. Administrative Criteria

All of the following administrative rules are complied with:

a) Only one $250 payment is available per call back, regardless of the number of patients seen.

b) Only one $250 payment is available per patient per physician (i.e. for each episode of illness/injury).
c) Within 30 days of the call back, an invoice in the form attached must be submitted to the Health Authority by the physician claiming the call back payment.
d) Within 30 days of the call back, a verification, in the form attached must be submitted to the Health Authority by the person who made the decision to initiate the call back (that is the person referred to in Part A1 above).

Part B: Designation

1. Each Health Authority may designate physicians and/or services for call back payments.

2. The Health Authorities may designate individual physicians by name, groups of individual physicians by name, or practice categories/services without naming specific physicians (in which case any physician who is a member of the medical staff of the facility in issue with the privileges and qualifications required to provide the services and who meets all other terms of the designation will be deemed to be designated).

3. The Health Authorities may specify additional terms as being applicable to any designation so long as such additional terms are not inconsistent with these Criteria. Permissible additional terms include, but are not limited to:

a) Specific sites;
b) Specific services;
c) Specific times (e.g. hours in a day, days in a week);
d) Maximum dollar amounts for call back payments in a given time period (e.g. monthly, annually); and
e) Maximum number of call backs in a given time period (e.g. monthly, annually).

4. If the designation is in respect of a specific physician or group of specific physicians, then each such physician or group, respectively, will be provided with a standardized Call Back Designation Letter that expresses the names of the physicians that are the subject of the designation, expresses all additional terms applicable to the designation, and encloses a copy of these Criteria and a copy of the form of invoice to be used to submit claims for payment, and in the event the designation is cancelled or altered will be provided with a letter advising of same.

Part C: Approving Payments on an Exception Basis

1. Approval for call back payment on an exception basis may be sought for specific call backs by physicians who are not designated in accordance with Part B above and by physicians who are designated in accordance with Part B above but in circumstances where all terms applicable to the designation have not been met (e.g. the call back was to a non-designated site, for non-designated services, and/or at a non-designated time of

day; or if paid, the maximum dollar amount would be exceeded and/or the maximum number of call backs would be exceeded).

2. To seek approval on an exception basis, a physician must submit an invoice in accordance with Part A4(c) above which clearly and expressly indicates that payment is sought on an exception basis.

3. Each Health Authority will specify an individual by name or position/title with authority to approve call back payments on an exception basis.

4. The individual specified in accordance with Part C3 above will approve exceptional claims for payment if all criteria for call back payment eligibility as set out in Part A above (except that set out in Part A2(a)) have been met.

Part D: Appeal of Denied Call Back Claims

1. In the event that a physician's claim for call back payment is denied the physician may, within 30 days of being advised by the Health Authority of the denial of the claim, request the Doctors of BC to initiate a Call Back Dispute on his/her behalf. If the Doctors of BC agrees to do so, the Doctors of BC must provide notice of same to the applicable Health Authority and to the Joint Agreement Administration Group within 30 days of being requested by the physician to initiate a Call Back Dispute. The notice must be in writing and must include the facts upon which the physician relies including a copy of the invoice submitted in association with the claim as required by Part A4(c) above but with the name(s) and personal health number(s) of the patient(s) expunged, the identification of the ground upon which the Call Back Dispute is advanced, an outline of argument supporting the physician position, and a written consent to release information signed by the physician, in the form attached**.**

2. Upon receipt by the Ministry of a consent to release information in the form attached, the Ministry will forward to the Joint Agreement Administration Group and to the applicable Health Authority a list of the information that the Ministry proposes to release. After providing the applicable Health Authority and the physician with the opportunity to comment on the list, the Joint Agreement Administration Group will request the Ministry to release some or all of the information on the list. The Ministry will then release the information as requested by the Joint Agreement Administration Group.

3. The only ground upon which a Call Back Dispute may be advanced is that all the criteria for call back payment eligibility as set out in Part A above have been met (except where the Call Back Dispute relates to a physician not designated in accordance with Part B above or a claim that does not fall within the terms of such a designation, in which case the only ground upon which such a Call Back Dispute may be advanced is that all the criteria for call back payment eligibility as set out in Part A above, except that in Part A2(a), have been met).

4. The Joint Agreement Administration Group will consider each Call Back Dispute referred to it and, after providing the physician and the applicable Health Authority with the opportunity to be heard, may decide the merits of the Call Back Dispute, following any further process stipulated by it, by consensus decision (as that term is defined in section 1.2 of the Physician Master Agreement), in which case the decision of the Joint Agreement Administration Group will be final and binding on the physician and the Health Authority.

5. In the event that the Joint Agreement Administration Group is unable to reach a consensus decision with respect to the resolution of any Call Back Dispute within 60 days of receipt of the associated notice, or any longer period agreed to by the Joint Agreement Administration Group, the Doctors of BC or the Government may, within a further 30 days, refer the Call Back Dispute to a member of the Roster set out at Appendix H to the Physician Master Agreement or any other person agreed to by the Doctors of BC and the Government (the "Call Back Adjudicator")

6. Where, within the time limits in Part D5 above, the Joint Agreement Administration Group has not reached a consensus decision with respect to the resolution of any Call Back Dispute and the Call Back Dispute is not referred to the Call Back Adjudicator, then there will be no further process under these Criteria or otherwise for the physician to advance his/her claim for call back payment, and the Health Authority's denial of such claim will be final and binding on the physician.

7. Where a Call Back Dispute is referred to the Call Back Adjudicator pursuant to Part D5, the Call Back Adjudicator will determine whether the criteria set out in Part A above have been met, following any further process stipulated by him/her. If the Call Back Adjudicator determines that the criteria set out in Part A have not been met then he/she will render a final and binding award confirming the Health Authority's denial of the claim for call back payment. If the Call Back Adjudicator determines that the criteria set out in Part A have been met then he/she will render a final and binding award allowing the claim for call back payment following which the applicable Health Authority will make the payment.

8. The Government and the Doctors of BC will share the costs associated with the referral of Call Back Disputes to the Call Back Adjudicator.

Call Back Invoice

Personal information on this form is collected under the *Freedom of Information and Protection of Privacy Act*. The information submitted will be used to assess this claim. All information provided will be used in a manner that complies with the terms of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection, use, or disclosure of this information, please contact Physician Human Resources Management at 250 952-3146.

Name of physician making the claim: _____ Name of Health Authority: _____

MSP Billing # of physician making the claim: _____

Physician has been designated by the Health Authority for call back payments:

Yes ☐ No ☐

If Yes, name of designated group/category: _____

If No, or if any of the call backs on this invoice do not fall within the terms of the designation, indicate, in the last column below, that approval is sought for payment on an exception basis.

Date & time call back received	Name of person initiating call back	Date & time physician physically attended the patient	Name of Patient	PHN # of Patient	Facility where patient was attended	Indicate with a ✓ if approval is sought on exception basis

With respect to each of the above noted call backs:

1. The patient was not my patient or the patient of a colleague for whose patients I had accepted responsibility; and
2. At the time of the call back I was not on site at the Facility noted in the sixth column above, or scheduled to be on site, or scheduled to be next on site at a time when the patient's needs could be adequately met; nor was

   I on call or being paid to be on site, on shift or otherwise available.

I am not receiving Isolation Allowance Fund payments and was not receiving such payments at the time of any of the call backs above noted.

I authorize the Ministry of Health to release to the Health Authority named above any information related to the claims reflected on this invoice, excluding patient personal information (i.e. the name and personal health number of the patient), that, in the reasonable opinion of the Ministry, is relevant to assessing this claim, and if necessary, resolving any dispute over this claim through arbitration or otherwise. Such information will include, but not be limited to compensation/billing information (excluding patient personal information).

I certify all the information on this form to be correct.

_____ _____

Date Physician Signature

Call Back Verification Form

Name of person initiating call back: _____ Name of Health Authority: _____

_____

Title of person initiating call back:

Date & time call back was initiated	Name of physician who was called back	Indicate with a ✓ if the physician was designated for this call back	Name of patient	PHN # of Patient	Facility where patient was attended	Symptoms indicating emergency care was required	Associated Call Back Invoice Number (this column to be filled in by the Health Authority)

With respect to each of the above noted call backs:

1. I assessed the patient as requiring medical services on an emergency basis; and

2. Reasonable steps were taken to determine that the emergency medical services required by the patient could not have been provided (due to issues of competence or availability) by a physician who had on-going responsibility for the care of the patient (either directly or by virtue of his or her call group); by a physician who was on-call or by a physician who was being paid to be on site, on shift or otherwise available.

I certify all the information on this form to be correct.

_____ _____

Date Signature of person initiating call back

Consent to Release Information
In Relation to a Call Back Dispute

Personal information on this form is collected under the Freedom of Information and Protection of Privacy Act. The information submitted will be used to assess this claim. All information provided will be used in a manner that complies with the terms of the Freedom of Information and Protection of Privacy Act. If you have any questions about the collection, use, or disclosure of this information, please contact Physician Human Resources Management at 250 952-1849.

To: Ministry of Health

Attention: Hlth.MOCAPCallBack@gov.bc.ca

From: Dr. _____ *[name of physician initiating a Call Back Dispute]*

I have requested the Doctors of BC to initiate a Call Back Dispute on my behalf. The Doctors of BC has agreed to do so. A copy of the associated notice to the _____ Health Authority and the Joint Agreement Administration Group (the "**JAAG**") is attached.

I authorize the Ministry of Health to disclose to the _____ Health Authority, the JAAG and/or to any arbitrator any of my information, including but not limited to compensation/billing information but excluding patient personal information (i.e. name or personal health number of the patient) which, in the reasonable opinion of the Ministry, is relevant to resolving the Call Back Dispute.

Date:_____ _____

Signature of Claiming Physician