**SPPHCS PHYSICIAN’S CONTRACT**

THIS AGREEMENT made as of \_\_\_\_\_\_\_\_\_\_\_, 201\_

Between

**SAANICH PENINSULA PRIMARY HEALTH CARE SOCIETY**

(the “Society”)

And

Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Physician”)

WHEREAS:

A. The Society intends to provide an innovative approach to providing primary health care on the Saanich Peninsula that will address current and future patient needs as well as hospital service needs, and that will also be appealing to family physicians by offering professional collaboration and a balanced lifestyle;

B, The Society requires Physician Services (as defined in Schedule A to this Agreement) for its clinics;

C. The Physician wishes to enter into an agreement with the Society to perform such Physician Services;

NOW THEREFORE in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follow:

PURPOSE AND TERM OF THE AGREEMENT

1. This Agreement is intended to set out the basis on which the Society has retained the services of the Physician.
2. The Society and Physician shall extend the term of the Agreement only by the written approval of both. The term of this Agreement shall be for the period specified in Schedule A.
3. Upon execution of the Agreement, an executed copy shall be provided to each party.

RESPONSIBILITIES OF THE PHYSICIAN

1. The Physician agrees to provide Physician Services to the patients of the Society during the term of this Agreement. The Physician agrees that s/he shall use the usual care and skill of a physician licensed to practice medicine in the Province of British Columbia in performing such services as outlined in Schedule A.
2. The Physician hereby represents and warrant that to the Society that:
   1. s/he is now and will remain during the term of this Agreement a licensed and registered physician lawfully entitled to practice medicine in the Province of British Columbia;
   2. s/he is now and will remain a member in good standing in the Canadian Medical Protective Association, and will maintain and keep in force medical malpractice insurance from the Canadian Medical Protective Association;
   3. her/his entering into this Agreement will not now nor will it in the future breach or offend any agreement, document or law which s/he may be a party to or bound by;
   4. s/he will execute and deliver such documents and consents as the Society may request to verify the accuracy of the warranties, representations and covenants made herein;
   5. any statement made in any application made by the Physician in applying to be retained by the Society are true and correct.
   6. He/she will comply with the policies and procedures of the Society, as documented in the *Saanich Peninsula Primary Care Network Practice Toolkit*
3. The Physician and Society agree to comply with professional and ethical standards as set forth by the College of Physicians and Surgeons of BC.

OBLIGATIONS OF THE SOCIETY

1. In consideration of the performance of the Physician Services by the Physician on behalf of the Society, the Society agrees as follows:
   1. to permit the Physician to perform Physician Services for the patients of the Society during the term of the Agreement;
   2. to grant to the Physician the right to use the medical offices and related facilities of the Society;
   3. to provide all the usual and necessary equipment, materials, examination rooms, support staff (MOA), doctors’ offices and drugs which are necessary or desirable to provide the Physician Services to the patients of the Society;
   4. to provide up-to-date emergency medications and equipment as mandated by the College of Physicians and Surgeons of BC policy guidelines;
   5. to provide reception and office staff;
   6. to provide billing services;
   7. to assist with scheduling locum coverage as per policies and procedures of the Society, as documented in the *Saanich Peninsula Primary Care Network Practice Toolkit*
   8. to provide access to patient records and related information as is necessary or desirable to permit the Physician to perform Physician Services for the patients of the Society;
   9. to maintain and keep in force a general liability insurance with a limit of not less than $2,000,000, inclusive per occurrence for Bodily Injury and Property Damage including loss of use thereof.

The Society shall provide all the services and facilities described above at its own cost and expense. In particular, the Society warrants that all rents and charges payable with respect to the medical offices, medical equipment, materials and supplies are fully paid for, or, if leased, such leases are in good standing. With respect to office and administrative staff, the Society represents and warrants that the employees are those of the Society and all costs of such staff shall be paid by the Society including wages, benefits, statutory deductions or income tax, Canada Pension Plan, mandatory Worksafe BC coverage, and all similar costs and expenses. It is acknowledged and agreed that the Physician is not responsible for any such amounts and that the Society will indemnity and save harmless the Physician from any claims, costs or damages which may be claimed against or incurred by the Society with respect of the such services and facilities provided by the Society.

1. Any Goods and Services Tax payable with respect to the management costs hereunder shall be borne by and be the sole responsibility the Society. The Parties are entering into this Agreement on their mutual understanding that Goods and Services Tax (“GST”) is payable with respect to the management fees only between the Society and the Physician, and that the Society will pay the GST on behalf of the Physician.

CLINICAL RECORDS

1. For the purposes of this contract, “Clinical Record’ means a medical record maintained in accordance with the rules concerning practitioners’ records under the Medical Practitioners Act and an adequate medical record in accordance with the Medical Services Commission Payment Schedule. The Clinical Records are owned and under the control of the Society, who will ensure the physician has access to the Records as required in accordance with Society policies and procedures (as documented in the *Saanich Peninsula Primary Care Network Practice Toolkit).* The Physician will create Clinical Records within the Society owned and operated electronic medical record (“EMR”) system.

PAYMENT TERMS

1. The Physician will be the primary individual to record, on the EMR billing program, the fee codes or fees charged privately and diagnostic codes for all services rendered on behalf of the Society. Fees charged will be in accordance with MSP regulations and the usual Society policies. The clinic will provide support as required by the physician in respect of billing.
2. The Society will submit all Physician billings to MSP, WorkSafeBC, ICBC, or applicable other third parties under the Physician’s Practitioner Number. By signing the MSP Assignment of Payment Form and entering into this Agreement, the Physician’s billings will be paid directly to the Society.
3. The Society will pay the Physician for the services as outlined in Schedule A.
4. Any retroactive payments received by the Society now and in the future for services performed by the Physician shall be subject to the terms set out in Schedule A and paid to the Physician within 15 days of receipt of payment from MSP.
5. Total owed to the Physician will be paid by the Society twice a month on the 15th and the end of the month unless stated otherwise in Schedule A. Any outstanding amount thereafter is subject to interest charges calculated at 1.0% per month.
6. The payments will be provided by direct deposit via a Payroll company, in agreement with the Physician and the Society. The Payroll company will provide secure online access to records as required by the Physician and Society.

AUDIT

1. The physician acknowledges the auditing authority of the Medical Services Commission under the Medicare Protection Act.

EARLY TERMINATION

1. Notwithstanding anything to the contrary herein provided, this agreement may be cancelled by either the Physician or the Society upon 60 days written notice to the other. Notice to the Society shall be delivered to its registered address. In the case of serious illness or incapacity of the physician, the Society agrees to waive the 60 day termination notice requirement.

DISPUTE RESOLUTION

1. If a dispute arises out of, or in connection with this Contract, and the parties do not resolve some or all of the dispute through negotiation, then the parties agree to refer the issue(s) in dispute to arbitration to be carried out in accordance with the terms of the Arbitration Act of British Columbia.

RELATIONSHIP OF THE SOCIETY AND PHYSICIAN

1. The Society and Physician acknowledge that this Agreement does not constitute a partnership arrangement or joint venture and that neither has the right to contract in the name of the other and that liabilities incurred by one shall not be assumed by the other. The Physician agrees that s/he is not an employee of the Society and that s/he is acting as an independent contractor for purposes of the services provided on behalf of the Society.

NUMBER AND GENDER

1. It is agreed that unless the context of this agreement requires otherwise, the singular number shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa.

IN WITNESS THEREOF the parties hereto have executed this Agreement.

**SIGNATURES**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

SOCIETY WITNESS DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHYSICIAN WITNESS DATE

**SCHEDULE A**

1. **PHYSICIAN SERVICES**

Overview:

The Society and the Physician are entering into this Agreement to enable the Physician to provide services to patients of interest to both parties to improve their access to care through an inter-professional team approach consistent with the Society’s cornerstones. The Physician will work with other physicians, medical office assistants and other allied health care professionals to provide collaborative primary care service delivery.

The Physician will have patients for which he/she is the Most Responsible Provider (MRP), and will be responsible for longitudinal, comprehensive care for those patients in accordance with Society policies and procedures (as documented in the *Saanich Peninsula Primary Care Network Practice Toolkit).* The physician will have autonomy to build his/her practice patient panel, including selection of patients and determining practice capacity.

Physician Services:

The Physician acknowledges and agrees to the following:

* 1. the Physician will provide care to patients in the Society’s Network of Primary Care Centres and the Society will bill the Medical Services Plan (MSP), or other funder including patients, WCB, ICBC, etc. for the associated Services;
  2. the Physician is willing in principle to provide short term coverage for other Network Physicians’ absences, specifics to be determined per each request;
  3. The Physician will practice within an inter-disciplinary team approach;
  4. The physician will work a minimum of \_\_\_\_\_\_\_\_hours per week in a Saanich Peninsula Primary Care Network center, unless mutually agreed by the parties. This minimum will be waived during approved absences, including SPH coverage, on-call or personal vacation time periods. Absences shall be requested and approved as per the Society policies and procedures (as documented in the *Saanich Peninsula Primary Care Network Practice Toolkit)*
  5. The Physician will maintain admitting privileges and provide support to the Saanich Peninsula Hospital (SPH) in at least one of the following areas:
     + Inpatient care for patients of the Network
     + Doctor of the Day program (care of inpatients without an admitting physician)
     + Extended Care
     + Emergency department (if the physician chooses to support the ED, he/she must also commit to supporting another of the above areas, as availability for ED work cannot be guaranteed by SPH)
  6. The Physician and the Society will work with available practice support resources such as the South Island Division of Family Practice, and the Island Health Practice Support team to ensure ongoing quality improvement.
  7. The Society and the Physician will work together to achieve outputs, outcomes, and measures targeting improved patient centred care, coordination of care across primary care and community care, and appropriate use of hospital-based services;
  8. The Physician will agree to serve as a preceptor/mentor for new graduates, students and residents, in keeping with the Society’s commitment to serving as a medical education centre.

1. **FINANCIAL TERMS**

Types of Billing Terms to Physicians

All office-based received billings, including those types below, are subject to a split of 35% (inclusive of GST when applicable) to the Society and 65% to the Physician. This split shall be the same for each Society physician and will be re-assessed for all by Aug 31 of each year, beginning Aug 2017. If new GPSC incentives are introduced during the period of this contract, their inclusion in this contract shall be negotiated between the physicians as a group and the Society.

The amount paid to Physician will be based on billings received from MSP/WorkSafe/ICBC and other 3rd parties and not on amounts billed (any billing errors as adjudicated by MSP from either party will be subject to reconciliation of the difference in payment).

Physician will be paid twice monthly on the 15th and end of the month, 15 days following the receipt of funds from MSP/WorkSafe/ICBC and others. A full reconciliation with detailed amounts paid and accounts receivable will be provided with each payment. Amounts overdue will be subject to interest calculated 1% per month.

Future retroactive payments will be paid within 15 days of receipt from MSP/WorkSafe/ICBC and others to the Physician based on the financial terms specific above.

**Office based billings include:**

* In-office MSP/WorkSafe/ICBC
* In-office non-insured visits
* In-office procedures, lab/tray fees
* Private payment, including forms (e.g. sick notes, insurance forms)
* Maternity care provided in the office
* GPSC incentives and fees, for in-office billings, including:
  + GP unattached complex / high needs patient attachment
  + Consultation fees
  + GP Mental Health planning
  + GP Mental health management
  + Palliative care planning
  + Annual complex care management
  + Chronic disease management
  + All conferencing fees, including face-to-face, telephone, email, and fax

**Out of office billings**

All out-of-office base received billings, including those types below, are paid 100% to the Physician. This percentage is with the understanding that the physician is responsible for submitting and receiving billings to and from MSP. There are several private companies available to assist with the billing process.

* GPSC incentives and fees for out-of-office billings, including
  + Facility patient conference fee (G14015)
  + Acute care discharge planning conference fee (G14017)
  + Maternity Care Network Initiative (G14010) and GP Obstetrical Premiums
  + Assigned Inpatient Care Network Initiative (G14086) and unassigned inpatient care fee (G14088)
* Extended Care
* Assisted living
* Home visits
* ER billings
* Hospital billings – including any incentives / bonuses provided directly by the Saanich Peninsula Hospital Foundation
* Medical / legal correspondance

1. **TERM OF THE AGREEMENT**

The term of this Agreement shall be for \_\_\_ years, commencing on (the Commencement Date). The term may be extended for additional years upon the same terms as herein contained upon the mutual agreement of the parties.