

**INDIVIDUAL SHORT TERM LOCUM CONTRACT  
for the Greater Victoria Urban Locum Pilot Project**

BETWEEN:

**DR**

(the “Physician”)

AND:

**Victoria Division of Family Practice (VDFP)**

(“VDFP”)

**WHEREAS** additional physician resources are needed as part of the Short Term Urgent Practice Coverage – Victoria/South Island Locum Pilot Program (the “**Program**”);

**AND WHEREAS** this contract (the “**Contract**”) will secure such additional physician resources on a time-limited basis as part of the Program and is not intended by the Physician or VDFP to establish any further precedent;

**AND WHEREAS** the Physician wishes to contract with VDFP and VDFP wishes to contract with the Physician on a short-term basis to provide clinical locum coverage as specifically described in Appendix 1 (the “**Services**”) on the terms, conditions and understandings set out in this Contract;

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

**ARTICLE 1 - TERM, RENEWAL & TERMINATION**

- 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.
- 1.3 Either the Physician or VDFP may terminate this Contract without cause upon 90 calendar days’ written notice to the other.

- 1.4 Either party may terminate this Contract immediately upon written notice if the other party breaches a fundamental term of this Contract.

## **ARTICLE 2 – RELATIONSHIP OF PARTIES**

- 2.1 No employment relationship is created by this Contract or by the provision of the Services.
- 2.2 The Physician must pay any and all payments and/or deductions required to be paid by them, including those required for income tax, Employment Insurance premiums, Workers Compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Physician is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to this Contract.
- 2.3 The Physician agrees to indemnify VDFP from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from that Physician's failure to make any payments referred to in clause 2.2 and this indemnity survives the expiry or earlier termination of this Contract.

## **ARTICLE 3 - PROFESSIONAL RESPONSIBILITY**

- 3.1 The Physician will provide the Services in accordance with applicable standards of law, professional ethics and medical practice and any of VDFP's policies that are not inconsistent with or represent a material change to the terms of this Contract.
- 3.1 During the Term, the Physician will maintain:
- 3.1.1 registered membership in good standing with the College of Physicians and Surgeons of British Columbia and conduct their practice of medicine consistent with the conditions of such registration;
  - 3.1.2 enrolment in the Medical Services Plan;
  - 3.1.3 membership with the Canadian Medical Protection Association or alternative professional/malpractice protection plan; and,
  - 3.1.4 all other licences, qualifications, privileges and credentials required to deliver the Services.

## **ARTICLE 4 – SERVICES AND COMPENSATION**

- 4.1 The Physician will provide the Services as set out in Appendix 1 and VDFP will pay the Physician for the provision of the Services in accordance with Appendix 1.

## ARTICLE 5 – WAIVER

- 5.1 Unless specified otherwise, the Physician must not retain FFS billings, including any FPSC incentive fees related to the Services provided under this Contract. The Physician may bill FFS or directly for any and all services delivered outside the scope of this Contract.
- 5.2 The Physician will sign a FFS waiver in the form attached hereto as Appendix 3.
- 5.3 The Physician may retain third party billings for the Services covered by this Contract, provided that any time spent providing such Services to third parties is not included in the hours reported under this Contract. For clarity, such hours must not be included in the total hours of Services reported in Appendix 2A. For the purposes of this Article, third party billings include but are not limited to:
- 5.3.1 services rendered by a health care practitioner that a person is eligible for and entitled to under:
- a) the *Aeronautics Act* (Canada),
  - b) the *Civilian War-related Benefits Act*,
  - c) the *Government Employees Compensation Act* (Canada),
  - d) the *Merchant Seaman Compensation Act* (Canada),
  - e) the *National Defence Act* (Canada),
  - f) the *Pension Act* (Canada),
  - g) the *Royal Canadian Mounted Police Pension Continuation Act* (Canada),
  - h) the *Royal Canadian Mounted Police Superannuation Act* (Canada),
  - i) the *Canadian Forces Members and Veterans Re-establishment and Compensation Act*,
  - j) the *Department of Veterans Affairs Act*,
  - k) the *Corrections and Conditional Release Act* (Canada),
  - l) the *Workers Compensation Act*,
  - m) the *Hospital Insurance Act*, or
  - n) the *Insurance (Vehicle) Act*.
- 5.3.2 billings for non-insured Services, and
- 5.3.3 billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act*, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.
- 5.4 The Physician is also permitted to bill third parties for medical/legal services that are provided outside of the hours reported under this Contract.

## ARTICLE 6 – REPORTING

- 6.1 The Physician shall complete and submit monthly reports to VDFP which will include hours reports, and other reports as reasonably required by VDFP.

## ARTICLE 7: RECORDS

- 7.1 The Physician will create Clinical Records in the clinical charts that are established by and maintained by the physician with a community longitudinal family practice in greater Victoria and the South Island who is hosting the Physician under the terms of the Program (the “**Host Physician**”) and used by the Host Physician’s practice.
- 7.2 The Physician will create Clinical Records in the manner provided for in the Bylaws of the College of Physicians and Surgeons of British Columbia and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.
- 7.3 For the purposes of this Article 7, “**Clinical Record**” means a clinical record maintained in accordance with the Bylaws of the College of Physicians and Surgeons of British Columbia and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.

## ARTICLE 8 – DISPUTE RESOLUTION

- 8.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.
- 8.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve informally at the local level, may be referred to mediation on notice by either party to the others, with the assistance of a neutral mediator jointly selected by the parties. 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 in writing, the dispute will be referred to arbitration administered pursuant to the *Arbitration Act*.
- 8.3 For greater certainty, FFS claims, including in relation to FPSC incentive fees that are excluded from the Contract, remain within the sole jurisdiction of the Medical Services Commission.
- 8.4 Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration.
- 8.5 VDFP and the Physician must advise the Ministry of Health and the Doctors of BC respectively prior to referring any dispute to arbitration. The Ministry of Health and the Doctors of BC will have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.
- 8.6 Any dispute settlement achieved by the parties, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

## ARTICLE 9 – CONFIDENTIALITY

- 9.1 The Physician and VDFP will maintain as confidential and not disclose any patient information, except as required or permitted by law.
- 9.2 The Physician must not, without the prior written consent of the VDFP, publish, release or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:
- 9.2.1 necessary for the Physician to fulfill the Physician's obligations under this Contract; or
  - 9.2.2 made in accordance with the Physician's professional obligations as identified by the College of Physicians and Surgeons of BC; or
  - 9.2.3 in reference to this Contract.
- 9.3 For the purposes of this Article 9, information will be deemed to be confidential where all of the following criteria are met:
- 9.3.1 the information is not found in the public domain;
  - 9.3.2 the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and
  - 9.3.3 VDFP has maintained adequate internal control to ensure the information remained confidential.

## ARTICLE 10 - COMPENSATION

- 10.1 The Physician will invoice the VDFP for all the Services provided in a form acceptable to VDFP, that includes the categories of information set out in and is substantially in the form set out at Appendix 2A.
- 10.2 VDFP will pay the Physician pursuant to Appendix 2.
- 10.3 The Physician is to claim only for Services provided in accordance with the Contract.
- 10.4 The Physician is entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the Physician Master Agreement).
- 10.5 VDFP must forward the necessary information to the Doctors of BC Benefits Department, at the address set out below, prior to March 31 of each year in which this Contract is in effect. The Physician will provide VDFP with any information necessary for the Physician to access the Benefit Plans not in the possession of VDFP.

Benefits Manager

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

- 10.6 The Physician is not entitled under this Contract to any benefit from VDFP including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for Physicians or their families, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime or statutory holidays.

#### **ARTICLE 11 - AUDIT, EVALUATION AND ASSESSMENT**

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

#### **ARTICLE 12 - OPPORTUNITY FOR ASSIGNMENT**

- 12.1. It is agreed that:
- (a) The Physician may indicate their interest in posted locum assignments in accordance with procedures determined by VDFP
  - (b) All such assignments shall be made entirely at the discretion of the VDFP.
  - (c) The Physician may refuse any assignment under 12.1 (b).
  - (d) If the Physician accepts an assignment, the Physician cannot later refuse the assignment without the written consent of VDFP.
- 12.2 The Physician acknowledges that VDFP may enter into agreements with other physicians for the provision of similar services and that there is no agreement, representation or warranty that the Physician will be assigned for any more than the minimum Days of Service set out in Article 2 of Appendix 1.
- 12.3 VDFP shall normally provide a minimum of fourteen (14) days' notice of an assignment to the Physician and to a Host Physician. However, the Physician acknowledges that shorter notice may be given in the event of an emergency or unexpected request for FP locum tenens services.

#### **ARTICLE 13 - PHYSICIANS AS PROFESSIONAL MEDICAL CORPORATIONS**

- 13.1 Where the Physician is a professional medical corporation:
- 13.1.1 the Physician will ensure that its physician owner, being the individual signing this Contract on the Physician's behalf (the "**Physician's Owner**"), performs and fulfills, in accordance with the terms of this Contract, all obligations of

the Physician under this Contract that cannot be performed or fulfilled by a professional medical corporation;

13.1.2 VDFP agrees to confer on the Physician's Owner, for the Physician's benefit, all rights of the Physician under this Contract that cannot be held by a professional medical corporation; and

13.1.3 for clarity, all remuneration for the Services will be paid to the professional medical corporation.

Dated for reference this \_\_\_ day of \_\_\_\_\_ 2023.

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

\_\_\_\_\_  
VDFP Authorized Signatory

**Signed and Delivered by the Physician:**

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

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

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

[ ] Inc.

\_\_\_\_\_  
Authorized Signatory

## APPENDIX 1

### SERVICES

1. Definitions:
  - a. **“Clinically-related research”** means research directly related to the needs of a particular patient (for example, investigating the appropriateness of particular diagnostic and therapeutic interventions).
  - b. **“Clinically-related teaching”** means teaching provided concurrent with patient care.
  - c. **“Day of Service”** means at least 8 hours of Services within a 24 hour period. The hours for a partial Day of Service will be expressed as a proportion of 8 hours within a 24 hour period.
  - d. **“Direct Patient Care”** means clinical intervention with a specific patient present, including the concurrent provision of Clinically-related teaching and Clinically-related research.
  - e. **“Indirect Patient Care”** means patient-specific service provided when the patient is not present, including the concurrent provision of clinically-related teaching and clinically-related research. Examples of indirect patient care include, but are not limited to patient-specific conferences, team meetings, telephone consultations and chart/report writing.
2. The Physicians will provide XX to XX Days of Service during the Term of the Contract.
3. The Physician shall provide the following Primary Care Services in accordance with a schedule established by the Physician and VDFP in accordance with Article 12.
  - a. The Physician will provide comprehensive, accessible, interdisciplinary, patient focused primary health care and provide care to the attached patients of the Host Physician. The Physician will utilize the principles of population health for prevention, identification and management of chronic illness including addictions and mental health, and will provide the following full scope of primary health care Services (including but not limited to Direct and Indirect Patient Care):
    - (i) Health promotion and illness prevention services; screening for early detection, intervention and counseling to reduce risk, health assessments, immunizations, links with community-based services providing social supports for individuals and families, patient advocacy
    - (ii) Primary care for minor or episodic illnesses; assessment and treatment services for minor illnesses, referral to diagnostic services, referral to specialized services, including medical and surgical specialties
    - (iii) Chronic disease management; early detection and primary treatment, guideline informed chronic disease management and service coordination,



referral to specialized services programs for patients with complex conditions/frailty

- (iv) Management and co-ordination of patient care across the spectrum of primary, secondary and tertiary care (i.e. referral to specialists and other providers, case management, case conferences and acting upon consultative advice);
  - (v) Primary reproductive care; sexual health, including prevention and management of sexually transmitted infections, organization of appropriate screening, provision of or arrangement with another provider for prenatal, obstetrical, postnatal and newborn care
  - (vi) Primary mental health and substance use (MHSU) services; Assessment and diagnosis and early support for emerging or unidentified MHSU problems,
  - (vii) Support for the terminally ill in the community (excluding patients in facilities);
  - (viii) Coordination and access to rehabilitation;
  - (ix) Provide medical coordination and participate in multidisciplinary team planning for the ongoing health needs of patients.
  - (x) Provide health prevention and promotion activities including organizing and/or participating in health promotion forums focused on the health care needs of the Health Service Delivery Area.
- b. The Services will be provided, at the location of the Host Physician's practice. The Physician will provide the Services via face to face appointments, telephone consultations and virtual care options where available and as appropriate based on the clinical circumstances.
- c. Clinical administrative services, including but not limited to:
- (i) Participation in the evaluation of the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.
  - (ii) Those activities that are necessary to satisfy the Physician's obligations under Article 6 and Appendix 4 of this Contract.
4. The Physician will supply the following support, technology, material and supplies:
- a. Personal medical diagnostic equipment such as stethoscopes and personal supplies such as signature stamps.

5. VDFP will ensure that:
- a. the Physician is supplied with the following support, technology, material and supplies:
    - i) suitable office space, facilities, furniture, medical equipment, supplies, communication equipment and administrative support necessary for the Physician to provide the Services.
  - b. the Physician is not scheduled to provide Direct Patient Care services for more than 6 hours per full Day of Service or 3 hours per half Day of Service.
  - c. the Host Physician secures after hours (weekday evenings and nights, weekend days, evenings and nights) coverage for their attached patients.
  - d. when providing Direct Patient Care Services, the Physician is scheduled to provide between 2 to 4 patient visits per hour depending on patient complexity.

FOR REFERENCE ONLY

## APPENDIX 2

### PAYMENT

1. VDFP shall pay the Physician monthly at the rate of \$1175.80 per Day of Service, pro-rated for any partial Day of Service, upon receipt of an invoice for Services actually provided as set out at Appendix 2A.
2. If the Physician provides 60 or more Days of Service during the Term, they will, upon completion of 60 Days of Service receive a one-time \$6,000 payment and be entitled to bill an additional \$100 per Day of Service (\$1275.80) beginning on their 61<sup>th</sup> Day of Service. Calculation of the completion of 60 Days of Service will include both full Days of Service and any accumulated partial Days of Service (e.g. 55 full Days of Service and 10 half days of Service).
3. All invoices for Services provided under this Contract must identify by date the hours for which payment is claimed and be submitted to the VDFP within 30 days following the end of the month during which the Services were provided.

FOR REFERENCE ONLY



### APPENDIX 3

#### FEE FOR SERVICE WAIVER

Physician/Corporation Name \_\_\_\_\_

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

All capitalized terms herein have the meaning given to them in the Contract between the undersigned and VDFP dated \_\_\_\_\_.

The Physician will not retain and hereby waives any and all rights the Physician may have to receive any fee for service payments from the Medical Services Plan with respect any of the Services, including any FPSC incentive fees other than those specifically excluded herein.

The Physician may retain any payments for any such Services from any third party including but not limited to:

- (a) services rendered that a person is eligible for and entitled to under
  - i. *the Aeronautics Act (Canada),*
  - ii. *the Civilian War-related Benefits Act,*
  - iii. *the Government Employees Compensation Act (Canada),*
  - iv. *the Merchant Seaman Compensation Act (Canada),*
  - v. *the National Defence Act (Canada),*
  - vi. *the Pension Act (Canada),*
  - vii. *the Royal Canadian Mounted Police Pension Continuation Act (Canada),*
  - viii. *the Royal Canadian Mounted Police Superannuation Act (Canada),*
  - ix. *the Canadian Forces Members and Veterans Re-establishment and Compensation Act,*
  - x. *the Department of Veterans Affairs Act,*
  - xi. *the Corrections and Conditional Release Act (Canada),*
  - xii. *the Workers Compensation Act,*
  - xiii. *the Hospital Insurance Act, or*
  - xiv. *the Insurance (Vehicle) Act.*
- (b) billings for all non-insured Services, and
- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Physician may also retain any payments from third-parties for medical/legal services that are provided outside of any hours claimed in relation to the Services provided under this Contract.

Specific FFS and other exclusions, subject to Physician eligibility:

- Payment for any Services provided to third parties where those Services are to be billed and retained by the Physician. For clarity time spent providing such Services to third parties is not to be counted as part of the hours of Services provided under this Contract.

\_\_\_\_\_  
Physician's Signature (unincorporated)

\_\_\_\_\_  
Date

or

[ ] Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

FOR REFERENCE ONLY

## APPENDIX 4

### REPORTING

#### 1. Definitions:

a. “**Encounter Record**” means the record of the primary care services provided to a patient by the Physician, including simplified encounter codes (which capture the Physician’s practice activities) provided by the Medical Services Plan/Health Insurance BC, as amended from time to time, and diagnostic codes (ICD9).

2. The Physician will submit Encounter Records through the Host Physician’s EMR to the Medical Services Plan/Health Insurance BC via Teleplan in accordance with the requirements, rules and procedures of the Medical Services Plan (MSP)/Health Insurance BC for the Services provided under this Contract and the Encounter Records will include the following information:

- a. MSP Payee Number,
- b. Practitioner Number,
- c. Patient’s/Client’s personal health number (PHN),
- d. Patient/Client Name,
- e. Date of services,
- f. Encounter code(s),
- g. ICD-9 diagnostic codes (1 code mandatory, 3 maximum),
- h. Location Code,
- i. Facility Number,
- j. Note, and
- k. Referring/Referred practitioner # (if the Physician is referring patient to or receiving a referral from another practitioner).

With respect to f. above, the Physician will use those simplified encounter codes for GPs provided by the Medical Services Plan/Health Insurance BC, as amended from time to time.

3. The Physician will also submit a shift code fee item 97570 – Contracted Clinical Shift via Teleplan and in accordance with the requirements, rules and procedures of the Medical Services Plan (MSP)/Health Insurance BC for each period of time under which Services are provided. The shift code record will include the following:

- a. MSP Payee Number,
- b. Practitioner Number,
- c. Patient’s personal health number (PHN) (a patient seen during the day)
- d. Patient Name (a patient seen during the day)
- e. Date of services,
- f. Start time (for that day),
- g. End time (for that day),

- h. Time units (an estimate of the number of 15-minute time units spent providing Services under the contract – captured under the Billed Services field in Teleplan),
  - i. ICD-9 diagnostic codes (1 code mandatory, 3 maximum) (general symptoms ICD-9 code),
  - j. Location Code, and
  - k. Facility Number.
4. During the Term of this Contract, the Physician may provide services outside the scope of this Contract on a fee-for-service basis. The Physician, whether or not required by MSP or other paying agency, will enter start and stop times of the patient encounter for any services provided outside the scope of this Contract on a fee-for-service basis when those services are provided on the same day that the Physician provides Services under this Contract.

FOR REFERENCE ONLY