

**AGREEMENT  
RURAL GP LOCUM PROGRAM**

THIS AGREEMENT made this 01 day of April, 2014.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA  
Represented by the Ministry of Health

(Herein called the "Ministry")

OF THE FIRST PART

AND: GENERAL PRACTITIONER LOCUM TENENS  
Dr. «GIVEN\_NAME» «SURNAME»  
«ADDRESS»  
«CITY», «PROV» «POSTAL\_CODE»

(Herein called the "Contractor")

OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

APPOINTMENT

1. The Ministry retains the Contractor to provide medical services (herein called the "Services") as a *general practitioner (GP) locum tenens* described in Schedule "A" attached hereto and forming a part hereof.

TERM

2. The Contractor will provide medical services as a GP locum tenens to eligible general practitioners / family practitioners through the Rural GP Locum Program administered by the Ministry, in accordance with the provisions of this Agreement during the period (herein called the "Term") which Term will, notwithstanding the date of execution and delivery of this Agreement, be conclusively deemed to commence on April 1, 2014 and end on March 31, 2015.

RENEWAL

3. (a) In the event that neither the Ministry nor the Contractor gives notice to terminate this Agreement under the terms specified in Clauses 21 or 22, this Agreement will continue on the existing terms and conditions until a new contract is signed. The effective date of the new contract will be the date on which both parties have signed it.  
(b) In the event the parties do not subsequently enter into an Agreement, the Ministry may give 30 days written notice of termination, and the Ministry will be under no obligation to the

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Contractor except to pay to the contractor such fees and expenses as the Contractor may be entitled to receive pursuant to Schedule "B" attached hereto, for services rendered and expenses incurred to the effective date of termination.

### LICENCES AND QUALIFICATIONS

4. The Contractor attests to and agrees, that during the term of this Agreement and any extension of it, that the Contractor:
  - (a) is now and will remain a medical practitioner licensed and registered to practice medicine in the province of British Columbia;
  - (b) is now and will remain a member in good standing in the Canadian Medical Protective Association;
  - (c) has or shall obtain and shall thereafter maintain, certification in Advanced Cardiac Life Support; and
  - (d) is and shall remain enrolled in the Medical Services Plan.

### WARRANTIES AND COVENANTS

5. The Contractor warrants, represents and covenants and agrees, during the term of this Agreement and any extension of it, that the Contractor:
  - (a) By entering into this Agreement will not now, nor will it in the future, breach or offend any agreement, document or law which he/she may be a party to, or bound by;
  - (b) will execute and deliver such documents and consents as the Ministry may require, from time to time, in order for the Ministry to verify the accuracy of the warranties, representations and covenants made herein;
  - (c) all statements made in the application for a position in the Program, a copy of which is on file with Rural Practice Programs, Physician Compensation, are true.
6. The Contractor shall perform his or her duties under this Agreement in accordance with applicable standards of law, professional ethics and medical practice.

### PAYMENT

7. The Ministry will pay to the Contractor, in full payment and reimbursement for providing the Services and for expenses incurred in connection therewith, the fees in the amounts and in the manner described in Schedule "B" attached hereto and forming a part hereof and the Contractor will accept such fees as full payment and reimbursement as aforesaid.

### RECORDS AND REPORTS

8. In connection with the provision of the Services, the Contractor will:
  - (a) deliver to the Ministry reports containing the information required by the Ministry as specified by the Schedules to this Agreement;

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- (b) establish and maintain records of disbursements for directly related expenses, in form and content satisfactory to the Ministry, including invoices, receipts and vouchers;
- (c) upon request of the Ministry, fully inform the Ministry of the work done and to be done by the Contractor in connection with the provision of the Services; and
- (d) permit the Ministry at all reasonable times to inspect, review and copy all accounting records, data, reports, medical/clinical records, documents and material, whether complete or otherwise, that have been produced, developed, received or acquired by the Contractor as a result of this Agreement (collectively the "Material").

### INDEPENDENT CONTRACTOR

- 9. The Contractor will be an independent contractor and not the servant, employee or agent of the Province or the Ministry.
- 10. The Contractor will not in any manner commit or purport to commit the Province or the Ministry to the payment of any money except pursuant to this Agreement, in connection with the services to be provided under this Agreement.
- 11. The Contractor will accept clarifications from the Ministry concerning the deliverables set out in Schedule A. However, the Contractor will not be subject to the control of the Ministry in respect of the manner in which the Ministry's clarifications are implemented unless explicitly specified in this Agreement.
- 12. The Physician must pay any and all payments and/or deductions required to be paid by him/her, 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 he/she is required to pay to any government (whether federal, provincial or municipal) to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to this Contract.
- 13. The Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Physician's failure to make payments required at Article 12.
- 14. The indemnity clause in Article 13 survives the expiry or earlier termination of the Contract.
- 15. (a) Subcontracting for the provision of medical services is not permitted under the terms of this Agreement.  
(b) Where the Contractor is a corporation, the Contractor agrees the services provided under this Agreement will be provided solely by **Dr. «SURNAME»**.

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## CONFIDENTIALITY

16. The Contractor will at all times treat as confidential all information or material supplied to or obtained by the Contractor as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Ministry.

## INDEMNIFICATION

17. The Contractor will indemnify and save harmless the Ministry, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Ministry may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, or director of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Ministry.
18. The Contractor will provide evidence that they are insured under the Canadian Medical Protective Association, or are otherwise adequately insured against acts of negligence and malpractice, to provide medical services specified in Schedule "A".

## DEFAULT

19. In the event of breach by the Contractor of any term, covenant or condition contained in this Agreement the Ministry may do the following:
  - (a) deliver written notice to the Contractor specifying the default and requiring that the default be remedied within thirty (30) days of the date of the delivery of the notice; or
  - (b) waive the default.

## REMEDY

20. If the Contractor has not remedied the default specified in the notice under paragraph 19(a) within thirty (30) days of the date of the delivery of such notice, the Ministry may, in its sole discretion, hold back from the semi-monthly payment amount up to five percent of that amount and the holdback will be forfeited to the Ministry.

## TERMINATION

21. Notwithstanding any other provision of this Agreement if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the Ministry, the Ministry may, at its option, terminate this Agreement by the Ministry giving written notice of termination to the Contractor and when such option is exercised the Ministry will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor may be entitled to receive, pursuant to

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Schedule "B" attached hereto, for services rendered and expenses incurred to the date the said notice is given to the Contractor.

22. Notwithstanding any other provision of this Agreement, either party may terminate the Agreement upon written notice to the other party at the address set out in paragraph 30 as follows:
- (a) Either party may terminate the agreement by giving notice equivalent to at least half the length of the contract's term; and,
  - (b) the agreement may be terminated at such shorter time and in such manner as may be mutually agreed upon by the Parties.

### NON-WAIVER

23. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing, signed by the Ministry.
24. The written waiver by the Ministry of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of the Agreement.

### OPPORTUNITY FOR ASSIGNMENT AS A GP LOCUM TENENS

24. It is agreed that:
- a) The Ministry shall be entitled to assign/place the Contractor in accordance with procedures determined by the Ministry.
  - b) All such assignments shall be made entirely at the discretion of the Ministry.
  - c) The Contractor may refuse any assignment under s24 (a).
  - d) If the Contractor accepts an assignment, the Contractor cannot later refuse the assignment without the written consent of the Ministry.
26. The Ministry will consider requests by the Contractor for assignment in a particular geographic area or particular type of practice. However, the Ministry in no way warrants or represents that such assignment will be available or made to the Contractor.
27. The Contractor acknowledges that the Ministry may enter into agreements with other physicians for the provision of similar services and that there is no agreement, representation or warranty that the Contractor will be assigned for any minimum period, or at all.
28. The Ministry shall normally provide a minimum of fourteen (14) days notice, in accordance with paragraph 30, of an assignment to a Host Physician. However, the Contractor acknowledges that shorter notice may be given in the event of an emergency or unexpected request for GP locum tenens services.

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### APPROPRIATION

29. Notwithstanding any other provision of this Agreement the payment of money by the Ministry to the Contractor pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, S.B.C. 1981, c.15 (the *Financial Administration Act*, inclusive of every amendment made thereto and in force, being herein collectively called the "Act"), to enable the Ministry, in any fiscal year when any payment of money by the Ministry to the Contractor falls due pursuant to this Agreement, to make that payment; and
  - (b) Treasury Board, as defined in the *Act*, not having controlled or limited, pursuant to the *Act*, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

### NOTICES

30. Any notice, report, payment, or any or all of the documents that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally, on the date of such personal delivery or; if sent by facsimile, one (1) day after transmittal; or if mailed, on the tenth business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Ministry;

ATTENTION:  
Rural GP Locum Program  
Rural Programs, Physician Compensation  
Ministry of Health  
3-2, 1515 Blanshard St  
Victoria, BC V8W 3C8

and if to the Contractor:

ATTENTION:  
**Dr. «GIVEN\_NAME» «SURNAME»**  
**«ADDRESS»**  
**«CITY», «PROV» «POSTAL\_CODE»**

31. Either party may, from time to time advise the other by notice in writing of any change of address of the party giving such notice and from and after notice the address therein specified will, for the purposes of paragraph 30, be conclusively deemed to be the address of the party giving such notice.

### MISCELLANEOUS

32. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, including the *Freedom of Information and Protection of Privacy Act*.

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- 33. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 34. No amendment or modification to this Agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
- 35. The schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 36. Where the Contractor is a corporation, the Contractor hereby represents and warrants to the Province that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the corporation.
- 37. For credentialing purposes the Contractor agrees that the Ministry may share application documents including certificates, reference letters, curriculum vitae etc. with the Health Authorities.
- 38. The Agreement may be entered into by each party signing and delivering it to the other party by email with attachment in PDF format. Electronic information, records and signatures are permissible as per the Electronic Transaction Act.

IN WITNESS WHEREOF the parties have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED on behalf of Her Majesty the )  
 Queen in Right of the Province of )  
 British Columbia by a duly authorized )  
 Representative of the Ministry of )  
 Health in the presence of: )  
 )

\_\_\_\_\_  
 Witness )  
 )

\_\_\_\_\_  
 Title )  
 )  
 )

\_\_\_\_\_  
 Name of Contractor (PRINT) )  
 )  
 )

\_\_\_\_\_  
 By: (Authorized Signatory) )

\_\_\_\_\_  
 For the Ministry of Health

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**SCHEDULE A**

1. The Contractor will provide the Services during the course of all assignments through the Rural GP Locum Program, herein called the "Program".
2. The Contractor will provide medical services as a GP locum tenens as required by the Program, to eligible physicians living and practising in communities deemed by the Ministry to be eligible for the Program, as follows:
  - a) General primary care outpatient services conducted during the regular established office hours of each eligible Host Physician;
  - b) Emergency care, consultation and treatment of the Host Physicians' patients, as inpatients or outpatients, at an acute care facility, as requested by the Host Physician; and
  - c) On-call availability services as designated by the health authority under the Medical On-call / Availability Program (MOCAP);
  - d) The Contractor shall be available to provide medical services as a GP locum tenens for a Host Physician in an eligible community within fourteen (14) days of formal notification by the Program, given in accordance with paragraph 30, during the currency of this Agreement except for those time periods:
    - (i) during which the Contractor is providing medical services in another eligible community pursuant to this Agreement; or
    - (ii) during which the Ministry has agreed the Contractor need not be available;
  - e) Where the Program has identified a Host Physician who requires the services contemplated by this Agreement, enter into the required contract (described below) with such Host Physician and perform the services under such Agreement. Under the 5 Days and Over component of the Program, the term of any such Agreement, exclusive of travel time, shall be no less than five (5) days and no more than the eligible number of days available to the host physician based on their community type:

'A' Communities	43 days;
'B' Communities	38 days;
'C' Communities	33 days; and
'D' Communities	28 days
  - f) Under the Weekend Coverage component, the weekend, exclusive of travel time, will commence at 18:00 on Friday and conclude at 08:00 on Monday, or 08:00 Tuesday when a statutory holiday is part of the weekend. The applicable contracts are:
    - (i) an "Assignment of Payment" form assigning payment for claims to the eligible Host Physician's payee number; or
    - (ii) a letter or understanding in the form prescribed by the Ministry with an APP funded Agency and Physician identified by the Program for an APP Placement
3. The Contractor will advise the Program forthwith of his/her unavailability by reason of illness, incapacity or failure to meet the qualifications of a GP locum tenens physician under this Agreement.
4. The Contractor shall keep complete medical/clinical records for all patients seen by him/her while providing medical services under the terms of this Agreement, according to record keeping



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required by the College of Physicians and Surgeons of BC, and under the *Medical Protection Act* for billing fee-for-services, and any other requirements imposed by law.

5. When medical services are provided during a placement/assignment with a Host Physician working under an arrangement with an APP funded Agency, the Contractor may not bill fee-for-service for any services or procedures rendered during such placement.
6. (a) Subject to sub-paragraphs (b), (c) and (d), the Contractor will ensure that services provided under the terms of this Agreement will be provided at the expense of the Ministry only to individuals who are residents or are deemed to be residents of British Columbia in accordance with the *Medicare Protection Act*. For the purposes of this Agreement, this residency criterion shall be deemed to be met if:
  - (i) the individual presents the Contractor with a British Columbia CareCard; and
  - (ii) the Contractor takes reasonable measures to confirm that the individual is the legitimate holder of the CareCard, (i.e., by confirming the identity of the individual); and,
  - (iii) the Contractor confirms that the individual is currently a resident of British Columbia.
- (b) The requirement under Section 6(a) should, in no way, interfere with necessary care provided to any individual in an emergency or situation of urgent or acute medical need.
- (c) Where justification can be provided that the requirement to determine eligibility would result in risk to the public or individual, this requirement may be waived.
- (d) Paragraph 6(a) of this Schedule does not apply if an individual, who is not a resident of British Columbia, provides evidence of enrolment under an *Act*, plan, or scheme in another province of Canada in respect of which British Columbia has a reciprocal agreement related to the provision of medical or health care services, subject to the agreements.

### SCHEDULE B

1. The Contractor will assign all fee-for-service billings as directed by the Ministry.
2. The Ministry will pay the Contractor semi-monthly for the services provided under the terms of this agreement, in accordance with the MSP payment cycle for physicians/medical practitioners.
3. *Under the 5 Days or over component*, the Contractor will be paid a guaranteed minimum daily rate for provision of clinical medical services for each day worked. Calculation for payment of daily rate will be based on each 24 hour day (08:00 to 08:00). Daily rates for community types A,B,C and D are as follows:

'A' Communities	\$900/day
'B' Communities	\$850/day
'C' Communities	\$800/day
'D' Communities	\$750/day
4. *Under the Weekend Coverage component*, the contractor will be paid a guaranteed minimum of \$2,000 for 18:00 Friday to 08:00 Monday coverage.
5. Where enhanced skills are specifically requested by a host physician and a locum has the ability to provide those services, a daily stipend will be paid to the locum as follows:

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Emergency Services	\$50/day
Obstetrics	\$50/day
General Surgery	\$100/day
Anaesthesia	\$100/day

If more than one enhanced skill is provided by the locum on any day during the assignment, the maximum daily stipend paid to the locum will be \$100/day.

6. The Contractor will receive a travel honorarium of \$50 for less than one hour of travel time, return trip, \$300 for less than four hours travel time, return trip, or \$600 for greater than 4 hours travel, return trip.
7. In the event compensation paid to either a Host Physician or the Contractor is greater than or less than that to which he is entitled, the Ministry may adjust such amounts.
8. In no event shall any such adjustments be made later than one year following the termination of this Agreement.
9. In cases where sixty (60) percent of the paid MSP claims are greater than the guaranteed daily rate (averaged over the length of the assignment) or *\$2,000 under the Weekend Coverage component*, the difference will be calculated and paid to the Contractor on a quarterly basis.
10. The Contractor shall be reimbursed, in accordance with the Government of British Columbia Financial Administration Policy, for his/her reasonable round trip travel expenses incurred in travel from his/her home in British Columbia to and from the place where he/she has been assigned to provide medical services under the Program.
11. For the purposes of travel, the Contractor will be classified as "Group II" and is required to discuss travel plans with the Program prior to making travel arrangements.
12. In, providing information regarding medical services rendered during the course of an assignment the Contractor shall comply with:
  - a) all requirements of the Medical Services Plan (MSP) in connection with insured services;
  - b) the directions, instructions, reporting requirements and billing procedures of MSP;
  - c) the procedures established by the Host Physician or alternatively, the APP agency, for uninsured services; and the procedure established by the Program.

Payment may be withheld pending receipt of information, receipts and/or reports required to be submitted under the terms of the Agreement