

PANDEMIC PHYSICIAN SERVICES AGREEMENT

BETWEEN:

SASKATCHEWAN HEALTH AUTHORITY

(hereinafter known as "SHA")

AND:

DR. PHYSICIAN MEDICAL PROFESSIONAL CORP.

(hereinafter known as "The Physician")

The Parties agree to the following terms of this agreement (the Agreement):

1. During the term of this Agreement for the provision of Pandemic Physician Services, the Saskatchewan Health Authority agrees to:
 - a) Provide a fee of \$___ for each week, defined as 5 days of service and applicable on-call rotation over a 7 day period of Pandemic Physician Service actually provided by The Physician. In return, The Physician will work collaboratively with SHA concerning the scheduling of the days and weeks and location during which The Physician will be available to provide services.
 - b) Payment will be prorated for less than 5 days of service worked or if assigned and approved by the Area Integrated Health Incident Command Centre due to exceptional circumstances for more than 5 days of service.
2. During the term of this Agreement for the provision of Pandemic Physician Services, The Physician:
 - a) Must maintain applicable licensure with the College of Physicians and Surgeons of Saskatchewan as well as current membership with the Canadian Medical Protective Association or an equivalent professional liability insurance plan, and demonstrate proof of membership upon request;
 - b) Must hold privileges with SHA and adhere to its Practitioner Staff Bylaws as well as all applicable legislation, Rules and Regulations and Policies and Procedures which are now or may from time to time be in effect;
 - c) Shall provide Pandemic Physician Services in a competent, conscientious and professional manner and in any SHA hospital or agency as required to meet patient needs;
 - d) Shall be available to provide Pandemic Physician Services as outlined in Schedule A of this Agreement;
 - e) Acknowledge that The Physician is an independent contractor and not an employee of SHA for any purpose and that, as an independent contractor, is responsible for all costs incurred (without reimbursement by the SHA) in meeting the commitments of this Agreement including, but not limited to:
 - I. Membership and professional dues;

- II. Canadian Medical Protective Association (CMPA)insurance dues, or other equivalent professional liability insurance;
 - III. Income tax, Canada Pension, GST, PST, any penalties, or interest or other like obligations as or are may be required by the Physician by law;
 - IV. Overhead Costs associated with establishment, maintaining and operating any office/clinic space required by The Physician for the delivery of Pandemic Physician Services under this agreement, including any leasing cost, office supplies, information systems, equipment (including maintenance of computers and updates of software and hardware), and employees/agents. In the case where The Physician is redeployed to a physical location outside of the physician's usual practice location, the SHA will provide all space and associated overhead for that space at no cost to The Physician.
 - V. Costs associated with local transportation necessary to fulfill the duties;
 - VI. Benefit plans, disability insurance, life insurance or dental/extended health plans for The Physician; and
 - VII. Continuing medical education expenses, medical journals and transportation necessary for the fulfillment of responsibilities under this Agreement. In the case where the Physician is deployed as outlined in Schedule A and it is determined that skill enhancement or training is required to safely discharge the redeployment duties, the SHA will provide or pay for this skill enhancement or training.
- f) If The Physician is a Professional Corporation, The Physician agrees their Professional Corporation is a medical professional corporation registered under the *Medical Profession Act, 1981* (Saskatchewan) in the Province of Saskatchewan, and whose director holds a permit and license from the College of Physicians and Surgeons of Saskatchewan; or, alternatively, shall have Physicians serving on its behalf who shall be so qualified.
- g) The Physician acknowledges that, unless otherwise set out herein, he/she shall not make use of the SHA's facilities, personnel or equipment, or invoice the SHA for any time spent in performing any administrative functions with respect to the delivery of the Services, including but not limited to: scheduling, invoicing, attending continuing medical education courses, bookkeeping, accounting, banking and all other administrative functions that are in any way connected with or related to, The Physician's practice.
- h) The SHA agrees to give the Physician access to any patient record that is the joint trustee of the SHA which is necessary for the delivery of Physician Pandemic Services pursuant to this Agreement. The SHA also agrees, subject to privacy legislation, as well as any privacy and access to health information policies of the SHA, to give the Physician access, including the right to copy, any patient record in which the Physician has made an entry, or has caused an entry to be made. The SHA will maintain custody of SHA original records. The Physician shall maintain responsibilities under *The Health Information Protection Act* (Saskatchewan) to ensure it meets compliance with trustee requirements for any copies of SHA records obtained. This access and responsibility will survive the Term of this Agreement.
3. Where The Physician is not available, for any reason, to provide Pandemic Physician Services under this Agreement, The Physician shall first consult with the SHA to determine whether any days of work may be rescheduled in order to allow The Physician alternate times agreeable to both parties.

4. The term of this Agreement shall commence on April 6, 2020 and continue until June 30, 2020. Should the SHA require Physician Pandemic Services beyond June 30, 2020, the contract may be extended by mutual written agreement on a month to month basis without amendment to this agreement. This Agreement may be terminated prior to its expiry date, without cause, by either party providing 30 days written notice of termination to the other. This Agreement may be immediately terminated by either party a) where deployment as provided for in Schedule A is refused by The Physician, or b) where there is other material breach of a provision of this Agreement and where that breach is remediable and has not been remedied within 5 days from the date that written notice of the breach was provided to the offending party. This Agreement can be terminated for cause. Termination of this Agreement pursuant to this clause shall not trigger a right of appeal pursuant to section 6-4 of *The Provincial Health Authority Act*. This contract may be terminated by SHA with 14 days notice if the declaration of Pandemic is rescinded by the Chief Medical Health Officer of the, Government of Saskatchewan.
5. The parties covenant and agree to indemnify and save each other harmless from any liability, loss, damage or expense, including assessable legal fees, arising out of the negligent performance of their respective obligations under this agreement or by anyone for whom they are in law responsible. The parties hereto agree that they shall co-operate with each other in the defense of any such action, including providing each other with prompt notice of any such action and the provision of all material documentation. The parties further agree that they have the right to retain their own counsel to conduct a full defense of any such action. Additionally, SHA agrees to defend, indemnify and save harmless The Physician from all claims, complaints or similar actions brought about or arising from The Physician's good faith exercise of its administrative duties and responsibilities pursuant to this Agreement.
6. The parties expressly acknowledge and agree that it is their respective intention that, except as otherwise provided in this Agreement, disputes arising between them in the first instance be settled amicably. While parties undertake to seek amicable resolutions in all instances, nothing in this Clause, derogates from the rights or obligations of parties as provided throughout this Agreement. Where a dispute or differences of opinion in regard to interpretation of terms within this Agreement arise which cannot be resolved amicably by the parties on their own, the parties agree to undertake mediation or another form of alternative dispute resolution, other than arbitration using a mediator/facilitator acceptable to both parties. The costs of the mediator/facilitator shall be borne equally by both parties. Disputes or differences of opinion in regard to interpretation of terms within this Agreement which cannot be resolved amicably by the parties on their own or through the use of mediation or other forms of alternative dispute resolution shall be pursued in the Court of Queen's Bench.
7. This agreement shall inure to the benefit of and be binding upon the successors or assigns to the parties; and may only be assigned by the physician to his/her own professional corporation.

Schedule A - Description of Pandemic Physician Services

1. "Pandemic Physician Services" means physician services required to fulfill the duties and responsibilities that are within the scope of a competent <insert Family Physician or Specialist> physician holding privileges in the manner and in the geographic location reasonably directed by the SHA Chief Medical Officer or designate, which include:
 - a) an insured service within the meaning of *The Saskatchewan Medical Care Insurance Act*, provided by a Physician;
 - b) a service provided by a Physician, the cost of which would be paid for pursuant to *The Cancer Foundation Act*, or *The Saskatchewan Assistance Plan Supplementary Health Benefits Regulations*;
 - c) a service as assigned by the SHA through the established Emergency Operations Centre and Area Integrated Health Incident Command Centres;
 - d) services on an annualized basis as equivalent to 220 weekdays per 1.0 Full Time Equivalent (FTE) provided over 5 weekdays (A full week is defined as 10 half days, each between 4-5 hours per half day) of service unless directed otherwise as well as weekends, statutory holidays plus after-hours while on call per year. Services provided after hours (evening), on weekends and statutory holidays, are considered included in the weekly fee and the Physician shall neither invoice nor expect additional payment for such service.
 - e) Where appointed and agreed to, physician administrative/leadership pandemic services for SHA, as outlined where applicable in Schedule B.
2. As consideration for the Physician providing call coverage, the Physician may be eligible to receive payment in accordance with the rates, policies and administrative guidelines of the Saskatchewan provincial Specialist Emergency Coverage Program (SECP) for which funding and programs are approved and provided to the SHA from the Province, or Emergency Room Coverage Program (ERCP) for the amount of call coverage actually provided by the Physician. For clarity purposes, any SECP or ERCP call stipend received is in addition to the fee noted in section 1 of the Agreement. Where directed, The Physician is required to fully participate in providing clinical on call service in accordance with the yearly call rotation(s) (24 hours, 7 days a week, 52 weeks per year) required as reasonably determined by the SHA Area Department Lead or designate.
3. The Physician will not submit an account for payment to the Province or accept any payment from a Beneficiary or any party for any Pandemic Physician Service other than from the SHA for Services as outlined and as provided by Physician during the term of this Agreement. The Physician will not submit Medical Care Insurance ("MCI") billing codes nor shadow billing codes to the Medical Services Branch of the Ministry of Health with the exception of the ERCP stipend if applicable. The Physician agrees that the Medical Services Branch, Ministry of Health, will verify adherence to this requirement for audit purposes.
4. The Physician may accept and receive any third party billings for services provided by the Physician during the term of this Agreement as long as the services are in addition to the days contracted by this Agreement.
5. The Physician agrees that SHA has the right to deploy The Physician to provide Pandemic Physician Services while considering The Physician's competencies, skills and preference for location and area of practice.

6. Where The Physician is deployed to a location outside of their home community, the SHA policies and terms and conditions of out of scope staff will be applied to situations where temporary travel and accommodations outside of the local community are necessary for the Pandemic Physician Services.
7. The Physician will submit an invoice for payment on the provided template to the identified area contact, on monthly basis.