

**PHYSICIAN GROUP SHORT TERM SERVICE CONTRACT
(COVID-19 VACCINATION CLINICS)**

BETWEEN:

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

(Each is individually a “**Physician**” and collectively all
are referred to as the “**Physicians**”)

AND:

VANCOUVER COASTAL HEALTH AUTHORITY

(“**VCH**”)

WHEREAS additional physician resources are needed to support the administration of
the COVID-19 vaccination; and

WHEREAS the Physicians wish to contract with VCH and VCH wishes to contract with
the Physicians on a short-term basis to provide clinical and clinical administrative services as
specifically described in Appendix 1 (the “**Services**”) 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
Physician and VCH agree as follows:

ARTICLE 1 – TERM, RENEWAL & TERMINATION

- 1.1 This Contract will be in effect from **March 8, 2021** to **December 31, 2021**
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 Physicians (collectively) or VCH may terminate this Contract without cause
upon two (2) calendar days’ written notice to the other, or immediately upon written
notice if the other breaches a fundamental term of this Contract.

- 1.4 Subject to clause 1.3 and without affecting the rights and obligations of the remaining Physicians:
- (a) each Physician has the separate and distinct right to terminate the Contract as between that Physician and VCH without cause upon two (2) calendar days'
 - (b) written notice to VCH, with an information copy of such notice to the remaining Physicians; and
 - (c) VCH may terminate the Contract as between VCH and any individual Physician without cause upon two (2) calendar days' written notice to that Physician, with an information copy of such notice to the remaining Physicians.
- 1.5 Each Physician or VCH may terminate the Contract as between that Physician and VCH immediately upon written notice if the other breaches a fundamental term of this Contract.

ARTICLE 2 – RELATIONSHIP OF PARTIES

- 2.1 Each Physician is an independent contractor to VCH and not the servant, employee, or agent of VCH. No employment relationship is created by this Contract or by the provision of the Services to VCH by the Physician. No partnership relationship between the Physicians is created by this Contract or by the provision of the Services to VCH by the Physicians. None of the Physicians intends to carry on a business with a view to profit with the other Physicians in respect of the Services.
- 2.2 Each 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 liability of the Physicians for payments referred to in clause 2.2 is several and not joint.
- 2.4 Each Physician agrees to indemnify VCH 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 Physicians' 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 Each Physician will provide the Services in accordance with applicable standards of law, professional ethics and medical practice and any VCH policies, by-laws or rules and regulations that are not inconsistent with or represent a material change to the terms of this Contract.
- 3.2 During the Term, each Physician will maintain:
- 3.2.1 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;
 - 3.2.2 Enrolment in the Medical Services Plan;
 - 3.2.3 Membership with the Canadian Medical Protection Association or alternative professional/malpractice protection plan; and
 - 3.2.4 All other licenses, qualifications, privileges and credentials required to deliver the Services.

ARTICLE 4 - UNINCORPORATED GROUPS

- 4.1 As the Services are provided under this Contract by multiple Physicians, each Physician will be party to, and bound by, this Contract.
- 4.2 Where a notice under any term of this Contract is to be given to all or some of the Physicians, it will be given to the Physicians at the address(es) provided at Appendix 3.
- 4.3 Any replacement physician or new physician that the Physicians propose to add will be subject to approval by VCH in accordance with its normal policies, by-laws, and rules. Such approval will not be unreasonably withheld.
- 4.4 In order to add any new physician to this Contract, who is not an initial signatory to this Contract, VCH and the new physician will sign an acknowledgement and agreement in the form set out in Appendix 4 ("**New Physician – Agreement to Join**"), agreeing that the new physician will become party to and bound by the terms of this Contract.

ARTICLE 5 – SERVICES AND COMPENSATION

- 5.1 The Physicians will provide the Services as set out in Appendix 1 and VCH will pay the Physicians for the provision of the Services in accordance with Appendix 1.

ARTICLE 6 – WAIVER/ASSIGNMENT

- 6.1 Unless specified otherwise, each Physician must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. The Physician may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:
- a) Billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
 - b) Billings for non-insured Services, excluding medical/legal 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 who MSP may seek payment from another Canadian province under a reciprocal payment arrangement.
- 6.2 Each Physician will sign a waiver in the form attached hereto as Appendix 2 and such other documentation in connection with such waiver as may be reasonably required.

ARTICLE 7 – REPORTING

- 7.1 Each Physician shall complete and submit to VCH reports which may include hours reports or encounter reports, as reasonably required by the Ministry of Health or VCH and in particular:
- 7.1.1 The invoice at Appendix 1A and;
 - 7.1.2 For each shift the Services are provided, each Physician will enter into Teleplan the \$0 encounter code 96995 (clinical shift code), along with the information (i.e. mandatory Teleplan fields) for one patient seen during the shift, and the start and end time for the Services provided. The ICD-9 Code for COVID-19 vaccination is C19.

ARTICLE 8 – NOTICES

- 8.1 Any notice, report, or any or all of the documents that either the Physicians or VCH 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:
- 8.1.1 If mailed by prepaid double registered mail to the addressee's address listed below or in Appendix 3 (as applicable), on date of confirmation of delivery; or
 - 8.1.2 If delivered by hand to the addressee's address listed below or in Appendix 3 (as applicable), on the date of such personal delivery; or
 - 8.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 8 or in Appendix 3 (as applicable).
- 8.2 Each Physician and VCH must give notice to the other of a change of address.
- 8.3 Address and e-mail address of VCH:
- | | |
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| Dr. Chad Kim Sing
Associate Vice President, Medicine,
Quality & Safety
Vancouver Coastal Health
Email: Chad.KimSing@vch.ca | Physician Relations & Compensation
Vancouver Coastal Health Authority
11 th Floor, 601 W. Broadway
Vancouver, BC V5Z 4C2
Email: physiciancontracts@vch.ca |
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Address and e-mail address of the individual Physicians – see Appendix 3

ARTICLE 9 - PHYSICIANS AS PROFESSIONAL MEDICAL CORPORATIONS

- 9.1 Where a Physician is a professional medical corporation:
- 9.1.1 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;
 - 9.1.2 VCH 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
 - 9.1.3 For clarity, all remuneration for the Services will be paid to the professional medical corporation.

Dated for reference this ____ day of _____ 2021.

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

Dr. Chad Kim Sing
Associate Vice President, Medicine, Quality & Safety

Signed and Delivered by the Physician:
[Sign here if you are a Physician who is not incorporated]

Dr.

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

Corporation

Authorized Signatory

APPENDIX 1

SERVICES AND COMPENSATION

1. The Physicians shall provide the following Services in accordance with a schedule established by the Physicians and VCH:
 - a) Administer COVID-19 immunization for all VCH Medical Staff, frontline care workers, and/or at those vaccination clinics within VCH.
 - b) Any additional vaccination or immunization services as agreed to by the Physicians and VCH
2. VCH shall pay each Physician monthly at the rate of **\$145.65 per hour**, upon receipt of an invoice for Services actually provided as set out at Appendix 1A.
3. All invoices for Services provided under this Contract must identify by date the hours for which payment is claimed and be submitted to VCH within 30 days following the end of the month during which the Services were provided.

APPENDIX 1A

INVOICE

The Physicians shall use the sign-in sheets at each vaccination clinic to indicate their hours worked. Payment will be based on these.

APPENDIX 2

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

All capitalized terms herein have the meaning given to them in the Contract between the undersigned and Vancouver Coastal Health Authority effective **March 8, 2021**.

The Physician acknowledges that the payments paid to the Physician by VCH for the Services provided under the terms of the Contract are payments in full for those Services and the Physician will make no other claim for those Services.

The Physician will not retain and hereby waives any and all rights the Physician has to receive any fee for service payments from the Medical Services Plan or third parties with respect to such Services.

Physician/Corporation Name	MSP #	Signature	Date

APPENDIX 3

PHYSICIAN NAMES AND CONTACT INFORMATION

Name	Address	E-Mail Address

APPENDIX 4

NEW PHYSICIAN AGREEMENT TO JOIN

("New Physician - Agreement to Join")

Re: **Short Term Service Contract; COVID Vaccination Clinics contract dated _____, 2021 (the "Contract") between the Agency 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 Physician - Agreement to Join.**

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

1. VCH confirms that the Physicians wish to add Dr. _____ (the "New Physician") as a "Physician" under the Contract to provide Services to VCH under the terms of the Contract.
2. The New Physician acknowledges having received a copy of the Contract and hereby agrees with VCH that the New Physician will be bound by, and will comply with, all of the terms and conditions of the Contract as a "Physician". The New Physician acknowledges that all payments for Services under the Contract will be made by the Agency to the Physicians as provided in the Contract. [*The New Physician confirms that Dr. _____ is the "Physician Owner" for the New Physician*]
3. The New Physician confirms that notices to the Physicians will be delivered as set out in Article 9 of the Contract. The address for notice for the New Physician is:
4. VCH's agreement to the New Physician joining is subject to the New Physician meeting all credentialing, licensing and other qualifications set out in the Contract (if not already met).
5. The addition of the New Physician to the Contract is effective on the date that the New Physician signatory actually commences providing Services under the Contract.
6. All capitalized terms used in this New Physician – Agreement to Join and not otherwise defined will have the meaning given to them in the Contract. This New Physician – Agreement to Join may be executed in multiple counterparts and all such counterparts will constitute one and the same agreement.

Dated at _____, British Columbia as of the _____ day of _____, 20 ____.

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

Signed and Delivered On behalf of VCH:

<INSERT AUTHORIZED SIGNATORY>
<INSERT TITLE>

Signed and Delivered on behalf of the New Physician:

Dr. <INSERT PHYSICIAN NAME>

or

[] Inc.

Authorized Signatory