

AGREEMENT FOR PROVISION OF CLINICAL AND MEDICAL SERVICES

THIS AGREEMENT made effective as of this _____ day of _____ , _____

BETWEEN:

MOOSE MOUNTAIN HEALTH CARE CORP.
(hereinafter referred to as "MMHCC")

- and -

****Name of Physician/Contractor****
(hereinafter referred to as "Contractor")

WHEREAS the "MMHCC" is the managing authority for the Arcola Family Health Clinic and intends to provide for Physician services in the primary clinic and in the surrounding communities; and

WHEREAS the Contractor agrees to enter into this agreement for the provision of services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

1.0 DEFINITIONS

Unless otherwise provided herein the following terms and expressions shall have the meanings assigned to them below:

- a) "Agreement" means the this agreement and the attached schedules.
- b) "beneficiary" means a beneficiary pursuant to the meaning within *The Saskatchewan Medical Care Insurance Act*.
- c) "community" means the people, facilities and the geographical area deemed to be the principal beneficiaries of health care as provided, in part, by the health care services pursuant to this agreement and whom, along with the governing bodies and agencies thereof, have a vested interest in establishing and preserving accessible local primary health care services.
- d) "outpost" means a facility within the community, as defined herein, entitled to the attendance of the physician as may be reasonably provided subject to aggregate available physician services.
- e) "Head of Physicians" means a position held by a physician acting on behalf of and representing all physicians with respect to coordinating duties and responsibilities and as liaison between the physicians, the administrative staff and MMHCC.
- f) "payment schedule" means the rates of payment prescribed pursuant to The Saskatchewan Medical Care Insurance Act in respect of insured services provided to beneficiaries by the physician.

- g) "physician" means a duly qualified medical practitioner who is licensed to practice medicine in Saskatchewan by the College of Physicians and Surgeons of Saskatchewan.
- h) "*physician service*" means:
 - (i) an insured service within the meaning of *The Saskatchewan Medical Care Insurance Act* provided to a beneficiary by a physician; and
 - (ii) a service provided by a physician for an individual or agency such as SGI, WCB, or services provided to an out of province individual or agency, or provided under specific authority granted to the physician as required by agencies such as MOT, RCMP, or for services provided and not insured by the Province.
- i) "primary clinic" means the Arcola Family Health Clinic.
- j) "primary health services" means serviced provided at the first point of contact to address the primary health needs of individuals and communities. Such services shall encompass preventative, promotive, curative, supportive and rehabilitative services and shall, in conjunction with and as provided by the wider range of available health care services and providers, serve to enhance people's physical, emotional and spiritual well being;
- k) "Province" means the province of Saskatchewan as represented by the Minister of Health and it's administrative bodies.
- l) "Regional Health Authority" ("RHA") means the applicable health authority as established pursuant to the Regional Health Services Act.

2.00 GENERAL

- 2.01 The Contractor must be a duly qualified medical practitioner licensed to practice medicine in Saskatchewan by the College of Physicians and Surgeons of Saskatchewan
- 2.02 The Contractor will not under any circumstances be deemed an employee of MMHCC but is an independent contractor providing the services, and for consideration of the benefits and remuneration, as set forth herein.
- 2.03 Confidentiality will be acknowledged and respected among and between all parties to the Agreement.
- 2.04 The Contractor will have full access to the primary clinic. The primary clinic will remain fully functional, equipped and staffed and with no cost to the Contractor at anytime whatsoever.
- 2.05 The parties agree to meet monthly, collaboratively and collectively with the objectives of providing for and promoting;
 - a) continued and improved health services.
 - b) a healthy environment in which physicians and health care workers practice.
 - c) cooperation with and among other health care providers and facilities.
 - d) initiatives for recruitment as and when necessary.
 - e) effective and efficient function and operation of the primary clinic.
- 2.06 The Contractor will be solely responsible for all fees for licensing and compliance including Canadian Medical Protective Association insurance, CMA membership, College of Physicians and Surgeons of Saskatchewan licensing & SMA membership.

- 2.07 The Contractor shall be solely responsible for the remittance for income tax, CPP, WCB and such like obligations as may be required of the Contractor by law. Contractor shall indemnify MMHCC from any liability which it may incur for any failure of compliance to that effect. Other than time away and leave granted as provided herein, the Contractor will not accrue any rights to vacation, vacation pay, or any other benefit that might apply under any legislation pertaining to employees.
- 2.08 The Contractor shall be solely responsible for costs associated with sick leave, disability, life insurance, dental/medical insurance and any such benefits that it should choose to secure on its own behalf.
- 2.09 The Contractor shall be responsible for transportation and the associated costs that are necessary to enable fulfillment of the obligations and responsibilities of the Contractor under this agreement, however, for travel to outposts and other health care facilities as required for the fulfillment of the obligations herein, the Contractor will be reimbursed for ordinary private vehicle usage in accordance with the current rate provided for in the Saskatchewan Public Service Commission Human Resource Manual, Travel Allowance Appendix, PS 601-A.
- 2.10 The Contractor agrees to cooperate and collaborate with any other physician acting as "Head of Physicians" and agrees that it may be requested to accept this position from time to time and shall not unreasonably decline such request.
- 2.11 The parties covenant and agree to indemnify and save harmless, each the other, from any liability, loss, damages or expense, including assessable legal fees, arising out of the negligent performance of their practice, duties or respective obligation herein. The parties hereto agree that they shall cooperate with each other in defense of any such action, including providing each other with prompt notice of any such action and providing each other with all material documentation. The parties further agree that each has the right to retain their own counsel in defense of any such action.
- 2.12 The Contractor may only enter into any other arrangement for the provision of professional services with another party provided that such arrangement in no way interferes with the ability of the Contractor to fulfill its obligation herein.

3.0 PROVISION OF SERVICE

- 3.01 Unless consent is provided in writing by MMHCC, such consent not to be unreasonably withheld, only ****Name of Physician/Contractor**** will provide physician services on behalf of the Contractor and always in accordance with the provisions herein and any other physician providing services on its behalf must meet all of the requirements and qualifications as set forth herein.
- 3.02 The Contractor agrees that it will become familiar with and adhere to the policies set forth in the Clinic Policy Manual.
- 3.03 Subject to availability of physician attendance, the primary clinic will be open a minimum of 7 hours each day, Monday to Friday, 230 - 260 days per year, recognized provincial and national holidays excepted. Notwithstanding clauses 3.08 and 3.09 herein, it is understood that the priority will be to ensure that adequate physician services are provided at the primary clinic.
- 3.04 It is agreed between the parties that the Contractor shall provide physician service for or a minimum of 220 full days during each year of the term of this Agreement with typical hours of service as described in Clause 3.00 of Schedule "A" attached hereto.

- 3.05 The Contractor will provide "On Call" service not more frequently than every third day and not more frequently than every third weekend or as mutually and beneficially agreed between the parties and between any other physician(s) obligated to provide such service.
- 3.06 It is agreed between the parties that any request for leave by the Contractor can only be approved by MMHCC or someone duly authorized on its behalf and other than in the case of a critical personal or family situation or emergency, written notice of any request for eligible leave must be submitted to MMHCC by the 25th day of the second month preceding the month during which leave is being requested and consent for such request for leave shall not be unreasonably withheld.
- 3.07 It is agreed between the parties that if, without prior consent pursuant to clause 3.06 herein, the Contractor fails to provide service or provides less than a full day of service at the primary clinic or an outpost on any day for which the Contractor has agreed to or is scheduled to provide service, it will constitute a breach of the provisions of this Agreement and as remedy MMHCC may at its discretion reduce any proceeds owed to the Contractor by a minimum of the equivalent of one-half (1/2 day) of remuneration up to a maximum of the equivalent of one full day of remuneration. Providing "less than a full day of service" includes arriving late for, or leaving early from, scheduled clinic days.
- 3.08 The Contractor will deliver service to special care homes in the community at least once weekly for each facility as is possible and as mutually and beneficially agreed between the parties and between any other physician(s) obligated to provide such service.
- 3.09 The Contractor will deliver service to the outposts described in Schedule "A" and as required and as is possible subject to adequate aggregate physician services and as mutually and beneficially agreed between the parties and between any other physician(s) obligated to provide such service.

4.00 BILLING AND RECORDS

- 4.01 The Contractor agrees to practice as if it was providing service under the "fee for service" billing arrangement but agrees that MMHCC is entitled to all proceeds from "fee for service billing" and unless otherwise provided herein the Contractor will not independently bill or receive payment for same, including billing and payment from any "third party" such as SGI and WCB or for service provided for agencies out of province or for any services rendered and not insured/covered by the Province of Saskatchewan.
- 4.02 Notwithstanding clause 4.01 the parties agree that the Contractor may independently bill and accept payment for services provided to individuals or agencies where the provision of such services requires that the Contractor have specific training, qualifications or certification in order to provide such services as might be required by RCMP or Transport Canada for Canadian Medical Aviation Examiners or for provision of services in the capacity of a coroner.
- 4.03 In return for fulfilling the obligations set forth herein the Contractor shall be entitled to the benefits and remuneration as set forth in Schedule "A" attached hereto.
- 4.04 Subject to meeting the requirements of the Program as determined by the Provincial Ministry of Health The Contractor is eligible for incentives offered by the Ministry through the Family Physician Comprehensive Care Program (FRCCP).

- 4.05 The Contractor is responsible for and will ensure that complete and accurate medical and billing records are provided for and will cooperate and collaborate with clinic staff to ensure timely and efficient handling and administering of same.
- 4.06 The parties acknowledge that all records created, amended or modified during the fulfillment and course of this Agreement shall remain with the primary clinic or with the relevant facility or authority and that the Contractor will have no proprietary rights to any records and nor shall any records be removed other than as required for the provision of care. The Contractor reserves the right to copy in entirety any medical records that were generated or added to, during the term of this Agreement.

5.00 TERM, TERMINATION, BREACH & RENEWAL

- 5.01 Subject to other provisions of this Agreement, the term of the Agreement is indicated in Schedule "A" attached hereto.
- 5.02 The parties agree to begin negotiations for the renewal/extension of the Agreement 90 days prior to the expiry date of the agreement. Either party may give written notice during this period that it does not wish to continue negotiations and the agreement shall terminate on the latter of the expiry date or 90 days after delivery of such notice. If at the termination date of the current Agreement, the parties have not reached an agreement for renewal or extension and both agree to continue negotiations, it is agreed that this Agreement will be extended for 90 days. This Agreement may be terminated by either party prior to the termination date by the service of 90 days written notice.
- 5.03 Notwithstanding the aforementioned, this Agreement may be immediately terminated by either party where there is material breach of the provisions of the Agreement and the breach has not been remedied within 30 days of the offending party having been given written notice.
- 5.04 MMHCC may terminate this Agreement without notice if for any reason as determined by any applicable regulatory authority the Contractor's license to practice medicine is suspended or revoked for a period longer than 30 days.
- 5.05 The Contractor will provide 90 days notice of its intention to terminate this Agreement for any reason whatsoever and if there has been no material breach on the part of MMHCC, then the Contractor will refund in cash the equivalent of all incentives offered and provided by MMHCC and by any affiliates of MMHCC to the Contractor for entering into this Agreement including but not limited to cash incentives, provision of vehicle incentives and residential housing incentives.

6.00 ENTIRE AGREEMENT

- 6.01 This Agreement constitutes the entire Agreement and supercedes any prior Agreement or provisions thereof.
- 6.02 This agreement may only be assigned by either party with the written consent of the non-assigning party, which consent shall not be unreasonable withheld.
- 6.03 This Agreement shall be construed and interpreted according to laws in the Province of Saskatchewan and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of Saskatchewan with respect to any matter arising from this Agreement.

6.04 No modification, amendment or waiver of any of the terms or provisions herein will be valid unless written so and signed by all parties. Any written notice required by this Agreement or to be delivered pursuant to this Agreement shall be delivered personally or by registered mail to:

MMHCC

****Name of Physician/Contractor****

PO Box 479

Arcola, SK. S0C 0G0

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

MOOSE MOUNTAIN HEALTH CARE CORP.

Per

Per

(Name of Contractor/Corporation)

****Name of Physician/Contractor****

Per

This is the execution page to an **AGREEMENT FOR PROVISION OF CLINICAL AND MEDICAL SERVICES** dated _____ between **MMHCC** and ****Name of Physician/Contractor****

SCHEDULE "A"
BENEFITS AND REMUNERATION

Attached to and forming part of an **AGREEMENT FOR PROVISION OF CLINICAL AND MEDICAL SERVICES** dated ____ between **MMHCC** and ****Name of Physician/Contractor****.

In the event of any conflict between the terms stated in this Schedule and the terms stated in the within Agreement, the terms stated in this Schedule shall prevail.

1.00 TERM

- 1.01 This Agreement will be effective for a term of _____ years effective the date first written on page 1 hereof and expiring midnight of the last day of the 36th month, following and inclusive of the month in which the agreement first became effective.
- 1.02 This Agreement may be renewed, extended or terminated in accordance with and subject to the provisions set forth in section 5 in the main body of the Agreement hereof.

2.00 BENEFITS AND REMUNERATION

- 2.01 For fulfillment of the obligations herein set forth in the Agreement the Contractor shall receive consideration as follows;
 - a) (i) First (1st) year: \$000,000.00, periodic payment to based on the equivalent of \$000.00 per day.
 - (ii) Second (2nd) year: \$000,000.00, periodic payment to based on the equivalent of \$000.00 per day.
 - (iii) Third (3rd) year: \$000,000.00, periodic payment to based on the equivalent of \$000.00 per day.
 - b) (i) For each weekday of "on-call" service provided (17:00 - 08:00); \$000.00 dollars.
 - (ii) For each 24 hour period of weekend or statutory holiday "on-call" service provided; \$000.00 dollars.
- 2.02 Provided that the Contractor has submitted a true and accurate account of time and days worked by the end of the last day of a pay period, MMHCC will provide remuneration for that pay period by the end of business on the following Thursday.

3.00 PROVISION OF SERVICE

- 3.01 The Contractor agrees to provide typical daily and hours of services as follows:
 - a) Primary Clinic: 8:00 a.m. to 12:00 pm, 1:00 p.m. to 5:00 p.m.; Firsts patient booking at 9:00 a.m., last patient booking at 4:30 p.m.; Hospital rounds typically between 8:00 a.m. and 9:00 a.m.
 - b) Outpost Clinics: First booking at 10:00 a.m., last patient booking at 4:00 p.m..
- 3.02 The Contractor agrees to provide physician services at the following outpost clinics, the location of which may be amended from time to time at the discretion of MMHCC; Stoughton, Lampman, White Bear FN, Wawota.

3.00 INCENTIVE

- 3.01 During the term of this Agreement, if the proceeds from fee for service billing generated by the Contractor during any year of the contract exceed the total basic remuneration or exceed the amount that the Contractor would receive for having provided the minimum number of days of service provided for herein, including remuneration for "on call" received by the Contractor during the same period, the Contractor shall receive additional remuneration in an amount equal to 60% of such excess. MMHCC shall be entitled to the remaining 40% of the proceeds from such excess.