**BETWEEN:**

**SASKATCHEWAN HEALTH AUTHORITY**

(hereinafter referred to as the “SHA”)

AND

**DR.**

(hereinafter referred to as the “Physician”)

**WHEREAS:**

1. SHA desires to maintain and enhance the availability and provision of Physician Services to Beneficiaries within the SHA.
2. The Province of Saskatchewan is willing to provide funding to the SHA for the provision of Physician Services.
3. SHA intends to engage the Physician to provide Physician Services and the Physician is willing to accept such an engagement, upon the terms set out in the Agreement.

**NOW THEREFORE** the parties agree as follows:

1. **DEFINITIONS**

In this Agreement, unless the context suggests otherwise:

* 1. “Agreement” means this Agreement including all Schedules listed below, each as amended from time to time as provided by this Agreement:
     1. Schedule A - Physician Services & Professional Deliverables
     2. Schedule B – Procedures for Payment & Scheduling
  2. “Beneficiary” means a beneficiary within the meaning of *The Saskatchewan Medical Care Insurance Act,* Saskatchewan Assistance Plan Supplementary Health Benefits Regulations, out-of-province reciprocal billing agreements and *The Cancer Foundation Act*.
  3. “College” means the College of Physicians and Surgeons of Saskatchewan.
  4. “Physician” means the physician is a duly qualified medical practitioner licensed to practice medicine in Saskatchewan by the College of Physicians and Surgeons of Saskatchewan.
  5. ”Physician Service” means:
     1. an insured service within the meaning of *The Saskatchewan Medical Care Insurance Act* provided to a Beneficiary by a physician;
     2. 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; and
     3. The services outlined in Schedule A.
  6. “Province” means the Province of Saskatchewan as represented by the Minister of Health.
  7. “SHA” shall mean the Saskatchewan Health Authority as established pursuant to *The Provincial Health Services Act*.

1. **SERVICES CONTRACTED**
   1. SHA agrees to engage the Physician to provide Physician Services in accordance with the terms and conditions of this Agreement and as outlined in Schedule A.
   2. The Physician, as an independent contractor agrees to provide, in a competent, conscientious and professional manner, all those services which are required to fulfill the duties and responsibilities as a Physician as further outlined in this Agreement.
   3. The Physician may enter into contractual arrangements with third parties provided they do not interfere or conflict with the Physician’s obligations in accordance with this Agreement.
   4. The parties agree that it is the responsibility and obligation of the Physician to pay all costs incurred by the Physician in providing Physician Services, including, but not limited to:
      1. Membership dues and professional fees;
      2. Canadian Medical Protective Association membership or other equivalent liability insurance;
      3. Overhead costs associated with establishment and maintenance of any office required by the Physician for matters of medical practice, administration or education, including any medical supplies, office supplies, information systems, equipment (including maintenance of computers and updates of software and hardware), and employees/agents/support staff, billing services, leased space, tools and equipment for the delivery of Physician Services.
      4. Continuing Medical Education expenses, medical journals and medical handbooks;
      5. Transportation necessary for the fulfillment of responsibilities under this Agreement; and
      6. Benefit plans, including pension, disability insurance, life insurance or dental/extended health plans for the Physician.
   5. The Physician acknowledges that, unless otherwise set out, agreed or discussed herein, the Physician shall not make use of any 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 Physician Services, including, but not limited to: scheduling, invoicing, arranging for replacement physicians, 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.
2. **SERVICE CONDITIONS**
   1. The obligations of SHA in this Agreement are conditional on the following:
      1. The Physician is duly qualified to practice medicine in the Province of Saskatchewan and shall maintain licensure in good standing with the College and membership with the Canadian Medical Protective Association and demonstrate proof of such upon request of SHA; and
      2. The Physician agrees to maintain good standing with the most recent SHA Practitioner Staff Bylaws which outline the expectations of the practitioner staff.
   2. The Physician shall not sub-contract or assign, in whole or in part, any of the Physician’s obligations and duties under this Agreement, without prior written consent of the SHA.
   3. Where the Physician will not be available, for any reason, to provide the Physician Services, they shall provide written notice to their Area Department Lead and Practitioner Staff Affairs as soon as possible and no less than 30 days (unless in the event of sudden, unexpected illness) before the scheduled shift where the Physician was scheduled to provide Physician Services. The Physician’s remuneration as outlined in Schedule B will be adjusted accordingly.
   4. Throughout the Term of this Agreement, the Physician shall:
      1. Comply with all the applicable provincial and federal legislation and regulations as they relate to this Agreement;
      2. Provide the Physician Services in a competent, conscientious and professional manner;
      3. Immediately notify the SHA of:
         1. Any limitation, restriction, suspensions or revocation of the Physician’s license by the College which will prevent the Physician from providing Physician Services;
         2. Any criminal proceedings or convictions involving the Physician which may impact the Physician’s ability to practice and/or provide Physician Services;
         3. In the event the Physician fails to meet the requirements outlined in Article 3.1.
   5. The Physician agrees to hold confidential and shall not divulge or disclose information or records in respect of the operations or affairs of SHA, its employees or clients. The Physician takes full responsibility for breaches of confidentiality committed by the Physician.
3. **PAYMENT CONDITIONS**
   1. In consideration of providing the Physician Services, the SHA agrees to pay the Physician pursuant to Schedule B.
4. **TERM OF AGREEMENT**
   1. The term of this Agreement shall be from [start day/month/year] (the “Effective Date”) and shall continue until [end day/month/year] (the   
      “Term”).

**6. TERMINATION**

6.1 Notwithstanding the above, this Agreement may be terminated, without cause, by any party providing 90 days written notice to the other party.

6.2 This Agreement may be terminated at any time by the non-offending party for a breach of this Agreement that remains uncorrected for 10 days as specified in a written notice of the breach provided by the non-offending party to the offending party.

6.3 This Agreement can be terminated by the SHA immediately for cause. For the purposes of this Agreement, cause shall be deemed to include, but not restricted to, the following:

* + 1. The Physician is not at all times licensed to provide Physician Services with the College;
    2. The Physician is no longer able to legally provide the Physician Services in Saskatchewan;
    3. The Physician does not maintain membership in the Canadian Medical Protective Association or hold other equivalent professional liability insurance;
    4. The Physician has committed an act of professional misconduct as determined by the SHA’s acting reasonably;
    5. The Physician commits any act or do anything which might reasonably be considered:

1. immoral, deceptive, scandalous or obscene; or
2. to injure, tarnish, damage or otherwise negatively affect the SHA and/or the reputation associated with the SHA;
   * 1. The Physician fails to retain privileges to provide Physician Services within the SHA; or
     2. There is mutual agreement of both parties to this Agreement.
3. **INDEMNIFICATION**
   1. 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 defence of any such action, including providing each other with prompt notice of any 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 defence of any such action.
   2. The Physician is solely responsible to make necessary reports, withhold, remit or otherwise pay any taxes or like obligations, including but not limited to source deductions, income tax, Canada Pension, GST, PST, Worker’s compensation, any penalties or interest and other like obligations as are or may be required of the Physician according to law, in respect of the services rendered by the Physician under this Agreement. The Physician shall indemnify SHA for any liability which may be incurred due to the Physician’s failure to make any such remittances, reports or payments.
   3. The obligations under this Article 7 shall survive the termination or expiry of this Agreement.
4. **RELATIONSHIP OF PARTIES**

8.1 The parties agree that the Physician shall provide the Physician Services to SHA as set out in this Agreement. In doing so, the Physician shall be responsible for the Physician Services provided to patients and shall have control and discretion as to the provision of Physician Services, including the methods by which the Physician Services are provided and scheduled; provided only that such Physician Services shall at all times be rendered in accordance with the Practitioner Staff Bylaws applicable to all physicians.

* 1. The parties acknowledge and agree that the Physician is an independent medical practitioner and, in providing Physician Services to SHA under this Agreement, the Physician is an independent contractor and the Physician shall not be deemed to be an employee of SHA for any purpose. Nothing herein shall constitute the Physician as an agent, partner, or co-venturer of SHA, and the Physician has no authority to bind SHA to any contract, obligation, or undertaking unless specifically authorized by SHA in writing.
  2. SHA agrees to give the Physician access to any patient record that is the property of SHA which is necessary for the delivery of Physician Services. SHA also agrees, subject to applicable privacy legislation, to give the physician unimpeded access, including the right to copy, any patient record in which the Physician has made an entry.
  3. The Physician is not eligible to contribute to or benefit from any superannuation, annuity or pension, group life, long-term disability plan, or other benefit plan administered by SHA with respect to any Physician Services provided under this Agreement.
  4. SHA shall provide reasonable access to SHA’s equipment and personnel for the purpose of assisting the Physician in the provision of Physician Services pursuant to this Agreement.
  5. The Physician shall not during the Term accrue any rights to a paid vacation, or payment in lieu thereof, and the Physician acknowledges that, as an independent contractor, the Physician will not acquire any rights or benefits under any legislation pertaining to employees.

1. **DISPUTE RESOLUTION PROCESS**
   1. The parties agree to make best efforts between them to resolve any disputes that relate to the terms and conditions of this Agreement. If such best efforts are unsuccessful in resolving any such dispute, the parties will appoint a mediator by mutual agreement for the purpose of dealing with the dispute. If the parties are unable to resolve the dispute by the use of a mediator, the parties will appoint a single arbitrator by mutual agreement for the purpose of dealing with the dispute. If the parties are unable to agree on a single arbitrator, then the party initiating the dispute may apply to Court of King’s Bench of Saskatchewan for the appointment of an arbitrator. The provisions of *The Arbitration Act, 1992* (Saskatchewan) shall apply.
   2. If a dispute arises, the parties agree that, unless otherwise stated in this Agreement, they shall continue to perform their respective obligations under this Agreement until such time as the dispute has been resolved or adjudicated or such obligation has expired by reason of the termination or expiry of this Agreement.
2. **GENERAL**

10.1 All matters pertaining to appointment and reappointment to the practitioner staff including suspension or termination, the granting, amendment, suspension or revocation of privileges as well as matters regarding the conduct subject to discipline shall be subject to the processes and procedures defined within the Practitioner Staff Bylaws of the SHA.

10.2 Any written notice required by this Agreement may be delivered personally, by registered mail, or by regular mail to:

the SHA at:

Saskatchewan Health Authority

Practitioner Staff Affairs, \_\_\_\_\_\_\_ Area

ADDRESS

Attention: Director, Practitioner Staff Affairs

the Physician at:

Physician Name

Corporation Name, if applicable

Physician Address

Either party may change its/his address by giving written notice to the other. Where notice ­is remitted by regular mail, it shall be deemed to have been delivered to the other party five days following mailing.

* 1. This Agreement may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. This Agreement will be considered to be fully executed when each Party has executed an identical counterpart, notwithstanding that all signatures might not appear on the same counterpart. Delivery of executed counterparts by the Parties, including by electronic means, shall be deemed to be proper execution of this Agreement.
  2. No modification or waiver of any of the terms herein shall be valid unless in writing and signed by each of the parties hereto. No waiver of any breach or default of this Agreement shall be deemed a waiver of any subsequent breach or default of a similar nature.
  3. This Agreement makes up the entire agreement between the parties and supersedes all prior contracts, negotiations and understandings.
  4. The division of this Agreement into parts and sections and the heading of each part or section is for convenience of reference and shall not affect the construction or interpretation of this Agreement.
  5. This Agreement shall be governed by and interpreted in accordance with the laws in effect in the Province of Saskatchewan.
  6. All provisions of the Agreement shall be treated as separate and distinct, and if any provision thereof is declared invalid or is not otherwise legally enforceable, the other provisions shall nonetheless remain in full force and enforceable. For the purposes of this Agreement, a “provision” shall include, but not be limited to, a paragraph, a sentence or any part of a sentence.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the parties:

**SASKATCHEWAN HEALTH AUTHORITY**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rod MacKenzie Date

Executive Director, Provincial Programs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Date

**SCHEDULE A**

**PHYSICIAN SERVICES AND PROFESSIONAL ACCOUNTABILITIES**

* 1. The Physician agrees to provide those Physician Services related specifically to the practice of Virtual Physician – Emergency Room in accordance with their training and SHA privileges.
  2. The Physician will provide Physician Services to the SHA for \_\_\_\_ hours/days of Physician Services of which the typical hours would be 7 days a week, 0800-1600, 1600-2400, 0000-0800 (the “Minimum Service Requirement”). The Physician acknowledges and agrees that there may be adjustments to the schedule that may warrant less or more hours on certain days.
  3. In scheduling the days and weeks during which the Physician will be providing Physician Services, the Physician agrees to do so in consultation and collaboration with the other members of the Virtual Physician – Emergency Room physician group and the role of the multi-disciplinary health care team in the provision of Physician Services.
  4. As part of the provision of Physician Services, the Physician agrees:
     1. that all Physician Services shall be provided using SHA-owned hardware (procurement pending) from a confidential location with a secure and adequate internet signal using the SHA’s hosted contact centre solution. This includes the initial consultation, as well as any subsequent call backs.
     2. to be logged in to the hosted contact centre solution and actively available for the full duration of the shift and to note within the software any time away on break.
     3. to provide virtual support to a diverse population of adult and pediatric undifferentiated patients presenting to SHA emergency rooms within Saskatchewan in locations deemed required by the SHA.
     4. virtual support shall include diagnosis and treatment plan and/or appropriate triage to appropriate resources in or near the patient’s community, including coordination of care with the patient’s primary care provider and/or specialist consultant(s), as well as provision of necessary prescriptions via e-prescribing.
     5. that when the HealthLine 811 program is experiencing extended wait times for physician consultation, and the Virtual Physician – Emergency Room service is experiencing lower volumes, the Physician will provide support to HealthLine 811 as required.
     6. to adhere to all SHA protocols for identifying cases that require immediate physical intervention and/or transfer to another facility.
     7. to complete all required documentation in the electronic medical record, including all patient interactions, treatment plans and follow up recommendations.
     8. actively participate in quality monitoring and improvement initiatives related to the Physician Services provided. The Physician commits to collaborating with the SHA to enhance performance metrics as determined necessary by the SHA’s quality improvement framework.

**Schedule B**

**Procedures for Payment & Scheduling**

1. In consideration of the satisfactory provision of Physician Services as outlined in this Agreement and Schedule A, the SHA agrees to pay the Physician an hourly rate of:

$287.73 from April 1, 2024 to March 31, 2025

$292.98 from April 1, 2025

for each hour of service provided by the Physician.

2. The Physician shall be paid monthly based upon an approved schedule submitted to the Director, Provincial Health Line by the Medical Director, Virtual Physician or delegate.

1. The parties acknowledge that any percentage increase or decrease negotiated between the Saskatchewan Medical Association and the Ministry of Health specific to the Family Medicine Section will be flowed through to the Physician and will take effect on the date agreed upon by the negotiating parties.