

AGREEMENT TO PROVIDE EMERGENCY DEPARTMENT SERVICES

THIS AGREEMENT FOR SERVICES made effective the **20th day of March, 2025.**

BETWEEN:

SASKATCHEWAN HEALTH AUTHORITY

(hereinafter call the "SHA")

AND:

DR BREANNE PAUL

(hereinafter call the "Contractor")

WHEREAS:

- A. The SHA desires to maintain and enhance the availability and provision of Emergency Room Services to patients within the SHA and particular through the provision of the Emergency Room Services (as defined herein) at the Royal University Hospital, Saskatoon City Hospital and St. Paul's Hospital at Saskatoon, Saskatchewan;
- B. The Contractor is a member in good standing of the College of Physicians and Surgeons of Saskatchewan and is duly qualified to practice medicine in the Province of Saskatchewan and to provide professional Emergency Room Services and treatment to patients requiring same in accordance with this Agreement;
- C. The SHA intends to engage the Contractor and the Contractor is willing to accept such an engagement to provide Emergency Room Services at the Royal University Hospital, Saskatoon City Hospital and St. Paul's Hospital upon the terms set out in the Agreement;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS

1.1 In this Agreement, and any Schedules to this Agreement, unless the context suggests otherwise:

- a) “Beneficiary” means a beneficiary within the meaning of *The Saskatchewan Medical Care Insurance Act*, and includes any person to whom Emergency Room Services are delivered who qualifies to have those services paid for by the Province, the Saskatchewan Health Authority or the Saskatchewan Cancer Agency;
- b) “Emergency Department Services” means those services that are required to fulfill the duties and responsibilities that are within the scope of a competent Emergency Department Physician holding privileges within the Department of Emergency Medicine in the SHA (Saskatoon), and as outlined in Schedule A to this Agreement.
- c) “Hospital(s)” means the Royal University Hospital, Saskatoon City Hospital and St. Paul’s Hospital.
- d) “Physician” means a duly qualified medical practitioner who is licensed to practice medicine in Saskatchewan by the College of Physicians and Surgeons of Saskatchewan and to provide professional Emergency Room Services and treatment to persons requiring same, and who maintains privileges within the Emergency Department of the SHA and current membership in the Canadian Medical Protective Association or other equivalent professional liability insurance plan;
- e) “Province” means the Province of Saskatchewan as represented by the Minister of Health;
- f) “SHA” means the Saskatchewan Health Authority.
- g) “Term” means the period this Agreement is in force and, unless earlier terminated in accordance with the provisions set out in this Agreement, is the period specified in section 5.
- h) “Third Party Billings” means charges that that are collected and retained by the Contractor which may be for Emergency Room provided to:

- a) Beneficiaries (for items which are not paid for by the Province, the SHA or the Saskatchewan Cancer Agency, such as third party legal forms); or
- b) Non-beneficiaries that include, but are not limited to:
 - 1. Out of Country/ Out of Province;
 - 2. Worker's Compensation;
 - 3. Government (Military);
 - 4. Teaching Stipends; and
 - 5. Third Party Patient Forms and Legal Reports.

SECTION 2

QUALIFIED PRACTITIONER

- 2.1 The SHA hereby engages the Contractor as an independent contractor to provide Emergency Room Services within the SHA in accordance with the terms and conditions of this Agreement for the period of time set out in Section 5.1, subject as provided in the balance of Section 5.
- 2.2 The Contractor, as an independent contractor, agrees to provide, in a competent, conscientious and professional manner, all Emergency Room Services that are required to fulfill the duties and responsibilities as an Emergency Department Physician as further outlined in this Agreement.
- 2.3 The Contractor agrees that, as is required of all Physicians holding privileges with the SHA, to adhere to the Practitioner Staff Bylaws, all applicable legislation, and the applicable Practitioner Staff Rules and Regulations and Saskatchewan Health Authority Policies and Procedures which are now, or may from time to time be in the force within the SHA which impose obligations on the medical staff within the SHA.
- 2.4 The Contractor will maintain membership and registration with the Canadian Medical Protective Association or other equivalent professional liability insurance plan and the College of Physicians and Surgeons of Saskatchewan throughout the Term and demonstrate proof of such membership upon request of the SHA.
- 2.5 The Contractor shall be subject to review on at least an annual basis with respect to the appointment and privileges the Contractor holds as an independent medical practitioner in accordance with the Practitioner Staff Bylaws of the SHA, applicable to all Physicians holding privileges with the SHA, and the Rules and Regulations of the SHA applicable to all physicians holding privileges to provide Emergency Room Services with the SHA.

SECTION 3

PROVISION OF EMERGENCY ROOM SERVICES

- 3.1 The Contractor will provide the Emergency Room Services outlined in Schedule A to this Agreement. The Contractor agrees to provide the Emergency Room a minimum of 720 hours of service (50% of a fully engaged equivalent) per year. From time to time, the Contractor may declare the Contractor's annual available hours, and agrees to provide a minimum of 90 days' notice of any change to those hours.
- 3.2 The Contractor acknowledges that the SHA desires Emergency Room Service coverage at the Royal University Hospital, St. Paul's Hospital on a 24 hour basis, 7 days per week and 11.5 hour basis, 7 days per week coverage at Saskatoon City Hospital, with the minimum total hours of Emergency Room Service coverage required by the SHA at these hospitals being approximately 54,000 hours per year. In the event the hours needed on an annual basis vary significantly from this amount the SHA agrees to meet with the Contractor to discuss and make any amendments to this Agreement as may be mutually agreed upon by the SHA and the Contractor. The Contractor further acknowledges the Contractor provides a portion of such minimum total hours of service, with such portion being determined and scheduled by agreement among the Contractor and all other Physicians and Medical Professional Corporations providing Emergency Room Services at these hospital(s).
- 3.3 The Contractor acknowledges that the Contractor is part of a unified department that collectively self-schedule, and that the Contractor shall provide a portion of such total hours of service. Any Emergency Department Services beyond the Contractor's declared annual available hours in 3.1 will be provided at the Contractor's own discretion.
- 3.4 Where the Contractor is not available, for any reason, to provide the Emergency Room Services under this Agreement, the Contractor shall arrange for the necessary replacement coverage. The Contractor acknowledges that it is the Contractor's obligation to ensure that any such replacement Physician is qualified to provide the particular Emergency Room Services. If the Contractor is unable to find a replacement, the Contractor will notify the Department Head as soon as possible. The Contractor shall provide reasonable notice to the SHA that a replacement Physician will be providing Emergency Room Services on behalf of the Contractor and details of the date and amount of Emergency Room Services provided by the replacement Physician.
- 3.5 The Contractor may enter into contractual arrangements with other parties or otherwise derive income from the delivery of physician services, provided that these do not interfere or conflict with the provision of Emergency Room Services in accordance with this Agreement. For greater certainty, it is acknowledged that the delivery of physician services to other parties by the Contractor will not be

considered to interfere on conflict with the provision of Emergency Room Services in accordance with this Agreement where such occurs from time to time, provided the Contractor has arranged for satisfactory replacement Physicians coverage for the Emergency Room Services that the Contractor has agreed to provide.

3.6 Except as provided in Section 4.5 of the Agreement, the parties agree that it is the responsibility and obligation of the Contractor to pay all costs incurred by the Contractor (without any reimbursement from the SHA) in providing the Emergency Room Services under this Agreement, including, but not limited to:

- a) Membership dues and professional dues;
- b) CMPA insurance, or other equivalent liability insurance;
- c) Costs associated with establishment and maintenance of any office required by the Contractor for administration or education relating to the provision of the Emergency Room Services under this Agreement, including any office supplies and equipment;
- d) Medical supplies, tools and equipment required by the Contractor for the physical examination of patients and the delivery of Emergency Room Services under this Agreement that are not otherwise generally made available by the SHA to all physicians holding privileges to provide Emergency Room Services;
- e) Continuing medical education expenses, medical journals and medical handbooks;
- f) Transportation necessary for the fulfillment of responsibilities under this Agreement; and
- g) Benefit plans, including pension, disability insurance, life insurance or dental/extended health plans for the Contractor or any replacement Physician.

3.7 The Contractor acknowledges that, as an independent contractor, the Contractor will 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 Emergency Room 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 Emergency Room Services provided by the Contractor.

3.8 The Contractor agrees to participate in, and provide any reasonably requested information that is required for any evaluation which the SHA may undertake

regarding the provision of Emergency Room Services in the SHA, related to effectiveness, efficiency and patient care.

- 3.9 Where mutually agreed between the Contractor and the SHA, the Contractor agrees that the Contractor will fully and accurately record the applicable Medical Care Insurance (“MCI”) billing codes and provisional codes on the patient health record for each aspect of the Contractor attendance on each Beneficiary while providing Emergency Room Services in accordance with this Agreement, in order that the SHA may submit such information to the Medical Services Branch of the Province.
- 3.10 The parties agree that the Contractor may submit, collect and retain payments for services which constitute Third Party Billings. Such shall be undertaken by the Contractor without the assistance of the SHA or its personnel.
- 3.11 The Contractor agrees that the Contractor will be physically present in the Hospital at all times during the Contractor’s scheduled rotation or shift.

SECTION 4

PAYMENT FOR SERVICES AND SHA RESPONSIBILITIES

- 4.1 As consideration for the Emergency Room Services provided by the Contractor or the Contractor’s replacement Physician pursuant to this Agreement, the SHA shall compensate the Contractor at rates as defined in the Letter of Agreement (Appendix A) between the Saskatchewan Medical Association and The Province.
- 4.2 The payment rate, as defined in Appendix A, shall be paid in accordance with the procedures and rates set out in Schedule “B” to this Agreement for each hour of service actually provided by the Contractor.
- 4.3 The Contractor will provide to the SHA, on a monthly basis, one invoice for the fee for the actual Emergency Room Services rendered by the Contractor in the preceding month’s period, enclosing the originals of all supporting documentation. As an independent contractor providing services to the SHA, in order for payment to the Contractor to be made by the SHA, each such invoice must include the dates on which services were provided, the name of the Physician providing the services, the facility at which the services were provided, the number of hours of service provided, the nature of the services provided (including whether such was requested in response to an exceptional need), the hourly rate applicable for the services, and the total fee.
- 4.4 The parties acknowledge that any negotiated changes between the Saskatchewan Medical Association and The Province as defined in the Letter of Agreement (Appendix A) for Emergency Room Services will be flowed through to the Contractor,

and any changes are to be in effect on the dates consistent with changes to the negotiated rates for Emergency Room Services between the Saskatchewan Medical Association and The Province.

- 4.5 The SHA, in granting privileges to the Contractor, agrees to make available to the Contractor the SHA's Emergency Room facilities, equipment and personnel at facilities in the SHA, for the purpose of assisting the Contractor in the provision of Emergency Room Services pursuant to this Agreement.
- 4.6 The Contractor will not submit an account for payment to the Province or accept any payment from a patient, other than Third Party Billings, for any Emergency Room Services provided by the Contractor or any replacement Physician under this Agreement.

SECTION 5 TERM

- 5.1 Subject to the provisions of Section 6 of this Agreement, the term of this Agreement will commence on **February 1, 2025** and will end on **January 31, 2028**.
- 5.2 The parties agree to begin negotiation on renewal / extension of this agreement no later than 120 days prior to the termination date in Clause 5.1. If the parties have not reached agreement to renew or extend the Agreement by the termination date, the parties agree that:
 - a) The current terms and conditions of the Agreement will continue for 90 days (the extension period); and,
 - b) Negotiations have concluded and the contract agreement will terminate at the end of the 90 days extension period in Clause 5.2a).

Notwithstanding the aforementioned, either party may give notice in writing at any time during the negotiation period that it does not wish to engage in further negotiations regarding contract renewal. The contract will then terminate on the latter of:

- a) The termination date of the current contract in accordance with Clause 5.1, or
- b) 90 days after the date of notice.

SECTION 6 TERMINATION

- 6.1 With mutual agreement of both parties, this Agreement may be terminated at any time under terms and conditions agreed.
- 6.2 This Agreement may be terminated prior to its expiry date, without cause, by the Contractor providing 90 days written notice to the SHA.
- 6.3 This Agreement may be terminated prior to its expiry date, without cause, by the SHA providing 120 days written notice to the Contractor. If 120 days written notice of termination without cause is provided by the SHA to the Contractor, at any time during the 120 day notice period the Contractor shall have the option to terminate the Agreement by providing 30 days' notice to the SHA of the Contractor's intent to do so.
- 6.4 Where a notice is provided under section 6.2 or 6.3, the parties agree to meet to discuss how their respective obligations under the Agreement during the notice period will be fulfilled.
- 6.5 Notwithstanding the above, this Agreement will be suspended immediately for any period of time where:
 - a) The Contractor does not maintain membership in the Canadian Medical Protective Association or hold other equivalent professional liability insurance;
 - b) The Contractor, at any time during the term of this Agreement, fails to retain the privileges to provide the Emergency Room Services that the Contractor held with the SHA as at the commencement of the term of this agreement, unless the reduction or alteration in privileges is by way of mutual agreement between the parties, or
 - c) The Contractor's license to practice medicine is suspended by the College of Physicians and Surgeons.
- 6.6 Notwithstanding the above, this Agreement will be terminated immediately where;
 - a) The Contractors membership in the Canadian Medical Protective Association or other equivalent professional liability insurance is terminated;
 - b) At any time during the term of this Agreement, the Contractor's privileges to provide Emergency Room Services that the Contractor held with the SHA as at the commencement of the term of this Agreement are revoked; or

- c) The Contractor's license to practice medicine is revoked by the College of Physicians and Surgeons.

SECTION 7 INDEMNIFICATION

- 7.1 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 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.
- 7.2 The Contractor is solely responsible for remittance of all payments for source deductions including but not limited to income tax, Canada Pension, GST, PST, any penalties or interest and other like obligations as are or may be required of the Contractor according to law, in respect of the Emergency Department Services rendered by the Contractor under this Agreement.
- 7.3 The indemnification shall survive the term of this Agreement outlined in section 5.1.

SECTION 8 RELATIONSHIP OF PARTIES

- 8.1 The parties agree that the Contractor shall provide the Emergency Room Services to the SHA as set out in this Agreement. In doing so, the Contractor shall be responsible for the Emergency Room Services provided to patients and shall have control and discretion as to the provision of Emergency Room Services, including the manner and methods by which the Emergency Room Services are provided and scheduled; provided only that such Emergency Room Services shall at all times be rendered in a competent and professional manner and in accordance with the appropriate professional and medical standards, the Practitioner Staff Bylaws applicable to all physicians, and the Rules and Regulations and Policies and Procedures which are now, or may from time to time, be in effect within the SHA.
- 8.2 The parties acknowledge and agree that the Contractor is an independent medical practitioner and, in providing Emergency Room Services to the SHA under this Agreement, the Contractor shall not be deemed to be an employee of the SHA for any purpose. Nothing herein shall constitute the Contractor as an agent, partner, or co-venturer of the SHA, and the Contractor has no authority to bind the SHA to any

contract, obligation, or undertaking unless specifically authorized by the SHA in writing.

- 8.3 Neither the Contractor nor any replacement Physician engaged by the Contractor is eligible to contribute to or benefit from any superannuation, annuity or pension, group life, long-term disability plan, or any other benefit plan administered by the SHA with respect to any Emergency Room Services provided under this Agreement.
- 8.4 The Contractor shall not during the term of this Agreement accrue any rights to a paid vacation, or payment in lieu thereof, and the Contractor acknowledges that, as an independent contractor, the Contractor acquires no rights or benefits under any legislation pertaining to employees.
- 8.5 The SHA agrees to give the Contractor access to any patient record (that is the property of SHA) which is necessary for the delivery of Emergency Room Services pursuant to this Agreement. The SHA also agrees, subject to privacy legislation and policies and procedures, to give the Contractor reasonable access, including the right to copy any patient record in which an entry has been made by or on behalf of the Contractor.
- 8.6 The parties acknowledge a shared responsibility regarding the assessment of resource and recruitment needs for the provision of Emergency Room Services at the Hospital(s). To this end, the Contractor, in participating in scheduling as contemplated in Section 3.2 of this Agreement, will generally make the Contractor available to provide Emergency Room Services for at least the Contractor's declared annual available hours. The SHA, also in recognition of such resource and recruitment needs, agrees to meet annually with the Physicians and Medical Professional Corporations providing Emergency Room Services at the Hospital(s) to review and assess such resource and recruitment needs.
- 8.7 The parties agree to identify and notify each other in a timely manner of any concerns regarding compliance with the terms of this Agreement, and use their best efforts to resolve disputes that may arise between them relating to this agreement as efficiently and effectively as possible. This requires the parties to make a bona fide effort to resolve all disputes amicably.
- 8.8 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 conduct subject to discipline shall be subject to the processes and procedures defined within the Practitioner Staff Bylaws of the SHA.

- 8.9 For the purposes of human resource planning and recruitment needs, one fully engaged equivalent Contractor for Emergency Room Services is defined within the Letter of Agreement (Appendix A).

SECTION 9 DISPUTE RESOLUTION

- 9.1 The parties expressly acknowledge and agree that it is their respective intention that, except as otherwise provided in this Agreement, any disputes arising between them in the first instance be settled amicably. While the parties undertake to seek amicable resolutions in all instances, nothing in this section 9 derogates from the rights of the parties as provided throughout this Agreement.
- 9.2 Where disputes or differences of opinion in regard to interpretation of the 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, bearing in mind the objectives of cost-effectiveness and timeliness. The costs of the mediator/facilitator shall be borne equally by both parties.
- 9.3 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 may be referred by either party to an arbitration pursuant to The Arbitration Act in force in the Province of Saskatchewan from time to time. The costs of arbitration shall be borne equally by both parties.

SECTION 10 ENTIRE AGREEMENT

- 10.1 This Agreement (including any Schedules hereto) constitutes the entire agreement between the parties with respect to the provision of Emergency Room Services and replaces and supersedes all previously existing agreements and understandings between the parties relating to the subject matter hereof.
- 10.2 The section headings used in this Agreement are for convenience of reference only and are not to be considered in the interpretation of this Agreement.
- 10.3 This agreement shall ensure to the benefit of and be binding upon the successors and assigns to the parties.

10.4 No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties. No waiver of any breach or other default hereunder shall be deemed a waiver of any subsequent breach or default of a similar nature.

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

- a) The SHA at:
The Saskatchewan Health Authority
Practitioner Staff Affairs
103 Hospital Drive
Saskatoon, SK S7N 0W8
- b) The Contractor at:
Dr. Breanne Paul
16 Ling Street
Saskatoon, SK S7H 3G3

Either party may change their address by giving written notice to the other.

10.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the parties agree to be bound by the courts of the Province of Saskatchewan.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties.



Saskatchewan Health Authority



Witness

March 20, 2025

Date



Dr. Breanne Paul

Witness

April 2, 2025

Date

SCHEDULE A

Description of Emergency Room Services and Professional Accountabilities

The SHA and the Contractor agree that the Emergency Room Services shall include the following:

1. Management, treatment and disposition in a competent, conscientious and professional manner of all patients who present at the Emergency Department seeking attention.
2. Arranging for the admission, and/or consultation and/or disposition on such patients, including consultation with the family physician and/or specialist, as determined by the Contractor to be required.
3. Arranging follow-up of patients with family physicians and/or specialists, as determined by the Contractor to be appropriate.
4. Reviewing diagnostic test results and providing necessary notification to family physicians and/or advice to patients regarding the follow-up of abnormal results.
5. Taking regular calls and giving necessary advice to physicians and other health care personnel from referring programs and facilities. The parties agree that, should this associated work cause an increased workload that compromises the Contractor's ability to provide reasonable and required service to patients, the parties will work collaboratively to resolve the issue.
6. Ensuring appropriate legible documentation, including history and physical examination, management plan and follow-up plan, is maintained on all patients seen by the Contractor in accordance with both the Practitioner Staff Bylaws applicable to all physicians who have been granted privileges by the SHA, and the Rules and Regulations and Policies and Procedures of the SHA applicable to all physicians holding privileges to provide Emergency Room Services within the SHA.
7. Providing medical direction as required to the SHA ambulance personnel in the management of patients.
8. Providing instructional and teaching services to individuals assigned to, or working within the Emergency Department, including: medical students, clerks, residents, ambulance staff and other allied health professionals. The parties agree that should this associated work cause an increase in workload that compromises the Contractor's ability to provide reasonable and required service to patients, the parties will work collaboratively to resolve the issue. Teaching will be reimbursed by the University of Saskatchewan according to established protocols, or other mutually agreed upon arrangements.

9. Ensuring a timely and safe hand over of patients being processed in the Emergency Room at each time the Contractor departs from the Emergency Room.
10. Participating in the development and implementation of departmental quality of care initiatives within the Contractor's clinical time.

The SHA and the Contractor agree that the following professional activities will not be compensated by the SHA under the terms of this Agreement (compensation may be provided by a third party):

1. Participation in Departmental meetings, morbidity and mortality rounds, peer and/or chart reviews and reasonable participation in any departmental and SHA quality improvement and utilization evaluation and initiatives, on reasonable notice.
2. Responding to patient inquiries and complaints.
3. Participating in Continuing Medical Education activities, including Advanced Cardiac Life Support, Advanced Trauma Life Support, Pediatric Advanced Life Support and other skills or training standards as may be established from time to time by the Department Head. Both parties agree that such professional activities will not be compensated by the SHA under the terms of this Agreement.

SCHEDULE B

Fee Schedule and Procedures for Payment

Fee Schedule

The SHA and the Contractors and the Medical Professional Corporations providing Emergency Room Services have agreed to adopt the following provincial Fee Schedule, effective April 1, 2024.

ER Payment Grid - 2024-25			
Includes SMA increase effective April 1, 2024 (9.46%)			
Level	Pay/Hour	Hours/year	Annual Pay/Physician
Emergency Physician			
1	\$ 258.95	1440	\$ 372,889
2	\$ 266.96	1440	\$ 384,418
3	\$ 275.22	1440	\$ 396,313
4	\$ 283.73	1440	\$ 408,572
5	\$ 292.50	1440	\$ 421,197
Emergency Physician with FRCP/CCFP(EM)/ABEM			
Level	Pay/Hour	Hours/year	Annual Pay/Physician
1	\$ 287.72	1440	\$ 414,321
2	\$ 296.62	1440	\$ 427,137
3	\$ 305.80	1440	\$ 440,349
4	\$ 315.25	1440	\$ 453,959
5	\$ 325.01	1440	\$ 468,013

¹ Effective April 1, 2024

Differential Fee Schedule

The Contractors and the Medical Professional Corporations have agreed to be paid using a differential rate grid based on the above provincial grid. The differential grid provides varying rates dependent on the hours of the day worked, and are calculated on an annual basis, using the provincial grid rates, a 'conversion factor' and the differential at which the shift is paid.

Notes:

- The 'average rate' times the 'conversion factor' equals the 'base rate'
- The 'conversion factor' is the total number of hours to be paid annually to the ER physicians divided by the sum of hours that are to be paid using the differential rates.

Hours of work are divided as follows:

- **Day time** will be considered 0700h to 1700h.
- **Evening** will be considered 1700h to 2400h.
- **Midnight** will be considered 0000h to 0700h.

Differential rates are as follows:

- During the week, excluding Statutory Holidays, the rates are paid as:
 - Monday to Friday Day Time: 1.0 times the base rate
 - Monday to Thursday Evening: 1.2 times the base rate
 - Sunday to Thursday Midnight: 1.4 times the base rate
- Weekend and Statutory Holiday Rates are paid as:
 - Saturday, Sunday & Stat Holiday Day Time: 1.2 times the base rate
 - Friday, Saturday, Sunday & Stat Holiday Evening: 1.3 times the base rate
 - Friday, Saturday & Stat Holiday Midnight: 1.5 times the base rate

The differential rates will be adjusted, as necessary from time to time, to reflect changes to the allocation of physician hours within the Department of Emergency Medicine. The total cost incurred using the differential grid will be equal to what the total cost would be using the provincial grid. Changes to allocation of hours will be made based on operational requirements, and will be mutually agreed upon by the Department and Saskatchewan Health SHA Administration. The most current differential rate grid is attached as 'Schedule C'.

A. Placement and Advancement on the Grid

Recognition will be given to physicians according to service, experience and training. Individual placement on either the Emergency Physician – General Practice grid or the Emergency Physician with FRCP/CCFP(EM)/ABEM certified grid will be determined based on the following criteria:

- Newly certified Family Medicine graduates start at Level 2 of General Practice grid.
- Newly certified CCFP(EM)/ABEM graduates start at Level 2 on the FRCP/CCFP(EM)/ABEM grid.*
- Newly certified FRCP graduates start at Level 4 on the FRCP/CCFP(EM)/ABEM grid.*
- Newly certified Family Medicine graduates who have completed the third year of EM residency training start at Level 2 of the General Practice grid, and advance to Level 2 of the FRCP/CCFP(EM)/ABEM grid the day EM certification has been achieved.*
- Physicians with ER experience will receive recognition of an additional level for every year of independent emergency room practice experience (1 year = 1 additional level) on applicable grid, meaning:
 - Physicians eligible to sit the exam but who are not yet FRCP/CCFP(EM)/ABEM certified will receive an additional level on the General Practice grid for every year of independent emergency room experience.
 - On the day they become FRCP/CCFP(EM).ABEM certified, physicians will advance from the General Practice grid to the corresponding level on the FRCP/CCFP(EM)/ABEM grid.

- Physicians with certification in FRCP/CCFP(EM)/ABEM will receive an additional level on the FRCP/CCFP(EM)/ABEM grid for every year of independent emergency room experience.
- For clarification: three years residency EM training or 5 year FRCP residency training is not considered independent practice experience.

**Effective July 1, 2016*

B. Exceptional Payment Rates

Hours Worked Under Short Notice

The Standard Emergency Room Service Fee rates shall apply where the Physician agrees to provide Emergency Room Service on more than twelve hours' notice.

Exceptional rates shall apply when a Physician agrees to provide Emergency Room Services on less than twelve hours' notice and when the call-back has been approved by the Head of the Department of Emergency Medicine. This rate shall not apply in instances where a Physician covers another physician as arranged between the physicians. The Exceptional Emergency Department Rate will be calculated at 1.67 times the agreed upon ER rate, per the Saskatchewan Health Authority practice as of June 2015.

Physician Resource Shortage Rate

In the event that the total number of available Physicians providing Emergency Room Services within the SHA falls below 75% of the provincially funded fully engaged equivalents (per Section 3.2 above), a Resource Shortage Premium Rate shall be applicable to any increased hours worked by a Physician and directly related to the shortage as deemed by the SHA. The Resource Shortage Premium Rate is 1.25 times the agreed upon the SHA ER rate, per the SHA practice as of June 2015. It shall be offered to a Physician providing Emergency Room Services in circumstances where no other Physician is available to provide Emergency Room Services at the Standard Emergency Room Service Fee Rate. Payment of the Resource Shortage Premium Rate and/or designation of hours as Resource Shortage Hours shall not occur as a result of the individual Medical Professional Corporation or Physician increasing, adjusting or trading the Contractor's hours of service for convenience or benefit.

Hours Worked Below Required Contracted Resources

When a Physician is requested and agrees to provide Emergency Room Services during a time period that would normally require more Physicians to be on-service, but due to inadequate human resources such normal number of Physicians are not able to provide such Emergency Room Services, then the Physician shall be paid at 1.67 times the agreed upon the SHA ER rate, per the SHA practice as of June 2015, provided such Emergency Room Services have been designated by the Head of the Department as subject to the 'Extraordinary Rate'.

SCHEDULE C

Differential Rates

It is acknowledged that the Emergency Contractors will invoice the SHA for services based on differential rates. The differential rate grid is based on the following criteria and is maintained by the members of the Department of Emergency Medicine. It is also acknowledged by all parties that the aggregate annual cost of all services using the differential rate grid shall not exceed the aggregate cost of those same services using the average grid rate outlined in Schedule B.

Hours of work are divided as follows:

- **Day time** will be considered 0700h to 1700h.
- **Evening** will be considered 1700h to 2400h.
- **Midnight** will be considered 0000h to 0700h.

Differential rates are as follows:

- During the week, excluding Statutory Holidays, the rates are paid as:
 - Monday to Friday Day Time: 1.0 times the base rate
 - Monday to Thursday Evening: 1.2 times the base rate
 - Monday to Thursday Midnight: 1.4 times the base rate
- Weekend and Statutory Holiday Rates are paid as:
 - Saturday, Sunday & Stat Holiday Day Time: 1.2 times the base rate
 - Friday, Saturday, Sunday & Stat Holiday Evening: 1.3 times the base rate
 - Friday, Saturday and Sunday & Stat Holiday Midnight: 1.5 times the base rate

Notes:

- The 'average rate' times the 'conversion factor' equals the 'base rate'
- The 'conversion factor' is the total number of hours to be paid annually to the ER physicians divided by the sum of hours that are to be paid using the differential rates.