THIS AGREEMENT made as of the 22 day of JUNE, 2008,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented by the
Minister of Health

(the "Government")

AND:

BRITISH COLUMBIA MEDICAL ASSOCIATION

(the "BCMA")

AND:

MEDICAL SERVICES COMMISSION

(the "MSC")

WITNESSES THAT WHEREAS:

A. Section 18.3 (formerly section 18.4) of the Physician Master Agreement entered into by the parties hereto as of November 1, 2007 and amended contemporaneous with this agreement (the “PMA”) establishes certain dates, deadlines, timeframes and processes in relation to the distribution of MOCAP (as defined in the PMA) funds by Health Authorities; and

B. At the time the PMA was entered into, the parties agreed that it would not be possible for all of those dates, deadlines, timeframes and processes to be met or complied with in 2007/08 for the Fiscal Year commencing April 1, 2008 and, as a result, they entered into a Letter of Agreement as of November 1, 2007 (the “MOCAP LOA Number 1”) to extend some of those dates, deadlines, timeframes and processes for the Fiscal Year commencing April 1, 2008; and

C. The parties have now determined that some of the dates, deadlines, timeframes and processes referred to in section 18.3 of the PMA for the Fiscal Years commencing April 1, 2008 and April 1, 2009 must be further amended and, as a result, they have agreed to replace the MOCAP LOA Number 1 in its entirety with the agreement expressed herein.
NOW THEREFORE in consideration of the premises and agreements of the parties as set out herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The MOCAP LOA Number 1 is of no force or effect.

2. Each Health Authority will develop a plan for the distribution of MOCAP funds for the period from October 1, 2008 to March 31, 2010 (the “2008/10 Plans”), rather than an annual plan for the each of the Fiscal Years commencing April 1, 2008 and April 1, 2009.

3. The provisions of section 18.3 and section 23.3 of the PMA will apply in relation to the 2008/10 Plans except that in relation to the 2008/10 Plans:

   (a) all references in section 18.3 and section 23.3 to a Health Authority’s “MOCAP funding allocation for the next Fiscal Year”, a Health Authority’s “annual MOCAP funding allocation” and all similar references will be read as referring instead to the period from October 1, 2008 to March 31, 2010, as the context requires;

   (b) the applicable date for the formation of the MOCAP Contract Review Committee (“MCRC”) of each Health Authority except the Provincial Health Services Authority (“PHSA”) was December 15, 2007 rather than July 1 as contemplated by section 18.3(c) of the PMA;

   (c) the applicable date for the formation of PHSA’s MCRC was April 1, 2008, rather than July 1 as contemplated by section 18.3(c) of the PMA;

   (d) the applicable date for the publication of the 2008/10 Plans will be July 1, 2008 rather than November 1 as contemplated in section 18.3(h) of the PMA;

   (e) requests for debriefings in relation to the 2008/10 Plans must be received by August 31, 2008 rather than by November 15 as contemplated in section 18.3(i) of the PMA, and all such debriefings must be completed by September 30, 2008;

   (f) the grounds upon which a MOCAP Distribution Dispute (as defined in section 18.3(j) of the PMA) may be commenced will be those set out in sections 18.3(j)(ii) and (iii) of the PMA plus the following ground which will take the place of that expressed in section 18.3(j)(i) of the PMA:

      (i) subject to sections 3(g) and (h) below, the process set out in sections 18.3(c) through 18.3(h) of the PMA as amended herein was not followed;

   (g) the fact that:

      (i) an MCRC may have reviewed and consulted on its Health Authority’s requirements for MOCAP coverage and/or may have made its recommendations pursuant to what is now section 18.3(d) of the PMA, or
(ii) the proposed plan reviewed by a Health Authority with its medical advisory committee pursuant to what is now section 18.3(e) of the PMA, or with the Physician Leaders Council pursuant to what is now section 18.3(f) of the PMA, as applicable, may have been developed,

on the basis that the period in issue was a period other than October 1, 2008 to March 31, 2010, and/or on the basis of a MOCAP funding allocation that was subsequently altered, will not constitute a ground or grounds for a MOCAP Distribution Dispute; and

(h) the fact that the plan finalized by a Health Authority pursuant to what is now section 18.3(g) of the PMA and/or published pursuant to what is now section 18.3(h) of the PMA is a plan for a time period and a funding allocation that differs from the time period and funding allocation considered by an MCRC pursuant to what is now section 18.3(d) of the PMA, by a medical advisory committee pursuant to what is now section 18.3(e) of the PMA, and/or by the Physician Leaders Council pursuant to what is now section 18.3(f) of the PMA, will not constitute a ground or grounds for a MOCAP Distribution Dispute.

4. Physicians who, as at June 30, 2008, are providing MOCAP coverage pursuant to an existing MOCAP Contract (as defined in the PMA) and whose rights under such existing MOCAP Contract will be negatively affected by the implementation of a 2008/10 Plan, may elect, by providing written notice to the applicable Health Authority by September 30, 2008, to continue to provide MOCAP coverage pursuant to such existing MOCAP Contract until June 30, 2009.

5. Except as expressly amended herein in relation to the Fiscal Years commencing April 1, 2008 and April 1, 2009, the terms and conditions of the PMA continue in full force and effect.
IN WITNESS WHEREOF the parties have executed this agreement by or in the presence of their respective duly authorized signatories as of the 12th day of June, 2008.

SIGNED, SEALED & DELIVERED on behalf of HER MAJESTY THE QUEEN in right of the Province of British Columbia, by the Minister of Health or his/her duly authorized representative, in the presence of:

Signature of Witness
Heather Tribe
Name
1515 Blanshard Street
Address
Victoria, BC V8W 3C8

THE CORPORATE SEAL of the British Columbia Medical Association was hereunto affixed in the presence of:

Signature of Authorized Signatory
J W Mackie
Name
President

MEDICAL SERVICES COMMISSION

Authorized Signatory

TOM VINCENT
Name
Chair
Position