

APPENDIX G

MEDICAL ON-CALL/AVAILABILITY PROGRAM (MOCAP)

- 1.1 MOCAP will provide payment to physician(s) and physician groups who provide coverage for patients, other than their own or their call groups', as required and approved by Health Authorities.
- 1.2 The MOCAP budget identified in section 18.1 of the Physician Master Agreement includes funding for Doctor of the Day payments. This provides greater flexibility for Health Authorities in purchasing MOCAP coverage and Doctor of the Day services.
- 1.3 Where MOCAP coverage is required it is in the best interests of the population served that it be provided on a 24/7/52 basis. It is recognized that, in some circumstances, a Health Authority may decide to provide MOCAP coverage on some other basis.
- 1.4 Physicians will provide MOCAP coverage in accordance with the provisions of the template MOCAP Contract attached as Schedule 1 to this Appendix.
- 1.5 MOCAP payments will be determined on the basis of annual rates.
- 1.6 The annual rates for the 2006/07, 2007/08, 2008/09, 2009/10, 2010/11 and 2011/12 Fiscal Years will be as follows:
 - (a) Level 1 - Coverage designated by a Health Authority to require availability by telephone within 10 minutes, and available to be on-site urgently but no later than within 45 minutes. The annual rate for 24/7/52 Level 1 coverage is \$225,000 per call group.
 - (b) Level 2 - Coverage designated by a Health Authority to require availability by telephone within 15 minutes, and available to be on-site within 2 hours. The annual rate for 24/7/52 Level 2 coverage is \$165,000 per call group.
 - (c) Level 3 - Coverage designated by a Health Authority to require availability by telephone within 15 minutes, and available on-site within 16 hours of receiving the call. The annual rate for 24/7/52 Level 3 coverage is \$70,000 per call group.
 - (d) On Site On-Call - Where a physician is designated by a Health Authority to be on-call on site. Physician groups in this category predominately include tertiary obstetrics, anesthesia, and neonatology. The annual rate for 24/7/52 on site on-call coverage is \$325,000 per call group.
 - (e) Call Back - Where a physician is not on-call but is called in by the Health Authority to provide a service. The call back rate is \$250 per call back.

- 1.7 MOCAP arrangements should be sustainable and therefore must not contribute to physician burnout.

**SCHEDULE 1 TO APPENDIX G
TEMPLATE MOCAP CONTRACT**

BETWEEN:

(collectively called the "Call Group"
and individually referred to as a
"Member")

AND:

(the "Health Authority")

WHEREAS the Call Group and its Members wish to contract with the Health Authority and the Health Authority wishes to contract with the Call Group and its Members to provide On-Call/Availability on the terms, conditions and understandings set out in this contract (the "Contract");

THEREFORE in consideration of the mutual premises contained in this Contract, the Call Group, its Members and the Health Authority agree as follows:

DEFINITIONS

"On-Call/Availability" means being available to provide care to patients, other than a Member's or Call Group's own patients, and being available to provide advice to other health care providers and other professionals involved in the care of those patients.

"Call Group" means a physician or group of physicians who have agreed to share responsibility to provide On-Call/Availability on contract to a Health Authority.

"Physician Master Agreement" means the agreement titled "Physician Master Agreement" and entered into as of November 1, 2007, among the Government of British Columbia, the Medical Services Commission (MSC) and the British Columbia Medical Association (BCMA).

"Physician Master Subsidiary Agreements" has the meaning given in the Physician Master Agreement.

Article 1: Term & Renewal

1.1 This Contract will be in effect from _____ to _____ 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. If either party wishes to renew this Contract, it must provide written notice to the other party no later than ninety (90) days prior to the end of the Term and, as soon as practical thereafter, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.
- 1.3 Subject to section 1.4 herein, if both parties agree to renew the Contract, the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 1.4 In the event that a new contract is not completed within ninety (90) days following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 2: Termination

- 2.1 Either party may terminate this Contract without cause upon ninety (90) days written notice to the other party.
- 2.2 Either party may terminate this Contract without notice if the other party breaches a fundamental term of the Contract.
- 2.3 Upon 10 days written notice to the other party, the Health Authority may terminate or amend this Contract as may reasonably be required for the Health Authority to carry out or comply with any order of the Adjudication Committee (as defined in the Physician Master Agreement) or other binding resolution of a MOCAP Distribution Dispute (as defined in the Physician Master Agreement) pursuant to section 23.3 of the Physician Master Agreement. If the Call Group or any of its Members does not agree to any amendment proposed by the Health Authority pursuant to this section, either party may terminate this Contract upon 10 days written notice to the other party.

Article 3: Payments By Call Groups

- 3.1 The Members of the Call Group must pay any and all payments and/or deductions required to be paid by him/her, 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 he/she 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 Members of the Call Group pursuant to this Contract.
- 3.2 The liability of Members of the Call Group for payments referred to in section 3.1 herein is severable and not joint.
- 3.3 Each Member of the Call Group agrees to indemnify the Health Authority 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 any Member of the Call Group's failure to make payments referred to in section 3.1 herein.

- 3.4 The indemnity clause in section 3.3 herein survives the expiry or earlier termination of this Contract.

Article 4: Unincorporated Call Groups

- 4.1 Each Member has the right to terminate his/her relationship with the Health Authority without affecting the rights and obligations of the remaining Members and must do so in accordance with the termination provisions of this Contract.
- 4.2 The Health Authority may terminate the Contract with respect to an individual Member in accordance with the termination provisions herein.
- 4.3 In the event of the departure of a Member by resignation or termination, the parties will meet to discuss whether amendments are required and to make agreed changes.
- 4.4 Each Member will sign a copy of this Contract and become party to it. If a new Member is added to the Contract the Health Authority will provide a copy of the Contract bearing the signature of the new Member to the Members of the Call Group.

Article 5: Autonomy

- 5.1 Each Member will provide the On-Call/Availability coverage under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Health Authority policies, by-laws or rules and regulations that are not inconsistent with or represent a material change to the terms of this Contract.

Article 6: Dispute Resolution

- 6.1 This Contract is governed by, and is to be construed in accordance with, the laws of British Columbia.
- 6.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve at the local level may be referred to mediation on notice by either party to the other. The neutral mediator shall be jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the *Commercial Arbitration Act*.
- 6.3 If an arbitrator or mediator cannot be agreed upon within fifteen (15) working days after notice is served by either party seeking appointment of an arbitrator or mediator under section 6.2 herein, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the arbitrator or mediator.

Article 7: On-Call Requirements

- 7.1 The Call Group will provide:

Level 1

Availability by telephone within 10 minutes and available to be on-site urgently but no later than within 45 minutes – The annual rate for 24/7/52 Level 1 coverage is \$225,000 per call group.

- Continuous coverage*
- Non-continuous coverage (Details – e.g. hours, days)*

Level 2

Availability by telephone within 15 minutes, and available to be on-site within 2 hours. The annual rate for 24/7/52 Level 2 coverage is \$165,000 per call group.

- Continuous coverage*
- Non-continuous coverage (Details)*

Level 3

Availability by telephone within 15 minutes and available on-site within 16 hours of receiving the call. The annual rate for 24/7/52 Level 3 coverage is \$70,000 per call group.

- Continuous coverage*
- Non-continuous coverage (Details)*

On site On-call

Availability on-site. The annual rate for 24/7/52 on site on-call coverage is \$325,000 per call group.

- Continuous coverage*
- Non-continuous coverage (Details)*

As per the following:

Nature of On-Call/Availability: _____ (e.g. general surgery, hours)

Location: _____ (e.g. St Paul's Hospital)

7.2 Notwithstanding section 7.1 herein, response times will be dictated by patient need.

7.3 The Call Group will notify the Health Authority of the call rota, which includes the Member covering each shift, in a timely fashion.

Article 8: Subcontracting

- 8.1 Each Member may, with the written consent of the Health Authority, subcontract or assign any of the On-Call/Availability coverage. The consent of the Health Authority will not be unreasonably withheld.

Article 9: Compensation

- 9.1 The Health Authority will pay the Call Group or individual Members (time period – biweekly, etc.) upon receipt of an invoice for On-Call/Availability coverage provided based on a rate of _____ per year.
- 9.2 In no event will the aggregate amount paid under this Contract exceed the sum of _____ per year.

Article 10: Reporting

- 10.1 Each Call Group will report to the Health Authority payment received by each physician in the group for the provision of On-Call/Availability, thirty (30) days after the end of every quarter.

Article 11: Notices

- 11.1 Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- 11.1.1 If mailed by prepaid double-registered mail to the addressee's address listed below, on date of confirmation of delivery.
 - 11.1.2 If delivered by hand to the addressee's address listed below on the date of such personal delivery; or
 - 11.1.3 If sent by fax to the addressee's fax number listed below, at the time of successful transmission.
- 11.2 Either party may give notice to the other of a change of address or fax number.
- 11.3 Address of Health Authority:
Address of each Member of Call Group:

Article 12: Amendments

- 12.1 This Contract may be amended by written agreement of both parties.

Article 13: Entire Contract

13.1 This Contract, the Physician Master Agreement and the Physician Master Subsidiary Agreements embody the entire understanding and agreement between the parties relating to On-Call/Availability and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of these agreements.

Article 14: No Waiver Unless in Writing

14.1 No provision of this Contract and no breach by either party of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other party. The written waiver of a party of any breach of any provision of this Contract by the other party must not be construed as a waiver of any subsequent breach of the same or of any other provision of this Contract.

Article 15: Headings

15.1 The headings in this Contract have been inserted for reference only and in no way define, limit or enlarge the scope of any provision of this Contract.

Article 16: Enforceability and Severability

16.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, illegality or unenforceability will attach only to such provision or part of such provision.

Dated this ___ day of _____ 200_.

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

Authorized Signatory

Dr. (Name of Member of Call Group)