

RESIDENTIAL CARE INITIATIVE GENERAL PRACTITIONER AGREEMENT

THIS Residential Care Services Agreement is made as of the ____ day of _____, 2017 (“Effective Date”),

BETWEEN:

_____, of _____, B.C.
(the “RCI GP”)

AND:

The Richmond Division of Family Practice Society, of _____, B.C.
(the “Division”)

WHEREAS:

- A. The Division receives GPSC funding for and operates a Residential Care Initiative Program (the “**Program**”) of supporting commitment of engagement between residential care facilities (the “**Facility**”) and RCI GPs to ensure a high standard level of medical care in such facilities with desired outcomes of reducing inappropriate transfers to acute care, improving provider experience and reducing cost per patient.
- B. The Program involves quarterly payments for on-call services and rostering fees (**which are in addition to and separate from fee-for-service billings related to direct patient care and any other payment for residential care negotiated outside of this agreement**) to RCI GPs who execute this form of agreement, and meet the requirements set out herein.

NOW THEREFORE in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RCI GP COMMITMENTS

- 1.1 The RCI GP will provide the service commitments as described in Schedule “A” and will schedule his/her availability to reasonably ensure the provision of these commitments. This does not include the provision of incidental direct patient care services in the course of performing the commitments under this Agreement.
- 1.2 RCI GPs are responsible for arranging coverage with eligible RCI GPs.

2. **TERM AND TERMINATION**

- 2.1 Term: The term of this Agreement will commence on the Effective Date and conclude upon termination of this Agreement by either party in accordance with the provisions of Article 2.2.
- 2.2 Termination: Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. In addition, the Division may immediately terminate this Agreement upon:
- (a) any material breach of this Agreement by the RCI GP;
 - (b) receipt that the RCI GP is no longer in good standing with the College of Physicians and Surgeons of British Columbia;
 - (c) receipt from the Facility or the RCI GP of notice of cessation of the RCI GPs relationship with that facility;
 - (d) upon receiving notice from the GPSC of its intention to terminate funding for Program; or
 - (e) the death of the RCI GP.

3. **PAYMENT**

- 3.1 Upon receipt of an invoice for the Services provided, the Division will pay the RCI GP in accordance with Schedule "B", as may be amended from time to time.

4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 The RCI GP represents, warrants and covenants with the Division that the Physician:
- (a) is now and will remain enrolled in the Medical Services Plan;
 - (b) is duly licensed and in good standing with the College of Physicians and Surgeons of British Columbia and is lawfully entitled to practice medicine in the Province of British Columbia. The RCI GP will conduct his or her practice of medicine in compliance with the conditions of such licensure. The RCI GP will be responsible for payment of all professional dues and licensure fees.
 - (c) is now and will remain, at the RCI GP's cost, a member in good standing in the Canadian Medical Protective Association. Any claims or actions against the RCI GP will be defended and settled by the RCI GP. The RCI GP will be responsible for payment all of his or her own dues and/or fees for such membership.
 - (d) The RCI GP will obtain, at his or her own expense, and keep in good standing, workers compensation registration and coverage throughout the Term which covers the provision of the Services. The RCI GP will provide proof of this registration,

good standing, and coverage upon the request of the Division from time to time, and in a form satisfactory to the Division.

ADDITIONAL LEGAL TERMS

The additional provisions in Schedule "C" will apply to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

Name of the RCI GP:	
Signature:	Date:
Richmond Division of Family Practice Society	
Name of Authorized Signatory:	
Signature:	Date:

CURRENT FACILITIES AND PROGRAM BEDS IN RICHMOND

Facility Name: _____ Number of Beds _____

Facility Name: _____ Number of Beds _____

Facility Name: _____ Number of Beds _____

Facility Name: _____ Number of Beds _____

Facility Name: _____ Number of Beds _____

SCHEDULE A - AMENDED

RCI GP COMMITMENTS

- Maintain a patient panel of at least 5 residents in designated RCI beds, per Facility. The maximum number of residents in RCI designated beds per physician, per facility cannot exceed 50 beds. The total maximum number of RCI beds across all facilities in Richmond that any one GP can register within the RCI program is 200.
- Provide care for their own RCI designated residents during regular business hours of 9:00am through 5:00pm on weekdays.
- Participate in the RCI Call Group to provide afterhours coverage and on-site attendance to RCI designated residents at all participating facilities in Richmond. The RCI Call Group will provide coverage afterhours, Monday through Thursday from 5:00pm to 9:00am the following day; on weekends from 5:00pm Friday through 9:00am Monday; and on statutory holidays. All GPs participating in the Richmond RCI program will be expected to participate in the call group and to share call commitment equally. The Richmond Division will be responsible for scheduling. Any changes to the call schedule after the schedule has been posted, in terms of securing coverage and communicating within the group or to the call service, is the responsibility of the physician who has requested the change.
- Attend proactive visits, commensurate with resident numbers and need. RCI physicians are required to visit Facility residents a minimum of once every three months and more frequently, if medically indicated.
- Complete medication reviews by on-site meetings or via video or teleconference with input from pharmacist and Facility staff, shortly after the resident's admission and at least every six months thereafter and at any change in the resident's status or after any transfer back from acute.
- Provide completed resident documentation on the Facility care chart, including an admission history/physical identifying the resident's current active problems and reasons for admission to residential care, including completion of the MOST/DOI form, and documentation to the College standard of regular and urgent resident visits, care conferences and medication reviews.
- Attend interdisciplinary care conferences on-site or via video or teleconference following the resident's admission, and annually thereafter.
- Collaborate with the Facilities and other RCI GPs at the Facility to review and address quality of care indicators for the Facility as well as any work flow issues that may arise.
- Participate in at least one geriatric or residential care-focused educational event each year.

- Notify the Division and the Facility of intention to leave the Program.

SCHEDULE B

FEEES AND PAYMENT

1. ON-CALL SHIFT FEES FOR AFTERHOURS

- 1.1 The designated RCI GP will be paid for the provision of On-Call Services in the RCI Call Group at the rate of \$670.00 per week.
- 1.2 RCI GPs who choose to work only a portion of the required commitment are responsible for arranging coverage with eligible On-Call RCI GPs. Should an additional financial arrangement be in place between the two GPs the designated On Call physician is responsible for issuing payment to the GP who has provided coverage.
- 1.3 On-call shift fees will be paid by the Division post-provision of services, in monthly installments, within 30 days after the end of each month, provided that invoices and support materials have been submitted.

2. QUARTERLY ROSTERING AMOUNT

- 2.1 The Division will pay the RCI GP \$200 per year per Qualifying Rostered Resident (the “**Rostering Payment**”), up to a maximum of 200 Qualifying Rostered Residents per physician (the program will comply with the GPSC stipulation where it will not allocate more than \$45,000 to any one Physician). RCI GPS require at least 5 residents per facility to a maximum of 50 residents at each individual facility to receive the Rostering Payment for residents in that facility. This maximum is proposed as an interim measure with plans to reduce this number as the program progresses. Any resident in an RCI designated bed may not be included on more than one physician’s patient roster.
- 2.2 Quarterly Rostering Payments will be calculated monthly based on data provided by Facilities and paid in quarterly installments, within 60 days after the end of each fiscal quarter.
- 2.3 If prior to the end of the relevant fiscal quarter, this Agreement is terminated for any reason, then the Physician will be compensated, on a pro-rated basis, for any services rendered prior to the date of termination, and will not be entitled to any future payments.

3. INVOICING AND PAYMENT DETAILS

- 3.1 The RCI GP agrees to invoice the Division for on call shift fees within 15 days of the end of the month worked, failing which the RCI GP’s right to receive such payment is forfeited and the payment obligation of the Division during that month is extinguished.
- 3.2 Year-end adjustment: at the end of each fiscal year of the Term, the Division shall in its reasonable discretion calculate whether it has any surplus of Program funding related to that fiscal year which remains undistributed to participating physicians. The Division

may, but shall be under no legal obligation to, cause a year end annual adjustment amount, calculated in its discretion, to be paid to the Physician provided this agreement remains in good standing.

APPENDIX A

4. ADDITIONAL LEGAL TERMS

- 4.1 Non-Waiver: No delay or failure of a party to enforce any of its rights under this Agreement operates as waiver of such right or affects any other rights hereunder or the exercise of those rights
- 4.2 Applicable Law: This Agreement will be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein, and the parties irrevocably submit to the exclusive jurisdiction of the courts of British Columbia for the interpretation and enforcement of this Agreement.
- 4.3 Invalid Terms: If any term of this Agreement is held to be invalid, illegal or unenforceable, it will not affect the validity of any other terms of this Agreement and this Agreement will be read as through the invalid term does not exist.
- 4.4 Notices: Any notice required or permitted under this Agreement may be given in writing by delivery or first class mail to a party at the address specified above for that party, or by such other means (including facsimile transmission) as the parties may agree. Any notice delivered by mail will be deemed received four days after posting.
- 4.5 Entire Agreement & Assignment: This Agreement constitutes the entire agreement among the parties with respect to the Program, and there are no other agreements, understandings or terms relating thereto. This Agreement may only be modified by writing signed by both parties. This Agreement benefits and is binding on the parties and their respective heirs, executors, successors and permitted assigns, as the case may be.
- 4.6 Counterparts: This Agreement may be executed in counterparts, and all such counterparts together will be deemed an original and will constitute one and the same instrument.