

THIS AGREEMENT is made in triplicate on the ___ day of _____, 20__.

BETWEEN:

The Province of Saskatchewan, as represented by
the Minister of Health (hereinafter the “Minister”)

- and -

Dr.
(hereinafter the “Physician”)

- and –

The Saskatchewan Health Authority
(hereinafter the “Authority”)

Whereas the Minister desires to encourage physicians to locate to and practice in Saskatchewan;

And whereas the Physician desires to locate a family medicine practice in a Saskatchewan community;

And whereas the Physician had been recruited to practice in a community within the Authority;

And whereas the Minister and the Authority are prepared to assist the Physician in establishing eligibility to practice in a Saskatchewan community;

And whereas in accordance with this Agreement, the Minister and the Authority are prepared to provide funding for the Physician’s assessment and orientation;

Now therefore, in consideration of the mutual benefits received, the Parties agree as follows:

1. The Minister agrees to provide funding directly to the College of Medicine, University of Saskatchewan and the Authority, or indirectly to other agencies for the purposes of allowing the Physician to successfully complete the Saskatchewan International Physician Practice Assessment program (the SIPPA Program) provided by the College of Medicine. The funding to be provided for the purposes of the SIPPA Program covers the following elements, and is agreed by all parties for the purposes of this Agreement to be the amount of \$95,000:
 - stipend paid to the candidate,
 - orientation costs (per candidate),
 - testing costs (per candidate),
 - stipend paid to the assessor,
 - accommodations for the candidate, and
 - incidentals

2. The Physician agrees to complete the SIPPA Program, and where he/she successfully completes the SIPPA Program;
 - (a) To establish a family medicine practice at a facility/clinic approved by the Minister in the community of _____ (the “Community”) on or before _____;
 - (b) To meet all requisite standards of practice and to continue in the practice of family medicine at the approved facility/clinic in the Community on a full-time basis as outlined in Appendix B, for a period of 36 months. Where the Physician works less than full-time, the Physician’s period of service will be calculated on a pro-rata basis as set out in Appendix B.
 - (c) Until the service commitment referred to in clause 2(b) is completed, to not establish a practice in any community in which all or part of his/her field assessment component of the SIPPA Program occurred;
 - (d) To provide the Minister and Authority with any and all information and documentation reasonably requested by it to verify that the Physician has complied with his/her obligations under this Agreement.
3. Should the Physician be unsuccessful in completing the SIPPA Program, this Agreement will terminate and no party shall be required to fulfill any further obligations pursuant to this Agreement.
4. The Physician agrees that the funding provided under section 1 will be fully repaid to the Minister with interest as specified in section 6 in the event of default by Physician. An event of default arises when the Physician fails to fulfill any of his/her obligations under section 2 of this Agreement for any reason, including where the Physician:
 - (a) Loses eligibility for and/or fails to maintain his/her license to practise medicine in Saskatchewan or loses his/her credentialing or privileges with the Authority;
 - (b) Loses eligibility for and/or fails to maintain membership in the Canadian Medical Protective Association;
 - (c) Fails to continue to meet any applicable requirements of Immigration Canada regarding the right to work lawfully in Canada;
5. The Authority will be responsible for the day to day monitoring of the Physician’s responsibilities under this Agreement, and will notify the Minister immediately if the Physician is in an event of default referred to in section 4.
6. Where the Physician is in an event of default, the Minister may issue a demand in writing to the Physician for repayment of the funding. In such an event the Physician agrees to pay to the Minister within 30 days of the date of such demand, as liquidated damages, the sum of \$95,000, plus interest at the rate of _____% per year on the

unpaid balance calculated from the date that the Physician commenced the SIPPA Program.

7. The Physician agrees that where he/she is in default under this Agreement, any amount owing to the Minister may be recovered by setting off such amount against any monies that the Minister or the Authority may owe to the Physician.
8. Where the Physician has any other existing service commitment to the Minister or Authority under any other program, the service commitment of the Physician referred to in section 2 will be calculated from the date that all other service commitments to the Minister and Authority are fully satisfied.
9. The Physician agrees that a copy of this Agreement will be filed with the College of Physicians and Surgeons of Saskatchewan (“CPSS”). The Physician acknowledges that the Minister may notify the CPSS where the Physician is in an event of default under this Agreement and will request that CPSS include information from such notification in any Certificate of Standing issued on behalf of the Physician until such time as the Physician complies with the Agreement. The Minister will notify the Physician of the rationale for notification when the CPSS is notified of failure to comply with this Agreement. Repayment is not considered to be a breach of this Agreement.
10. The Minister may engage the Authority to administer this Agreement on the Minister’s behalf. In the event such occurs, the Physician agrees:
 - (a) that any information about the Physician, (including for greater certainty, information governed by section 37 of *The Saskatchewan Medical Care Insurance Act*) which, in the sole opinion of the Minister, is needed in order to properly administer this Agreement, may be disclosed:
 - i. where the information is in the possession of the Minister, by the Minister to the Authority; and
 - ii. where the information is in the possession of the Authority, by the Authority to the Minister; and
 - (b) that any action (including without limitation a request for information, notice, demand or approval) that may be taken by the Minister pursuant to this Agreement may be exercised by the Authority or an official, employee or agent of the Authority;

Any action taken by the Authority on behalf of the Minister pursuant to this section will be binding upon the Minister and the other parties to this agreement and will have the same effect as if the request for information, notice, demand or collection had been given by the Minister.

11. The Physician agrees that:
 - (a) the Minister or Authority may obtain from the College of Medicine, an affiliate, health care organizations, CPSS or other employers any reports, documents and information about the Physician which relates to this Agreement or the performance of the Physician's obligations under this Agreement as the Minister or Authority may from time to time request; and
 - (b) that the provision of an executed copy of this Agreement to any of the parties mentioned in this section constitutes sufficient authority for those parties to disclose the information requested, and the Physician hereby authorizes and consents to such disclosure.
12. The Physician agrees to complete and execute the Performance Release Form in the form set out in Appendix A to this Agreement.
13. No delay, neglect or forbearance on the part of the Minister or Authority in enforcing against the Physician any term, condition or obligation of this Agreement shall be, or be deemed to be, a waiver or in any way prejudice any right of the Minister and Authority under this Agreement, and any waiver of any term, condition, obligation or breach of this Agreement must be in writing to be effective.
14. In accordance with Section 21 of *The Limitations Act*, the Physician, Authority and Minister agree to extend the limitations period for the enforcement of this Agreement to six (6) years from the date of a breach of this Agreement.
15. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan, and any action to enforce this Agreement shall be commenced and defended in the Province of Saskatchewan.
16. Nothing contained in this Agreement is intended to constitute the Physician to be an employee of the Minister or Authority.
17. In the event that any of the provisions contained in this Agreement or any portion of such provision shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of the provision, as the case may be, shall be severed from this Agreement and such invalidity or unenforceability shall not invalidate, affect or impair the remainder of this Agreement. This Agreement shall be construed as if such invalid or unenforceable provision or portion of the provision had never been contained in this Agreement.
18. The Minister and Authority agree that in the event of the Physician's death, or in the event that the Physician becomes permanently disabled such that the Physician is unable to complete the obligations under Section 2, the Physician's obligations under this Agreement will terminate.

19. The Physician certifies that:

- (a) as at the date of execution of this Agreement, the Physician has not made any other arrangements for the provision of the Physician's services which are in conflict with the Physician's obligations under this Agreement; and
- (b) the Physician will not enter into any such arrangement which will be effective before the period that the Physician has completed the service commitment under section 2 of this Agreement without:
 - (i) Having first sought the approval of the Minister and Authority; or
 - (ii) Having paid in full the amounts required under this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and year first above written.

Signed, Sealed, and Delivered)
in the presence of:)

_____)
Witness for Government)

_____)
Per: Minister of Health)

Signed, Sealed, and Delivered)
in the presence of:)

_____)
Witness for Authority)

_____)
Per: Saskatchewan Health Authority CEO
or Designate)

Signed, Sealed, and Delivered)
in the presence of Physician:)

_____)
Witness for Physician)

_____)
Physician's signature)

APPENDIX A

Performance Release Form

I, _____, hereby irrevocably agree to allow the College of Medicine, University of Saskatchewan to release all reports, documents, and information pertaining to my performance in the Saskatchewan International Physician Practice Assessment (SIPPA) to the Minister of Health or the Saskatchewan Health Authority.

Signature

Date

Witness

Date

APPENDIX B

Full Time Practise

For the purposes of this Agreement services on a full time basis means:

Fee-For-Service (FFS) Physicians

- The volume of services and days of work at the level consistent with the other physicians in that community; and
- Physicians will be required to submit FFS billings in each quarter (three months) the contract year equal to one fourth of 75% of the previous year average active practicing billings for the specialty of training published in the Medical Service Branch (MSB) Annual Report. Where the Physician does not meet this threshold, the Physician will be credited with a pro-rated percentage of full time work and will satisfy the required period of full time service when the monthly percentages added together reaches the period set out in clause 2(b). For example the ROS for a Physician working on a part time basis assuming:
 - Physician bills at 60% of average active billings
 - return of service period of 36 months

$$\begin{aligned}60\% / 75\% \times \text{ROS} &= 36 \text{ months} \\ .8 \times \text{ROS} &= 36 \text{ months} \\ \text{ROS} &= 36/.8 \\ \text{ROS} &= 45 \text{ months}\end{aligned}$$

Non-Fee-For-Service (NFFS) General Practitioners and Specialists

- NFFS physicians may only be employed by or under contract with a health authority. Any other NFFS arrangement will require written approval of the Minister.
- NFFS Physicians will be required to fulfil all the terms of their contract, based on full-time service, including number of days worked, on-call requirements and after hour rotations. If the contract is for less than full time service, the contract must specify the percentage of full time service (FTE) the Physician will provide.
- Full time service will be further validated with a review of the physician's shadow billings to confirm service volumes equivalent to the standards set out for Fee for Service Physicians.

- Full Time service will be verified by the health authority. Where time worked is less than full time service, the return in service period set out in clause 2(b) will be extended based on the following calculation:

$$0.75 \text{ FTE} \times \text{ROS} = 36 \text{ months}$$

$$\text{ROS} = 36/0.75$$

$$\text{ROS} = 48 \text{ months}$$

- All Physicians (FFS and NFFS) must participate equitably in any on-call/after-hours call rotation as part of the local physician call for that specialty.
- Any Physician that does not meet full service requirements during a biannual review will have their billing and service levels reviewed quarterly.