

THIS AGREEMENT is made this ____ day of _____ 20 __. (the “Agreement”)

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF SASKATCHEWAN, as
represented by the Minister of Health
(hereinafter called the “Minister” or “Ministry”)**

AND

Dr. FIRST NAME LAST NAME
(hereinafter the “**Physician**”)

AND

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 has been recruited to practice in a community by 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, orientation and supervision;

NOW THEREFORE, in consideration of the mutual benefits received, the Minister, Authority and the Physician (together, the “**Parties**”) agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions in this Contract:

- (a) “**Approved Facility**” means the approved location of family medicine practice as outlined by the Minister in Section 5.1(a);
- (b) “**Centralized Orientation**” means five (5) weeks of learning activities provided as a component of the SIPPA Program – this includes four (4) weeks of online orientation plus one (1) week of in person orientation;
- (c) “**Certificate of Registration**” means a medical licence or practice permit granted by the College of Physicians and Surgeons of Saskatchewan to permit the physician to legally practice medicine in the province;

- (d) **“Clinical Field Assessment”** means the twelve (12) week period of assessment provided as a component of the SIPPA Program;
- (e) **“College of Medicine”** means the University of Saskatchewan College of Medicine;
- (f) **“Community”** means the community of practice as outlined in Section 5.1(a);
- (g) **“CPSS”** means the College of Physicians and Surgeons of Saskatchewan;
- (h) **“Pro-Rata Service Commitment”** means where the Physician works less than full-time, the Physician’s Service Commitment will be calculated on a pro-rata basis as set out in Appendix B;
- (i) **“Program Cost”** means the cost to administer the assessment of the SIPPA Program inclusive of assessment related costs, stipends, supervision, and assessor costs, SHA recruitment costs as well as licensure processing through the CPSS;
- (j) **“Provisional Certificate of Registration”** is a type of licensure issued by CPSS to qualified medical professionals who do not yet meet all the requirements for regular unrestricted licensure;
- (k) **“Return of Service”** means the mandatory period of family medicine practice in an approved Community;
- (l) **“Service Commitment”** means the duration the Physician must provide a Return of Service under this Contract, which is set out in Section 5.2(b);
- (m) **“SIPPA Program”** means the Saskatchewan International Physician Practice Assessment program whereby eligible internationally educated, practicing family physicians seeking a pathway to licensure in Saskatchewan, which includes pre-screening, screening, College registration, assessor training and stipends, program management, Centralized Orientation, clinical field assessment, evaluation, and formal supervision while in practice;

ARTICLE 2 PARTICIPATION

- 2.1 The Physician will participate in and complete the SIPPA Program in accordance with the requirements established by the College of Medicine and the Ministry, and complete the Return of Service, subject to the terms and conditions of this Agreement.
- 2.2 As confirmed by the SIPPA Program, the Physician must meet all competencies required for certification by the CPSS and the College of Family Physicians of Canada, which can include basic competence in emergency medicine as required by rural communities in Saskatchewan.

ARTICLE 3 PROGRAM COSTS

- 3.1 The Minister agrees to provide funding directly to the College of Medicine and/or the Authority, or indirectly to other agencies for the purpose of allowing the Physician to

successfully complete the SIPPA Program provided by the College of Medicine, as follows:

- (a) The Program Cost 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 **\$110,000** which includes:
- i. SIPPA Program funding (clinical field assessment costs, supervision, and candidate stipend);
 - ii. Authority recruitment costs; and
 - iii. The CPSS licensure and assessment costs per candidate.

ARTICLE 4 REPAYMENT ON TERMINATION

- 4.1 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.
- 4.2 In the event that this Agreement is terminated for any reason, other than in accordance with clause 4.1, before the Physician has completed the Service Commitment in full, the Physician will pay the Ministry the corresponding sum set out in the following formula, plus any interest incurred on that amount from the date of the execution of this Agreement (the “**Repayment Amount**”):

$$\text{Repayment Amount} = \text{Program Cost} + \text{Service Gap Damages} + \text{Interest}$$

- 4.3 The Repayment Amount is the amount set out in the table below in the event that this Agreement is terminated for any reason:

	Timing of Breach and Relocation	Repayment Amount Service Gap Damages Formula
A Physician ceases to practice medicine in Saskatchewan	<p>From the date of this Agreement and completion of the Return of Service Term in full.</p> <p><u>Explanation of Cost:</u> \$110,000 - Estimate of cost of the SIPPA Program, plus interest.</p> <p>\$225,000 - Estimate of cost of the SIPPA Program and liquidated damages in relation to direct and indirect costs to the Ministry associated with the Physician failure to complete the Service Commitment, plus interest. The Repayment Amount is not prorated based on partial completion of the Return of Service Term.</p>	<p>\$335,000</p> <p><u>plus</u> interest, in accordance with clause 4.5, for \$110,000 of the \$335,000 calculated starting on the date of execution of this agreement,</p> <p><u>plus</u> interest, in accordance with clause 4.5, for the remaining \$225,000 calculated starting on the date of execution of this agreement.</p>

Initial Here

	Cost includes 6-month locum replacement cost to the provincial health system due to departure.	<i>Service Gap Damages = \$225,000 (6-month locum replacement cost)</i>
B Physician continues practicing medicine in Saskatchewan, but outside the Community	From the date of this Agreement and completion of the Return of Service Term in full. <u>Explanation of Cost:</u> \$110,000 - Estimate of cost of the SIPPA Program, plus interest. \$112,500 - Estimate of cost of the SIPPA Program and liquidated damages in relation to direct and indirect costs to the Ministry associated with the Physician failure to complete the Service Commitment, plus interest. The Repayment Amount is not prorated based on partial completion of the Return of Service Term. Cost includes 6-month locum replacement cost to the provincial health system due to departure with reduction of 50% due to retaining services in the province of Saskatchewan.	\$222,500 plus interest for \$110,000 of the \$222,500 calculated starting on the date of execution of this agreement, plus interest for the remaining \$112,500 calculated starting on the date of execution of this agreement. <i>Service Gap Damages = \$112,500 (\$225,000 × 50% for remaining in province)</i>

Initial Here

4.4 The Parties agree that the Repayment Amount is a reasonable pre-estimation of the damages that the Ministry will suffer in the event that the Agreement is terminated before the Physician has completed the Service Commitment or Pro-Rata Service Commitment in full, recognizing that:

- (a) it will cost the Ministry \$110,000 to fund the Physician’s placement in the SIPPA Program, as more particularized in clause 3.1(a) and these program costs are reasonably fixed;
- (b) a replacement physician will be required for the Community in the event the Physician does not complete the Service Commitment or Pro-Rata Service Commitment;
- (c) it takes approximately six months to fill a family practice vacancy in an average community of need in Saskatchewan and can take longer in some communities. There

will be added costs for the Ministry to ensure that comparable services are provided in the Community during this time period, and such costs are difficult to quantify, but the Ministry will incur additional costs relating to:

- i. the long-term impact of reduced access to primary health care services (e.g. less early detection, reduced patient management and related administration – resulting in worse and more costly patient outcomes); and
- ii. the provision of alternative services in the community (e.g. locum physician cost including compensation, travel, accommodation) to fill the gap in services, and these costs may greatly exceed the estimated amount of damages.

- (d) The Physician accepts and acknowledges that the Ministry will suffer losses if the Physician does not complete the Service Commitment or Pro-Rate Service Commitment in full;
 - (e) the average locum cost for a family physician in a community of need for six months is \$225,000.00. This includes travel, accommodation costs, termination costs incurred by the SHA, and locum daily rate costs for six months of coverage for the service gap; and
 - (f) the continuation of the Physician's services within Saskatchewan results in the Physician having partially mitigated damages, as overall primary care supply is not lost.
- 4.5 Within thirty (30) days following termination of the agreement, the Physician will pay to the Ministry the Repayment Amount in full. Interest will accrue at the rate of XXX% per year on the unpaid balance calculated from the date of the execution of this Agreement.
- 4.6 If the Physician fails to pay the full Repayment Amount within thirty (30) days under Section 4.5, the Province may recover any monies outstanding by setting off such amount against any monies that the Minister or the Authority may owe to the Physician, and/or refer the matter to any other person or entity for the purpose of collection.

ARTICLE 5 RETURN OF SERVICE

- 5.1 Upon successful completion of the Clinical Field Assessment, the Physician must practice medicine on a full-time basis in the clinical discipline for which the Physician has been assessed and licensed for an in accordance with this Agreement:
- (a) establish a family medicine practice at an Approved Facility by the Minister **in the Community of _____ on or before _____**;
 - (b) The Physician's Return of Service term will commence on a date agreed to by the Physician and the Authority, except that it must commence no later than three (3) months from the completion date of the Physician's Clinical Field Assessment.

- 5.2 The Physician must provide a continuous Return of Service:
- (a) at the Approved Facility in the Community on a full-time basis as outlined in Appendix “B”;
 - (b) for the Service Commitment period of thirty-six (36) months. Where the Physician works less than full-time, the Physician’s period of service will be calculated on a Pro-Rata Service Commitment basis as set out in Appendix B;
 - (c) until the Service Commitment or Pro-Rata Service Commitment referred to in clause 5.2(b) is completed, the Physician shall not establish a practice in any community in which all or part of the Physician’s Clinical Field Assessment component of the SIPPA Program occurred; and
 - (d) provide the Minister and Authority with all information and documentation reasonably requested to verify that the Physician has complied with his or her obligations under this Agreement.
- 5.3 Where the Physician has any other existing service commitment to the Minister or Authority under any other program, the Service Commitment will be calculated from the date that all other service commitments to the Minister and Authority are fully satisfied.

ARTICLE 6 PHYSICIAN REPRESENTATIONS AND WARRANTIES

- 6.1 As of the date of first signing this Agreement, the Physician warrants and represents to the Ministry that:
- (a) the Physician has every intention to complete the Return of Service for the entire Return of Service term, including if the Physician’s placement is not in his or her preferred community or geographical area of Saskatchewan;
 - (b) the Physician has, with all reasonable diligence, considered all existing or foreseeable circumstances of the Physician and their immediate family, and knows of no circumstances that would preclude the Physician from fulfilling their Return of Service obligation, including that the Physician has no knowledge of any material fact or matter that might prevent the Physician from relocating to the Community or otherwise completing the Return of Service in full as contemplated by this Contract; and
 - (c) the Physician intends to follow all processes, act in accordance with all expectations set out in this agreement.
- 6.2 All of the foregoing warranties and representations are material and have been relied upon by the Ministry in entering into this agreement and providing funding in relation to the Physician’s SIPPA Program.
- 6.3 The Physician may notify the Ministry if an exceptional circumstance arises that may prevent the Physician from fulfilling the Return of Service terms, including rendering services in the Community. If such notice is provided, the Ministry will consider the

exceptional circumstance in the context of the Physician's Return of Service obligations and will be determined, in its sole and absolute discretion, whether to approve an amendment to the agreement terms.

ARTICLE 7 MEDICAL PRACTICE

- 7.1 The Physician will not change their medical practice from family medicine without prior approval from the Ministry until the Return of Service Term has been completed.

ARTICLE 8 LICENSE AND QUALIFICATIONS

- 8.1 No later than one (1) month prior to starting the Clinical Field Assessment, the Physician must obtain from the CPSS a license and any other documents necessary to participate in the Clinical Field Assessment.
- 8.2 No later than one (1) month after successfully completing the Clinical Field Assessment, the Physician must apply to CPSS for a Certificate of Registration and for any other documents/approvals necessary to practise medicine in Saskatchewan. The Physician must make all efforts to obtain a Provisional Certificate of Registration from the College no later than three (3) months from the completion date of the Physician's Clinical Field Assessment.
- 8.3 Upon receipt of a Certificate of Registration from CPSS, the Physician must provide a copy to the Authority.
- 8.4 The Physician must apply for and obtain appointment to the medical staff of the Authority with clinical privileges appropriate to the Physician's placement, in accordance with the appointment criteria and processes of the Authority.

ARTICLE 9 BREACHES

- 9.1 In addition to any other provision in this Agreement, and for greater certainty, the Physician will be in material breach of this Agreement and the Physician will be liable to the Ministry for the Repayment Amount in accordance with Article 4 of this Agreement, if the Physician:
- (a) does not begin the Clinical Field Assessment;
 - (b) begins but does not successfully complete the Clinical Field Assessment;
 - (c) has not complied with Section 5.1;
 - (d) contravenes Article 7;
 - (e) does not comply with Article 8;

- (f) does not complete the Return of Service Term in accordance with Section 5.2;
 - (g) has lost the legal right to practice medicine in Saskatchewan;
 - (h) for any other circumstance arising which, determined by the Ministry acting reasonably, prevents the Physician from fulfilling the Return of Service obligations. Such other circumstances may include, but are not limited to:
 - i. revocation or restriction of the Physician's hospital privileges consistent with the applicable hospital bylaws respecting non-renewal for discipline,
 - ii. criminal conviction of the Physician, or
 - iii. any suspension, cancellation, revocation, or imposition of terms, conditions, or limitations on the Physician's Certificate of Registration issued by the College.
- 9.2 The Ministry may terminate this agreement by giving notice in writing to the Physician of any breach of this agreement, including any term described in Section 9.1.
- 9.3 For the purposes of Section 9.2, the agreement terminates on the date set out in the notice under Section 16.
- 9.4 The Ministry 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 5 of this Agreement as determined by the Ministry or Authority acting reasonably, the Physician's obligations under this Agreement will terminate with no repayment obligation.

ARTICLE 10 REPORTING

- 10.1 If the Ministry asks for information relating to this agreement, including but not limited to a report, documentation, records, or other information related to this agreement, the Physician will provide this information as soon as practicable at no cost.
- 10.2 The Physician must provide prompt notice to the Ministry of extended leave, including but not limited to parental leave, medical leave, or any delay that may impact or extend the completion date of the Physician's SIPPA Program or Return of Service obligation.
- 10.3 The Ministry, in the course of management and the oversight of the SIPPA Program and this agreement, will utilize billing, payment, and encounter data to validate and assess hours, locations, and services delivered and may use that data, in consultation with the Authority, in determining if the Physician is providing services in accordance with the Agreement and for health system planning purposes.
- 10.4 The Ministry 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:

- iv. where the information is in the possession of the Minister, by the Minister to the Authority; and
 - v. 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; and
- (c) 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.
- 10.5 The Physician acknowledges, consents, and agrees that commencing on the date of the Physician's match to the SIPPA Program, the Ministry may, in the course of managing and administering this agreement, disclose and obtain the Physician's name, specialty, contact information, all reports, documents, information relating to this agreement, and information relating to the performance of the Physician's obligations pursuant to this agreement to and/or from the following stakeholders: CPSS, SHA, the College of Medicine, national, provincial or territorial regulatory bodies, affiliates, health care organizations, or other employers who may have an interest in securing the services of the Physician, in order to fulfil the Return of Service obligation.
- 10.6 The Physician acknowledges that the Ministry may notify the CPSS and College where the Physician fails to comply with any material term of this agreement, and that the Ministry may request that the CPSS include information from such notification in the certificate of professional conduct issued for the Physician.
- 10.7 The Physician agrees to complete and execute the Performance Release Form in the form set out in Appendix "A" to this agreement.

ARTICLE 11 AMENDMENTS

- 11.1 This agreement will not be amended, except by written agreement between the Ministry and the Physician.
- 11.2 The Approved Addendum will not be amended except by written agreement between the Authority and the Physician, as approved by the Ministry.

ARTICLE 12 RELATIONSHIP OF THE PARTIES

- 12.1 The Physician's relationship with the Ministry will, during the term of this agreement, be that of an independent contractor. Nothing contained in this agreement is intended to constitute the Physician as an employee of the Minister or Authority.

ARTICLE 13 ENFORCEABILITY AND SEVERABILITY

- 13.1 If a court or other lawful authority of competent jurisdiction declares any provision of this agreement invalid, illegal, or unenforceable, the Parties acknowledge and agree that the impugned term will be modified to the minimum extent required to make it valid, legal, or enforceable based on context of this agreement and the Ministry's objectives for the SIPPA Program funding and program, and that this agreement will continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions will survive any such declaration.
- 13.2 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.
- 13.3 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.
- 13.4 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.

ARTICLE 14 NO WAIVER UNLESS IN WRITING

- 14.1 No waiver of any breach of this agreement will operate as a waiver of any similar subsequent breach or of the breach of any other provision of this agreement. No provision of this agreement will be deemed to be waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the Party that is purporting to have given such waiver or consent. No delay or omission on the part of any Party to this agreement will operate as a waiver of any such right. No waiver or failure to enforce any provision of the agreement will in any way affect the validity of the agreement or any part of it.

ARTICLE 15 ASSIGNMENT OR TRANSFER

- 15.1 Neither this agreement, nor any of the rights or obligations of the Parties arising under this agreement, will be transferable or assignable by any Party to any third party without the prior written consent of the other Party, except that the Ministry may assign or transfer some or all of its rights and obligations under this contract to the Authority.

ARTICLE 16 NOTICE

- 16.1 A notice given or required under this agreement will be in writing.

ARTICLE 17 ENTIRE AGREEMENT

17.1 This agreement constitutes the entire agreement between the Parties with respect to the subject matter of this agreement and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or oral, express or implied, statutory, or otherwise.

ARTICLE 18 LEGAL ADVICE

18.1 The Physician certifies that:

- (a) The Physician acknowledges that he or she has the right to obtain independent legal advice before signing this agreement and hereby confirms that he or she has obtained that advice or does not wish to seek or obtain independent legal advice;
- (b) 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
- (c) the Physician will not enter into any arrangement for the provision of Physician services that conflict with the Physicians' obligations under this Agreement, which will be effective before the period that the Physician has completed the Service Commitment under section 5 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 executed this Agreement on the date written at the head of this Agreement:

Witness for Ministry

Per: Minister of Health or Designate

Witness for Authority

Per: Saskatchewan Health Authority CEO or Designate

Witness for Physician

Physician's signature

DRAFT

APPENDIX A

Performance Release Form

I, Dr. _____, 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 and/or the Saskatchewan Health Authority.

Signature

Date

Witness

Date

APPENDIX B

Full Time Practice

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

$$60\% / 75\% \times \text{ROS} = 36 \text{ months}$$

$$.8 \times \text{ROS} = 36 \text{ months}$$

$$\text{ROS} = 36 / .8$$

$$\text{ROS} = 45 \text{ months}$$

Non-Fee-For-Service (NFFS) Physicians

- 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.

DRAFT