

DOCTOR OF THE DAY PROGRAM

POLICY

FOR

HEALTH AUTHORITIES

Ministry of Health Services

February 24, 2003

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Description

The Doctor of the Day program (DoD) is a provincial program established by a *Memorandum of Agreement* between the British Columbia Medical Association (BCMA) and the Government of British Columbia. The term of the DoD program is April 1, 2002, to March 31, 2004.

Funding

The annual budget for the DoD is \$2 Million per year for the term of this agreement, April 1, 2002, to March 31, 2004.

Purpose

The purpose of DoD program is to:

- Provide the medical care required by orphaned patients including admission to hospital and necessary physician care while in hospital.
- Ensure that general practitioners (GPs) providing doctor of the day coverage are compensated at the agreed rate for being available to provide this service.

Guidelines

While there are no specified response times for DoD, physicians are expected to provide timely and appropriate care for patients.

Wherever possible, health authorities (HA) should ensure physicians participating in a DoD program have obstetrical privileges at the facilities where they provide services.

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Term	Definition
<i>Acute Care Facilities</i>	<ul style="list-style-type: none"> A general acute care hospital as designated under the <i>Hospital Act</i> [R.S.B.C. 1996 Ch. 200].
<i>Call Schedule</i>	<ul style="list-style-type: none"> A schedule outlining call coverage to be provided by physicians participating in a physician call group under contract to a HA.
<i>Contracts</i>	<ul style="list-style-type: none"> Doctor of the Day (DOD) services will be described in contracts between the HA and the physician call groups. See appendices for template contract.
<i>Doctor of the Day</i>	<ul style="list-style-type: none"> A doctor working in a hospital who takes the responsibility for orphan patients including admission and in-patient follow-up care.
<i>Emergency</i>	<ul style="list-style-type: none"> A condition involving the possible loss of life, limb or function, and for which appropriate therapy must be implemented urgently.
<i>Hospitalist</i>	<ul style="list-style-type: none"> A physician who spends at least 25 percent of their professional time serving as the attending physician for in-patients, during which time they accept other patients who are returned to the care of their General Practitioner (GP) and/or Family Physician (FP) at the time of hospital discharge.
<i>Locum</i>	<ul style="list-style-type: none"> A physician with appropriate medical staff privileges (locum tenens) who substitutes on a temporary basis for another physician.
<i>Orphan Patient</i>	<ul style="list-style-type: none"> A patient who does not have a GP or FP or has a GP and/or FP that does not have hospital privileges and must be admitted to hospital for continuous care.

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Policy: Contracts

Health Authorities will have contracts with DoD call groups (or physicians in the DoD group in each HA) to provide specified coverage, and will provide payment in accordance with the policies of DoD (Appendix 2 - contract template).

Where an enforceable doctor of the day contract exists at the date of signing the *Memorandum of Agreement*, the contract must be terminated as soon as is legally possible. All other pre-existing higher rates will expire four months (February 4, 2003) from the date of signing the *Working Agreement* which was November 4, 2002.

Policy: Rates

The *Subsidiary Agreement for GPs* sets out the remuneration rate for DoD services at \$400 for 24 hours of coverage. Physicians are to meet clinical needs of patients by providing the standard of care required.

Where there is a requirement for less than 24-hour coverage, an appropriate rate, based on the 24-hour rate, shall be determined at the local level.

This program provides Health Authorities with funding for DoD services in specific facilities (see Appendix 1 for a list of sites).

Policy: Eligibility**Hospital Eligibility**

Hospitals eligible for DoD services must:

- a) Average at least 2 and up to 5 new orphan patients per day
- b) Not have a hospitalist (Over 5 orphan patients/day)

Individual Eligibility – as per listed in Appendix 1

In order to allow physicians reasonable time off and to prevent burn-out, schedules for physicians should be designed to provide DoD services for a maximum 1 in 3 on-call.

Physicians must have hospital privileges to admit and care for patients.

Multiple Call Groups

Physicians who receive payment for participating in a DoD group cannot receive payment from a call group under Medical On-Call / Availability Program (MOCAP) at the same time.



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Emergency Room - GP

Where emergency department / urgent treatment center physicians provide emergency room services on-site, including care of orphan patients, there may be no DoD payments made.

Locums

Locums or temporary replacement physicians with medical staff privileges and appropriate credentials are eligible to receive DoD payments, in accordance with a call group designated by the HA.

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Section:	ADVISORY COMMITTEE, REPORTING, MONITORING AND EVALUATION	Effective:	24 Feb 2003

Policy

The MOCAP Advisory Committee will monitor the implementation of DoD to ensure policies are followed and ensure consistency in application of the program across the Province. The committee is made up of nominees from the HAs and MOHS and is accountable to MOHS.

Policy

Health authorities will provide the following reporting requirements to MOHS:

- A semi-annual financial statement within forty-five (45) days of the semi-annual period end;
- A semi-annual status report, and
- A summary of annual financial and status information for each fiscal year. The MOHS will adjust the health authorities' DoD budget for the subsequent year to reflect any surplus in the coverage that has occurred in the previous year.

Policy

Ministry of Health Services will be responsible for reviewing the financial statements and status reports from HAs; and, providing a semi-annual monitoring report to the Advisory Committee and HAs. The monitoring report will include a program budget statement and a compilation of the 'issues' HAs submitted in their status reports.

The Advisory Committee will:

- Determine program accountability and evaluation criteria and,
- Review the semi-annual monitoring reports prepared by MOHS.



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Section:	TRANSITIONAL ARRANGEMENTS	Effective:	24 Feb 2003

Policy

Health Authorities will ensure all DoD arrangements existing on April 1, 2002, will comply with DoD no later than February 4, 2003.

Health Authorities receiving program funding will be expected to comply with the program policy. The MOHS may withhold funding to Health Authorities that fail to comply with the program policy.

Retroactive payments for the DoD services will include "topping up" payments already received where those payments were for less than \$400 per twenty-four (24) hour period. Retroactive payments from April 1, 2001, will be based on the approved levels of DoD as designated for the 2002/2003 fiscal year.

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Doctor of the Day (DoD) Sites

Health Authority	Facility/Location
NHA	Prince George Regional (Prince George)
IHA	Royal Inland (Kamloops)
IHA	Vernon Jubilee (Vernon)
IHA	Penticton Regional (Penticton)
VIHA	St. Joseph's (Comox/Courtenay)
VIHA	Cowichan District (Duncan)
VCHA	Mt. St. Joseph + SVH (Vancouver)
VCHA	Richmond
VCHA	St. Paul's Hospital (Vancouver)
VCHA	Lion's Gate (North Vancouver)
FHA	Langley Memorial (Langley)
FHA	Peace Arch (Whiterock)
FHA	MSA (Abbotsford)
FHA	Chilliwack General (Chilliwack)
PHSA	C&W - FPE



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TEMPLATE DOCTOR OF THE DAY CONTRACT

BETWEEN:

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

AND:

(the "Health Authority")

WHEREAS the Call Group wishes 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 On-Call 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

"Doctor of the Day" – (DoD) means being available to provide medical care to orphan patients, other than a Member's or Call Group's own patients.

"Call Group" means a physician or group of physicians who have agreed to share responsibility to provide Doctor of the Day on contract to a health authority.

"Second Master Agreement" means the agreement between the Government of British Columbia (Government), the Medical Services Commission (MSC) and the British Columbia Medical Association (BCMA), dated February 28, 2001.

"Working Agreement" means at any one time the current Working Agreement between the Government, MSC and BCMA.

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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 Article 1.4, 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 the 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.

Article 3: Payments By Doctor of the Day Groups

- 3.1 The Members of the DoD 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.

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- 3.2 The liability of Members of the DoD Group for payments at Clause 3.1 are severable and not joint.
- 3.3 Each Member of the DoD 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 the Member's failure to make payments required at Clause 3.1.
- 3.4 The indemnity clause in Article 3.3 survives the expiry or earlier termination of this Contract.

Article 4: Unincorporated DoD 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 DoD Group.

Article 5: Autonomy

- 5.1 Each Member will provide the DoD 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.

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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 clause 6.2 above, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the arbitrator or mediator.

Article 7: DoD Requirements

- 7.1 The DoD Group will provide Medical care required by orphaned patients including admission to hospital and necessary physician care while in hospital.
- 7.2 Notwithstanding Article 7.1, response times will be dictated by patient need.
- 7.3 The DoD Group will notify the health authority of the shift 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 DoD shift rota. The consent of the health authority will not be unreasonably withheld.

Article 9: Compensation

- 9.1 The health authority will pay the DoD Group or individual Members (time period – biweekly , etc.) upon receipt of an invoice for DoD provided based on a rate of _____ per year for DoD service provided.

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9.2 In no event will the aggregate amount paid under this Contract exceed the sum of \$146,000 per year.

Article 10: Reporting

10.1 Each DoD Group will report to the health authority payment received by each physician in the group, 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 HA:

Address of each Member of DoD 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 Second Master Agreement, and the Working Agreement, embody the entire understanding and agreement between the parties relating to DoD and there are no covenants, representations,



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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 _____ 2003.

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

Authorized Signatory

Dr. (Name of Member of DoD Group)