

Guide to working as a contracted physician in a community medical clinic

Physicians may choose to practise in a clinic owned by someone other than themselves. A clinic owner can be another physician, a non-physician or a private company not owned by a physician. Physicians providing clinical services have specific professional and regulatory obligations non-physician owners do not have, and this may present challenges if not properly anticipated or addressed prior to commencing employment.

Non-physician-owned clinics are owned and operated by a non-physician entity within in which a physician can establish a medical practice. These owners can be private individuals, corporations, pharmacists, etc. Physician-owned clinics can also contract other physicians and while in those cases, the owners are bound by the same obligations as the physicians who work for them, it is important to be aware of individual responsibilities and have a clear understanding of expectations.

Considerations:

- As a contracted physician, there are no start up or overhead costs associated with owning a clinic.
- You'll have less control over your working environment and scheduling.
- Access to patient records can be difficult if you ever leave the clinic or practice, as the owner may maintain ownership over the physical records. This may impact your ability to meet professional and regulatory obligations as custodian of the medical information contained in the records.
- Non-physician owners are not subject to regulatory oversight by CPSA, which means there are fewer avenues by which to raise concerns if there is interference with your practice, or ability to meet professional obligations.
- When providing locum services, ensure there is a formal agreement (Information Sharing Agreement or contract) that identifies the custodian and affiliates.

Professional obligations

Professional and ethical obligations apply regardless of whether a physician is contracted or self-employed. This includes:

- The wellbeing of the patient
- Professional integrity
- Professional excellence

All CPSA [Standards of Practice](#) apply to a physician's practice, regardless of workplace setting.

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If a physician is acting as the Medical Director in an Accredited Medical Facility (in accordance with the *Health Professions Act*¹), medical administrative lead or designated representative, etc. as part of a contracted role, it is important to clarify duties and responsibilities and be aware of the regulatory and legal implications of the title or role.

CPSA expects physicians to comply with our [Responsibility for a Medical Practice](#) standard of practice (which has a corresponding [Advice to the Profession](#) document for further guidance), which includes ensuring regulated and non-regulated clinic office staff have appropriate qualifications and supervision, regulated staff have appropriate qualifications, responsible billing practices, advertising, quality assurance and quality improvements, custody of health information (including maintenance and storage), notification of change to practice location and clear identification of all care providers.

Medical-legal issues

Contracts may require physicians to maintain professional liability protection. As the Canadian Medical Protective Association (CMPA) does not generally provide advice to members on signing individual contracts, members are encouraged to contact their own personal legal counsel.

Some contracts also contain indemnification clauses, which are promises in which one person (“A”) agrees to compensate another (“B”) if B suffers a specified harm or loss. Confidentiality clauses, dispute resolution provisions and contract termination privileges may also be included.

Key considerations:

- Review all contracts with independent legal counsel to fully understand what is being agreed to.
- Review the language in any professional liability clauses.
- Ensure understanding of details of indemnification clauses if there are any, including:
 - Who is indemnifying whom?
 - What kinds of harm or loss will be compensated?
 - What must the harm or loss be caused by to be compensated?

¹ The term “Medical Director” is only enshrined in legislation related to Accredited Medical Facilities and, as such, is not otherwise defined outside that context. For more information, please see the [Health Professions Act](#), Schedule 21(8) (Dec. 15, 2022).

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- Understand obligations with respect to confidentiality clauses, such as the maintenance of electronic medical records and the duration of those obligations after the contract term ends.
- Understand the mechanism of engagement in a formal dispute resolution process, as it may or may not be laid out in the contract.
- Under CPSA's [Patient Record Retention](#) standard of practice, a custodian physician is required to sign an Information Sharing Agreement (ISA) whenever access to patient records is shared with other custodians, for the purposes of continuity and quality of care.

For more information and guidance on understanding medical-legal issues in individual contracts, see the following documents from CMPA:

- [Medical-legal issues to consider with individual contracts](#)
- [The changing practice of medicine: Employment contracts and medical liability](#)

Electronic medical records

In Canada, patients own the **information** in their medical records and are entitled to examine their records or receive a copy.

The physician is the **custodian** of the information in the medical record, irrespective of who owns the electronic medical records (EMR) and patient records.

The record itself is usually owned by the person or organization responsible for its creation. The [Health Information Act](#) (HIA) defines custodians and outlines responsibilities and obligations.

The owner of a clinic can own the EMR and by extension, control access to the records, but they are not allowed to **access** the information in the records. The EMR is a system of creating and managing records, but the information contained in those records must be controlled by a regulated health professional custodian as per the HIA.

Control over patient records may be restricted when working under a contract in a clinic. This may present challenges in meeting CPSA's [Patient Record Retention](#) standard of practice and [Physicians as Custodians](#) Advice to the Profession document. Information sharing agreements and information management agreements are key to ensuring that physicians retain access to the information contained in the EMR in the event of leaving the clinic.

It is important to consider obligations such as patient record retention and continuity of care and how these will be met in the context of a contractual relationship.

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Key considerations:

- Address issues of record ownership, custody and access **before** entering a contract. Learn more about information sharing agreements and information management agreements:
 - [Agreements and Data Sharing \(Alberta Medical Association\)](#)
- Information sharing agreements should address issues of the cost involved in transferring records if your contract is terminated or you relocate to another clinic and who will be responsible for chart release in the event of a legal request if you are no longer at the clinic.
- Consider issues of enduring access to patient records—if you are no longer contracted by the clinic, will you be able to access patient records and for what time period?
- If you have provided locum services, how will you access records if needed at a future date
- Abide by all legal requirements and standards with respect to the creation, maintenance and general use of electronic medical records where applicable.

Remuneration

The method of remuneration may operate differently when working under contract with a clinic.

Key considerations:

- Understand the remuneration model as specified in the contract, including whether payment is based on fee-for-service billings or an hourly rate, payment schedule and benefits if applicable.
- Consider factors such as income predictability, income flexibility and benefits when considering a contract with a clinic.

Conflict/dispute resolution

When working under a contract in any clinic, disputes may arise.

Disputes may arise from lack of communication, differences in professional priorities or lack of control over the working environment, among others. It is important to maintain healthy and communicative professional relationships, especially when working for a contractor where unresolved disputes may potentially lead to professional disciplinary actions.

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Key considerations:

- Ensure familiarity with the dispute resolution mechanisms and processes outlined in your contract.
- Inform your employer of issues arising, such as lack of equipment or unsafe/unsanitary working conditions.
- Consider the possibility of disciplinary actions if conflicts/disputes are unresolved.
- Maintain open communication and healthy working relationships to avoid disputes/conflicts as much as possible.

Professional autonomy

When working under a contract in a clinic, there may be less control over workplace environment and work schedule.

Key considerations:

- Understand work schedule commitments and processes to address changes, flexibility and expectations.
- Know the work environment and how much control you may have over equipment/resources.
- Knowledge of CPSA expectations regarding [facility accreditation](#) or [infection prevention and control](#) (IPAC).
- Be familiar with the owner's expectations and remember your commitments to the medical profession, regardless of the owner's expectations.

Conclusion

There are important considerations when deciding to practise in as a contracted physician in a clinic. These arrangements may remove some of the financial barriers associated with operating a practice but also reduce a physician's control and autonomy over the clinic and their practice. A physician under contract in a clinic will still be required to meet professional and regulatory obligations, and it is important to understand the terms of a contract before committing in order to make an informed decision that allows them to practise safely and comply with their professional and regulatory obligations.