

INSTRUCTIONS TO COMPLETE THE PRACTICE AGREEMENT

1. Complete all highlighted/blank sections and return the signed Practice Agreement to PCNMedAffairs@islandhealth.ca
2. Page 1 - The Practice Agreement should include, and be signed by the Contracted Physician as well as any Practitioners who control/contribute to day-to-day decision making over operational activities such as scheduling, vacation/leave coverage, patient assignment/panel balance etc. If these activities are managed by the Practitioners as a whole, then all practitioners at the clinic would need to sign off on the Practice Agreement with the Contracted Physician.
3. Section 6 - \$75,000 per year per 1.0 FTE is provided to the physician by the Health Authority as an overhead contribution. Section 6 should list the total overhead that the physician is required to contribute to the Practice including/excluding 3rd party and QI bonus payments.
4. Section 11 - Indicates a standard patient panel size for a NTP physician. Please adjust this section for a partial FTE or if the Ministry has approved an exception to the standard panel size.
5. Section 14 - A physician can choose to either include or exclude home visits in their contract.
 - Excluded - the physician would bill fee-for-service for home visits.
 - Included – the physician would record the time spent with the patient under their contract hours. Time spent in travel to and from the patient's home is not included in the contract hours.
6. All of the practitioners in the Practice, as well as the NTP physician, must sign the Practice Agreement.
7. If you have questions, or need assistance in completing the Practice Agreement, please email PCNMedAffairs@islandhealth.ca

PCN NTP FP SERVICE CONTRACT
SCHEDULE 1 TO APPENDIX 2
PRACTICE AGREEMENT

[Note: This Agreement is a template only intended to assist practitioners when a Contracted Physician joins a practice. It is not intended to be a comprehensive association agreement among practice members and largely assumes that such an agreement already exists in an existing group practice. This Agreement does not and is not intended to deal with the various legal, professional and business issues relevant to a group practice and should not be taken as legal advice.]

THIS PRACTICE AGREEMENT (the “**Agreement**”) is made with effect from the [] day of [], 20[]

AMONG:

_____, of _____, BC

AND:

_____, of _____, BC

AND:

_____, of _____, BC

AND:

_____, of _____, BC

AND:

_____, of _____, BC

AND:

_____, of _____, BC

AND:

_____, of _____, BC

(collectively, the “**Practice Practitioners**”)

_____, of _____, BC

AND:

(the “**Contracted Physician**”)

(each a “**Practitioner**” or a “**party**”, and together referred to as the “**Practitioners**” or the “**parties**”)

WHEREAS:

- A. The Practice Practitioners operate a group primary care practice known as **Name of Practice** (the **"Practice"**), providing Primary Care Services (defined below) to patients of the Practice.
- B. The Contracted Physician intends to enter into a service contract with the Health Authority (defined below) for the provision of Primary Care Services (the **"Service Contract"**) on the condition that the Contracted Physician join an existing group primary care practice, or establish a new group primary care practice with other practitioners and enter into a practice agreement with the other primary care providers in that practice.
- C. The parties wish to enter into this Agreement to have the Contracted Physician join the Practice in accordance with the Service Contract and to set out the parties' respective rights and obligations toward each other as a result of the Contracted Physician's addition to the Practice.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PREMISES AND COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

- 1. In this Agreement, the following terms shall have the following meanings:
 - (a) **"Contracted Physician"** has the meaning set out in the introductory clause of this Agreement.
 - (b) **"Health Authority"** means Vancouver Island Health Authority.
 - (c) **"Panel size"** means those patients attached to the Contracted Physician that have had an appointment during the three-year term of the Service Contract.
 - (d) **"Practitioner"** or **"Practitioners"** has the meaning set out in the introductory clause of this Agreement.
 - (e) **"Practice Practitioners"** has the meaning set out in the introductory clause of this Agreement.
 - (f) **"Practice"** has the meaning set out in Recital A.
 - (g) **"Primary Care Services"** means those services set out in Section 12 below and detailed in the Service Contract.
 - (h) **"Service Contract"** has the meaning set out in Recital B.
 - (i) **"Short Term Locum"** means a qualified practitioner who replaces a Physician to provide Primary Care Services at the Practice and who is not a member of the Practice.

ACCEPTANCE INTO PRACTICE

- 2. The Practitioners hereby agree and confirm that, effective as of the date of this Agreement, the Contracted Physician will join and become a member of the Practice along with the Practicing Practitioners.

RELATIONSHIP

- 3. The Practitioners hereby agree that they are independent contractors and are associated solely for the purpose of facilitating delivery of their respective Primary Care Services at the Practice. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or employment relationship among the parties, and, except as otherwise set out herein, no party shall have any right to obligate or bind any other party in any manner whatsoever. In no event shall the relationship between the Practitioners be construed as imposing any liability whatsoever on one Practitioner for the acts, omissions, or obligations of another in his or her professional capacity as a practitioner or otherwise.

ACKNOWLEDGEMENT OF SERVICE CONTRACT

- 4. The Practice Practitioners hereby acknowledge that the Contracted Physician will enter into the Service Contract for the provision of Primary Care Services. Each Practice Practitioner agrees to respect the

Contracted Physician's rights, obligations, and limitations under the Service Contract, including with respect to hours, scheduling, patient attachment, panel size and audit requirements. No Practitioner will require the Contracted Physician to do any act or thing or impose on the Contracted Physician any limitation that is inconsistent with the terms of the Service Contract or that interferes with the Contracted Physician's ability to fulfill any of his/her/its obligations under the Service Contract. Each Practice Practitioner also agrees to reasonably support the Contracted Physician, as may be necessary, in fulfilling his/her/its obligations under the Service Contract, including with respect to coordinating with the Contracted Physician as required to ensure that non-emergency Primary Care Services will be accessible during reasonable, regular hours each week of the year to the patients served by the Contracted Physician and the Practice.

PROVISIONAL REGISTRATION

5. If the Contracted Physician holds Provisional Registration as defined in the Service Contract, until the Contracted Physician obtains full registration, the Practitioners will assign one or more Practitioners who are physicians in good standing with the College to supervise the Contracted Physician as required by their Provisional Registration. It is the responsibility of the Contracted Physician to review the specific conditions for Provisional Registration outlined by the College. The supervising Practitioner(s) should be readily available to the Contracted Physician as necessary to satisfy the College's direction with respect to the level of supervision required.

CONTRIBUTION

6. Subject to the Service Contract being in effect and the monies owed to the Contracted Physician under the Service Contract are duly paid and received by the Contracted Physician, the Contracted Physician agrees to remit to the Practice in a timely fashion \$ [REDACTED] as contribution to the overhead costs of the Practice.

COVENANTS OF PRACTITIONERS

7. The Practitioners each covenant and agree as follows:
 - (a) To maintain, and on request provide proof to the other Practitioners, that they or any practitioners sub-contracted or otherwise engaged by them holds a valid license to provide primary care in the Province of British Columbia and professional liability protection with the Canadian Medical Protective Association, Canadian Nurses Protective Society or other like association as applicable and commensurate with the nature of their practice;
 - (b) That, subject to any existing agreement of the Practice, each Practitioner is personally responsible for all professional and personal expenses including, but not limited to, Canadian Medical Protective Association or Canadian Nurses Protective Society membership, licensing fees and other society/association memberships;
 - (c) That, subject to any existing agreement of the Practice, each Practitioner is responsible for obtaining and maintaining adequate disability or medical insurance to deal with his/her financial needs in the event of disability due to illness, injury or otherwise. No party shall have responsibility to provide compensation to another party who is disabled;
 - (d) That the Contracted Physician's contribution under Section 5 of this Agreement constitutes the total required contribution of the Contracted Physician for Practice overhead;
 - (e) To execute, on an annual basis on the anniversary of the date of this Agreement, a renewal agreement or ratification agreement to confirm the validity and effectiveness of this Agreement for the following year (provided that failure to renew or ratify this Agreement will not invalidate this Agreement if the parties continue to operate pursuant to its terms);
 - (f) To provide detailed contact information, including, but not limited to, business and home addresses, electronic mail and other forms of electronic messaging addresses, and telephone numbers to the Practice and to each other for the purposes of communication and correspondence;

- (g) To observe and perform their professional obligations in accordance with applicable standards of law, professional ethics and medical practice and in accordance with the terms of this Agreement;
- (h) To maintain an Electronic Medical Record in accordance with the rules concerning health practitioner's records under all current and applicable legal and professional regulatory requirements and provide access to the EMR if required in accordance with the audit provisions of the Service Contract;
- (i) To promptly upon execution of this Agreement, review, amend as necessary, and add the Contracted Physician to any existing policies or agreements of the Practice in order to give effect to, or ensure consistency with, the parties' agreements and obligations under this Agreement;
- (j) That any new practitioner joining the Practice must execute and become a party to this Agreement;
- (k) That the Contracted Physician has permission of the Practice Practitioners to provide a copy of this Agreement and disclose any amendments to this Agreement to the Health Authority pursuant to the Service Contract.

SCHEDULING

8. Subject to the terms and conditions of the Service Contract, the expected work arrangements for the Contracted Physician are:
- (a) expected number of days of work a year is [redacted] to [redacted].
 - (b) expected number of days of work in a week is [redacted] to [redacted].
 - (c) expected number of hours of work in a day is [redacted] to [redacted].
9. Subject to the terms and conditions of the Service Contract and any other legal or professional obligations, the Contracted Physician will consult with the Practice Practitioners on the establishment of his/her schedule and expected appointment duration.
10. Subject to the terms and conditions of the Service Contract, the expected leave scheduling and coverage obligations of the Contracted Physician are:
- (a) The Contracted Physician <is/is not> expected to work on Statutory Holidays.
 - (b) The Contracted Physician may take up to [redacted] weeks' vacation per calendar year and will either:
 - (i) attempt to secure a Short Term Locum or a subcontractor to cover such periods of vacation; or
 - (ii) make specific arrangements for coverage with another physician in the Practice.The Contracted Physician shall ensure that any Short Term Locum who is a physician remits [redacted] % of their billings to the Practice to cover overhead.
 - (c) The Contracted Physician will provide advance notice of at least [redacted] months of absences due to vacations.
 - (d) **After Hours Call: (insert call group requirements or NA if not applicable)**

NATURE OF SERVICES

11. Subject to the Service Contract, the Contracted Physician will maintain a Panel Size consistent with the following:
- (a) In the first year of the contract, a minimum of 800 patients
 - (b) In the second year of the contract, a minimum of 1250 patients
12. The Contracted Physician will maintain a panel composition similar to that of other Practitioners who are physicians in the Practice with respect to factors such as age and complexity, unless otherwise agreed to by all Practitioners in order to meet a particular population need.

13. The Contracted Physician will provide a full scope of Primary Care Services consistent with the Service Contract and that provided by other Practitioners in the Practice, including, but not limited to the following:
- (a) Health promotion and illness prevention services;
 - (b) Primary care for minor or episodic illnesses;
 - (c) Chronic Disease Management;
 - (d) Management and coordination of patient care across the spectrum of primary, secondary and tertiary care;
 - (e) Primary reproductive care;
 - (i) Sexual health, including prevention and management of sexually transmitted infections
 - (ii) Organization of appropriate screening
 - (iii) Provision of or arrangement with another provider for prenatal, obstetrical, postnatal and newborn care
 - (f) Primary mental health and substance abuse services;
 - (g) Support for the terminally ill (excluding patients in facilities);
 - (h) Coordination and access to rehabilitation;
 - (i) Provide medical coordination and participate in multidisciplinary team planning for the ongoing health needs of patients;
 - (j) Provide health prevention and promotion activities including organizing and/or participating in health prevention forums focused on the health care needs of the Health Service Delivery Area.
 - (k) Insert other services that all Practitioners who are physicians in the Practice Provide. Include if the Practice and the Contracted Physician agree that the Contracted Physician will provide services in addition to those set out above.**
14. The Contracted Physician will provide the Primary Care Services at locations and by means consistent with that provided by other Practitioners in the Practice, including:
- (a) at the location of the Practice,
 - (b) by telephone, where clinically appropriate,
 - (c) by digital/virtual care, where clinically appropriate,
 - (d) insert other locations of practice such patient's home, where permitted and appropriate**

TERMINATION

15. This Agreement will be subject to any termination provisions in any existing agreement of the Practice to which the Contracted Physician will become a party in accordance with Section 6(i) of this Agreement, provided that the Contracted Physician may terminate this Agreement on six (6) months' written notice if the Health Authority exercises its termination rights to terminate the Contracted Physician on six (6) months' notice under the Service Contract. In the absence of any termination provisions or existing agreement of the Practice, the Practice Practitioners may terminate this Agreement with the Contracted Physician, and the Contracted Physician may terminate this Agreement with the Practice Practitioners, on [redacted] months' written notice to the other(s) or without notice if the Practice Practitioners or the Contracted Physician, as the case may be, breaches a fundamental term of this Agreement or any existing agreement of the Practice.

DISPUTES

16. The parties shall resolve any disputes under this Agreement in accordance with the dispute resolution provisions of any existing agreement of the Practice, if any.

GENERAL PROVISIONS

17. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.
18. Any notice required or contemplated to be given by this Agreement shall be given in writing and may be delivered personally or sent by certified mail posted in British Columbia or by electronic mail, addressed to the parties hereto at the addresses provided to the Practice. The time of the giving of such notice shall be, if delivered, when delivered, if postal mail, then on the third (3rd) business day after the date of mailing and if electronic mail, the date the electronic mail is sent. In the event of a postal strike, notice shall be hand delivered to the home address of the parties.
19. Subject to this Section 18, the Contracted Physician may not assign this Agreement without the written consent of the Practice Practitioners, such consent not to be unreasonably withheld. If an individual, the Contracted Physician may assign this Agreement and his or her membership in the Practice without consent to a company holding a valid permit under the *Health Professions Act* to carry on his or her medical practice. Such an assignment shall not be effective unless notice is given to the Practice Practitioners, the company shall have agreed to observe and perform the obligations to be performed in this Agreement by the Contracted Physician, and the physician through which the company will carry on business (the "**Designated Physician**") remains the Contracted Physician. The Designated Physician may not be changed without the approval of the Practice Practitioners.
20. This Agreement and any existing agreement of the Practice to which the Contracted Physician becomes a party constitute the entire agreement between the parties. This Agreement may be amended or modified by the written consent of all Practitioners, such consent not to be unreasonably withheld by any Practitioner.
21. This Agreement is governed by, and will be construed in accordance with, the laws of the Province of British Columbia.
22. No provision of this Agreement and no breach by any party of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other parties. The written waiver of a party of any breach of any provision of this Agreement by the other parties must not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement.
23. If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, or unenforceability will attach only to such provision or part of such provision, and all other provisions or the remaining part of such provision, as the case may be, continue to have full force and effect.
24. The parties agree to execute all such further documents and take such further actions as necessary to carry out the intent of this Agreement.
25. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed to be an original and all of which, together, shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written above.

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date

(insert name)

Date