BETWEEN:

NURSE PRACTITIONER NAME

(the "**Nurse Practitioner**")

AND:

HEALTH AUTHORITY

(the "**Agency**")

WHEREAS the Ministry of Health is committed to increasing patient access to primary care and expanding primary care capacity across British Columbia via the implementation of Primary Care Networks and Patient Medical Homes and supporting comprehensive, high-quality, person-centred, culturally safe, interdisciplinary and team based primary care services;

AND WHEREAS the Agency has committed to participating in the development and implementation of Primary Care Networks;

AND WHEREAS the Nurse Practitioner has committed to establishing their practice according to the attributes of a Patient Medical Home, attaching new patients, establishing and maintaining a minimum panel size, and integrating their practice with the Primary Care Network once it has been established;

AND WHEREAS the Nurse Practitioner wishes to contract with the Agency and the Agency wishes to contract with the Nurse Practitioner to provide comprehensive, accessible, patient-focused primary health care on the terms, conditions and understandings set out in this Contract;

THEREFORE in consideration of the mutual promises contained in this Contract, the Nurse Practitioner and the Agency agree as follows:

Article 1 Definitions

1.1 In this Contract, including the recitals and Appendices, the following definitions apply:

1.1.1 "**Attachment Record**" means the record of patient attachment provided to the Medical Services Plan (MSP)/Health Insurance BC by the Nurse Practitioner in accordance with Appendix 5.

1.1.2 "**Clinical Record**" means a clinical record maintained according to the standards of practice set by the applicable professional college under the *Health Professions Act*.

1.1.3 "**Contract**" means this document including the Appendices, as amended from time to time in accordance with Article 21.

1.1.4 "**Direct Patient Care**" means clinical intervention with a specific patient present.

1.1.5 "**EMR**" means the Electronic Medical Record software used by the Nurse Practitioner in their practice.

1.1.6 "**Encounter Record**" means the record of the primary care services provided to a patient by the Nurse Practitioner, including encounter codes (which capture the Nurse Practitioner's practice activities) and diagnostic codes (ICD9).

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

1.1.7 "**Encounter Reporting**" means the transmission of Encounter Records to the Medical Services Plan (MSP)/Health Insurance BC.

1.1.8 "**FTE**" or "full time equivalent" means 1.0 FTE provides a minimum of 1680 hours of Services per year.

1.1.9 "**Indirect Patient Care**" means patient-specific service provided when the patient is not present. Examples of indirect patient care include, but are not limited to patient-specific conferences, team meetings, telephone consultations and chart/report writing.

1.1.10 "**Patient Medical Home (PMH)**" means primary care practices and clinics that are defined by the key attributes and core characteristics described in Appendix 1.

1.1.11 "**Primary Care Network (PCN)**" means a network of Patient Medical Homes linked with primary care services delivered or contracted by a health authority and community-based social and other health service organizations in a specific geographic region. PCNs are the foundation of an integrated system of team-based primary and community care. PCNs provide comprehensive, person-centered, culturally safe, quality primary care services to the population of a Community Health Service Area (CHSA) and, as required, coordinate patients' access to specialized community services programs (SCSPs), the Surgical Services Program (SSP) and the broader health system. PCNs are expected to achieve meaningful health outcomes (effectiveness) and a quality service experience, based on the domains of quality (accessibility, appropriateness, acceptability, safety and efficiency).

1.1.12 "**Services**" means those primary care and related services specifically described in Appendix 2, as amended from time to time by written agreement between the Agency and the Nurse Practitioner.

Article 2 Term & Renewal

2.1 This Contract will be in effect from <**insert date**> to <**insert date**> notwithstanding the date of its execution, unless terminated earlier as provided herein (the "**Term**").

2.2 This Contract may be renewed for such period of time and on the 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 six (6) months 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.

2.3 Subject to clause 2.4, 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.

2.4 In the event that notice is given by either party in accordance with clause 2.2 above and if a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

2.5 The parties agree that changes to the terms and conditions of this Contract, including compensation changes, that are agreed to at the provincial level between the Ministry of Health and NNPBC will be applied to the Contract or to any renewal of the Contract.

Article 3 Termination

3.1 Subject to clause 3.2, either party may terminate this Contract without cause upon six (6) months written notice to the other party.

3.2 Either party may terminate this Contract immediately upon written notice if the other party breaches a fundamental term of this Contract. For clarity, loss of licensure by the Nurse Practitioner is a breach of a fundamental term of this Contract.

Article 4 Relationship of Parties

4.1 The Nurse Practitioner is an independent contractor and not the servant, employee, or agent of the Agency. No employment relationship is created by the Contract or by the provision of the Services to the Agency by the Nurse Practitioner.

4.2 Neither the Nurse Practitioner nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.

4.3 If the Nurse Practitioner employs other persons, the Nurse Practitioner will apply to register with WorkSafeBC and:

4.3.1 if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible,

4.3.2 if advised by WorkSafeBC that the Nurse Practitioner is a "worker" for the purposes of the *Workers Compensation Act*, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.

4.4 If the Nurse Practitioner purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Nurse Practitioner's option), the Nurse Practitioner will provide the Agency with proof of that registration, in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, a clearance letter with a clearance date as far into the future as possible.

4.5 The Nurse Practitioner must pay any and all payments and/or deductions required to be paid by the Nurse Practitioner, including those required for income tax, Employment Insurance premiums, workers' compensations premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that it 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 Nurse Practitioner pursuant to this Contract.

4.6 The Nurse Practitioner agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments or re-assessments suffered by it arising from the Nurse Practitioner's failure to make any payments referred to in clause 4.5.

4.7 The indemnity in clause 4.6 survives the expiry or earlier termination of this Contract.

Article 5 Waiver and Assignment

5.1 Unless specified otherwise, the Nurse Practitioner must not retain third party billings for any of the Services covered by this Contract. The Nurse Practitioner may bill directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to WorkSafeBC, ICBC, Armed Forces, disability insurers, non-insured services and services provided to non-beneficiaries.

5.2 The Nurse Practitioner assigns to the Agency any and all rights the Nurse Practitioner has to receive third party billings for any of the Services covered by this Contract and will sign a waiver and assignment in the form attached hereto as Appendix 4.

Article 6 Autonomy

6.1 The Nurse Practitioner will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and practice and any applicable Agency policies, by-laws, rules and regulations that are not inconsistent with or represent a material change to the terms of this Contract, provided such Agency policies and procedures are applicable within the Nurse Practitioner's place of work, consistent with the applicable standard of care and the Nurse Practitioner's legal and professional obligations and have been communicated in writing or otherwise expressly brought to the attention of the Nurse Practitioner in advance whenever possible. These conditions apply notwithstanding the content of any other agreement.

6.2 Subject to clause 6.1, the Nurse Practitioner is entitled to professional autonomy in the provision of the Services.

Article 7 Dispute Resolution

7.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.

7.2 For all disputes with respect to the interpretation, application or alleged breach of this Contract the parties will first attempt to resolve the dispute informally at the local level, and if the dispute is not resolved, the parties may agree to refer the dispute to mediation with the assistance of a neutral mediator jointly selected by the parties.

7.3 If the dispute cannot be settled within thirty (30) days after the parties have attempted to resolve the dispute at the local level or after the mediator has been appointed if the parties agree to mediation, or within such other period as agreed to by the parties in writing, if both parties agree, the dispute will be referred to arbitration administered pursuant to the *Arbitration Act*. If the parties do not agree to refer the dispute to arbitration, then the parties may seek redress in the courts of British Columbia.

7.4 Any dispute settlement achieved by the parties, up to the point of arbitration or court, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 8 Nurse Practitioner Council

8.1 Should the Nurse Practitioner Council agree to provide such representation, the Nurse Practitioner is entitled, at the Nurse Practitioner's option, to representation by the Nurse Practitioner Council of the Nurses and Nurse Practitioners of British Columbia in the discussion or resolution of any issue arising under this Contract, including its termination.

Article 9 Service Requirements

9.1 The Nurse Practitioner will fulfil the obligations and provide the Services as detailed in Appendix 2 to this Contract and will schedule her/his availability to reasonably ensure the provision of the Services.

9.2 Hours are as agreed upon by the parties at Appendix 2.

Article 10 Licenses & Qualifications

10.1 During the Term, the Nurse Practitioner will maintain:

10.1.1 registered membership in good standing with the BC College of Nursing Professionals and the Nurse Practitioner will conduct her/his practice consistent with the conditions of such registration;

10.1.2 enrolment in the Medical Services Plan for the purposes of Encounter Reporting; and

10.1.3 all other licences, qualifications, privileges and credentials required to deliver the Services.

10.2 All Services under this Contract will be provided directly by the Nurse Practitioner.

Article 11 Subcontracting

11.1 The Nurse Practitioner may, with the written consent of the Agency, subcontract or assign any Services. The consent of the Agency will not be unreasonably withheld. The Nurse Practitioner will ensure that any person retained by the Nurse Practitioner to perform obligations under this Contract fully complies with this Contract in performing the subcontracted obligations.

Article 12 Compensation

12.1 The Agency will pay the Nurse Practitioner or a representative authorized by the Nurse Practitioner, in full payment and reimbursement for providing the Services, the funding in the amounts and in the manner described in Appendix 3, and the Nurse Practitioner will accept such funding as full payment and reimbursement from the Agency for providing the Services.

Article 13 Reporting

13.1 The Nurse Practitioner will provide all reports set out at Appendix 5 of this Contract.

13.2 The Nurse Practitioner is responsible for the accuracy of all information and reports submitted by the Nurse Practitioner to the Agency.

13.3 The Nurse Practitioner is required to complete and submit to the Agency all reports reasonably required by the Agency within 30 days of the Agency's written request.

Article 14 Records

14.1 The Nurse Practitioner is responsible for ensuring that a Clinical Record is created and maintained for all of the Nurse Practitioner's patients, including an EMR and that such records are kept in accordance with all current legal and professional regulatory requirements.

14.2 If the Agency has procedures in place that apply to any Agency sites where the Nurse Practitioner provides the Services, the Nurse Practitioner will create Clinical Records in the clinical charts or EMR which are established by and owned by the Agency and used by the facility where the Services are provided.

14.3 If requested to do so by the Agency the Nurse Practitioner will promptly return to the Agency all materials, including all findings, data, reports, documents and records (excluding Clinical Records), whether complete or otherwise, that have been produced or developed by the Nurse Practitioner or provided to the Nurse Practitioner by the Agency in connection with the Services, that are in the Nurse Practitioner's possession or control.

Article 15 Third Party Claims

15.1 Each party will provide the other with prompt notice of any action against either or both of them arising out of this Contract.

Article 16 Liability Protection

16.1 The Nurse Practitioner will without limiting her/his obligations or liabilities herein purchase and maintain or cause any subcontractors to purchase and maintain throughout the Term:

16.1.1 Where the Nurse Practitioner owns or rents the premises where the Services are provided, the Nurse Practitioner will maintain comprehensive or commercial general liability insurance with a limit of not less than $2,000,000. The Nurse Practitioner will add the Agency as an additional insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

16.1.2 Adequate professional liability protection with the Canadian Nurses Protective Society according to the scope of her/his services, or other adequate insurance against acts of negligence and malpractice.

16.2 All of the insurance required under Article 16.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

16.3 The Nurse Practitioner agrees to provide the Agency with evidence of the insurance/protection required under this Article 16 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 17 Confidentiality

17.1 The Nurse Practitioner and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.

17.2 The Nurse Practitioner must not, without the prior written consent of the Agency, publish, release or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Nurse Practitioner as a result of this Contract unless the publication, release or disclosure is:

17.2.1 necessary for the Nurse Practitioner to fulfill her/his obligations under this Contract;

17.2.2 required or expressly permitted by an order of the court;

17.2.3 required when giving or when validly compelled to give evidence in a proceeding;

17.2.4 required or expressly permitted by an enactment of British Columbia or of Canada;

17.2.5 made in accordance with any other applicable law or rule of law;

17.2.6 made in accordance with the Nurse Practitioner's professional obligations as identified by the BC College of Nursing Professionals; or

17.2.7 in reference to this Contract.

17.3 For the purposes of this Article 17, information will be deemed to be confidential where all of the following criteria are met:

17.3.1 the information is not found in the public domain;

17.3.2 the information was imparted to the Nurse Practitioner and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and

17.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 18 Conflict of Interest

18.1 During the term of this Contract, absent the written consent of the Agency, the Nurse Practitioner must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest.

18.2 The parties will attempt to resolve at the local level any question as to whether the Nurse Practitioner has breached or may breach clause 18.1. Should they not be able to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 7 of this Contract.

Article 19 Audit, Evaluation and Assessment

19.1 The Nurse Practitioner acknowledges the auditing authority of the Medical Services Commission under the *Medicare Protection Act*.

19.2 The Nurse Practitioner will comply with the requirements of any audit conducted of her/his practice by the BC College of Nursing Professionals under the *Health Professions Act*.

Article 20 Notices

20.1 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 e-mail, mail, or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:

20.1.1 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 20;

20.1.2 If mailed by prepaid registered mail to the addressee's address listed below, on date of confirmation of delivery; or

20.1.3 If delivered by hand to the addressee's address listed below on the date of such personal delivery.

20.2 Either party may give notice to the other of a change of address.

20.3 Address of Agency:

<**insert address**>

Address of Nurse Practitioner:

<**insert address**>

Article 21 Amendments

21.1 This Contract must not be amended except by written agreement of both parties.

Article 22 Entire Contract

22.1 This Contract embodies the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract.

Article 23 No Waiver Unless in Writing

23.1 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 24 Enforceability and Severability

24.1 If any provision of this Contract 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.

Article 25 Headings

25.1 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 26 Execution of the Contract

26.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one in the same original agreement.

26.2 This Contract may be validly executed by transmission of a signed copy thereof by any electronic means of sending messages, including e-mail or facsimile transmissions, which provide a hard copy confirmation.

26.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

Dated at _____, British Columbia this ____ day of _____, 20___.

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

Signed and Delivered on behalf of the Nurse Practitioner:

_____
Nurse Practitioner Signatory

Signed and Delivered on behalf of the Agency:

_____

_____

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

APPENDIX 1

TEAM BASED CARE, PATIENT MEDICAL HOME AND PRIMARY CARE NETWORKS

A. Policy Background

The Province of British Columbia is committed to an integrated system of person centred primary and community care that works for people and primary care providers across BC's geographical CHSAs and that provides value for money for BC citizens.

Primary care is built around team based care at the community health service area level provided through a mix of patient medical homes, urgent primary care centres, community health centres and health authority primary care services, through PCNs. These primary care services will be supported by local health service area specialized service programs for more medically complex patient populations focused on complex medical and/or frailty; mental health and substance use; cancer care linked with hospital and diagnostic and provincial specialized services.

B. Patient Medical Home (PMH)

1. Core Characteristics

The PMH is the foundation and corner stone of the integrated system of person centered primary and community care as the practice model for delivering key services associated with a full service primary care practice. PMHs are premised on five core characteristics:

- Accessible to the patient as therapeutic partner.
- Engaged and motivated to achieve health service goals.
- Possess the knowledge, skills and competencies to deliver the services.
- Work in a safe and healthy environment.
- Receive support and leadership.

2. Key Attributes

A PMH has a number of key attributes that define how a practice can support patients, including through team-based care. Those key attributes are the following:

i. Person centred, whole-person care
- Care is easily navigated and centred on the needs of the individual, family and community.
- Individuals are empowered in optimal self-management and contribute to the development and assessment of the practice/clinic and community care models.
- Care will be delivered in a culturally appropriate manner with recognition of social determinants of health and attention to marginalized populations.

ii. Commitment
- A PMH will ensure that individuals have access to a regular primary care provider (a personal family physician or nurse practitioner) who is most responsible for their primary care.
- Physicians and nurse practitioners have a defined patient panel and patients and providers have a shared understanding of their mutual therapeutic relationship.

iii. Contact (Timely access)
- Individuals are able to access their own family physician or nurse practitioner, or their PMH team, on the same day if needed.
- Individuals know how to appropriately access advice and care on a 24/7 basis.

iv. Comprehensive
- The PMH delivers the majority of the comprehensive primary care services that patients need.
- The specific comprehensive services provided through the PMH and network of PMHs are determined by context, considering both community need and available resources.

v. Continuity
- Longitudinal relationships support care across the continuum and spanning all settings.
- The enduring relationship between the individual, family physician or nurse practitioner and PMH team is key and needs to be supported by informational continuity (two-way communication that informs appropriate and timely care).

vi. Coordination
- The PMH serves as the hub for the coordination of care through informational continuity, personal relationships and networks with other PMHs, interdisciplinary team members within and linked to the practice and linkages to speciality and specialized services across care domains.
- Individuals are empowered to participate in the coordination of their care through access to their own medical information and shared decision making with their physician or nurse practitioner and team.

vii. Team-based care
- The PMH generally includes more than one family physician and/or nurse practitioner working within an expanded interdisciplinary team within the practice, and/or linked to the practice, with a focus on person-centred, relationship-based care.
- All providers within the practice are working to optimized scope.

viii. Provider network teams supporting practice
- Family physicians and nurse practitioners are part of one or more clinical network teams working together to meet the comprehensive care needs of their patients and the patients of other PMHs in the community including extended hours of service, cross coverage and/or on-call.

ix. PMH networks supporting communities
- PMHs are networked through the Divisions of Family Practice (or other similar community care service organization where divisions may not exist) to enable better coordination, partnership and integration with health authority and non-governmental community services, and the broader system of health care.

x. Information-technology enabled
- Providers and staff in the practice are IT enabled, including optimized EMR use and data collection methods to inform quality improvements in patient care and practice workflow.
- The EMR is able to link appropriately with other providers and parts of the system, including other community providers, pharmacies and acute care facilities.
- Virtual care options, including access to appropriate email, telephone and video conferencing advice/consults, are used and optimized.

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

xi. Education, training and research
- The PMH promotes mentoring and peer coaching for continuing professional development, training and research.
- This will include providing support to new grads and recruits coming to the community, providing training to medical students, residents, nurse practitioner students and allied health providers within the practice, participating in peer-led small group learning sessions and research within the PMH or as part of a network.

xii. Evaluation and quality improvement
- Providers and patients are involved in clinical quality improvement activities at a professional, practice, community and system level.

xiii. Internal and external supports
- The PMH has a business model which supports longitudinal, comprehensive, coordinated, team-based care and linkages with the SCSPs and SSP.
- Practices/clinics are supported to enable this model of primary care and integrated care through provincial and regional policies and systems.

3. Nurse Practitioner Commitments

a. PMH

The Nurse Practitioner agrees and commits to work towards the following to transition her/his practice to a PMH and to achieve high quality (effective, accessible, acceptable, appropriate, and safe) primary care service delivery:

- *PMH Attributes*: the key attributes of the BC PMH model as detailed above
- Grounded in the Triple Aim: based on achieving the triple aim of improved patient and provider experience, population health, and cost effectiveness.
- Enhancing the quality and value of care experienced by individual patients and specific populations.

b. PCN

The Nurse Practitioner agrees and commits to become part of, and contribute to the success of, a PCN in the community, including the planning and development of the PCN if it has not yet been developed at the beginning of the Term, with the following core PCN attributes:

- Process for ensuring all people in a community have access to quality primary care, and are attached within a PCN.
- Provision of extended hours of care including early mornings, evenings and weekends.
- Provision of same day access for urgently needed care through the PCN or an Urgent Primary Care Centre.
- Access to advice and information virtually (e.g. online, text, e-mail) and face to face.
- Provision of comprehensive primary care services through networking of PMHs with other primary care providers and teams, to include maternity, inpatient, residential, mild/moderate mental health and substance use, and preventative care.
- Coordination of care with diagnostic services, hospital care, specialty care and specialized community services for all patients and with particular emphasis on those with mental health and substance use

conditions, those with complex medical conditions and/or frailty and surgical services provided in community.
- Clear communication within the network of providers and to the public to create awareness about and appropriate use of services.
- Care is culturally safe and appropriate.

c. Family Practice Readiness

The Nurse Practitioner has met or commits to meet the following criteria:

- Actively participating in development and implementation of the PCN within their community.
- Actively collaborating with the Province, Agency and other health system partners on the development and implementation of the PMH, including using the *PMH Readiness Assessment Tool* to develop a baseline understanding of and to support meeting the attributes of the PMH.
- Applying the principles of collaborative care and receiving practice support or participating in team building and training to support the integration of interdisciplinary members into the team.
- Improving patient access to primary care services, including meeting the target panel sizes set out in this Contract.
- Employing practice and panel assessments, office efficiency practices, and other methods to support enhanced access.
- Engaging in continuous quality improvement.

d. Quality Improvement and Evaluation

- The Nurse Practitioner commits to working towards improving performance in the provision of clinical services and improving efficiency and productivity within the PMH and PCN.
- The Nurse Practitioner agrees to participate in program evaluation through patient and provider surveys.

APPENDIX 2

SERVICES

Practice Agreement, Patient Medical Home and Primary Care Network

1. This Contract is conditional upon the Nurse Practitioner entering into a Practice Agreement, in the form set out in Schedule 1 to Appendix 2 to join an existing group primary care practice (the "**Practice**") or establishing a new group primary care practice with other practitioners. In the event of any conflict between the Practice Agreement and this Contract, this Contract will prevail.

    a. Such group practice must utilize an EMR and must also have indicated its willingness to join the PCN once it is established.

    b. The Nurse Practitioner will provide the Agency with a copy of the completed Practice Agreement in advance of the Agency executing the Contract. Any amendments to the Practice Agreement made during the Term will be promptly disclosed to the Agency.

2. The Nurse Practitioner agrees to work collaboratively with the Agency, the PCN and other health system partners as required towards implementing the attributes of the BC Patient Medical Home and the Primary Care Network as described in Appendix 1. If at the beginning of the Term, there is a PCN established or in development in the community, the Nurse Practitioner will begin to work collaboratively with the PCN as described in this Contract within 90 days of signing the Contract. If at the beginning of the Term there is no PCN established or in development in the community, the Nurse Practitioner will actively participate in any planning, development and roll out of a PCN that begins during the Term.

3. The Nurse Practitioner agrees to adhere to those policies and protocols of the PCN that the Agency and the Practice have committed to in the PCN agreement, including those found in current or future PCN service plans such as extended care hours, same day access, networking with other primary care providers and teams and coordination of care with diagnostic services, hospital care, specialty care and specialized community services, provided such policies and protocols are applicable to the circumstances of the Nurse Practitioner's practice and applicable within the Nurse Practitioner's place of work, are consistent with the applicable standard of care and the Nurse Practitioner's legal and professional obligations and can be accommodated within professionally recognized reasonable limits.

Patient Attachment and Panel Requirements

4. The Nurse Practitioner agrees to take the following steps with respect to patient attachment:

    a. Attach patients as appropriate based on the nature and scope of the Nurse Practitioner's practice and the composition of the Nurse Practitioner's patient panel from any existing local primary care waitlist used by the Division of Family Practice or the Agency and from any future provincial primary care waitlist, using those patient attachment mechanisms available during the Term, including any designated by the PCN.

    b. Conduct explicit attachment conversations with patients including a review of the following items:

i. As your primary care provider I, along with my practice team, agree to:
- Provide you with safe and appropriate care
- Coordinate any specialty care you may need
- Offer you timely access to care, to the best of my ability and as reasonably possible in the circumstances.
- Maintain an ongoing record of your health
- Keep you updated on any changes to services offered at my clinic
- Communicate with you honestly and openly so we can best address your health care needs

ii. As my patient I ask that you:
- Seek your health care from me and my team whenever possible and, in my absence, through my colleague(s)
- Name me as your primary care provider if you have to visit an emergency facility or another provider
- Communicate with me honestly and openly so we can best address your health care needs

c. Submit an Attachment Record for each newly attached patient in accordance with Appendix 5.

5. Patient attachment is permanent unless a patient dies, moves away, or changes to another primary care provider. Panel size refers to those patients attached to the Nurse Practitioner that have had an appointment during the three year Term of this Contract. The Nurse Practitioner agrees to act as the regular and most responsible primary care provider for a minimum patient panel that is appropriate to their scope of practice and broad with respect to factors such as age and complexity unless a different panel composition is agreed to by the Nurse Practitioner, the Agency and the Practice to service a particular population need. If the panel size is below the minimums set out in this Contract, the Nurse Practitioner agrees to attach referred patients where such referrals can be reasonably accommodated based on the nature and scope of the Nurse Practitioner's practice and the composition of the Nurse Practitioner's patient panel.

   a. Year 1 of the Term – panel size of a minimum of 500 patients per 1.0 FTE.

   b. Year 2 of the Term – panel size of a minimum of 800 patients per 1.0 FTE.

   c. Year 3 of the Term – panel size of a minimum of 1000 patients per 1.0 FTE.

6. If during the Term there is additional implementation of team-based care, including the availability of additional allied health care workers within the PCN, or if the parties initially agreed on a different panel composition that was not broad with respect to age and complexity to service a particular population need, the parties agree to meet and review the Nurse Practitioner's panel size and determine if any increases or decreases to the minimum panel size under the Contract are warranted.

7. The Nurse Practitioner agrees to engage in appropriate panel management during the Term and access and utilize any panel management support programs or tools for nurse practitioners that are or become available during the Term.

8. It is a patient's choice as to whether they wish to follow a Nurse Practitioner who leaves the practice if that Nurse Practitioner intends to maintain an ongoing attachment relationship with her/his patients. In the event this Contract is terminated and the Nurse Practitioner does not intend to maintain an ongoing attachment relationship with her/his patients, the Nurse Practitioner agrees to work with the Practice, the Agency and any other appropriate health system partners in an effort to collaboratively maintain primary care access for the patients and re-attach them to another family practice where possible. The Nurse Practitioner must abide by the BC College of Nursing Professionals' Practice Standard on Duty to Provide Care.

Hours, Appointments and Scheduling

9. The Nurse Practitioner will provide a minimum of 1680 hours of Services per year.

10. Service coverage provided through a subcontractor arrangement will count towards the contracted hours. Service coverage provided by a locum where there is no provincial locum program in place and where the locum is compensated through this Contract will also count towards the contracted hours. Service coverage provided by a locum, where there is a provincial locum program in place to compensate the locum, or where the locum is otherwise compensated outside of this Contract (e.g. if the locum is a GP who bills fee-for-service) will not count toward the contracted hours.

11. The Nurse Practitioner agrees to provide the Services over a minimum of 220 days per 1.0 FTE per year during the Term to ensure sufficient access to primary care services, continuity of care and longitudinal care.

12. It is understood that individual appointment times will be dictated by patient need and acuity and the structure of the Nurse Practitioner's practice.

13. The Nurse Practitioner will use Advanced Access scheduling, with the goal of making the Nurse Practitioner's third next available appointment available within 48 hours as a method for providing timely access to appointments, a core element of the PMH. (See http://www.safetynetmedicalhome.org/sites/default/files/Third-Next-Appointment.pdf)

14. The Nurse Practitioner will coordinate with the other practitioners in the Practice as required to ensure that non-emergency primary care services will be accessible during reasonable, regular hours each week of the year to provide adequate services and meet the health needs of the patient population served by the Practice. The Nurse Practitioner also agrees to coordinate with the Agency and other practitioners in the PCN in order to provide flexible scheduling as required for extended hours of service within the PCN when and if the Practice agrees to provide such extended hours of service, provided such hours can be accommodated given the nature of the Nurse Practitioner's practice and professionally recognized reasonable limits.

    a. For clarity, physicians in the Practice who receive their compensation through fee for service billings are entitled to bill Fee for Service for Services delivered to patients on the Nurse Practitioner's panel.

15. If required, the Nurse Practitioner will also make herself/himself available after hours for her/his patients and other patients of the Practice as agreed with the Practice within professionally recognized reasonable limits. Services provided arising from being called in after-hours fall within the scope of this Contract. ***If required and pursuant to the terms of a separate arrangement, the Nurse Practitioner will provide "on-call" for the community/area she/he***

serves for urgent and emergent care situations for patients which are not patients of the Practice. Services provided arising from being called while being on-call fall within the scope of this Contract.

Primary Care Services

16. The Nurse Practitioner will provide comprehensive, accessible, interdisciplinary, patient focused primary health care utilizing the principles of population health for prevention, identification and management of chronic illness including addictions and mental health, and will provide the following Services (including Direct and Indirect Patient Care) in accordance with the Practice Agreement and within her or his scope of practice, as established by the *Health Professions Act* and the BC College of Nursing Professionals during the Term.

    (a) The full scope of primary health care services including but not limited to the following:

        (i) Health promotion and illness prevention services;
            - Screening for early detection, intervention and counseling to reduce risk
            - Health assessments
            - Immunizations
            - Links with community based services providing social supports for individuals and families
            - Patient advocacy

        (ii) Primary care for minor or episodic illnesses;
            - Assessment and treatment services for minor illnesses
            - Access to diagnostic services
            - Referral to specialized services, including medical and surgical specialties

        (iii) Chronic disease management;
            - Early detection and primary treatment
            - Guideline informed chronic disease management and service coordination
            - Referral to specialized services programs for patients with complex conditions/frailty

        (iv) Management and co-ordination of patient care across the spectrum of primary, secondary and tertiary care (i.e. referral to specialists and other providers, case management, case conferences and acting upon consultative advice);

        (v) Primary reproductive care;
            - Sexual health, including prevention and management of sexually transmitted infections
            - Organization of appropriate screening
            - Provision of or arrangement with another provider for prenatal, postnatal and newborn care
            - Arrangement with another provider for obstetrical care

        (vi) Primary mental health and substance use (MHSU) services;

- Assessment and diagnosis and early support for emerging or unidentified MHSU problems
- Development of individualized care plans that can include:
    - Information and tools to enhance resilience, including health literacy and self-management of MHSU conditions
    - Access to harm reduction resources
    - Time-limited, solution focused consultations
    - Shared care with community based services, including social services for mild to moderate MHSU health needs
    - Treatment and medication monitoring
- Shared care and/or referral to specialized service programs for patients with complex conditions/frailty
- Step down care for those with more severe problems who have completed more intensive treatment

(vii) Support for the terminally ill;

(viii) Coordination and access to rehabilitation;

(ix) ***Support for hospital, home, rehabilitation and long-term care facilities where permitted and appropriate in the circumstances.***

(x) Participate in multidisciplinary team planning for the ongoing health needs of patients.

(xi) Provide health prevention and promotion activities including organizing and/or participating in health promotion forums focused on the health care needs of the health service delivery area.

(b) The Services will be provided, in accordance with the Practice Agreement, at the location of the Nurse Practitioner's practice, the patient's home, ***or in an institution such as a hospital, long-term care facility or rehabilitation facility***, or other appropriate location. The Nurse Practitioner will provide the Services via face to face appointments, telephone consultations and virtual care options where available and as appropriate based on the clinical circumstances and in accordance with the Practice Agreement.

(c) Clinical administrative services, including but not limited to:

(i) Health care/service planning activities including participating in planning of long-term health care delivery goals for the health service delivery area, specifically in the community and surrounding areas.

(ii) Participation in the evaluation of the efficiency, quality and delivery of the Service, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.

(iii) Submission to the Agency all reports reasonably required by the Agency within 30 days of the Agency's written request.

Locum Program (If applicable)

17. ***The parties agree that the Nurse Practitioner, if eligible, may request locum coverage through any locum program established for nurse practitioners, and will make reasonable efforts to arrange for locum coverage through such programs.***

Equipment/Facilities

18. **By the Nurse Practitioner:** Except as expressly set forth in paragraph 19 below, the Nurse Practitioner is solely responsible for procuring and providing all labour, support, technology, material, supplies, equipment, approvals, facilities and services required by the Nurse Practitioner to perform the Services in accordance with this Contract.

19. **By the Agency**: The Agency will provide the following support, technology, material and supplies for use by the Nurse Practitioners for the sole purpose of performing and providing the Services for the Term: <**insert what will be supplied by Agency, if anything**>

SCHEDULE 1 TO APPENDIX 2

[***Note:*** *This Agreement is a template only intended to assist practitioners when a Contracted NP 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.*]

PRACTICE AGREEMENT

THIS PRACTICE AGREEMENT (the "**Agreement**") is made with effect from the ____day of _____, 201_

AMONG:

_____, of _____, BC
AND:

_____, of _____, BC
AND:

_____, of _____, BC
AND:

_____, of _____, BC
AND:

_____, of _____, BC
AND:

_____, of _____, BC
AND:

_____, of _____, BC

(collectively, the "**Practitioners**")

_____, of _____, BC
AND:
(the "**Contracted NP**")

(each a "party" and together referred to as the "parties")

WHEREAS:

A. The Practitioners operate a group primary care practice known as <Insert Name of Practice> (the "**Practice**"), providing Primary Care Services (defined below) to patients of the Practice.

B. The Contracted NP 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 NP 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 NP 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 NP'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 NP"** has the meaning set out in the introductory clause of this Agreement.

   (b) "**Health Authority**" means <Insert Name of Health Authority>.

   (c) **"Panel size"** means those patients attached to the Contracted NP that have had an appointment during the three-year term of the Service Contract.

   (d) **"Practitioners"** has the meaning set out in the introductory clause of this Agreement.

   (e) **"Practice"** has the meaning set out in Recital A.

   (f) **"Primary Care Services"** means those services set out in Section 12 below and detailed in the Service Contract.

   (g) **"Service Contract"** has the meaning set out in Recital B.

   (h) **"Short Term Locum"** means a qualified practitioner who replaces the Contracted NP to provide Primary Care Services at the Practice and who is not a member of the Practice.

ACCEPTANCE INTO PRACTICE

2. The Practitioners and the Contracted NP hereby agree and confirm that, effective as of the date of this Agreement, the Contracted NP will join and become a member of the Practice along with the 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 and the Contracted NP 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 Practitioners hereby acknowledge that the Contracted NP will enter into the Service Contract for the provision of Primary Care Services. Each Practitioner agrees to respect the Contracted NP's rights, obligations, and limitations under the Service Contract, including with respect to hours, scheduling, patient attachment, and panel size requirements. No Practitioner will require the Contracted NP to do any act or thing or impose on the Contracted NP any limitation that is inconsistent with the terms of the Service Contract or that interferes with the Contracted NP's ability to fulfill any of his/her/its obligations under the Service Contract. Each Practitioner also agrees to reasonably support the Contracted NP, as may be necessary, in fulfilling his/her/its obligations under the Service Contract, including with respect to coordinating with the Contracted NP 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 NP and the Practice.

CONTRIBUTION

5. Subject to the Service Contract being in effect and the monies owed to the Contracted NP under the Service Contract are duly paid and received by the Contracted NP, the Contracted NP agrees to remit to the Practice in a timely fashion $_____ as contribution to the overhead costs of the Practice.

COVENANTS OF PRACTITIONERS

6. The Practitioners and the Contracted NP each covenant and agree as follows:

    (a) To maintain, and on request provide proof 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 Nurses Protective Society or with the Canadian Medical Protective Association as applicable and commensurate with the nature of their practice;

    (b) That, subject to any existing agreement of the Practice, each Practitioner and the Contracted NP 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 and the Contracted NP is responsible for obtaining and maintaining adequate disability or medical insurance to deal with

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

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 NP's contribution under Section 5 of this Agreement constitutes the total required contribution of the Contracted NP 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 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;

(i) To promptly upon execution of this Agreement, review, amend as necessary, and add the Contracted NP 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 NP has permission of the Practitioners to provide a copy of this Agreement and disclose any amendments to this Agreement to the Health Authority pursuant to the Service Contract.

[consider any additional covenants, representations, or warranties that the parties may wish to include]

SCHEDULING

7. Subject to the terms and conditions of the Service Contract, the expected work arrangements for the Contracted NP are:

   (a) expected number of days of work a year is ____ to _____. (minimum 220)

   (b) expected number of days of work in a week is ____ to ____.

   (c) expected number of hours of work in a day is ____ to ____.

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

8. Subject to the terms and conditions of the Service Contract and any other legal or professional obligations, the Contracted NP will consult with the Practitioners on the establishment of his/her schedule and expected appointment duration.

9. Subject to the terms and conditions of the Service Contract, the expected leave scheduling and coverage obligations of the Contracted NP are:

   (a) The Contracted NP <is/is not> expected to work on Statutory Holidays.

   (b) The Contracted NP may take up to ___ 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 Practitioner in the Practice.

   (c) The Contracted NP will provide advance notice of at least __ months of absences due to vacations.

NATURE OF SERVICES

10. Subject to the Service Contract, the Contracted NP will maintain a Panel Size consistent with the following:

    (a) In the first year of the contract, a minimum of _____ patients

    (b) In the second year of the contract, a minimum of _____ patients

    (c) In the third year of the contract, a minimum of _____ patients

11. The Contracted NP will maintain a panel composition similar to that of other Practitioners in the Practice with respect to factors such as age and complexity, unless otherwise agreed to by all Practitioners and the Contracted NP in order to meet a particular population need or where inconsistent with the Contracted NP's scope of practice as established by the *Health Professions Act* and the BC College of Nursing Professionals.

12. The Contracted NP will provide a full scope of Primary Care Services consistent with the Service Contract and that provided by other Practitioners in the Practice and within her or his scope of practice, as established by the Health Professions Act and the BC College of Nursing Professionals, 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;

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

(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, postnatal and newborn care

iv) Arrangement with another provider for obstetrical care

(f) Primary mental health and substance abuse services;

(g) Support for the terminally ill;

(h) Coordination and access to rehabilitation;

(i) 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 in the Practice provide that are within the NP's scope of practice. Include if the Practice and the Contracted NP agree that the Contracted NP will provide services in addition to those set out above that are within the NP's scope of practice.

13. The Contracted NP will provide the Primary Care Services at locations and by means consistent with that provided by other Practitioners in the Practice and within their scope of practice and their qualifications including:

(a) at the location of the Practice,

(b) by telephone, where clinically appropriate,

(c) *insert other locations of practice such as hospital, residential care facility, patient's home, where permitted and appropriate[certain locations will be subject to NP obtaining privileges*]

(d) *insert other means of providing the services such as digital/virtual care, where available and appropriate*

TERMINATION

14. This Agreement will be subject to any termination provisions in any existing agreement of the Practice to which the Contracted NP will become a party in accordance with Section 6(i) of this Agreement, provided that the Contracted NP may terminate this Agreement on six (6) months' written notice if the Health Authority exercises its termination rights to terminate the Contracted NP on six (6) months'

notice under the Service Contract In the absence of any termination provisions or existing agreement of the Practice, the Practitioners may terminate this Agreement with the Contracted NP, and the Contracted NP may terminate this Agreement with the Practitioners, on a minimum of six (6) months' written notice to the other(s), unless the parties agree otherwise, or immediately upon written notice if the Practitioners or the Contracted NP, as the case may be, breaches a fundamental term of this Agreement or any existing agreement of the Practice.

DISPUTES

15. 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

16. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.

17. 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.

18. Subject to this Section 18, the Contracted NP may not assign this Agreement without the written consent of the Practitioners, such consent not to be unreasonably withheld. If an individual, the Contracted NP 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 practice. Such an assignment shall not be effective unless notice is given to the Practitioners, the company shall have agreed to observe and perform the obligations to be performed in this Agreement by the Contracted NP, and the NP through which the company will carry on business (the "**Designated NP**") remains the Contracted NP. The Designated NP may not be changed without the approval of the Practitioners.

19. This Agreement and any existing agreement of the Practice to which the Contracted NP becomes a party constitute the entire agreement between the parties. This Agreement may be amended or modified by the written consent of all Practitioners and the Contracted NP, such consent not to be unreasonably withheld by any Practitioner or the Contracted NP.

20. This Agreement is governed by, and will be construed in accordance with, the laws of the Province of British Columbia.

21. 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.

22. 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.

23. The parties agree to execute all such further documents and take such further actions as necessary to carry out the intent of this Agreement.

24. 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)	**(insert name)**
(insert name)	**(insert name)**
(insert name)	**(insert name)**
(insert name)	**(insert name)**
(insert name)	**(insert name)**
(insert name)	**(insert name)**

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **

APPENDIX 3

PAYMENT

1. The Agency will pay the Nurse Practitioner [***biweekly/monthly/other***] in [***26/12/other]*** equal instalments as follows during the Term:

    a. **$150,000** for 1.0 FTE of the Services (pro-rated for any partial FTE) per fiscal year or portion thereof during year 1 of the term.
    b. **$155,000** for 1.0 FTE of the Services (pro-rated for any partial FTE) per fiscal year or portion thereof during year 2 of the term.
    c. **$160,000** for 1.0 FTE of the Services (pro-rated for any partial FTE) per fiscal year or portion thereof during year 3 of the term.

2. At the end of each fiscal year in the Term, the Agency will reconcile the hours paid under the Contract against hours reported by the Nurse Practitioner to ensure the Nurse Practitioner has reached 1.0 FTE (minimum 1680 hours), pro-rated for any partial FTE. If the Nurse Practitioner has not reached 1.0 FTE, there will be an appropriate adjustment made to reflect the actual FTE provided during that fiscal year, either by adjusting the next biweekly/monthly payment to the Nurse Practitioner to reflect any excess amount paid to the Nurse Practitioner in the previous fiscal year or, if the Term has expired, the Nurse Practitioner will be responsible to repay to the Agency any excess amounts that were paid to the Nurse Practitioner in the previous fiscal year.

3. The Agency will also pay the Nurse Practitioner, or a representative authorized by the Nurse Practitioner **<$75,000(Rural/Urban)/$85,000 (Metro)**> per year for 1.0 FTE for ongoing overhead costs in equal monthly instalments during each year of the Term. If the Contract is terminated without notice and/or the Nurse Practitioner leaves the practice unexpectedly for any reason, the monthly overhead instalment for the month of the Nurse Practitioner's departure will be paid in full.

4. The Nurse Practitioner will keep and maintain all business records, invoices and other documents relating to all payments from the Agency set out in this Appendix 3 and keep them available for review by the Agency.

APPENDIX 4

THIRD PARTY BILLING ASSIGNMENT

Nurse Practitioner Name: _____

MSP Practitioner Number _____

1. I acknowledge that the payments paid to me or to my authorized representative by the Agency for the Services provided under the terms of this Contract between us are payments in full for Services covered by the Contract and provided to the Agency.
2. I will not retain and hereby assign to the Agency any and all rights I have to receive any payments for any of the Services from any third party including but not limited:
    a. billings associated with WCB, ICBC, Armed Forces and disability insurers,
    b. billings for non-insured Services, and
    c. billings for services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons with respect to whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

Specific exclusions, subject to Nurse Practitioner eligibility

- Payment for the completion of forms related to Life Insurance and Disability Insurance are to be billed and retained by the Nurse Practitioner. For clarity, time spent completing such forms is not to be counted as part of the hours of Services provided under this Contract.

_____

Nurse Practitioner's Signature

_____

Date

APPENDIX 5

REPORTING

1. For the purposes of administering the Medical Services Plan, the Nurse Practitioner will register with Teleplan and obtain a billing number, a payee number and submit an Encounter Record Submission Authorization Form to the Medical Services Plan/Health Insurance BC.

2. The Nurse Practitioner will submit Encounter Records to the Medical Services Plan/Health Insurance BC in accordance with the requirements, rules and procedures of the Medical Services Plan (MSP)/Health Insurance BC for all primary care services provided under this Contract and the Encounter Records will include the following information:

    a. MSP Payee Number,
    b. Practitioner Number for NP,
    c. Patient's/Client's personal health number (PHN),
    d. Patient/Client Name,
    e. Date of services,
    f. Encounter code(s),
    g. Start Time (for that day),
    h. End Time (for that day),
    i. ICD-9 diagnostic codes (1 code mandatory, 3 maximum),
    j. Location Code,
    k. Note, and
    l. Referring/Referred practitioner # (if Nurse Practitioner is referring patient to or receiving a referral from another practitioner).

3. The Nurse Practitioner will also submit an Attachment Record to the Medical Services Plan/Health Insurance BC via Teleplan on a one-time basis for each patient where attachment is agreed to by the Nurse Practitioner and the patient upon completion of the attachment conversation set out in section 4(b) of Appendix 2. An Attachment Record should not be submitted when attachment is not established (e.g. the Nurse Practitioner is seeing a patient attached to another practitioner in the same clinic) or for any Services provided outside this Contract. As the Attachment Record is administrative, the Nurse Practitioner must also submit a separate Encounter Record as set out in 2 above for the visit. The Attachment Record will include the following information:

    a. MSP Payee Number,
    b. Practitioner Number for NP,
    c. Patient's/Client's personal health number (PHN),
    d. Patient/Client Name,
    e. Date,
    f. Attachment code for PCN,
    g. ICD-9 diagnostic codes (1 code mandatory, 3 maximum), and
    h. Location Code.

4. On a monthly basis during the Term, the Nurse Practitioner will provide to the Agency an hours report with respect to the Services provided under the Contract which identifies the days Services

were provided, the number of hours of Services provided each day and the total number of hours provided during the month.

5. The Nurse Practitioner acknowledges that information collected by the Medical Services Commission under the authority of the *Medical Protection Act*, including details of nurse practitioner Encounter Reporting may be disclosed to the Agency for any purposes authorized by law, including the purposes of administering, evaluating and monitoring this Contract. Personal information in the custody or under the control of the Agency is protected from unauthorized use and disclosure in accordance with the *Freedom of Information and Protection Act* and may be disclosed only as provided by that Act.

** Provisions in ***bold italics*** within this template contract are optional provisions dependent on individual and community circumstances. **