

[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  
AND:

(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 and the Contracted NP 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 or each other be construed as imposing any liability whatsoever on any one Practitioner for the acts, omissions, or obligations of another in his or her professional capacity 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 practitioner sub-contracted or otherwise engaged by them holds, a valid license to provide primary care services 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 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 \_\_\_\_\_.
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 subcontractor or a Short Term Locum to cover such periods of vacation; or
    - (ii) make specific arrangements for coverage with another Practitioner in the Practice.

The Contracted NP shall ensure that any Short Term Locum who is a physician remits \_\_\_\_% of their billings to the Practice to cover overhead.

- (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
  - (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 \_\_\_\_\_ months' written notice to the other(s) or without 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)**