BETWEEN:

PHYSICIAN NAME

(the "**Physician**")

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 Physician 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 Physician wishes to contract with the Agency and the Agency wishes to contract with the Physician 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 Physician and the Agency agree as follows:

Article 1 Definitions

1.1 Words used in this Contract, including in the recitals and the Appendices, that are defined in the 2014 Physician Master Agreement or Physician Master Subsidiary Agreements have the same meaning as in the 2014 Physician Master Agreement or the Physician Master Subsidiary Agreements, unless otherwise defined in this Contract. In addition, 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 Physician in accordance with Appendix 5.

1.1.2 "**Contract**" means this document including the Appendices, as amended from time to time in accordance with Article 23.

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

1.1.4 "**EMR**" means the Electronic Medical Record software used by the Physician in their practice.

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

1.1.5 "**Encounter Record**" means the record of the primary care services provided to a patient by the Physician, including simplified encounter codes (which capture the Physician's practice activities) provided by the Medical Services Plan/Health Insurance BC, as amended from time to time, and diagnostic codes (ICD9).

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

1.1.7 "**Fee-for-service (FFS)**" means the right to bill the Medical Services Plan for benefits under the *Medicare Protection Act* according to the Medical Services Commission (MSC) Payment Schedule, as amended from time to time.

1.1.8 "**FTE**" or "full time equivalent" means 1.0 FTE provides 1680 - 2100 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 "**2014 Physician Master Agreement**" means the agreement titled "2014 Physician Master Agreement" and entered into as of April 1, 2014 among the Government, the Medical Services Commission and the British Columbia Medical Association (the "**Doctors of BC**"), as subsequently amended from time to time.

1.1.12 "**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).

1.1.13 "**Services**" means clinical and related teaching, research and clinical administrative services, and those Services provided under this Contract are specifically described in Appendix 2, as amended from time to time by written agreement between the Agency and the Physician.

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 ninety (90) days prior to the end of the Term and, as soon as practical thereafter, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.

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

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.

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 without notice if the other party breaches a fundamental term of this Contract.

Article 4 Relationship of Parties

4.1 The Physician 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 Physician.

4.2 Neither the Physician 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 Physician employs other persons or is a professional medical corporation, the Physician 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 Physician 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 Physician purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Physician's option), the Physician 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 Physician must pay any and all payments and/or deductions required to be paid by the Physician, 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 Physician pursuant to this Contract.

4.6 The Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Physician'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 FFS Waiver

5.1 Unless specified otherwise, the Physician must not retain FFS billings, including any GPSC incentive fees, but may retain third party billings for the Services covered by this Contract, provided that any time spent providing such Services to third parties is not included in the hours reported under this Contract. The Physician may bill FFS or 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 Physician will sign a waiver in the form attached hereto as Appendix 4.

Article 6 Autonomy

6.1 The Physician will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and medical 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.

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

Article 7 Doctors of BC

7.1 The Physician is entitled, at his or her option, to representation by the Doctors of BC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 8 Dispute Resolution

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

8.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve informally at the local level, may be referred to mediation on notice by either party to the others, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the *Arbitration Act*.

8.3 Should the parties be unable to agree on the selection of the mediator or arbitrator within seven (7) days after notice is served by any party seeking the appointment of a mediator or arbitrator, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the mediator or arbitrator.

8.4 Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration.

8.5 The Agency and the Physician must advise the Ministry of Health and the Doctors of BC respectively prior to referring any dispute to arbitration. The Ministry of Health and the Doctors of BC will have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.

8.6 Any dispute settlement achieved by the parties, up to the point of arbitration, 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 9 Service Requirements

9.1 The Physician will provide the Services as described in Appendix 2 and will schedule his/her availability to reasonably ensure the provision of the Services.

9.2 Hours are as agreed upon by the parties at Appendix 2. It is understood that many circumstances require flexibility of hours and the Physician will respond to these needs.

9.3 If the Physician is unable to provide the Services under the term of this Contract on a persistent basis due to significant unanticipated increases in volume or the departure of one or more Physicians, then the parties will meet to discuss and develop an approach to attempt to resolve the concern. If they are unable to reach an agreement either the Doctors of BC or the Government may refer the matter to the Physician Services Committee as a Local Interest Issue.

Article 10 Licenses & Qualifications

10.1 During the Term, the Physician will maintain:

10.1.1 registered membership in good standing with the College of Physicians and Surgeons of British Columbia and the Physician will conduct his/her practice of medicine consistent with the conditions of such registration;

10.1.2 enrolment in the Medical Services Plan; and

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

10.2 All medical services under this Contract will be provided either directly by the Physician, or by a resident under the supervision and responsibility of the Physician or by a clinical fellow under the supervision and responsibility of the Physician.

Article 11 Locum Coverage

11.1 The Physician and the Agency will work together in recruiting and retaining qualified locum physicians when necessary. Locum physicians are subject to the approval of the Agency, whose approval will not be unreasonably withheld.

11.2 In the event a locum is not available, the Agency and the Physician may agree that the Physician will provide hours of service in excess of the annual hours of service specified at Appendix 2. In this event the parties must agree upon appropriate compensation for the additional hours of service.

Article 12 Subcontracting

12.1 The Physician may, with the written consent of the Agency, subcontract or assign any of the Services. The consent of the Agency will not be unreasonably withheld. The Physician will ensure that any contract between the Physician and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract.

Article 13 Compensation

13.1 The Physician will invoice the Agency for all the Services provided in a form acceptable to the Agency.

13.2 The Agency will pay the Physician or a representative authorized by the Physician pursuant to Appendix 3 upon receipt of an invoice for the Services provided.

13.3 Physicians on Service Contracts are entitled to access the Benefit Plans as defined and described in the Benefits Subsidiary Agreement (as defined in the Physician Master Agreement).

13.4 The Agency must forward the necessary information to the Doctors of BC Benefits Department, at the address set out below, prior to March 31 of each year in which this Contract is in effect. The Physician will provide the Agency with any information necessary for the Physician to access the Benefit Plans not in the possession of the Agency.

Benefits Manager
Doctors of BC
#115 – 1665 West Broadway
Vancouver, BC V6J 5A4

Article 14 Reporting

14.1 The Physician will provide all reports set out at Appendix 5 of this Contract.

14.2 The Physician will also report to the Agency all work done by him/her in connection with the provision of the Services.

14.3 The Physician is responsible for the accuracy of all information and reports submitted by the Physician to the Agency.

14.4 The Physician 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 15 Records

15.1 Where the Physician is providing Services in a Health Authority facility, the Physician will create Clinical Records in the clinical charts or EMR that are established by and owned by the Agency and used by the facility where the Services are provided.

15.2 Where the Physician provides Services in a community practice, the Physician will create and maintain Clinical Records in the manner provided for in the Bylaws of the College of Physicians and Surgeons of British Columbia under the *Health Professions Act*.

15.3 The Physician will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.

15.4 For the purposes of this Article 15, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College of Physicians and Surgeons of British Columbia under the Health Professions Act and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.

15.5 If requested to do so by the Agency the Physician 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 Physician or provided to the Physician by the Agency in connection with the Services, that are in the Physician's possession or control.

Article 16 Third Party Claims

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

Article 17 Liability Protection

17.1 The Physician will without limiting his/her obligations or liabilities herein purchase and maintain, and cause any subcontractors to maintain throughout the Term:

17.1.1 Where the Physician owns or rents the premises where the Services are provided, the Physician will maintain comprehensive or commercial general liability insurance with a limit of not less than $2,000,000. The Physician 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.

17.1.2 Professional/malpractice liability coverage with the Canadian Medical Protective Association or a comparable plan of insurance.

17.2 All of the insurance required under Article 17.1.1 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.

17.3 The Physician agrees to provide the Agency with evidence of the insurance/coverage required under this Article 17 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 18 Confidentiality

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

18.2 The Physician 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 Physician as a result of this Contract unless the publication, release or disclosure is:

18.2.1 necessary for the Physician to fulfill his/her obligations under this Contract;

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

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

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

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

18.2.6 made in accordance with the Physician's professional obligations as identified by the College of Physicians and Surgeons of BC; or

18.2.7 in reference to this Contract.

18.3 For the purposes of this Article 18, information will be deemed to be confidential where all of the following criteria are met:

18.3.1 the information is not found in the public domain;

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

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

Article 19 Conflict of Interest

19.1 During the term of this Contract, absent the written consent of the Agency, the Physician 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.

19.2 The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach clause 19.1. Should they not be able to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 8 of this Contract.

Article 20 Ownership

20.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. The Physician agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, the Physician will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 21 Audit, Evaluation and Assessment

21.1 The Physician acknowledges the auditing authority of the Medical Services Commission under the *Medicare Protection Act*.

Article 22 Notices

22.1 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:

22.1.1 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 22;

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

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

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

22.3 Address of Agency:

<**insert address**>

Address of Physician:

<**insert address**>

Article 23 Amendments

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

Article 24 Entire Contract

24.1 This Contract, the 2014 Physician Master Agreement and the Physician Master Subsidiary Agreements embody 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, the 2014 Physician Master Agreement and the Physician Master Subsidiary Agreements.

Article 25 No Waiver Unless in Writing

25.1 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 26 Enforceability and Severability

26.1 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 27 Headings

27.1 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 28 Physician Master Agreement and Physician Master Subsidiary Agreements

28.1 This Contract is subject to the Physician Master Agreement and the Physician Master Subsidiary Agreements, and amendments thereto.

28.2 In the event that during the Term, a new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s) come into effect, the parties agree to meet on notice by one party to the other, to re-negotiate and amend the terms of this Contract to ensure compliance with the new Physician Master Agreement and/or new Physician Master Subsidiary Agreement(s).

Article 29 Execution of the Contract

29.1 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.

29.2 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.

29.3 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.

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 Physician:

_____
Physician Signatory

Signed and Delivered on behalf of the Agency:

_____

_____

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. Physician Commitments

a. PMH

The Physician agrees and commits to work towards the following to transition his/her 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 Physician 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 Physician 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 Physician commits to working towards improving performance in the provision of clinical services and improving efficiency and productivity within the PMH and PCN.
- The Physician 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 Physician 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 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 Physician will provide the Agency with a copy of the completed Practice Agreement in advance of the Agency executing this Contract. Any amendments to the Practice Agreement made during the Term will be promptly disclosed to the Agency.

2. The Physician agrees to work collaboratively with the Agency, the PCN and other health system partners including the Division of Family Practice 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 Physician will begin to work collaboratively with the PCN as described in this Contract within 90 days of signing this Contract. If at the beginning of the Term there is no PCN established or in development in the community, the Physician will actively participate in any planning, development and roll out of a PCN that begins during the Term.

3. The Physician agrees to adhere to those policies and protocols of the PCN that the Agency, the Practice and the Division of Family Practice have committed to in any 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 Physician's practice, consistent with the applicable standard of care and the Physician's legal and professional obligations and can be accommodated within professionally recognized reasonable limits.

Patient Attachment and Panel Requirements

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

    a. Attach patients as appropriate based on the nature of the Physician's practice and the composition of the Physician'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 Physician that have had an appointment during the three year Term of this Contract. The Physician agrees to act as the regular and most responsible primary care provider for a minimum patient panel that is broad with respect to factors such as age and complexity, unless a different panel composition is agreed to by the Physician, the Agency and the Practice to service a particular population need. If the panel size is below those minimums set out in this Contract, the Physician agrees to attach referred patients where such referrals can be reasonably accommodated based on the nature of the Physician's practice and the composition of the Physician's patient panel.

    a. Year 1 of the Term – panel size of a minimum of 800 patients per 1.0 FTE.

    b. Year 2 of the Term – panel size of a minimum of 1250 patients per 1.0 FTE.

    c. Year 3 of the Term – panel size of a minimum of 1250 patients per 1.0 FTE.

6. If during the Term, there is additional implementation of team-based care, including the availability of allied health care workers within the PCN, the parties agree to meet and review the Physician's panel size and determine if any increases in the minimum panel size under the Contract are warranted.

7. The Physician agrees to engage in appropriate panel management, including accessing and utilizing the GPSC's Practice Support Program (PSP) *Understanding Your Patient Panel* or any future applicable practice support programs as available and appropriate.

8. In the event this Contract is terminated and the Physician does not intend to maintain an ongoing attachment relationship with his/her patients, the Physician agrees to work with the Practice, the Agency and the Division of Family Practice in an effort to collaboratively maintain primary care access for the patients and to re-attach them to another family practice where possible. The

Physician must abide by the College of Physicians and Surgeons of BC's guideline on severing the Patient-Physician Relationship.

Hours, Appointments and Scheduling

9. The Physician will provide 1680 – 2100 hours (1.0 FTE) of the Services per year. The Physician is not entitled to additional compensation for hours of service in excess of 2100 hours under this Contract unless such excess hours and compensation have been agreed to in writing by the Agency.

10. Service coverage provided through a subcontractor arrangement will count towards the contracted hours and such subcontractors will not be entitled to bill Fee for Service for delivery of the Services to either the Physician's patients or to patients of the Practice. Service coverage provided by a short term locum, through the Rural GP Locum Program (RGPLP) or equivalent provincial locum program in place at the time, or otherwise secured by the Physician will not count towards the Physician's contracted hours.

    a. For clarity, short term locums secured through the RGPLP or equivalent provincial locum program will be paid in accordance with the policies of the RGPLP or equivalent provincial locum program.

    b. Locums otherwise secured by the Physician are entitled to bill Fee For Service for Services delivered to the Physician's patients and Services delivered to the patients of the other physicians in the Practice.

11. The Physician agrees to provide the Services over a minimum of 220 days per 1.0 FTE per year during the Term in order 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 Physician's practice.

13. The Physician commits to using Advanced Access scheduling, with the goal of making the Physician'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 for example the GPSC PSP Advanced Access and Office Efficiency Workbook.)

14. The Physician 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 Physician 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 Physician's practice and professionally recognized reasonable limits.

    a. For clarity, physicians in the Practice who are compensated through FFS are entitled to bill Fee for Service for Services delivered to patients on the Physician's panel; and,

b. The Physician is not entitled to bill Fee for Service for Services delivered to patients of the other physicians in the Practice.

15. The Physician will also make himself/herself available after hours for his/her 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 MOCAP Contract, the Physician will provide "on-call" for the community/area he/she 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 Physician 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 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
- Referral 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, obstetrical, postnatal and newborn 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) ***Provision of Emergency Department or Doctor of the Day coverage as required by the Health Authority (Physician will be required to obtain appropriate privileges).***

(x) Support for hospital, home, rehabilitation and long-term care facilities (Physician will be required to obtain appropriate privileges).

(xi) Provide medical coordination and participate in multidisciplinary team planning for the ongoing health needs of patients.

(xii) 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 Physician'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 Physician 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.

Rural Locum Program

17. ***The parties agree that the Physician, if eligible, may request locum coverage through the Rural General Practitioners Locum Program (RGPLP), or any other locum program which may be established, and the Agency will make reasonable efforts to assist the Physician in arranging for locum coverage through the RGPLP.***

Equipment/Facilities

18. **By the Physician:** Except as expressly set forth in paragraph 19 below, the Physician is solely responsible for procuring and providing all labour, support, technology, material, supplies, equipment, approvals, facilities and services required by the Physician 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 Physicians for the sole purpose of performing and providing the Services for the Term: <**insert what will be supplied by Agency, if anything**>

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

SCHEDULE 1 TO APPENDIX 2

[***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.*]

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 "**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 <Insert 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 <Insert Name of 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.

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

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, and panel size 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.

CONTRIBUTION

5. 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 $_____ as contribution to the overhead costs of the Practice.

COVENANTS OF PRACTITIONERS

6. 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;

(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.

[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 Physician 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 Physician will consult with the Practice 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 Physician are:

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

   (b) The Contracted Physician 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 Physician in the Practice.

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

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

NATURE OF SERVICES

10. 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 _____ patients

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

11. 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.

12. 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;

(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.

13. 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) *insert other locations of practice such as hospital, residential care facility, patient's home, where permitted and appropriate* [*certain locations will be subject to Physician 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 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 _____ 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

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 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.

19. 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.

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 Physician [***biweekly/monthly/other***] in [***26/12/other]*** equal instalments as follows during the Term upon receipt of an invoice, in a form acceptable to the Agency, for the Services provided:

    a. **$<insert rate>** for 1.0 FTE of the Services (pro-rated for any partial FTE) per fiscal year or portion thereof during year 1 of the term.
    b. **$<insert rate>** for 1.0 FTE of the Services (pro-rated for any partial FTE) per fiscal year or portion thereof during years 2 and 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 Physician to ensure the Physician has reached 1.0 FTE (1680 hours), pro-rated for any partial FTE. If the Physician 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 Physician to reflect any excess amount paid to the Physician in the previous fiscal year or, if the Term has expired, the Physician will be responsible to repay to the Agency any excess amounts that were paid to the Physician in the previous fiscal year.

3. The rate in paragraph 1 above is based on the 2018/19 approved PMA Service Contract rate for GP - Full Scope (_____). The Agency agrees that should the rate be modified over the Term, by any existing or future agreements between the Government and the Doctors of BC, the commitment to the Physician will be amended to reflect the new rate. The Agency will provide notice of such rate modifications in accordance with Article 22: Notices.

4. The Physician 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

FEE FOR SERVICE WAIVER

Physician Name: _____

MSP Practitioner Number _____

1. I acknowledge that the payments paid to me by the Agency for the Services provided under the terms of this Contract between us are payments for Services covered by the Contract and provided to the Agency and I will not bill FFS, including any GPSC incentive fees, for any Services provided under this Contract. I may bill and retain any payments for any of the Services from any third party including but not limited to:
    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 FFS and other exclusions, subject to Physician eligibility:

- Payment for any Services provided to third parties where those Services are to be billed and retained by the Physician. For clarity time spent providing such Services to third parties is not to be counted as part of the hours of Services provided under this Contract.

Insert list of exclusions that are determined through local negotiations.

_____
Physician's Signature

_____
Date

APPENDIX 5

REPORTING

1. The Physician will submit Encounter Records to the Medical Services Plan/Health Insurance BC via Teleplan in accordance with the requirements, rules and procedures of the Medical Services Plan (MSP)/Health Insurance BC for the Services provided under this Contract and the Encounter Records will include the following information:

    a. MSP Payee Number,
    b. Practitioner Number,
    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 the Physician is referring patient to or receiving a referral from another practitioner).

    With respect to f. above, the Physician will use those simplified encounter codes for GPs provided by the Medical Services Plan/Health Insurance BC, as amended from time to time.

2. The Physician 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 Physician 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 Physician 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 Physician must also submit a separate Encounter Record as set out in 1 above for the visit. The Attachment Record will include the following information:

    a. MSP Payee Number,
    b. Practitioner Number,
    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.

3. On a monthly basis during the Term, the Physician will provide to the Agency an hours report with respect to the Services provided under the Contract which identifies the days of services provided, the number of hours of Services provided each day and the total number of hours provided during the month.

4. The Physician acknowledges that information collected by the Medical Services Commission under the authority of the *Medical Protection Act*, including details of physician Encounter Reporting or fee-for-

service billings, 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.