This document is one of the APP contract templates developed and approved by DNS and DHW through the Master Agreement Management Group and its APP Working Group between 2009/10 and 2012/13.

The comment boxes throughout the document highlight key changes made to the contracts issued by government starting in Fall 2016, as well as the risks presented by those changes from DNS' perspective. These changes were made without notice to or approval of DNS, the Master Agreement Management Group or its APP Implementation Working Group.

In addition to the risks noted throughout this document, government's decision to change contracts unilaterally also introduces significant risk of inconsistency. In fact, out of at least 25 APP arrangements completed by government in the past year:

- 16 were asked to sign a contract but there were 3 different forms of contract among the 16
- 7 were given solely a deliverables document and a "funding letter", with no formal contract (at DNS' insistence they were later provided with a contract but government has never completed the execution of those contracts)
- Others have been given solely a deliverables document and no accompanying contract or funding letter

GENERAL PRACTITIONER – NURSE PRACTITIONER ALTERNATIVE PAYMENT PLAN AGREEMENT

THIS AGREEMENT made as of the * day of *, 20*

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, as represented by the Minister of Health and Wellness, (hereinafter called the "Minister")

OF THE FIRST PART

- and -

DR. * in the area of *, in the County of *, Province of Nova Scotia, (hereinafter called the "Physician")

OF THE SECOND PART

- and -

DOCTORS NOVA SCOTIA as represented by the President

OF THE THIRD PART

- and -

*** HEALTH AUTHORITY** as represented by the Chief Executive Officer (hereinafter called the "District")

OF THE FOURTH PART

PREAMBLE

WHEREAS pursuant to the *Doctors Nova Scotia Act 2012, c. 26, s. 1*, Doctors Nova Scotia is recognized as the sole bargaining agent on behalf of duly qualified medical practitioners in the Province of Nova Scotia in respect of the payment of insured physician services;

AND WHEREAS the Minister has the power, pursuant to the *Health Services and Insurance Act, 1989, R.S.N.S., c.197,* as amended (the Act) to negotiate compensation for insured professional services on behalf of the Province of Nova Scotia with professional organizations representing providers and may establish fees or other systems of payment for insured professional services and, with the approval of the Governor-in-Council, may authorize payment in respect thereof;

AND WHEREAS the Minister is empowered to enter into agreements with Doctors Nova Scotia on behalf of duly qualified medical practitioners in the Province who provide insured medical services concerning compensation for insured medical services and other matters of common concern between the Minister, the District and Doctors Nova Scotia, and such agreements are binding on the Minister, the District, Doctors Nova Scotia and all medical practitioners covered by any such agreements, pursuant to the Act;

AND WHEREAS the Minister wishes to help provide health care to the residents of designated areas of the Province of Nova Scotia through the recruitment of physicians to these areas and through the establishment of a Nurse Practitioner/Physician Collaborative Practice in these areas including *, Nova Scotia;

AND WHEREAS the Physician wishes to become or to continue as a family practitioner in the Province with the intent to provide on-going medical care to the residents of the community;

AND WHEREAS the Physician wishes to work in cooperation with other physicians and health practitioners including but not so as to restrict the generality of the foregoing, Nurse Practitioner(s) in the community to provide for medical care for the patients in the community;

AND WHEREAS it is required that Nurse Practitioners carry out their professional functions pursuant to a Collaborative Practice Agreement with an Authorized Practice Schedule as approved by the Diagnostics and Therapeutics Committee of the College of Registered Nurses of Nova Scotia;

AND WHEREAS the Physician as agreed *he/she will form a Collaborative Practice Team with the Nurse Practitioner;

AND WHEREAS Doctors Nova Scotia and the Minister have agreed that the terms and conditions of this Agreement shall govern any family practitioner contracts, which are executed during the April 1, 2008 to March 31, 2015 time period.

This paragraph deleted in the unsanctioned contracts. Implications unclear.

WITNESSETH that the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement,

1.1 "Billing Number" means the provider number assigned to a Physician pursuant to the Medical Services Insurance Plan.

1.2 "Collaborative Practice Agreement" means a written agreement by the Members of a Collaborative Practice team, which includes reference to the screening and diagnostic tests that may be ordered and interpreted by the Nurse Practitioner, the drugs and intervention that may be chosen, recommended, prescribed and monitored by the Nurse Practitioner, the procedures that are authorized to be performed by the Nurse Practitioner and the consultation process between the Nurse Practitioner and the Physician and which when complete, will form **Schedule D, Physician Deliverables** of this Agreement.

1.3 "Collaborative Practice Team" means, for purposes of this Agreement, the Physician and the Nurse Practitioner who, through the Collaborative Practice Agreement, will collaborate as providers of health services to the residents of *, Nova Scotia.

1.4 "Contracted Activity/Activities" means the clinical activities, including related support and administrative functions; and associated hospital/community based activities as outlined in **Schedule D, Physician Deliverables** of this Agreement, carried out by the Physician and compensable pursuant to this Agreement.

1.5 "Day(s) means a calendar day(s)

1.6 "FTE Activity" means the level of professional services rendered in the usual course of practice by a Full-Time Physician.

1.7 "*Full-Time Physician" means a Physician whose normal clinical work week is a minimum of *four (4) Days and *thirty- seven and a half *(37.5) hours per week and forty- six (46) weeks per year or greater, plus hours providing on-call services.

1.8 "Hospital" means any of the Hospital sites which are operated and under the control of the District.

1.9 "Insured Services" means an insured medical service or procedure that is identified for payment by a specific service code in the MSI Schedule of Benefits.

1.10 "Locum Tenens" means a Physician who temporarily replaces another Physician who is absent from the practice.

1.11 "MSI" means Medical Services Insurance as administered by Medavie Blue Cross or its successor organizations on behalf of the Government of Nova Scotia for the

reimbursement of physicians for insured medical services, pursuant to the Act.

1.12 "Master Agreement" means the Agreement made as of April 1, 2008 between Doctors Nova Scotia and the Nova Scotia Minister of Health and Wellness, which Agreement was amended as of April 1, 2011 and terminates on March 31, 2015, **Schedule A** attached and any subsequently negotiated successor agreements relevant during the term of this Agreement.

All references to the Master Agreement removed in the unsanctioned contracts, including the above definition. RISKS: The Master Agreement serves as the basis for APP contracts. Removal of all references to the Master Agreement creates several risks:

(1) APP physicians may be denied benefits negotiated under the Master Agreement (i.e., pay increments, liability insurance, Continuing Medical Education support)

(2) If a new Master Agreement is negotiated during the life of the APP contract, the newly negotiated benefits may be denied to APP physicians

(3) DNS' ability to protect the interests of APP physicians is undermined when all other physicians, regardless of payment model (fee-for-service and clinical/academic funding plan) fall under the Master Agreement – APP physicians would be in stand-alone contracts without the benefit of collective bargaining power

1.13 "Medical Practice" means a medical practice which has hours of work and patient load consistent with, and similar to, other fee-for-service primary care physicians in the Province.

1.14 "Minister's Funding" means payments from MSI for Insured Services plus Reciprocal Billing with all other Canadian provinces except the Province of Quebec.

1.15 "Office" means the location where a Physician is practicing his or her profession and may be located in the Physician's home, in a hospital, in an institution, or in other facilities or buildings.

1.16 "Patient" means an inpatient or outpatient of a Hospital within the catchment area served by the Physician, and all patients of the Physician whether seen in the office or other settings.

1.17 "Physician" means Dr. *, a legally qualified medical practitioner whose name is entered in the register kept by the College of Physicians and Surgeons of Nova Scotia as qualified and licensed to practice medicine.

1.18 "Province" means the Province of Nova Scotia.

1.19 "Reciprocal Billing" means billings received by the Province of Nova Scotia from other sources for medical services provided in Nova Scotia to insured residents of other provinces excluding the Province of Quebec.

1.20 "Shadow Billing" means reporting by the Physician of Insured Service encounter information to MSI consistent with the fee codes, preamble and billing rules as outlined in the MSI Physician's Manual and any other MSI billing documents as applicable to evaluate the operation of this Agreement, to provide information necessary for the determination of population-based or disease-based health care costs, to assist in developing long term health delivery plans and to provide data to serve patient and third-party requests; and to serve the purpose of collecting out-of- province services (reciprocal billing).

1.21 "Shadow Billing Threshold" means the minimum level of Shadow Billings expected under this Agreement and is set out in Article 2.1.1.1.1.

1.22 "Year" means April 1st of one calendar year to March 31st, of the next calendar year.

2. RESPONSIBILITIES AND OBLIGATIONS OF THE MINISTER

2.1 Minister's Funding

2.1.1 The Minister will pay to the Physician the annual amount of:

2.1.1.1 During the period ***** to *****, an amount equal to * FTE activity based on **$XXXX** per annum, pro-rated to the actual contract term.

2.1.1.1.1 The Shadow Billing Threshold for this Agreement is *% of the funding outlined in Article 2.1.1.1, prorated to the actual contract term.

2.1.1.2 If the contract end date outlined in Article 15.1 exceeds the period outlined in Article 2.1.1.1 then any changes to the rate paid under this agreement will be in line with any corresponding rate changes defined in the Master Agreement, pro-rated to the actual contract term and FTE activity.

2.1.1.3 These payments will be prorated to bi-weekly payments, and paid at the regular biweekly schedule of payments from MSI.

2.1.2 So long as the Physician complies with all other requirements and obligations under this Agreement, if the Physician's revenue as indicated by Shadow Billing at the end of any completed year of the Agreement exceeds the guaranteed annual revenue as defined in Article 2.1.1.1, the Minister shall pay the Physician the difference between the revenue as indicated by Shadow Billing and the guaranteed annual revenue. This article does not apply to Shadow Billings for which the Physician has otherwise received remuneration.

2.1.3 The Minister's Funding as detailed in 2.1.1.1 is for the provision of Contracted Activities by the Physician as a Full-Time Physician.

2.2 The Physician will be eligible for a Canadian Medical Protective Association (e.g. C.M.P.A. or other liability insurance) rebate in accordance with Section 6.1 (d) of the Master Agreement**.**

Reference to the Master Agreement clause removed from the unsanctioned contracts. RISK: physician is entitled to an undefined/non-specific CMPA rebate.

2.3 Excluded from Minister's Funding

2.3.1 The Minister's Funding is exclusive of funds from the following sources;

2.3.1.1 Medico-legal claims;
2.3.1.2 Uninsured billings;
2.3.1.3 Workers' Compensation Board;
2.3.1.4 Province of Quebec billings;
2.3.1.5 Out-of-Country billings;
2.3.1.6 Honoraria;
2.3.1.7 On-call funding as provided for in Article 6.3 (a) of the Master Agreement;
2.3.1.8 Payments received as a result of any specific funding for emergency room coverage for which the Physician may be eligible, in the discretion of the Minister, other than the funding specifically contemplated by Article 2.1 of this Agreement;
2.3.1.9 Payments received by the Physician as compensation for fulfilling a surgical assistance role;
2.3.1.10 Payments received by the Physician for obstetrical care provided at times other than during the Physician's normal office hours and other than the times when the Physician is providing on-call coverage; and,
2.3.1.11 Payments for insured services which are otherwise contemplated by or approved pursuant to this Agreement.

2.3.2 The Minister's Funding will not include payments to the Physician for statutory holidays, health insurance, life insurance, sick leave, vacation leave, or any other types of leave.

2.4 The Minister's Funding will be adjusted proportionally to clinical FTE activity that falls below the requirement to meet the definition of a Full-Time Physician.

2.5 In the event funding is adjusted, pursuant to Article 2.4, the required funding adjustment shall be prorated on a biweekly basis as administered by MSI.

2.6 The Minister agrees to provide all Parties to this Agreement with regular shadow billing reports not less than once a year, and at the option of the Minister, as frequently as quarterly.

2.7 All parties agree that Doctors Nova Scotia is not liable for any or all of the Minister's Funding; that such liability rests solely with the Minister.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE DISTRICT

3.1. The District shall, subject to its by-laws and credentialing requirements, provide medical privileges at the Hospital, pursuant to and in keeping with the by-laws of the Hospital/District, as required.

3.2. The District agrees to work with the Physician to develop **Schedule D, Physician Deliverables**, as outlined in Article 5.1 of this Agreement.

3.3. The District agrees to work with the Physician to collaboratively address any Agreement-related issues or concerns that the Physician may raise.

3.4. The District will not be responsible for paying the Physician any remuneration whatsoever for services provided by the Physician and nothing in this Agreement shall in any way be interpreted as an obligation on the part of the District to pay the Physician for medical services.

3.5. The District agrees to recruit and hire the Nurse Practitioner and to enter into an employment agreement with the Nurse Practitioner for the provision of services pursuant to the Collaborative Practice Agreement.

3.6. The District agrees to facilitate and participate in, to the extent necessary, the development of the Collaborative Practice Agreement with the Physician and the Nurse Practitioner.

3.7. The District agrees to facilitate and ensure the signing of a formal Collaborative Practice Agreement as per the Guidelines and the Authorized Practice Schedule.

3.8. The District agrees to facilitate and ensure the submission of the Collaborative Practice Agreement to the Minister for approval prior to its execution and prior to the provision of health care service under the Collaborative Practice Agreement.

3.9. The District shall designate a member(s) of its management staff as the primary administrative contact for the Nurse Practitioner, the Physician and the Minister and shall advise of the contact's name on or before the date of execution of this Agreement.

3.10. The District shall participate in and cooperate with the Nurse Practitioner, the Physician and the Minister, in any evaluation of the Collaborative Practice Arrangement and shall, on the request of the Minister, provide all information necessary to conduct any requested evaluation.

3.11. The District shall provide to the Minister and the Physician prior notification of all scheduled leaves of the Nurse Practitioner, including but not so as to restrict the generality of the foregoing all CME and vacation Days.

This clause removed in the unsanctioned contracts. RISK: physician not necessarily notified of planned leaves by the nurse practitioner employed by the District/NSHA.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PHYSICIAN

4.1. The Physician represents and warrants to the Minister that the Physician is, and will continue to be, a legally qualified medical practitioner listed and licensed as such by the College of Physicians and Surgeons of Nova Scotia and that the Physician is and will continue to be in good standing pursuant to any provisions of the Medical Act.

4.2. The Physician is a Full-Time Physician and will provide the Contracted Activities as a Full-Time Physician during the term of this Agreement at the level agreed to in **Schedule D, Physician Deliverables**.

4.3. Subject to the provisions of this Agreement, the Physician agrees to maintain a continuous Medical Practice in the area of *, in the County of *, for the term of this Agreement. The Office of the Physician shall be located within this area. The Physician is responsible for all related practice overhead expenses.

4.4. The Physician will provide the Contracted Activities as a Full-Time Physician during the term of this Agreement, subject to provisions noted in Articles 2.3, 4.4 and 2.5, and in accordance with the **Schedule B, Accountability Framework**, attached.

4.5. The Physician will provide after hours, weekend, and holiday on-call coverage as agreed to in **Schedule D, Physician Deliverables**. This will normally include an equal sharing of on-call duties with local physicians. On-call coverage may be supplemented by short-term locums and replacement physicians.

4.6. The Physician will act responsibly in attempting to ensure necessary medical coverage and notification of his/her Patients during any absence of the Physician. Every reasonable effort will be made by the Physician to find a locum replacement during any prolonged Physician absence. The Physician will be assisted in trying to find a locum by the Provincial Locum Program. Where locum physicians cannot be found, the Physician will appropriately notify the community/public of his/her absence. The Physician will provide appropriate direction to the nearest Emergency Department or the closest available Physician for Patients requiring medical care during his/her absence.

4.7. Personal Leave

4.7.1. The Physician will always provide to the District two weeks (14 Days) prior notification of planned dates of absence from clinical practice for any reason except for leave provided under Article 4.7.1.1 of this Agreement.

4.7.1.1. If the Physician's planned absence from clinical practice ("Leave") or planned decrease in clinical FTE activity ("Reduction in Services") exceeds or is expected to exceed six (6) weeks, the Physician must seek the approval of the District for such absence at least thirty (30) Days before the beginning of the leave, or decreasing his/her clinical activity as the case may be. The District must advise the Minister of such approved leave at least fourteen (14) Days before the beginning of the leave.

4.7.1.1.1 Any leave approved pursuant to this Article 4.7.1.1 will be an unpaid break in service and the funding under Article 2.1.1.1 will be suspended during such leave;

4.7.1.1.2 And any reduction in services approved pursuant to this Article 4.7.1.1 will result in a proportional adjustment to the Minister's Funding.

4.7.2. In the event that the Physician's clinical FTE activity is reduced at any time during the Agreement for a period exceeding two weeks (14 Days), for any reason, the Physician must notify both the District and the Minister within two weeks (14 Days) of the first day of service reduction, except for leave provided under Article 4.7.1.1 of this Agreement.

4.8. If the Physician applies for and is granted medical staff privileges at the Hospital/ District:

4.8.1. The Physician agrees to use the facilities of the Hospital(s) at the District, where *he/she has been granted privileges, for the duration of this Agreement for the purposes contemplated by this Agreement and in accordance with the terms herein and in accordance with the District by-laws and any other applicable rules, policies and procedures of the District.

4.8.2. The Physician shall participate in an on-call system established for the District Emergency Department, as stipulated by the District's Medical Chief of Staff, Medical Director or Vice-President Medicine; and

4.8.3. The Physician agrees to be a member in good standing of the medical staff of the Hospital at the District and to abide by the by-laws the District and by such regulations, rules, procedures and policies as may from time to time be

adopted by the District in accordance with its by-laws.

4.9. The Physician agrees, at the cost of the Physician, to maintain CMPA or equivalent malpractice coverage. The Physician shall advise the District and the Minister of the type and level of professional liability insurance carried and shall immediately notify the District and the Minister of any change to the type and level of such insurance.

4.10. When a Nurse Practitioner is hired for the community, the Physician agrees:

4.10.1. To participate in the development of the Collaborative Practice arrangement with the Nurse Practitioner and the District, as appropriate.

4.10.2. To sign a formal Collaborative Practice Agreement in compliance with the Guidelines and the Authorized Practice Schedule.

4.10.3. To work cooperatively with the Nurse Practitioner, to submit the Collaborative Practice Agreement to the Minister prior to providing service under the Collaborative Practice Agreement.

4.10.4. To provide consultation with the Nurse Practitioner on the initiative of the Nurse Practitioner and pursuant to the Collaborative Practice Agreement as required and to participate in regularly scheduled meetings with the Nurse Practitioner for consultation and educational purposes as outlined in the Collaborative Practice Agreement.

4.10.5. To maintain documentation of all consultation with the Nurse Practitioner on a per patient basis, and for all non-patient specific consultations. The records contemplated by this Clause 4.10.5 shall be maintained by the Physician, for the consultation provided and may be reviewed by the Minister and the District at any time upon request. Copies and all documentation of all consultation with the Nurse Practitioner will be made available to the Minister and the District on request.

4.10.6. To participate in the annual project update as required pursuant to the Guidelines.

5. ACCOUNTABILITY

5.1. All parties to this Agreement acknowledge the importance of clearly defining the Contracted Activities expected under this Agreement. The Physician and the District agree to cooperatively develop and document a listing of regular physician deliverables subject to provisions noted in Articles 2.3, 2.4, 2.5, 4.2, 4.3, 4.4, 4.5, 4.6, and 4.8, and in accordance with the **Schedule B, Accountability Framework**. For clarity, only items contained in the approved Accountability Framework for the particular contract type can be included as Contracted Activities in a physician's individual deliverables.

5.2. The physician deliverables are considered complete upon:

5.2.1. Being signed by the Physician;

5.2.2. Being signed by the District; and,

5.2.3. Being submitted to Doctors Nova Scotia and the Minister in accordance with Article 17 of this Agreement. For clarity, the date the Physician Deliverables are received by the Minister will serve as the date of completion.

Requirement to submit deliverables to DNS removed in the unsanctioned contracts. RISK: if DNS is unaware of the deliverables being signed, we are unable to properly protect physicians' interests and advocate as sole bargaining agent for physicians in NS.

5.3 Once completed, the Physician Deliverables will form **Schedule D, Physician Deliverables** of this contract.

5.4 **Schedule D, Physician Deliverables** must be completed within ninety (90) calendar Days of the start date, as identified in Article 15.1 of this Agreement, and satisfy Articles 5.1 and 5.2 of this Agreement.

These clauses (5.4 and 5.5) removed in the unsanctioned contracts. RISK: implications of either the physician or the NSHA not finalizing deliverables on a timely basis are unclear.

5.5 If the terms of Article 5.4 are not met within ninety (90) Days of the starting date of this Agreement, then the Minister's Funding outlined under Article 2.1, may be suspended

5.5.1 If the Physician, acting reasonably, is unable to meet the terms of Article 5.4 due to unforeseen circumstances due to no fault of his or her own or due to the acts or omissions of other parties, the Minister may choose to continue payment pursuant to this Agreement up to an additional ninety (90) Days (i.e. one hundred and eighty (180) Days post contract start date).

5.5.2 If payment is suspended under Article 5.5, and the Physician does not subsequently submit documentation consistent with 5.1, 5.2 and 5.4 within ninety (90) calendar Days after the date of payment suspension, then the Agreement will be considered to be terminated by all parties and the Physician will return to fee-for-service remuneration.

5.5.3 If the APP contract is terminated as outlined in Article 5.5.2, the Physician will receive the value of any shadow billings submitted from the date of payment suspension to the date of forfeiture.

5.5.4 If payment under the APP is suspended under Article 5.5, and the Physician submits documentation consistent with Articles 5.1, 5.2 and 5.3 within ninety (90) calendar Days after the date of payment suspension, then payments under the contract will resume as normal.

5.5.5 If the APP contract payment is suspended and then resumed as outlined in Article 5.5.4, the Physician will be eligible to receive all funding, as outlined in Article 2.1.1.1, withheld from the date of payment suspension to the date of resumption.

5.6 **Schedule D, Physician Deliverables** of this agreement, once formed, may be modified at any time during the term of this agreement, but will not be considered to be in effect until the terms of Article 5 are met with regard to the updated **Schedule D**, **Physician Deliverables.**

6. REPORTING

6.1 Within thirty (30) Days of the completion of each Year of the Agreement, the Physician shall, for the purpose of evaluating this Agreement, complete and submit to the parties a report in accordance with the form of the **Activity Report** attached as **Schedule C** to this Agreement (and as may be amended by the Minister and agreed to by Doctors Nova Scotia), or such other form as may be reasonably prescribed by the Minister and agreed to by Doctors Nova Scotia, from time to time. The Minister may, with appropriate notice to the Physician, require reporting on a more frequent basis. In the event that the Physician does not submit an Activity Report in accordance with this Section the Minister may hold back a portion of the Minister's Funding, as outlined in Article 2.1.1.1, due to the Physician pursuant to this Agreement, not exceeding 25%, until a compliant report is submitted to the parties by the Physician.

6.2 The Physician will throughout the period of this Agreement, provide a Shadow Billings for all eligible Contracted Activities throughout the period of this Agreement for the purpose of evaluation of this Agreement by the District and the Minister. In the event that the Physician does not provide Shadow Billings in accordance with this Section, the Minister may hold back a portion of the compensation due to the Physician pursuant to this Agreement, not exceeding 25% of the Minister's Funding as outlined in Article 2.1.1.1 of this Agreement until compliant claims are submitted by the Physician. The Physician agrees also to participate in any District or Minister- initiated time studies as part of the evaluation protocol.

6.3 Within thirty (30) Days of the completion of each Year of the Agreement, the Physician will forward a written report to the Minister detailing the Days absent from clinical practice for the preceding Year.

6.4 The Physician agrees to the release of all Shadow Billing information submitted in accordance with Article 6.2 of this Agreement to all parties to this Agreement. This information will be used to support the monitoring, reporting, and evaluation outlined in Article 7. All parties agree that the Shadow Billing information submitted by the

Physician is confidential and all parties further agree to make all reasonable efforts to maintain the confidentiality of the Physician's billing information.

6.5 If the Physician is found to be non-compliant in regard to both Articles 6.1 and 6.2, up to a maximum of 50% of the Minister's funding may be held back until a compliant Activity Report and compliant Shadow Billings are submitted to the parties by the Physician.

7. EVALUATION

7.1 All parties to this Agreement acknowledge the importance of measuring the effectiveness of this method of alternative funding and the impact it has on services provided. The impact of this funding Agreement will be reviewed by the parties not less than once a year and, at the option of the Minister, as frequently as quarter- annually.

7.2 Where the type of services rendered by the Physician in the period under evaluation is found to be significantly different from the type of services agreed upon in **Schedule D** of this Agreement, the Minister's Funding may be adjusted from time to time as reasonably proportionate to such variation, at the sole discretion of the Minister acting reasonably. For clarity, the type of services refers to the scope of practice outlined in **Schedule D, Physician Deliverables**. Some examples include: nursing home visits, inpatient visits, well-woman clinics, etc.

7.3 Where the level of service rendered by the Physician in the period under evaluation is found, as evidenced by Shadow Billing and the Physician's Activity Reports, to be significantly different than the required Shadow Billing Threshold and/or the agreed upon level of services outlined in **Schedule D, Physician Deliverables**, the Minister's Funding may be adjusted from time to time as reasonably proportionate to such variation, at the sole discretion of the Minister acting reasonably.

7.4 The Minister, in cooperation with Doctors Nova Scotia, agrees to develop and maintain appropriate Shadow Billing Thresholds to be used in the evaluation of all alternative payment plan agreements.

7.5 In the extraordinary circumstance where the level and or type of service rendered by the Physician in the period under evaluation is found, as evidenced by shadow billing and the Physician's Activity Reports, to be so significantly below the required Shadow Billing Threshold and/or the agreed upon types of services outlined in **Schedule D, Physician Deliverables,** that, in the Minister's sole opinion, the services provided do not warrant the Minister's Funding paid during the evaluation period, the Minister may, in cooperation with Doctors Nova Scotia and the District, seek to retroactively recover funding proportionate to the demonstrated level of service.

7.6. Where either the type or level of Contracted Activities is not realized due to matters beyond the control of the Physician, the Minister may waive the application of Articles 7.2, 7.3 and/or 7.5.

8. RELATIONSHIP TO EXISTING MEDICAL SOCIETY AGREEMENT

8.1 The parties agree that Doctors Nova Scotia is the sole bargaining agent on behalf of duly-qualified medical practitioners in the Province for the purposes described in Article 3.0 of the Master Agreement.

This clause removed in the unsanctioned contracts. RISK: introduces ambiguity about the Master Agreement contract serving as the basis for APP contracts. Removal of all references to the Master Agreement creates several risks as outlined on page 4, including APP physician entitlement to Master Agreement benefits such as liability insurance rebate, Continuing Medical Education support, contract rate increases.

9. NO CLAIMS FOR PROFESSIONAL SERVICES UNDER BILLING NUMBER

9.1 If upon signing of this Agreement, the Physician does not have an MSI Billing Number, an MSI Billing Number will be forthwith assigned to the Physician by the Minister.

9.2 Notwithstanding that the Physician holds a valid MSI Billing Number, the Physician shall not submit, directly or indirectly, a billing under such Billing Number for any insured service which is a Contracted Activity delivered by the Physician pursuant to this Agreement and the Billing Number shall not be valid in respect of such services.

9.3 If the Physician has received any payment from MSI in respect of a Contracted Activity delivered by the Physician pursuant to this Agreement, such amount is subject to reimbursement by the Physician, and the Minister may deduct the amount of the payment from any money that is otherwise payable to the Physician under this Agreement.

9.4 All payments received by the Physician under inter-provincial reciprocal billing arrangements for services rendered by the Physician will also be subject to reimbursement by the Physician, and the Minister may deduct the amount of the payment from any monies that are otherwise payable to the Physician under this Agreement.

9.5 Payments to a Physician pursuant to this Agreement shall be full payment for all Contracted Activities. Subject to the provisions of section 13B of the Act, the Physician may negotiate only non-Contracted Activity payment arrangements with District Health Authorities. Negotiated non-Contracted Activity payment arrangements with District Health Authorities must be approved by Doctors Nova Scotia and the Department of Health and Wellness.

10. INSPECTION BY MINISTER

10.1 During the term of this Agreement, and for three (3) years thereafter, the Physician and the District will, on reasonable notice, permit the Minister to inspect, and facilitate the inspection of, financial and medical records and other documents related to the Minister's Funding and to the performance of Contracted Activities and related items in order to:

10.1.1 Verify the information set out in the reports delivered in compliance with Articles 6.1, 6.2 and 6.3;

10.1.2 Verify the amounts provided by the Minister; and,

10.1.3 Assist in evaluating the Agreement as per Articles 7.1, 7.2, 7.3 and 7.5.

11. DISPUTE RESOLUTION

11.1 It is agreed that any party to this Agreement concerned about any matter arising out of this Agreement may, upon giving at least ten (10) Days written notice to the other parties, call a meeting, to which all parties are obligated to attend, for the purpose of resolving such concerns.

11.2 In the event of a dispute or grievance between Doctors Nova Scotia and the Minister arising during the term of this Agreement, they will move to the Dispute Resolution Process referred to in Article 5 of the Master Agreement.

11.3 In disputes between parties, other than Doctors Nova Scotia and the Nova Scotia Department of Health and Wellness, the parties will attempt to resolve the dispute between them and failing that, any party may seek to resolve the dispute by arbitration, in accordance with the provisions of the *Commercial Arbitration Act*.

11.4 If the Minister's Funding is to be adjusted under any or all of Articles 2.4, 2.5, 5.5, 6.1, 6.2, 6.5, 7.2, 7.3, 9.3 and 9.4, the Minister will provide the Physician with prior notice of any adjustment and thirty (30) Days to submit supplementary information to support his or her claims.

11.5 Subject to Article 11.4 of this Agreement there shall be no abatement, reduction or withholding of the Minister's Funding by reason of any dispute or referral of same to arbitration or otherwise during the term of this Agreement.

Dispute resolution clause removed entirely in some of the unsanctioned contracts. In others, the clause was abridged and revised. RISKS: Unclear what, if any, process is available to these physicians in the event of a disagreement with government or the NSHA. Numerous inconsistent contracts difficult for government and DNS to administer.

12. TERMINATION

12.1 Any party to the Agreement may terminate this Agreement, without cause, prior to the termination date by giving the other parties to the Agreement at least three (3) months written notice of termination.

12.2 In the event the Physician fails to comply with the terms and conditions of this contract, then the Minister, in cooperation with the District and Doctors Nova Scotia, may choose to terminate this Agreement immediately.

12.3 In the event the Physician fails to maintain membership in good standing in the College of Physicians and Surgeons, has his/her privileges suspended or terminated by the District, is found by a court or tribunal of competent jurisdiction to be guilty of or in breach of a provision of any statute or regulation or, if the Physician is unable to carry out his/her responsibilities pursuant to this Agreement such that in the sole option of the Minister, acting reasonably, the health and safety of patients or members of the public may be at risk, then the Minister in cooperation with the District and Doctors Nova Scotia may suspend or terminate this Agreement immediately.

12.4 In the event this Agreement is terminated, effective on the date of termination, remuneration for clinical services will revert to the fee-for-service method of payment as outlined in the MSI manual and referenced in the Master Agreement.

12.5 Termination provided for in Article 12 will not be a matter for arbitration, pursuant to Article 11.

13. BENEFICIAL INTENT

13.1 It is the intent of this Agreement that it benefits all parties while enhancing patient care and, accordingly, each party will act in good faith and make all reasonable efforts to achieve those ends.

14. INDEPENDENT CONTRACTOR

14.1 It is understood and agreed that this Agreement is for the performance of clinical services and that the Physician is engaged as an independent contractor and is not, nor shall be deemed to be an employee, servant or agent of the District or the Minister.

For further clarity, it is understood by all parties to this Agreement that the Physician:

14.1.1 Shall be free to engage and dismiss at the expense of the Physician support staff in support of his/her clinical practice;

14.1.2 Shall exercise professional judgment in offering medical advice and treatment;

14.1.3 Shall be free to offer the services of the Physician to others for profit in accordance with Articles 2.3 and 14.2;

14.1.4 Shall be free to arrange the hours of the Physician within the clinical practice, being mindful of Articles 2.1.3, 2.4, 4.2, 4.4, 4.5, 7.2, 7.3 and **Schedule D, Physician Deliverables;**

14.1.5 Shall not be entitled to payments from the Minister for statutory holidays, health insurance, life insurance, sick leave, vacation leave, or any other types of leave or participation in the Public Service Superannuation Fund of the Province.

14.2 The Physician may enter into other contractual arrangements with other parties or otherwise derive revenue from the delivery of professional services, provided:

14.2.1 These arrangements and additional professional services do not interfere or conflict with the provision of required medical services in accordance with the terms of this Agreement; and

14.2.2 These services are not billable insured services under MSI, unless the Minister and the District specifically consent to such services being provided and billed to MSI.

14.3 As an independent contractor, the Physician will assume responsibility for costs associated with the delivery of services pursuant to this Agreement including, but not limited to:

14.3.1 Office lease/rental costs including utilities, telephone and receptionist, secretarial and other Office staff;

14.3.2 Medical supplies and equipment purchase;

14.3.3 Office supplies and equipment including computer hardware and software;

14.3.4 Professional liability insurance (e.g. C.M.P.A.);

14.3.5 Membership dues, professional fees and related costs;

14.3.6 Sick leave benefits, short or long-term disability benefits, insurance, dental coverage if the Physician chooses to provide these benefits; and,

14.3.7 Transportation necessary to enable the Physician to fulfill his/her responsibilities under this Agreement.

14.4 The Physician shall be solely responsible for remittance of all payments for Income Tax and like obligations as are or may be required of the Physician according to law, in respect of the services rendered by the Physician or by anyone employed by the Physician. The Physician shall indemnify the Minister, Doctors Nova Scotia and the

District for any liability which may occur due to the Physician's failure to make such remittances.

15. TERM AND EXTENSION OF THIS AGREEMENT

15.1 This Agreement will commence on *****, and will continue until ***.**

15.2 The Agreement can be extended pursuant to mutual agreement of all parties to this Agreement.

15.3 Upon expiry of this Agreement as outlined in Article 15.1, if the Parties have neither terminated the Agreement pursuant to Article 12 of the Agreement, or have not extended the term of this Agreement in accordance with clause 15.2 above, the provisions of this Agreement shall remain in effect with the Minister's funding at the rate in effect as defined by the Master Agreement, until such time as the Parties agree upon a new Agreement, or the Agreement is terminated by any Party pursuant to Article 12 of this Agreement.

Language changed to "at the prevailing rate" in the unsanctioned contracts.
RISK: unclear whether "prevailing rate" means APP physicians will benefit from the rate increases negotiated for them in the Master Agreement (such as the 1.5% effective Apr 1, 2018).

16. ASSIGNMENT

16.1 The Physician may, with the written consent of the Minister which will not be unreasonably withheld, assign this Agreement to an association, partnership, professional incorporation or entity, acting on behalf of the Physician (the Assignee). Upon being notified of any such assignment, the Minister will thereafter pay the Minister's Funding to the Assignee.

16.2 In the event of an assignment referred to in Article 16.1, the obligations and duties of the Physician as outlined in this Agreement will continue.

17. NOTICE

17.1 All notices under this Agreement will be deemed duly given upon being delivered by hand, or three (3) Days after being posted or sent by registered mail or courier, receipt requested, to a party hereto at the address set forth herein or to such other addresses designated by a party by notice pursuant hereto:

For the Minister:
Minister of Health and Wellness
Department of Health and Wellness
P.O. Box 488
Halifax, Nova Scotia
B3J 2R8

For Doctors Nova Scotia:
President
Doctors Nova Scotia
25 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

For the District:
CEO
*

For the Physician:
*

18. ENTIRE AGREEMENT

18.1 This Agreement and the schedules, attached hereto or referred to herein, constitute the whole Agreement between the parties unless duly modified in writing and signed by all parties. No representation or statement not expressly contained herein will be binding upon any party.

18.2 The parties agree that the schedules attached hereto form an essential part of this Agreement.

19. GOVERNING LAWS

19.1 This Agreement will be construed and interpreted in accordance with the laws of the Province of Nova Scotia. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assignees.

20. PARTIAL INVALIDITY

20.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.

21. LIABILITY

21.1 The Minister, the District and Doctors Nova Scotia shall not be liable for any injury or damage (including death) to any person or for the loss or damage to property of any person in any manner, based upon, occasioned by or in any way attributable to the Physician's services under this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of an officer or servant of the Minister while acting within the scope of his/her employment.

21.2 The Physician shall indemnify and save harmless the Minister, the District and Doctors Nova Scotia from and against all claims, demands, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by, arising out of or attributable in any way to the performances of the services of the Physician.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED & DELIVERED in the presence of:

_____
Witness

_____
Witness

_____
Witness

_____
Witness

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia as represented by the Minister of Health and Wellness

per: _____
Minister

Date: _____

DOCTORS NOVA SCOTIA

per: _____
President

Date: _____

*** HEALTH AUTHORITY**

per: _____
CEO

Date: _____

THE PHYSICIAN

per: _____
*

Date: _____

SCHEDULE A

Master Agreement as a Schedule to the APP contract removed in the unsanctioned contracts. RISKS: Several significant risks, as outlined above (on page 4).

AGREEMENT
BETWEEN:

DOCTORS NOVA SCOTIA

AND

NOVA SCOTIA MINISTER OF HEALTH AND WELLNESS

FOR THE PERIOD

APRIL 1, 2008 - MARCH 31, 2015

SCHEDULE B

ACCOUNTABILITY FRAMEWORK

GP-NP- Detailed Deliverables Framework

Direct Patient Services						
Category	**Service**	**Service Sub-group**	**Metrics**	**Reporting Technique**	**Reporting Timeframe**	**Documentation Requirements**
Clinical Services, including related administration (Shadow Billable)	Office Based Primary Care	General Daytime Office Based Visits (including necessary diagnostics and procedures)	The following visit codes where LO= Office: -03.04 Complete Examination -03.03 Office Visit -03.03A Geriatric Office Visit All other procedural & diagnostic codes where LO=OFFC	Shadow Billing	Ongoing	As per MSI Requirements
		General Evening/Afterhours Office Based Visits (including necessary diagnostics and procedures)	The following codes where LO= Office: -03.03 Urgent Care Request by Patient (all time modifiers) - any office visit where RO=GPEW (after hour/weekend incentive program)	Shadow Billing	Ongoing	As per MSI Requirements
	Hospital Based Services	Inpatient Visit Services	The following codes where LO= Hospital, and FN=INPT: -03.04 First Examination -03.03 Subsequent Visit- Daily to 4 weeks -03.03 Subsequent Visit- Weekly after 4 weeks -03.03 Supportive Care -03.02A Hospital Discharge Fee -03.03 Urgent Hospital Visit	Shadow Billing	Ongoing	As per MSI Requirements
		Outpatient/Ambulatory Visit Services	All codes where LO= Hospital, and FN=OTPT or DTOX and/or any services billed for and Outpatient/Ambulatory clinic that MSI has set up with a LO=OFFC.	Shadow Billing	Ongoing	As per MSI Requirements

GP-NP- Detailed Deliverables Framework

Direct Patient Services						
Category	**Service**	**Service Sub-group**	**Metrics**	**Reporting Technique**	**Reporting Timeframe**	**Documentation Requirements**
	Nursing Home Based Visit Services		All 03.03 and 03.04 services where LO= NRHM	Shadow Billing	Ongoing	As per MSI Requirements
	Visit Services- All other Locations	Home Visits	All 03.03 and 03.04 services where LO= HOME	Shadow Billing	Ongoing	As per MSI Requirements
		Acute Home Care Visits	All 03.03 and 03.04 services where LO= HMHC	Shadow Billing	Ongoing	As per MSI Requirements
		Correctional Centre Visits	All 03.03 and 03.04 services where LO= CCNT	Shadow Billing	Ongoing	As per MSI Requirements
		Other Location Visits	All 03.03 and 03.04 services where LO= OTHR	Shadow Billing	Ongoing	As per MSI Requirements
	Special Services	Primary Care Obstetrics	The following codes where LO=OFFC: -03.04 Complete Pregnancy Exam -03.03 Routine Pre Natal -03.03 Post Natal Care -03.03 Well Baby Care Where LO=HOSP: -03.04A Transfer During Labour -87.98 Delivery NEC -03.03 Post Partum Visit -03.03 Resuscitation of Newborn -03.04 First Examination- Newborn care Healthy Infant -03.03 Subsequent Care- Newborn Healthy Infant	Shadow Billing	Ongoing	As per MSI Requirements
		Psychiatric Services- FP Delivered	The following codes: -08.41 Hypnotherapy -08.44 Group Therapy -08.45 Family Therapy -08.49A Counseling -08.49B Psychotherapy	Shadow Billing	Ongoing	As per MSI Requirements
		Daytime Emergency Department Coverage (Level 3 or 4 Facilities)	All codes where LO= Hospital, and FN=OTPT	Shadow Billing	Ongoing	As per MSI Requirements

GP-NP- Detailed Deliverables Framework

Indirect Patient Services						
Category	**Service**	**Service Sub-group**	**Metrics**	**Reporting Technique**	**Reporting Timeframe**	**Documentation Requirements**
Clinical Services, including related administration (Non-Shadow Billable)	Direct Patient Care	Screening Clinics (Well man/Woman Clinics, but excluding Pap Screening)- non shadow billable	- List of screening clinics performed (Date specific) - # of patients seen - # of providers participating in clinic - # of hours spent per reporting period in clinics	Physician Reported	Annually	All screening activities should be noted in the patient's chart.
	Remote / Non Face-to-Face Patient Care	Patient Contact by Physician during normal office hours- Non face-to-face (phone calls, emails, etc.)	-List of Non face-to-face physician/patient interaction services offered. -# of patient non-patient interactions.	Physician Reported	Annually	All indirect patient interaction should be noted in the patients chart.
		Patient Advocacy	- List of Patient Advocacy activities - # of hours spent supporting advocacy activities.	Physician Reported	Annually	All Patient Advocacy activities should be noted in the patient's chart.
	Collaboration to support delivery of Primary Care	Collaborative Care Meeting- Other Allied Health Care Professionals	- List of Other Allied Health Care Professionals that are part of Collaborative Care Team - # of hours spent per reporting period in collaboration with other Allied Health Care Professionals	Physician Reported	Annually	Interprofessional collaboration must be documented.
		Directive Care Meetings- Patient Caretaker/Family (non-health professional)	-Estimated number of patients under physician directed care provided by caretaker/family member. -# of hours spent per reporting period providing direction to caretaker/family members.	Physician Reported	Annually	Advice and direction provided as part of a formal Directive Care Meeting must be documented in the patients chart.

GP-NP- Detailed Deliverables Framework

Other Patient Support Services						
Category	**Service**	**Service Sub-group**	**Metrics**	**Reporting Technique**	**Reporting Timeframe**	**Documentation Requirements**
Clinical Support Services	Practice Administration	EMR Implementation and ongoing administration	- List of EMR related activities. - # of hours spent per reporting period in EMR related activities.	Physician Reported	Annually	Existence of EMR Utilization.
	Quality Assurance	Development and maintenance of Standards of Care	-# of hours spent per reporting period developing/maintaining Standards of Care	Physician Reported	Annually	Documented Standards of Care.
		DHA Initiated Primary Health Care Planning/Quality or similar initiatives	-List of initiatives physician was asked to participate in. -# of normal working hours spent participating in initiatives.	Physician Reported	Annually	Formal Minutes from Committees- indicating meeting attendance and or written confirmation from DHA.
		Participation In District or Department of Health and Wellness Quality Initiatives	-List of initiatives physician was asked to participate in. -# of normal working hours spent participating in initiatives.	Physician Reported	Annually	Formal Minutes from Committees- indicating meeting attendance and or written confirmation from DHA/DHW.
		Development and maintenance of Clinical Practice Guidelines	-# of hours spent per reporting period developing/maintaining Clinical Practice Guidelines	Physician Reported	Annually	Documented Clinical Practice Guidelines exist for the practice and can be submitted upon request.
	DHA Systems Planning	DHA Initiated Committee work	- List of committees physician participated in at the invitation of the District -# of normal working hours spent participating on committees	Physician Reported	Annually	Formal Minutes from Committees- indicating meeting attendance. Written confirmation from DHA (if requested).
		Participation In District or Department of Health and Wellness Quality Initiatives	-List of initiatives physician was asked to participate in. -# of normal working hours spent participating in initiatives.	Physician Reported	Annually	Formal Minutes from Committees- indicating meeting attendance and or written confirmation from DHA/DHW.
	Capacity Building	Teaching Seminars, and/or other learning activities delivered to other health care personnel to increase the capacity of the clinic/district/system.	-List of initiatives physician was asked to participate in. -# of normal working hours spent participating in initiatives.	Physician Reported	Annually	Formal documentation outlining seminars taught. Written confirmation from DHA/DHW (if requested)

Other Services (to be approved by the Department of Health and Wellness)						
Category	**Service**	**Service Sub-group**	**Metrics**	**Reporting Technique**	**Reporting Timeframe**	**Documentation Requirements**
Other (if applicable)						

SCHEDULE C

ACTIVITY REPORT

Draft: Dr. *

ANNUAL ACTIVITY REPORT

GP NP PRACTITIONER

COLLABORATIVE PRACTICE

Physician Name: _____

For Fiscal Year: _____

Introduction:

Family physicians are required to report on the patient support, practice support and development and DHA/DHW leadership activities performed during the year.

The activities identified in your "Deliverables" form the basis for this report.

This Activity Report considers the non-shadow billable activities you performed during the reporting period.

Please note that the reporting physician must have supporting documentation in the form specified in the accountability framework to substantiate the claims submitted as part of this report.

Please complete all sections of this report relevant to your practice.

Section 1- Clinical Services- Non Shadow Billable

Question 1- Special Clinics that cannot be shadow billed:

Screening Clinics: Please identify any screening clinics provided during the year, the number of patients treated, the date and other professionals participating in the clinic.

Date	Clinic Type	Number of Patients	Number of Providers	Hours Claimed

Other health professionals providing services at these clinic:

Notes:

The information provided above should reflect aggregate values for the specified reporting period.

The physician should have detailed information regarding the date, time, and specific patient information for each clinic type to substantiate the above claim, if requested.

Question 2- Indirect Patient Care: Non Face-to-Face Patient Care

Indirect Patient Care: Remote / non Face-to-Face Patient Care Family practitioners may provide follow-up with patients through methods other than face-to-face interaction.
Average hours annually:
Approximate number of patients:
Types of Indirect Services Provided: •

Question #3- Indirect Patient Care: Patient Advocacy

Indirect Patient Care: Patient Advocacy The family practitioner liaises with specialists, other health professionals and social service agencies to provide support/advocate for his/her patients.
Claimed hours per week:
Advocacy Activities: •

Notes:

The information provided above should reflect aggregate values for the specified reporting period.

The physician should have detailed information regarding the date, time, and specific patient information for each service type to substantiate the above claim, if requested.

Question 3- Collaborative and Directive Care

Indirect Patient Care: Collaboration to Support the Delivery of Primary Health Care:

The Family Physician interacts daily with other health care professionals to deliver care. Two broad categories of collaborative work have been identified – **Collaborative Care Meetings with other health professionals** and **Directive Care Meetings.**

Meetings claimed should be formal in nature, not "hallway conversations"

Collaborative Care Meetings: Other Health Professionals
Meeting frequency (if regularly scheduled): **Claimed hours annually:** **Health professionals typically included in these meetings: Please list names/profession.** • • • • • •
Directive Care Meetings: Patient Caretaker/Family (Non-Health Professional)
Approximate number of patients/families under physician directed care provided by caretaker/family member:
Claimed hours spent providing patient care direction to caretakers/family member:

Notes:

The information provided above should reflect aggregate values for the specified reporting period.

The physician should have detailed information regarding the date, time, and specific patient information for each service type to substantiate the above claim, if requested.

Section 2: Clinical Support Services

Question 4: Practice Administration- EMR

EMR Implementation and On-going Administration: The implementation of an EMR within a practice requires training time for all health professionals and allied staff. Education and training on enhancements to the EMR software can also be time-intensive. Please report on the time and types of EMR-related activities you undertook. This does not include off-site training time.
Claimed hours per year in EMR-related activities:
Please list the types of activities: •

The information provided above should reflect aggregate values for the specified reporting period.

The physician should be able to demonstrate EMR utilization.

Question 4: Quality Assurance- Documented Standards of Care

Development and Maintenance of Standards of Care: Please indicate the number of hours spent developing and/or maintaining Standards of Care.
Claimed hours per year:

Notes:
The information provided above should reflect aggregate values for the specified reporting period.

The physician should be able to produce documented Standards of Care to validate the claim upon request

Question 5: Quality Assurance- documented Clinical Practice Guidelines

Development and Maintenance of Clinical Practice Guidelines: Please indicate the number of hours allocated to developing/maintaining CPGs.
Claimed hours per year:

Notes:
The information provided above should reflect aggregate values for the specified reporting period.

The physician should be able to produce documented Clinical Practice Guidelines to validate the claim upon request

Question 6: DHA and Community Activities

Participation in District or Department of Health and Wellness Quality Initiatives:

The primary care physician often provides leadership and support to DHA quality improvement, patient safety and risk management, programming and service delivery initiatives, specific to their role as a District Primary Care Physician.

Please indicate the initiatives in which you participated and the approximate hours spent.

INITIATIVE	HOURS

Participation in District or Department of Health and Wellness Committees:

The primary care physician often provides leadership and support to DHA quality improvement, patient safety and risk management, programming and service delivery initiatives, not specific to their role as a District Primary Care Physician.

Please indicate the initiatives in which you participated and the approximate hours spent.

INITIATIVE	HOURS

Question 7: DHA Capacity Building

Capacity Building: Family practitioners provides leadership and education to other health care professionals designed to increase the capacity of the collaborative care practice, the district and the health system. Please indicate the initiatives in which you participated as well as those you designed and/or led. Please indicate the hours allocated to this service.	
INITIATIVE	HOURS

Notes:
The information provided above should reflect aggregate values for the specified reporting period.

The physician should be able to demonstrate participation on working groups and initiative through formal working group minutes, meeting notes or other such documentation, if required

Other: You may use this space to, for example, to indicate any activities/projects/initiatives done during your regular work hours which you feel have contributed towards meeting your contractual obligations.

I warrant that the above noted claims are, to the best of my knowledge, an accurate reflection of the time I have actually worked providing these services:

Physician Signature Date

I warrant, to the best of my knowledge, the Physician has provided the above claimed services:

DHA Representative Signature Date

Received by Department of Health and Wellness Date

SCHEDULE D

PHYSICIAN DELIVERABLES

DELIVERABLES – GP NP ALTERNATIVE PAYMENT PLAN
Physician Services Deliverables Agreement

1.0 PROVIDER PROFILE

1.1 Dr. X* is a *General Practitioner collaborating with a Nurse Practitioner, licensed to practice medicine in the Province of Nova Scotia, through the Nova Scotia College of Physicians and Surgeons.

1.2 Dr. X* is a member of the broader Primary Health Care Network, supported by DHA*.

1.3 Dr. X* will work as a 1.0* FTE physician on an Alternate Payment Plan.

1.4 The practice community is located in X*, Nova Scotia.

1.5 The physical space of the practice is owned and/or rented by:

District
Physician(s)
Joint (District & Physician)

1.6 The practice is located at: _____

1.7 The mailing address is:

1.8 The practice phone number is: _____

1.9 A direct phone number for Dr. X* is: _____

1.10 The practice fax number is: _____

1.11 The primary contact person for this practice is:_____

1.12 The contact person's email address is:_____

1.13 Further contact information that you would like to provide:

1.14 The following providers are a part of the Practice:

PROFESSION	LAST NAME	FIRST NAME

1.15 The non-physician staff of this Practice Group are employees of:

1.15.1 The Physician(s)

1.15.2 The District

1.15.3 Combination Physician and District

1.16 The following locations are served by the practitioners listed in 2.11:

2.0 PHYSICIAN DELIVERABLES

2.1 Scope of Services

2.1.1 The Physician will ensure delivery of comprehensive primary health care services to practice patients of all ages and stages of health or illness.

2.1.2 The Physician will provide a full scope of services for a minimum of 37.5* hours / week (excluding on-call time), for 46* weeks per year, in accordance with the terms of this Agreement. The contracted time will generally be arranged as follows:

a) Clinical Services (Shadow Billable AND Non-Shadow Billable)
_____* hours per week, as a minimum

b) Clinical Support Services (e.g. Practice Support, Capacity Building)
_____* hours per week, as a minimum

2.1.3 The Physician plans to provide the following services outside of the Agreement:

2.1.4 The Physician agrees to provide the following services:

Direct Patient Services			
Category	**Service**	**Service Sub-group**	**Service Description**
Clinical Services, including related administration (Shadow Billable)	Office Based Primary Care	General Daytime Office Based Visits (including necessary diagnostics and procedures)	
		General Evening/Afterhours Office Based Visits (including necessary diagnostics and procedures)	
	Hospital Based Services	Inpatient Visit Services	
		Outpatient/ Ambulatory Visit Services	
	Nursing Home Based Visit Services		
	Visit Services- All other Locations	Home Visits	
		Acute Home Care Visits	
		Correctional Centre Visits	
		Other Location Visits	
	Special Services	Primary Care Obstetrics	
		Psychiatric Services- FP Delivered	
		Daytime Emergency Department Coverage (Level 3 or 4 Facilities)	

Indirect Patient Services			
Category	**Service**	**Service Sub-group**	**Service Description**
Clinical Services, including related administration -not shadow billable (these activities are patient-specific but are not captured through the MSI billing system.)	Direct Patient Care	Screening Clinics (Well man/Woman Clinics, but excluding Pap Screening)- non shadow billable	
	Remote / Non Face-to-Face Patient Care	Patient Contact by Physician during normal office hours- Non face-to-face (phone calls, emails, etc.)	
		Patient Advocacy	

Indirect Patient Services			
Category	**Service**	**Service Sub-group**	**Service Description**
	Collaboration to support delivery of Primary Care	Collaborative Care Meeting- Other Allied Health Care Professionals	
		Physician-to-Physician Consultations	
		Directive Care Meetings- Patient Caretaker/Family (non-health professional)	

Other Patient Support Services			
Category	**Service**	**Service Sub-group**	**Service Description**
Clinical Support Services	Practice Administration	EMR Implementation and ongoing administration	
	Quality Assurance	Development and maintenance of Standards of Care	
		DHA Initiated Primary Health Care Planning/Quality or similar initiatives	
		Participation In District or Department of Health Quality Initiatives	
	Systems Planning	Other DHA/DHW initiated Committee work	
	Capacity Building	Teaching Seminars, and/or other learning activities delivered to other health care personnel to increase the capacity of the clinic/district/system.	

Other Services (to be approved by the Department of Health)			
Category	**Service**	**Service Sub-group**	**Service Description**
Other (if applicable)			

2.2 Regular Schedule of Services

2.2.1 While it is recognized that exceptions, and adjustments will take place, the regular practice schedule will be:

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
07:00							
07:30							
08:00							
08:30							
09:00							
09:30							
10:00							
10:30							
11:00							
11:30							
12:00							
12:30							
13:00							
13:30							
14:00							
14:30							
15:00							
15:30							
16:00							
16:30							
17:00							
17:30							
18:00							
18:30							
19:00							
19:30							

2.3 Patient Access

2.3.1 Patient Load

a) Practice Size
<Description of duties to be inserted>

b) Patient Acceptance Process
<Description of duties to be inserted>
Example: Priority will be provided to prospective patients residing in Community* and surrounding area, who are (a) without a practitioner, or (b) travelling outside the area to see his/her practitioner and wish to transfer back to the local practice.

2.3.2 The Physician will cooperate with collaborating team members to coordinate any planned time away from his or her practice, to ensure a staffing level that meets the normal daily demands of the practice.

2.3.3 Enhanced Patient Access
<Description of duties to be inserted>

2.4 On Call

2.4.1 Practice Call
a) <Description of duties to be inserted>

2.4.2 Inpatient / Orphan and Unattached Patients
a) Description of duties to be inserted.

2.4.3 Emergency Department Call
a) Description of duties to be inserted.

2.5 Quality Care

2.5.1 The Physician will incorporate best practices for the design and performance of physician office practices. Best practices must include:

2.5.1.1 Compliance with current guidelines to for cold chain vaccine storage;
2.5.1.2 Compliance with current guidelines for appropriate instrument sterilization techniques;

2.5.2 The Physician will provide regular times for meetings with the collaborative practice team to discuss practice management issues, collaboration issues, chart reviews, patient management and outcomes (etc.).

2.5.3 The Physician agrees to review in a timely manner, all cases brought forward for discussion or transfer of care by any member of the collaborative team. These reviews may be either a chart review, and/or face-to-face consult.

2.6 Program Participation

2.6.1 The Physician agrees to participate with any health promotion, chronic disease / injury prevention and management, and patient education activities which are consistent with Primary Health Care programs and evolving Chronic Disease strategies of the DHW and or DHA*.

2.7 Patient Engagement

2.7.1 The Physician agrees to provide patients with support and encouragement to participate in their own care, decision making about their care, and enhancing their personal health through growth and education.

2.8 District Relationship

2.8.1 The Physician will support the DHA* in advancing the delivery of primary care in the district by liaising with the Primary Health Care Staff Team and other District Staff.

2.8.2 The Physician agrees to collaborate with the DHA* to develop and implement a system to support program evaluation and ongoing improvement in the quality of primary health care at the community level.

3.0 ELECTRONIC MEDICAL RECORDS UTILIZATION

3.1 The physician:

a) Agrees to record all relevant patient details in a provincially approved EMR, which is common / accessible to collaborating team members.

OR

b) Agrees to work towards recording all relevant patient details in a provincially approved ERM, which is common / accessible to collaborating team members, and will be fully functional within 90days (specify date:_____).

OR

c) Agrees to establish a provincially approved EMR system within XX months of the effective date of this contract (specify date: _____).

OR

d) Will not be required to work towards an EMR, or to record patient details in an EMR. This option will be reviewed in 6 months (specify date: _____).

4.0 OTHER

4.1 Clinical Preceptorship and Teaching

4.1.1 The Physician may choose to act as a preceptor as required, for students and residents.

IN WITNESS WHEREOF the Parties hereto have executed this agreement on the XX day of , 20____.

SIGNED, SEALED AND DELIVERED

Dr.* X	Date
DHA*	Date

SCHEDULE E

GUIDELINES FOR COLLABORATIVE PRACTICE TEAMS AND EMPLOYERS OF NURSE PRACTITIONERS: STRATEGIES FOR INTEGRATING NURSE PRACTITIONERS IN HEALTHCARE TEAMS (2012)

College of Registered Nurses of Nova Scotia

Guidelines for Collaborative Practice Teams and Employers of Nurse Practitioners: Strategies for Integrating Nurse Practitioners in Healthcare Teams

2012

Guidelines for Collaborative Practice Teams and Employers of Nurse Practitioners (Effective, January 16, 2012)

Suite 4005, 7071 Bayers Road, Halifax, NS B3L 2C2
Tel 902.491.9744 Toll-free (NS) 1.800.565.9744 www.crnns.ca info@crnns.ca

First Printing: (May 2002)
Revised: (2004/2005/2009/2011)

INTRODUCTION

Nurse practitioners are autonomous health professionals with education in advanced nursing practice and theory. To practice in Nova Scotia, nurse practitioners must hold a current professional licence from the College of Registered Nurses of Nova Scotia (the College) and a documented collaborative practice relationship with at least one physician. Nurse practitioners provide a comprehensive range of essential health services in a variety of healthcare settings. They assess, diagnose, treat and manage acute and chronic physical and mental conditions according to the *Nurse Practitioner Standards of Practice* (2012), in collaboration with their clients and other healthcare providers. Nurse practitioners are fully accountable for their own professional practice.

What is collaborative practice?
In Nova Scotia, the *Registered Nurses Act* (2006) defines a collaborative practice as a formalized working relationship among a nurse practitioner, a physician or group of physicians, an employing organization, and other health professionals who are relevant to the nurse practitioner's practice. The collaborative practice arrangement enables the healthcare providers to work together to use their separate and shared knowledge and skills to provide optimal client-centered care.

Collaborative practice teams:

- take a coordinated, integrated and comprehensive team approach to care
- base their practice on the best-available evidence and best-practice and clinical guidelines
- engage in respectful, open communication and shared decision making
- coordinate their various roles so that all team members may practise at the highest level of their scope of practice
- strive to achieve positive health outcomes
- support the continuing competence and ongoing professional development of all team members.

The College developed the *Guidelines for Collaborative Practice Teams and Employers of Nurse Practitioners: Strategies for Integrating Nurse Practitioners in Healthcare Teams* (2012) in consultation with nurse practitioners and other stakeholders. These guidelines are designed to:

1. Help nurse practitioners and employers integrate the nurse practitioner role into the collaborative healthcare team.

2. Provide a framework to help collaborative practice teams optimize their function in terms of roles, relationships, responsibilities, and accountabilities within the team. This includes developing effective processes for communication and consultation among health team members for safe, competent, ethical, compassionate client care.

3. Identify regulatory and professional requirements for nurse practitioner practice in Nova Scotia, including forms nurse practitioners must complete when they enter or leave a collaborative practice relationship or change their patient population.

The guidelines in this document are broad enough to facilitate discussion and decision-making, regardless of team composition, client population and practice setting.

1. INTEGRATING THE NURSE PRACTITIONER ROLE INTO COLLABORATIVE PRACTICE HEALTHCARE TEAMS

The College has developed the NP Toolkit™ to help healthcare teams in Nova Scotia integrate the nurse practitioner (NP) role into the team. The NP Toolkit™ is a central online repository of information relating to NP practice in Nova Scotia. Nurse practitioners, employers, physicians and other collaborating health team members will find this toolkit to be a valuable resource. It contains:

- current legislation and policies
- procedures and practical tools to support the development of an NP practice
- relevant information for ongoing NP practice
- advice for NPs changing their focus of practice or leaving their NP practice
- support for the mobility of NPs in Canada.

The College also recommends that employers and collaborative practice teams use a framework to guide them as they integrate nurse practitioners into the collaborative practice team. One recommended resource is the *Cancer Care APN Toolkit* developed for Cancer Care Ontario. Although the toolkit was developed to help oncology teams integrate advanced practice nursing roles, its principles and practical advice apply to any collaborative practice team in any healthcare setting. The toolkit provides numerous resources to support decision-making and effective collaboration among providers and clients.

2. DEVELOPING AND OPTIMIZING COLLABORATIVE PRACTICE TEAM ROLES

Developing a collaborative practice team begins with a comprehensive assessment of the client population, the context of practice, and the responsibilities and accountabilities of team members.

A. Client Population

When integrating a nurse practitioner into a healthcare team, it is important to first identify the health needs of the practice population and what services and resources are already available to them. This analysis will enable teams to determine gaps in local health services. The appendices in the NP Toolkit™ provide a variety of resources to assist in this process.

The College recommends, at a minimum, that the nurse practitioner and collaborative team carefully examine the following aspects of their client population:

- community/population demographics
- determinants of health within the community
- the client population(s) served by the collaborative practice team
- the needs of the client population(s) served by the collaborative practice team
- unattached members of the community (those with no healthcare provider)
- client population trends such as prevalence of chronic disease
- gaps in health service provision within the community/health system

B. Context of Practice

It is important to consider the context of practice when integrating nurse practitioners into new or existing healthcare teams. The context of practice includes how and where health services are delivered (service delivery), what structures and processes are used to deliver them, and what other departments, services and providers are involved (linkages). Nurse practitioners and healthcare teams must understand how these contextual elements influence their collaborative practice. This understanding allows them to plan more effectively how they will address service gaps and meet client needs.

The College recommends, at a minimum, that nurse practitioners and collaborative teams look closely at the following elements of the context of their practice:

C. Service Delivery

- locations where services are delivered (e.g., main practice site, secondary sites, hospital, emergency department, long-term care facility, clients' homes, hospital clinic)
- outreach services provided (e.g., school-based immunization programs, well-woman clinics, correctional facility inmate clinics)

D. Structures and Processes

- hours of operation (weekend/evening services, after-hours coverage)
- appointment scheduling
- method of documentation
- management and ownership of client health records
- tracking systems for diagnostic results and referrals
- on-call and after-hours coverage
- coverage for planned or unplanned absences
- professional liability coverage

E. Linkages

- how the practice is linked to support services (e.g., laboratory, diagnostic imaging, pharmacy services)

- arrangements with other healthcare providers who offer different levels or types of care (e.g., medical specialists, psychologists, dietitians, physiotherapists)

- organizations or programs to which clients may be referred (e.g., palliative care, addictions services, Alzheimer Society, diabetes care program)

F. Responsibilities and Accountabilities of Team Members

It is important that all members of the healthcare team understand what knowledge and skills are shared among all team members and what knowledge and skills are unique to specific individuals on the team. This understanding and appreciation of each others' shared and unique skills allows team members to integrate their skills in a coordinated approach to care. This is essential to the optimal functioning of the healthcare team.

The College recommends, at a minimum, that nurse practitioners and collaborative teams clearly outline the processes and mechanisms that will enable them to:

- determine how members of the team work together
- develop relationships and build the team
- optimize team communication (e.g., team meetings, conflict resolution)
- consult and refer among team members
- continue developing their competence
- develop and review policies and procedures
- adopt clinical practice guidelines/best practices
- implement continuous quality improvement initiatives

The College suggests that collaborative practice teams review their team functions, roles and responsibilities at least once a year—or anytime new team members join, existing team members leave, the patient population changes, new delivery models are implemented, or major changes are made to policy or legislation.

3. REGULATORY AND PROFESSIONAL REQUIREMENTS

Initiating Nurse Practitioner - Physician Collaborative Practice Relationships

In order to practice in Nova Scotia, nurse practitioners are required by legislation (*RN Act*, 2006) to establish a collaborative practice relationship with a physician or group of physicians. This relationship ensures that nurse practitioners have access to at least one physician who has agreed to be available for client-care consultation (in person, by telephone, in writing or electronically). This formal relationship does not prevent the nurse practitioner from collaborating with other physicians or providing care to their patients. It also does not prevent the nurse practitioner from providing services when the collaborating physician is not available— as long as alternate arrangements have been made.

In the past, legislation required nurse practitioners to enter a formal collaborative practice agreement with a physician. This had to be a written, College-approved agreement. This formality is no longer required. Employers now decide how to document the collaborative practice relationship. Some employers continue to require a written and signed collaborative practice agreement, while others choose to use job descriptions and collaborative practice policies and procedures to define the relationship.

Regardless of the employers' method, the College requires nurse practitioners to officially verify the collaborative practice relationship by completing and submitting the completed *Collaborative Practice Relationship Verification Form* (2011) to the College BEFORE the nurse practitioner begins a new collaborative practice relationship. See appendix A.

Nurse practitioners are also required to update and submit the *Collaborative Practice Relationship Verification Form* when there is a change in collaborating physicians.

Changing or Leaving a Client Population or Practice Setting

The RN Act (2006) and RN Regulations (2009) require nurse practitioners and employers to notify the College when nurse practitioners are about to change their patient population or practice setting. The College also requires nurse practitioners to notify the College when leaving a practice.

NURSE PRACTITIONER COLLABORATIVE PRACTICE RELATIONSHIP (CPR) VERIFICATION

A collaborative practice relationship (CPR) with a physician(s) is required for nurse practitioners to practice in Nova Scotia (RN Act 2006). This relationship ensures that the nurse practitioner has access to at least one physician who has agreed to be available for client care consultation (in person, by telephone, in writing or electronically).

This CPR does not prevent the nurse practitioner from collaborating with other physicians or providing care to their patients. It also does not prevent the nurse practitioner from providing services when the collaborating physician is not available, provided alternate arrangements have been made.

An NP must notify the College when:

- a CPR is initiated
- there is change in collaborating physician(s)
- the NP changes client population and/or practice setting
- the NP leaves a practice setting.

All sections are to be completed by the NP applicant.

Section A

Check the reason for completing the verification form and enter effective date:

Reasons	Check	Effective Date
Initiating collaborative practice relationship		
Adding a collaborating physician		
Removing a collaborating physician		
Changing client population		
Changing practice setting		
Leaving practice setting		

Practice Population Focus: Adult ☐ Family All Ages ☐ Neonate ☐ Child ☐

Given Name (please print) Last Name CRNNS Registration Number

Name of Collaborative Practice Site

Collaborative Practice Site Street Address Town/City Postal Code

Work Telephone Number E-mail Effective Date:

Section B

The physician(s) listed below has/have agreed to a collaborative practice relationship with me.

Physician Name	Licence Number	Phone Number	Email

Section C

Name and Position of your Manager/Director

Manager/Director Telephone Number E-mail

Name of Employer/Agency

Employer/Agency Street Address Town/City Postal Code

I agree to have my name, licence number and work contact information posted on the College website.

I verify that all information on this form is true to the best of my knowledge.

Nurse Practitioner Signature Date

Please return completed form to:
College of Registered Nurses of Nova Scotia
Suite 4005 – 7071 Bayers Road Halifax, Nova Scotia B3L 2C2
E-mail: registration@crnns.ca Fax 902-491-9510