**Disclaimer:**

**This document is prepared as an informational resource for physicians and is intended to be a starting point for a conversation with your lawyer about how you may be able to develop a contract specific to your individual circumstance.**

**Physicians** are required to contact their own personal legal counsel for independent legal advice with respect to the use of these templates. For more information on law firms with preferred rates for physician members, please log into [Club MD](https://www.doctorsofbc.ca/your-benefits/discount-programs/club-md). These templates do not constitute legal advice.  Doctors of BC does not provide legal advice to members who are considering using the templates and is not liable in any way for their use.

Members should not agree and sign the templates based upon information contained in this document without first consulting appropriate professional advisors. Members are also encouraged to ensure they are aware of and advised on applicable policies, guidelines, and regulatory and legislative requirements that may be relevant to their obligations.

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** dated as of the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**BETWEEN:**

**[NAME]**, of
[ADDRESS]

(the “**Contractor**”)

**AND:**

**[NAME OF COMPANY]**

[ADDRESS]

 (the “**Company**”)

**WHEREAS**

1. The Company is a body corporate who carries on the business of [description of Company’s business];
2. The Contractor is duly qualified and is licensed to practice as a physician in the Province of British Columbia and is a member of good standing of the College of Physicians and Surgeons of British Columbia;
3. The Company wishes to engage the Contractor to provide professional services to the Company for the term of this Agreement and the Contractor has agreed to provide such services, all in consideration and upon the terms and conditions contained herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises, the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereby agree as follows:

1. engagement and Services
	1. The Company hereby engages the Contractor to provide the services described in Schedule “A” hereto and the Contractor agrees to perform and provide such services (collectively the “Services”) in accordance with the terms and conditions of this Agreement. Any amendments to Schedule “A” by either party must be agreed to in writing by both parties.
	2. During the Term, the Contractor will provide the Services primarily at and from those premises set out and more particularly described in Schedule “B”, or at such other location or premises as may be reasonably required by the Company (the “Premises”) [or will provide the Services via an encrypted online video conference platform such as [name of platform (the Platform”)].
	3. The Contractor agrees to provide the Services conscientiously and will devote his or her efforts and abilities thereto and will at all times:
		1. comply with the *Health Professions Act* (the “Act”);
		2. be a Contractor registered under the Act and a member in good standing of the College of Physicians and Surgeons of British Columbia (“CPSBC”);
		3. comply with all standards and advisory statements laid down by the CPSBC, as updated and amended from time to time; and
		4. comply with any policies which have been implemented by the Company of which the Contractor has been made aware, including any requirements as to charting methods.
2. INDEPENDENT CONTRACTOR

	1. It is expressly agreed that the Contractor is acting as an independent contractor in performing the Services, and nothing contained in this Agreement will be regarded or construed as creating any relationship (whether by way of employment, partnership, joint venture, or agency relationship between the parties other than as an independent contractor.
	2. As an independent contractor, the Contractor will be responsible for making any and all payments and remittances required by law. The Company will pay no Workers’ Compensation Board premiums (unless WCB has officially determined the Contractor to be a “Worker”) or provide any health, disability, accident or life insurance to cover the Contractor. The Company will not:
		1. contribute on behalf of the Contractor to the Canada Pension Plan;
		2. deduct or withhold any amounts on account of employment insurance;
		3. deduct or withhold any amounts on account of federal or provincial income taxes;
		4. contribute to the Contractor’s professional licensing fees, memberships or professional associations fees ;
	3. reimburse the Contractor for any automobile, travel or other expenses incurred by the Contractor in the provision of the Services; and/or provide to the Contractor any benefits other than as set out expressly herein.
	4. As an independent contractor, the Contractor will be responsible for making any and all payments and remittances required by law including, but not limited to remittances under the Income Tax Act and the Canada Pension Plan and the Company will not be entitled or responsible to deduct any such amounts from the payments made to the Contractor under this Agreement.
	5. The Contractor agrees that the Contractor will not have the authority to commit or bind the Company to any matter, contract or negotiation without the prior written authorization of the Company, such authorization may be arbitrarily withheld.
3. TERM
	1. The Company engages the Contractor to provide the Services for a term of [length of term] commencing on [date] and terminating on [expiry date] (the “Expiry Date”) unless and until terminated or extended in accordance with provisions of this Agreement.
	2. If either party wishes to extend this Agreement, it will provide the other party with a written invitation to enter into negotiations respecting such extension but in no case no later than thirty (30) days before the Expiry Date. Any extension of this Agreement must be in writing and signed by both parties. If an agreement is not reached on the terms of such extension, this Agreement will terminate on the Expiry Date.
4. CONTRACTOR’S REPRESENTATIONS
	1. The Contractor represents and warrants that the Contractor is registered and in good standing with the CPSBC, will be, throughout the Term, duly qualified and registered as a practicing physician in the Province of British Columbia, and holds any and all certifications that are required to provide the Services. This representation and warranty will survive the expiration or termination of this Agreement.
5. PREMISES, EQUIPMENT AND ADMINISTRATIVE SERVICES

	1. During the Term, the Company will provide the Contractor with the non-exclusive use of:
		1. the Premises;
		2. the equipment (excluding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), furniture, supplies and any other equipment to provide the Services (the “Equipment”); and
		3. the services of the administrative staff members employed by the Company to perform reception, clerical, billing, collection, and office management functions (the “Administrative Services”);

for the purposes of providing the Services.

* 1. The Contractor acknowledges that the Company is entitled to the concurrent use of the Premises [and/or Platform], the Equipment and the Administrative Services, listed and attached hereto as Schedule “C”, and that the Company may at any time grant similar concurrent rights to use the Premises, the Equipment and/or the Administrative Services to other Contractors and health care professionals.
	2. The Contractor agrees to cooperate with the Company and such other health care professionals as may be using the Premises, [Platform], the Equipment and/ or the Administrative Service, in order to ensure the most efficient use by all parties of such Premises, Equipment, and Administrative Services.
1. DAYS AND HOURS OF SERVICE
	1. The Contractor will provide the Services on the days and during the hours outlined in Schedule “D” attached hereto. Such days and hours may be amended from time to time by written agreement of the parties
	2. The Company agrees that the Contractor may designate up to [x] weeks in each calendar year during which the Contractor will not be required to provide Services under this Agreement. The choice of which particular weeks in the calendar year that will be taken off by the Contractor will be made by the Contractor after consulting with the Company.
2. PATIENTS
	1. All patients with whom the Contractor has dealings with in the course of providing the Services are and will be deemed to be patients of the Company.
	2. The Contractor acknowledges and agrees that the files and charts for all patients are and will remain the property of the Company.
	3. Notwithstanding Article 11 of this Agreement, following the termination of this Agreement, if any patients provide written notice to the Company indicating he or she wish for the Contractor to remain his or her primary care Contractor, the Company will use every effort to coordinate and cooperate with the Contractor to transfer such patient and their medical and personal health care information to the Contractor.
3. COMPENSATION
	1. In consideration for the use of the Premises, [Platform], Equipment and Administrative Services, the Contractor will pay to the Company a monthly fee beginning the first day of each month following the execution of this Agreement, which will be [fee] (the “Monthly Fee”).
	2. Billings for the Services rendered by the Contractor under this Agreement will be tracked, invoiced and collected by the Company. The Company will make reasonable commercial efforts to collect payment for outstanding accounts and all collection activities and costs will be borne by the Company.
	3. For all Services to be provided under this Agreement, the Company will pay the Contractor the fees described in Schedule “E” (the “Contractor’s Fees”).
	4. In addition to the Contractor’s Fees, the Company will reimburse the Contactor for any expenses or disbursements reasonably incurred by the Consultant in performing the Services (the “Expenses”).
	5. The Contractor will render invoices to the Company every month, in a form reasonably acceptable to the Company. Fifteen days after receipt of the Contractor’s invoice, the Company will pay the Contractor Fees and any Expenses, less the amount of the Monthly Fee payable to the Company hereunder, to the Contractor.
	6. The Contractor will charge interest on any unpaid balance commencing thirty (30) days after the date of the invoice at the rate of two point five percent (2.5%) per month until payment is made in-full.
	7. Upon termination of this Agreement, the Company will make reasonable efforts to collect all outstanding accounts billed for the Services, and will remit to the Contractor the Contractor Fees arising from any such collected billings, based on the terms set out above.
4. NON-EXCLUSIVITY
	1. The Company agrees that:
		1. The Contractor’s Services hereunder are non-exclusive and the Contractor will be entitled to enter into contracts for service with other proprietors from time to time, provided that services activities are not conducted on the Premises, and do not interfere with or conflict with the Contractor’s obligations under this Agreement; and
		2. The Company acknowledges that the Contractor will be responsible for providing the Services without instructions, supervision, or other interference from the Company.
5. CONFIDENTIAL INFORMATION
	1. In this Agreement, “Confidential Information” means all non-public information that a party to this Agreement designates as being confidential to the party that receives such information or which, due to the nature of the information disclosed or the circumstances surrounding disclosure, ought to be treated as confidential by the receiving party and includes without limitation:
		1. information disclosed to, used by, developed by, or made known to the either party in the course of the performance of the Services under this Agreement which is not generally known by persons outside the Company and the Contractor including, but not limited to, information (printed, electronic or otherwise) pertaining to the Company’s and the Contractor’s past, present, future and contemplated patients, employees, contractors, contracts, services, assets, operations, methods, facilities, equipment, technology, research, strategies, personnel, finances, designs, inventions, routines, policies and business procedures, made available to the other party in the performance of the Services.
	2. The parties will have access to and will be entrusted with Confidential Information in the course of the performance of the Services under this Agreement, and the parties agree and acknowledge their respective interests will be irreparably harmed if such Confidential Information is disclosed.
	3. The parties recognize that the Confidential Information is the sole and exclusive property of the respective parties, and each party will use their best efforts and diligence to protect and maintain the confidentiality of the Confidential Information, including, with respect to the Company, the inclusion of confidentiality clauses in employment or other agreements of any authorized persons employed or engaged by the Company to provide the Services, which are at least as restrictive as those contained in this Agreement. The parties will (and the Company will cause its representatives to) not, directly or indirectly, use the Confidential Information or disclose to another person the Confidential Information, whether or not acquired, learned or obtained by the parties or any other authorized persons employed or engaged by the Company and the Contractor, except as such disclosure or use is required solely in connection with the performance of the Services or as may be consented to in writing by the respective party and their authorized representatives in advance of such disclosure. The Company will be responsible for any breach of this Article by person to whom it has provided Confidential Information.
	4. The Confidential Information is and will remain the sole and exclusive property of the respective party. Upon termination of this Agreement, the parties will deliver promptly to the other (or destroy): (i) all tangible parts of the Confidential Information including records, data, notes, reports, correspondence, materials, information or other documents or property which are in the possession or under the control of the Company or the Contractor ii) electronic copies of the Confidential Information, and (iii) if requested by a party, deliver to the other party written confirmation (e-mail being sufficient) indicating that the requirements of this clause have been satisfied in full.
	5. Notwithstanding the foregoing provisions of this clause, the parties will not be liable to the other for the disclosure or use of any of the Confidential Information to the extent that:
		1. the Confidential Information is or becomes available to the public from a source other than the receiving party and through no fault of the other party; or
		2. the Confidential Information is lawfully obtained by the receiving party from a third party or a source outside of this Agreement without confidentiality obligations.
	6. If either party breaches any provision of this Article 10, the non-breaching party may immediately terminate this Agreement by giving notice of such effect to the breaching party, in addition to any other rights or remedies the non-breaching party may have under this Agreement or at law
	7. The covenants and agreements contained in this clause will survive the termination of this Agreement and the destruction or return of Confidential Information.
6. INDEMNITY
	1. The Company hereby agrees to indemnify and hold harmless the Contractor, his [ or her] representatives, agents, heirs, executors, administrators or any other person acting on his or [ or her] behalf from and against any and all actions, losses, claims, debts, duties, agreements, contracts, damages, liabilities, suits, proceedings, accounts, costs, expenses, losses and demands of every nature and description, based upon, relating to or otherwise arising in respect of (a) any breach of this Agreement by the Company or its representatives, or (b) the acts or omissions of the Company or its representatives; provided however, that the Company will not be liable hereunder to the extent that any loss, claim, damage, liability or expense results or arises from the Contractor’s gross negligence, willful misconduct or bad faith.
	2. In case the Contractor, without actual (as opposed to merely vicarious) fault on his or [or her] part, is made a party to litigation begun by or against the Company, the Company will protect and hold the Contractor harmless and will pay all reasonable costs, expenses and legal fees actually incurred or paid by the Contractor in connection with such litigation.
7. NON-SOLICITATION AND NON-COMPETITION

	1. The Contractor acknowledges that in the course of providing Services under this Contract, the Contractor will develop close relationships with the Company’s patients and the Company’s employees, and that the goodwill of the Company depends on the development and maintenance of such relationships. The Contractor acknowledges that the preservation of the goodwill of the Company and the protection of its relationships with the Company’s patients and the Company’s employees are proprietary rights the Company is entitled to protect.
	2. The Contractor covenants and agrees that during the term of this Agreement and for a period of six months following its termination, regardless of the reason for such termination or the party effecting it, the Contractor will not, whether individually or in partnership or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever, seek in any way to:
		1. solicit or persuade any of the Company’s patients to transfer that patient’s business from the Company to any other person or entity;
		2. solicit or persuade any of the Company’s employees to leave such employment.
8. TERMINATION
	1. The parties may terminate this Agreement without penalty at any time by providing the other party with sixty (60) days’ written notice.
	2. Upon the termination of the Agreement:
		1. the Company’s obligations to the Contractor under this Agreement will terminate except for the Company’s obligation to pay any Contractor Fees and Expenses in accordance with the terms of this Agreement, to the date of termination;
		2. the Contractor’s obligations to the Company under this Agreement will terminate except those obligations which are specifically expressed to survive the termination of this Agreement or by their nature should survive; and
		3. the Contractor will use commercially reasonable means to assist the Company with the transition of all patient files to a third party Contractor or medical provider and the Company will reimburse any reasonable and necessary costs and expenses incurred by the Contractor for such transition.
9. **INDEPENDENT CONTRACTOR**
	1. The Company’s and its relationship with the Contractor as created by this Agreement is that of an independent contractor for the purposes of Income Tax Act (Canada) and any similar provincial taxing legislation. It is intended that the Contractor will have general control and direction over the manner in which the Services are to be provided to the Company under this Agreement. Nothing contained in this Agreement will be regarded or construed as creating any relationship (whether by way of employer/employee, agency, joint venture, association, or partnership) between the parties other than as an independent contractor as set forth herein.
	2. The Company will be responsible for providing the necessary space and other resources that may be required at the Premises in order to allow the Services to be performed in a timely and professional manner.
10. DISPUTE RESOLUTION

	1. If any dispute, claim, question or difference arises with respect to the terms and conditions of this Agreement (a “Dispute”), the parties will use all reasonable commercial efforts to settle the Dispute. To this end, the parties will consult and negotiate with the other in good faith to reach a just and equitable solution satisfactory to all parties.
	2. If a Dispute is not settled within thirty days of good faith negotiations or such longer period of time as agreed to between the parties to the dispute, or if one party to the Dispute so requests during the initial thirty day period, the parties will participate in a structured negotiation with one mediator acceptable to both parties of the Dispute. The parties will share the costs of the mediation equally.
11. general

	1. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements, representations or negotiations between the Company and the Contractor. The parties hereto agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto
	2. This Agreement will be construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
	3. This Agreement will enure to the benefit of and be binding upon the parties hereto, together with their personal representatives, successors, heirs, executors, administrators and permitted assigns.
	4. This Agreement is a personal service agreement and may not be assigned by either party hereto without the prior written consent of the other party hereto.
	5. No delay or omission by either party to exercise any right, remedy or power occurring on any non-compliance or default by the other party with respect to any of the terms or conditions of this Agreement will impair any such right, remedy or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived only in writing and only by the party entitled to the benefit of the terms or conditions being waived. A waiver by either party of a breach of any of the covenants, conditions or agreements to be performed by the other will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained, whether or not similar.
	6. All rights and remedies provided for in this Agreement will be cumulative and in addition to and not in lieu or limitation of any other rights or remedies available to either party at law, in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of the remainder or of any other right or remedy to which that party may be entitled.
	7. The covenants contained in Articles 10 will survive the termination or expiration, for any reason whatsoever, of the Agreement will continue until released in writing by the respective party.
	8. The headings in this Agreement are inserted for convenience and ease of reference only, and will not affect the construction or interpretation of this Agreement. Words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neutral genders, the term "including" means "including, without limitation," and the terms "include" and "includes" have similar meanings, all as the context may require. Words such as "hereunder", "hereto" and "herein" will, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular section or part thereof. All references to legislation are to such legislation as amended or substituted from time to time. The word "dollar" and the symbol "$" indicate Canadian currency
	9. Time will be of the essence hereof.
	10. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by PDF and each such original, facsimile copy, or PDF copy, when so executed and delivered will be deemed to be an original and all of which taken together will constitute one and the same instrument.
	11. The parties acknowledges that they has been advised to obtain independent legal advice with respect to the execution of this Agreement and that they have obtained such advice or has waived the need for such independent advice.

IN WITNESS WHEREOF the parties hereto acknowledge and agree that they have read and understand the terms of this Agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

**[NAME OF COMPANY]**per its authorized signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:

|  |  |  |
| --- | --- | --- |
| WITNESS: Name Address Occupation | ))))))))))) |   **[NAME OF CONTRACTOR]** |

**SCHEDULE “A”**

**SERVICES**

**SCHEDULE “B”**

**PREMISES**

**SCHEDULE “C”**

**EQUIPMENT AND ADMINISTRATIVE SERVICES**

**SCHEDULE “D”**

**DAYS AND HOURS OF SERVICE**

**SCHEDULE “E”**

**FEES**