

## LONGITUDINAL FAMILY MEDICINE FUNDING AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA**, as represented by the Minister of Health and Wellness, (hereinafter the “Minister”)

OF THE FIRST PART

- and -

**DR.**

OF THE SECOND PART

- and -

**DOCTORS NOVA SCOTIA**, a body corporate continued by the *Doctors Nova Scotia Act*, SNS 1995-96, c 12

OF THE THIRD PART

- and -

**NOVA SCOTIA HEALTH AUTHORITY**, a body corporate established by the *Health Authorities Act*, SNS 2014, c 32

OF THE FOURTH PART

WHEREAS:

- (a) the Minister wishes to ensure that medical services are available and accessible to residents in all areas of Nova Scotia;
- (b) the Minister and the Physician wish to enter into an arrangement to provide stable and predictable compensation in return for the Physician providing longitudinal family medicine for attached patients, including reasonable access to comprehensive services;
- (c) the Minister and DNS have agreed on the compensation model payable hereunder, in which the Physician will be compensated for providing longitudinal family medicine through three payments:

- i. Clinical Working Time: Payment for hours providing clinical services, at rates described herein, smoothed across each year and reconciled annually, plus an additional 10 per cent payable in respect of Clinical Support Services;
- ii. Panel Attachment: Payment per year per patient attached to the Physician's panel, adjusted quarterly; and,
- iii. Percent Billing: Payment of 30% of the fee-for-service value of all eligible clinical services billed by the Physician;

(d) the intent of this Agreement is to benefit all parties while enhancing patient attachment and access to care, and, accordingly, each party commits to make all reasonable efforts in good faith to achieve those ends;

The parties hereto agree as follows:

## **1. DEFINITIONS**

1.1. In this Agreement,

- 1.1.1. "Adjusted Quarter" means a period of time described as an adjusted quarter in Schedule "B";
- 1.1.2. "Agreement" means this Agreement, including Schedules "A", "B" and "C";
- 1.1.3. "Clinical Service Billing" means claims by the Physician to MSI for compensation in respect of Insured Services delivered as part of the Contracted Activities, in accordance with the fee codes, preamble and billing rules as outlined in the MSI Physician's Manual, MSI Bulletins, and any other MSI billing documents as applicable and including direct and indirect clinical services in respect of a specific patient and excluding services that are not in respect of a specific patient;
- 1.1.4. "Clinical Support Services" means services which are not patient specific but provide benefit to the patient population and the health system;
- 1.1.5. "Clinical Working Hour" means an hour spent delivering direct or indirect clinical services to or in respect of a specific patient, not including clinical services compensated through a compensation model other than this Agreement, and for greater certainty does not include time delivering Clinical Support Services or administrative functions;
- 1.1.6. "Clinical Working Time" means the number of Clinical Working Hours that the Physician has contracted to work per year, as set out in Schedule "A";

- 1.1.7. “Contracted Activities” means the clinical activities, including Clinical Support Services and administrative functions negotiated by the Physician and the Nova Scotia Health Authority, and set out in Schedule “A”;
- 1.1.8. “Day” means a calendar day, except as otherwise expressly provided;
- 1.1.9. “Daytime Hours” means the hours between 0800 and 1700, Monday through Friday, not including a holiday as set out in the relevant annual MSI bulletin denoting recognized holidays;
- 1.1.10. “Evening and Weekend Hours” means the eligible time periods for the GP Enhanced Hours Premium, as set out in the Physician’s Manual section 5.1.188;
- 1.1.11. “Insured Services” means an insured medical service or procedure that is identified for payment by a specific service code in the MSI Physician’s Manual or MSI Bulletins;
- 1.1.12. “Minister’s Funding” means the payments set out under article 4 as adjusted according to the terms of this Agreement;
- 1.1.13. “MSI” means Medical Services Insurance under the Nova Scotia Health Services and Insurance Act or any successor legislation, as administered by Medavie Blue Cross or any successor organization on behalf of the Government of Nova Scotia, for the reimbursement of physicians for insured medical services, pursuant to the Act;
- 1.1.14. “MSI Pay Period” means a regular MSI contract pay period, typically but not always bi-weekly, as published by MSI in a physician bulletin from time to time;
- 1.1.15. “MSI Payment Date” means a regular MSI payment date, typically but not always bi-weekly, as published by MSI in a physician bulletin from time to time;
- 1.1.16. “Panel” means the number of individual patients:
- 1.1.16.1. attached to the Physician by the ME=CARE methodology described in article 1(k) of the Physician Agreement, unless the patient is a patient in respect of whom another physician is the most recent physician to have billed the New Patient Intake Visit code; and,
- 1.1.16.2. in respect of whom the Physician is the most recent physician to have billed the New Patient Intake Visit code;
- 1.1.17. “Physician Agreement” means the agreement for physician compensation between the Minister and Doctors Nova Scotia dated 24 July 2023, and any successor agreement;
- 1.1.18. “Uncontracted Time” means time not providing Contracted Activities hereunder;

1.1.19. "Year" means, except where the context otherwise requires, April 1st of one calendar year to March 31st of the next calendar year.

## **2. OBLIGATIONS OF THE PHYSICIAN**

- 2.1. The Physician shall perform the Contracted Activities.
- 2.2. The Physician shall bill MSI for clinical services rendered throughout the term of this Agreement. The Physician acknowledges that the Physician is responsible for all Clinical Service Billing made by the Physician or on the Physician's behalf.
- 2.3. The Physician shall provide a majority of direct clinical services to patients face to face, not virtually.
- 2.4. The Physician shall perform a minimum average of 2.8 service encounters per Clinical Working Hour that the Physician has claimed in an Adjusted Quarter.
- 2.5. If the Physician does not meet the minimum average required by article 2.4, DHW will send a written notice to the Physician, via the Physician's quarterly report, that the Physician's performance is below the expected performance level for the Longitudinal Family Medicine Model, and the Physician and representatives of the Minister, the Nova Scotia Health Authority and Doctors Nova Scotia shall meet as soon as practicable and in any event within four weeks delivery of the notice.
- 2.6. The meeting described in article 2.5 need not include a representative of the Nova Scotia Health Authority, or Doctors Nova Scotia, or both, if the Minister and the Physician agree, and the meeting may be held in such format as the attending parties may agree.
- 2.7. Following the meeting described in article 2.5, the Minister may agree to adjust the minimum average required by article 2.4, subject to such conditions and additional requirements as the Minister may determine.
- 2.8. If the Physician does not meet the minimum average required by article 2.4, or, if the Minister has agreed to an adjusted minimum average under article 2.7, the adjusted minimum average, at any time within twelve months after receiving the written notice described in article 2.5 this Agreement will terminate immediately following the end of the next full MSI Pay Period. The physician will be notified by the Minister of the effective date of the termination and the physician will be eligible to claim for insured services on a fee for service basis, in accordance with the MSI Physician's Manual and bulletins.
- 2.9. The Physician shall maintain all relevant credentials and privileges required by the Nova Scotia Health Authority or IWK Health Centre, or both, as required to deliver the Contracted Activities, and to abide by the by-laws the Nova Scotia Health Authority and IWK Health Centre and by such regulations, rules, procedures and policies as may from time to time be adopted by the Nova Scotia Health Authority and IWK Health Centre in accordance with their by-laws.

2.10. The Physician shall, at the cost of the Physician, maintain Canadian Medical Protective Association (CMPA) or equivalent malpractice coverage. The Physician shall advise the Nova Scotia Health Authority and the Minister of the type and level of professional liability insurance carried and shall immediately notify the Nova Scotia Health Authority and the Minister of any change to the type and level of such insurance.

### **3. UNCONTRACTED TIME OR ABSENCE**

3.1. The Physician shall provide the Contracted Activities for a minimum of 46 weeks per year unless otherwise provided in Schedule "A", where approved in fulfilment of the needs of the health system, such as hospitalist services.

3.2. The Physician shall not take Uncontracted Time or otherwise be absent from practice as required under this Agreement for greater than six weeks in total during a year without the prior written approval of the Minister and the Nova Scotia Health Authority or IWK Health Centre, as applicable. For greater certainty the six weeks includes a holiday as set out in the relevant annual MSI bulletin denoting recognized holidays unless the Physician chooses to work on such holiday. The Physician must request any such Uncontracted Time or absence no fewer than thirty (30) days prior to the start of such Uncontracted Time or absence. A request for approval of Uncontracted Time or absence that will cause the Physician to be absent for greater than six weeks in total during a year shall be accompanied by such supporting information as the Minister and the health authority may require, and will only be approved for parental leave or where the circumstances giving rise to the request could not be reasonably foreseen by the Physician.

3.3. The portion of any Uncontracted Time or absence greater than 6 weeks approved pursuant to article 3.2 will be an unpaid break in service and the Minister's Funding will be suspended during such Uncontracted Time or absence.

3.4. During any Uncontracted Time or absence greater than 6 weeks approved pursuant to article 3.2 the Minister may approve another physician to assume the Physician's practice, and in that case the other physician and the Parties to this Agreement may enter into an agreement to temporarily assign this Agreement to the other physician.

3.5. The Physician shall make every reasonable effort to ensure necessary medical coverage during any absence of the Physician greater than two weeks, in accordance with applicable requirements, standards and guidelines of the College of Physicians and Surgeons of Nova Scotia.

### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE MINISTER RE COMPENSATION**

4.1. Provided the Physician is in full compliance with the Physician's obligations hereunder, and subject to the terms and conditions of this Agreement, the Minister will pay to or for the benefit of the Physician the compensation as set out in this Article 4.

**4.2. Clinical Working Time:** The Minister shall pay for Clinical Working Hours as provided in this article 4.2.

4.2.1. In this article 4.2, “applicable rate” means:

4.2.1.1. for Daytime Hours, \$92.70 per hour; or,

4.2.1.2. for Evening and Weekend Hours, \$139.05 per hour.

4.2.2. Upon each MSI Payment Date, the Minister shall pay the Physician an amount equivalent to the Clinical Working Time, multiplied by the applicable rate, multiplied by 1.1 (in recognition of Clinical Support Services), divided by twenty-six.

4.2.3. The Physician shall claim Clinical Working Hours using the billing codes established by the Minister for such purpose, and the Physician may claim a part of a Clinical Working Hour in increments of no less than fifteen minutes.

4.2.4. Notwithstanding article 4.2.3, the Physician may not claim Clinical Working Hours at the applicable rate for Evening and Weekend Hours, regardless of time of day, unless the time includes direct clinical services to patients.

4.2.5. Every six months, the Minister will assess the Clinical Working Hours claimed by the Physician in the prior six months, and if the assessment demonstrates that the Physician has claimed less than ninety percent of half the contracted Clinical Working Time, the Minister will ask DNS to request that the Physician explain the discrepancy, and DNS will provided the Physician’s explanation to the Minister as soon as practicable and in any event within four weeks after the Minister’s request to DNS.

4.2.6. Every twelve months, the Minister will assess the Clinical Working Hours claimed by the Physician in the prior twelve months.

4.2.7. If the assessment described in article 4.2.6 demonstrates that the Physician has claimed more Clinical Working Hours than the contracted Clinical Working Time in the prior twelve months, the Minister shall, after the assessment, pay for the additional hours according to the applicable rate.

4.2.8. If the assessment described in article 4.2.6 demonstrates that the Physician has billed fewer Clinical Working Hours than the contracted Clinical Working Time in the prior twelve months, the Physician shall repay to the Minister an amount equivalent to the difference between:

4.2.8.1. the amount paid or payable pursuant to article 4.2.2 in respect of that twelve-month period; and

4.2.8.2. the Clinical Working Hours claimed by the Physician in that twelve month period, multiplied by the applicable rate.

- 4.2.9. The amount repayable under article 4.2.8 is a debt due to the Minister.
- 4.3. **Panel Attachment:** The Minister shall pay for patient attachment to the Physician's practice as provided in this article 4.3.
- 4.3.1. The Minister shall pay \$103, multiplied by the Physician's Panel, calculated in accordance with article 4.3.3, per year.
- 4.3.2. The amount set out in article 4.3.1] shall be payable in equal instalments upon each MSI Payment Date.
- 4.3.3. The Physician's Panel shall be reassessed following the end of each Adjusted Quarter, and the payment amount adjusted as a result of the reassessment shall be payable on and after the MSI Payment Date which next occurs after two weeks have elapsed following the most recent reassessment.
- 4.3.4. Notwithstanding articles 4.3.1 and 4.3.3, if the Physician has been granted approval for Uncontracted Time or absence greater than six weeks under article 3.2, then, upon the Physician's return to full service in accordance with Schedule "A" following such leave, the payments due pursuant to article 4.3.2 will resume at the amount payable immediately prior to the approved leave and remain payable at that amount for a time equivalent to the duration of the leave (the "return period").
- 4.3.5. Notwithstanding article 4.3.4, if during the return period the Physician's Panel would result in the payment of an amount greater than the amount payable under article 4.3.4, article 4.3.4 shall not apply to any further payment under this article 4.3.
- 4.4. **Clinical Services Billing:** The Minister shall pay for Clinical Services Billing in an amount equivalent to 30% of the applicable fee for service value, according to the Physician's Manual and the Physician Agreement, of each service claimed.
- 4.5. The Physician acknowledges and agrees that the Physician is not entitled to any compensation in respect of any Contracted Activities, except for that provided by article 4, and in particular the Physician is entitled to no fee for service compensation, except for that provided by article 4.4, for any clinical services of any kind provided when claiming LFM clinical hours.
- 4.6. The amounts payable herein in respect of clinical working time pursuant to article 4.2 and panel attachment pursuant to article 4.3 shall be subject to rate increases as set out in article 4(b)(i) of the Physician Agreement.
- 4.7. The amounts payable herein in respect of clinical working time pursuant to article 4.2, panel attachment pursuant to article 4.3, and clinical services billing pursuant to article 4.4 will be increased by the percentage value set out in Schedule "C" which applies to the community cluster for the Physician's practice set out in Schedule "A".

4.8. The Physician shall be eligible for Physician Agreement benefits (e.g., CMPA, health and dental benefits, EMR A, CME) in accordance with the Physician Agreement, in addition to the Minister's Funding, but not including EMR B and C, and Collaborative Practice Incentive Program.

4.9. All parties agree that the Nova Scotia Health Authority and Doctors Nova Scotia are not liable for any or all of the Minister's Funding and that such liability rests solely with the Minister.

## **5. REPORTING AND ADJUSTMENT**

5.1. Following the end of each Billing Period, the Minister shall provide to the Physician a report, including the following information:

5.1.1. Total Number Daytime Hours worked;

5.1.2. Total Number Evening and Weekend Hours worked;

5.1.3. Service encounters per hour that the Physician has billed towards Clinical Working Time, averaged over the prior Adjusted Quarter;

5.1.4. Percentage of virtual vs in-person service encounters;

5.1.5. Clinical Service Billing for the year to-date;

5.1.6. Physician's current Panel;

5.1.7. The number of unattached patients within the Physician's community cluster outlined in Schedule "A".

5.2. Upon request by the Minister from time to time, the Physician shall provide updated deliverables, including office hours schedule and patient access information.

## **6. INSPECTION BY MINISTER**

6.1. During the term of this Agreement, and for three (3) years thereafter, the Physician and the Nova Scotia Health Authority shall preserve, and shall, on reasonable notice, permit the Minister or a representative of 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:

6.1.1. verify the information set out in the reports delivered in compliance with this Agreement;

6.1.2. verify the amounts provided by the Minister; and,

6.1.3. assist in evaluating the effectiveness of this Agreement.



## **7. DISPUTE RESOLUTION**

- 7.1. The Parties agree to work with the Physician to collaboratively address any issues or concerns that the Physician may raise in relation to this Agreement.
- 7.2. Any party to this Agreement concerned about any matter arising out of this Agreement may, upon giving at least ten (10) business Days written notice to the other parties, call a meeting, which each Party is obligated to attend through one or more representatives appointed by such party, for the purpose of resolving such concerns.
- 7.3. If the parties are unsuccessful in resolving the concern, the concern may be brought to the Physician Agreement Management Group established under article 6 of the Physician Agreement for resolution in accordance with the terms of this Agreement.
- 7.4. Despite article 7.3, a decision by any party to terminate this Agreement may not be brought to the Physician Agreement Management Group for resolution.

## **8. ROLE OF THE NOVA SCOTIA HEALTH AUTHORITY**

- 8.1. The Nova Scotia Health Authority 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/Nova Scotia Health Authority, as required.
- 8.2. The Nova Scotia Health Authority will not be responsible for paying the Physician any remuneration whatsoever for medical services provided by the Physician hereunder and nothing in this Agreement shall in any way be interpreted as an obligation on the part of the Nova Scotia Health Authority to pay the Physician for medical services.

## **9. ROLE OF DOCTORS NOVA SCOTIA**

- 9.1. Doctors Nova Scotia may enter into agreements with the Minister that bind its members and for that purpose is constituted the sole bargaining agent for any and all duly qualified medical practitioners;
- 9.2. Doctors Nova Scotia shall contact the Physician to make the request as required by article 4.2.5.

## **10. TERM, EXTENSION AND TERMINATION**

- 10.1. This Agreement will commence on \_\_\_\_\_ and will continue in effect until September 30<sup>th</sup>, 2027.
- 10.2. The term of this Agreement may be extended by mutual agreement of all parties to this Agreement.
- 10.3. Upon expiry of this Agreement pursuant to article 10.1, if the Parties have neither terminated the Agreement pursuant to article 10.4, nor extended the term of this

Agreement in accordance with article 10.2, the provisions of this Agreement shall remain in effect with the Minister's Funding at the rates in effect at that time until such time as the Parties agree upon a new longitudinal family medicine agreement, or the continuing effect of the provisions of this Agreement is terminated by any Party in accordance with the terms of this Agreement.

- 10.4. Any party to this Agreement may terminate this Agreement, without cause, by giving the other parties to this Agreement at least three (3) months prior written notice of termination.
- 10.5. If the Physician fails to comply with the terms and conditions of this Agreement, the Minister may terminate this Agreement with immediate effect by giving written notice to the other Parties. The Minister shall consult with the Nova Scotia Health Authority and Doctors Nova Scotia prior to giving such notice.
- 10.6. In the event this Agreement is terminated, effective on the date of termination, the Physician shall be eligible to enroll in the MSI fee-for-service system of payment, subject to the terms, conditions and requirements of that system, including the MSI Physician's Manual and MSI Bulletins.
- 10.7. Any warranty, representation, guarantee, indemnity, obligation of confidentiality, obligation to maintain records, obligation to report, obligation to repay money, and any other term which by its nature is intended to survive the expiry or termination of this Agreement shall survive any expiry or termination of this Agreement.

## **11. INDEPENDENT CONTRACTOR**

- 11.1. 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 Nova Scotia Health Authority or the Minister. Without limiting the generality of the foregoing it is understood by all parties to this Agreement that the Physician is responsible for:
  - 11.1.1. Securing staff and infrastructure supports for the physician's clinical staff by directly hiring, engaging, supervising and dismissing at the expense of the Physician support staff in support of the Physician's clinical practice, or through third part agency;
  - 11.1.2. the exercise of independent professional judgment in offering medical advice and treatment;
  - 11.1.3. arranging the clinical service hours of the Physician's practice, in accordance with the requirements of this Agreement.
- 11.2. Except as expressly provided in the Physician Agreement, the Physician is responsible for all costs and expenses associated with the delivery of services pursuant to this Agreement including, but not limited to:

- 11.2.1. office lease/rental costs including utilities, telephone and receptionist, secretarial and other office staff;
  - 11.2.2. medical supplies and equipment purchase;
  - 11.2.3. office supplies and equipment including computer hardware and software;
  - 11.2.4. professional liability insurance (e.g. CMPA);
  - 11.2.5. membership dues, professional fees and related costs; and;
  - 11.2.6. sick leave benefits, short or long-term disability benefits, insurance, dental coverage if the Physician chooses to provide these benefits to the Physician's employees;
- 11.3. 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 Nova Scotia Health Authority for any liability which may occur due to the Physician's failure to make such remittances.
- 11.4. The Physician 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 Nova Scotia.
- 11.5. The Physician may enter into contractual arrangements with other parties or otherwise derive revenue from the delivery of professional services, including:
- 11.5.1. medico-legal claims;
  - 11.5.2. uninsured billings;
  - 11.5.3. Workers' Compensation Board;
  - 11.5.4. province of Quebec billings;
  - 11.5.5. out-of-Country billings;
  - 11.5.6. honoraria;
  - 11.5.7. publicly-funded medical or educational/precepting services other than those described in this Agreement;

provided that such 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.

## **12. ASSIGNMENT, ENUREMENT AND BINDING EFFECT**

- 12.1. The Physician may assign the payments due to the Physician under this Agreement to an association, partnership, professional corporation 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.
- 12.2. In the event of an assignment referred to in article 12.1, the obligations and duties of the Physician as outlined in this Agreement will continue to be binding on the Physician.
- 12.3. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assignees.
- 12.4. The Physician, for and on behalf of the Physician and any association, partnership, professional corporation or entity through or in association with which the Physician may practice medicine, agrees that any amount payable by the Physician hereunder shall be owed jointly and severally by the Physician and any association, partnership, professional incorporation or entity through or in association with which the Physician may practice medicine, and represents and warrants to the Minister that the Physician has authority on behalf of any such association, partnership, professional corporation or entity for purposes of this undertaking.

## **13. SET OFF**

- 13.1. The Minister may deduct or otherwise set off any amount owing by the Physician, or any association, partnership, professional corporation or entity through or in association with which the Physician may practice medicine, to the Minister from any amount that is payable by the Minister to the Physician or any association, partnership, professional incorporation or entity through or in association with which the Physician may practice medicine.

## **14. NOTICE**

- 14.1. 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 email, registered mail or courier to a party hereto at the address set forth herein or to such other addresses designated by a party by notice pursuant hereto:

**To the Minister:**

Senior Executive Director, Physician Services  
Department of Health and Wellness  
P.O. Box 488  
Halifax, NS B3J 2R8  
[alternate.funding@novascotia.ca](mailto:alternate.funding@novascotia.ca)

**To the Physician:**

Dr.

**To the Nova Scotia Health Authority:**

Executive Vice President, Medical and Clinical Operations

Nova Scotia Health Authority

90 Lovett Lake Court, Suite 201

Halifax, NS B3J 2A8

[Physiciancontracts@nshealth.ca](mailto:Physiciancontracts@nshealth.ca)

**To Doctors Nova Scotia:**

President

25 Spectacle Lake Drive

Dartmouth, Nova Scotia

B3B-1X7

**15. ENTIRE AGREEMENT**

15.1. This Agreement and the schedules attached hereto or referred to herein constitute the entire Agreement between the parties, and no representation or statement not expressly contained herein will be binding upon any party.

15.2. Except as expressly provided herein, this Agreement may only be amended by agreement of all parties in writing.

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

**16. GOVERNING LAW & FORUM**

16.1. This Agreement will be construed and interpreted in accordance with the laws of the Province of Nova Scotia, and the courts of Nova Scotia shall have exclusive jurisdiction over any dispute or matter arising from or concerning this Agreement.

**17. PARTIAL INVALIDITY**

17.1. 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.

**18. INTERPRETATION**

18.1. This Agreement shall be read with all changes in number and gender as the context requires.

18.2. Article headings are not part of this Agreement, are included solely for convenience and are not intended to be full and accurate descriptions of the contents under those headings.

## **19. NO WAIVER**

19.1. No term or provision hereof shall be deemed waived, and no breach excused, unless the waiver or consent to the breach is in writing and signed by the party waiving or consenting. Any consent or waiver of a breach by a party shall not constitute a waiver of this Agreement with respect to any different or subsequent breach unless expressly stated.

## **20. LIABILITY**

20.1. The Minister, the Nova Scotia Health Authority 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, the Nova Scotia Health Authority or Doctors Nova Scotia, as the case may be, while acting within the scope of employment.

20.2. The Physician shall indemnify and save harmless the Minister, the Nova Scotia Health Authority 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 performance of this Agreement by the Physician.

## **21. INDEPENDENT LEGAL ADVICE**

21.1. The Physician acknowledges that the Physician has read and understands this Agreement and that the Physician has had the opportunity to obtain independent legal advice with respect to it.

## **22. COUNTERPARTS**

22.1. This Agreement and its Schedules may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused the Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

**HIS MAJESTY THE KING** in right of the  
Province of Nova Scotia

\_\_\_\_\_  
*(signature of witness)*  
Name: \_\_\_\_\_

\_\_\_\_\_  
*(signature)*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

_____ <i>(signature of witness)</i> Name: _____	Dr. _____ _____ <i>(signature)</i> Date: _____
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Physician  
signs here  
only

**NOVA SCOTIA HEALTH AUTHORITY**

\_\_\_\_\_  
*(signature of witness)*  
Name: \_\_\_\_\_

\_\_\_\_\_  
*(signature)*  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

**DOCTORS NOVA SCOTIA**

\_\_\_\_\_  
*(signature of witness)*  
Name: \_\_\_\_\_

\_\_\_\_\_  
*(signature)*  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

**SCHEDULE "A"**  
**Contracted Activities**



## SCHEDULE "B"

Quarter 3	29 September 2023 – 4 January 2024
Quarter 4	5 January 2024 – 31 March 2024
<b>2024 – 2025</b>	
Quarter 1	1 April 2024 – 4 July 2024
Quarter 2	5 July 2024 – 26 September 2024
Quarter 3	27 September 2024 – 2 January 2025
Quarter 4	3 January 2025 – 31 March 2025
<b>2025 – 2026</b>	
Quarter 1	1 April 2025 – 3 July 2025
Quarter 2	4 July 2025 – 25 September 2025
Quarter 3	26 September 2025 – 1 January 2026
Quarter 4	2 January 2026 – 31 March 2026
<b>2026 – 2027</b>	
Quarter 1	1 April 2026 – 2 July 2026
Quarter 2	3 July 2026 – 24 September 2026
Quarter 3	25 September 2026 – 31 December 2027
Quarter 4	1 January 2027 – 31 March 2027
<b>2027 – 2028</b>	
Quarter 1	1 April 2027 – 1 July 2027
Quarter 2	2 July 2027 – 23 September 2027
Quarter 3	24 September 2027 – 30 December 2027
Quarter 4	31 December 2027 – 31 March 2028

Note: dates of future Quarters subject to this Agreement to be determined according to the same method as the above, based on MSI Pay Periods.

**Schedule “C”  
Community Cluster adjustments**

Community Cluster	Modifying Percentage
South Cumberland	16.1%
Sherbrooke	14.5%
Guysborough/Canso	13.6%
Dominion / Glace Bay	13.6%
Dingwall	12.7%
Florence / Sydney Mines / North Sydney	12.5%
New Waterford	11.9%
Cheticamp	11.0%
Digby / Clare / Weymouth	10.3%
Annapolis Royal	10.1%
Shelburne / Lockeport	9.4%
Baddeck / Whycomomagh	9.1%
Liverpool	8.9%
Cumberland North / North Shore	7.3%
Sydney and Area	6.7%
Amherst	6.6%
Springhill	6.4%
Port Hawkesbury / L'Ardoise / Isle Madame	6.0%
Lunenburg / Mahone Bay	5.9%
Chester and Area	5.9%
Dartmouth North	5.1%
Bridgewater	4.7%
Inverness	4.7%
New Glasgow / Westville/Stellarton	4.5%
Economy/Glenholme	4.4%
Yarmouth	4.4%
Pictou West	4.2%
Berwick	3.3%
Middleton	2.1%
Truro and Area	1.6%
Kentville	0.9%
Hants North	0.8%
West Hants	0.2%
Wolfville	0.2%
Eastern Shore/Musquodoboit	0.1%
Dartmouth South	0.0%
South Colchester	0.0%
Armdale / Spryfield / Herring Cove	0.0%

Halifax Needham	0.0%
Fairview	0.0%
Antigonish	0.0%
Clayton Park	0.0%
Sackville South	0.0%
Dartmouth East	0.0%
Preston/Lawrencetown/Lake Echo	0.0%
Sambro Rural Loop	0.0%
Halifax Citadel	0.0%
Halifax Chebucto	0.0%
Cole Harbour / Eastern Passage	0.0%
East Hants Corridor	0.0%
Sackville North and Area	0.0%
Tantallon/Timberlea/SMB	0.0%
Bedford / Hammonds Plains	0.0%
Fall River and Area	0.0%
Community Cluster	0.0%