

**Independent Contractor Agreement**

This Independent Contractor Agreement ("**Agreement**") is made and entered into on this 1st of April 2021, by and between:

Division Name

Division Address

(hereinafter “**CIRD, the Company**”)

- and -
**PCN Manager Name**

PCN Manager Address

(hereinafter the “**Contractor**”)

**(each a “Party” and collectively the “Parties”)**

**WHEREAS** CIRD operates a non-profit Cooperative representing over 40 family physicians in the Cariboo Region of British Columbia and the towns of 100 Mile House, Williams Lake, and Tatla Lake, BC. Our office is located in 150 Mile House, Province of British Columbia;

**AND WHEREAS the Contractor wishes to associate with CIRD as an independent contractor;**

**AND WHEREAS the Parties wish to have their business relationship governed by written agreement, in accordance with the terms and conditions set out herein (the “Agreement”);**

**NOW THEREFORE, in consideration of the mutual covenants contained herein, the validity and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:**

**Effective Date**

The term of this Agreement shall begin on Apil 1, 2021 (the “**Effective Date**”) and continue until March 31, 2022 unless terminated in accordance with the provisions of this Agreement.

**Provision of Services**

The Contractor shall make their services as a Project Lead (the “**Services**”) available to CIRD. A thorough description of the Services is appended hereto as **Appendix** **“A”**.

**Relationship**

CIRD and the Contractor are arm’s length, independent corporate entities. The Contractor is free to provide services to third parties if the Contractor’s obligations pursuant to this Agreement are fulfilled in a timely, efficient manner. For clarity, the Contractor will provide the Services to CIRD as an independent contractor and not as an employee.

Accordingly:

* The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
* The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor’s contractual obligations to the Company.
* The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

**Conduct**

The conduct and control of the Services to be performed by the Contractor under this agreement rest exclusively with the Contractor.

At no time will the Contractor try to mislead customers or conduct itself in any way that could be potentially damaging to CIRD or its reputation. Notwithstanding the foregoing, the Contractor shall make their best effort to comply with all CIRD policies, marketing philosophies, standards, guidelines, and procedures in effect, and will comply with the highest ethical and business practices and procedures in the performance of all activities and Services pursuant to this Agreement.

Any acts to the contrary will result in immediate termination of this Agreement by CIRD, with no compensation.

**Invoicing**

The Contractor must submit an invoice to CIRD within 30 days of completing any Services. It is agreed that the Contractor must provide CIRD with detailed invoices, docketing any time spent completing the services on a quarter-hourly basis, along with a precise description of the nature of the services rendered.

CIRD agrees to pay any invoice remitted by the Contractor for performance of the Services within 30 days of receiving same.

**Compensation for Services Rendered**

The Contractor agrees to invoice CIRD at the rate of $$$$ per hour of Services rendered. The contractor is expected to work between ##-## hours per week, depending on work load and deliverables. Total annual maximum hours are not to exceed 1,820 (without prior approval by the Executive Director and an amendment to this contract).

The Contractor agrees that as an independent contractor, they are unqualified to participate in or to receive any employee benefits that CIRD may extend to its employees, including but not limited to: health benefits, insurance, or vacation pay.

The contractor will be paid $0.54 per kilometer driven for CIRD business purposes. Expenses incurred by the Contractor on behalf of the CIRD need to approved in advance of purchase by the Executive Director and then submitted to the CIRD for reimbursement on a monthly basis.

**Deductions, Withholdings, Assessments,** **and Remittances**

All compensation related to provision of the Services will be paid to the Contractor by CIRD on a gross basis, plus applicable goods and service tax. For clarity, any statutory deductions, withholdings, or taxes that may be related to compensation provided for the Services and will be the sole responsibility of the Contractor. The Contractor will, on request, provide evidence to CIRD of the same.

The Contractor agrees that as an independent contractor, they are solely responsible for billing, collecting, and remitting billings in a timely manner to the Canada Revenue Agency (“**CRA**”). The Contractor further agrees that CIRD will have no liability or responsibility for the withholding, collection, or payment of any taxes, Employment Insurance premiums, or Canada Pension Plan contributions on any amounts paid for the Services.

If the CRA, the Canada Pension Plan, or any other entity, by assessment or re-assessment, causes CIRD to suffer a tax re-assessment, charge, liability, or penalty for deductions related to the Services and billings of the Contractor, the Contractor agrees that they will indemnify and save harmless CIRD against such claims.

**Consent to Release Business Records**

The Contractor gives consent to CIRD to release business records to any competent government or authority legally requiring disclosure of the same.

**Business Expenses, Equipment,** **and Workspace**

The Contractor agrees to provide and use all necessary equipment, tools, transportation, or similar to effectively provide the Services. CIRD will not be held responsible for any damage or loss incurred to the Contractor’s equipment or similar while providing the Services.

The Contractor understands and agrees that they will bear sole responsibility and liability for any costs or expenses incurred while performing the Services.

The Contractor will provide and maintain digital copies of all documents in accordance with CIRD shared server filing system. Additionally, the contractor will regularly back up work. Paper files are not required, however, if the contractor decides to maintain paper files, those files will remain the property of the CIRD.

**Confidentiality, Non-disclosure,** **and Intellectual Property**

The Parties acknowledge that they have read and agree to be bound by the conditions of the **Confidentiality, Non-disclosure,** **and Proprietary Information Agreement** attached hereto as **Schedule “A”** and which forms an integral part of this Agreement.

If the Contractor retains any employees or subcontractors who will perform services hereunder, the Contractor shall ensure that such employees or contractors execute an agreement no less protective of CIRD intellectual property and confidential information than the attached Schedule “A”.

The Contractor hereby represents and warrants to CIRD that they are not party to any written or oral agreement with any third party that would restrict their ability to enter into this Agreement or the attached Schedule “A” or to perform the Contractor’s obligations hereunder and that the Contractor will not, by providing the Services to CIRD, breach any non-disclosure, proprietary rights, non-competition, non-solicitation, or other covenant in favour of any third party.

**Confidentiality of** **This** **Agreement**

The Contractor will keep the terms of this Agreement strictly confidential and agrees that the terms can only be disclosed to the Contractor’s professional advisors and their immediate family if such persons agree in advance to keep these terms confidential.

**Applicable Legislation**

CIRD is committed to safe work practices that comply with all applicable statutory requirements. As such, the Contractor must be familiar with and comply with all applicable legislation, including, but not limited to:

* Worksafe BC
* Privacy under BC’s Personal Information Protection Act
* Federal and Provincial Human Rights Acts
* Any other required legislation and regulatory requirements

**Worksafe BC and Insurance**

The CIRD offers coverage for Worksafe BC.

The Contractor is responsible for obtaining necessary insurance for the Term, at its own cost and expense, and have the necessary insurance that a prudent person in the business of the Contractor would maintain potentially including:

* Automobile insurance
* House Insurance/home office

**Ownership of Business Records**

Upon termination of this Agreement for any reason, the records of CIRD will remain the property of CIRD and those of the Contractor will remain the property of the Contractor.

If CIRD and the Contractor share any information related to clients of CIRD clients, the Contractor must copy and hand over all contents of the Contractor’s files to CIRD at the Contractor’s cost.

**Termination**

This Agreement is effective on the Effective Date and may be terminated as set out below:

Either Party may terminate this Agreement by providing two weeks’ notice in the initial 30-day period following the Effective Date.

Following that initial period, this Agreement can be terminated by either Party by providing the other Party with **30 days’** written notice of termination.

Either Party may also deem this Agreement to be at an end without prior notice or any further obligations if the other Party breaches this Agreement.

**Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, such provision will be severed from this Agreement only in respect of such persons, circumstances, and jurisdictions where it was determined to be invalid or unenforceable, and the rest of the Agreement as it applies to other persons, circumstances, or jurisdictions will remain in full force and effect.

**Indemnity**

The Contractor will indemnify and hold harmless CIRD, its parents, subsidiaries, predecessors, successors, affiliates, and related companies from any and all claims, liabilities, damages, taxes, fines, penalties, or interest sought or recovered by any entity, arising in any way out of this Agreement or the Services performed by the Contractor, including, without limitation, the Contractor’s failure to pay, deduct, or remit any amounts owing in respect of income taxes, Employment Insurance contributions, Canada Pension Plan contributions and any other taxes, amounts, or other expenses, along with all claims or causes of action arising from any claim to which CIRD is joined as party or against whom a claim is made as a result of or in connection with the Contractor’s provision of the Services.

**Obligations Surviving Termination of** **This** **Agreement**

All obligations to preserve CIRD confidential information, intellectual property, and other warranties and representations set forth herein will survive the termination of this Agreement.

**Entire Agreement**

This Agreement and the attached Schedule “A” constitute the entire Agreement between CIRD and the Contractor on these matters, and it supersedes all other representations, contracts, or agreements, written or oral, between the Parties hereto.

Any changes to this Agreement must be in writing and signed by both Parties.

**Binding Effects and** **Assignment**

This Agreement shall inure to the benefit of and shall be binding on each Party’s successors and assigns. For clarity, this Agreement is binding upon the Contractor, their heirs, representatives, successors, and assigns. This Agreement shall remain in effect even in the event of CIRD transferring or selling its business.

Neither Party shall assign any right or obligation hereunder in whole or in part without the prior written consent of the other Party.

**Governing Law**

This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

**Counterparts, etc.**

An electronic copy or facsimile of a Party’s signature shall be binding upon the signatory with the same force and effect as an original signature. Further, this Agreement can be executed in counterparts which, together, shall be treated as one agreement.

***ACKNOWLEDGEMENT***

In witness whereof, CIRD and the Contractor have executed this Agreement on the dates set out below,

**IN WITNESS WHEREOF, the parties state that they have read and accepted all the terms and conditions stipulated in this contract.**

|  |  |
| --- | --- |
| PCN Manager Name | Division Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Signature | Authorized Signature |
|   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|   | Name of Authorized Representative |

**Schedule “A”**

**Confidentiality, Non-disclosure, and Proprietary Information Agreement**

This CONFIDENTIALITY, NON-DISCLOSURE, AND PROPRIETARY INFORMATION AGREEMENT dated April 1, 2021 (the “Confidentiality Agreement”)

**BETWEEN**

**Division Name**

(herein “**CIRD**”)

- and -
**PCN Manager Name**

(herein the **“Contractor”)**
(each a “**Party**” and collectively the “**Parties**”)

**RECITALS:**

1. The Parties consider it desirable for CIRD to disclose Confidential Information to the Contractor for the limited purposes set out in the attached Agreement and the attached Appendix “A” (the “**Permitted Purpose**”).
2. The Parties wish to define herein the obligations of the Contractor with respect to the use and disclosure of Confidential Information that may be disclosed to the Contractor by CIRD in connection with the Permitted Purpose.

**TERMS:**

In consideration of the mutual covenants and conditions set forth herein, the Contractor, intending to be legally bound, agrees as follows:

1. **Definitions**
	1. “**Business Information**” includes, but is not limited to, information relating to intellectual property, business plans, financial information, products, services, manufacturing processes and know-how, technical information, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, personnel, and business relationships.
	2. “**Confidential Information**” includes, but is not limited to, Intellectual Property Information, Business Information, and Trade Secrets of CIRD, whether or not reduced to writing or other tangible expression, which CIRD may disclose to the Contractor, provided, however, that Confidential Information shall not include any information which (i) was already known to the Contractor before the time of disclosure by CIRD as evidenced by written records, (ii) is available or becomes generally available to the public other than through a breach of this Confidentiality Agreement by the Contractor, (iii) is acquired or received rightfully and without confidential limitation by the Contractor from a third party, or (iv) is independently developed by the Contractor without breach of this Confidentiality Agreement.
	3. “**Effective Date**” means the date on which the Parties entered into the attached Agreement;
	4. “**Intellectual Property Information**” includes, but is not limited to, information relating to research and development, discoveries, improvements, processes, know-how, drawings, blueprints, specifications, samples, formulae, notes, patents, copyrights, trademarks, trade names, and patent, trademark, and copyright applications; and
	5. “**Trade Secrets**” means information that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
2. The Contractor agrees that they shall only use Confidential Information for the Permitted Purpose and for no other purpose whatsoever.
3. The Contractor agrees to take all necessary and appropriate steps to keep confidential and protect Confidential Information, including (i) restricting access to all Confidential Information received from CIRD to those employees who have a “need to know” and advising such employees of their obligations to handle the Confidential Information with the highest degree of care and prudence to prevent a violation of this Confidentiality Agreement; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party, except as authorized by CIRD in writing. The Contractor further agrees to keep confidential the existence of this Confidentiality Agreement and that they are meeting with or receiving information from CIRD, except as may be required by law.
4. The Contractor agrees they shall be liable for any breach of this Confidentiality Agreement by their employees, employees of their affiliates or subsidiaries, or by any consultant, agent, or other third party to whom they have communicated Confidential Information.
5. If the Contractor becomes legally required to disclose Confidential Information, or any part thereof, the Contractor will give CIRD prompt notice of such requirement to the extent that the Contractor is legally able to do so. If CIRD waives compliance with any of the terms of this Confidentiality Agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the Contractor will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. Any Confidential Information that is disclosed pursuant to a legal obligation shall maintain its confidential character if the disclosure does not result in the information becoming generally known or available to third parties without restrictions on further disclosure. The Contractor has the burden of proving the foregoing exceptions and **must notify CIRD within 48 hours** from the time of disclosure if they intend to rely upon such exceptions.
6. The Contractor agrees that Confidential Information is and will remain the property of CIRD and all such Confidential Information in tangible form and copies thereof will be returned promptly to CIRD upon request, except that the Contractor may retain one copy of CIRD Confidential Information for regulatory and risk management purposes if such copy is securely maintained in a secure location at the Contractor’s principal place of business or by the Contractor’s legal counsel. No use of such Confidential Information is permitted except as provided in this Confidentiality Agreement, and the Contractor agrees not to rely upon, in any manner, Confidential Information except as authorized by this Confidentiality Agreement. No grant of any Intellectual Property rights of CIRD, including any licence implied or otherwise, is given or intended to be given.
7. The Contractor acknowledges and will not contest that unauthorized disclosure or other violation or threatened violation of this Confidentiality Agreement by the Contractor will cause irreparable damage to CIRD. The Contractor agrees that CIRD will be entitled to seek an injunction prohibiting the Contractor from any such disclosure, attempted disclosure, violation, or threatened violation without the necessity of proving damages or furnishing a bond or other security. The Contractor hereby indemnifies and holds CIRD harmless from and against all damages, losses, and costs (including reasonable attorneys’ fees) resulting from any such actual, attempted, or threatened disclosure or violation.
8. Neither this Confidentiality Agreement nor anything disclosed or provided pursuant to this Confidentiality Agreement creates or should be construed to create in any manner any obligation to enter into any contract or business arrangement, nor does it obligate either Party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.
9. The Contractor agrees and acknowledges that neither CIRD nor its shareholders, officers, employees, agents, or advisors make any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information except as may be expressly represented or warranted in any subsequent agreement concluded between the Parties.
10. This Confidentiality Agreement may not be amended or modified, nor may any right or remedy of any Party be waived, except in writing, signed by such Party. The waiver by any Party of the breach of any term or provision hereof by any other Party will not be construed as a waiver of any other subsequent breach.
11. The rights and obligations of the Parties pursuant to this Confidentiality Agreement shall be in addition to and shall not derogate from either Party’s obligations under any other agreement between them. In the event of any conflict between any provisions of this Confidentiality Agreement and those of any other agreement between them, the more restrictive provisions shall apply
12. This Confidentiality Agreement is governed by and will be construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein. The Contractor attorns to the exclusive venue and jurisdiction of the courts of British Columbia and waives any arguments under the conflict of laws removing such exclusive venue, jurisdiction, or governing law.
13. The Contractor affirms that the individual executing this Confidentiality Agreement has the authority to bind the Contractor to the terms hereof.
14. The Parties acknowledge and agree that each and every term of this Confidentiality Agreement is of the essence. If any one or more of the provisions contained in this Confidentiality Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Confidentiality Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic, and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any Party. Upon such a declaration, the Parties shall modify this Confidentiality Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the purposes contemplated hereby are consummated as originally contemplated to the fullest extent possible.
15. An electronic copy or facsimile of a Party’s signature shall be binding upon the signatory with the same force and effect as an original signature.

***ACKNOWLEDGEMENT***

In witness whereof, CIRD and the Contractor have executed this Agreement on the dates set out below,

|  |  |
| --- | --- |
| PCN Manager Name | Division Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Signature | Authorized Signature |
|   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|   | Name of Authorized Representative |

**APPENDIX “A”**
**DESCRIPTION OF SERVICES**

# MANAGER, PRIMARY CARE NETWORK

Location: Williams Lake, 100 Mile House

Hours: 25 -35 hours per week

Primary Care Networks is a provincial initiative led by the BC Ministry of Health that aims to redesign and transform primary care in BC. In the Central Interior Rural region our funds are earmarked for mainly recruiting new allied health care workers and nurse practitioners, deploying team-based care and integrating services to increase patient attachment to primary care providers.

Reporting to the Executive Director of the Central Interior Rural Division of Family Practice and under the direction of the Primary Care Network (PCN) Steering Committee, the PCN Manager will be responsible for overseeing the operationalization of the Primary Care Network Service Plan.

This position requires a flexible schedule that involves work in the Division office, throughout the community and remotely in a home office. Hours are flexible and at times that includes early mornings and evenings.

## Main Responsibilities:

The PCN Manager will lead work to deliver the PCN in the Central Interior Rural Region by:

* Under the direction of the PCN Steering Committee, provide project management that includes, establishing operational structure and operational plan, developing an implementation plan, evaluation and reporting.
* Working with the division change management team through the CIRD Program Manager to Develop and refine workflows and processes for the integration of new clinical resources into primary care service delivery
* Supporting the integration of NP/GP contracts into the primary care landscape
* Liaising with other PCN managers to ensure the development of community-based care teams that deliver culturally competent care to diverse communities
* Developing operational processes
* Monitoring budgets
* Completing various reports, as per the funding agreements and monthly reports to the CIRD Board of Directors
* Providing leadership and oversight to the PCN team
* Supporting the PCN Steering Committee and facilitating various working groups
* Developing, along with the CIRD Communications Lead (Operations Lead) communication strategies to inform providers of resources available within the team and to inform the public about the PCN

The PCN Manager will also be tasked with:

* Forming relationships with practices, physicians, staff, and community partners
* Identifying and nurturing partnerships that will support the goals of the PCN
* Identifying strategies that will support the goals of the PCN
* Ensuring community engagement and input into the service model

Note: This list is not intended to be understood as a final list of all duties, responsibilities and skills required. Duties and responsibilities may vary or change depending upon Division needs and/or Board directives.

The incumbent will hold a valid BC driver's license, have access to a reliable vehicle, computer and cell phone to use for business purposes.