

LOCUM CONTRACT - LONG VERSION



THIS AGREEMENT made as of the day of [REDACTED] BETWEEN:

[REDACTED]
(The "Hiring Physician or Medical Practice")

AND

[REDACTED]
(The "Locum Physician")

WHEREAS the Hiring Physician requires temporary substitute Physician Services (as defined in this Agreement) for the medical practice of the Hiring Physician or Clinic;

AND WHEREAS the Locum Physician wishes to enter into an agreement with the Hiring Physician to perform such Physician Services;

NOW THEREFORE in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follow:

1. PURPOSE AND TERM OF THE AGREEMENT

This Agreement is intended to set out the basis on which the Hiring Physician has retained the services of the Locum Physician.

Upon execution of the Agreement, an executed copy shall be provided to each party.

The Hiring Physician and Locum Physician shall extend the term of the Agreement only by the written approval of both. The term of this Agreement shall be for the period as outlined in SCHEDULE A.

2. RESPONSIBILITIES OF THE LOCUM PHYSICIAN

The Locum Physician agrees to provide Physician Services to the patients of the Hiring Physician during the term of this Agreement. The Locum Physician agrees that he shall use the usual care and skill of a physician licensed to practice medicine in the Province of British Columbia in performing such services during the agreed upon dates and office hours as outlined in SCHEDULE A.

The Locum Physician will also provide the agreed upon clinical services for the practice of the Hiring Physician as outlined in SCHEDULE A. If obstetrical, hospital,

on-call or any other responsibilities are not covered by the Locum Physician, then the Hiring Physician is responsible for arranging appropriate coverage for these services if they are part of his practice.

The Locum Physician hereby represents and warrants that to the Hiring Physician that:

- a) S/he is now and will remain during the term of this Agreement a licensed and registered physician lawfully entitled to practice medicine in the Province of British Columbia;
- b) S/he is now and will remain a member in good standing in the Canadian Medical Protective Association;
- c) Her/his entering into this Agreement will not now nor will it in the future breach or offend any agreement, document or law which s/he may be a party to or bound by;
- d) S/he will execute and deliver such documents and consents as the Hiring Physician may request to verify the accuracy of the warranties, representations and covenants made herein;
- e) Any statements made in the application for the Locum Physician position are true.

The Locum Physician agrees to comply with the usual office procedures of the Hiring Physician including procedures with respect to billing and accounting practices except where they are in conflict with professional and ethical standards as set forth by the College of Physicians and Surgeons of BC. Any exceptions are outlined in SCHEDULE A.

3. OBLIGATIONS OF THE HIRING PHYSICIAN

In consideration of the performance of the Physician Services by the Locum Physician on behalf of the Hiring Physician, the Hiring Physician agrees as follows:

- a) To permit the Locum Physician to perform Physician Services for the patients of the Hiring Physician during the term of the Agreement;
- b) To grant to the Locum Physician a right to use the medical offices and related facilities of the Hiring Physician located at the agreed upon address(es);
- c) To provide all the usual and necessary equipment, materials, examination rooms and drugs which are necessary or desirable to provide the Physician Services to the patients of the Hiring Physician;
- d) To provide up-to-date emergency medications and equipment as mandated by the College of Physicians and Surgeons of BC policy guidelines;

- e) To provide reception and office staff including nursing assistants at the levels equal to or better than those normally available to the Hiring Physician;
- f) To provide access to patient records and related information as is necessary or desirable to permit the Locum Physician to perform Physician Services for the patients of the Hiring Physician;
- g) To maintain and keep in force a policy or policies of insurance respecting liability for personal injury or property loss and name the Locum Physician as an additional named insured on such policy; provided however, that the policy shall not include coverage with respect to medical malpractice which insurance must be maintained by the Locum Physician.
- h) To provide any additional clinical and office facilities (e.g. EMR, parking passes) as outlined in SCHEDULE A.
- i) To assume all responsibility for the follow-up of all patient care, patient records, test reports, consults and referrals generated by the Locum Physician

The Hiring Physician shall provide all the services and facilities described above at his own costs and expense. In particular, the Hiring Physician warrants that all rents and charges payable with respect to the medical offices, medical equipment, materials and supplies are fully paid for, or if leased, such leases are in good standing. With respect to office and administrative staff, the Hiring Physician represents and warrants that the employees are those of the Hiring Physician and all costs of such staff shall be paid by the Hiring Physician including wages, benefits, statutory deductions or income tax, Canada Pension, Workers Compensation, employer health tax and all similar costs and expenses. It is acknowledged and agreed that the Locum Physician is not responsible for any such amounts and that the Hiring Physician will indemnify and save harmless the Locum Physician from any claims, costs or damages which may be claimed against or incurred by the Locum Physician.

The Hiring Physician or his designate will offer and/or provide an orientation to the Locum Physician including:

- a) Review of patient records where Physician Services are likely to be required, e.g., handover of high needs patients;
- b) Explanation of how the Locum Physician shall keep records of Physician Services performed under the Agreement, including orientation to EMR if necessary;
- c) Review of office and billing procedures with administrative staff and the Locum Physician;
- d) Tour of the medical office (including emergency equipment, supplies and other equipment) and, if applicable, hospital facilities to be used by the Locum Physician in performance of the Physician Services;

- e) Review of a schedule for performance of Physician Services including "on call" periods at hospitals or clinics, and other services outside normal office hours;
- f) Clarification of those Physician Services, if any, for which the Locum Physician shall not be responsible and the arrangements for performance of such services by others, if at all;
- g) GP contact in the community, if needed;
- h) Any other terms and services as outlined in SCHEDULE A.
- i) Remuneration terms for the above orientation will be discussed and agreed to between the Hiring Physician and the Locum Physician as outlined in SCHEDULE A.

The parties are entering into this Agreement on their mutual understanding that no Goods and Services Tax (GST) or Provincial Sales Tax (PST) is payable with respect to any aspect of the arrangement between them. In the event GST or PST is payable by either of the parties, they agree to co-operate with each other to establish the minimum amount payable. Each agrees to remit to the other or to the Excise Tax Branch, Revenue Canada such reports, calculations and moneys as may be determined to be payable. Each agrees to indemnify the other with respect to any obligation either may incur with respect to such payments to the extent such obligations are the responsibility of the other. Such amounts may be dealt with as a Billing Adjustment.

4. PAYMENT TERMS

The Locum Physician will record on a day sheet or billing program the fee codes or fees charged privately and diagnostic codes for all services rendered on behalf of the Hiring Physician. Fees charged will be in accordance with MSP regulations and the usual Medical Practice policies.

The Hiring Physician will submit all Locum Physician billings to MSP, WorkSafeBC, ICBC, other third parties, and/or the patients directly under the Locum Physician's Practitioner Number. By signing the MSP Assignment of Payment Form and this Agreement, the Locum Physician's billings will be paid directly to the Hiring Physician or another designated Billing Number.

With prior agreement, the Locum Physician may choose to have billings go through a physician billing service bureau of his own choosing as outlined in SCHEDULE A.

The Hiring Physician will pay the Locum Physician the financial terms as outlined in SCHEDULE A.

The Hiring Physician will pay the Locum Physician the Guaranteed Minimum amount as outlined in SCHEDULE A. This Guaranteed Minimum, if it is a daily or hourly minimum, is calculated daily and not averaged over the Term of the locum agreement.

Any retroactive payments received by the Hiring Physician now and in the future for services performed by the Locum Physician shall be subject to the terms set out in SCHEDULE A and paid to the Locum Physician within 30 days of receipt of payment from MSP. Any outstanding amount is subject to interest charges calculated at 2% per month.

If the Locum Physician is expected to do walk-in clinic shifts, sessional or other work as part of the agreed-upon coverage for the Hiring Physician, the Hiring Physician is responsible for any difference in payment if less than the terms set in this Agreement and in SCHEDULE A.

Total owed to the Locum Physician will be paid by the Hiring Physician every month or within 2 weeks after the completion of the term unless stated otherwise in SCHEDULE A. Any outstanding amount thereafter is subject to interest charges calculated at 2% per month.

The payments will be mailed to:

(Mailing address. Note payment to Inc. if applicable)

5. SPECIAL CONSIDERATIONS

The following are special considerations and agreements particular to this locum arrangement:

Cancellation of locum contract (suggested terms):

- 6 months or more from start date of locum period: No penalty from either party
- 2 months to 6 months from start date: \$100 due from party initiating the cancellation
- 3 weeks to 2 months from start date: \$500 due from party initiating the cancellation
- 3 weeks or less from start date: \$500 per week from party initiating the cancellation

6. Exceptions:

- The above terms for cancellation do not apply to Family Medicine Residents waiting for licensure from the College of Physicians and Surgeons.
- Sudden illness, serious family emergencies, etc. Above terms may be negotiated if another locum can be found.

Note other special considerations here:

7. RELATIONSHIP OF THE HIRING AND LOCUM PHYSICIAN

The Hiring and Locum Physicians acknowledge that this Agreement does not constitute a partnership arrangement or joint venture and that neither has the right to contract in the name of the other and that liabilities incurred by one shall not be assumed by the other. The Locum Physician agrees that s/he is not an employee of the Hiring Physician and that s/he is acting as an independent contractor for purposes of the services provided on behalf of the Hiring Physician.

8. NUMBER AND GENDER

It is agreed that unless the context of this agreement requires otherwise, the singular number shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and vice versa.

IN WITNESS WHEREOF the parties hereto have executed this Agreement:

HIRING PHYSICIAN

Printed Name

Signature

LOCUM PHYSICIAN

Printed Name

Signature

WITNESS

Printed Name

Signature

DATE DOCUMENT SIGNED
