

Sample Locum Contract

Sample contract template for locums and hiring physicians to complete for their own use. To be used in conjunction with **SCHEDULE A-Locum Checklist for Hiring Physician**

THIS AGREEMENT MADE AS OF:

BETWEEN:

(The "Hiring Physician")

Prov. Medical license # / CFPC # / Prov. Billing # / CMPA #

Home address and telephone number

AND:

(The "Locum Physician")

Prov. Medical license # / CFPC # / Prov. Billing # / CMPA #

Home address and telephone number

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 as outlined in SCHEDULE A.

Unless otherwise agreed, the Locum Physician will carry out the Hiring Physicians usual work and duties. 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 her/his practice.

The Locum Physician hereby represents and warrants 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) S/he will keep in force a policy or policies of insurance respecting medical malpractice.

The Locum Physician agrees to comply with the usual office, billing and accounting procedures of the Hiring Physician except where they are in conflict with professional and ethical standards as set forth by the CPS

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BC. Any exceptions are outlined in SCHEDULE A.

The Locum Physician will record on a day sheet or billing program the fee codes or fees charged 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 as set forth in SCHEDULE A.

OBLIGATIONS 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;
- (c) to provide all the usual and necessary equipment, materials, examination rooms and drugs necessary to provide the Physician Services;
- (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 at the levels equal to those normally available to the Hiring Physician;
- (f) to provide access to patient records and related information necessary to permit the Locum Physician to perform Physician Services;
- (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;
- (h) to provide any additional facilities as outlined in SCHEDULE A.
- (i) to assume all responsibility for the follow-up of all patient care, records, test reports, consults and referrals generated by the Locum Physician.

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PAYMENT TERMS:

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, 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.

The parties are entering into this Agreement on their mutual understanding that no Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is payable with respect to any aspect of the arrangement between them. In the event GST is payable by either of the parties, they agree to co-operate with each other to establish the minimum amount payable.

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.

The Hiring Physician will pay the Locum Physician the financial terms, including guaranteed minimums, as outlined in SCHEDULE A.

PAYMENT TERMS (cont):

Any retroactive payments received by the Hiring Physician 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.

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.

The payments will be mailed to:

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OTHER CONSIDERATIONS:

IN WITNESS WHEREOF the parties hereto have executed this Agreement:

Hiring Physician:

Witness:

Date:

Locum Physician:

Witness:

Date: