

# Sample Physician Locum Contract

***Between Dr. LocumPhysician MD and Dr. Doctor MD***

***Location: LocumLocation***

## **LICENSE**

*Dr. LocumPhysician* certifies that he/she has an unrestricted license to practice medicine in the Province of Ontario and that he/she has an unrestricted billing number in Ontario. *Dr. LocumPhysician* certifies that he/she has full CMPA or equivalent malpractice insurance and there are no disciplinary actions in progress or pending against him/her.

## **LOCUM PERIOD**

This is to certify that *Dr. LocumPhysician* will provide locum tenens services for *Dr. Doctor* for the period:

- **Beginning: LocumStart**
- **Ending: LocumEnd**
- **Work Schedule agreed upon:**

## **CLINICAL DUTIES**

*Dr. LocumPhysician* agrees to perform comprehensive office management of *Dr. Doctor's* patients during the period outlined above. This includes, but is not limited to, medical assessment and diagnosis, writing prescriptions, ordering tests and making appropriate referrals, as well as reviewing and acting upon all medical reports. *Dr. Doctor* acknowledges that *Dr. LocumPhysician's* clinical practice and approach to patient care may differ from his/her own. However, *Dr. LocumPhysician* will endeavour to match the practice style of *Dr. Doctor* whenever appropriate.

At no time is *Dr. LocumPhysician* obligated to authorize prescription renewals over-the-phone, nor perform any telephone or online assessments regardless of the current practice policies of *Dr. Doctor*.

Tests ordered by *Dr. LocumPhysician*, but made available to *Dr. Doctor's* office following the completion of the locum, are the responsibility of *Dr. Doctor*.

## **OFFICE STAFF**

*Dr. Doctor* agrees to maintain the usual staffing arrangements in the office during the period that *Dr. LocumPhysician* is in the office. *Dr. Doctor* agrees to ensure experienced staff remain present during the locum period.

## **WORK EXTRA to the LOCUM AGREEMENT**

*Dr. Doctor* acknowledges that, concurrent to this locum, *Dr. LocumPhysician* may have made commitments to other medical facilities and groups and that billings submitted at these other locations are not subject to the remuneration terms outlined in this agreement.

## **BILLING and REMUNERATION**

### **[ ] Option #1: Per Diem Rate (FHT, FHO)**

*Payment of locum services is set at \$xxx per day (or \$yyy per 1/2 day) regardless of numbers of patients assessed, in accordance with the terms of this contract. The per diem rate includes all uninsured services covered by a patient's block fee. When not subscribed to the block fee, or when not covered by the office block fee, uninsured services are reimbursed zzz% to Dr. LocumPhysician. Billings are submitted using Dr. LocumPhysician's billing number only after Dr. LocumPhysician's status as a locum in Dr. Doctor's primary care group has been confirmed by the lead physician (or their designate).*

**or**

### **[ ] Option #2: Fee For Service (FHG, CCM)**

*Payment of locum services will be at 70% of gross submitted billings for all medical services rendered whether insured or uninsured, in accordance with the terms of this contract. Billings will be submitted using Dr. LocumPhysician's billing number. Where an uninsured service is covered under a patient's block fee, Dr. Doctor will pay Dr. LocumPhysician 10% of the value of the service rendered.*

*Dr. Doctor's staff agree to submit all locum billings for Dr. LocumPhysician using Dr. Doctor's software package and reconcile these billings whenever possible. Dr. Doctor is responsible for paying any charges related to adding Dr. LocumPhysician to the office billing package. Dr. Doctor's staff will endeavour to ensure that all bills are paid appropriately and fully by the MOHLTC and pursue and resubmit all unpaid bills promptly and to a reasonable and timely degree.*

*Dr. Doctor's staff will provide Dr. LocumPhysician with a copy of the daily summary of OHIP and non-insured billings within two locum days of the billing date, not to exceed one calendar week from the date of service.*

*Dr. LocumPhysician* will provide *Dr. Doctor's* staff with the monthly reconciliation file from the MOHLTC. This will be in an agreed-upon format to allow easy processing of submissions.

*Dr. LocumPhysician* agrees to bill patients for uninsured services using *Dr. Doctor's* office policies and fee schedule, including fees for missed appointments and prescription renewals by phone. Where the uninsured service is not listed on the office schedule or when the listed fee is grossly undervalued, *Dr. LocumPhysician* may charge the patient a fee at the "OMA rate".

*Dr. Doctor's* staff will collect the fees billed for uninsured services **at the time of service** and remit these directly to *Dr. LocumPhysician* at the end of each locum day. *Dr. Doctor's* staff agrees NOT to release completed forms, notes nor letters to a patient before payment is received. Cheques are to be written directly to *Dr. LocumPhysician*. However, when bills are remitted erroneously to *Dr. Doctor* or when paid by debit or credit card, *Dr. Doctor* agrees to provide a payment to *Dr. LocumPhysician* for the FULL AMOUNT of each bill paid – with any overhead costs being reconciled at the end of the locum period.

*Dr. Doctor* and *Dr. LocumPhysician* agree to review all overdue accounts on a monthly basis. In addition, *Dr. Doctor* and *Dr. LocumPhysician* will both receive a contingency list of all patients' billings for the duration of the locum, within three weeks of the completion of the locum. All insured, WSIB, third party and uninsured service billings will be included in this contingency list.

*Dr. Doctor* and *Dr. LocumPhysician* agree to do a final review of all paid and unpaid accounts no later than three months after the completion of the locum, so to settle any unpaid invoices.

#### **FAILURE TO COMPLY**

Should *Dr. LocumPhysician* fail to honour this contract, he/she will be liable for \$300 per day of non-attendance – a payment intended to cover daily overhead costs.

In the event that *Dr. Doctor* fails to honour this contract, *Dr. Doctor* will remit to *Dr. LocumPhysician* \$500 per day of non-compliance to offset lost income.

*Dr. LocumPhysician* is not an employee of *Dr. Doctor*. *Dr. LocumPhysician* is an independent contractor completely separate and apart from *Dr. Doctor*.

#### **SPECIAL DETAILS for this LOCUM**

*Dr. Doctor* is aware that, during the periods listed below, *Dr. LocumPhysician* will be unavailable for locum coverage:

- **Holidays: None Booked**
- **CME Day: None Booked**

- **Days Away: None Booked**

Dr. LocumPhysician will notify Dr. Doctor of any changes or additions to this list as soon as possible, prior to the beginning of the locum period. Dr. LocumPhysician will not be held liable for days absent due to unforeseen or urgent circumstances.

Dr. Doctor will directly instruct the office staff (who will be present during the locum period) to maintain bookings as usual and not simply delay patient appointments until Dr. Doctor's return.

### **SUBSTANTIATION of AGREEMENT**

Dr. Doctor agrees to circulate this locum contract to any interested partners and to the lead physician of the primary care group, if required. Dr. Doctor's signature below ensures agreement to the above contract by partners, staff, partners' staff and group members.

Signed this                      day of                      year

\_\_\_\_\_  
Dr. LocumPhysician

Signed this                      day of                      year

\_\_\_\_\_  
Dr. Doctor