

This Agreement and associated appendices is between:

Name of Locum Physician and _____
Name of Hiring Physician

The Locum Physician will work in the Hiring Physician's medical practice from:

_____/_____/_____
day month year to _____/_____/_____
day month year

1.0 LOCUM PHYSICIAN RESPONSIBILITIES

1.1 The Locum Physician agrees:

- (a) to provide medical services to the patients of the Hiring Physician during the term of this Agreement noted above and further detailed in Appendix A – Practice Coverage Requirements;
- (b) to comply with the usual office procedures of the Hiring Physician including procedures with respect to billing and accounting practices that are consistent with the professional and ethical standards set out by the College of Physicians and Surgeons of BC and the Medical Services Plan of BC (MSP); and
- (c) to ensure any new patients to the Hiring Physician's medical practice who are non-residents of Canada sign the *Governing Law and Jurisdiction Agreement* form provided by the Canadian Medical Protective Association.

1.2 The Locum Physician confirms that she/he is now and will remain during the term of this Agreement:

- (a) to be a licensed and registered physician lawfully entitled to practice family medicine in the Province of British Columbia with no restrictions imposed by the College of Physicians and Surgeons of BC; and
- (b) to be a member in good standing in the Canadian Medical Protective Association.

2.0 HIRING PHYSICIAN RESPONSIBILITIES

2.1 The Hiring Physician agrees that the Locum Physician may use the medical offices and related facilities of the Hiring Physician located at the agreed upon address(es) as stated in Appendix A – Practice Coverage Requirements.

2.2 The Hiring Physician will arrange with the Locum Physician a pre-assignment meeting in which she/he (or a designate) will provide an orientation, including office processes, billing procedures, on-call obligations if any, and clinical duties expected as outlined in Appendix A – Practice Coverage Requirements.

2.3 During the term of this Agreement, the Hiring Physician agrees to provide:

- (a) the usual equipment, materials, examination rooms and drugs to provide care to the patients of the Hiring Physician;
- (b) up-to-date emergency medications and equipment as mandated by the College of Physicians

- and Surgeons of BC policy guidelines;
- (c) the services of reception and office staff at the levels normally available to the Hiring Physician;
 - (d) access to patient records and related information for the patients of the Hiring Physician; and
 - (e) daily billing record sheet at the end of each day to the Locum Physician.
- 2.4 At the end of the Agreement, the Hiring Physician agrees to assume responsibility or make arrangements for the follow-up of all patient care, patient records, test reports, consults and referrals generated by the Locum Physician during the term of this Agreement.
- 2.5 The Hiring Physician confirms:
- (a) to maintain and keep in force an insurance policy (or policies) respecting liability for personal injury or property loss and the name of the Locum Physician as an additional named insured on such policy during the term of this Agreement. However, that the policy shall not include coverage with respect to medical malpractice which insurance must be maintained by the Locum Physician; and
 - (b) that all patients who are non-residents of Canada have signed the *Governing Law and Jurisdiction Agreement* form provided by the Canadian Medical Protective Association.

3.0 FINANCIAL RESPONSIBILITIES

- 3.1 The Hiring Physician shall provide all the services and facilities described above at his / her own cost 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 other 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.
- 3.2 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 commonly accepted medical practice policies.
- 3.2 The Hiring Physician will submit all Locum Physician billings to MSP, WorkSafeBC, and ICBC. The Hiring Physician will collect the recommended Doctors of BC rates for non-MSP, non-insured third party billings unless otherwise specified. 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.
- 3.3 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 Appendix B – Financial Terms and Payment Requirements.
- 3.4 The Parties are entering into this Agreement on their mutual understanding that no Goods and

Services Tax (GST) is payable with respect to any aspect of the arrangement between them. In the event that GST is payable by either of the Parties, they agree to cooperate 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 obligations 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.

- 3.5 The Hiring Physician will pay the Locum Physician according to the terms as outlined in Appendix B – Financial Terms and Payment Requirements. Cheques to the Locum Physician will be made payable and mailed to:

Payable to:	First name, Last name, or Name of corporation	
Mailed to:	Suite, Number, Street	
	City	
	Province	
	Postal Code	

4.0 CANCELLATION

- 4.1 If a physician cancels the Agreement after it is signed and finalized, there is a penalty due from the physician initiating cancellation. The amounts of the penalty are:

Cancellation From Start Date	Penalty Amount
6 months or more	no penalty
2 to 6 months	\$100
3 weeks to 2 months	\$500
3 weeks or less	\$700

- 4.2 Penalty may be renegotiated if the cancellation was due to sudden illness or serious family emergencies, or if a replacement locum is found.

5.0 RELATIONSHIP OF THE HIRING AND LOCUM PHYSICIANS

- 5.1 The parties 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.
- 5.2 The Locum Physician agrees that she/he is not an employee of the Hiring Physician and that she/he is an independent contractor for the purposes of the services provided on behalf of the Hiring Physician.

6.0 SIGNATURES

The terms of this Agreement and as specified in the attached Appendices are agreed to by:

Locum Physician:

Name of Locum Physician

BC Medical License #	
CFPC #	
MSP Billing #	
CPMA #	

Signature of Locum Physician

_____/_____/_____
day month year

Hiring Physician:

Name of Hiring Physician

BC Medical License #	
CFPC #	
MSP Billing #	
CPMA #	

Signature of Hiring Physician

_____/_____/_____
day month year

Appendix A – Practice Coverage Requirements

It is recommended that the Locum Physician and Hiring Physician discuss and document in detail the practice coverage requirements to reach clear understanding and agreement. Appendix A – Practice Coverage Requirements provides an outline of the details on the work schedule, office procedures and medical services to be discussed and noted.

A-1.0 TERM & LOCATION(S) OF AGREEMENT

The Locum Physician will work in the Hiring Physician’s medical practice from:

_____ / _____ / _____ to _____ / _____ / _____
 day month year day month year

at the following work location(s):

	Location #1	Location #2
Name of Office/Facility		
Phone Number		
Suite, Number, Street		
City		
Location class (e.g., urban, rural, remote)		
Practice focus (e.g., geriatrics, sports medicine)		

A-2.0 WORK SCHEDULE

A-2.1 Weekly Schedule – Specify which days, times (in hours) and location the Locum Physician is expected to provide coverage for the Hiring Physician.

Days	Work Times	Break Times	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

A-3.0 PRACTICE COVERAGE REQUIREMENTS

A-3.1 The following practice coverages are required:

On-call - Specify which days and times the Locum Physician is expected to provide on-call coverage for the Hiring Physician. Discuss the on-call expectations, whether it is telephone only or on-site (e.g., location, pager/contact number, call group details).

Days	On-Call Times	On-Call Details (Telephone only, On-site)	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Hospital work – Specify which duties the Locum Physician is expected to provide:

- ER work Surgical assists Hospitalist shifts

Attach or discuss any additional information as required, including:

- List of admitted patients: Yes / No / N/A
- ProxyChart proxy: Yes / No / N/A
- Contact for privileges: _____

Prenatal – The Locum Physician is expected to provide prenatal care up to _____ weeks.

Attach/Specify any additional information as required, including:

- Usual OB consultant referral list: Yes / No / N/A

Obstetrics

Attach or discuss any additional information as required, including:

- List of maternity patients: Yes / No / N/A
- Obs on-call group: Yes / No / N/A
- Obs call schedule: Yes / No / N/A
- Hospital delivery information: Yes / No / N/A
- Handover / Documentation process discussed: Yes / No / N/A
- Hospital delivery contact: _____
- Contact for privileges: _____

Extended care / Nursing home

Attach or discuss any additional information as required, including:

- List of extended care / nursing home patients: Yes / No / N/A
- List of facilities and addresses: Yes / No / N/A
- Usual visitation schedule: Yes / No / N/A

- Handover / documentation process discussed: Yes / No / N/A
- Any on-call requirements discussed: Yes / No / N/A
- Hospital delivery contact: _____
- Contact for privileges: _____

Home visits

- Attach list of patients: Yes / No / N/A
- Specify and discuss expectations: Yes / No / N/A

WIC shifts

- Schedule and expectations discussed and noted: Yes / No / N/A

Teaching obligations - Specify which teaching obligations:

- Medical Students, year(s) _____
- Residents, year(s) _____

- Discuss schedule, expectations, remunerations: Yes / No / N/A

In-office procedures

- Specify and discuss what in-office procedures are performed (e.g., liq N2, sutures, biopsies, Pap tests, IUDs, cosmetic) Yes / No / N/A

A-3.2 Locum Physician is expected to:

- Accept new patients Yes / No / N/A
- See patients of other physicians in the same office Yes / No / N/A
- Cover lab and other test reports / paperwork of the Hiring Physician only Yes / No / N/A
- Cover lab and other test reports / paperwork of additional physicians, including: _____

A-4.0 PATIENT VOLUME

A-4.1 Per day (typically 7 – 8 hours), specify:

- Daily number of patients that are expected: _____
- The usual number of patients booked per hour: _____
- The usual number of patient booked per day: _____
- The maximum agreed upon number of patients per hour or day: _____
- The minimum agreed upon number of patients per hour or day: _____

A-5.0 APPOINTMENT TIME ALLOTTMENTS

A-5.1 Per appointment, specify:

- The time allotted for regular for a regular visit is: _____
- The time allotted for CPx visits is: _____
- The time allotted for Pap tests visits is: _____

A-6.0 LANGUAGE(S)

A-6.1 Languages other than English that are required include: _____

A-6.2 Approximate frequency and number of non-English speaking patients: _____

- A-6.3 For those patients were the same language is not understandable, specify:
- The MOA can translate Yes / No / N/A
 - The patient will bring a translator Yes / No / N/A

A-7.0 OFFICE ORIENTATION

- A-7.1 Contact information:
- Staff contact information (in case of an emergency): _____
 - Pager and / or cell phone numbers: _____
 - Contact information / personal email while away: _____
 - Security code to office (note if it is a key provided instead/both): _____
 - EMR ID / password: _____
 - Computer or printer ID / password: _____
 - WIFI: _____

- A-7.2 Location of important office features are:
- Up-to-date in office emergency kit: _____
 - Procedural equipment: _____
 - Supple of gloves, including the glove size of Locum Physician: _____
 - Staff lunch room, fridge, microwave: _____
 - Parking (note if parking pass required): _____

- A-7.3 Office and procedures/processes are discussed Yes / No / N/A
An office orientation was provided by: _____, Date: _____
An EMR orientation was provided by: _____, Date: _____

- A-7.4 The Hiring Physician has provided the required additional information, including:
- Preferred consultant referral list Yes / No / N/A
 - List of high-needs or complex patients likely to require additional attention (e.g., narcotics, palliative), including any handover documents to make things easier, and discussion about the plan to prepare patients to be comfortable seeing a locum. Yes / No / N/A

- A-7.5 The name of the Locum Physician has been added to the office's personal and property liability insurance policy Yes / No / N/A

A-8.0 OTHER TERMS & EXCEPTIONS TO NOTE

- A-8.1 Specify any notes and / or exceptions to the above statements:

A-10.0 CHANGES & CANCELLATIONS

Once the schedule and practice coverage details are confirmed and the Agreement and associated appendices are signed, it is recommended that if any changes are to be made by either party, advance communication be sought and agreed upon. Any changes that result in cancelation of the may result in a penalty outline in the Locum Agreement Section 4.0.

A-11.0 SIGNATURES

The terms of the attached Appendix A are agreed to by:

Locum Physician:

Hiring Physician:

Name of Locum Physician

Name of Hiring Physician

Signature of Locum Physician

Signature of Hiring Physician

_____/_____/_____
day month year

_____/_____/_____
day month year

A-11.0 TERM CHANGES TO NOTE

A-11.1 Either party that would like to make changes should communicate them in advance and they should be mutually agreed upon. Specify any changes to the previous terms of agreement:

The changes of the attached Appendix A are agreed to by:

Signature of Locum Physician

Signature of Hiring Physician

_____/_____/_____
day month year

_____/_____/_____
day month year

Appendix B – Financial Terms and Payment Requirements

It is recommended that the Locum Physician and Hiring Physician discuss and document in detail the financial terms and payment requirements to reach clear understanding and agreement. Appendix B – Financial Terms and Payment Requirements provides an outline of the details on the billing split percentages, the guaranteed minimums and payment terms to be discussed and noted.

B-1.0 OFFICE-BASED SERVICES BILLING SPLIT

- B-1.1 The office-based services billing split is ____% to Locum Physician / ____% to Hiring Physician.
- B-1.2 This office-based services billing includes: MSP, WorkSafeBC, ICBC, Non-insured services (out-of-province patients, cosmetic procedures), In-office procedures, lab/tray fees, In-office phone calls. GPSC incentive fees considered separately (see section B-4.0).
- B-1.3 The Locum Physician is allowed to bill the following as medically indicated (and if the annual limits have not been reached):
- | | |
|-----------------------------|----------------|
| • Counselling (0120 series) | Yes / No / N/A |
| • CPx (0101 series) | Yes / No / N/A |

B-2.0 UNINSURED SERVICES BILLING SPLIT

- B-2.1 The uninsured services billing split is ____% to Locum Physician / ____% to Hiring Physician.
- B-2.2 This uninsured services billing includes:
- | | |
|--------------------------|--|
| <input type="checkbox"/> | Sick notes |
| <input type="checkbox"/> | CL19 reports |
| <input type="checkbox"/> | Occupational / Insurance Forms / Record transfers & requests |
| <input type="checkbox"/> | Medico-legal short reports |
| <input type="checkbox"/> | Other _____ |
- B-2.3 The Hiring Physician charges for all uninsured services at Doctors of BC rates
Yes / No / N/A; Details: _____
- B-2.4 The Locum Physician is expected to handle long medico-legal reports
Yes / No / N/A; Details: _____

B-3.0 OUT-OF-OFFICE SERVICES BILLING SPLIT

- B-3.1 The Out-of-Office services billing split is ____% to Locum Physician / ____% to Hiring Physician.
- B-3.2 This office-based services billing includes: extended care visits, home visits, ER billings, hospital billings (including GPSC fees), obstetrics (including GPSC Obstetric delivery bonuses), out of office hours phone calls for patient/hospital/care facility billings, MOCAP.

B-4.0 GPSC INCENTIVES BILLING SPLIT

- B-4.1 GPSC incentive fees are restricted in terms of how many can be billed per patient per year and also restricted to the most responsible physician. Some GPSC incentive fees cover more than a single service. There are provisions within MSP to allow the Locum Physician to bill most of these fees if agreed upon. However, since the Hiring Physician is responsible for the follow-up

management of care incented through the initiatives, a prior understanding about the inclusion of GPSC fees must be mutually agreed to.

B-4.2 The Locum Physician is willing to be registered as an Attachment participating locum to provide full-service family practice locum services to the patients of the Hiring Physician.
Yes / No / N/A

B-4.3 Shorter-term Locum – For locum periods under 3 months, the GPSC billing split is ____% to Locum Physician / ____% to Hiring Physician.

GPSC fees that the Locum Physician may bill for include:

Attachment fees

The Hiring Physician is participating in the Attachment initiative and has billed 14070 (Attachment Participation Code) Yes / No / N/A

- 14071 Attachment Locum Participation Code (one-time administrative)
- 14074 Complex/High-needs Unattached Patient Attachment Fee (only for new patients)
- 14076 Attachment Patient Telephone calls (limit 1500 calls per year)
- 14077 Attachment Patient Conferencing Fee

Non-Attachment fees

- 14015 Facility Patient Conference
- 14016 Community Patient Conference
- 14017 Acute Care Discharge Planning Conference
- 14044 – 14048 Mental Health Care Management fees*
- 14079 Telephone / E-mail Follow-up Management
- 14063 Palliative Planning Visit and any associated palliative care fees
- 14066 Personal Health Risk Assessment / Planning Visit**
- 14018 GP Urgent Telephone Conference with Specialist Fee

* Mental Health Care Management fees include codes 14044, 14045, 14046, 14047, 14048 depending on age. The restriction is 4 per patient per calendar year after 4 MSP counselling used and if Hiring Physician has billed 14045 Mental Health Care Planning Fee.

** The Locum Physician is allowed to bill for their own 100 per year, though not allowed on the same patients already billed by the Hiring Physician.

B-4.4 Longer-term Locum – For locum periods over 3 months, the Locum Physician may also be eligible to bill for more GPSC incentive fees. If it is agreed that the Locum Physician will bill the below fees if they provide the service and the forms will be filled out by the Locum Physician or the Hiring Physician, the GPSC billing split is ____% to Locum Physician / ____% to Hiring Physician.

GPSC fees that the Locum Physician may bill for include:

- 14033 Complex Care Management Fee
- 14075 Attachment Complex Care Management Fee (Frailty)
- 14050 Diabetes – Chronic Disease Management
- 14051 Heart Failure - Chronic Disease Management
- 14052 Hypertension - Chronic Disease Management
- 14053 COPD - Chronic Disease Management
- 14043 Mental Health Planning fee

B-4.5 Hospital and Obstetrics – for Locum Physicians doing hospital and obstetrics, GPSC fees that the Locum Physician may bill for include inpatient fees (14086, 14088) and obstetrics (14004, 14005, 14008, 14009, 14010). Specify the details in Section B-8.0.

B-5.0 GUARANTEED MINIMUMS

B-5.1 If net billings to the Locum Physician are less than the mutually agreed upon minimum wage (either daily or hourly), the Locum Physician will be paid the guaranteed minimums. The set minimum is:

- Per 7-8 hour day \$ _____, or
- Per hour \$ _____
- N/A

B-5.2 The guaranteed minimum is calculated daily based on all the services completed during the regular workday schedule or pro-rated as appropriate. It is not averaged over the term of the locum agreement, and is calculated.

B-5.3 If there are changes in hours/days to the agreed upon work schedule, then the minimum will be pro-rated accordingly. Any changes in the work schedule have to be agreed to by both parties in advance. If the Locum Physician changes the schedule without prior agreement, then the minimum agreement will be nulled for the days that were changed. If the Hiring Physician changes the schedule without prior agreement, then the minimum agreement still stands as is.

B-5.4 For the guaranteed minimum to apply, the Locum Physician agrees to see the requisite number of patients per day/hour (as set out in Appendix A – Section 4.0). The Locum Physician cannot set an arbitrary limit of patients per hour. If the Hiring Physician / clinic fails to book enough patients, the guaranteed minimum will still apply.

B-6.0 PAYMENT TERMS

B-6.1 The Locum and Hiring Physicians will complete the Assignment of Payment form and the Hiring Physician will submit the billings to MSP. 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 submit all Locum Physician billings to MSP, WorkSafeBC, and ICBC. The Hiring Physician will collect the recommended Doctors of BC rates for non-MSP, non-insured third party billings unless otherwise specified.

B-6.2 Payments owed to the Locum Physician will be paid by the Hiring Physician every month or within 14 days of the completion of this agreement. Outstanding payments owed to the Locum Physician will be subject to interest charges of 2% per month. Payments will be based on:

- Billings submitted
- Billings paid

B-6.3 If any billings billed by the Locum Physician are inaccurately billed or disallowed by MSP or other payers due to restrictions or other reasons, then the Locum Physician will remit back to the Hiring Physician the disallowed amount upon documentation.

B-6.4 Any retroactive payments received by the Hiring Physician for services performed by the Locum Physician will be subject to the terms agreed to and stated in this Appendix. Payments will be paid to the Locum Physician within 14 days of receipt of payment from MSP or other payers.

B-7.0 OTHER REMUNERATION

B-7.1 Specify if any other remuneration (e.g., accommodations, transportation) for the Locum Physician has been agreed upon in section B-8.0.

B-8.0 OTHER TERMS & EXCEPTIONS TO NOTE

B-8.1 Specify any notes and / or exceptions to the above statements:

B-9.0 CHANGES & CANCELLATIONS

Once the financial terms and payment requirements are confirmed and the Agreement and associated appendices are signed, it is recommended that if any changes are to be made by either party, advance communication be sought and agreed upon. Any changes that result in cancelation of the may result in a penalty outline in the Locum Agreement Section 4.0.

B-10.0 SIGNATURES

The terms of the attached Appendix B are agreed to by:

Locum Physician:

Hiring Physician:

Name of Locum Physician

Name of Hiring Physician

Signature of Locum Physician

Signature of Hiring Physician

_____/_____/_____
day month year

_____/_____/_____
day month year

B-11.0 TERM CHANGES TO NOTE

B-11.1 Either party that would like to make changes should communicate them in advance and they should be mutually agreed upon. Specify any changes to the previous terms of agreement:

The changes of the attached Appendix B are agreed to by:

Signature of Locum Physician

_____/_____/_____
day month year

Signature of Hiring Physician

_____/_____/_____
day month year