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HealthForceOntario Marketing and Recruitment Agency

Locum – Resident Physician Agreement

This Agreement made as of the _____ day of _____, 20____

Between:

(the “Resident Physician”)

- and -

(the “Locum Physician”)

Whereas the Resident physician requires temporary substitute physician services (as defined in this Agreement) for the medical practice of the Resident Physician;

And Whereas the Locum Physician wishes to enter into an agreement with the Resident physician to perform substitute physician services.

Now Therefore in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **DEFINITIONS**

- (a) “Act” means the Health Insurance Act, being R.S.O. 1990, Chapter H.6;
- (b) “Billing Number” means the Physician Billing Number assigned by OHIP;



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- (c) “Insured Billing” means billings rendered by the Locum Physician which are eligible for payment by OHIP;
- (d) “Locum Physician Compensation” means all monies payable to the Locum Physician under this Agreement;
- (e) “OHIP” means the Ontario Health Insurance Plan;
- (f) “Physician” means a physician as defined in the Act who is licensed and registered to practice medicine in the Province of Ontario;
- (g) “Physician Services” means the provision of medical advice, examinations, treatment and medical services generally, whether or not such services are insured services pursuant to the Act,
- (h) “Resident Physician Compensation” means the portion of Insured and Uninsured Billings payable to the Resident Physician;
- (i) “Schedule A” means the description of the Resident Physician’s Practice attached to the forming part of this Agreement;
- (j) “Uninsured Billings” means billings rendered by the Locum Physician which are not eligible for payment by OHIP.

2. PURPOSE AND TERM OF THE AGREEMENT

- 2.1** This Agreement is intended to set out the basis on which the Resident Physician has retained the services of the Locum Physician. The nature of the medical practice for which the Locum Physician is to provide such services is that described in Schedule “A”.
- 2.2** The term of this Agreement shall be for the period commencing at a.m./p.m. on the ____ day of _____ and ending on the ____ day of _____, 20__, for a total of ____ days.
- 2.3** Upon execution of the Agreement, an executed copy shall be provided to each party.
- 2.4** The Resident Physician and Locum Physician shall extend the term of the Agreement only by the written approval of both.



3. OBLIGATIONS OF THE RESIDENT PHYSICIAN

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

- (a) to permit the Locum Physician to perform Physician Services for the patients of the Resident 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 Resident Physician located at _____;
- (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 Resident Physician;
- (d) to provide reception and office staff including nursing assistants at the levels equal to or better than those normally available to the Resident Physician;
- (e) 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 Resident Physician;
- (f) 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 name 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.

3.2 The Resident Physician shall provide all the service and facilities described in paragraph 3.1 at his own costs and expense. In particular, the Resident 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 Resident Physician represents and warrants that the employees are those of the Resident Physician and all costs of staff shall be paid by the Resident 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 Resident 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.

- 3.3** The Resident Physician or his designate will provide an orientation period to the Locum Physician, which orientation shall include:
- (g) Review of patient records where Physician Services are likely to be required,
 - (h) An explanation of how the Locum Physician shall keep records of Physician Services performed under the Agreement;
 - (i) Review of office and billing procedures with administrative staff and the Locum Physician;
 - (j) A tour of the medical offices and , if applicable, clinic and hospital facilities to be used by the Locum Physician in performance of the Physician Services;
 - (k) a review of a schedule for performance of Physician Services including “on call” periods at hospitals or clinics, and other services outside normal office hours;
 - (l) 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.
- 3.4** The Resident Physician agrees that the Physician Services will be provided by the Locum Physician through the Locum Physician Billing Number. The Resident Physician agrees that he shall be entitled to compensation only as described in Paragraph 5 of this Agreement and waives a right to any further compensation or payment. The Resident Physician agrees that all Insured and Uninsured Billings shall be paid to the Locum Physician and distributed in accordance with Paragraph 5 of this agreement.

4. LOCUM PHYSICIAN DUTIES

- 4.1** The Locum Physician agrees to provide Physician Services to the patients of the Resident 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 Ontario in performing such services. The Locum Physician acknowledges reviewing the requirements for the practice of the Resident Physician as described in Schedule “A” and that he shall provide those services except as otherwise excluded by agreement of the parties.

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- 4.2** The Locum Physician hereby represents and warrants that to the Resident Physician that:
- (a) 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 Ontario;
 - (b) he is now and will remain a member in good standing in the Canadian Medical Protective Association;
 - (c) his entering into this Agreement will not now nor will it in the future breach or offend any agreement, document or law which he may be a party to or bound by,
 - (d) he will execute and deliver such documents and consents as the Resident 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.
- 4.3** The Locum Physician agrees to comply with the usual office procedures of the Resident Physician including procedures with respect to billing and accounting practices.
- 4.4** The parties agree that all Insured and Uninsured Billings shall be paid to the Locum Physician and agree to the distribution of such billings in accordance with the distribution described in Paragraph 5 of this Agreement. The Locum Physician, at his option, may arrange for Insured and Uninsured Billings to be rendered through any of the following:
- (a) the Locum Physician's computer billing system;
 - (b) the Resident Physician's computer billing system; or
 - (c) a physician billing service bureau designated by the Locum Physician.
- 4.5** 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 GST 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

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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.

5. DISTRIBUTION OF BILLING

- 5.1** All billings, for both insured and uninsured services, shall be paid to the Locum Physician and recorded by the administrative staff of the Resident Physician. On a daily basis, the Locum Physician shall confirm the accuracy of the billing information. Billings shall be rendered by the Locum Physician under the Locum Physician's Billing Number and shall include the location code.
- 5.2** The Locum Physician and Resident Physician agree that the total Insured and uninsured Billings of the Locum Physician shall be divided as follows. It is hereby understood that each days billings shall be calculated as 100% of the value of the Insured and uninsured Billings submitted.
- (a) _____ per cent (_____%) of each days' billings _____ shall be credited to the Resident Physician and the balance of the Insured and Uninsured Billings credited to the Locum Physician.

6. RELATIONSHIP OF THE RESIDENT AND LOCUM PHYSICIAN

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

7. NUMBER AND GENDER

- 7.1** 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.

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This contract is made under the Rural Locum Program operated by HealthForceOntario Marketing and Recruitment Agency (“HFO”). The parties acknowledge that HFO is not a party to this Agreement, and neither guarantees the performance of either Party to this Agreement, nor is responsible for the enforcement of this Agreement against either of the Parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

WITNESS

RESIDENT PHYSICIAN

LOCUM PHYSICIAN

Date

Date

Date



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and Recruitment Agency