



## Providing Locum Coverage in Ontario

Transition into Practice Services (TiPS)

HealthForceOntario Marketing and Recruitment Agency

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# Introduction

HealthForceOntario Marketing and Recruitment Agency (HFO MRA) gratefully acknowledges its health-care partners and colleagues' contributions to the information contained in the Transition into Practice Service (TiPS) modules. This module offers physicians best practice tips and resources for providing locum coverage in Ontario. More detailed and comprehensive information on many topics can be found in specific Transition into Practice Service (TiPS) modules:

## Finding Your Ideal Practice

Offers medical residents, relocating physicians, and practising physicians information and resources to assist with the job search and employment process.

## Teaching as Part of Your Practice

Offers information on how to integrate teaching and mentorship into your general or specialty practice in Ontario.

## Countdown to Practice

Offers medical residents a step-by-step guide for transition into practice.

## Physician Well-Being

Offers medical residents, graduates, and practising physicians information on resources and strategies for maintaining work-life balance.

## Physician Resources

This module is a compilation of physician resources from a wide variety of topics that are relevant to practising medicine in Ontario.

## The Business Side of Medicine

Offers medical residents and new graduates information on professional, practical, and personal considerations when setting up a practice in Ontario.

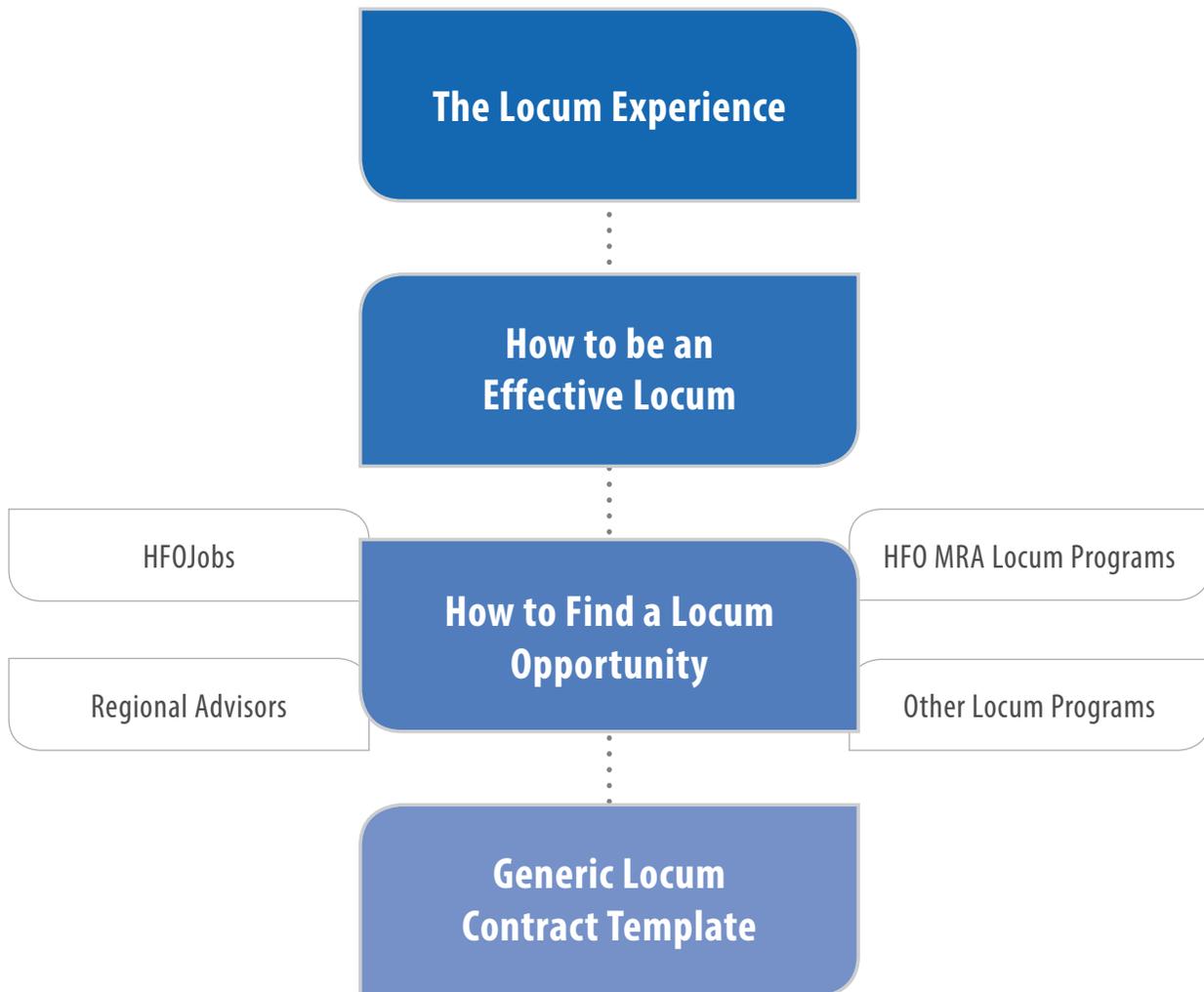
## Compensation, Incentives and Benefits

Provides medical residents, graduates, and practising physicians information on the various primary care and specialty payments offered to physicians practising in Ontario.

# Overview

For many medical residents who are transitioning into practice, providing locum coverage can offer an opportunity to explore a variety of practice settings. Locum coverage benefits communities by helping to maintain ongoing access to patient care. Locum coverage can range from as short as one day to as long as a few months at a time. It can be provided in urban, suburban, and smaller community settings across Ontario. This module offers physicians considering locum coverage:

- an overview of best practices and tips for making the locum experience one that works for the practice, the locum physician, and the patients
- resources for finding locum opportunities in Ontario
- an overview of the different provincial programs that support ongoing patient care through locum coverage in rural, remote and Northern communities.



# The Locum Experience

## Overview

A locum refers to a physician who assumes another physician's practice duties on a temporary basis. A locum opportunity might be right for you if you want to explore a new community, make a difference at an organization, help a physician in need or support the continuity of care for patients in a community.

For new physicians, locum placements provide diverse practice experiences to help assess different practice settings in a variety of geographic locations. For established physicians, locum placements offer opportunities to explore new ways of practising, take a working vacation with the family, or hone specific clinical skills. Some physicians may choose to locum as a transition towards retirement.



### Quick Tips

If you are a recruiter or physician looking for a locum to provide coverage, see our Recruitment Essentials [Locums: Making Them "Work" for You and Your Community!](#) for strategies and resources to help you with locum recruitment.

A comprehensive module created by the CMA entitled [Locum Evaluation Checklist](#) is available online and offers a detailed locum evaluation checklist as well as many other tips.

## How to be an Effective Locum

- **Determine the range of clinical duties required and evaluate your skills accordingly:** Rural care typically requires a more diverse skill set, so identify any services for which you may require back up. Similarly, know whether you are covering for a physician with a particular procedure or specialty area (i.e. well baby clinic; mobile clinic/home care; long-term coverage; specific surgical procedures, such as C-sections, etc.).
- **Verify insurance coverage:** Make sure your Canadian Medical Protective Association (CMPA) coverage matches the procedures you are expected to do as a locum, including surgical assists and emergency department coverage.
- **Make realistic commitments:** Avoid cancelling with short notice, and leaving a physician and/or community without coverage.
- **Get to know the staff and or community recruiter:** If you are considering the community or hospital where you are providing locum coverage as a permanent practice location, get to know the other physicians and staff at the clinic or organization, and the community itself. Some communities/organizations have designated staff to help new physicians settle into the community or answer any questions they have about the practice or community.
- **Follow up:** Before completing your locum, follow up on laboratory results, paperwork and orders at the nursing station and pharmacy.
- **Make notes:** Alert the returning physician to any challenging interactions with patients, especially in a case where a patient dies or receives a serious diagnosis. Make note of any outstanding test results or patient follow up for the returning physician.

# The Locum Experience

## How to Find a Locum Opportunity



### HFOJobs

Conduct your own locum search through [HFOJobs](#) or sign up for email locum position alerts and identify locum opportunities that are eligible for provincial locum program support.

### Regional Advisors

The agency's [Regional Advisors](#) are available to help medical residents and new graduates find locum opportunities in Ontario. Located throughout the province, Regional Advisors have the most recent information on community and hospital locum needs.

To connect with a Regional Advisor, email: [practiceontario@healthforceontario.ca](mailto:practiceontario@healthforceontario.ca)

### HFO MRA Locum Programs

HealthForceOntario Marketing and Recruitment Agency (HFO MRA) provides centralized and coordinated locum physician assistance for hospitals, communities and physicians across the province. The agency's three locum programs include:

Program	Description
<p><b>Rural Family Medicine Locum Program</b>                      Email: <a href="mailto:locum@healthforceontario.ca">locum@healthforceontario.ca</a>                      Tel: 1-800-596-4046 ext. 3</p>	<p>The <a href="#">Rural Family Medicine Locum Program</a> maintains ongoing primary medical care in eligible communities by providing temporary, short-term replacement coverage for practising rural Family Medicine physicians.</p>
<p><b>Northern Specialist Locum Programs</b>                      Email: <a href="mailto:norspec@healthforceontario.ca">norspec@healthforceontario.ca</a>                      Tel: 1-800-596-4046 ext. 3</p>	<p>The <a href="#">Northern Specialist Locum Programs (NSLP)</a> provides replacement (respite) and vacancy (urgent) specialist locum coverage to designated Northern Ontario communities. The key difference between the two programs is community eligibility, which is based on specialist complement, vacancies and active recruitment.</p>
<p><b>Emergency Department Locum Programs</b>                      Email: <a href="mailto:emerg@healthforceontario.ca">emerg@healthforceontario.ca</a>                      Tel: 1-800-596-4046 ext. 3</p>	<p><a href="#">Emergency Department Locum Programs (EDLP)</a> is operated by HealthForceOntario Marketing and Recruitment Agency (HFO MRA), the EDLP provides urgent ED (Emergency Department) locum coverage as an interim measure of last resort to designated hospitals that are facing significant challenges covering ED shifts.</p>



**Other Locum Programs**

Additional locum programs and initiatives administered by other organizations include:

Program	Description
<p><b>University of Toronto – Rural Northern Initiative</b></p>	<p>The <u>Rural Northern Initiative</u> is a joint project between the Ministry of Health and Long-Term Care (MOHLTC) and the Department of Family and Community Medicine (DFCM) at the University of Toronto, which provides medical care in small Northern Ontario communities facing a physician shortage and introduces DFCM residents to Northern Ontario. DFCM facilitates faculty and resident visits in the participating communities for two-week “locum” style visits. Residents are usually PGY2 and on an elective or core Family Medicine rotation.</p>
<p><b>Ontario Psychiatric Outreach Program (OPOP)</b></p>	<p>The <u>Ontario Psychiatric Outreach Program (OPOP)</u> is a network of dedicated academics and practitioners in the field of mental health, providing clinical outreach, telepsychiatry, education and support to remote and rural communities throughout Ontario.</p>



## Generic Locum Contract Template

Before starting a locum, you may be asked to sign a locum contract or agreement, which will set out the terms and conditions of the locum arrangement, such as remuneration, locum duration, name of physician whose practice is being covered and name of the physician providing locum coverage, etc. The locum contract template is meant to be used as a guide only and can/may be edited based on individual needs; It is advisable to consult with a legal professional before finalizing.



### Quick TiPS

For information on how to find legal specialists in Ontario, read [\*TiPS Business Side of Medicine\*](#).

Insert Practice Name here

### LOCUM - RESIDENT PHYSICIAN AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

(Staff physician's name)

\_\_\_\_\_  
(the "Resident Physician")

- and -

(Locum physician's name)

\_\_\_\_\_  
(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 such Physician Services.

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

This template is meant to be used as a guide only and can be edited based on individual needs; please consult a lawyer before finalizing.

## 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;
- (c) "Insured Billings" 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 and 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 12 am on the XX day of Month X and ending on The XX day of Month X, 20XX.
- 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 (insert clinic name and address here).
  - (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 named insured on such policy; provided however, that the policy shall not include cover age with respect to medical malpractice which insurance must be maintained by the Locum Physician.

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3.2 The Resident Physician shall provide all the services 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 such 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:

- (a) review of patient records where Physician Services are likely to be required;
- (b) an explanation of how the Locum Physician shall keep records of Physician Services performed under the Agreement;
- (c) review of office and billing procedures with administrative staff and the Locum Physician;
- (d) 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;
- (e) 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;
- (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.

3.4 The Resident Physician agrees that the Physician Services will be provided by the Locum Physician through the Resident Physician Billing Number. Both the Resident Physician and Locum Physician agree that they shall be entitled to compensation only as described in Paragraph 5 of this Agreement and waives a right to any further compensation or payment.

#### **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.

4.2 The Locum Physician hereby represents and warrants 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 (HST) is payable with respect to any aspect of the arrangement between them. In the event HST 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.

## **5. PAYMENT AND DISTRIBUTION OF BILLINGS**

5.1 Locum Physician and Resident Physician agree that the Resident Physician will pay the Locum Physician a sessional rate of \$XXX per day or \$XXX per half day. The regular daily hours are as follows:

- 9 a.m. – 5 p.m. Mondays, Tuesdays, Thursdays
- 9 a.m. – 12 p.m. Wednesdays
- 9 a.m. – 4p.m. Fridays

5.2 The Locum Physician and Resident Physician agree that the Locum Physician is entitled to bill and retain all of the following uninsured fees:

- (a) WSIB
- (b) Private patient services (sick notes, forms, etc.)
- (c) Legal and insurance forms (less any dictation costs)

5.3 The Locum Physician is entitled to XX% of all OHIP billings.

## **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 the 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RESIDENT PHYSICIAN

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LOCUM PHYSICIAN

**SCHEDULE "A"****DESCRIPTION OF RESIDENT PHYSICIAN'S PRACTICE**

(Insert staff physician's name here) practices out of a medical building located at (insert clinic address here) in (Community, Ontario). He works with (#) other family physicians, nurse practitioners, registered nurses and various administrative staff. His practice is comprised of an older population which numbers about (# of rostered and # of unrostered patients) in total. (Insert staff physician's name here) works out of (#) exam rooms in the lower level of the building along with his full-time nurse, (insert name of nurse/nurse practitioner). The clinic is paperless and uses (software name) for its electronic medical records. There are a full range of allied health providers available at (insert practice name) such as social workers, a pharmacist consultant and a registered dietitian. (Insert practice name) is part of the larger (City Family Health Team).

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## Conclusion

Now that you know about best practice tips and resources for locuming, be sure to review our additional TiPS resources to assist you in your transition to practice:

- [Countdown to Practice](#): Offers medical residents a step-by-step guide for transition into practice.
- [Finding Your Ideal Practice](#): Offers medical residents, relocating physicians, and practising physicians information and resources to assist with the job search and employment process.
- [Compensation and Incentives](#): Offers information on the compensation and financial incentives available to physicians practising in Ontario.
- [Teaching as Part of Your Practice](#): Offers information on how to integrate teaching and mentorship into your general or specialty practice in Ontario.
- [The Business Side of Medicine](#): Offers medical residents and new graduates information on professional and personal considerations when setting up a practice in Ontario.
- [Physician Well-Being](#): Offers medical residents, graduates, and practising physicians information on resources and strategies for maintaining work-life balance.
- [Physician Resources](#): A compilation of important resources and links related to practising medicine in Ontario.



For more information, contact your **Regional Advisor** or email [practiceontario@healthforceontario.ca](mailto:practiceontario@healthforceontario.ca).

Available in accessible format upon request: [www.healthforceontario.ca/acs](http://www.healthforceontario.ca/acs)