LOCUM TENENS AGREEMENT

THIS AGREEMENT made the ____ day of_____ 202__

BETWEEN: **DR. TARA MURPHY M.D. PROFESSIONAL CORPORATION**
(hereinafter referred to as the "Locum Physician")

AND: _____, of _____, Province of New Brunswick (hereinafter referred to as the "Family Physician")

WHEREAS, the Family Physician operates a _____ located at _____, in _____, Province of New Brunswick (referred to as the "Family Physician Location").

AND WHEREAS the Locum Physician is a doctor licensed to practice medicine in the Province of New Brunswick and has agreed to provide physician services out of the Family Physician Location;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

RESPONSIBILITIES OF THE LOCUM PHYSICIAN

1. The Locum Physician hereby represents and warrants to the Family Physician that:
    a. She 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 New Brunswick;
    b. She is now and will remain a member in good standing in the Canadian Medical Protective Association
    c. She will keep in force a policy or policies of insurance respecting medical malpractice.

2. The Locum Physician agrees to provide Physician Services to the patients of the Family Physician during the term of this Agreement as outlined in SCHEDULE A.

3. Unless otherwise agreed, the Locum Physician will carry out the Family Physicians usual work and duties.

4. Obstetrical Call, Joint Injections, IUD/Nexplanon Insertions, Surgical Assistance, and Minor In-Office Procedures are not covered by the Locum Physician and it is the Family Physician's responsibility to arrange appropriate coverage for those services if they are part of his/her practice.

5. 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 Family Physician. Fees charged will be in accordance with Medicare regulations and the usual Medical Practice policies as set forth in SCHEDULE A.

OBLIGATIONS OF THE FAMILY PHYSICIAN

6. The Family Physician agrees as follows:
- **a.** To permit the Locum Physician to perform Physician Services for the patients of the Family 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 Family 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 NB 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.

RELATIONSHIP OF THE LOCUM AND FAMILY PHYSICIAN

7. 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.

8. The Family Physician agrees that she/he is not the employer of the Locum Physician and that she is an independent contractor for the purposes of the services provided on behalf of the Family Physician.

TERM OF AGREEMENT

9. The Locum Physician agrees to work in the Family Physician's Medical Practice from _____ to _____ (hereinafter referred to as the "Term")

PAYMENT

10. The Family Physician shall provide all the services and facilities described above at his own costs and expense. In particular, the Family 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.

11. Should the term of the contract exceed 6 weeks but less than 12 weeks, the Locum Physician shall pay to the Family Physician 10% of gross income earned by services rendered in SCHEDULE A for every full week completed in excess of the initial 6 weeks.
   - **a.** Payment is to be paid in full from the Locum Physician to the Family Physician within 90 days of the end of the Term of Agreement.
   - **b.** Payment is not to exceed 750.00$/week.

12. Should the term of the contract exceed 12 weeks, the Locum Physician shall pay to the Family Physician a fixed amount of 750.00$/week per complete week completed after 12 weeks.
   - **a.** Payment is to be paid in full from the Locum Physician to the Family Physician within 90 days of the end of the Term of Agreement.

13. With respect to office and administrative staff, the Family Physician represents and warrants that the employees are those of the Family Physician and all costs of such staff shall be paid by the Family Physician.

14. 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.

15. The Locum Physician will submit all Locum Physician billings to Medicare, WorkSafe, other third parties, and/or the patients directly under the Locum Physician's Practitioner Number.

CANCELLATION

16. If the Family Physician cancels the Agreement after it is signed and finalized before the start date, a cancellation fee will be charged to the Family Physician that is to be paid in full to the Locum Physician within 30 days of receipt of the Notice to Cancel by the Family Physician:
    a. More than 6 months from the Start Date: No Cancelation fee
    b. 3-6 months prior to the Start Date: $500.00
    c. 1-3 months prior to the Start Date: $2,000.00
    d. 2-4 weeks prior to the Start Date: $5,000.00
    e. Less than 2 weeks from the Start Date: $10,000.00

17. If the Family Physician cancels the Agreement after it is signed and finalized after the start date has elapsed, a fee will be charged to the Family Physician that is to be paid in full to the Locum Physician. The fee is to be paid in full within 30 days of receipt of Notice to Cancel by the Family Physician.
    a. The Cancellation Fee amounts to $5,000.00 per week remaining in the Term.
    b. Notice to Cancel includes, but is not limited to, the Family Physician returning to provide Physician Services in any capacity as outlined in Schedule A.

IN WITNESS WHEREOF the parties have set their hands and affixed their seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of :	)	DR. TARA MURPHY M.D. PROFESSIONAL CORPORATION
_____	)	Per: _____
SIGNED, SEALED AND DELIVERED in the presence of :	)	
_____	)	_____

SCHEDULE A

PERIOD TO BE COVERED: mm/dd/year - mm/dd/year

WORK LOCATIONS: provide the office/hospital/clinic names and addresses below:
A.

B.

C.

WEEKLY SCHEDULE: Please provide a copy of schedule for the requested coverage including location, hours, and on-call obligations.