

# Sample Nurse Practitioner Locum Contract

***Between NPractitioner NP and Dr. Doctor MD***

***Location: LocumLocation***

## **LICENSE**

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

## **LOCUM PERIOD**

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

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

## **CLINICAL DUTIES**

*NPractitioner* 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 *NPractitioner's* clinical practice and approach to patient care may differ from his/her own. However, *NPractitioner* will endeavour to match the practice style of *Dr. Doctor* whenever appropriate.

At no time is *NPractitioner* 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 *NPractitioner*, 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 *NPractitioner* 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, *NPractitioner* 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**

### ***Hourly Rate***

*Payment of locum services is set at **\$xxx per hour** regardless of numbers of patients assessed, in accordance with the terms of this contract.*

*NPractitioner* 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, *NPractitioner* may charge the patient a fee at the "OMA rate". All non-OHIP billings, including WSIB submissions, will be paid to *Dr. Doctor*.

*Dr. Doctor* acknowledges that he/she will provide back up coverage to *NPractitioner* for any clinical questions he/she may have for the duration of the Locum. *Dr. Doctor* also acknowledges that he/she may not bill OHIP for any of *NPractitioner's* assessments unless *Dr. Doctor* is involved in the care of the patient.

## **FAILURE TO COMPLY**

Should *NPractitioner* 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 *NPractitioner* \$500 per day of non-compliance to offset lost income.

*NPractitioner* is not an employee of *Dr. Doctor*. *NPractitioner* 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, *NPractitioner* will be unavailable for locum coverage:

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

- **Days Away: None Booked**

NPractitioner will notify Dr. Doctor of any changes or additions to this list as soon as possible, prior to the beginning of the locum period. NPractitioner 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, 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

\_\_\_\_\_  
NPractitioner

Signed this            day of            year

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