

HOW TO USE THIS GUIDE

This informational resource serves as a starting point for discussions between host physicians and locum physicians. **It does not constitute legal, financial or professional advice.**

Physicians should seek independent legal advice before using this as a template for contract development and before signing any contract. Additionally, physicians are encouraged to review relevant policies, guidelines and regulatory or legislative requirements that may apply to their obligations.

This document provides both a detailed and simplified version of terms to form a PCPCM Locum Physician contract.

Detailed Version

A comprehensive, structured agreement for those who prefer a formal approach.

Simplified Summary

A plain-language version highlighting key points (presented in this distinct styling).

Physicians can use the summary as a starting point and refer to the detailed version for additional clarity. Using the detailed version may help streamline legal review and reduce costs.

DISCLAIMER: INFORMATIONAL RESOURCE ONLY

The Alberta Medical Association (AMA) makes every effort to ensure, but does not guarantee, that the information presented in this document is accurate, up-to-date, and applicable to all locum scenarios.

Under no circumstances will the AMA be liable for any errors, omissions, or outcomes resulting from the use of this guide. Any use of the information provided herein is at the user's own risk.

The AMA reserves the right to update, modify or remove information within this guide at any time.

PCPCM LOCUM PHYSICIAN AGREEMENT

THIS AGREEMENT dated as of the ____ day of _____, 20__.

BETWEEN: [NAME], of [ADDRESS]

HOST PHYSICIAN:

Dr. _____, a licensed physician practicing at _____
(the "Host Physician").

AND: [NAME], of [ADDRESS]

LOCUM PHYSICIAN:

Dr. _____, a licensed physician providing temporary coverage
(the "Locum Physician").

WHEREAS

- A. The Host Physician provides comprehensive, longitudinal care to a defined panel of patients under the **Primary Care Physician Compensation Model (PCPCM)** and is engaging the Locum Physician to provide temporary coverage;
- B. The Locum Physician agrees to provide services to the Host Physician's patients under the Host Physician's **PCPCM Business Arrangement (PCPCM BA)**;

NOW THEREFORE, in consideration of the terms and mutual agreements outlined below and recognizing the receipt and adequacy of such consideration, the parties agree as follows:

PCPCM LOCUM PHYSICIAN AGREEMENT

Date: ____ day of _____, 20__.

Between:

- **Host Physician:** Dr. _____, practicing at _____.
- **Locum Physician:** Dr. _____, providing temporary coverage.

The Host Physician, who provides patient care under the **Primary Care Physician Compensation Model (PCPCM)**, is hiring the Locum Physician for temporary coverage. The Locum Physician will provide services under the Host Physician's **PCPCM Business Arrangement (PCPCM BA)**.

Both parties agree to the terms outlined below.

ARTICLE 1 - TERMS OF THE AGREEMENT

1.1 The Host Physician engages the Locum Physician to provide Services for a term of **[X days/weeks/months]** commencing on **[start date]** and terminating on **[end date]** (the “Expiry Date”) unless and until terminated or extended in accordance with this Agreement.

1.2 If either party wishes to extend this Agreement, they must provide written notice to the other party at least **[X days]** before the Expiry Date to begin negotiations. Any extension of this Agreement must be in writing and signed by both parties. If an agreement is not reached on the terms of such extension, this Agreement will terminate on the Expiry Date.

TERMS OF THE AGREEMENT

- The locum agreement starts on **[start date]** and ends on **[end date]**.
- Extensions must be agreed upon in writing **[X days]** before the end date.

ARTICLE 2 - SCOPE OF SERVICES

2.1 The Locum Physician shall provide comprehensive, longitudinal primary care services, including patient encounters, indirect care and administrative duties as required and defined in the **PCPCM Ministerial Order**.

2.2. The Locum Physician shall adhere to all professional and ethical standards applicable to medical practice in the Province of Alberta.

2.3 The Locum Physician shall practice with the usual responsibilities of the Host Physician including but not limited to inbox management, treatment of staff and adherence to existing clinic policies.

SCOPE OF SERVICES

- The Locum Physician shall provide comprehensive, longitudinal primary care services, including patient encounters, indirect care and administrative duties as required and defined in the **PCPCM Ministerial Order**.
- Responsibilities include patient care, administrative tasks and adherence to clinic policies.
- The Locum Physician must follow Alberta’s medical regulations and ethical standards.

ARTICLE 3 - DAYS AND HOURS OF SERVICE

3.1 The Locum Physician will provide the Services on the days and hours outlined in Schedule “A” attached hereto. Such days and hours may be amended by written agreement of the parties.

WORK SCHEDULE

- The Locum Physician will work on the agreed-upon days and hours listed in **Schedule A**.
- Any changes must be approved in writing by both parties.

ARTICLE 4 - BILLING AND COMPENSATION

4.1 Since the Locum Physician will be using the Host Physician’s **PCPCM Business Arrangement (PCPCM BA)** to bill Alberta Health, the following payment structure applies:

4.2 Patient Encounter Payments

The Locum Physician will receive **[X%]** of all **in-basket patient encounter fees** billed under the Host Physician’s **PCPCM BA** during the term of this Agreement.

Note: The above is not a recommendation that overhead is recuperated as a % of gross billings; it is just an example. Clinics are encouraged to re-write sections of the contract to reflect their overhead recovery models. All suggestions given under Article 4 can be adapted to a clinic’s needs and structure, per agreement between Host Physician and Locum Physician.

4.3 Time-Based Payments

The Locum Physician will receive **[X%]** of all **time-based payments** submitted under the Host Physician’s **PCPCM BA**. This is inclusive of the Clinic Practice Management payments.

If the Locum Physician provides after-hours care, the Locum Physician will receive **[X%]** of the **after-hours premium of \$192.72/hour**.

4.4 Panel Payments

The Locum Physician will be entitled to **[X%]** of prorated **panel payments**.

4.5 Payment Schedule

The Host Physician shall issue payment to the Locum Physician on a **[weekly/ biweekly/ monthly]** basis, no later than **[X days]** after receiving payment from Alberta Health.

The Host Physician shall provide a detailed breakdown of billed amounts upon request.

BILLING AND COMPENSATION

The Locum Physician will be paid under the following terms:

- **Patient encounters** – **[X %]** of in-basket patient encounter fees.
- **Time-based services** – **[X%]** of time-based payments, inclusive of Clinic Management payments.
- **After-hours care** – **[X%]** of after-hours premium fees.
- **Panel payments** – **[X%]** of prorated payments.

The Host Physician shall issue payments **[weekly/biweekly/monthly]** within **[X days]** of Alberta Health payment receipt.

The Host Physician shall provide a breakdown of billed amounts, upon request.

ARTICLE 5 - RECORD KEEPING & BILLING COMPLIANCE

5.1 The Locum Physician shall maintain accurate and complete patient records in accordance with Alberta Health regulations and the College of Physicians and Surgeons of Alberta (CPSA) standards.

5.2 The Locum Physician agrees to submit billing information to the Host Physician within **[X days]** of the service date for claim submission.

5.3. Any billing errors or discrepancies shall be addressed in good faith by both parties.

RECORD KEEPING AND BILLING COMPLIANCE

- The Locum Physician must maintain accurate patient records as required by Alberta Health and CPSA.
- Billing must be submitted within **[X days]** of service to the Host Physician
- Both parties agree to resolve billing issues, including errors and discrepancies, in good faith.

ARTICLE 6 - LIABILITY AND INDEMNITY

6.1 The Host Physician agrees to indemnify and hold harmless the Locum Physician and their representatives, from any claims, losses, liabilities, or legal actions arising from:

- (a) any breach of this Agreement by the Host Physician or their representatives, or
- (b) the actions or omissions of the Host Physician or its representatives.

However, the Host Physician is not liable for any claims resulting from the Locum Physician's gross negligence, willful misconduct, or bad faith.

6.2 If the Locum Physician is named in legal action related to the Host Physician's practice without their own fault, the Host Physician will cover reasonable legal costs and expenses.

LIABILITY AND INDEMNITY

- The **Host Physician** is responsible for legal risks unless the **Locum Physician** is negligent or acts in bad faith.
- If the **Locum Physician** is involved in legal action due to the **Host Physician's** practice, the **Host Physician** will cover reasonable legal costs.
- Both parties agree to handle disputes in good faith and take appropriate professional precautions to reduce risk.

ARTICLE 7 - TERMINATION

7.1 The parties may terminate this Agreement without penalty at any time by providing the other party with **[X days]** written notice.

7.2 Upon termination of the Agreement:

(a) The Host Physician's obligations under this Agreement will end upon termination, except for any outstanding payments owed to the Locum Physician.

(b) The Locum Physician's obligations will also end, except for any duties that are expressly stated to continue or are necessary to fulfill post-termination requirements.

(c) The Locum Physician will take reasonable steps to assist in transferring patient files to another provider, with the Host Physician reimbursing any necessary and reasonable costs.

TERMINATION

- Either party may end the agreement with **[X days]** written notice.
- The Host Physician must pay any outstanding fees
- The Locum Physician will help transfer patient files if needed, with reasonable costs covered by the Host Physician.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 If a dispute arises regarding this Agreement, both parties will make reasonable efforts to resolve it through good-faith negotiations.

8.2 If the dispute remains unresolved after 30 days (**or a mutually agreed period**), either party may request mediation with a mutually acceptable mediator. Mediation costs will be shared equally.

DISPUTE RESOLUTION

- Disputes should be resolved through good-faith discussions.
- If unresolved within 30 days, both parties agree to mediation.

ARTICLE 9 - GENERAL PROVISIONS

9.1 This Agreement constitutes the entire understanding between the parties and replaces any prior agreements, representations, or discussions. Amendments must be in writing and signed by both parties.

9.2 This Agreement is governed by the laws of the Province of Alberta and applicable federal laws of Canada. Any disputes shall be resolved in the Courts of Alberta.

9.3 This Agreement will ensure to the benefit of and be binding upon the parties hereto, together with their personal representatives, successors, heirs, executors, administrators and permitted assigns.

9.4 Neither party may assign or transfer their rights or obligations under this Agreement without prior written consent from the other party.

9.5 Failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other rights under this Agreement. A waiver must be in writing and signed by the party granting it.

9.6 All rights and remedies in this Agreement are cumulative and do not limit any legal rights available to either party. The partial or single use of a right does not prevent its future use.

9.7 Headings are for convenience only and do not affect the meaning or interpretation of this Agreement. Singular terms include plural meanings and vice versa. References to legislation include all amendments and replacements. References to currency refer to Canadian dollars.

9.8 Time will be of the essence hereof.

9.9 This Agreement may be signed in counterparts, each of which is deemed an original and together constitute one binding Agreement. Electronic signatures, including scanned or digitally signed copies, are valid and enforceable under Alberta's Electronic Transactions Act (ETA).

9.10 The parties acknowledge that they have been advised to obtain independent legal advice in Alberta with respect to the execution of this Agreement and that they have obtained such advice or have waived the need for such independent advice.

GENERAL PROVISIONS

- This Agreement is the entire agreement between the parties and replaces any prior agreements or discussions. Any changes must be in writing and signed by both parties.
- This Agreement is governed by the laws of Alberta and applicable federal laws of Canada.
- This Agreement applies to and binds both parties, including their successors and permitted assigns.
- Neither party may transfer their rights or obligations without written consent from the other party.
- Failure to enforce any part of this Agreement does not waive the right to enforce it later.
- All rights and remedies in this Agreement are in addition to any legal rights available.
- Headings are for convenience only and do not affect the interpretation of this Agreement.
- Time is of the essence in this Agreement.
- This Agreement may be signed in counterparts and delivered electronically, with all copies together forming a single agreement.
- Both parties acknowledge they have had the opportunity to seek independent legal advice before signing.



IN WITNESS WHEREOF the parties hereto acknowledge and agree that they have read and understand the terms of this Agreement and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement and that they have executed this Agreement with full force and effect from the date first written above.

HOST PHYSICIAN

LOCUM PHYSICIAN

Dr. _____

Dr. _____

Signature: _____

Signature: _____

Date: _____

Date: _____

WITNESS

Name: _____

Address: _____

Occupation: _____

Signature: _____

Date: _____

SCHEDULE A - DAYS AND HOURS OF SERVICE

DAY	START TIME	END TIME	LOCATION	NOTES
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Any changes to the above schedule must be agreed upon in writing by both parties, including temporary adjustments due to operational needs.

The Locum Physician agrees to provide after-hours coverage as follows:

[Specify coverage expectations].

Compensation for after-hours services is outlined in Article 4 – Billing & Compensation.