

1. Background

In 2001, the Financial Management Board directed the Minister of Health and Social Services to ensure Health and Social Services Boards of Management implement a standardized physician contract and locum rates.

This Directive replaces the Physician Locum Remuneration Directive 2004-2 signed on October 6, 2005. For greater clarity, the Physician Locum Remuneration Directive 2004-1 signed on July 21, 2004 is also replaced by this Directive.

2. Purpose

This Directive requires that all Health and Social Services Authorities adopt the standardized Locum Tenens Contract for the payment of medical services provided by Physicians who are Locum Practitioners. The Locum Tenens Contract is attached as Appendix 1.

This Directive also requires that all Health and Social Services Authorities pay Locum Practitioners based on the rates set out in Appendix 2

Consistent application of the Standardized Contract is essential to ensure stable and predictable physician resources across the Northwest Territories and throughout the Health and Social Services System.

3. Definitions

Health & Social Services Authorities means a Board of Management established under section 10(1) or referred to in subsection 10(1.1) of the *Hospital Insurance and Health and Social Services Administration Act* or an organization, agency or firm contracted by the Department pursuant to section 18 of the *Hospital Insurance and Health and Social Services Administration Act*.

Medical Services means the following services provide by the Locum Practitioner, including any:

- a) Medical services the Locum Practitioner is qualified to provide (including office-based clinics, hospital obstetrics, surgery, anaesthesia, Emergency Room and Outpatient Department ("ER/OPD") coverage, inpatient services, call backs, out-of-home community clinics and medevacs);
- b) Administrative services (including the completion of fee-for-service claims required in paragraph 7.2 of the Contract); and
- c) Additional services or duties specified in Schedule 1 of the Contract.

MINISTERIAL DIRECTIVE

Department of Health and Social Services

Locum Tenens
Contract
2009-01

4. Exceptions

The only exceptions to the Locum Tenens Contract are:

- A. In the event of a declared health emergency, such as a pandemic, locums can be scheduled to work hours in excess of their regular shift.
 - i. Where locum practitioners are scheduled to work more than their regular daily hours, they will be compensated for every additional hour at their daily base rate divided by the regular shift hours. This does not apply to situations where the physician is on call and returns to the facility, this is paid for through the on call rate and is not considered scheduled services.
- B. Locum practitioners may be scheduled to work full days or half days. Compensation for half days will be prorated to reflect actual hours worked.

No other exceptions to the terms, conditions or payments can be made to the Locum Tenens Contract unless approved by the Minister.

Health and Social Service Authorities may submit a request in writing to the Deputy Minister of Health and Social Services for consideration of an exception to the Locum Tenens Contract.

The Minister may, upon recommendation of the Deputy Minister, approve an exception to the Locum Tenens Contract.

The Authority shall reflect the approved exception in the contract of the Locum Practitioner.

5. Length of Term

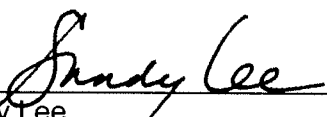
The length of the service period of a Locum Practitioner will be the period set out in Schedule 1 of the Locum Tenens Contract.

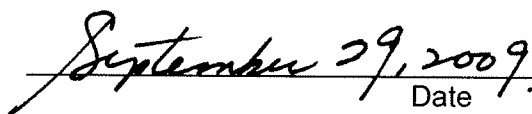
6. Amendment

This Directive may be amended in writing by the Minister from time to time.

7. Coming into Force

This Directive comes into effect on September 1, 2009.


Sandy Lee
Minister of Health and Social Services


Date

THE LOCUM TENENS AGREEMENT

THIS AGREEMENT MADE BETWEEN:

_____ **HEALTH AND SOCIAL SERVICES AUTHORITY**

Established pursuant to the *Hospital Insurance and
Health and Social Services Administration Act* of the Northwest Territories
(the "Authority")

- and -

_____ [name], a medical practitioner (the "Locum Practitioner")

WHEREAS the Authority manages, controls and operates certain health facilities owned or funded by the Government of the Northwest Territories and requires the Locum Practitioner to provide certain interim Medical Services;

AND WHEREAS the Locum Practitioner is ready, willing and able to provide certain interim Medical Services.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, including the recitals, the following definitions apply:

- 1.1. "Agreement" means this agreement, including Schedules 1 and 2.
- 1.2. "CEO" means the Chief Executive Officer of the Authority.
- 1.3. "Medical Director" means the person appointed by the CEO to be responsible for the administration, organization and management of all Locum Practitioners employed by the Authority.
- 1.4. "Insured Person" has the meaning given it in the *Medical Care Act* and *Hospital Insurance and Health and Social Services Administration Act*;
- 1.5. "Insured Services" has the meaning given it in the *Medical Care Act* and *Hospital Insurance and Health and Social Services Administration Act*;
- 1.6. "Medical Care Plan" has the meaning given it in the *Medical Care Act*;
- 1.7. "Medical Services" means the following services provided by the Locum Practitioner, including any:
 - a) medical services the Locum Practitioner is qualified to provide, including office-based clinics, hospital obstetrics, surgery, anaesthesia, Emergency Room and Outpatient Department ("ER/OPD") coverage, inpatient services, call backs, out-of-home community clinics and medevacs);

- b) administrative services (including the completion of fee-for-service claims required in paragraph 7.2); and
 - c) additional services or duties specified in Schedule 1, or such other services or duties as the Authority may from time to time direct.
- 1.8. "Non-insured Services" means Medical Services that are not Insured Services.
- 1.9. "Service Period" means the period set out in Schedule 1 for which the Locum Practitioner will provide Medical Services, which may be extended by written agreement.

2. PRINCIPLES OF INTERPRETATION

- 2.1. Headings do not affect the interpretation of this Agreement.
- 2.2. Use of the singular includes the plural and vice versa, and any use of gender includes the other gender.
- 2.3. Use of the word "including" means "including but not limited to" and the use of the word "includes" means "includes, but is not limited to", unless it is otherwise clear from the context.
- 2.4. A reference to a law refers to it as it may be applied, amended or re-enacted and in force from time to time and includes any subordinate legislation made under it.
- 2.5. A reference to a code, standard, rule, bylaw, regulation or directive issued by the Authority, a government authority or a professional association refers to it as it may be applied, amended or substituted by such body or its successor and in effect from time to time.
- 2.6. If any part of this Agreement is found to be illegal, invalid or unenforceable, the other parts will remain in force, if the Agreement as modified remains operable.
- 2.7. In case of conflict, the main body of this Agreement prevails over the Schedules, which are incorporated in this Agreement.

3. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNITY

3.1. Independent Contractor

- 3.1.1. The Locum Practitioner is an independent contractor and not an employee, servant, agent, partner or co-venturer of the Authority.
- 3.1.2. The Locum Practitioner shall not act in the name of, or on behalf of, or otherwise bind the Authority in any way, unless specifically authorized in writing to do so.
- 3.1.3. The Locum Practitioner shall be solely responsible for the remittance of all payments for statutory deductions, contributions, or assessments as may be required by law in respect of any monies paid to the Locum Practitioner under

this Agreement, including for income tax, pension plans, health care insurance, employment insurance, worker's compensation, and territorial payroll tax.

- 3.1.4. The Locum Practitioner shall not be entitled to any payments, leave, benefits or privileges from the Authority required under any legislation pertaining to employees or otherwise expected in an employer-employee relationship.
- 3.1.5. Except as provided in this Agreement, the Locum Practitioner assumes the responsibility for costs associated with the delivery of Medical Services under this Agreement, including the costs of professional registration, licenses, permits, membership dues, insurance and related costs.
- 3.1.6. The Locum Practitioner shall be free to exercise his or her own professional judgement in offering medical advice and treatment.

3.2. Vehicle & Other Insurance

- 3.2.1 The Locum Practitioner shall, without limiting the Locum Practitioner's obligations or liabilities under this Agreement, pay for and maintain during the Service Period:
 - a) Motor Vehicle Standard Liability Insurance, covering all vehicles owned or non-owned, operated or licensed by the Locum Practitioner and used by the Locum Practitioner (other than a vehicle of the Authority) in the performance of this Agreement, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death and damage to property; and
 - b) any other insurance of the type and in the amount set out in Schedule 1.
- 3.2.2 Before the Service Period begins, the Locum Practitioner shall provide to the Authority certificates of insurance evidencing the insurance required under 3.2.1 in a form satisfactory to the Authority and its insurers or advisors.
- 3.2.3 The Locum Practitioner shall provide to the Authority immediate written notice of any cancellation or material change in the insurance policies described in 3.2.1.

3.3. Indemnity

The Locum Practitioner shall indemnify and hold harmless the Authority, the Government of the Northwest Territories, any other Boards of Management of the health facilities herein and their respective officers, employees, servants, representatives, and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits, or other proceedings by whomever made, brought, or prosecuted in any manner based upon or related to the activities of the Locum Practitioner under this Agreement, including those arising from occupation of the accommodation under section 7.10.

4. TERM

This Agreement shall come into effect on the date it is signed by the last of the Parties and shall terminate at the end of the Service Period, unless extended or terminated in accordance with this Agreement.

5. SERVICES

- 5.1. The Locum Practitioner shall provide the Medical Services during the Service Period in accordance with this Agreement.
- 5.2. During the Service Period, at the locations set out in Schedule 1 of this Agreement, the Locum Practitioner shall:
- a) Give highest priority to providing Insured Services, whether or not to an Insured Person;
 - b) Promptly and accurately complete patient records;
 - c) Promptly and accurately report any suspected or diagnosed reportable or notifiable diseases in accordance with the *Public Health Act* and associated regulations and
 - d) Promptly review and attend to correspondence and medical test results and arrange for appropriate follow-up for patients.

5.3. Shadow Billing for Insured Services

Bi-weekly (or at such dates as the Authority may direct), the Locum Practitioner shall give to the Authority's designated billing clerk accurate "shadow billing" data for all Insured Services provided to Insured Persons during the Service Period in the form of completed fee-for-service claims under the Medical Care Plan or other format acceptable to the Authority. No payment to the Locum Practitioner will be based on this "shadow billing" data, which are for record purposes only.

5.4. Billing Information for Non-Insured Persons or Services

The Locum Practitioner shall promptly and accurately complete billing data for any Insured Services to persons other than Insured Persons and for any Medical Services not eligible as Insured Services provided during the Service Period in a format acceptable to the Authority and, unless otherwise directed, give it to the Authority's designated billing clerk for the Authority's billing purposes. No payment to the Locum Practitioner will be based on this billing data.

5.5. Service Locations

The Locum Practitioner shall provide the Medical Services at the health facilities set out in Schedule 1 and at such other of the Authority's health facilities as the Authority may from time to time direct.

5.6. Compliance with Laws & Standards

5.6.1 The Locum Practitioner shall provide Medical Services under this Agreement in accordance with:

- a) Applicable Laws, including the *Medical Profession Act*, *Medical Care Act*, *Hospital Insurance and Health and Social Services Administration Act*, and their regulations;

- b) Applicable bylaws at the health facility;
- c) Applicable standards, policies and directions that apply at the health facility;
- d) The terms, conditions and limitations imposed in a grant of privileges to a health facility to the Locum Practitioner;
- e) Professional ethics; and
- f) The care, skill and diligence of a competent medical practitioner with similar training or qualifications.

6. SCHEDULING

- 6.1. At all times during the Service Period, the Locum Practitioner represents that the Locum Practitioner has not committed to and will not engage in any other work or activity that will interfere with the availability of the Locum Practitioner to provide Medical Services set out in this Agreement or as otherwise agreed from time to time.
- 6.2. The Locum Practitioner shall provide reasonable written notice of any proposed non-emergency absence during a period set out in Schedule 1 or as otherwise agreed from time to time. The Authority shall not unreasonably refuse to accommodate such an absence providing it is for reasons other than the Locum Practitioner performing outside work or activity.
- 6.3. The Locum Practitioner shall use best efforts to provide to the Authority immediate verbal or written notice of the Locum Practitioner's unavailability for scheduled work by reason of illness, incapacity, or emergency.
- 6.4. The Locum Practitioner shall not be paid for days the Locum Practitioner is not available for scheduled work.
- 6.5. The Locum Practitioner shall not be entitled to payment for days during which the Locum Practitioner's permit or licence to practice medicine is invalid.

7. RATE OF PAY AND COMPENSATION FOR SERVICES

- 7.1. The Authority shall pay the Locum Practitioner for Medical Services performed under this Agreement, based upon the rates set out in Schedule 2.
- 7.2. Notwithstanding that the Locum Practitioner is not engaged in fee-for-service practice, the Locum Practitioner shall, for statistical and management purposes, complete fee-for-service claims under the Medical Care Plan for any and all Medical Services rendered while working under this Agreement.

7.3. Rates of Pay & Payment

In the absence of a written request by the Authority or the Locum Practitioner for invoicing by the Locum Practitioner, the Authority shall pay the Locum Practitioner for Medical Services performed under this Agreement based on the Authority's records.

7.4. No Billing in Own Name for Non-Insured or Insured Services

The Locum Practitioner shall neither claim nor accept any payment under the Medical Care Plan or from any person, either directly or indirectly, for any Insured Services or Non-Insured Services provided under this Agreement. The Authority may deduct the amount of payment from any amount otherwise payable to the Locum Practitioner under this Agreement if the Locum Practitioner does claim or accept payment in contravention of this section.

7.5. Hold Back for Non-Performance

If the Locum Practitioner fails to maintain, complete or give any data or records required under this Agreement in a timely and accurate manner, the Authority may hold back payments otherwise due to the Locum Practitioner until the Locum Practitioner fulfills those requirements.

7.6. Work-related Expenses

7.6.1 The Authority shall reimburse the Locum Practitioner for the following expenses, provided the expenses have been approved in writing in advance by the Authority and are supported by original receipts, where issued, enclosed with the Locum Practitioner's invoice to the Authority:

- a) Travel expenses between designated work locations in different communities in accordance with section 7.8.4, and
- b) Other work-related expenses.

7.7. GST Not Chargeable to the Authority

7.7.1. The Authority certifies that the services and property purchased by the Authority from the Locum Practitioner are being purchased with government funds and are not, therefore, subject to the Goods and Services Tax (the "GST").

7.7.2. Even though the Locum Practitioner will not charge the GST, the Locum Practitioner may be eligible to receive input tax credits with respect to any GST liability incurred by the Locum Practitioner in providing the services and property if such a refund would be available in other circumstances. It is the sole responsibility of the Locum Practitioner to determine if input tax credits are available in respect of the provision of property and services to the Authority. The Authority will not compensate the Locum Practitioner for any GST liability incurred in the provision of service and property to the Authority.

7.8. Travel Expenses

7.8.1 Provided expenses have been approved in writing in advance of travel and are supported by proof of original receipts where issued, and enclosed with the Locum Practitioner's invoice to the Authority, the Authority shall reimburse the Locum Practitioner for travel expenses as set out in this section.

7.8.2 The Authority shall reimburse the Locum Practitioner, in accordance with section 7.8.4, for travel expenses from the Locum Practitioner's place of residence to the community in the Northwest Territories specified by the Authority.

7.8.3 The Authority shall reimburse the Locum Practitioner, in accordance with section 7.8.4, for travel expenses involved in returning to the Locum Practitioner's place of residence from the location the Locum Practitioner concluded the Service Period under this Agreement, as specified by the Authority. Upon written request of the Locum Practitioner and at the Authority's discretion, the Authority may instead reimburse expenses for travel to an alternate destination, provided that expenses reimbursed shall not, in any case, be greater than those to return the Locum Practitioner to his/her place of residence.

7.8.4 The Authority shall reimburse to the Locum Practitioner the following expenses for travel described in sections 7.6.1 a), 7.8.2 and 7.8.3:

a) Transportation by either:

- i) Economy class airfare or surface carrier transportation, and taxi or shuttle service between accommodation and airport or other carrier depot; or
- ii) Kilometre Rates at current rates paid by the Government of the Northwest Territories to its own employees, to a maximum equivalent of lowest economy airfare available on the day before the Service Period starts, and

b) Hotel accommodation

7.8.5 For each one-way trip to or from the Locum Practitioner's place of work under this Agreement (at the beginning and end of the Service Period) the Authority shall provide compensation to the Locum Practitioner in lieu of time and incidental expenses, regardless of mode of travel, calculated by multiplying the base daily rate payable to the Locum Practitioner in Schedule 2 by:

- a) $\frac{1}{2}$ day for travel between the Northwest Territories (NWT) or between Alberta, Yukon or Nunavut;
- b) 1 day for travel between the NWT and British Columbia and points east to Ontario; or
- c) actual travel time, not to exceed 2 days.

7.8.6 For greater certainty, expenses for meals, tips, and other incidentals during travel are not reimbursable by the Authority.

7.9 Personal Expenses

The Locum Practitioner shall be solely responsible for all living and personal expenses, including meals, sundries, and telecommunications charges for personal use. The Authority may set-off from any payment owing to the Locum Practitioner under this Agreement any personal expenses of the Locum Practitioner charged to the Authority.

7.10 Accommodation

- 7.10.1 The Authority shall provide furnished accommodation for the Locum Practitioner for the Service Period to the standard of a single person living unit.
- 7.10.2 The Locum Practitioner shall, prior to occupancy in the accommodation referred to in 7.10.1, provide the Authority with a certificate of insurance evidencing proof of tenants insurance coverage, including coverage for personal liability arising out of occupancy in the accommodation, or equivalent coverage. The personal liability limit under such insurance shall not be less than \$1,000,000.
- 7.10.3 The Locum Practitioner shall promptly report any damages, losses or failures in relation to the accommodation as they occur. The Locum Practitioner may be charged replacement costs for damages or losses.
- 7.10.4 Upon the expiration or termination of the Service Period, the Locum Practitioner shall return all keys, appliances, furnishings and equipment associated with the Accommodation in the state provided, reasonable wear and tear excepted. The Authority may set-off from any payment owing to the Locum Practitioner under this Agreement replacement or repair costs of the premises or related property not returned or returned damaged.
- 7.10.5 Costs incurred by any additional occupants of the accommodation during the occupancy of the Locum Practitioner are the sole responsibility of the Locum Practitioner.

8. QUALIFICATIONS, PROFESSIONAL LICENSING AND INSURANCE

8.1. Representations as to Qualifications

The Locum Practitioner represents and warrants that:

- 8.1.1. Any description provided by the Locum Practitioner to the Authority of the Locum Practitioner's qualifications, professional experience and abilities is accurate; and
- 8.1.2. The Locum Practitioner has not failed to disclose to the Authority and to the Registrar of Professional Licensing any suspension or revocation of a licence or permit to practice medicine in any jurisdiction.

8.2. Continuing Representations as to Professional Licensing and Insurance

- 8.2.1 At all times during the Service Period, the Locum Practitioner represents and warrants that:
- a) The Locum Practitioner is registered and licensed under the *Medical Profession Act* to practice medicine in the Northwest Territories;
 - b) No restriction or condition on the Locum Practitioner's licence or permit imposed under the *Medical Profession Act* limits or restricts the

Locum Practitioner from providing the Medical Services under this Agreement;

- c) The Locum Practitioner is a member in good standing and maintains professional liability insurance or equivalent coverage with the Canadian Medical Protective Association in a category appropriate for the Medical Services provided under this Agreement;
- d) Unless Schedule 1 states a specific privilege is not required for a specific health facility, the Locum Practitioner has the privileges to admit patients to, to attend and treat patients in and to use the resources of each health facility set out in Schedule 1 and has no terms, conditions or limitations on those or other related privileges that would limit or restrict the Locum Practitioner from providing the Medical Services under this Agreement;
- e) The Locum Practitioner has the additional certifications or qualifications as may be set out in Schedule 1; and
- f) If the Locum Practitioner drives any vehicle owned or operated by the Authority, the Locum Practitioner has a valid driver's licence for driving such a vehicle and will operate or use the vehicle only for work-related purposes under this Agreement and not for personal use.

8.3. Professional Licensing, Insurance, and Notice of Changes

8.3.1. Before the Service Period begins, the Locum Practitioner shall provide to the Authority proof of:

- a) licence or permit under the *Medical Profession Act*;
- b) adequate insurance coverage from the Canadian Medical Protective Association; and, if applicable,
- c) any health facility privileges granted by a Board of Management other than the Authority.

8.3.2. The Locum Practitioner shall promptly deliver such documents and execute such consents as the Authority may request from time to time to verify the accuracy of the representations and warranties made by the Locum Practitioner pursuant to this Agreement.

8.3.3. The Locum Practitioner shall provide to the Authority immediate written notice of any cancellation, suspension, imposition of conditions or other change in the Locum Practitioner's licences, permits, memberships, insurance or privileges referred to in section 8.2.

8.4. Health Facility Privileges

Nothing in this Agreement limits a Board of Management, including the Authority, or its officers from exercising its duties or rights under the *Hospital Insurance and Health and Social Administration Act*, including those pertaining to the grant of privileges pursuant to sections 21 and 23 of the *Hospital and Health Care Facility Standards Regulations*, the renewal or revocation of such privileges, or the

imposition of any terms, conditions, limitations on any privileges granted. Privileges to any health facility shall not be deemed to have been granted by this Agreement.

9. CONFIDENTIALITY

9.1. The Locum Practitioner shall ensure information of a confidential nature relating to the affairs of the Authority shall be treated as confidential, and shall not be released or published by the Locum Practitioner without the written consent of the Authority or unless otherwise authorized by law.

9.2. The Locum Practitioner shall ensure that any information relating to the health of patients or to the provision of Medical Services to patients shall be treated as confidential in accordance with the prevailing laws, professional codes of conduct and conventions governing patient/physician confidentiality in the Northwest Territories.

9.3. No Property Rights to Patient Records

The Locum Practitioner shall have no property rights of any kind in any medical or other records relating to patients, including patient name and contact information, provided to or obtained, created or amended by the Locum Practitioner under this Agreement.

9.4. Consents to Use Personal Information

Records in the custody or under the control of the Authority may be subject to the *Access to Information and Protection of Privacy Act* and other laws governing privacy of personal information and maintenance of records. The Locum Practitioner consents to the collection, retention, use and disclosure of information about the Locum Practitioner in this Agreement and in any records in the custody or under the control of the Authority as may be required:

- a) To perform this Agreement, including any outsourcing of information by the Authority to the Government of the Northwest Territories or other third party suppliers of information processing services to the extent necessary to provide such services;
- b) To verify the accuracy of representations and warranties under this Agreement; and
- c) For any purpose required or permitted by law.

10. TERMINATION AND SUSPENSION

10.1. The Authority may terminate this Agreement immediately by giving the Locum Practitioner written notice if:

- a) before the Service Period commences, the Locum Practitioner has not provided proof of the documents required in section 8.3.1 and does not obtain or is denied privileges from the Authority for any health facility set out in Schedule 1;
- b) privileges from any health facility have been revoked or substantially limited;

- c) the Locum Practitioner's licence or permit to practice medicine is suspended or revoked or otherwise not in effect, whether temporarily or permanently, under the *Medical Profession Act*; or
- d) The Locum Practitioner breaches any representation or warranty in this Agreement.

10.2 Either party may terminate this Agreement by giving the other party no less than 15 days written notice and specifying the date of the termination, if the other party:

- a) commits any material breach of this Agreement and fails to remedy the breach within 14 days of a written request; or
- b) is repeatedly in breach of this Agreement and has been provided with three written notices of separate breaches of the same or different provisions.

10.3 The Authority may terminate this Agreement by giving the Locum Practitioner written notice equal to half the Service Period remaining to a maximum of 90 days if the medical programs or services provided by the Authority are reduced or the health facilities managed, controlled and operated by the Authority set out in Schedule 1 are made unavailable for any reason.

10.4 The Authority may give pay in lieu of notice or a combination of pay and notice equal to the notice period required to terminate this Agreement under section 10.2 or 10.3.

10.5 Suspension

If a condition in section 10.1 applies, the Authority may, by giving written notice to the Locum Practitioner, immediately delay the commencement of the Service Period or suspend the Medical Services, in whole or in part, without prejudice to the Authority's right to terminate this Agreement.

10.6 No Further Obligations

Where the Authority has terminated this Agreement, delayed the commencement of the Service Period or suspended Medical Services in accordance with this Agreement, the Locum Practitioner shall have no claim against the Authority other than for payment for Medical Services performed and expenses allowed under this Agreement.

10.7 No Exercise of Privileges Unless Service Period in Effect

Notwithstanding a grant by the Authority to the Locum Practitioner of privileges to a health facility as set out in Schedule 1 in contemplation of this Agreement, the Locum Practitioner is not entitled to exercise those privileges in that health facility during a suspension under 10.5 or when the Service Period of this Agreement is not in effect.

10.8 Return of Property

Upon expiry or termination of this Agreement, the Locum Practitioner shall return to the Authority all property of the Authority, including keys, telecommunication devices, dictaphones, passes, documentation, and confidential records. The Authority may set-off from any payment the amount owing to the Locum Practitioner under this

Agreement replacement or repair costs of any property not returned or returned damaged.

11. SURVIVAL CLAUSES

The provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement (including section 3.3 "Indemnity", section 9 "Confidentiality", section 10.7 "No Exercise of Privileges", and section 10.8 "Return of Property) shall survive any termination or expiration of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with applicable laws of the Northwest Territories and Canada

13. NO ASSIGNMENT, SUBCONTRACTING, OR SUBLETTING

13.1 The Locum Practitioner may not:

- a) assign or transfer any of the Locum Practitioner's rights or obligations;
- b) subcontract or delegate any Medical Services requiring the Locum Practitioner's professional expertise; or
- c) sublet accommodation under this Agreement

without the prior written consent of the Authority, which may be withheld for any reason.

13.2 The Authority may assign or transfer its rights or obligations under the Agreement without further consent by giving written notice.

14. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

15. WAIVER OF RIGHTS

A waiver of any right under this Agreement is only effective if it is in writing and to the circumstances for which it is given.

16. NOTICES

16.1 Unless otherwise stated in this Agreement, any notice or other communication required under this Agreement must be in writing and addressed as follows:

If to the Authority:

Attention: [position] _____

Fax: _____

Phone: _____

If to the Locum Practitioner:

Unless delivered personally, to the Locum Practitioner at the accommodation supplied to the Locum Practitioner under this Agreement during the Service Period, or at the address stated in Schedule 1 before or after the Service Period, or such other contact or address as one party notifies the other in writing.

16.2 With the exception of such notices under section 10, notices must actually be received.

16.3 Notices under section 10 addressed in accordance with section 16.1 shall be deemed received:

- a) if delivered personally or by pre-paid recorded delivery and left with a receptionist or responsible employee of the party, on the day of delivery;
- b) if mailed, five days from the date of posting unless there is a mail disruption in which case it must actually be received;
- c) if faxed, and confirmed by telephone or by mailing a copy within 24 hours, on the day of transmission, provided that if deemed received occurs after business hours (8:30 am to 5 pm, Monday to Friday, excluding public holidays in the Northwest Territories), the notice will be deemed to have been received on the first business hour thereafter.

17. TIME

Time is of the essence with regard to times, dates, and periods specified in or under this Agreement or as may be altered or extended by agreement.

18. ENTIRE AGREEMENT

This Agreement, including the Schedules, contains the whole agreement between the parties and supersedes all prior and collateral arrangements understandings, agreements, proposals, discussions, representations and warranties, whether express or implied, oral or written, between the parties relating to the subject matter of this Agreement, except as specifically set out in this Agreement, including any made in, in support of, or with respect to an application for privileges to any health facility.

AS WITNESS, the parties or their duly authorized representatives have executed this Agreement on the dates below.

THE LOCUM PRACTITIONER:

Witness: _____

By: _____

Printed: _____

Printed: _____

Date: _____

[name of AUTHORITY]:

Witness: _____

By: _____

Printed: _____

Printed: _____

Date: _____

Attached to and forming part of the **Locum Tenens** Agreement between (name) as the "Authority" and (name) as The "Locum Practitioner."

DETAILS AND ADDITIONAL TERMS

The Locum Practitioner's full name Dr. _____

"Service Period" (s.1)

Additional Qualifications and Certifications (s. 8.2.1 e))

Health Facilities (s. 5.5)

Name and Address of Facility

Managing Board of Management

1. **Privileges not required** for the following Health Facility (s.8.2.1 d))
2. **The Locum Practitioner shall:**
 - a) Do regular rounds to care for inpatients at the above-noted health facility that is a hospital.
 - b)
3. **Scheduling** (s.6)
4. **Additional insurance** (s.3.2.1 b)):
5. **The Locum Practitioner's address** for Notices before or after the Service Period (s.16.1)

_____/_____
(initials)

SCHEDULE 2

Attached to and forming part of the Locum Tenens Agreement between [name] as the "Authority" and [name] as the "Locum Practitioner".

RATE OF PAY AND COMPENSATION (s.7.1)

Dr. _____ shall be an independent contractor to the _____ Health and Social Services Authority, and will reside in the community of _____ which is a Level _____ community under the NWT Health Centre Classification System.

The base daily rate is \$.

Where on call coverage is required, the daily on call rates are:

\$ per week day
\$ per weekend day and Statutory holidays

Each on call period lasts for 24 hours.

_____/_____
(initials)

LOCUM TENENS CONTRACT FEE SCHEDULE

This schedule is not to be included in or attached to any locum tenens contract.

The Authorities applying Rate A until March 31, 2012 are: Hay River Health and Social Services Authority; Sahtu Health and Social Services Authority; Fort Smith Health and Social Services Authority.

The Authorities applying Rate B until March 31, 2012 are: Stanton Territorial Health Authority, Yellowknife Health and Social Services Authority (including services to the Tli Cho), Deh Cho Health and Social Services Authority, Beaufort-Delta Health and Social Services Authority.

Health Centre Classification	Physician	Availability	Authority-Wide Rate A	Authority-Wide Rate B
Level B	FP	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$1,100	\$1,293
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
Level C	FP	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$1,000	\$1,175
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
Level D	FP3&4	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$1,050	\$1,234
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
	FPA/FPS	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$1,250	\$1,469
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
Level E	FP2	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$ 900	\$ 1,058
	FP3	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$ 1,000	\$ 1,175
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
	FPA	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$1,200	\$1,410
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
	General Hospitalist	Daily Rate per Session	\$1,200	\$1,410
		On-Call per weekday	\$ 400	\$ 200
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 600	\$ 300
	Emergency	Daily Rate - 8 hr. shift	\$1,100	\$1,293
		Daily Rate - 9 hr. shift	\$1,200	\$1,410
		Daily Rate - 12 hr. shift	\$1,600	\$1,880
	Specialist	Basic Rate – 8 hrs. as agreed to in Schedule 2	\$1,550	\$1,821
		On-Call per weekday	\$ 800	\$ 400
		On-Call per Saturday, Sunday and Stat. Holidays	\$ 1,200	\$ 600

FP = Family Practitioner

FPA = Family Practitioner Anaesthesia

FPS = Family Practitioner Surgery

Notes:

Locum family practitioners practising in a health centre in a community with a population of less than 2,000 will be compensated at a Level B daily rate.

Locum family practitioners practising in a Level C health centre in a community with a population greater than 2,000 will be compensated at a Level B daily rate when working as a sole service provider for periods greater than two weeks.