**LOCUM/GP CONTRACT — INDEPENDENT CONTRACTOR**

**THIS CONTRACT** is between ("the practice")

**AND** ("the locum")

 Medical Council Reg No: ..................................................

 MPS or other Indemnity Provider No: ..................................................

**IT IS AGREED AS FOLLOWS:**

**1. *Period of Contract***

 This contract shall be for the period from to (both inclusive), provided that either party may terminate this contract on giving week’s written notice to the other.

**2. *Independent Contractor Relationship***

 The locum/GP shall be an independent contractor and the locum/GP acknowledges that he/she is not an employee of the practice and will be responsible for his/her own accident compensation levies and income tax arrangements in relation to payments made under this contract.

**3. *Hours***

 The locum/GP's hours for carrying out the services under this contract shall be:

**4. *On Call Requirements***

 The locum/GP agrees to make himself/herself available for the following on call requirements:

**5. *Relationships with Others in the Practice***

 The locum/GP's responsibilities in relation to partners and staff of the practice are:

1. Partners/Associates

1. Practice Manager

1. Receptionists/Practice Nurses

**6. *Continuing Medical Education***

 The locum/GP undertakes to participate in continuing medical education, which may consist of either or both:

1. reaccreditation with the Royal New Zealand College of General Practitioners; or
2. peer review.

**7. *Basis of Payment***

 (a) The practice will pay the locum/GP at the rate or rates of payment specified below:

 $ per morning session

 $ per afternoon session

 $ per night session

 $ per weekend

 $ per week

 $ per on call session

 (The above rate(s) is/are GST exclusive)

(b) the locum/GP will provide an invoice to the practice at or about the beginning of each calendar month for his/her services during the immediately preceding calendar month or part month. If the locum/GP is GST registered, the invoice will be a tax invoice.

1. The practice will pay the locum/GP's monthly account within 14 days of receipt of each monthly invoice.

**7A. *Alternative Basis of Payment***

 (a) The practice will pay the locum/GP whichever is the greater of:

 (1) $............(GST exclusive) per calendar month (or pro rata in the case of services provided for only part of a calendar month); or

 (2) .......% of gross fees charged by the locum/GP per calendar month -

 in accordance with the following provisions of this clause.

(b) The locum/GP will provide an invoice to the practice at or about the beginning of each calendar month for his/her services during the immediately preceding calendar month or part month. If the locum/GP is GST registered, the invoice will be a tax invoice.

(c) Subject to subclause (d) of this clause and to clause 8, the practice will pay the locum/GP's monthly account within 14 days of receipt of his/her invoice.

(d) Where, and to the extent that, the locum/GP's bill relates to any service(s) for which payment is to be received from a District Health Board or the Accident Rehabilitation and Compensation Insurance Corporation the practice may, at its reasonable discretion, defer making payment for such services pending receipt of the monies from whichever of those entities is responsible for making the payment.

**8. *Estimates of Payments Due***

Nothing in clause 7 or, as the case may be, clause 7A shall prevent the practice from calculating and paying the amount which it estimates will be due to the locum/GP before receipt of his/her invoice. In such event, the practice will give the locum/GP such reasonable access to its books as may be necessary for the purpose of satisfying himself or herself of the correctness of the calculation and payment.

**9. *Locum/GP's Responsibilities***

 The locum/GP will:

 (a) Abide by the NZMA Code of Ethics.

 (b) Not disclose to any other person any confidential information about the practice.

(c) Keep and render to the practice accurate accounts of all professional visits paid and all patients attended and all other business done by him/her for the practice and of all monies he/she shall have received or paid on the practice's account and forthwith pay any monies so received to the practice.

 (d) Not attend any of the practice's patients otherwise than on the practice's behalf and as a locum/GP.

 (e) Attend all cases promptly and exercise all reasonable care and skill in the treatment given and prescribed.

(f) Comply with all proper requirements of the Ministry of Health, District Health Board, or any other body as to claims for payment of fees and any other matter, and to that end the practice shall give the locum/GP such details of the claims and payments procedures and any other requirements relevant to the locum/GP's practice which apply between the practice and any such body as may be necessary to enable the locum/GP to familiarise himself/herself with such procedures and requirements.

 (g) Hold and maintain an annual practising certificate.

 (h) Join and maintain membership of, the Medical Protection Society or other medical indemnity provider.

1. Vulnerable Children Act 2014
	1. Where employers are required under the Vulnerable Children Act 2014 to safety check staff who will have contact with children, the parties agree that the Locum/GP will be required to undergo such checks as prescribed by Regulation.  This may include both vetting and screening processes.  A Locum/GP who refuses to participate in the required safety checks or who does not pass such required screening may have their contract terminated.
	2. If a New Zealand Police Vetting check has been conducted on the Locum/GP but has not been completed, the Locum/GP agrees not to treat any person under the age of 18 unless they are accompanied by a parent, caregiver, guardian or a senior staff member.

**11. R*estraint of Trade Clause***

The locum/GP agrees not, for a period of one year after the determination of this contract, to treat as a medical practitioner, either on his or her own account or in a firm or as an employee or locum/GP of another medical practice, any person whom he or she has treated while engaged in the practice except for his/her immediate relations, nor will he/she solicit, procure, direct or otherwise be instrumental in the diversion of any patients from the practice to any other practice.

**12. *No Partnership***

 Nothing in this contract shall entitle or expose either party to any of the rights or liabilities of a partner nor constitute the relationship of partners between them.

**13. *Disputes***

 Any dispute concerning the interpretation or operation of this contract shall, if the parties agree, be referred to mediation with the assistance of a senior medical practitioner. In the event that the parties fail to reach such contract or in the event that the dispute cannot be resolved by mediation, the dispute shall be referred to a single arbitrator to be agreed upon by the parties or, failing such contract, to be appointed by the Chairperson for the time being of the New Zealand Medical Association, such arbitration to be conducted under the Arbitration Act 1908 or any other enactment from time to time amending or replacing that Act.

**14. *Special Conditions***

 **DATED:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **SIGNED** by the locum/GP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **SIGNED** on behalf of the practice\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_