

SCHEDULE B-1

THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

ATTENDING PHYSICIAN AGREEMENT City of London – Dearness Home

THIS AGREEMENT with effect as of the [REDACTED] day of [REDACTED], 20[REDACTED]

B E T W E E N:

[REDACTED]
("Attending Physician")

- and -

The Corporation of the City of London
("City")

WHEREAS the City operates a long-term care home known as the Dearness Home located at 710 Southdale Road East in the City of London;

AND WHEREAS all residents of the Home require the services of an attending physician (or a registered nurse in the extended class);

AND WHEREAS subsection 82(2) of Regulation 79/10 under the *Long-Term Care Homes Act* provides that the resident or the resident's substitute decision-maker may retain a physician (or a registered nurse in the extended class), and where the resident or substitute decision-maker does not retain a physician (or a registered nurse in the extended class), the City shall appoint one for the resident;

AND WHEREAS the attending physician is the physician of record with the responsibility to provide care to individual residents within the Home;

AND WHEREAS the *Long-Term Care Homes Act, 2007* ("Act") requires that there be a contract between the City and the attending physician;

AND WHEREAS the Attending Physician wishes to enter into an Agreement with the Home to perform the services described below;

NOW THEREFORE in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1.0 OBLIGATIONS OF THE CITY

Copies of Legislation / Policies

1.1 The City shall make available to the Attending Physician copies of applicable legislation and policies, including:

- *Long-Term Care Homes Act, 2007*;
- Regulation 79/10 made under the *Long-Term Care Homes Act*;
- Policy to Promote Zero Tolerance of Abuse and Neglect of Residents;
- Policy to Minimize the Restraining of Residents;
- Policy – Doors leading to secure outside areas – unsupervised access;
- Policies and Protocols for the Medication Management System;
- Policy to Govern Changes in Administration of a Drug;
- Policy to Govern Sending a Drug with Resident;
- Policy – Natural Health Products;
- Applicable Dearness Home Nursing policies.

Access to the Dearness Home

1.2 The City shall provide the Attending Physician with access to the Dearness Home in carrying out his/her obligations under this Agreement.

Indemnification

1.3 The City agrees to indemnify and save harmless the Attending Physician from any claims, demands, damages or actions brought against the Attending Physician in relation to, or arising from, the provision of services by employees of the City, except where such claims, demands, damages or actions are the result of the Attending Physician's negligence.

2.0 REPRESENTATIONS, WARRANTIES, and OBLIGATIONS OF THE ATTENDING PHYSICIAN

Member of College of Physicians and Surgeons of Ontario

2.1 The Attending Physician represents and warrants that he/she is a physician, and that he/she is a member of the College of Physicians and Surgeons of Ontario.

2.2 The Attending Physician shall at the commencement of the term and annually thereafter, provide the City and the Medical Director with evidence that he/she is a member in good standing of the College of Physicians and Surgeons of Ontario.

Hospital Privileges

2.3 The Attending Physician shall have hospital privileges in a local community hospital.

No Medical Services To A Resident Unless Retained or Appointed

2.4 The Attending Physician shall not provide medical services to a particular resident unless:

- (a) the Attending Physician has been retained by the resident or the resident's substitute decision-maker; or
- (b) where the resident or substitute decision-maker has not retained an Attending Physician or registered nurse in the extended class, the Attending Physician has been appointed by the City, in consultation with the Medical Director, the resident and the resident's substitute decision-maker.

Accountable to Medical Director

2.5 The Attending Physician shall be accountable to the Medical Director for meeting the Dearness Home's policies, procedures, protocols and standards for medical services; including those set out in Appendix A, which is attached hereto and forms part of this Agreement.

Appendix A Obligations

2.6 The Attending Physician shall fulfill the obligations set out in Appendix A.

Assess, Plan, Implement, Evaluate Resident's Medical Care

2.7 The Attending Physician shall assess, plan, implement and evaluate the resident's medical care, develop a medical plan of treatment for the resident and participate in the interdisciplinary approach to care.

Document on Resident's Health Record

2.8 To maintain continuity and ongoing evaluation of all medical services as these relate to clinical diagnosis, the Attending Physician shall document on the resident's health record upon the resident's admission to the Dearness Home and upon each subsequent visit with the resident where medical services are provided.

On-Call Coverage

2.9 The Attending Physician shall endeavour in good faith to provide or make arrangements for reasonable on-call coverage for residents for whom he or she provides medical care.

Available Emergency Medical Service – Not Available for On-Call

2.10 The Attending Physician shall advise the City of available emergency medical services when the Attending Physician is not personally available to be on-call.

Participation on Committees

2.11 The Attending Physician shall, where possible, participate on committees as requested by the Medical Director or Administrator (e.g. continuous quality improvement, pharmacy and therapeutics, infection control, professional advisory, medical records committees, etc.), so long as there is agreement between the Attending Physician and the Medical Director or Administrator that such participation is necessary or appropriate.

Notify Administrator – If Not Available to Care for Resident

2.12 The Attending Physician shall forthwith notify the Administrator and Medical Director in the event that he or she is no longer available to care for a resident, so that the City can arrange for alternative medical coverage.

Indemnify – Save Harmless

2.13 The Attending Physician agrees to indemnify and save harmless the City from any claims, demands, damages or actions brought against the City or the City's employees directly or in-directly relating to the provision of, or failure to provide, services by the Attending Physician's medical professional duties under this Agreement. The City agrees to provide prompt written notice of any claims that might give rise to such liability and give the Attending Physician the opportunity to retain his own counsel to defend such claims.

Malpractice Protection

2.14 The Attending Physician shall obtain and maintain in full force and effect during the term of this Agreement current and valid malpractice insurance protection through the Canadian Medical Protective Association.

Medical Directives or Orders – Not Unless Individualized to Resident

2.15 The Medical Director shall ensure that no medical directive or order is used with respect to a resident unless it is individualized to the resident's condition and needs.

Term

2.16 This Agreement shall remain in effect for three years from the effective date set out on the first page of this Agreement, or until either one of the parties gives 60 days' written notice to the other party to terminate or renegotiate the Agreement. If there is a fundamental breach of this Agreement by the Attending Physician or by the City, this Agreement may be terminated immediately by the party not in default of the Agreement.

Access to Medical Records

2.17 The Attending Physician shall be permitted access to such Medical Records as he/she may require from time to time and in accordance with the *Personal Health Information Protection Act*. Subject to the requirements of the *Personal Health Information Protection Act*, on death or discharge of a resident the City will make the records of the patient available to the Attending Physician to allow for reproduction of the Attending Physician component of the record.

Independent Contractor

2.18 The City and the Attending Physician agree that the relationship between them under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Attending Physician as an employee or partner of the City for any purpose whatsoever. The Attending Physician shall be solely responsible for the withholding and payment of taxes, premiums, contributions and remittances of any nature, including any interest or penalties or other amounts, required by any applicable governmental authorities.

3.0 General

Prior Agreement

3.1 This Agreement supersedes and takes the place of all prior agreements entered into by the parties with respect to medical services.

Circumstances Beyond the Control of Either Party

3.2 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Licensee's negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

Waiver of Breach by City – Without Prejudice

3.3 Any waiver by the City of any breach of any provisions of this agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

Headings

3.4 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, as of the date first written above.

Attending Physician:

Witness:

Address

CPSO Number

The Corporation of the City of
London, per:

Witness

Name

Title

APPENDIX A

Physical Examinations

1. The Attending Physician shall:
 - (a) Conduct a physical examination of the resident within seven (7) days of the resident's admission;
 - (b) Conduct an annual physical examination of the resident annually after admission; and
 - (c) Produce a written report of the findings of the physical examinations.

Regularly Attend at Dearness Home

2. The Attending Physician shall attend regularly at the Dearness Home to provide medical services, including assessments.

Participate in Provision of After-Hours Coverage / On-Call Coverage

3. The Attending Physician shall participate in the provision of after-hours coverage and on-call coverage.

Medication, Diet, Treatment Orders

4. The Attending Physician shall complete medication, diet and treatment orders upon notification of the resident's admission, and within seven (7) days of the resident's admission. Medical directives or orders shall be individualized to the resident's conditions and needs.

5. The Attending Physician shall review the resident's diet, medications, treatments, orders at least every three (3) months, and update progress notes at least once every month.

Visit Residents

6. The Attending Physician shall visit residents as frequently as deemed necessary by the resident's health status.

Counter-Sign Verbal Orders / Directions / Lab Reports

7. The Attending Physician shall counter-sign all verbal orders/directions and laboratory reports, within 30 (thirty) days.

Comply with Legislation

8. The Attending Physician shall comply with applicable provincial legislation.

Resident / SDM Participation – Medical Care Plan

9. The Attending Physician shall provide an opportunity for the resident or their substitute decision-maker to participate fully in the development and revision of the resident's medical care plan.

Communicate with Resident etc.; Progress Notes

10. The Attending Physician shall communicate with the resident, resident's family and/or substitute decision-maker (as appropriate) and provide information to them regarding the resident's health status. The Attending Physician shall complete documentation and keep progress notes of such communication.

Referrals

11. The Attending Physician shall refer residents to the appropriate medical consultants and/or other health practitioners (i.e. physiotherapists, occupational therapists, social workers, speech therapists etc.,) when required.

Arrangements – Admission to Hospital or Alternate Facility

12. Where the physical or mental condition of a resident is such that the resident cannot properly be cared for in the Dearness Home, the Attending Physician shall document such and shall attempt to arrange for the resident to be admitted to a general hospital or an appropriate alternate facility that is best suited to provide the care required by the resident, as decided upon collaboration with the Medical Director.

Requisition Diagnostic Services

13. The Attending Physician shall requisition diagnostic services as the resident's condition warrants.

Record-keeping Requirements

14. The Attending Physician must maintain records in compliance with the College of Physicians and Surgeons of Ontario record keeping requirements and any specific records required by regulation.

Documentation – Current, clear, legible, dated, signed

15. The Attending Physician shall ensure that all of his / her documentation is current, clear, legible, dated, and signed.

Participate in Team Discussions

16. The Attending Physician shall participate in team discussions regarding advance directives with residents and/or families/substitute decision-makers as required.

Communicate – Medical Director – Administrator – Infectious Disease Surveillance

17. The Attending Physician shall communicate with the Medical Director and the Administrator with respect to infectious disease surveillance in the Dearness Home.