

## SCHEDULE A-1

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

### MEDICAL DIRECTOR AGREEMENT CITY OF LONDON - DEARNESS HOME

THIS AGREEMENT with effect as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B E T W E E N:**

  
("Medical Director")

- 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** the *Long-Term Care Homes Act, 2007* ("Act") requires that there be a contract between the City and its Medical Director;

**AND WHEREAS** the Medical Director wishes to enter into an Agreement with the City to perform the services described below;

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

#### Definitions

In this Agreement, the following terms have the following definitions:

**"Administrator"** means the Administrator for the Dearness Home, and includes the Acting Administrator;

**"Attending Physician"** means a physician whose role is to:

- (a) conduct a physical examination of a resident upon admission and an annual physical examination annually thereafter, and produce a written report of the findings of the examination;
- (b) attend regularly at the home to provide services, including assessments; and
- (c) participate in the provision of after-hours coverage and on-call coverage.

**"Executive Director"** means the City's Executive Director of Community Services.

## 1.0 OBLIGATIONS OF THE CITY

### Payment - Medical Director's Fees, Continuing Medical Education; Membership

1.1 The City shall pay the Medical Director a fee for the administrative services provided by the Medical Director in the amount of \$\_\_\_\_\_ per day per resident, or such other amount as established from time to time and as approved by the Ministry of Health and Long-Term Care. Annual adjustments to this fee, as approved by the Ministry of Health and Long-Term Care, will be paid to the Medical Director immediately and/or retroactively to effective date.

1.2 The City shall reimburse the Medical Director's registration fee for one Continuing Medical Education education/conference per year to a maximum allocation of \$\_\_\_\_\_ per year.

1.3 The City shall reimburse the Medical Director's annual membership fee in the Ontario Long Term Care Physicians Association.

### Copies of Legislation / Policies

1.4 The City shall make available to the Medical Director 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

### Indemnification

1.5 The City shall indemnify and save harmless the Medical Director from any claims, demands, damages or actions brought against the Medical Director in relation to the provision of service by employees of the City, except where such claims, demands, damages or actions are the result of the Medical Director's negligence.

## 2.0 REPRESENTATIONS, WARRANTIES, and OBLIGATIONS OF THE MEDICAL DIRECTOR

### Member of College of Physicians and Surgeons of Ontario

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

**Advice to City - Must Consult - Director of Nursing and Personal Care**

2.3 (a) The Medical Director shall provide advice to the City (including the Executive Director, the Administrator, and the City's Municipal Council) on matters pertaining to medical care and services at the Dearness Home.

(b) In advising the City on matters relating to medical care at the Dearness Home, the Medical Director shall consult with the Director of Nursing and Personal Care and other health professionals working in the Dearness Home.

**Meet with Director of Nursing and Personal Care**

2.4 The Medical Director shall meet with the Director of Nursing and Personal Care at a mutually agreed frequency of quarterly as a minimum and provide additional visits and consultations as required.

**Develop, Implement, Monitor and Evaluate Medical Services**

2.5 The Medical Director shall develop, implement, monitor and evaluate medical services at the Dearness Home.

**Advice – Clinical Policies and Procedures**

2.6 The Medical Director shall advise on clinical policies and procedures, where appropriate.

**Community Expectations to Attending Physicians and Registered Nurses**

2.7 The Medical Director shall communicate expectations to Attending Physicians and registered nurses in the extended class.

**Address Issues – Resident Care, After-Hours Coverage, On-Call Coverage**

2.8 The Medical Director shall address issues relating to resident care, after-hours coverage and on-call coverage.

**Participate in Interdisciplinary Committees and Quality Improvement**

2.9 The Medical Director shall actively participate as a member of the following Dearness Home interdisciplinary committees and quality improvement activities:

- Medical/Professional Advisory Committee;
- Quality Management Committee;
- Pharmacy and Therapeutics Committee; and
- Infection Control Committee.

and shall make himself/herself available to attend such other committees as mutually agreed upon between the Medical Director and the Administrator.

**Accountable for Policies and Medical Services**

2.10 The Medical Director shall be accountable for the areas of medical services and policies in the Dearness Home, including:

- (i) an annual review of the medical policies;
- (ii) preparation and submission to the Administrator of an annual report summarizing the strengths and areas of concern within the medical services program;
- (iii) involvement in long-term care home-wide issues, such as infectious disease outbreak management; and,
- (iv) participation in the process to develop the mission, philosophy, goals and objectives of the Dearness Home.

**Other Services As Agreed**

2.11 The Medical Director shall provide such other services in relation to the provision of medical services in the Dearness Home that are reasonably required and which are jointly agreed upon by the Medical Director and the Administrator.

#### **Participate in Continuing Medical Education**

2.12 The Medical Director shall participate in Continuing Medical Education and maintain current knowledge and practice in geriatrics and the management of chronic diseases.

#### **Visit Dearness Home Regularly**

2.13 The Medical Director shall visit the Dearness Home regularly, at least once per week, in order to carry out his/her responsibilities under this Agreement.

#### **Arrange for On-Call Coverage**

2.14(a) The Medical Director shall use reasonable efforts to arrange for on-call coverage for all residents after hours in accordance with the Long-Term Care On-Call Program ("On-Call Program") as established between the MOHLTC and the Ontario Medical Association.

(b) Where there is no LTC On-Call Program in place, the Medical Director shall advise the administration for the Dearness Home on emergency medical service options for residents when the Medical Director is not available personally.

(c) Where the City participates in an On-Call Program, the Medical Director shall use reasonable efforts to:

- (i) identify Attending Physicians at the Dearness Home who may be eligible to receive funding for the LTC On-Call Program; and
- (ii) collaborate with the administration for the Dearness Home, divide and distribute funding between Attending Physicians who provide on-call coverage.

#### **Complete Forms – Medical Services Program**

2.15 In collaboration with the administration for the Dearness Home, the Medical Director shall complete all forms pertaining to the medical services program, and where applicable, in accordance with a required process (e.g. on-call roster, disbursement of on-call fees; etc.).

#### **Outbreak of Communicable Disease**

2.16 The Medical Director shall advise the Administrator, in cooperation with the Medical Officer of Health, of the steps to be taken in the event of an outbreak of communicable disease.

#### **Provide/Arrange Medical Services – No Attending Physician**

2.17 The Medical Director shall provide temporary medical services, or arrange for temporary medical services to be provided, for all residents who do not have an Attending Physician identified.

#### **Temporary Absence - Designate**

2.18 In the event that the Medical Director is temporarily unable to attend the Dearness Home at any time, the Medical Director shall notify the Administrator of the name of the Medical Director's designate and contact information in advance of such absence.

#### **Review of Placement Coordination Service - CCAC**

2.19 The Medical Director shall, when requested, provide advice on and participate in the review of Placement Coordination Service applications from Community Care Access Centre.

**Resident Situations – Places Others at Risk**

2.20 The Medical Director shall, when reasonably required, assist in resident situations where such situations may put other residents, staff or visitors at risk.

**Assist in Staff Development**

2.21 The Medical Director shall, when reasonably required, assist in staff development as required and as jointly negotiated with the Administrator or his or her designate.

**Participate in In-Service Education Programs for Staff / Attending Physicians**

2.22 The Medical Director shall, when reasonably required, participate in in-service education programs each year for City staff at the Dearness Home and Attending Physicians.

**Medical Liaison with Hospitals**

2.23 The Medical Director shall, when reasonably required, provide medical liaison with local hospital(s) and other appropriate health care organizations or long-term care homes.

**Cooperate – Ministry Compliance Reviews**

2.24 The Medical Director shall cooperate with and be available if requested during Ministry compliance reviews pertaining to medical issues, including but not limited to inquiries made by the compliance advisor, advocates, family members, and persons conducting coroner's investigations.

**Attending Physician Agreement**

2.25 The Medical Director shall sign an Attending Physician's Agreement if the Medical Director is also an Attending Physician at the Dearness Home.

**Attending Physicians – Annual Verification of CPSO Membership**

2.26 The Medical Director shall annually verify the Attending Physicians' current membership in good standing in the College of Physicians and Surgeons of Ontario.

**Attending Physicians – Monitor and Evaluate**

2.27 The Medical Director shall monitor and evaluate Attending Physicians' compliance with long-term care home policies, long-term care standards and accreditation.

2.28 The Medical Director shall monitor and evaluate the medical care and services provided by Attending Physicians.

**Review Requirements with Attending Physicians**

2.29 The Medical Director shall review the requirements as outlined in the Attending Physician Agreements with the Attending Physicians.

**Assist Administrator – Contracts – Attending Physicians**

2.30 The Medical Director shall assist the Administrator to secure contracts with all Attending Physicians.

**Review – Attending Physician Non-Compliance**

2.31 The Medical Director shall review with the Administrator any Attending Physician non-compliance with the Attending Physician Agreements and shall provide input to the Administrator on any action to be taken.

**Research Projects**

2.32 The Medical Director shall not undertake research projects involving residents of the Dearness Home without the prior written approval of the Administrator and/or resident, and any research undertaken must not be contrary to the *Personal Health Information Protection Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, *Health Care Consent Act*, other applicable legislation, and ethical research standards, as well as the policies and procedures directing research activities within the Dearness Home.

**Medical Directives or Orders – Not Unless Individualized to Resident**

2.33 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.

**Indemnify – Save Harmless**

2.34 The Medical Director agrees to indemnify and save harmless the City and the City's employees 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 Medical Director pursuant to this Agreement.

**Malpractice Protection**

2.35 The Medical Director 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.

**Independent Contractor**

2.36 The City and the Medical Director 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 Medical Director as an employee or partner of the City for any purpose whatsoever. The Medical Director 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.

**Term**

2.37 (a) This Agreement shall remain in effect for three (3) years commencing on the effective date set out on the first page of this Agreement, and terminating three years later, or until either one of the parties gives 60 days' written notice to the other party to terminate or renegotiate the Agreement.

(b) Notwithstanding (a), if there is a fundamental breach of this Agreement by the Medical Director or by the City, this agreement may be terminated immediately by the party not in default of the Agreement.

**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.

SIGNED, SEALED AND DELIVERED

**MEDICAL DIRECTOR**

\_\_\_\_\_  
<name of Medical Director>

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
<Insert name of Administrator, Dearness Home>  
I have the authority to bind the Corporation.