



Medical Director Agreement

This Medical Director Agreement is made as of the [___] day of October, 2022 (the "**Effective Date**").

Between:

The Corporation of the County of Essex,
operating as **Sun Parlor Home for Senior Citizens**
360 Fairview Avenue, West,
Essex, Ontario N8M 1Y6

And:

R.A. Moncur and R.A. Moncur Medicine Professional Corporation
10 Clark Street West
Leamington, Ontario N8H 1E4

Whereas the Corporation of the County of Essex (the "**County**") operates a long-term care facility known as the Sun Parlor Home for Senior Citizens ("**Sun Parlor**") located at municipal address 175 Talbot Street East, Leamington, Ontario (the "**Home**");

And whereas the Home is administered by an Administrator (the "**Administrator**") as required by Section 76 of the *Fixing Long-Term Care Act, 2021* (the "**Act**");

And whereas Section 78 of the *Act* requires that every long-term care home shall ensure it has a Medical Director, who shall be a physician and who shall advise the long-term care home on matters related to medical care in the long-term care home and shall perform any other duties provided for in the regulations made pursuant to the *Act*.

And whereas O.Reg. 246/22 (the "**Regulation**") requires that a written agreement be in place between the Home and the Medical Director that contains, at a minimum, the prescribed terms;

And whereas R.A. Moncur (the "**Physician**") who operates through R.A. Moncur Medicine Professional Corporation (the "**Corporation**", and together with the Physician, the "**Medical Director**");

And Whereas the County on behalf of Sun Parlor currently utilizes the services of the Medical Director pursuant to a Medical Director Agreement, dated July 8, 2013 (the "**Current Agreement**");

And Whereas the Current Agreement was entered into pursuant to the terms of a previous version of the *Act*;

And Whereas the County on behalf of Sun Parlor wishes to enter into this Medical Director Agreement (the "**Agreement**") with the Medical Director to ensure that it has an Agreement in place that accurately reflects the requirements of the current version of the *Act* to provide and perform the services described below;

And Whereas in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged by each of the Parties hereto, the Parties hereby agree as follows:

1.0 Term and Termination

- 1.1 This Agreement shall remain in effect for one (1) year from the Effective Date, and shall automatically renew for further terms of one (1) year of each succeeding year until either one of the Parties gives written notice of at least 30 days to the other that it requires this Agreement be terminated or renegotiated.
- 1.2 This Agreement may be terminated immediately if there is a fundamental breach by any of the Parties, with it being in the sole and absolute discretion of the Party not in default as to whether to immediately terminate this Agreement or not.
- 1.3 Upon termination of this Agreement, Sun Parlor shall be obligated to provide payment to the Medical Director for the services provided by the Medical Director to the date of termination, but the Parties shall otherwise have no further obligations to one another.
- 1.4 Notwithstanding Section 1.3 above, the provisions in 2.1(a), 3.7, and 5.0 shall survive termination of this Agreement.

2.0 Obligations of Sun Parlor

2.1 During the term of this Agreement, and any subsequent renewal of this Agreement, the Sun Parlor shall:

- (a) Pay a fee (the "**Fee**") to the Medical Director on account of the administrative services provided by the Medical Director. The amount of said administrative fees shall not be less than the amount established from time to time and as approved by the Ministry of Health and Long-Term Care (the "**Ministry**"). The Fee as of the date of this Agreement is set at the sum of \$2,700.00 per month. The Fee may be adjusted from time to time as may be expressly agreed to by the Parties, which change shall be documented in Appendix "A" to this Agreement and executed by the Parties;
- (b) Provide or make available to the Medical Director the policies of the County and/or Sun Parlor that involve matters for which the Medical Director has responsibility or oversight;
- (c) Reimburse the Medical Director for expenses incurred for Continuing Medical Education (the "**CME Expenses**"), to a maximum of \$1,000.00 per annum, upon production of appropriate supporting documentation. The CME Expenses to be reimbursed by Sun Parlor may be adjusted from time to time as may be expressly agreed to by the Parties, which change shall be documented in Appendix "A" to this Agreement and executed by the Parties;
- (d) Reimburse the Medical Director's annual membership fee with the Ontario Long-Term Care Physician's Association; and
- (e) Indemnify and save harmless the Medical Director from and against all claims, demands, damages, proceedings, and actions, and from and against all liabilities, costs, awards, and expenses that the Medical Director may sustain, suffer, and incur, resulting from or relating to the provision of services by employees of Sun Parlor at the Home or by the Medical Director pursuant to the provisions of this Agreement, provided that such claims do not arise from the negligence or willful misconduct or malfeasance of the Medical Director. The Parties shall cooperate with one another in defence of such claims as described in this Agreement, including providing the other Party with prompt notice of any claims, together with relevant documentation. Notwithstanding the terms of this

provision of the Agreement, each of the Parties shall have the right to retain their own legal counsel to defend any such claims. This clause shall survive any termination of this Agreement.

3.0 Obligations of the Medical Director

3.1 During the term of this Agreement, and any subsequent renewal of this Agreement, the Medical Director shall:

- (a) Be a member in good standing with the College of Physicians and Surgeons of Ontario (the "**College**"), legally qualified to practice the profession of medicine in Ontario as set out in the *Medicine Act, 1991*, as amended, and providing written proof of same to Sun Parlor at the time of signing of this Agreement and at the time of each and every annual renewal of this Agreement;
- (b) Obtain and maintain in full force and effect during the term of this Agreement, and during any subsequent renewal of this Agreement, membership in the Canadian Medical Protective Association ("**CMPA**"), and providing written proof of same, and any other applicable protection coverage for the services provided at the Home, in a form acceptable to Sun Parlor, at the time of execution of this Agreement and at the time of each and every annual renewal of this Agreement;
- (c) Confirm that he has completed the Ontario Long Term Care Clinician's Medical Director course and providing written proof of same to Sun Parlor at the time of execution of this Agreement;
- (d) Direct and organize the Sun Parlor's medical services at the Home as required by the *Act* and the Regulation, and any other legislation and related regulations as may apply from time to time, including, but not limited to, the areas of medical service provision, administration, and education;
- (e) Provide advice to Sun Parlor, and be accountable for matters related to, medical care in the Home pursuant to the provisions of Section 78(3)(b) of the *Act*, including the following:

- (i) Development, implementation, monitoring, and evaluation of medical services;
 - (ii) Advising on an approving clinical policies and procedures;
 - (iii) Communication of expectations to attending physicians and registered nurses in the extended class, including communicating relevant medical policies and procedures;
 - (iv) Addressing issues relating to resident care, after-hours coverage, and on-call coverage;
 - (v) Attendance and participation in interdisciplinary committees and quality improvement activities; and
 - (vi) Providing oversight of resident clinical care in the Home.
- (f) Prepare an annual report summarizing the strengths and areas of concern within the medical services program;
 - (g) Be involved in Home-wide issues, such as infectious disease outbreak management;
 - (h) Participate in any process to develop the mission, philosophy, goals, and objectives of Sun Parlor;
 - (i) Consult with the Director of Nursing and Personal Care and other health professionals working the Home when fulfilling his duties under Section 78(3)(a) of the *Act*;
 - (j) Participate in the interdisciplinary team referred to in Section 124 of the Regulation on at least a quarterly basis to evaluate the effectiveness of the medication management system in the Home and to recommend any changes necessary to improve the system, with the at least quarterly review to at minimum include the following:
 - (i) Reviewing drug utilization trends and drug utilization patterns in the home, including the use of any drug or combination of drugs, including psychotropic drugs, that could potentially place residents at risk;

- (ii) Reviewing reports of any medication incidents and adverse drug reactions referred to in subsections 147 (2) and (3) and all instances of the restraining of residents by the administration of a drug when immediate action is necessary to prevent serious bodily harm to a resident or to others pursuant to the common law duty referred to in section 39 of the Act; and
 - (iii) Identifying changes to improve the system in accordance with evidence-based practices and, if there are none, in accordance with prevailing practices.
- (k) Participate in the interdisciplinary team referred to in Section 125 of the Regulation on an annual basis to evaluate the effectiveness of the medication management system in the Home and make recommended changes necessary to improve the system, with the annual review to at a minimum include the following:
 - (i) Include a review of the quarterly evaluations in the previous year as referred to in section 124;
 - (ii) Be undertaken using an assessment instrument designed specifically for this purpose; and
 - (iii) Identify changes to improve the system in accordance with evidence-based practices and, if there are none, in accordance with prevailing practices.
- (l) Participate, where appropriate, in the development and approval of a policy to govern changes in the administration of a drug due to modifications of directions for use made by a prescriber, including temporary discontinuation;
- (m) Participate, where appropriate, in the development and approval of a policy to govern the sending of a drug that has been prescribed for a resident with them when they leave the home on a temporary basis or are discharged;
- (n) If and when the Lieutenant Governor in Council makes regulations pursuant to Section 92(1)(b) of the *Act* relating to the use of psychotropic drugs in long-term care homes,

including requiring a licensee of a home to discuss the use of such drugs with the Medical Director of the home and requiring the Medical Director to prepare reports and advise the licensee on the use of such drugs in the home, to comply with such regulatory requirements as may be imposed;

- (o) Consult with Sun Parlor on the appointment of an attending physician or registered nurse in the extended class for a resident of the Home, where the resident or substitute decision-maker does not retain one, in order to assist Sun Parlor in complying with its requirements pursuant to Section 88(3) of the Regulation;
- (p) Provide the services required for Sun Parlor to comply with its obligations related to the emergency drug supply at the Home as per section 132 of the Regulation by assisting the Home in ensuring that:
 - (i) only drugs approved by the Medical Director, in collaboration with the pharmacy service provider, the Director of Nursing and Personal Care, and the Administrator, for the purpose of maintaining an emergency drug supply are kept;
 - (ii) a written policy is in place to address the location of the supply, procedures and timing for reordering drugs, access to the supply, use of drugs in the supply and tracking and documentation with respect to the drugs maintained in the supply;
 - (iii) at least annually, there is an evaluation done by the persons referred to in clause (i) above of the utilization of drugs kept in the emergency drug supply in order to determine the need for the drugs; and
 - (iv) any recommended changes resulting from the evaluation referred to in clause (iii) above are implemented.
- (q) Provide the services required for Sun Parlor to comply with its obligations related changes in directions for administration of drugs at the Home as per Section 136 of the Regulation by approving, if required and appropriate, a

policy to govern changes in the administration of a drug due to modifications of directions for use made by a prescriber, including temporary discontinuation;

- (r) Provide the services required for Sun Parlor to comply with its obligations related to providing drugs to residents of the Home when they leave the Home on a temporary basis or are discharged as per Section 137 of the Regulation by approving, if necessary and appropriate, a policy to govern the sending of a drug that has been prescribed for a resident with them when they leave the home on a temporary basis or are discharged;
- (s) Provide the services required for Sun Parlor to comply with its obligations to address medication incidents and adverse drug reactions as per Section 147 of the Regulation by receiving any report related to any medication incident and/or adverse drug reaction and provide such cooperation and services as may be required to ensure that:
 - (i) all medication incidents and adverse drug reactions are documented, reviewed, and analyzed;
 - (ii) corrective action is taken as necessary;
 - (iii) a written record is kept of everything required under clauses (i) and (ii) above;
 - (iv) a quarterly review is undertaken of all medication incidents and adverse drug reactions that have occurred in the Home since the time of the last review in order to reduce and prevent medication incidents and adverse drug reactions;
 - (v) any changes and improvements identified in the review are implemented; and
 - (vi) a written record is kept of everything provided for in clauses (iv) and (v) above.
- (t) Be familiar with all relevant legislation affecting long-term care homes in Ontario, including, but not limited to, the *Act*, the Regulation, the *Personal Health Information Protection Act* ("**PHIPA**"), the *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**"), the *Accessibility for Ontarians with Disabilities Act* ("**AODA**"), and any other

relevant legislation and/or regulations that may be in place from time to time, and to perform all services and responsibilities laid out in such legislation and/or regulations as an agent of the County and/or Sun Parlor;

- (u) Be familiar with all relevant policies of the County and Sun Parlor related to the Medical Director's responsibilities under this Agreement, copies of which are available at the Home, and perform all services and responsibilities under this Agreement in compliance with said policies as an agent of the County and/or Sun Parlor;
- (v) Allow audit or review of records related to this Agreement by the County and/or Sun Parlor and/or the representative of funding agent of the Home, including, but not limited to, the Ministry, to ensure compliance with any applicable funding accountability agreement requirements;
- (w) Provide such other services in relation to the provision of medical services in the Home that are reasonably required and which are jointly agreed upon by the Medical Director and the Administrator and/or the County, as applicable;
- (x) Participate as required as a member of the following committees:
 - Professional Advisory Committee
 - Qualified Management Committee
 - Pharmacy and Therapeutics Committee
 - Infection Control Committee

and shall make himself available to attend such other committees as mutually agreed upon between the Medical Director and the Administrator from time to time;

- (y) Participate in Continuing Medical Education as required and maintain current knowledge and practice in geriatrics, palliative care, and the management of chronic diseases;
- (z) Be present at the Home regularly as required in order to carry out his responsibilities under this Agreement;
- (aa) Meet with the Director of Nursing at a mutually agreed upon frequency and provide for additional meetings and consultations as may be required from time to time.

3.2 In accordance with the requirements of Section 3.1(e) above, during the term of this Agreement, and any subsequent renewal of this Agreement, the Medical Director shall:

- (a) During any time that the Home requires on-call coverage be in place, that there is coverage in place for all residents in accordance with any Ministry guidelines that may be in place from time to time, and:
 - (i) Identify physicians who may be eligible to receive funding for on-call coverage;
 - (ii) Collaborate with the Administrator to divide and distribute available funding between physicians who provide on-call coverage; and
 - (iii) In collaboration with the Administrator, 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.).
- (b) During any time that the Home does not require on-call coverage, advise the Administrator and Director of Nursing on emergency medical service options for residents when the Medical Director is not personally available;
- (c) 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; and
- (d) Provide, or arrange for temporary medical services to be provided, for all residents of the Home who do not have an Attending Physician identified.

3.3 In the event that the Medical Director is temporarily unable to attend to his duties at the Home at any time, the Medical Director shall notify the Administrator of the name of his designate in advance of such absence, with said designate to have at least the same level of qualifications as the Medical Director and/or as approved by the Administrator in advance prior to designation.

3.4 The Medical Director shall, when reasonably required:

- (a) Provide consultation when requested in the review of applications for admission to the Home;

- (b) Be involved in resident issues that may put other residents, staff, or visitors at risk;
- (c) Assist in staff development as required and as jointly negotiated with the Administrator or his approved designate;
- (d) Participate, as required in in-service education programs each for staff at the Home and/or Attending Physicians;
- (e) Provide medical liaison with local hospitals and other appropriate health care organizations and/or other long-term care homes;
- (f) Cooperate with and/or be available during Ministry compliance and other applicable reviews pertaining to medical issues, including inquiries made by the compliance/review officer, advocates, family members, and persons conducting coroner's investigations; and
- (g) Sign an Attending Physician Agreement if the Medical Director is also an Attending Physician at the Home.

3.5 The Medical Director shall:

- (a) Ensure annually that the Attending Physicians have produced verification of their certification to practice from the College and that they have been insured through CMPA;
- (b) Monitor and evaluate each Attending Physician's compliance with all applicable statutes and regulations, Ministry standards and imperatives, applicable County and Sun Parlor policies, and long-term care standards and accreditation requirements;
- (c) Review the requirements as outlined in the Attending Physician Agreements with the Attending Physicians and work with the Administrator to secure contracts with all Attending Physicians;
- (d) Monitor and evaluate the medical care and services provided by Attending Physicians; and
- (e) Review with the Administrator any Attending Physician's non-compliance with the Attending Physician Agreements and jointly determine any action to be taken.

- 3.6 The Medical Director shall not undertake research projects involving residents of the Home unless and until he has obtained the approval of the Administrator and provided confirmation in writing that all research undertaken is on the consent of the residents involved, is in compliance with all relevant privacy and security legislative requirements, is in compliance with ethical research standards, and is in compliance with any policies and procedures regarding research activities that Sun Parlor may have in place from time to time.
- 3.7 The Medical Director shall indemnify and save harmless the County and Sun Parlor from and against any and all claims, demands, damages, proceedings, and/or actions for loss, damage, injury, including death, and from and against all costs, awards, and expenses which the County and/or Sun Parlor may sustain, suffer, or incur, resulting from or arising directly or indirectly from or relating to the provision of services by the Medical Director pursuant to this Agreement. This clause shall survive any termination of this Agreement.
- 3.8 In fulfilling the obligations above, the Medical Director shall dedicate such time as may be required to Sun Parlor, but in any event, shall spend a minimum of 2.5 hours per month on site at the Home.

4.0 Independent Contractor Status

- 4.1 At all times during the currency of this Agreement, the Parties expressly acknowledge and agree that the Medical Director is retained as an independent contractor of the County and/or Sun Parlor, and is not an employee.
- 4.2 Nothing in this Agreement herein shall be interpreted so as to have constituted an employment relationship, partnership, or joint venture between the Medical Director and the County and/or Sun Parlor.
- 4.3 The Medical Director shall be responsible as an independent contractor to remit any and all required tax remittances or other charges imposed by governmental agencies, including, but not limited to, income tax, HST, CPP, EI, and EHT, as applicable, in respect of the remuneration received by the Medical Director under the terms of this Agreement.
- 4.4 Neither of the Parties hereto shall have the right, ability, or authority to bind or commit the other not to incur any obligation or

liability on behalf of the other except with the other's prior written consent.

5.0 Exclusivity and Confidentiality

- 5.1 The Medical Director expressly acknowledges and agrees that the intellectual property, know-how, policies, procedures, standards, materials, financial information, and other data provided to him by or on behalf of the County and/or Sun Parlor, or which he may acquire as a result of his role as Medical Director is confidential information and the Medical Director agrees not to, directly or indirectly, use or divulge such confidential information for any purpose other than as is necessary to fulfill his obligations under this Agreement.
- 5.2 The Medical Director acknowledges that the County and Sun Parlor are subject to privacy legislation, which requires that strict confidentiality be retained relating to any individual's personal information or personal health information. The Medical Director covenants that he is familiar with the privacy legislation presently applicable to the County and Sun Parlor, including, but not limited to, MFIPPA and PHIPA, and he will operate all services provided under this Agreement in accordance with the requirements of all applicable privacy legislation as an agent of the County and Sun Parlor.
- 5.3 This Section 5 shall survive any termination of this Agreement.

6.0 Notice

- 6.1 Any notice required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or facsimile, and shall be addressed as follows:

To the County and Sun Parlor:

The Corporation of the County of Essex
o/a Sun Parlor
Attention: Mary Birch, Clerk
360 Fairview Avenue West
Essex, Ontario N8M 1Y6
(T) 519-776-6441 ext. 1335
(F) 519-776-4455
(E) mbirch@countyofessex.ca

To the Medical Director

R.A. Moncur and
R.A. Moncur Medicine Professional Corporation
197 Talbot Street West
Leamington, Ontario N8H 1N8
(T) 519-322-1100
(E) rossmoncur@gmail.com

7.0 AODA Requirements

- 7.1 The Medical Director shall provide all services in accordance with the Accessible Customer Service Regulation 429/07 under the AODA.
- 7.2 The Medical Director further agrees that upon request, he will provide the services in an accessible format in accordance with the AODA.

8.0 General

- 8.1 The Parties to this Agreement hereby represent and warrant that they are duly authorized to execute this Agreement and upon its execution, this Agreement shall constitute their legal, valid, and binding obligations.
- 8.2 By executing this Agreement, the Parties acknowledge that they have read the entire Agreement and represent that they are capable of complying with and will comply with the terms of this Agreement.
- 8.3 This Agreement supersedes and replaces all prior agreements, understandings, or commitments between the Parties with respect to the subject matter of this Agreement.
- 8.4 This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 8.5 Neither of the Parties hereto may assigned this Agreement without the express written consent of the other.
- 8.6 If either of the Parties fails to comply with any term of this Agreement, the Parties may only rely on a waiver of the other, if the other has provided a written waiver in accordance with the Notice provisions in Section 6 above. To be valid, any waiver must also refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

- 8.7 Should any portion of this Agreement be deemed to be invalid or unenforceable, such invalid or unenforceable portion shall be deemed to be severed and the Parties agree that the remaining portions of the Agreement shall remain in full force and effect.
- 8.8 Neither of the Parties hereto shall be responsible for any losses or damages to the other occasioned by the delays in performance or non-performance of any obligations when caused by a Force Majeure, including acts of God, strike, acts of war, inability to obtain supplies or material or labour or for any other cause beyond the reasonable control of a party. Should an event of Force Majeure occur, the time permitted for performance of any of the services under this Agreement shall be extended by the period of delay caused by the event of Force Majeure.
- 8.9 This Agreement may only be amended in writing, executed by the Parties hereto.
- 8.10 The representations, warranties and other provisions in this Agreement that by their sense and context are intended to survive completion of performance, expiration or termination of this Agreement, shall so survive the performance, expiration or termination of this Agreement as necessary to give effect to their intention.
- 8.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one fully executed Agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that Party's original signature for all purposes.

THE BALANCE OF THIS PAGE 15 OF 16 HAS BEEN LEFT INTENTIONALLY BLANK, WITH THE SIGNATURE PAGE ON THE FOLLOWING PAGE 16 OF 16.

IN WITNESS WHEREOF the Parties hereto, by their duly authorized signing officers, have electronically executed this Agreement on this Page 16 of 16.

**THE CORPORATION OF THE COUNTY OF ESSEX,
o/a SUN PARLOR HOME FOR SENIOR CITIZENS**

Per: _____
Gary McNamara, Warden

Per: _____
Mary Birch, Clerk

We have authority to bind the County
and Sun Parlor.

**R.A. MONCUR
and R.A. MONCUR MEDICINE PROFESSIONAL CORPORATION**

Per: _____
R.A. Moncur, CPSO Number 91353
For both himself and for
R.A. Moncur Medicine Professional Corporation