

## Attending Physician Agreement

This Attending Physician Agreement is made as of **September 1, 2025** (the "**Effective Date**").

**Between:**

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

**And:**

**Dr. Julia Tracey**  
10-59 Main St. E.  
Kingsville, Ontario N9Y 1A1

**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 located at municipal address 175 Talbot Street East, Leamington, Ontario (the "**Home**");

**And whereas** the Home is administered by an administrator (the "**Administrator**") and there is a medical director contracted to provide certain medical services (the "**Medical Director**") as required under the *Fixing Long-Term Care Act, 2021* (the "**Act**");

**And whereas** section 88 of Ontario Regulation 246/22 (the "**Regulation**") requires that the County ensure an attending physician or a registered nurse in the extended class be retained or appointed to provide certain medical services to each resident of each home and any attending physician retained or appointed must be a physician with proper skills and qualifications;

**And whereas** section 88 of the Regulation requires a written agreement between the County and the attending physician for the provision of certain professional medical services at the Home;

**And whereas** the County on behalf of the Home wishes to enter into this Attending Physician Agreement (the "**Agreement**") with Dr. Julia Tracey (the "**Attending Physician**") who commenced providing medical services at the Home on September 1, 2025, to ensure that it has an agreement in

place that reflects the current requirements of the Act and the Regulation to provide the services described below;

**And whereas** in consideration of the mutual covenants and agreements hereinafter contained, payment of the sum of two dollars (\$2.00 CAD) by the County to the Attending Physician, and other good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged by the County and the Attending Physician (collectively the "**Parties**"), the Parties hereby agree as follows:

## **1.0 Terms, Term and Termination**

- 1.1 The recitals form an integral part of this Agreement, and terms throughout this Agreement appearing with the first letter capitalized shall have the meanings as assigned to them in bold.
- 1.2 The Parties agree that the terms and conditions of this Agreement shall be deemed to be effective as of the Effective Date, even though it predates the actual date of execution of this Agreement. For clarity, the Parties agree that any and all actions taken by the Parties and the services provided by the Attending Physician relating to this Agreement on or after the Effective Date are subject to the terms and conditions of this Agreement, even if they predate the actual date of execution of this Agreement.
- 1.3 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 each succeeding year until either one of the Parties gives written notice of at least 90 days to the other that it requires this Agreement be terminated or renegotiated.
- 1.4 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.
- 1.5 Upon termination of this Agreement, the Home shall be obligated to provide payment owing for the services provided by the Attending Physician to the date of termination set out in article 2.0 of this Agreement, if any, but the Parties shall otherwise have no further obligations to one another.

## 2.0 Obligations of the Home

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

- (a) Provide Attending Physician services at the Home as required by all applicable legislation and regulations, Ministry of Long-Term Care ("**Ministry**") requirements, and County or Home policies to provide the Attending Physician the opportunity to provide medical services at the Home;
- (b) Cooperate with the Attending Physician, as required, to ensure they receive payment for any and all medical services provided under this Agreement at the Home from the Ontario Health Insurance Plan ("**OHIP**"); and
- (c) Provide or make available to the Attending Physician the policies, procedures and standards of the County and/or the Home that involve matters for which the Attending Physician has responsibility or oversight.

## 3.0 Obligations of the Attending Physician

3.1 During the term of this Agreement, and any subsequent renewal of this Agreement, the Attending Physician 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 provide written proof of same to the County 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 any subsequent renewal of this Agreement, membership in the Canadian Medical Protective Association ("**CMPA**"), and provide written proof of same in a form acceptable to the County at the time of execution of this Agreement and at the time of each and every annual renewal of this Agreement;
- (c) In addition to CMPA, obtain and maintain in full force and effect during the Term of this Agreement and any subsequent renewal of this Agreement, any protection or

insurance coverage applicable to or reasonably required for the services provided at the Home, and provide written proof of same in a form acceptable to the County at the time of execution of this Agreement and at the time of each and every annual renewal of this Agreement;

- (d) Provide medical services at the Home at the highest professional standard and be accountable for same as required by and in compliance with the Act and the Regulation, as amended, as well as any other laws, regulations, by-laws, policies, procedures, codes and standards, as amended, that may apply to the Parties or the Home including, but not limited to:
  - (i) The Attending Physician shall conduct a physical examination of each resident they are retained or appointed to serve upon their admission or within seven (7) days of their admission, which shall include review of the medication, treatment and diet for each such resident based on their medical history, diagnoses and other relevant information provided or discovered, and authorize any medication, treatment and/or diet the Attending Physician deems to be appropriate at admission and complete necessary paperwork;
  - (ii) Assess, plan, implement and evaluate the medical care for each resident the Attending Physician is retained or appointed to serve, including documenting each assessment and visit on the resident's health record kept by the County and/or the Home, to ensure and maintain continuity of care and ongoing evaluation;
  - (iii) Examine and report, as needed, on the condition of each resident the Attending Physician is retained or appointed to serve after an injury and provide any necessary treatment;
  - (iv) Provide a written order for each resident the Attending Physician is retained or appointed to serve if restraints are necessary, including specifics as to type of restraint and when and how the restraint is to be used and conduct any necessary re-assessments regarding restraints;

- (v) Provide discharge orders for a resident's record when a resident the Attending Physician is retained or appointed to serve is being discharged, which shall include a discharge order for destruction of medications;
- (vi) Where a resident the Attending Physician is retained or appointed to serve can no longer be properly cared for in the Home, make arrangements, as needed, for the resident to be admitted to another facility best suited to provide required care and record the order on the resident's medical record;
- (vii) When a resident the Attending Physician is retained or appointed to serve dies in the Home, make a written report indicating the cause and time of death for retention in the deceased resident's medical record;
- (viii) Participate in the provision of after-hours coverage, and on-call coverage;
- (ix) Attend and participate in interdisciplinary committees or teams, case conferences, quality improvement activities, and activities regarding Home-wide issues (e.g. infectious disease outbreak management) as directed by the Administrator or Medical Director;
- (x) Consult with the Administrator, Medical Director, Director of Nursing and other health professionals working at the Home, as applicable, when fulfilling services, responsibilities and duties under this Agreement;
- (xi) Be available to receive reports on medication incidents and adverse drug reactions regarding residents the Attending Physician serves, and provide corrective action or other medical services in response to same;
- (xii) Provide medical liaison services to local hospitals and other appropriate health care organizations or long-term care homes; and
- (xiii) Seek retainer or accept appointment to serve a resident as requested by the resident, their substitute

decision-maker, the Administrator, the Medical Director, or the County;

- (e) Be familiar with all relevant legislation affecting long-term care homes in Ontario, including, but not limited to, the Act, the Regulation, the *Medicine Act, 1991*, the *Health Care Consent Act, 1996*, the *Substitute Decisions Act, 1992*, the *Personal Health Information Protection Act, 2004* ("**PHIPA**"), the *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**"), the *Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act, 2005* ("**AODA**"), as amended, and any other relevant legislation and/or regulations that may be in place from time to time, and to perform all services, duties and responsibilities laid out in such legislation and/or regulations as an agent of the County and/or the Home;
- (f) Be familiar with all policies, procedures, standards and protocols of the County and/or Home related to the Attending Physician's services, duties and responsibilities under this Agreement, copies of which are available at the Home, and be accountable to the Medical Director to perform all services, duties and responsibilities in compliance with said policies, procedures, standards and protocols as an agent of the County and/or the Home;
- (g) Allow audit or review of the Attending Physician's records related to this Agreement by the County or its representative or funding agent including, without limitation, the Ministry, as required to comply with any and all funding accountability agreements applicable to the County and/or the Home;
- (h) Participate in Continuing Medical Education as required and maintain current knowledge and practice in geriatrics, palliative care, and the management of chronic and/or infectious diseases, and participate as required in any in-service education programs each for staff at the Home and/or Attending Physicians;
- (i) Cooperate with and be available during any Ministry compliance or other reviews pertaining to the County and/or the Home including, without limitation, reviews pertaining to medical issues, complaints, abuse or negligence, regulatory compliance, and coroner's investigations;

- (j) Participate as required by the Administrator or Medical Director in developing and carrying out the mission, philosophy, goals and objectives of the County and the Home, including but not limited to continuous quality improvement activities as required;
- (k) Not undertake research projects involving residents of the Home without the explicit written approval of the Administrator and written confirmation 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 the County and/or the Home may have in place from time to time; and
- (l) Regularly attend the Home and dedicate such time as may be required to provide medical services at the Home at the highest professional standard, including but not limited to the services specified in this Agreement, but in any event 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 term of this Agreement, the Parties expressly acknowledge and agree that the Attending Physician is retained as an independent contractor or agent of the County and/or Home, 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 Attending Physician and the County and/or Home, and nothing in this Agreement shall give either of the Parties the right, ability or authority to bind or commit each other to any contract or agreement without prior and explicit written consent.
- 4.3 The Attending Physician 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 Attending Physician under the terms of this Agreement ("**Tax Remittances**").

4.4 The Attending Physician hereby releases, discharges and indemnifies the County and the Home from and against any and all claims, requests, assessments or demands for Tax Remittances related to this Agreement or the provision of services for the County or at the Home. The Attending Physician hereby agrees that if the County and/or the Home are required to pay any such Tax Remittances, the Attending Physician will compensate the County and/or the Home for same within thirty (30) days of receiving notice.

## **5.0 Exclusivity and Confidentiality**

5.1 The Attending Physician expressly acknowledges and agrees that the intellectual property, know-how, policies, procedures, standards, materials, financial information, and other data provided to the Attending Physician by or on behalf of the County and/or Home, or which the Attending Physician may acquire as a result of this Agreement is confidential information and the Attending Physician agrees not to, directly or indirectly, use or disclose such confidential information for any purpose other than as is necessary to fulfill the services, responsibilities and duties under this Agreement and to take all measures reasonably necessary to protect such confidential information from any unauthorized use, access, or disclosure.

5.2 The Attending Physician acknowledges that the County and Home are subject to privacy legislation, which requires that strict confidentiality be retained relating to any individual's personal information or personal health information. The Attending Physician acknowledges and agrees that they are familiar with the privacy legislation presently applicable to the County and Home, including, but not limited to, MFIPPA and PHIPA, and the Attending Physician will perform all services, responsibilities and duties under this Agreement in accordance with the requirements of all applicable privacy legislation, as amended, as an agent of the County and Home.

5.3 This Article 5 of the Agreement shall survive any termination of this Agreement.

## **6.0 Indemnity**

6.1 The Attending Physician hereby indemnities and saves harmless the County and the Home from and against any and all requests, claims, demands, causes of action, actions, applications and/or proceedings for loss, damage, harm, or injury (including death) and from and

against any and all costs, awards, orders, fines, damages, settlements, judgments, expenses, and fees (including reasonable legal fees) which the County and/or the Home may sustain, suffer, or incur resulting from, arising directly or indirectly from, or relating to the provision of services by the Attending Physician pursuant to this Agreement.

6.2 This Article 6 of the Agreement shall survive any termination of this Agreement.

## **7.0 Notice**

7.1 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 Home:

The Corporation of the County of Essex  
o/a Sun Parlor Home  
Attention: Katherine Hebert, Clerk  
360 Fairview Avenue West  
Essex, Ontario N8M 1Y6  
(T) 519-776-6441 ext. 1353  
(E) clerks@countyofessex.ca

To the Attending Physician:

Dr. Julia Tracey  
10-59 Main St. E.  
Kingsville, Ontario N9Y 1A1  
(T) 519-322-1100

## **8.0 AODA Requirements**

8.1 The Attending Physician shall provide all services in accordance with the AODA and its regulations, as amended. The Attending Physician further agrees that upon request, they will provide their services in an accessible format in accordance with the AODA.

## **9.0 General**

9.1 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.

- 9.2 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.
- 9.3 This Agreement supersedes and replaces all prior agreements, understandings, or commitments between the Parties with respect to the subject matter of this Agreement.
- 9.4 This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. Neither of the Parties hereto may assigned this Agreement without the express written consent of the other.
- 9.5 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. 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.
- 9.6 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.
- 9.7 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 their reasonable control. For clarity, this does not include a pandemic or epidemic. Should an event of Force Majeure occur, the time permitted for performance of any of the services under this Agreement shall be extended only the period of delay caused by the event of Force Majeure.
- 9.8 This Agreement may only be amended in writing, executed by the Parties hereto.
- 9.9 Notwithstanding Article 1 of this Agreement above, 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.

9.10 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.

IN WITNESS WHEREOF the Parties hereto, by their duly authorized signing officers, have electronically executed this Agreement on this            day of November, 2025.

**DR. JULIA TRACEY**

Per: \_\_\_\_\_  
Dr. Julia Tracey

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

Per: \_\_\_\_\_  
Hilda MacDonald, Warden

Per: \_\_\_\_\_  
Katherine Hebert, Clerk

We have authority to bind the County and the Home.