

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-04

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND DR. GURSHARAN SOOR. (Medical Director for Dufferin Oaks Home Long Term Care Home)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the County of Dufferin and Dr. Gursharan Soor, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12th day of January, 2023.

Original signed by:

Wade Mills, Warden



Clerk

MEMORANDUM OF AGREEMENT - MEDICAL DIRECTOR

BETWEEN: The Corporation of the County of Dufferin
Dufferin Oaks Long Term Care Home
(hereinafter called "the County")

of the First Part

AND: Dr. Gursharan Soor
(hereinafter called "the Medical Director")

of the Second Part

Whereas the County operates Dufferin Oaks Long Term Care Home
(hereinafter called 'the Home'),

Whereas the Medical Director is a legally qualified medical practitioner in good standing with
the College of Physicians and Surgeons of Ontario,

Whereas the Medical Director has agreed to direct and organize the Home's medical services
as required by applicable legislation and policies, including but not limited to the areas of
medical service provision, administration, and education,

Therefore the parties agree as follows:

Role and Major Responsibilities

The County shall:

- Communicate to the Medical Director any and all amendments to legislation and/or policy, which will affect his role as Medical Director.

The Medical Director shall:

- Operate in compliance with the applicable policies of the County and the Fixing Long Term Care Act and Regulations and perform all duties of a medical director as required by the Fixing Long Term Care Act and Regulations.
- Be accountable to the Administrator and/or designate for operational matters and to the County of Dufferin for professional matters;
- Be responsible for the development, implementation, monitoring and evaluation of medical services in the Home which comply with the requirements of the Fixing Long Term Care Act and Regulations, the Home's policies and procedures, and the standards of the Home's Accreditation body.

Service Provision

The County shall:

- Provide the supplies and equipment necessary for the provision of medical services at the Home as required by Long Term Care Home Act and Regulations.

The Medical Director shall:

- Provide service to meet residents' medical needs, including assessment, planning, and provision of individualized medical care, consistent with professional standards of care;
- Advise and review clinical policies and procedures, where appropriate, aimed at the provision of optimal care to residents of the Home, with special consideration to the resident population, language, culture, and care needs;
- Participate in the interdisciplinary approach to care;
- Participate in the assessment of residents being considered for transfer to another facility, and assist in facilitating transfers to acute or chronic care as and when required;
- Visit the Home weekly with a monthly minimum of 5 hours spent on site and;
- Manage the physician on-call schedule for the home.
- Address issues relating to after-hours coverage and on-call coverage and resident care
- Provide or arrange medical services for residents who do not have an Attending Physician
- Sign at Attending Physician's Agreement if the Medical Director is also an Attending Physician at the Home.

Documentation

The County shall:

- Maintain a health care record for each resident and provide access to same to the Medical Director to enable him to fulfil his responsibilities.

The Medical Director shall:

Financial Arrangements

The County shall:

- Pay the Medical Director an administrative fee of \$.45 per resident per day.

The Medical Director shall:

- Bill the Ontario Health Insurance Plan directly for professional services rendered to residents of the Home.

Mutual/Reciprocal Indemnification

Each party (the County and the Medical Director) agrees to defend, indemnify and save the other party (the "Indemnified Party") harmless, along with their respective councillors, officers, employees and agents from any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of the Indemnifying Party's obligations under this Agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by the Indemnified Party.

Term of the Agreement

This agreement will be in force from the 1st day of October 2022, up to and including the 31st day of March 2026 with the option of extending the agreement for one year.

This agreement may be terminated by either party giving sixty (60) days written notice to the other party unless there is a fundamental breach of the Agreement by the Medical Director or by the Home, in which case the Agreement may be terminated upon 30 days written notice by the party not in default of the Agreement.

If notice of termination is given by either party, it is understood that both parties will fulfil all obligations of the agreement until the actual date of termination.

In witness whereof, the parties have duly executed this Agreement.