****This is a "Guideline to be used as the basis for discussion and negotiation between the physician and the long term care facility. Certain provisions in the Guideline may not be appropriate for all circumstances and additions, deletions, or revisions should be made as appropriate. It is strongly recommended that the Guideline be reviewed by the own legal counsel prior to the formation of the your own contract.****

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 200_

B E T W E E N:

<Medical Director Name>

(the "**Medical Director**")

- and -

<Long-term care Home name>

(the "**Long-Term Care Home**")

WHEREAS The Ontario Ministry of Health and Long-Term Care Homes Program Manual requires that there be a contract between a Long-Term Care Home and its Medical Director;

AND WHEREAS the Medical Director wishes to enter into an Agreement with the Long-Term Care Home to perform the services described below;

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

1.0 The Long-Term Care Home shall:

1.1. Pay a fee for the administrative services provided by the Medical Director in the amount of _____ per day per resident, which amount may be more than, but shall not be less than, the amount as established from time to time and as agreed to by the Ministry of Health and Long-Term Care and the

Ontario Medical Association. 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;

[Note: The amount of payment to the Medical Director should be negotiated by the parties and inserted in the blank space above. The amount must not be less than that approved by the Ministry of Health and Long-Term Care.

1.2. Make available to the Medical Director copies of applicable legislation and policies.

[Note: It is recommended that Home retain copies and make available to Physicians any relevant legislation with which the Home Facility expects the Physician to be familiar and that the legislation be updated as required]

1.3. Pay the Medical Director's fees for Continuing Medical Education education/conference (CME) to an allocation of $____ per year. Such fees shall include the cost of registration for the CME and expenses incurred in relation to the Medical Director's participation in such CME.

1.4. Reimburse the Medical Director's annual membership fee in the Ontario Long Term Care Physicians association.

[Note: In addition, payment of membership fees generally is a matter for negotiation between the parties.]

1.5. To ensure that the Medical Director is a named insured under an insurance policy held by the Long-Term Care Home with respects to his/her duties set out in this Agreement.

[Note: The Medical Director and Long-Term Care Home could also negotiate for the Home to reimburse the Medical Director for the cost of purchasing an insurance policy that would provide similar coverage]

2.0 The Long-Term Care Home agrees to 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 or agents of the Long-Term Care Home.

3.0 The Medical Director shall:

3.1. Be a legally qualified medical practitioner licensed to practise medicine in Ontario;

[Note: It is important to ensure that the Physician be in good standing in the College from whichever Province they have recently practised in if outside of Ontario. The Home should obtain a photocopy from the medical director upon annual renewal of the contract.]

3.2. Obtain and maintain in full force and effect during the term of this Agreement current and valid malpractice protection.

3.3. Direct and organize the Long-Term Care Home's medical services as required by applicable legislation, Long-Term Care Home policies, including but not limited to the areas of medical service provision, administration and education.

3.4. Provide advice to, and be accountable for the areas of medical services and policies in the Long-Term Care Home, including:

[Note: Each of the duties listed below may not be applicable to a particular Long-Term Care Home. Accordingly, it is important to recognize that the inclusion of such duties, or any other duties, would be a point of negotiation between the Physician and the Long-Term Care Home]

3.4.1. Development, implementation and evaluation of medical services;
3.4.2. An annual review of the medical policies;
3.4.3. Preparation of an annual report summarizing the strengths and areas of concern within the medical services program;
3.4.4. Involvement in long-term care home-wide issues, such as infectious disease outbreak management; and,
3.4.5. Participation in the process to develop the mission, philosophy, goals and objectives of the Long-Term Care Home.

3.5. Provide advice to the Owner/Governing Body/Board of Directors of the Long-Term Care Home on matters pertaining to medical care and services.

3.6. Provide such other services in relation to the provision of medical services in the Long-Term Care Home that are reasonably required and which are jointly agreed upon by the Medical Director and the Administrator.

The Medical Director, or his or her designate, shall:

3.7. Actively participate as a member of the following Long-Term Care Home committees:

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Note: Similar to the duties listed in s. 3.4, the participation in each of these

committees is negotiable between the Physician and the Long-Term Care Home. The parties should list under this section such Committees as are established and appropriate, such as:]

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

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

[Note: The level of Medical Director participation in long-term care home committees should be negotiated by the parties.]

3.8. Participate in Continuing Medical Education and maintain current knowledge and practice in geriatrics and the management of chronic diseases.

3.9. Meet with the Director of Care (DOC) and/or the Administrator at a mutually agreed frequency of _____ as a minimum and provide additional visits and consultations as required.

[Note: The frequency of visits and meetings with the DOC by the Medical Director to the Facility should be negotiated by the parties.]

3.10. 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 OMA, and administered through the Hospital On-Call Committee, so long as the Long-Term Care Home participates in the On-Call Program.

3.11. Where there is no LTC On-Call Program in place, advise the Long-Term Care Home on emergency medical service options for residents when the Medical Director is not available personally;

3.12. Where the Long-Term Care Home participates in an On-Call Program, use reasonable efforts to:

3.12.1. identify physicians at the Long-Term Care Home who maybe eligible to receive funding for the LTC On-Call Program; and

3.12.2. collaborate with the administration of the Long-Term Care Home, divide and distribute funding between physicians who provide on-call coverage;

3.13. In collaboration with the administration of the Long-Term Care Home, 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.)

3.14. 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;

3.15. Provide, or arrange for temporary medical services to be provided, for all residents who do not have an Attending Physician identified.

4.0 In the event that the Medical Director is temporarily unable to attend the Long-Term Care Home at any time, the Medical Director shall notify the Administrator of the Long-Term Care Home of the name of his or her designate in advance of such absence, using best efforts

5.0 The Medical Director shall, when reasonably required:

5.1. Provide consultation when requested in the review of applications for admission to the Long-Term Care Home;

5.2. Be involved in resident issues that may put other residents, staff or visitors at risk;

5.3. Provide medical liaison with local hospital(s) and other appropriate health care organizations or long-term care homes;

5.4. Cooperate with and/or be available during Ministry compliance reviews pertaining to medical issues, including inquiries made by the compliance advisor, advocates, family members, and persons conducting coroner's investigations; and,

5.5. Sign an Attending Physician's Agreement if the Medical Director is also an Attending Physician at the Long-Term Care Home.

6.0 The Medical Director shall:

6.1. Assist the Administrator in ensuring that an appropriate credentialing process is established by the Long-Term Care Home for attending physicians. This will include a process for each attending physician to : produce verification of CPSO certification and per LTC Homes Program Manual;

6.2. 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;

6.3. Monitor and evaluate the medical care and services provided by Attending Physicians; and,

6.4. Review with the Administrator any Attending Physician non-compliance with the Attending Physician Agreements and jointly determine any action to be taken.

7.0 The Medical Director shall not undertake research projects involving residents of the Long-Term Care Home without the approval of the Administrator of the Long-Term Care Home, which shall not be unreasonably withheld, and any research undertaken is not contrary to (PHIPA) and ethical research standards, as well as the policies and procedures directing research activities within the Long-Term Care Home.

8.0 The Medical Director agrees to indemnify and save harmless the Long-Term Care Home from any claims, demands, damages or actions brought against the Long-Term Care Home directly relating to the provision of services by the Medical Director pursuant to this Agreement.

Note: This is the corresponding indemnity clause referred to in section 2.0]

9.0 This Agreement shall remain in effect for _____from the date first written above, or until either one of the parties gives __ days' written notice to the other party to terminate or renegotiate the Agreement. If there is a fundamental breach of this Agreement by the Medical Director or by the Long-Term Care Home, this agreement may be terminated immediately by the party not in default of the Agreement.

[Note: The length of the Agreement and the notice period required for termination should be negotiated by the Parties.]

10.0 The Long-Term Care Home 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 Long-Term Care Home 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

11.0 All matters and differences in relation to this agreement and to the affairs of the business shall be resolved through a dispute resolution process. A dispute

between the Medical Director and the Long-Term Care Home shall be referred to the arbitration of a single arbitrator if the Medical Director and the Long-Term Care Home agrees upon one. If such agreement is not possible, a panel of three arbitrators shall be selected as follows; one to be appointed by each the Medical Director and the Long-Term Care Home, and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto their respective heirs, executors, administrators and assigns.

[Note: Section 11 is not mandatory.]

12.0 This Agreement may be amended by written agreement signed by the parties and attached hereto, and such amendments shall be adhered to and have the same force as if they had originally formed part of this Agreement.

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

Medical Director Signature	Witness

Medical Director Name & Address

CPSO Number

Long-Term Care Home, per:	Witness
Name	Title