

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2026-37

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND DR. GURSHARAN SOOR. (Medical Director of Dufferin Oaks 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 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 23rd day of April, 2026.

Lisa Post, Warden

Michelle Dunne, Clerk



For a complete copy of the agreement, contact the Clerk's Division.

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT made as of the 1st day of April 2026

BETWEEN:

Dr. Gursharan Soor

(the "Medical Director")

- and-

The Corporation of the County of Dufferin - Dufferin Oaks

(the "Long-Term Care Home")

(individually referred to as a "Party" and collectively referred to as the "Parties")

WHEREAS the *Fixing Long-Term Care Act, 2021* and the Regulations thereto (together, "the *Act*") requires the Long-Term Care Home to have a physician who is in good standing with the College of Physicians and Surgeons of Ontario in the role of Medical Director;

AND WHEREAS the *Act* requires there be a written agreement in place between the Long-Term Care Home and its Medical Director;

AND WHEREAS all capitalized roles in this Agreement shall have the meaning as set out in the *Act*;

AND WHEREAS the Long-Term Care Home desires to enter into an agreement for services with the Medical Director to provide the services of a Medical Director, as more particularly described below, and the Medical Director desires to provide such services to the Long-Term Care Home;

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

Article A – Obligations of the Long-Term Care Home

1. The Long-Term Care Home Shall:

- a. Communicate to the Medical Director any amendments to the *Act* and any other policies of the Long-Term Care Home which will affect their role as Medical Director.
- b. As outlined in greater detail in paragraph 8 of this Agreement, maintain insurance coverage with respect to the Medical Director role.
- c. Maintain a health record for each resident in accordance with the relevant legislation, including but not limited to, the *Personal Health Information Protection Act, 2004*, and provide access to the Medical Director to enable the Medical Director to fulfill their obligations under this Agreement. The Long-Term Care Home acknowledges that the Medical Director may have retention and other regulatory requirements pursuant to the *Medicine Act* and agrees to work cooperatively with the Medical Director to ensure compliance with these requirements. The Medical Director shall be entitled to access health records for medical-legal purposes throughout the Term of the Agreement and following termination as needed and/or to obtain professional, legal and/or accounting advice.
- d. Provide an adequate working area while on-site, provide for remote access for off-site work, and provide for access to the Long-Term Care Home's electronic medical record system.

Article B – Obligations of the Medical Director

2. The Medical Director shall:

- a. Be a legally qualified medical practitioner in good standing and licensed by the College of Physicians and Surgeons of Ontario to practise medicine in Ontario and provide the Long-Term Care Home with satisfactory documentation to confirm same.
- b. Obtain and maintain in full force and effect during the Term current and valid medical malpractice protection (e.g., CMPA or equivalent) for clinical practice. The parties agree that the Long-Term Care Home shall maintain the insurance coverages and insured status for the Medical Director required under Article E (Insurance and Indemnification) to address exposures arising from Medical Director administrative and organizational duties.
- c. Be responsible for the development, implementation, monitoring and evaluation of medical services in the Long-Term Care Home which comply with the requirements of the *Fixing Long Term Care Act* and Regulations, the Long-Term Care Home's policies and procedures, and the standards of the Long-Term Care Home's Accreditation body (CARF).
- d. In addition to what is set out in Article C, agrees to perform the services of a Medical Director set out in accordance with: (a) the *Act* and other relevant legislation, (b) all applicable policies of the Long-Term Care Home, the standards of the Long-Term Care Home's Accreditation body and (c) all other relevant by-laws, orders, directives and