

Schedule “A” to By-Law Number 1883

Consulting Services Agreement

This agreement made this 18th day of February, 2020.

Between:

The Corporation of the Town of Essex

Hereinafter called the “Town”

and

Doctor Jessica Laba-Kaczmarek

Hereinafter called the “The Physician Consultant”

Whereas the Town wishes to contract with the Physician Consultant to provide consulting services for the Nurse Practitioner for the Town of Essex;

And Whereas the Physician Consultant desires and is willing to provide said services;

Therefore, the Parties agree as follows:

1. The Physician Consultant shall provide ongoing professional support to the Nurse Practitioner as necessary to enable the Nurse Practitioner to meet the Nurse Practitioner’s professional obligations in compliance with and as specified by the College of Nurses (CNO) document entitled “Expectations for Consultations with Physicians by Registered Nurses in the Extended Class (Primary Health Care Nurse Practitioner)” which document is attached hereto as Appendix A to this Agreement and such other governing documents that may be applicable.
2. The Nurse Practitioner and the Physician Consultant will undertake to establish a collaborative working relationship that supports the Nurse Practitioner in the provision of the services outlined in the Town’s agreement with the Ministry of Health Long Term Care and to meet the Nurse Practitioner’s professional responsibilities as prescribed by law.
3. The Physician Consultant is a member in good standing of the College of Physicians and Surgeons of Ontario.
4. The Physician Consultant has and shall maintain for the period during which the Physician Consultant is engaged by the Town to provide consulting services to the Nurse Practitioner, membership in the Canadian Medical Protective Association or its equivalent.
5. The Nurse Practitioner for the project shall be employed by the Town and will report directly to the Clerk or the Clerk’s designate for the Town.
6. The Nurse Practitioner will work 35 hours per week on average in the offices of Dr. Jessica Laba-Kaczmarek. It is understood that the hourly schedule is subject to flexibility due to vacation, holidays, illness and need.

7. A stipend of \$10,000 will be paid for consulting services provided to the Nurse Practitioner and the Town. The stipend will be paid in quarterly installments of \$2,500, and apportioned based upon hours worked in the respective offices by the Nurse Practitioner.
8. An amount of \$4,000 for overhead expenses per annum shall be paid, as per the budget approved by the Ministry of Health (related to rent, utilities, telephone, maintenance, secretarial and reception staff time). This overhead will be paid in quarterly installments of \$1,000 to the Harrow Family Health Team.
9. The Nurse Practitioner will meet the Physician Consultant on a regular basis to discuss office supplies, the cost of which will be covered by the Physician Consultant provided both parties deem them reasonable and necessary.
10. Necessary start up equipment will be provided for the Nurse Practitioner Project by the Town of Essex. The Town of Essex shall retain ownership of any equipment purchased by the Town.
11. As per its' budgetary agreement with the Ministry of Health, the Nurse Practitioner shall be responsible for covering the costs of Individual Malpractice Insurance.
12. The Nurse Practitioner's patient records shall be the responsibility of the office of the Physician Consultant, in compliance with the requirements of the Ministry of Health Service Agreement.
13. The Nurse Practitioner is required to abide by the policies and procedures adopted by the Town and the requirements of the Ministry of Health Service Agreement, in compliance with CNO's Standards of Practice for Registered Nurses – Extended Class (Nurse Practitioner's).
14. This Agreement is for a term of four (4) years from the date of signing and may be renewed by the parties upon mutual agreement. It may be terminated at any time upon receipt of sixty (60) days written notice by either party.
15. This Agreement is conditional upon the Town receiving annual funding from the Ministry of Health & Long Term Care.

16. Term of Agreement

This Agreement shall commence the 1st day of April 2020 and shall terminate on the 31st day of March, 2024.

17. Renewal of Agreement

The Town shall have the right, in its sole and absolute discretion, of offering to extend or renew beyond its stated expiry dates on such terms and conditions as may be stipulated by the Town, given at least sixty (60) days prior to the expiry of the initial term. The Physician Consultants may, at their sole discretion, accept such extension or renewal of the terms proposed by the Town, or may decline such extension or renewal of the terms proposed by the Town, or may

decline such extension or renewal at least thirty (30) days prior to the expiry of the current term. The Town shall have no liability to the Physician Consultants if it elects not to offer such extension or renewal.

18. Accommodation of Changes

Changes to this agreement may be incorporated as they come forward due to the Ministry of Health Long Term Care funding and/or agreement changes or conditions related to the Nurse Practitioner Demonstration Project, provided that sufficient notice of thirty (30) days are allowed for such changes.

19. Termination of Agreement

Either party may terminate this Agreement provided that sixty (60) days’ notice is given by the terminating party or immediately on the giving of written notice if:

- i) either party becomes bankrupt or insolvent; or
- ii) a receiving order is made against either party.

This agreement signed and agreed upon, as of the date first written above.

The Corporation of the Town of Essex

The Physician Consultant

Mayor

Dr. Jessica Laba-Kaczmarek

Town Solicitor/Clerk

APPENDIX 'A'

Expectations for Consultation with physicians by registered nurses in the extended class (primary health care nurse practitioner)

Consultation with other health professions is the cornerstone of multidisciplinary care. It is expected that RN (EC)s will consult with members of other health professions as appropriate in order to ensure that overall health care needs of their clients are met.

These Expectations for Consultation focus on the situations which extend beyond primary health care nurse practitioner into medical practice. Although consultation may occur at any time during the nurse-client relationship, it is expected that, as a minimum, all RN (EC)s will consult with a physician according to these expectations. Reference to these expectations is included in the Nursing Act. Section 5.1(2) states that a member of the Extended Class is not authorized to communicate with a diagnosis unless she or he "has complied with the prescribed standards of practice respecting consultation with members of other health professions".

Introduction

The expectations included in these standards are the prescribed standards for consultation with physician beyond primary health care nurse practitioner practice. It also is expected that consultation will occur according to these standards at any time during the nurse-client relationship, including the management and treatment of clients' health conditions, in situations which extend beyond primary health care nurse practitioner or practice.

RN (EC)s are authorized to communicate to an individual a diagnosis of a disease or disorder made by the nurse when certain conditions are met. One of the conditions is that the nurse has complied with the prescribed standards of practice respecting consultation with members of other professions.

Consultation

The term consultation, as used in these standards, means an explicit request by an RN (EC) for a specific physician to become involved in the care of a client for which the RN (EC), at the time of the consultation request, has primary responsibility. Consultation is required when the RN (EC) approaches or reaches the limits of primary health care nurse practitioner practice, beyond which she or he cannot provide care independently. Additional information and/or assistance is required from a member of a profession with a more extensive knowledge base related to the specific client situation.

The degree to which the physician becomes involved may vary. Consultation may result in the physician providing an opinion and recommendation; an opinion, recommendation and concurrent intervention; or assuming primary responsibility for the care of the client (transfer of care).

Collaboration

Collaboration, the cornerstone of multidisciplinary care, is a component of all interactions among health care professionals. Collaboration means working together with one or more members of the health care team who each make a unique contribution to achieving a common goal. Each individual contributes from within the limits of her or his scope of practice.

Assumption

Expectations for consultation are based on the following assumptions:

The RN(EC) is accountable for establishing a working relationship with a physician for the purpose of consultation. Consultation is expected to occur with a family physician; however, an RN (EC) may consult with a specialist physician if appropriate to the situation and the practice setting. The RN (EC) is accountable for knowing and complying with the expectations for consultation within the time frame appropriate to the situation. CNO expectations are a requirement for consultation and not necessarily for transfer of care. The decision to transfer care is made jointly by the RN (EC) and the physician at the time of consultation. Consultation takes place following a formal request and can occur in a variety of ways, for example, face to face, by telephone, in writing. Consultation may be required at any stage of the nurse-client relationship, from the time of the initial assessment through to the evaluation of effectiveness of treatment. Expectations for consultation also apply when managing the care of a client with a chronic condition. The RN (EC) and the physician develop mutually agreeable structures and processes for consultation. The need for additional guidelines for consultation will depend on the type of practice, the availability of resources, changing health care needs and the experience of the RN (EC). If required, they are developed within individual agencies.

Procedural Expectations for Consultation

When requesting a consultation by a physician, the RN (EC) will:

- clearly present the reason for and the level of urgency of the consultation
- describe the level of consultation requested; an opinion and recommendation; an opinion, recommendation and concurrent intervention; or immediate transfer of care

- ensure that the physician has appropriate access to the client's known health information
- confirm that there is mutual agreement and understanding of the RN (EC) and physician responsibilities in the situation
- document the request for and outcome of the consultation.

Clinical Expectations for Consultation

The RN (EC) will seek consultation with a physician:

When the diagnosis and/or treatment plan is unclear or beyond the scope of the primary health care nurse practitioner to determine, including but not limited to when any of the following are present:

- persistent or recurring sign(s) or symptom(s) that cannot be attributed to an identifiable previously undiagnosed chronic systemic illness
- symptomatic or laboratory evidence of decreased or decreasing function of any vital organ or system
- sign(s) of recurrent or persistent infection
- any atypical presentation of a common illness or unusual response to treatment
- any sign(s) or symptom(s) of a sexually transmitted disease in a child
- any sign(s) or symptom(s) of behavioral changes that cannot be attributed to a specific cause
- deviation from normal growth and development in an infant or child

In potentially life-threatening situations, including but not limited to when any of the following are present:

- any sign(s) or symptom(s) of an acute event that is potentially life threatening to life, limb, or senses
- sign(s) or symptom(s) of obstruction of any system
- signs of severe or widespread infection
- a fever greater than 39 degrees in a child 3 – 36 months with no identifiable focus of infection
- any sign(s) or symptom(s) of illness in a child less than 3 months
- any blunt, penetrating, or other wound that may involve damage below the fascia or functional impairment
- sign(s) or symptom(s) of any fetal or maternal pregnancy risk factor ⁴

When a client's chronic condition destabilizes, including but not limited to when any of the following are present:

- symptomatic or laboratory evidence of destabilization and/or unexpected deterioration in the condition of a client who is being managed for a previously diagnosed illness

As identified in “A Guide to Pregnancy Risk Grading” (Ministry of Health in conjunction with the Ontario Medical Association, 1987)