

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

BY-LAW NUMBER 2013-450

Being a By-law to authorize the execution of an Agreement between The Corporation of The Township of South Algonquin and the partnering municipalities of The Township of North Algonquin Wilberforce, The Township of, Madawaska Valley, The Township of Killaloe, Hagarty and Richards and The Township of Brudenell, Lyndoch and Raglan, and Dr. Penny Forth, Family Medicine Resident.

WHEREAS the Township of South Algonquin, the Township of North Algonquin Wilberforce, the Township of, Madawaska Valley, the Township of Killaloe, Hagarty & Richards, and the Township of Brudenell, Lyndoch and Raglan, deems it necessary to enter into an agreement with, Dr. Penny Forth, to provide financial assistance to a Family Medicine Resident who in turn will provide medical services at the St. Francis Memorial Health Centre/St. Francis Memorial Hospital upon successful completion of her residency program;

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

- THAT the Mayor and the Clerk-Treasurer are hereby authorized to execute the Agreement attached hereto and marked as **Schedule “A”** to this By-law and affix the Corporate Seal on behalf of the municipality.
- THAT this By-law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 5th, DAY OF September, 2013.

Mayor – Jane Dumas

Clerk-Treasurer Harold Luckasavitch

READ A THIRD TIME PASSED AND ENACTED THIS 5th, DAY OF September, 2013.

Mayor – Jane Dumas

Clerk-Treasurer Harold Luckasavitch

MEDICAL SERVICES AGREEMENT

BETWEEN:

NORTH ALGONA WILBERFORCE TOWNSHIP,
THE TOWNSHIP OF BRUDENELL, LYNDOSCH & RAGLAN,
THE TOWNSHIP OF KILLALOE, HAGARTY & RICHARDS,
THE TOWNSHIP OF SOUTH ALGONQUIN and
THE TOWNSHIP OF MADAWASKA VALLEY

(hereinafter called "the Municipalities")

and

Dr. Penny Forth

(hereinafter called "the Medical Student" or "the Physician")

RECITALS

WHEREAS the Township of North Algona Wilberforce, the Township of Brudenell, Lyndoch & Raglan, the Township of Killaloe, Hagarty & Richards, the Township of South Algonquin and the Township of Madawaska Valley (hereinafter referred to as "the Municipalities") have determined that their geographic area lacks a sufficient number of family physicians to provide medical services to the municipalities and accordingly, the said Municipalities have established the Barry's Bay & Area Physician Recruitment & Retention Committee to recruit a physician or physicians to provide such services;

AND WHEREAS the Resident is attracted to the position based, not only on financial assistance, but also on the variety of work that is being offered by the Municipalities;

AND WHEREAS the Municipalities wish to provide financial assistance to the Resident to attract her to practice medicine at the St. Francis Memorial Health Centre/St. Francis Memorial Hospital in the Township of Madawaska Valley upon successful completion of residency.

TERMS OF AGREEMENT

IN CONSIDERATION of the provision of financial assistance by the Municipalities to the Resident and for other good and valuable consideration, the parties agree as follows:

Payment to the Resident

1. The Municipalities together shall pay the sum of \$ 150,000.00 in total to the Resident to cover the Resident's tuition, books and living expenses (whether incurred before or after the execution of this Agreement) by paying the sum of \$50,000.00 for the first year with the first payment payable upon signing of this agreement and the next four payments of \$25,000.00, due annually on the anniversary date of signing of this agreement.

Term of Service

2. Within three months of completion of her residency, and after obtaining a Certificate of Independent Practice and being certified by The College of Physicians and Surgeons of Ontario (the "College") to practice medicine in the Province of Ontario the Resident shall practice family medicine on a full time basis (based

on a 40 hour work week) as a family physician at the St. Francis Memorial Health Centre/St. Francis Memorial Hospital in the Township of Madawaska Valley for a continuous period of not fewer than five (5) years (the "Term of Service").

3. The Resident shall also successfully obtain associate staff hospital privileges for a probationary period and active staff privileges following this period, as defined in the St. Francis Memorial Hospital Staff By-Laws, at the commencement of the Term of Service so that she can continue to be responsible for in-patients and participate in the on-call emergency department schedule at St. Francis Memorial Hospital.
4. The Resident shall also apply for staff privileges at the Valley Manor so that she can continue to be responsible for her long-term care patients.

Medical Training and Certification

5. The Resident warrants that she is a person enrolled in full time studies in a Faculty of Medicine in Canada with the intent of becoming qualified to practice family medicine in the Province of Ontario.
6. The resident agrees to continue to proceed diligently to complete her Family Medicine residency requirements at Queen's University on a full time basis and agrees to use her best efforts to become qualified to practice family medicine in the Province of Ontario on or about the 31st, day of December 2013.
7. The Resident shall provide to the Municipalities evidence of her successful completion of Family Medicine Residency.

Non-Completion of Term of Service

8. If the Resident:
 - fails to complete the residency;
 - fails to be certified by the College;
 - fails to practice medicine at St. Francis Memorial Health Centre/St Francis Memorial Hospital; or
 - fails to complete the full Term of Service required in this Agreement . Then the Resident shall refund to the Municipalities the portion of total payments made to her under this Agreement represented by the following fraction:

$$\frac{\text{Total Time not served pursuant to the Agreement}}{\text{Five Years}}$$

The Resident shall pay the full amount of the principal, together with interest at the rate of seven (7%) percent annum, within six months of the date of demand by the Municipalities, payable from the date of each payment by the Municipalities to the Resident to the date of repayment by her.

9. Notwithstanding paragraph 8 of this Agreement, the Municipalities, in their sole and absolute discretion, may reduce any refund required to be paid by the Resident or may agree on reasonable repayment terms of such refund in the event that the Resident commences to practice medicine in the St. Francis Memorial Health Centre/St Francis Memorial Hospital in the Township of Madawaska Valley and does not complete the full Term of Service for reasons not within the control of the Resident or otherwise on compassionate grounds to be determined by the Municipalities.
10. The parties, on mutual consent in writing, may extend the time for the completion of the Resident's studies or residency and the commencement of full time practice of family medicine. The Resident does not require the consent of the Municipalities if she wishes to extend her medical studies for one additional year following completion of her original medical studies or residency

in which case the term of service will commence immediately following the conclusion of the additional year; nor does the Resident require the consent of the municipalities if she takes a leave at any point during her studies or residency, or after completion of the same, that is detailed in the Employment Standards Act or other such similar leave such as for maternity, sickness, or disability.

Leave of Absence

11. If, during the Term of Service, the Physician wishes to take a leave of absence, she shall notify the Municipalities in writing informing the Municipalities of the reason for the leave, and the amount of time requested for leave. She may take such leave only with the consent of the Municipalities, which shall not be unreasonably withheld. Where leave is granted, the Physician must extend her return of service to make up the time for the leave of absence with the extended period of service to commence forthwith upon completing the leave of absence. The parties acknowledge that this Leave of Absence provision does not supersede any current legislation, any maternity or any bereavement leave, in which case the service would be extended by the length of such leave.
12. Without limiting the generality of paragraph 11, the Municipalities expressly agree that they will not deny the Physician's written request for leave in special or extraordinary circumstances.
13. The Physician must give the Municipalities six months notice of the timing of the commencement of the proposed leave of absence and the reason for the leave, save and except for such circumstances where such notice is not reasonably possible. She shall provide a locum to provide medical services in her absence, except in special or extraordinary circumstances when the nature of the leave may preclude her from doing so, in which case the Physician will make her best efforts to provide the locum.

Termination

14. The Municipalities shall be entitled to terminate this agreement at any time upon the willful failure of the Resident or Physician to fulfill her obligations under this agreement, provided the Municipalities have provided written notice to Resident of the failure and such failure is not remedied to the Municipalities reasonable satisfaction within ninety (90) days of the notice date.

Notices

15. All notices under this Agreement shall be in writing and shall be delivered by personal delivery/courier and email to the Municipalities at their business offices and to the Resident/Physician at her municipal and email address identified on the signing page of this Agreement, or to any new addresses provided to the Municipalities in accordance with the notice provisions of this paragraph. The notice shall be deemed to have been delivered on the day of personal delivery.

Entire Agreement

16. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as

specifically set forth herein.

Amendment/Waiver

17. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Severability

18. Each of the provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision will not affect the validity or enforceability of any other provision of this Agreement.

Assignment

19. This Agreement shall not be assignable by either party without the prior written consent of the other party.

Jointly and Severally

20. The Municipalities enter into this Agreement jointly and severally.

Governing Law

21. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. Each party hereto irrevocably attorns to and submits to the exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder or related hereto.

Recitals

22. The recitals hereto are incorporated as a material and integral part of this Agreement.

Headings

23. The section headings are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

Currency

24. All references to monetary amounts in this Agreement are to be Canadian dollars.

Independent Legal Advice

25. The Resident confirms that she will not be obtaining independent legal advice prior to the execution of this Agreement, and that she is fully satisfied that she understands the nature of this Agreement and her

rights and obligations thereunder. She confirms that she has had a full opportunity to obtain independent legal advice but declines to do so.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals at Barry's Bay, Ontario this _____ day of _____, 2013

seal **North Algona Wilberforce Township**

Harold Weckworth, Mayor

Se **The Township of Brudenell, Lyndoch & Raglan**

Norman Lentz, Reeve

seal **The Township of Killaloe, Hagarty & Richards**

Janice Visneskie, Mayor

seal **The Township of South Algonquin**

Jane Dumas, Mayor

seal **The Township of Madawaska Valley**

David Shulist, Mayor

Address for Notice:
Township of Madawaska Valley
85 Bay Street, P.O. Box 1000
Barry's Bay, Ontario
K0J 1B0
email - info@madawaskavalley.on.ca

The undersigned accepts the terms hereof and certifies to you that she qualifies as a Resident defined above:

DATED at Barry's Bay, Ontario this _____ day of _____, 2013

Witness:

Dr. Penny Forth

Address for Notice:
1031 Primrose Lane
Selwyn, Ontario
K9J 6X5