

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

**BY-LAW NUMBER 2012-417**

Being a By-law to authorize the execution of an Agreement between The Corporation of The Township of South Algonquin and their 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 Heather Hoddinott, Medical Student/Physician.

**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, Heather Hoddinott, to provide financial assistance to a medical student who in turn will provide medical services at the St. Francis Memorial Health Centre/St. Francis Memorial Hospital upon successful completion of medical school;

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

1. 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.
2. 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 5<sup>th</sup> DAY OF January 5, 2012.**

**READ A THIRD TIME AND PASSED THIS 5<sup>th</sup> DAY OF January 5, 2012.**

---

MAYOR – Jane Dumas

---

CLERK-TREASUER – Harold Luckasavitch

**SCHEDULE "A"**

**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

**HEATHER HODDINOTT**

(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 Medical Student 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 Medical Student 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 medical school.

## **TERMS OF AGREEMENT**

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

### **Payment to the Medical Student**

1. The Municipalities together shall pay the sum of \$ 150,000.00 in total to the Medical Student to cover the Medical Student's tuition, books and living expenses (whether incurred before or after the execution of this Agreement) by paying the sum of \$25,000.00 per annum for a period of six (6) years with the first payment payable upon signing of this agreement and the next five (5) payments due annually on the anniversary date of signing.

### **Term of Service**

2. Within three months of completion of her studies or 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 Medical Student shall practice family medicine on a full time basis 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 Medical Student 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 Medical Student 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 Medical Student 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 Medical Student warrants that she commences her first year of Medicine at Memorial University of Newfoundland (MUN) in September, 2011. She agrees to proceed diligently to complete her studies and residency requirements 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 30th day of June, 2017, or if she is accepted into an additional third year of residency training, on or before the 30th day of June, 2018.

7. The Medical Student shall provide to the Municipalities evidence of her successful completion of each year of her studies on or before June 30 of each year starting in 2012 and continuing in each subsequent year until conclusion of her training.

### **Non-Completion of Term of Service**

8. If the Medical Student:

- does not complete her studies;
- 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 Medical Student 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 Medical Student 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 Medical Student 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 Medical Student or may agree on reasonable repayment terms of such refund in the event that the Medical Student 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 Medical Student 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 Medical Student's studies or residency and the commencement of full time practice of family medicine. The Medical Student 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 medical student 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, provided for in the Employment Standards Act 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 Medical Student or Physician to fulfill her obligations under this agreement, provided the Municipalities have provided written notice to Medical Student 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 Medical Student/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 thereof 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 Medical Student confirms that prior to the execution of this Agreement, the Medical Student has had independent legal advice and representation from Tracy Lyle of Huckabone, O'Brien, Instance, Bradley & Lyle.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals  
at Barry's Bay, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2012

seal

**North Algona Wilberforce Township**

\_\_\_\_\_  
Harold Weckworth, Mayor

seal

**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  
KOJ 1B0  
email - [info@madawaskavalley.on.ca](mailto:info@madawaskavalley.on.ca)

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

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Student: Heather Hoddinott

Address for Notice:  
165 Peachytown Road  
Conception Bay South  
Newfoundland  
A1X 7C9