

JOINT MUNICIPAL PHYSICIAN RECRUITMENT  
AND RETENTION AGREEMENT

BETWEEN:

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

(hereinafter called "the Municipalities")

and

Dr. Teresa Ostapowicz

(hereinafter called "Dr. T. Ostapowicz")

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 Joint Municipal Physician Recruitment & Retention Committee to recruit a physician or physicians to provide such services;

AND WHEREAS Dr. T. Ostapowicz wishes to enter into an agreement with the Municipalities for the provision of medical services;

AND WHEREAS Dr. T. Ostapowicz wishes to provide such medical services jointly and severally with Dr. Daniel Ostapowicz (hereinafter referred to as "Dr. D. Ostapowicz"; collectively referred to as "the Physicians");

AND WHEREAS the Municipalities wish to provide financial assistance to the Physicians to attract them to practise medicine at the Madawaska Valley Family Health Organization/St. Francis Memorial Hospital and the Valley Manor Long Term Care Home in the Township of Madawaska Valley (collectively, "the Facilities"), the Municipalities and Dr. T. Ostapowicz (collectively the "Parties") agree as follows

TERMS OF AGREEMENT

1. In this agreement:

"Physician" means: a person qualified to practice family medicine in the Province of Ontario and who is in good standing with the College of Physicians and Surgeons of Ontario;

2. The Municipalities together shall pay the total sum of \$150,000.00 toward the Physicians' living expenses (whether incurred before or after the execution of this Agreement) payable as follows: \$60,000.00 payable on the signing of this Agreement and \$30,000.00 in three equal instalments as follows, payable on the anniversary date of the signing of this Agreement. Each of the Physicians shall be entitled to receive separate payment of up to fifty percent (50%) of the sums referred to herein.

January 15, 2021	\$60,000.00
January 15, 2022	\$30,000.00
January 15, 2023	\$30,000.00
January 15, 2024	\$30,000.00
January 15, 2025	End of Term of Service

## TERMS OF SERVICE

3. The Physicians shall practise family medicine on a full-time basis as a one full-time equivalent ("FTE") family physician at the Facilities for a continuous period of not fewer than four (4) years (the "Term of Service"). The Physicians shall determine between them on an on-going basis what proportion of the FTE family physician each shall fulfill during the Term of Service, subject to the operational needs and any applicable by-laws, policies, or procedures of the Facilities.
4. Each Physician must obtain active staff privileges, as defined in the St. Francis Memorial Hospital Medical Staff By-Laws, attached as Schedule "B" to this Agreement, and as it may be amended from time to time. Each Physician shall participate in the Emergency Room roster and the Hospitalist roster as per the St. Francis Memorial Hospital Medical Staff By-Laws. An exemption from or modification of the on-call duties may be agreed upon in advance by the Medical Advisory Committee in writing. Each Physician must notify the Joint Municipal Physician Recruitment and Retention Committee of this change in the Return of Services.
5. The Physicians shall apply to be a Staff Physician at the Valley Manor Long Term Care Home and sign and abide by the Attending Physician Agreement, attached as Schedule "C" to this Agreement, and as it may be amended from time to time.

## Medical Training and Certification

6. Dr. T. Ostapowicz warrants that she is qualified to practice family medicine in the Province of Ontario and is a member in good standing with the College of Physicians and Surgeons of Ontario ("CPSO"). Dr. T. Ostapowicz further warrants that she will, upon request of the Joint Municipal Physician Recruitment and Retention Committee, provide evidence of a certificate of registration issued by the CPSO and will immediately advise the Committee of any reduction to or revocation of privileges, registrations, or memberships, or of any complaint that has been referred to the CPSO, as pertains to the provision of services under this Agreement.

## Non-Completion of Term of Service

7. If Dr. T. Ostapowicz or the Physicians, jointly or severally, fail to practise medicine at the Facilities on the basis described herein or fail to complete the Term of Service required in this Agreement, the Physicians will repay the Municipalities a pro-rated portion of all amounts paid by the Municipalities to the Physicians under this Agreement. The Physicians shall repay the applicable amount to the Municipalities within 90 days of the termination of this Agreement. Such demand may be made as against Dr. T. Ostapowicz and/or against the Physicians jointly. Proration shall be based on the number of years of service completed. Interest on repayment amounts shall be charged at the rate of 7 per cent per annum calculated annually based on the date of disbursement for the repayment amount (or partial amount) as identified in the contract.
8. Notwithstanding paragraph 7 of this Agreement, the Municipalities, in their sole and absolute discretion, may reduce any refund required to be paid by Dr. T. Ostapowicz or the Physicians or may agree on reasonable repayment terms of such refund in the event that the Physicians do not complete the full term of service for reasons not within the control of the Physicians or otherwise on compassionate grounds to be determined by the Municipalities.

## Vacation

9. Dr. T. Ostapowicz shall be entitled to vacation not exceeding six weeks in each year of the Term of Service. . The Physicians may take their vacation at the same time.

## Leave Of Absence

10. If during the period of service, both of the Physicians wish to take a joint leave of absence, other than a leave provided for by the *Employment Standards Act, 2000*, they shall notify the Municipalities in writing informing the Municipalities of the reason for the leave, and the amount of time requested for leave. They may take such leave only with the consent of the Municipalities, which shall not be unreasonably withheld. Where leave is granted, the Physicians must extend their 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.
11. The Physicians must give the Municipalities six months' notice of the timing of the commencement of the proposed joint leave of absence and the reason for the leave. They shall provide a locum to ensure continuation of medical services in their absence, save and except for extraordinary circumstances when due to the nature of the leave such notice is not reasonably possible. For

clarity, where either of Dr. T. Ostapowicz or Dr. D. Ostapowicz commences leave and the other continues to perform the full-time duties of the FTE family physician, this paragraph shall not apply.

12. Where paragraph 11 applies, the provision of full Locum coverage of the Physicians' practice for the duration of the leave of absence will ensure that the Physicians receive any payment instalments that come due during the leave of absence. If the leave is granted and Locum coverage of the practice is not provided, the Physicians must extend their 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.

#### Termination

13. The Municipalities shall be entitled to terminate this agreement at any time upon the failure of Dr. T. Ostapowicz or the Physicians to fulfill the obligations under this agreement, provided the Municipalities have provided written notice to the Physicians of the failure and such failure is not remedied to the Municipalities' reasonable satisfaction within thirty (30) days of the notice date.

Dr. T. Ostapowicz agrees that upon termination of this Agreement by the Municipalities in accordance with the terms herein, the Municipalities are relieved of any further or other obligations to Dr. T. Ostapowicz related to or arising out of this Agreement. Dr. T. Ostapowicz specifically acknowledges and agrees that she is not an employee, officer, or agent of the Municipalities and that nothing contained in this Agreement shall be construed so as to make Dr. T. Ostapowicz an employee of the Municipalities or to impose any liability that may arise as between an employer and employee, as the case may be.

#### Notices

14. 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 Dr. T. Ostapowicz 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

15. 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

16. No supplement, modification, waiver or termination of this Agreement, other than a termination provided for in paragraph 13, above, 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

17. 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

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

#### Joint and Severally

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

#### Governing Law

20. 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.

#### Headings

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

#### Currency

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

#### Independent Legal Advice

23. Dr. T. Ostapowicz confirms that prior to the execution of this Agreement, she had the full and complete opportunity to obtain independent legal advice and representation, and that she has either done so or has declined to do so freely and voluntarily.

24. In the event that Dr. T. Ostapowicz declines to obtain independent legal advice and representation prior to the execution of this Agreement, she hereby covenants and agrees not to raise as a defence to any action to enforce this Agreement or seek remedy pursuant to this Agreement, such lack of independent legal advice or representation.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals at Barry's Bay, Ontario this 15th day of January, 2021

Seal North Algona Wilberforce Township

\_\_\_\_\_  
James Brose, Mayor

Seal The Township of Brudenell, Lyndoch & Raglan

\_\_\_\_\_  
Sheldon Keller, Mayor

Seal The Township of Killaloe, Hagarty & Richards

\_\_\_\_\_  
Janice Visneskie-Moore, Mayor

Seal The Township of South Algonquin

\_\_\_\_\_  
Jane Dumas, Mayor

Seal The Township of Madawaska Valley

\_\_\_\_\_  
Kim Love, Mayor

**Address for Notice:**  
Township of Madawaska Valley  
85 Bay Street, P.O. Box 1000  
Barry's Bay, Ontario K0J 1B0

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

DATED at Barry's Bay, Ontario this 15th day of January, 2021

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

\_\_\_\_\_  
Dr. Teresa Ostapowicz

**Address for Notice:**  
Dr. Teresa Ostapowicz  
PO Box 1308  
Barry's Bay, Ontario K0J 1B0

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO: 21-629**

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 North Algonquin, Wilberforce Township, the Township of Brudenell, Lyndoch & Raglan, the Township of Killaloe, Hagarty and Richards and the Township of Madawaska Valley, and Dr. Teresa Ann Ostapowicz, Physician.

**WHEREAS** the Township of South Algonquin, North Algonquin Wilberforce Township, the Township of Brudenell, Lyndoch & Raglan, the Township of Killaloe, Hagarty and Richards and the Township of Madawaska Valley, deem it in the best interest of the municipalities to enter into an agreement with, Dr. Teresa Ann Ostapowicz, to provide financial assistance to the Physician, who in turn will provide medical services at the St. Francis Memorial Health Centre / St. Francis Memorial Hospital and Valley Manor Inc.;

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

1. **THAT** the Mayor is hereby authorized to execute the Agreement in the form attached hereto and marked as **Schedule "A"** to this By-law, and affix the Corporate Seal on behalf of the municipality.
2. **THAT Schedule "B"** form part of this Agreement/By-Law.
3. **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 3<sup>rd</sup> DAY OF February, 2021.**

\_\_\_\_\_  
Mayor – Jane A. E. Dumas

\_\_\_\_\_  
CAO/Clerk Treasurer-Holly Hayes

**READ A THIRD TIME AND PASSED THIS 3<sup>rd</sup> DAY OF February, 2021.**

\_\_\_\_\_  
Mayor – Jane A. E. Dumas

\_\_\_\_\_  
CAO/Clerk Treasurer-Holly Hayes











- n) ensure that all of his or her documentation is current, clear, legible, dated and signed;
- o) participate in team discussions regarding advance directives with residents and/or families/substitute decision-makers as required;
- p) communicate with the CEO with respect to infectious disease surveillance in the Home; and
- q) notify the CEO and the Medical Director immediately of any changes to the Attending Physician's license to practice medicine or hospital privileges.