

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN
BY-LAW NO: 21-630**

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. Erin Murray, Medical Student/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. Erin Murray, to provide financial assistance to the Medical Student/Physician,, who in turn will provide medical services at the St. Francis Memorial Health Centre / St. Francis Memorial Hospital and Valley Manor Inc., upon successful completion of her residency program;

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"** and **Schedule "C"** 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 3rd DAY OF February, 2021.

Mayor – Jane A. E. Dumas

CAO/Clerk Treasurer-Holly Hayes

READ A THIRD TIME AND PASSED THIS 3rd DAY OF February, 2021.

Mayor – Jane A. E. Dumas

CAO/Clerk Treasurer-Holly Hayes

medicine on a full-time basis as a family physician at the Facilities for a continuous period of not fewer than five (5) years (the "Term of Service"), subject to the operational needs and any applicable by-laws, policies, or procedures of the Facilities..

4. The Physician must obtain associate staff privileges for a probationary period and active staff privileges following this period, 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. The 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. The Physician must notify the Joint Municipal Physician Recruitment and Retention Committee of this change in the Return of Services. An exemption has been provided to the Physician, and it is attached to this Agreement as Schedule "D".
5. The Physician 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. The Medical 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.
7. The Medical Resident 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 August 1, 2021.
8. Once qualified to practice family medicine in the Province of Ontario, the Physician warrants she will become a member in good standing with the College of Physicians and Surgeons of Ontario ("CPSO"). The Physician 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

9. If the Medical Resident does not complete her studies, fails to complete the residency, fails to be certified by the College, or fails to practise medicine at the Facilities on the basis described herein or fails to complete the Term of Service required in this Agreement, the Physician will repay the Municipalities a pro-rated portion of all amounts paid by the Municipalities to the Physician under this Agreement. The Physician shall repay the applicable amount to the Municipalities within 90 days of the termination of this Agreement. 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.
10. Notwithstanding paragraph 9 of this Agreement, the Municipalities, in their sole and absolute discretion, may reduce any refund required to be paid by the Medical Resident/the Physician or may agree on reasonable repayment terms of such refund in the event that the Medical Resident/the Physician does not complete the full term of service for reasons not within the control of the Medical Resident/the Physician or otherwise on compassionate grounds to be determined by the Municipalities.
11. The Parties on mutual consent in writing may extend the time for the completion of the Medical Resident's studies or residency and the commencement of full-time practice of family medicine.

Vacation

12. The Physician shall be entitled to vacation not exceeding six weeks in each year of the Term of Service. . The Parties acknowledge and agree that regular vacation periods are not part of a leave of absence.

Leave Of Absence

13. If during the period of service, the Physician wishes to take a leave of absence, other than a leave provided for by the *Employment Standards Act, 2000*, 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.

14. 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. She shall provide a locum to ensure continuation of medical services in her absence, save and except for extraordinary circumstances when due to the nature of the leave such notice is not reasonably possible.
15. Where paragraph 14 applies, the provision of full Locum coverage of the Physician's practice for the duration of the leave of absence will ensure that the Physician receives 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 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.

Termination

16. The Municipalities shall be entitled to terminate this agreement at any time upon the failure of the Medical Resident/the Physician to fulfill the obligations under this agreement, provided the Municipalities have provided written notice to the Medical Resident/the Physician of the failure and such failure is not remedied to the Municipalities' reasonable satisfaction within thirty (30) days of the notice date.

The Medical Resident/the Physician 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 the Medical Resident/the Physician related to or arising out of this Agreement. The Medical Resident/the Physician 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 the Medical Resident/the Physician 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

17. 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 Resident/the 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

18. 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

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

20. 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

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

Joint and Severally

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

Governing Law

23. 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

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

Currency

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

Independent Legal Advice

26. The Medical Resident 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.
27. In the event that the Medical Resident 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 Medical Resident as defined above.

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

Witness:

Ms. Erin Murray

Address for Notice:
Ms. Erin Murray
3707 Stafford Third Line,
Pembroke, Ontario K8A 6W4

ATTENDING PHYSICIAN AGREEMENT

THIS AGREEMENT is made this _____ Date

BETWEEN:

Dr. _____

(the "Attending Physician")

AND

VALLEY MANOR INC.

(the "Licensee")

WHEREAS the Long-Term Care Homes Act, 2007 and its regulation require that there is a written contract between a licensee of a Long-Term Care Home and its attending physician;

AND WHEREAS all residents of Valley Manor (the "Home") require the service of an attending physician;

AND WHEREAS the Attending Physician is the physician of record with the responsibility to provide care to individual residents within the Home;

AND WHEREAS the Attending Physician wishes to enter into an Agreement with the Licensee to perform the services and the Home described herein;

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

1.0 Throughout the term of this Agreement, the Licensee shall:

1.1 make available to the Attending Physician copies of the applicable legislation and policies; and

1.2 provide the Attending Physician with access to the Home and cooperation from staff when carrying out the responsibilities detailed in this Agreement.

2.0 The Attending Physician confirms that he/she:

2.1 is a legally qualified medical practitioner licensed to practice medicine in Ontario.

2.2 holds and will maintain a medical staff appointment at St. Francis Memorial Hospital; and

2.3 has and will obtain and maintain in full force and effect during the term of this Agreement current and valid malpractice insurance with a minimum of \$5 million per incident and an aggregate of no less than \$10 million.

3.0 Throughout the term of this Agreement, the Attending Physician will:

3.1 perform all the duties and responsibilities set out in Appendix "B" which is attached hereto and forms a part of this Agreement

3.2 be accountable to the Medical Director and CEO for meeting the Home's by-laws, policies, standards and protocols for medical services;

3.3 assess, plan, implement and evaluate the resident's medical care and will develop a medical plan of treatment for the resident and participate in the interdisciplinary approach to care;

3.4 documents each resident's health record upon admission and upon each subsequent visit with the resident where medical services are provided to maintain continuity and ongoing evaluation of all medical services as these relate to clinical diagnosis;

3.5 provide or make arrangements for after-hours coverage and on-call coverage for residents for whom he/she provides medical care, in accordance with the ON-CALL schedule at St. Francis Memorial Hospital;

3.6 When not personally available to take calls, advise the Home of emergency medical services which may be utilized; and

3.7 participate on committees as requested by the Medical Director or CEO (e.g. continuous quality improvement, pharmacy and therapeutics, infection control, professional advisory, medical records committees, etc.)

4.0 The Licensee agrees to indemnify and save harmless the Attending Physician from any claims, demands, damages or actions brought against the Attending Physician directly or indirectly relating to the negligent provision of services by staff of the Home pursuant to this Agreement.

5.0 The Attending Physician agrees to indemnify and save harmless and/or the Home from any claims, demands, damages or actions brought against the Licensee and/or the Home directly or indirectly relating to the negligent provision of services by the Attending Physician pursuant to this Agreement.

6.0 The Attending Physician will be appointed by the Board of Directors of the Licensee on the advice of the Medical Director.

7.0 The Attending Physician shall notify the CEO and Medical Director immediately in the event that he/she is no longer available to care for a resident, so that alternate medical coverage may be arranged.

8.0 The Licensee and the Attending Physician agree that the relationship between them under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Attending Physician as an employee, officer, director or shareholder of the Licensee for any purpose whatsoever. The Attending Physician shall be solely responsible for the withholding and payment of taxes, premiums, contributions and remittances of any nature, including any interest or penalties or other amounts, required by an applicable governmental authorities.

9.0 This Agreement shall remain in effect for one (1) year from the date first written above, or until either one of the parties give sixty (60) days' written notice to the other terminate this Agreement. If there is a fundamental breach of this Agreement by the Attending Physician or by the Licensee, this Agreement may be terminated immediately by the party not in default of this Agreement.

10. This Agreement may be amended by written agreement signed by the parties and attached hereto, and such amendments shall be adhered to and have the same force and effect as if they had originally formed part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Attending Physician Signature	Witness

Attending Physician Name and Address

Dr. _____ Address

CPSO Number: _____

Licensee, per: Valley Manor

Trisha Sammon, CEO Signature	Witness, Signature
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APPENDIX "B"

The Attending Physician shall:

- a) counsel residents when medications are commenced, discontinued and dosages adjusted, as necessary;
- b) countersign all verbal orders/directions and laboratory reports within seven (7) days;
- c) assist the Licensee and the Medical Director with the preparation of an Annual Report to the Ministry of Health and Long-Term Care in accordance with the Long-Term Care Homes Act, 2007 and its regulation;
- d) comply with applicable provincial legislation;
- e) provide an opportunity for the resident/substitute decision-maker to participate fully in the development and revision of the resident's medical care plan;
- f) communicate with the resident, resident's family or substitute decision-maker as appropriate, and provide information to them regarding the resident's health status as well as the completion of documentation on the progress notes of such communications;
- g) refer residents to the appropriate medical consultants and/or other health practitioners, i.e., physiotherapist, occupational therapists, social workers, speech therapists, when indicated;
- h) where the physical or mental condition of a resident is such that the resident cannot properly be cared for in the Home, document such and attempting to arrange for the resident to be admitted to a general hospital or other home best suited to provide the care required by the resident as decided upon collaboration with the Medical Director;
- i) liaise with local hospital(s) to facilitate admission(s) and referrals to specialists;
- j) requisition diagnostic services as the resident's condition warrants;
- k) make reasonable efforts to provide to residents under his or her care the following:
 - communication with family/substitute decision-maker;
 - completion of transfer forms;
 - telephone advice to Home staff; and
 - completion of resident-specific Ministry of Health and Long-Term Care forms
- l) follow the Home's policies on documentation with special reference to the interdisciplinary approach, transfer information and discharge orders;
- m) maintain records consistent with the College of Physicians and Surgeons of Ontario record-keeping requirements and any specific records required by regulation;

- 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.

FROM THE DESK OF

DR. JASON MALINOWSKI

Chief of Staff, St. Francis Memorial Hospital
Barry's Bay, Ontario

Wednesday, December 2, 2020

Dr. Erin Murray
University of Ottawa Family Medicine
Pembroke Satellite Program

Dear Dr. Murray,

This letter indicates that, for the purposes of your return-of-service contract with the municipal recruitment committee, you have been granted an exemption from the Emergency Department call schedule and duties at St. Francis Memorial Hospital.

It is, of course, our hope that you will over time become more comfortable with Emergency Department duties, and the support that you would receive from the back-up physician.

On behalf of the medical staff, administration, staff, and board, welcome again to the St. Francis Memorial Hospital medical team.

Sincerely yours,



Dr. Jason Malinowski

Chief of Staff and Chair of the Medical Advisory Committee,

St. Francis Memorial Hospital

Barry's Bay, ON