

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

BY-LAW NO. 2017-10

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY AND THEIR PARTNERING MUNICIPALITIES OF THE TOWNSHIP OF NORTH ALGONA WILBERFORCE, THE TOWNSHIP OF SOUTH ALGONQUIN, THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS AND THE TOWNSHIP OF BRUDENELL, LYNDOKH AND RAGLAN, AND DR. STEVEN CHEN, MEDICAL STUDENT.

**WHEREAS** the Township of Madawaska Valley, the Township of North Algona Wilberforce, the Township of South Algonquin, the Township of Killaloe, Hagarty and Richards and the Township Brudenell, Lyndoch and Raglan, deem it in the best interest of municipalities to enter into an agreement with, Dr. Steven Chen, to provide financial assistance to the Medicine Student/Physician, who in turn will provide medical services at the St. Francis Memorial Health Centre/St. Francis Memorial Hospital upon successful completion of his residency program;

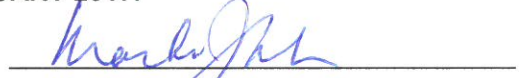
**NOW THEREFORE** the Council of North Algona Wilberforce Township enacts as follows:

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 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 17<sup>th</sup> DAY OF JANUARY 2017.



MAYOR

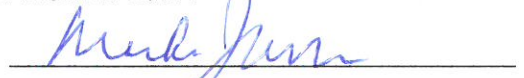


INTERIM CAO/CLERK

READ A THIRD TIME AND PASSED THIS 17<sup>th</sup> DAY OF JANUARY 2017.



MAYOR



INTERIM CAO/CLERK

## **MEDICAL SERVICES AGREEMENT**

BETWEEN:

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

(hereinafter called "the Municipalities")

and

**DR. STEVEN CHEN**

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

**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 him to practise 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:

1. In this agreement:

"Medical Student" means:

a person engaged 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;

2. 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) payable as follows: \$50,000.00 payable on the signing of this Agreement and \$25,000.00 for the following four years, payable on the anniversary date of the signing of this Agreement.

### **TERMS OF SERVICE**

3. Within three months of completion of his 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 practise medicine in the Province of Ontario, the Medical Student shall practise 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).

4. 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 he can continue to be responsible for in-patients and participate in the on-call emergency department schedule at St. Francis Memorial Hospital.

5. The Medical Student shall also apply for staff privileges at the Valley Manor so that he can continue to be responsible for long-term care patients.

### **Medical Training and Certification**

6. The Medical Student warrants that he 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 Student shall provide to the Municipalities evidence of successful completion of each year of studies on or before June 30 of each year starting in 2017 and continuing in each subsequent year until conclusion of the medical students training.

8. The medical student agrees to proceed diligently to complete his studies and residency requirements on a full time basis and agrees to use his best efforts to become qualified to practise family medicine in the Province of Ontario on or about the (date of completion).

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

9. If the Medical Student does not complete his studies, fails to complete the residency, fails to be certified by the College, fails to practise medicine at St. Francis Memorial Health Centre/St. Francis Memorial Hospital, or fails to complete the term of service required in this Agreement, all amounts paid by the Municipalities to the medical Student under this Agreement shall become due and payable forthwith upon demand by the Municipalities together with interest from the date of each payment at the rate of 7 per cent per annum calculated annually.

10. Notwithstanding paragraph no. 9 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 practise 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.

11. 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.

#### **Vacation**

12. The Physician shall be entitled to periods of 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, he shall notify the Municipalities in writing informing the Municipalities of the reason for the leave, and the amount of time requested for leave. He may take such leave only with the consent of the Municipality, which shall not be unreasonably withheld. Where leave is granted, the Physician must extend his 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, save and except for such circumstances where such notice is not reasonably possible. He shall provide a locum to provide medical services in his absence, except in special or extraordinary circumstances when the nature of the leave which may preclude his from doing so, in which case the Physician will make his best efforts to provide the locum.

#### **Termination**

15. The Municipalities shall be entitled to terminate this agreement at any time upon the failure of the Medical Student or Physician, to fulfill his 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 thirty (30) days of the notice date.

#### **Notices**

16. 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**

17. 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.

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**Amendment/Waiver**

18. 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**

19. 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**

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

**Joint and Severally**

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

**Governing Law**

22. 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**

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 full and complete opportunity to obtain independent legal advice and representation, and that the Medical Student has either done so or has declined to do so.



26. In the event that the Medical Student declines to obtain independent legal advice and representation prior to the execution of this Agreement, the Medical Student 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 20<sup>th</sup> day of January, 2017

seal

**North Algona Wilberforce Township**



Deborah Farr, Mayor

seal

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

Garry Gruntz, Mayor

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

seal

Janice Visneskie-Moore, Mayor

**The Township of South Algonquin**

seal

Jane Dumas, Mayor

**The Township of Madawaska Valley**

seal

Kim Love, Mayor

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

email - [info@madawaskavalley.ca](mailto:info@madawaskavalley.ca)

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

DATED at Barry's Bay, Ontario this 20th day of January, 2017

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

\_\_\_\_\_  
Student: Dr. Steven Chen

**Address for Notice:**  
36 Cheltonia Way  
Kanata, Ontario K2T 1G2

email: [steven.x.chen@gmail.com](mailto:steven.x.chen@gmail.com)

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