

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. Daniel Ostapowicz

(hereinafter called "Dr. D. 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. D. Ostapowicz wishes to enter into an agreement with the Municipalities for the provision of medical services;

AND WHEREAS Dr. D. Ostapowicz wishes to provide such medical services jointly and severally with Dr. Teresa Ostapowicz (hereinafter referred to as "Dr. T. 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. D. 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. D. Ostapowicz warrants that he 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. D. Ostapowicz further warrants that he 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. D. 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. D. 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. D. 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. D. 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. D. Ostapowicz or Dr. T. 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. D. 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. D. 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. D. Ostapowicz related to or arising out of this Agreement. Dr. D. Ostapowicz specifically acknowledges and agrees that he 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. D. 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. D. Ostapowicz at his 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. D. Ostapowicz confirms that prior to the execution of this Agreement, he had the full and complete opportunity to obtain independent legal advice and representation, and that he has either done so or has declined to do so freely and voluntarily.
24. In the event that Dr. D. Ostapowicz declines to obtain independent legal advice and representation prior to the execution of this Agreement, he 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

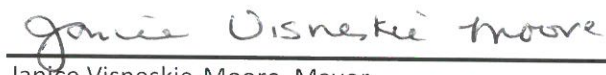
Seal

The Township of Brudenell, Lyndoch & Raglan

  
Sheldon Keller, Mayor

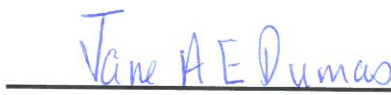
Seal

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 he qualifies as a Physician as defined above.

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

  
Witness:

  
Dr. Daniel Ostapowicz

**Address for Notice:**

Dr. Daniel Ostapowicz  
PO Box 1308  
Barry's Bay, Ontario K0J 1B0



# BYLAWS

Approved June 10, 2014

Revised June 2017

*St. Francis Memorial Hospital Bylaw, June 10, 2014*

ATTENDING PHYSICIAN AGREEMENT

THIS AGREEMENT is made this April 29, 2020

BETWEEN:

Dr. Daniel Michael Ostapowicz

(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 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;

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

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 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.

8.0 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.



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

Teresa Ostapowicz

Witness

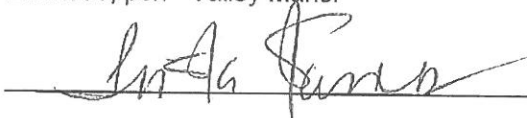


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Attending Physician Name and Address

Dr. Daniel Michael Ostapowicz  
21 St. Francis Memorial Drive, Barry's Bay, Ont. K0J 1B0  
CPSO Number: 120576

Licensee, per: Valley Manor



Trisha Sammon, CEO

Witness



Marlene Shulist, Assistant CEO

to

## 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.