

**THE CORPORATION OF THE CITY OF ST. THOMAS**

**HEALTH RECRUITMENT PARTNERSHIP**

**ROOM 309**  
**CITY HALL**

**2:30 P.M.**

**January 26, 2016**

1. Approval of Minutes – December 15, 2015
2. Activity Report and Recruitment Projects: Cheryl Fish, Health Recruiter.  
**Pages 2-3**
3. Request to meet with Minister at Good Roads re Nurse Practitioner
4. Proposed 2016 Budget (to follow)
5. Correspondence from Dr. Derek Haruta – Elmdale Health Centre. **Pages 4-5**
6. New Business
7. Unfinished Business
  - a) Francis Osih. **Pages 6-13**
8. Next Meeting
9. Adjournment

## **St. Thomas –Elgin Health Recruitment Partnership Committee**

### **Update Report December 2015 & January 2016**

#### **Activities:**

- 1) Home for the Holiday Lunch on Dec. 22<sup>nd</sup> was well attended. Many people sent emails thanking us for hosting this event and commenting on what a great time they had. Expanding the invitation list was a great opportunity to include those individuals we are working with or have expressed an interest in the opportunities we have available in St Thomas and Elgin County.
- 2) On December 15<sup>th</sup> Theresa Agnew, Executive Director of the Nurse Practitioners' Association gave an informative presentation to the committee. In follow up to her presentation I sent a number of questions to Theresa looking for additional information. She has responded and the committee will be discussing Nurse Practitioners at our next meeting.
- 3) The lead for the new Elmdale FHO, Dr. Tenbergen has advised that she has sufficient interest expressed from 6-8 physicians and will now focus on getting the commitments completed. A waiting list has been compiled just in case it's required, however Dr. Tenbergen is very pleased with the team she has selected. Now she is working on finalizing the clinic design layout. She has been in contact with the Ministry representative for discussion on timing, details etc.
- 4) I continue to work with Jackie Harris from the CCHC to find replacement for 3 physicians. So far we have one new grad who wishes to join the centre when she graduates in June. Ads have been placed and interviews are taking place. A locum starts next week who will cover for a few weeks while Jackie continues to interview for replacements. I will continue to make filling these positions a priority.
- 5) Dr. Haruta has advised that the construction on the Elmdale Medical Clinic is progressing. He continues to be contacted by individuals and organizations looking to discuss the possibility of space in this facility. He is very pleased with the team that Dr. Tenbergen has selected and continues to work with her and the team on the design details.
- 6) I have a physician who is interested in discussing joining the Bell Centre in Port Stanley. I've placed her in contact with Dr. Richter. They will be speaking next week. She selected Port Stanley as the first priority when we reviewed the opportunity list, however she will provide me with a list of other options as soon as possible. This physician is presently working in London, but is looking for a change.

- 7) Over the last several months I've been in contact with 7 physicians. Several of them are new grads and a couple of them have their license and are looking for options. We continue to have lots of opportunity in St Thomas and Elgin in a variety of practise models.
- 8) I have renewed my annual membership with CASPR, the Canadian Association for Staff Physician Recruiters. This will allow me to continue to run ads for opportunities Canada wide as well as network with other recruiters to share success and challenges and receive the quarterly newsletter.
- 9) I received and reviewed The Baker Price Report and the white paper "Patient First".

Submitted by:

Cheryl Fish  
Health Recruiter

***Dr. Derek Haruta***

***Family Dentistry***

***230 First Avenue, Suite 204  
St. Thomas, Ontario, N5R 4P5  
(519)631-6641***

January 19, 2016

Mr. Wendell Graves  
City Manager, City of St. Thomas  
545 Talbot Street,  
St. Thomas, ON, N5P 3V7

Dear Wendell,

I wish to update the Healthcare Partnership on the progress of physician recruitment for the Elmdale Health Centre. My goal for this project is to build a sustainable infrastructure that will allow St. Thomas' healthcare needs to be addressed for years to come. The design and quality of the building is meant to be functional and attractive for decades to allow future recruitment to the facility as physicians transition out of their practices. A full size brick clad building rather than an economically built strip plaza type structure was selected to compete with neighbouring communities and allow auxiliary healthcare providers to occupy the site to care for the patients needs. Cheryl Fish has worked tirelessly with me to meet with physicians on evenings and weekends. The end result is we have recruited a team of physicians ready to start their medical career in St. Thomas.

Dr. Melissa Tenbergen is the new lead for the FHO. She currently works part-time in the Emergency Department of STEGH and will work part-time in the new FHO. I anticipate that we will have 4 full-time physicians and 4 part-time physicians for a total of 6 full-time physician equivalents.

Last year I received approval for 3 physician recruitment grants. I am requesting additional 3 physician recruitment grants to allow me to supply the needs of the physicians that I have recruited. The funds will be used to purchase equipment that the physicians will need such as exam tables, diagnostic equipment, EMR and other items the physicians deem necessary. My objective is to have the equipment owned by the FHO and not the individual physicians. This way the proceeds of the grant money won't disappear 5 years from now when a physician leaves. This will allow the City's investment in healthcare to last longer than the 5 year commitment that the physicians are required to fulfil. In addition I have offered the FHO a 5 year interest free loan to purchase additional equipment that the FHO requires above and beyond the City's generous grant. I am currently in discussions with medical suppliers to receive quotes for their products. My hope is by obtaining best pricing it will reduce the amount of my

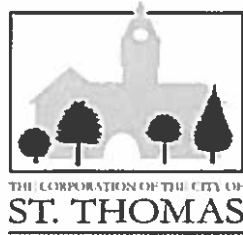
personal loan I will have to advance to the physicians. I would like access to these funds as soon as possible to be able to act on the suppliers' quotes.

As mentioned above, other healthcare providers will be in the building. I am in discussions with a new radiologist who wishes to relocate to St. Thomas. She will be seeking a licence from the Ministry of Health and has asked for letters from the lead of the FHO and myself to support her case for the licence. She would like to open a new imaging diagnostic clinic in the building to support the FHO. As well Life Labs, a pharmacy, optometrists and a physiotherapy clinic are discussing possible space in the building. The physicians thought that these additional services would assist them in their patient care. New job creation has become a big spin off as a result of this project. I have contacted Western University to garner support to have the facility become a teaching centre. This would allow future residents to see the benefits of St. Thomas. Dr. George Kim has endorsed our project and will assist us if requested. I am honoured to be a part of this project and would like to thank the City for supporting my efforts to contribute to the City's healthcare needs.

Sincerely,

Dr. Derek Haruta

Wendell S. Graves, MPA, CET, AMCT  
City Manager



P.O. Box 520, City Hall  
St. Thomas, ON N5P 3V7  
Telephone: (519) 631-1680  
Ext. 4120  
Fax: (519) 633-9019  
wgraves@stthomas.ca

**REGISTERED MAIL**

January 5, 2016

Mr. Francis Osih  
1023 Apricot Place  
London, Ontario  
N6K 5A5

Dear Mr. Osih

**SUBJECT: PHYSICIAN RECRUITMENT AGREEMENT  
JUNE 2011**

As you are aware you entered into an Agreement with the City of St. Thomas in June 2011 relating to the recruitment of physicians into the St. Thomas – Elgin County area (Agreement attached).

At this point in time it is apparent that the terms of the Agreement have not yet been fulfilled.

While we understand that Dr. Soliman was introduced into the area through your efforts, he is no longer in the community and as such has not met the threshold for 48 months continuous service as required by the agreement. Further, a second physician has never been secured.

Prior to the City taking further action with regard to the Agreement and your personal obligations relating to the \$62,500 loan, I would ask that you provide, in writing, details about the status of your efforts to recruit physicians and, or, if you wish to repay the loan.

Thank you for your attention to this matter.

I look forward to hearing from you.

Yours truly,

Wendell Graves  
City Manager

cc. Health Recruitment Partnership Committee  
Ms. Cheryl Fish, Health Recruiter

THIS PHYSICIAN RECRUITMENT AGREEMENT (this "Agreement") IS MADE  
IN TRIPLICATE ON THE 23rd DAY OF JUNE , 2011 BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(hereinafter called the "Corporation")

- and -

MR. FRANCIS OSIH, a pharmacist, of the  
City of St. Thomas, in the County of Elgin

(hereinafter called "Mr. Osih")

(hereinafter collectively called the "Parties" and individually a "Party")

**WHEREAS:**

1. A shortage of physicians exists in the County of Elgin, including the City of St. Thomas;
2. To address this need the Corporation, the County of Elgin, and the St. Thomas-Elgin General Hospital have agreed to co-operate in an informal alliance known as the Health Professional Partnership;
3. The Health Professional Partnership has authorized the Corporation to act as the administering municipality for the physician recruitment project;
4. In 2010 Mr. Osih opened a medical centre (Sunset Medical Centre) in the City of St. Thomas.
5. The Health Professional Partnership finds that Mr. Osih is an appropriate candidate to participate in this recruitment method and Mr. Osih willing to assist in recruiting two additional physicians, with a priority emphasis on the recruitment of family physicians, to establish practices in the City of St. Thomas or the County of Elgin and wishes to enter this Agreement with the Corporation for these purposes;

NOW THEREFORE, in consideration of the premises and the payments and respective covenants hereinafter set forth, the Parties hereby agree as follows:

**A. TERM OF AGREEMENT**

1. This Agreement shall commence on the date it is fully executed and, if not otherwise terminated hereunder, shall continue in full force and effect until:
  - a. all the covenants herein are fulfilled, or
  - b. the eighth anniversary of the commencement date, whichever of these two events shall be the earlier to occur, (hereinafter called the "Term").

**B. OBLIGATIONS OF MR. OSIH**

1. Under this recruitment project Mr. Osih will facilitate the establishment of 2 physicians, the priority of which will be family physicians, who are new to Elgin County establishing full time medical practices within Elgin County.
2. The physicians recruited by Mr. Osih will practice out of the premises at 188 Sunset Drive.

3. In the event that before the end of the Term a physician recruited by Mr. Osih under this project should fail to continue practicing medicine within the County of Elgin Mr. Osih will recruit another physician new to Elgin County to replace the departing physician, and will thus fulfill the purpose of this Agreement, being to establish 2 additional medical practices within the County of Elgin by the end of the Term of this Agreement. If such need to recruit a replacement physician arises, the Term will continue in accordance with the definition of the Term in Section A.1(a).
4. Mr. Osih will provide to the Corporation at regular intervals throughout the Term written reports summarizing the amounts of the loan that have been expended and retained on hand, as well as the progress of this recruitment project including reference to each of the physicians who have established medical practices and are continuing to practice in Elgin County under this Agreement as well as prospective recruitments, if applicable.

Such reports will be forwarded to the Corporation, to the Attention of the CAO/Clerk, as follows:

- a. when 6 months have elapsed from the advance of the funds to Mr. Osih, an initial summary;
  - b. each year, within 30 days after the anniversary date of this Agreement;
  - c. updates in advance of the arrival of each newly recruited physician and promptly upon any such physician withdrawing from practice in Elgin County; and
  - d. reports at such further and other times as the Corporation may reasonably request information relating to this recruitment project or the loan under this Agreement.
5. Mr. Osih agrees to repay the \$62,500 loan in full together with interest where applicable under the terms of this Agreement, and will accordingly enter into a promissory note in form substantially similar to the promissory note set forth on Schedule A hereto, subject to the terms of this Agreement.
  6. In addition to the above mentioned reports provided by Mr. Osih under this Agreement, Mr. Osih will submit to the Corporation a specific claim with respect to each loan deduction for which he may qualify under Section C4 of this Agreement. Each such claim will briefly list the facts supporting the claim for the deduction including the role of Mr. Osih in the recruitment of the subject new physician.

### **C. OBLIGATIONS OF THE CORPORATION**

1. In consideration of Mr. Osih fulfilling his covenants herein, the Corporation will lend to Mr. Osih the sum of \$62,500.00.
2. Re-payment of the loan shall be subject to deduction as hereinafter set out but the loan shall otherwise be due and payable as follows:
  - a. for so long as Mr. Osih is not in default under any of the terms of this Agreement the loan shall be interest free for the first 5 years of the Term. In the event that any part of the loan remains outstanding on the 5<sup>th</sup> anniversary of this Agreement, interest shall be payable thereafter unless waived by the Corporation;
  - b. the annual interest rate to be charged on the outstanding balance after the 5<sup>th</sup> anniversary shall be set and determined at the discretion of the Corporation but shall in no case be a rate greater than 3% above the variable reference interest rate per year declared by the Bank of Nova Scotia (the "Prime Rate") from time to time to be its prime rate for Canadian dollar loans made by Bank



of Nova Scotia in Canada in effect as at the interest commencement date;

- c. in the event of default at any time by Mr. Osih which he fails to remedy in accordance with this Agreement, interest shall thereafter be payable at a rate which is 5% above the Prime Rate in effect as at the date the default is confirmed;
- d. the entire balance of principal and interest, if any, shall be due for immediate repayment to the Corporation upon any termination of this Agreement before the end of the Term or in any case any balance that remains outstanding on the 8<sup>th</sup> anniversary of this Agreement shall thereupon be due and payable in full to the Corporation.

3. Deductions from the loan:

- a. one half of the original loan amount shall be forgiven and deducted from the balance owed by Mr. Osih each time Mr. Osih confirms that he has successfully facilitated the recruitment of a physician who has not previously had a medical practice based in Elgin County;
- b. for further specificity, the Corporation and Mr. Osih agree that such deduction shall not occur until all of the following conditions have been verified by Mr. Osih with respect to the claim that he is submitting:
  - i. the subject new physician is carrying on a medical practice, and is accepting patients, at a location within Elgin County;
  - ii. the subject new physician has continuously carried on such practice on a full time basis, (or less than full time where specific circumstances have been approved in writing by the Corporation) for a period of forty eight (48) consecutive months;
  - iii. no physician with respect to whom a loan deduction was allowed to Mr. Osih under this Agreement has subsequently ceased to practice family medicine in Elgin County, or if such a removal has occurred the departing physician has been replaced by another new family physician for whom Mr. Osih does not claim a loan deduction.
- c. No later than 30 days after receiving from Mr. Osih a proper claim for deduction, or no later than 30 days after receiving further particulars required by the Corporation, acting reasonably, for verification of such claim, the Corporation shall execute and provide to Mr. Osih a formal release of indebtedness and waiver effectively and permanently forgiving an amount which is one third of the loan amount originally advanced to Mr. Osih under this Agreement, and at the same time the Corporation shall confirm to Mr. Osih the remaining loan balance outstanding, even if nil, after deduction of the forgiven amount.

- 4. Furthermore, the Corporation shall at any reasonable time(s) upon request from Mr. Osih provide to Mr. Osih a current accounting of his outstanding loan obligation including principal and interest, if any;
- 5. The Corporation agrees to provide reasonable feedback to Mr. Osih regarding the Health Professional Partnership's satisfaction or dissatisfaction with Mr. Osih's performance under this Agreement and, in particular, in the event that the Corporation or other members of the Health Professional Partnership have concerns, questions or requests for further information arising from any report submitted by Mr. Osih under Section B.5 herein, the Corporation will respond to Mr. Osih within 30 days after receiving such report.

#### **D. FURTHER AGREED PROVISIONS**

1. Throughout this Agreement references to Elgin County include the City of St. Thomas and all other municipalities and communities geographically located within Elgin County.
2. To fulfill Mr. Osih's obligations under this Agreement it is not necessary that the new physicians he recruits continue to practice at the same location as Mr. Osih's own medical centre as long as the new practices are operated from a location(s) within Elgin County for the duration of the Term.
3. Nothing shall preclude Mr. Osih from repaying the outstanding balance of the loan in full to the Corporation at any time, thereby terminating this Agreement, provided that in such event interest shall be payable on the outstanding balance from the date of advance at the rate described in paragraph C.3 (b) herein.
4. Mr. Osih acknowledges that the Corporation operates as a municipal government and agrees that this Agreement may be disclosed and made public at any time;
5. Mr. Osih agrees to faithfully repay the loan, to the full extent required under the terms of this Agreement and specifically Section 3 above.
6. Nothing herein precludes the absence of Mr. Osih or any physicians recruited under this Agreement during the term of this Agreement by reason of that person's illness or maternity or parental leave in which case she or he shall use their best efforts to provide an alternative family physician to cover their practice during the absence to facilitate the continued care of their patients.
7. Any fraudulent, dishonest or deliberately misleading acts or criminal activity in connection with the subject matter of this Agreement shall be cause for immediate termination of this Agreement. Where any other breach or default arises hereunder the Party alleging such default shall give notice to the other Party, including details of the specific breach or default claimed. In the event that, within 30 days of thus receiving Notice of the alleged act or omission, there has been no remedy of the breach or default, nor satisfactory explanation disproving the allegation, this Agreement shall thereupon be terminated unless the Party which gave the notice elects not to so terminate.
8. Any notice or communication to be given by one party hereunder to the other shall be deemed to be well and sufficiently given and served if faxed or handed to the designated representative of either party or, if mailed, by prepaid registered mail addressed to the following addresses or such other address as a party may provide in writing to the other

In the case of the Corporation

The Corporation of the City of St. Thomas  
 545 Talbot Street  
 City Hall, P.O. Box 520  
 St. Thomas, Ontario  
 N5P 3V7  
 Phone Number: (519)631-1680  
 Fax Number: (519) 633-9019  
 ATTENTION: CAO/City Clerk

In the case of Mr. Osih

Mr. Francis Osih

St. Thomas, ON

9. This Agreement shall not be assignable by the Corporation and Mr. Osih's rights or obligations under this Agreement cannot be assigned by his, except if:
  - a) upon the specific written consent of the Corporation;
  - b) the proposed successor is, or is controlled by, a family medical practitioner; and
  - c) if the proposed successor is a corporation, consent of the Corporation will not be forthcoming, unless the principal owner(s) of the Corporation is/are an individual(s) who agree(s) to personally guarantee the performance and obligations described in this Agreement.
10. The invalidity or unenforceability of any provision or covenant in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein and any such invalid or unenforceable provision or covenant shall be deemed to be separate.
11. Mr. Osih is an independent provider of services and is not an employee, partner or agent of the Corporation. Mr. Osih shall perform his obligations under this Agreement as an independent contractor of the Corporation. Nothing herein shall be deemed to constitute Mr. Osih and the Corporation or one of the participants in the aforementioned "Health Professional Partnership" as partners, joint venturers, or principal and agent. Mr. Osih has no authority to represent the Corporation as to any matters, except as expressly authorized in this Agreement. In no event will either Party's employees be considered agents or employees of the other Party. The Corporation is not responsible for withholding and paying for Mr. Osih any income taxes, employment insurance, or other amounts required by applicable laws to be deducted from payments made to employees.
12. This Agreement constitutes the entire understanding, contract and agreement between the parties hereto in any way relating to the subject matter hereof and supersedes all prior oral or written undertakings, agreements or contracts, formal or informal between the parties hereto or their respective representatives with respect to The Health Professional Partnership recruitment project.
13. This agreement cannot be amended or modified except by further written agreement mutually acceptable to, and signed by, both Parties.

EXECUTED at the City of St. Thomas, Province of Ontario, this 23RD day of JUNE, 2011

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

THE CORPORATION OF THE  
CITY OF ST. THOMAS

Per: \_\_\_\_\_  
H. Jackson-Chapman, Mayor

Per: \_\_\_\_\_  
Wendell Graves, CAO/Clerk

EXECUTED at the City of St. Thomas, Province of Ontario, this 23RD day of  
JUNE, 2011

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mr. Francis Osih

## Schedule A

### Promissory Note

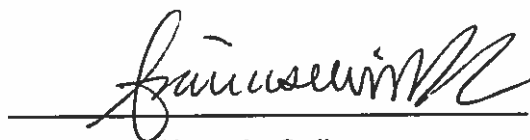
For value received, Mr. Francis Osih (the "**Borrower**") hereby promises to pay to or to the order of The Corporation of the City of St. Thomas (the "**Corporation**") the principal sum of sixty-two thousand, five hundred dollars (\$62,500.00) in lawful money (the "**Principal**") together with interest in accordance with the following:

- (a) for so long as the Borrower is not in default under any of the terms of the Physician Recruitment Agreement of even date with the Corporation (the "**Agreement**") this loan shall be interest free for the first 5 years of the Term. In the event that any part of the loan remains outstanding on the 5<sup>th</sup> anniversary of the Agreement, interest shall be payable thereafter unless waived by the Corporation;
- (b) the annual interest rate to be charged on the outstanding balance after the 5<sup>th</sup> anniversary shall be set and determined at the discretion of the Corporation but shall in no case be a rate greater than 3% above the variable reference interest rate per year declared by the Bank of Nova Scotia (the "**Prime Rate**") from time to time to be its prime rate for Canadian dollar loans made by Bank of Nova Scotia in Canada in effect as at the interest commencement date;
- (c) in the event of default at any time by the Borrower which he fails to remedy in accordance with the Agreement, interest shall thereafter be payable at a rate which is 5% above the Prime Rate in effect as at the date the default is confirmed;

The Borrower agrees that entire balance of principal and interest, if any, shall be due for immediate repayment to the Corporation upon any termination of the Agreement before the end of the Term of the Agreement or in any case any balance that remained outstanding on the 8<sup>th</sup> anniversary of the Agreement shall thereupon be due and payable in full to the Corporation.

The balance due under this Promissory Note shall be calculated in accordance with all applicable terms of the Agreement

IN WITNESS WHEREOF the Borrower has executed this promissory note this 23RD day of JUNE, 2011.

  
Francis Osih