



HEALTH RECRUITMENT PARTNERSHIP

ZOOM

8:30 A.M.

November 7, 2022

1. Disclosures of Conflict of Interest
2. Confirmation of Minutes : October 3, 2022
3. Activity Report and Recruitment Projects : Cheryl Fish, Health Recruiter **Pages 2-3**
4. New Business
 - Health Recruitment Incentive Funding to Dr. Steven Rioux. **Pages 4-10**
5. Unfinished Business
 - Physician Recruitment and “Wait List” Website Costs – **No Action Taken to Date**
6. Next Meeting
7. Adjournment

St. Thomas-Elgin Recruitment Committee

Update Report

October 2022

Activities:

- 1) This month I reached out to 3 of our retired physicians to see if they would be interested in doing locum coverage. I'm awaiting their responses.
- 2) On October 6th Jane Tillmann from Ontario Health and I arranged a zoom meeting with the West Elgin CHC (WECHC). The purpose of the meeting was to determine if there was any way the WECHC could take some patients of Dr. Grigore which could help him move forward with his retirement plans. A couple of suggestions are being investigated.
- 3) I'm pleased to report that following the educational session provided to East Elgin Family Health Team (EEFHT) in Aylmer, they have decided to move forward with the process of taking International Trained Physicians (IMG). Samples of the ads which must be posted nationally have been provided to Cindy Bratt the Executive Director. Jane is reviewing the list for possible candidates. It will cost the EEFHT to participate in this process and the Ontario Health Team has offered their assistance with guidance through the paperwork. This is a timely process and can take over a year. No feedback has been received yet from Ontario Health regarding the possibility of "fast tracking" physicians to allow them to start practicing before the paperwork has been processed.
- 4) In October I spoke with 3 Residents doing placements at STEGH about the practice opportunities we have available now and what is coming in the near future. I prepared a customized summary for each of them and I'm waiting for them to advise how they wish to proceed.
- 5) I continue to work with the Dutton Municipality to find an independent consultant who will assist them in preparing the next operational agreement between the Municipality and their physicians. I have provided them with a couple of options and they are planning on having further discussions.
- 6) I sent an email notice to 6 local medical students advising them that we are offering the Elgin Scholarship Program once again for 2022 and reminding them to send their applications to City Hall prior to November 30th. 2022. I also advised that since the covid restrictions are being lifted we are hoping to host the "Home for the Holiday" lunch/dinner between Christmas and the New Year. They will be providing me with their availability so we can reserve a date when the majority can attend. Initial plans are underway.
- 7) Lori Baldwin-Sands provided me with contact information on an individual who could provide contact info for physicians in Saskatchewan. These physicians are interested in being provided with more information on what practice opportunities we have in Elgin County. I have reached out and requested telephone conversations. More info to follow.

- 8) I was approached by two new physicians to St Thomas and Elgin County with a suggestion they would like to meet and share some thoughts and ideas on new approaches to recruitment and suggested changes to our existing programs which they felt might assist with recruitment and retention. Sandra, Julie, Lori and I met with them for dinner. A list of their suggestions has been summarized and a follow up meeting by Committee officials has been arranged in November to review the list to determine the feasibility and the impact on our budget if the changes were implemented. More information will follow once the list has been reviewed.
- 9) I had the pleasure of touring Dr. Collins Egbujuo's new clinic located at 114 Confederation Drive Suite # 2 in St Thomas. He is now open at this location and has done a fabulous job of repurposing this building into a beautiful modern spacious clinic. The Pharmacy which is included inside this clinic is just completing stocking their shelves and signs have been ordered and should arrive any time. I assisted Dr. Egbujuo by providing contact information of Nurse Practitioners (NP) who might be interested in joining his team. Once a new N.P. is established Dr. Egbujuo intends to increase his patient roster. Please join me in congratulating Dr. Collins on the success of his new endeavor.
- 10) Six Residents doing a placement at STEGH from Oct 24th until Nov. 21st received an email from me asking if we could arrange a telephone call to discuss the clinical practice opportunities available in St. Thomas and Elgin County. Follow up will take place next week.
- 11) In follow up from our last meeting and in response to the Schulich School of Medicine request for volunteers to support the Medicine Admissions process I forwarded the documents to 5 of our local family physicians. Three of them have made applications to participate. During the process I discovered that Dr. Egbujuo had fulfilled this position for a couple of years. He is not going to continue this year as a result of a potential for a conflict of interest. Please join me in thanking Dr. Egbujuo for his past representation. Once I receive notice if our representatives have been selected I will send them "Thank you" notes on behalf of our committee.
- 12) I have been advised by a physician in the Elgin FHO that he will be leaving his family medicine clinic position on or by Oct. 2023 to pursue other practice opportunities. He approved an ad I drafted for him and authorized me to post it on Health Force Ontario. At this time he wants to keep his plans confidential. I have included this FHO opening opportunity in my discussions with Residents and New Grads with the hopes of filling this position by the summer if possible or October at the latest.
- 13) I have registered to attend the Family Medicine Residents Recruitment (FMRW) event hosted by Western University on January 28th 2023. This event will take place in Grand Bend at the Oakwood Inn. I'm looking forward to participating as this event is well attended by 1st and 2nd year Residents and is a great opportunity for us to highlight the practice opportunities we have available.

Submitted by: Cheryl Fish – Health Recruiter

October 14, 2022

Report to : Committee Members

Health Recruitment Partnership, Elgin St. Thomas

Subject: **Recommendation of Health Recruitment Incentive Funding to Dr. Steven Rioux**

Through the efforts of Cheryl Fish, Health Recruiter, Dr. Steven Rioux has been recruited to assume the practice of Dr. Toth (East Elgin Health Team), who is retiring.

Dr. Rioux will be transitioning into Dr. Toth's practice over the next several months, with a planned start date of March 2023. He will work closely with Dr. Toth to ensure a smooth transition for the patients within the practice. Dr. Rioux has been in the community over the last few years and currently holds a position at STEGH. He has indicated that he and his wife, a nurse practitioner, will lead the provision of services at his new practice and hope to add between 200 and 300 new patients to the existing roster. He will also continue to provide some support to STEGH.

Ms. Fish and I met together with Dr. Rioux in late September. At that time, Dr. Rioux indicated great interest in assuming the practice, supporting the current roster and adding new patients. Dr. Rioux has requested access to Health Recruitment Funds in order to make improvements to his new practice including completing office updates. Dr. Rioux has submitted the required transfer documentation to the Ministry of Health.

A draft Incentive Funding agreement has been established and reviewed by Dr. Rioux. A copy of this draft agreement is attached for information. It will be executed once HRP and City Council approval is in place.

Budget Implications:

With the proposed approval of this incentive grant, the HRP program budget will be in an overspent position. The City and the County Administrators have discussed the budget shortfall and have agreed to seek additional funds from both the City and the County to support this additional incentive grant and other program expenses for the remainder of the 2022 fiscal period. As in previous years, given the importance of this program and the desire to continue to recruit doctors to the Elgin St. Thomas community, it is fully expected that Council support, from both the County and the City, will be granted.

Recommendation:

It is recommended that the Health Recruitment Partnership approve an allocation of \$33,000 in Health Recruitment Incentive funding to Dr. Steven Rioux, pending the approval of the Council of the City of St. Thomas.

Respectfully submitted,



Sandra Datars Bere
City Manager
City of St. Thomas

THIS PHYSICIAN RECRUITMENT AGREEMENT (this “**Agreement**”) IS MADE IN TRIPLICATE ON THE DAY OF , 2022

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(hereinafter called the “**Corporation**”)

- and -

Dr. Steven Rioux

(hereinafter called “Dr. Rioux”)

(hereinafter collectively called the “**Parties**” and individually a “**Party**”)

WHEREAS:

1. A shortage of family physicians exists in the County of Elgin, including the City of St. Thomas;
2. To address this need the Corporation and the County of Elgin have agreed to co-operate in an informal alliance known as the Health Professional Partnership;
3. The Health Professional Partnership wishes to initiate a recruitment method that will involve local physicians in attracting their peers to join them in the practice of medicine within Elgin County;
4. The Health Professional Partnership has authorized the Corporation to act as the administering municipality for the physician recruitment project;
5. The Health Professional Partnership finds that Dr. Rioux is an appropriate candidate to participate in this recruitment method and Dr. Rioux 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 DR. RIOUX

1. Under this recruitment project Dr. Rioux will be establishing a family medical practice in Elgin County.
2. Dr. Rioux will assume the practice of a retiring physician (Dr. Toth) and will practice out of the premises at:

**418 Talbot Street West, Unit 6
Aylmer, ON N5H 1K9**

3. Dr. Rioux will provide to the Corporation at regular intervals throughout the Term written reports summarizing the actual medical service that has been provided and, if requested, the amounts of the loan that have been expended and retained on hand.

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

- a. when 12 months have elapsed from the advance of the funds to the Dr. Rioux, an initial summary;
 - b. each year, within 30 days after the anniversary date of this Agreement;
 - c. 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.
4. Subject to Section C3, Dr. Rioux agrees to repay the \$33,000.00 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.
 5. In addition to the above-mentioned reports provided by Dr. Rioux under this Agreement, once the conditions in Section C3(c) are satisfied Dr. Rioux will submit to the Corporation a specific claim with respect to the loan deduction for which he may qualify under Section C4 of this Agreement. The claim will briefly list the facts supporting the claim for the deduction.

C. OBLIGATIONS OF THE CORPORATION

1. In consideration of Dr. Rioux fulfilling his covenants herein, the Corporation will lend to Dr. Rioux the sum of Thirty-three Thousand dollars (\$33,000.00).
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 Dr. Rioux 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 5th 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 5th 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 Dr. Rioux which he fails to remedy in accordance with this Agreement within 30 days of receipt of notice of such default from the Corporation, 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 8th anniversary of this Agreement shall thereupon be due and payable in full to the Corporation.

3. Deductions from the loan:
 - a. the original loan amount (\$33,000.00) shall be forgiven when Dr. Rioux confirms that he has successfully fulfilled the terms of this agreement.
 - b. for further specificity, the Corporation and Dr. Rioux agree that the loan shall be forgiven once all of the following conditions have been verified by Dr. Rioux with respect to the claim that he is submitting:
 - i. Dr. Rioux is carrying on a family medicine practice, and is accepting patients, at a location within Elgin County;
 - ii. Dr. Rioux has continuously carried on such practice on a full time basis for a period of forty eight (48) consecutive months commencing on June 1, 2022;
 - c. No later than 30 days after receiving from Dr. Rioux a proper claim to forgive the loan, 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 Dr. Rioux a formal release of indebtedness and waiver effectively and permanently forgiving the original loan advanced to Dr. Rioux under this Agreement.
4. Furthermore, the Corporation shall at any reasonable time(s) upon request from Dr. Rioux provide to Dr. Rioux a current accounting of his outstanding loan obligation including principal and interest, if any;
5. The Corporation agrees to provide reasonable feedback to Dr. Rioux regarding the Health Professional Partnership's satisfaction or dissatisfaction with Dr. Rioux 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 Dr. Rioux under Section B herein, the Corporation will respond to Dr. Rioux 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 Dr. Rioux obligations under this Agreement it is not necessary that he continue to practice at 418 Talbot Street West, Aylmer, as long as he practices from a location(s) within Elgin County for the duration of the Term.
3. Nothing shall preclude Dr. Rioux 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.2 (b) herein.
4. Dr. Rioux acknowledges that the Corporation operates as a municipal government and agrees that this Agreement may be disclosed and made public at any time;
5. Dr. Rioux 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 Dr. Rioux during the term of this Agreement by reason of illness or maternity or parental leave in which case he shall use his commercially reasonable efforts to provide an alternative family physician to cover his practice during the absence to facilitate the continued care of his patients.
7. If during the Term of this Agreement Dr. Rioux dies or becomes incapacitated by illness or injury to such an extent that it prevents him from fulfilling his obligations to practice medicine under this Agreement, then this Agreement shall terminate and the requirement for repayment of the loan shall be limited to such portion of the loan as had been retained by Dr. Rioux and not yet expended for the purposes related to establishing and operating his family medical practice at a location within Elgin County. Notwithstanding Section C.2 d. of this Agreement and provided that proof of such expenditure is submitted if requested by the Corporation, no repayment of the outstanding balance of the loan shall be required save and except for any portion of loan not yet thus expended.
8. 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.
9. 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 / e-mailed 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: City Clerk

In the case of Dr. Rioux

Dr. Steven Rioux
418 Talbot Street West, Unit 6
Aylmer, ON N5H 1K9

10. This Agreement shall not be assignable by the Corporation and Dr. Rioux's rights or obligations under this Agreement cannot be assigned by him, 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.

- 11. This Agreement shall enure to the benefit of and, be binding upon the Parties and the respective heirs, executors, trustees, personal representatives, permitted assigns or successors of the Parties.
- 12. 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.
- 13. Dr. Rioux is an independent provider of services and is not an employee, partner or agent of the Corporation. Dr. Rioux shall perform his obligations under this Agreement as an independent contractor of the Corporation. Nothing herein shall be deemed to constitute Dr. Rioux and the Corporation or one of the participants in the aforementioned "Health Professional Partnership" as partners, joint venturers, or principal and agent. Dr. Rioux 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 Dr. Rioux any income taxes, employment insurance, or other amounts required by applicable laws to be deducted from payments made to employees.
- 14. This Agreement, along with the executed promissory notes constitutes the entire understanding, contract and agreement between the parties.
- 15. 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 ____ day of
, 2022

THE CORPORATION OF THE
CITY OF ST. THOMAS

Witness

Per: _____
Joe Preston, Mayor

Witness

Per: _____
Maria Konefal, City Clerk

EXECUTED at the City of St. Thomas, Province of Ontario, this ____ day of
, 2022

Witness (Signature)

Dr. Steven Rioux

Schedule A

Promissory Note

For value received, Dr. Rioux (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 Thirty three thousand dollars (\$33,000.00) 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 5th 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 5th 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; and
- (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 the 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 8th 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

Rider A

Reference is made to the Agreement for a full description of the terms and conditions upon which this Promissory Note is issued, all to the same effect as if the provisions of the Agreement were herein set forth. To the extent the provisions of this Promissory Note are inconsistent with the provisions of the Agreement, the Agreement shall govern. Capitalized terms used but not defined in this Promissory Note shall have the meanings specified in the Agreement.

IN WITNESS WHEREOF the Borrower has executed this promissory note this _____ day of _____, 2022.

Dr. Steven Rioux