

The Corporation of the Township of North Frontenac

By-Law #2026-44

Being a By-law to Authorize the Mayor and the Clerk to Sign the Medical Service Agreement with Dr. Mas'ud Adewusi

Whereas at their meeting on May 1, 2026, Council passed Resolution #148-26 approving the request to provide an incentive of \$15,000 per year for five years for a new physician at the Lakelands Family Health Team upon entering into a Medical Service Agreement;

Now Therefore the Council of the Corporation of the Township of North Frontenac deems it expedient to authorize the Mayor and Clerk to sign the Medical Service Agreement with the Dr. Mas'ud Adewusi; and that said Agreement shall be attached heretofore as Schedule A;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

And That this By-law shall come into force and take effect on the date of final passing.

Read a first and second time on **August 13, 2026**

Read a third time and finally passed on **August 13, 2026**

Gerry Lichty, Mayor

Tara Mieske, Clerk

THIS MEDICAL AGREEMENT made this 1st day of September, 2026

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
(the "Township")

OF THE FIRST PART

-and-

DR. MAS'UD ADEWUSI

(the "Doctor")

OF THE SECOND PART

WHEREAS the Township lacks a sufficient number of family physicians to provide medical services to the Township and the Township desires to ensure that its residents have access to high-quality medical services; and

AND WHEREAS, the Doctor is a licensed and qualified medical practitioner in the Province of Ontario who is willing to provide such services to the residents of the Township;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

In this Agreement,

1) Scope of Services

- a) The Doctor agrees to provide the following full-time medical services ("Services") to the residents of the Township:
 - i) General medical consultations and treatments.
 - ii) Preventative health services.
 - iii) Health education and promotion activities.
 - iv) Complete all necessary documentation, including insurance forms and other administrative tasks.
 - v) Maintain accurate and complete patient records.
 - vi) Follow all relevant professional and ethical standards.
 - vii) Any other medical services as mutually agreed upon by the Parties
 - viii) The Services shall be provided at the Northbrook Medical Centre located at 12357 Hwy 41, Northbrook, ON K0H 2G0, and 31 Central Street, Denbigh, ON, K0H 1L0, and, if necessary, at other locations within the Township as agreed upon by the Parties.

2) The Term

- a) This Agreement shall commence on September 1st, 2026 and continue for a period of five (5) years of full time services, unless terminated earlier in accordance with the provisions of this Agreement.

3) Compensation

- a) In consideration of the Services provided by the Doctor, the Township agrees to pay the Doctor a fee of fifteen thousand (\$15,000.00 CAD) dollars per year for the term of this agreement. Payments occurring on the 1st of September of each year for a total of seventy-five thousand (\$75,000.00 CAD) dollars. With the first payment being made on the commencement date of September 1st, 2026, and the last payment being made on September 1st, 2030.

4) Duties and Obligations

- a) The Doctor shall perform the Services in accordance with the highest standards of medical practice and in compliance with all applicable laws, regulations, and professional standards.

- b) The Doctor shall have access to the premises of the Northbrook Medical Centre located at 12357 Hwy 41, Northbrook, ON K0H 2G0 and 31 Central Street, Denbigh, ON, K0H 1L0, where he practices and to the books and records related to his practice.

5) Termination

- a) Termination With Cause - The Township may terminate this agreement at any time for cause without notice or payment in lieu of notice. In such a case, the Township shall have no further obligation to the Doctor, other than the Doctor shall be entitled payment on a per day basis for the days of the current year worked on a full-time basis at an amount of \$41.10 dollars a day. All other amounts prepaid by the Township to the Doctor under this agreement for the year of termination shall be refunded to the Township and due and payable forthwith upon demand by the Township together with interest from the date of demand at the rate of 15 per cent per annum calculated annually. Conduct which constitutes just cause includes, but is not limited to:
 - i) a material breach of this Agreement (including but not limited to the failure of the Doctor to practice medicine in the Township of Addington Highlands or failing to complete the term of service required in this agreement);
 - ii) the laws of Canada, including but not limited to the Human Rights Code, R.S.O. 1990, c. H.19);
 - iii) the Township's policies;
 - iv) theft, dishonesty, or falsifying records;
 - v) intentional destruction, improper use, or abuse of the Township's property; and
 - vi) any other serious misconduct that puts the Township or its staff or personnel, including its reputation, at risk.
- b) Termination Without Cause - The Township may terminate this Agreement at its sole discretion for any reason upon providing the Doctor with reasonable notice, both Parties agree that reasonable and sufficient notice of termination of this Agreement by the Township is one (1) month. In such a case, the Township shall have no further obligation to the Doctor, other than the Doctor shall be entitled payment on a per day basis for the days of the current year worked on a full-time basis at an amount of \$41.10 dollars a day. All other amounts prepaid by the Township to the Doctor under this agreement for the year of termination shall be refunded to the Township and due and payable forthwith upon demand by the Township together with interest from the date of demand at the rate of 15 per cent per annum calculated annually.
- c) Notwithstanding paragraph no 5. (a) & (b) of this agreement, the Township, in its sole and absolute discretion, may reduce any refund required to be paid by the Doctor or may agree on reasonable repayment terms of such refund in the event that the Doctor commences to practice medicine in the Township of Addington Highlands and does not complete the full term of service as provided in this agreement for reasons not within the control of the Doctor or otherwise on compassionate grounds to be determined by the Township.

6) Insurance

- a) The Doctor shall maintain professional liability insurance in an amount satisfactory to the Township in their absolute discretion.
- b) The Doctor shall provide the Township with a certificate of insurance evidencing such coverage upon request.
- c) The Doctor shall promptly notify Township of any claims or potential claims arising out of or related to its provision of services under this agreement and shall cooperate fully with Township in the defense of any such claims.

7) Confidentiality

- a) The Doctor agrees to maintain the confidentiality of all patient information and records in accordance with applicable laws and regulations.
- b) The Township agrees to maintain the confidentiality of any proprietary information provided by the Doctor.

8) Independent Contractor

- a) The Doctor is an independent contractor and not an employee of the Township. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties.
- b) The Doctor acknowledges that they are an independent contractor and that this agreement does not create an employment, partnership, or agency relationship with the Township. The Doctor shall be solely responsible for the payment of all taxes, fees, deductions required by law and expenses related to their services.

9) Indemnification

- a) The Doctor agrees to indemnify, defend, and hold harmless the Township and its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable lawyer fees, arising out of or in any way connected with the performance of the Services by the Doctor.
- b) The Doctor agrees to indemnify and hold Township harmless from any claims or liabilities arising out of Doctor's failure to comply with any applicable tax laws.

10) Miscellaneous

- a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.
- b) This Agreement may be amended only by a written instrument signed by both Parties.
- c) This Agreement may be executed in counterparts. Electronic signatures are binding and are considered to be original signatures.
- d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- e) Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person, sent by certified mail, or sent by recognized courier service to the addresses of the Parties set forth above.
- f) The Doctor acknowledges that he has been given an opportunity to seek independent legal advice, or such other advice as he may desire, prior to entering into this agreement. The Doctor acknowledges that he has entered into this Agreement freely, voluntarily and without duress.

IN WITNESS WHEREOF the parties have affixed their seals and executed this Agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE CORPORATION OF THE
TOWNSHIP OF NORTH FRONTENAC

Gerry Lichty, Mayor

Tara Mieske, Clerk

We have authority to bind the Corporation

The undersigned accepts the terms hereof and certifies that he is a qualified Doctor:

Witness Signature

Dr. Mas'ud Adewusi