

**THE BOARD OF DIRECTORS OF THE
WEENEEBAYKO AREA HEALTH AUTHORITY (“WAHA”)**

PANEL: Mr. Leo Loone (Chairman)
Ms. Gisele Kataquapit
Ms. Josephine Williams
Mr. Mike Okimaw
Mr. Luke Gull
Ms. Dorothy Wynne
Ms. Shannon MacGillivray

BETWEEN:)	Appearances ¹ :
)	
THE MEDICAL ADVISORY)	Ms. Paula Trattner
COMMITTEE OF WAHA)	Ms. Sarah McLeod
)	
-and-)	
)	
DR. JOHN WADDELL)	Unrepresented
)	
)	
)	
)	
)	Heard: November 23, 24, 25 and
)	December 14, 2016
)	

DECISION AND REASONS

¹ Also in attendance at the hearing was Ms. Valerie Wise, as independent legal counsel to the Board Panel.

1. Our task was to consider the recommendation of the Medical Advisory Committee (“MAC”) of Weeneebayko Area Health Authority (“WAHA”) dated September 28, 2015, and to make a decision pursuant to s. 36 of the *Public Hospitals Act*² with respect to Dr. John Waddell’s application for *locum tenens* privileges at WAHA.
2. In its Notice of Decision dated September 28, 2015, the MAC recommended that we not re-appoint Dr. Waddell to *locum* staff. The Board Panel read and heard evidence and submissions from both parties (the MAC and Dr. Waddell) on November 23, 24, 25, and December 14, 2016³.
3. WAHA provides health services in the Weeneebayko region along the James Bay and Hudson Bay coastal regions in northern Ontario in six communities: Moose Factory, Fort Albany, Attawapiskat, Moosonee, Kashechewan and Peawanuck. We have representation from each community on this Board Panel.
4. For reasons set out below, the Board Panel unanimously accepts the recommendation of the MAC, and denies Dr. Waddell’s application.

Chronology

5. WAHA provides health care to the six communities it services through different types of facilities in each community. Although the Fort Albany and Attawapiskat Hospitals have some inpatient beds, Weeneebayko General Hospital (“WGH”) is the largest health facility and provides the widest scope of health care in addition to inpatient services including 24 hour emergency services, family medicine, a regional mental health program, and various specialty clinics.
6. Physicians credentialed with WAHA and working along the James Bay coast deliver services pursuant to physician services agreements with WAHA.

² R.S.O 1990, c. P. 40 (“*Public Hospitals Act*”)

³ The MAC filed affidavits from and called as witnesses Dr. Gordon Martin Green, Mr. Bernie D. Schmidt, and Dr. Benjamin Daniel Martens. Dr. Waddell testified on his own behalf.

7. Although WAHA as it is currently constituted has only been in existence since 2010, Dr. Waddell has worked in the region as a physician providing family medicine services since 2005. He served as the Interim Chief of Staff of WAHA from February 2012 to June 1, 2013, when Dr. Gordon Green arrived and assumed the role of Chief of Staff. Dr. Waddell also served as Acting Chief/Director of Family Medicine from December 21, 2012 to June 16, 2013, and did so on a *pro bono* basis.
8. The Board Panel recognizes and is grateful to Dr. Waddell for those years of service.
9. The Board Panel read and heard evidence that, during his time as Acting Chief/Director of Family Medicine, other physicians at WAHA disrespected Dr. Waddell's authority and that his role and the behaviour of these other physicians caused Dr. Waddell a great deal of stress.
10. Because those physicians were not present before the Board Panel, we will not comment further except to say that the Board's expectations of its medical staff extend to all of them. Nevertheless, other physicians' conduct in the past would not excuse Dr. Waddell from complying with the mandatory requirements for appointment currently, which is the subject matter of this hearing. As the Board Panel members expressed during the course of the hearing, the Board expects that their medical staff behave professionally and respectfully, and do their utmost to work collegially and resolve their differences efficiently in the best interests of the patients and communities they serve.
11. In June 2013, Dr. Green arrived at WAHA to take over the role of Chief of Staff. Initially, the relationship between Dr. Green and Dr. Waddell seemed supportive and respectful. Dr. Waddell assisted Dr. Green with his orientation and seemed relieved to surrender the role.
12. This was a very stressful time for Dr. Waddell. He was dealing with some difficult personal family issues. Dr. Waddell was also serving as the local coroner and had to attend the ORNGE crash, in which men whom Dr. Waddell knew died horrifically. Dr. Waddell testified about how difficult this time was for him.

13. Within WAHA, the role of Chief/Director of Family Medicine is significant. WAHA only has funding for 12 full time equivalent (“FTE”) physicians. The full-time physicians are largely family physicians. The Chief/Director of Family Medicine is responsible for scheduling, which within WAHA is uniquely challenging. Within the few years under discussion in this hearing, our communities along James Bay suffered oil spills, flooding, and sewage backup that caused evacuations and interfered with the delivery of health care.
14. Dr. Waddell prepared an orientation package for Dr. Green. An excerpt of that package was entered into evidence. In it, Dr. Waddell advised his successor to wait a while before selecting a Chief/Director of Family Medicine. He also offered to continue doing the scheduling “in the back room” for 6 months until Dr. Green was better oriented.
15. Within a couple of weeks of arriving, Dr. Green made the decision to transfer responsibility for scheduling away from Dr. Waddell, and gave it to another physician. Dr. Green told the Board Panel that he thought Dr. Waddell welcomed this change. However, in his email to Dr. Waddell advising of his decision, Dr. Green tells Dr. Waddell that he hopes he did not take this personally. This comment, to the Board Panel, suggests that Dr. Green knew that this change would or could be upsetting to Dr. Waddell. It would have been better for Dr. Green to speak to Dr. Waddell in person or at least by telephone to deliver this message. There were other email communications as well that probably would have been better done over the phone if an in person conversation was not possible, given geography.
16. For his part, Dr. Waddell in his responding email appeared to have accepted the change graciously and respectfully. However, Dr. Waddell made it clear during the course of the hearing that he was actually very upset by this decision and interpreted that he had been “fired” from the position by Dr. Green. He characterized it before the Board Panel as an incident of “workplace violence”. This interpretation, however, was not known to either Dr. Green or the CEO Mr. Bernie Schmidt at the time according to their evidence. Dr. Waddell did not claim in his evidence to have expressed his true feelings to Mr. Schmidt and Dr. Green at the time.

17. Although Dr. Green could have handled the situation with more sensitivity and while the Board Panel understands that the decision may have been upsetting to Dr. Waddell, the Board Panel does not agree with Dr. Waddell that this incident could reasonably be characterized as “workplace violence”.
18. On September 3, 2013, Dr. Waddell emailed Dr. Green and Mr. Schmidt, asking to renew his physician services contract with WAHA but with certain accommodations given personal issues going on his life at the time. The Board heard uncontested evidence from Dr. Green and Mr. Schmidt that the terms of this contract were negotiated over a period of a couple of months, and concluded with what was referred to in evidence as “Appendix C”.
19. On its face, Appendix C continued Dr. Waddell’s contract for physician services that otherwise would have expired on December 31, 2014, and set out the “contract parameters” by which Dr. Waddell would provide services to WAHA for the period January 1, 2014 to December 31, 2014. Appendix C was signed by Dr. Waddell and WAHA (through Mr. Schmidt) and dated January 10, 2014.
20. Among other things, Appendix C stated that the contract would continue on a half-time basis. Dr. Waddell was also given access to the Kingston charter for 11 round trips per year, which the Board heard was a special and unusual perk given to Dr. Waddell in accommodation of his personal circumstances. The meaning of the following terms of Appendix C were disputed at the hearing:
- “(3) For the most part, Dr. Waddell will fly directly from Kingston to Kash on a Monday and stay there until a week Thursday. He will then come to WGH - attend hand over rounds, do some stress tests and head south on Friday.
- (4) 4 times per year, Dr. Waddell will go Kingston to Kash on Monday, returning to WGH on Thursday, assume the Hospitalist position on Saturday am through to the following Friday, returning to Kingston on Friday.”
21. Finally, Appendix C stated that when the telecommute position for Coastal Call became available, Dr. Waddell would be advised of the opening and the option of his transferring

to that position would be discussed, based on Dr. Waddell's and WAHA's status at the time.

22. At the hearing, Dr. Waddell claimed that throughout 2014, Dr. Green and others at WAHA violated Appendix C in asking Dr. Waddell to fill various roles at WAHA, particularly at times when unforeseen emergencies occurred in our communities. Dr. Waddell ultimately accommodated some of these requests, although he did initially resist all of them. At the hearing, he asserted that these requests by Dr. Green and others constituted more incidents of "workplace violence" against him.
23. The Board Panel disagrees that these requests, even as described by Dr. Waddell, could reasonably be characterized as incidents of "workplace violence". The Board Panel would expect their credentialed physicians to be flexible and pitch in where needed when emergencies arise.
24. On August 13, 2014, Dr. Green asked Dr. Waddell if he was still interested in providing Coastal Call services effective September 1, 2014. On August 17, 2014, Dr. Waddell asked "from a planning point of view how long do you think this will be needed?" Dr. Green responded early on August 18, 2014 suggesting they try it until the end of 2014 at which time Dr. Waddell's contract would need renewing and they could see how it worked for Dr. Waddell and WAHA. Dr. Waddell agreed later that same morning (August 18, 2014), saying "that will be fine". He did not mention anything about conflicts in his schedule or being upset by the offer.
25. Nevertheless, Dr. Waddell took the position at the hearing that this exchange constituted another incident of "workplace violence". The Board Panel does not agree with that characterization. Based on the information available to Dr. Green at the time, according to the undisputed evidence before the Board Panel, Dr. Green would have had no reason to suspect that Dr. Waddell was unhappy with the Coastal Call assignment.
26. On August 24, 2014, Dr. Waddell emailed Dr. Benjamin Martens (who had assumed the role of Director of Family Medicine and responsibility for scheduling in mid-July 2014)

saying that because he had made other commitments, he was not available to do scheduled Coastal Call on a number of dates in September, October, and December 2014.

27. Dr. Martens accommodated Dr. Waddell's requests for September 2014. In an email dated August 27, 2014, Dr. Martens stated, "I currently put you off for September 18th. If you want to work a part day, let me know what hours..."
28. Dr. Waddell says that he interpreted that email to mean that he would not start doing any Coastal Call until after September 18, 2014. However, he was actually scheduled to cover Coastal Call September 1 and 2, 2014. This confusion was sorted out on September 3, after Dr. Waddell failed to provide service as scheduled on September 1 and 2, 2014.
29. Nevertheless, Dr. Waddell asserted to the Board Panel that September 1 was another incident of "workplace violence". The Board Panel does not find that characterization reasonable.
30. There were more problems with coverage for Coastal Call later in September 2014. Dr. Waddell explained that he was having technical problems with his equipment in his home, and otherwise would have provided those scheduled services without interruption. In his chronology provided to the Board Panel, Dr. Waddell states that Dr. Green accused him of incompetence and fraud and that this was therefore another incident of "workplace violence". The Board read and heard no evidence of any such accusations by Dr. Green, and there was no evidence that Dr. Green was violent.
31. While the Board Panel gives Dr. Waddell the benefit of the doubt that the technical difficulties were not his fault, the Board Panel also understands the disruption caused to WAHA and that the situation must have been difficult for Dr. Green and Dr. Martens, as they testified.
32. In October 2014, Dr. Waddell began sending emails to Dr. Green to discuss what would happen after his contract expired at the end of 2014.

33. On October 29, 2014, Dr. Waddell stated in an email to Dr. Green that his preference was to continue doing Coastal Calls, and he asked WAHA to confirm its commitment to him. There was then an attempt to negotiate a physician services agreement between Dr. Waddell and WAHA that would see him return to Kashechewan, but ultimately Dr. Waddell and Dr. Green could not come to terms.
34. Instead, at the end of November 2014, they agreed to revert to Dr. Waddell's original request that he provide Coastal Call for a 6 month contract January 1 to June 30, 2015. Dr. Waddell asked for a term that would allow him to terminate the contract on 30 days' notice, as he said he planned to look for other opportunities. This agreement in principle was confirmed in writing by Dr. Waddell on November 26, 2014, and was referred to at the hearing as "Contract #4".
35. However, on December 9, 2014, Dr. Waddell sent an email to Dr. Martens, listing dates in January, February and March 2015 that he would be unavailable to do Coastal Call as he had committed to do *locum* work for physicians in Kingston.
36. On December 10, 2014, Dr. Green wrote to Dr. Waddell asking if Dr. Waddell was wanting to opt out of working with WAHA. Dr. Waddell before the Board Panel described this email as another incident of "workplace violence". The Board Panel disagrees with that characterization, and interprets the email as simply seeking clarification.
37. On the morning of December 15, 2014, Dr. Waddell replied that he would take the 6 month position offered and was a "man of [his] word".
38. However, later that afternoon, without saying more to Dr. Green or taking him up on his offer to speak by phone, Dr. Waddell emailed Dr. Martens and advised that he was off on "sick leave". That same day, he also filed a workplace harassment complaint against Dr. Green. He sent an email to a number of people including Dr. Green and Dr. Martens, saying that he expected WAHA to move forward with his Contract #4 as the workplace harassment charges were a separate matter.

39. When Dr. Green learned that he was the subject of Dr. Waddell's workplace harassment complaint, he removed himself from the discussions with Dr. Waddell about his return to work and what services he would be performing beyond December 31, 2014.
40. On December 16, 2014, while expressing sympathy for Dr. Waddell's illness, Dr. Martens began trying to determine how long Dr. Waddell expected to be away.
41. Dr. Waddell resumed doing Coastal Call on December 23, 2014. His requested days off for January to March 2015 were accommodated.
42. Contract #4 was signed on January 21, 2015. It was intended to be effective January 1 to June 30, 2015 (so 6 months). Pursuant to the contract, Dr. Waddell was to provide Coastal Call 5 days a week for 22 weeks (with the exception of the days off he had identified).
43. On February 2, 2015, Dr. Waddell submitted his application for reappointment to WAHA for the 2015/2016 year, seeking a change from Active to *Locum* category of privileges.
44. One week later, on February 9, 2015, Dr. Waddell sent an email giving 30 days' written notice that he was terminating Contract #4.
45. Dr. Waddell advised in an email that he could not continue working pursuant to the terms of the contract for "personal reasons", but said he could provide Coastal Call two days a week if that was of value to WAHA. He also stated in a postscript that he would maintain his privileges at WAHA.
46. The MAC was scheduled to meet on February 13, 2015 to consider applications for privileges including that of Dr. Waddell. Dr. Green emailed Dr. Waddell on February 12, 2015, seeking clarification of his intentions given that he had resigned from Contract #4. Dr. Green did not hear back from Dr. Waddell, and so consideration of his application was deferred by the MAC.
47. On March 3, 2015, Ms. Kelly Reuben wrote to Dr. Waddell acknowledging his email and accepting his resignation. In her letter, she explained expectations around transition, and that as WAHA required Coastal Call coverage Monday to Friday, a position working two

days a week was not available. She also explained that his appointment to the Active medical staff would expire on March 31, 2015 and that the MAC would not be in a position to reappoint him if he did not have physician duties at WAHA.

48. Mr. Schmidt, WAHA's CEO, then tried to deal with Dr. Waddell's outstanding application for privileges in order to give him a gracious way out. In early April 2015, Dr. Martens directed Dr. Waddell to speak to Mr. Schmidt about his application for *locum* privileges, and Mr. Schmidt wrote to Dr. Waddell on more than one occasion, trying to resolve the situation amicably. Dr. Waddell did not respond.
49. In writing, on more than one occasion, Mr. Schmidt gave Dr. Waddell until August 14 and then August 21, 2015 to decide whether to withdraw his application or proceed. Dr. Waddell did not reply until August 27, 2015. It was he who insisted that his application go before the MAC, even though he knew that he did not have the support of the CEO or Dr. Green.

Workplace Harassment Complaint and Investigation

50. On consent of both parties, Dr. Waddell's workplace harassment complaint and resulting investigation report were admitted into evidence in the hearing. In March 2015, WAHA retained Ms. Maria McDonald to investigate the complaint, and she set out her findings in a report dated July 22, 2015.
51. The Board Panel has concerns that the investigator selected may not have been at sufficient arms' length from the MAC to avoid an appearance of potential bias. However, ultimately, the Board Panel put no weight on the fact of the complaint, the findings of the investigator or the contents of her file.

The MAC Meeting

52. The legal submissions of Dr. Waddell before the Board Panel largely revolved around procedural fairness that he says he was denied by the MAC. Both MAC counsel and independent counsel to the Board explained to the Board that alleged procedural unfairness can be cured as long as Dr. Waddell receives a fair hearing before the Board

Panel. Dr. Waddell did not dispute that principle of law. The Board Panel believes that Dr. Waddell received a fair hearing before the Board Panel.

53. The MAC convened a meeting and made a recommendation based upon information from Dr. Green, Dr. Martens, and Mr. Schmidt. The Board Panel is not bound by that recommendation. There was no requirement under the *Public Hospitals Act* or the WAHA by-laws that Dr. Waddell be given an opportunity to be present at the MAC meeting.
54. The Board Panel heard evidence for more than three days and Dr. Waddell had the opportunity to challenge their positions and to cross-examine Dr. Green, Dr. Martens, and Mr. Schmidt. Dr. Waddell then had the opportunity to present his case and respond to the position of the MAC.
55. The delay in the MAC's processing of Dr. Waddell's application is understandable, given the circumstances. A week after submitting his application for privileges, Dr. Waddell resigned his physician services agreement. The MAC was scheduled to meet just 4 days later to consider applications for privileges. Therefore, it is understandable that the MAC would want to defer consideration.
56. The MAC's failure to send out a notification under s. 37(5) of the *Public Hospitals Act* seems, in the circumstances, a technical oversight. Dr. Waddell knew where he stood. He was told on March 3, 2015 that his previous appointment would expire March 31, 2015 and that, without physician duties, the MAC would not be in a position to reappoint him. He was directed to Mr. Schmidt on April 3, 2015 to clarify his wishes regarding his application. He did not respond.
57. Thereafter the documentation reflects Mr. Schmidt's efforts to give Dr. Waddell a gracious way out, and Dr. Waddell did not respond.
58. Once it became clear on August 27, 2015 that Dr. Waddell wanted a decision, whatever the consequences and knowing that he did not have the support of the Chief of Staff and CEO, the MAC proceeded promptly.

59. Without agreeing or disagreeing that the MAC considered irrelevant criteria or that the reports before the MAC addressed the correct issues according to the by-laws, the Board Panel notes that Dr. Waddell had the opportunity at the hearing before the Board Panel to focus on the criteria set out in the by-laws, including his interpretation of the meaning of those criteria. In rendering this decision, the Board Panel has focused on those criteria and relied exclusively on the evidence before it.
60. Dr. Waddell asserts that because of Dr. Green's involvement, the MAC was biased against him. Again, this Board Panel heard evidence from four individuals, including Dr. Waddell, about the relevant issues. Dr. Waddell had the opportunity to test and explore Dr. Green's motivation and opinions. This proceeding was the hearing, and the Board Panel decided the matter on the evidence before it.
61. Dr. Waddell suggested in his submission that because of the timing of this hearing, more than a year after the MAC meeting, the reasons of the MAC were "stale" and therefore "required a fresh *de novo* analysis". Again, this was the hearing. The position of the MAC, including its current position, was clearly stated by Dr. Green, Dr. Martens, and Mr. Schmidt.

Criteria in the WAHA By-laws That Are Not Met

62. Dr. Waddell is applying for a change in privileges, from active to *locum* staff. Accordingly, the MAC submits that his is an application for appointment, not reappointment, and the onus is on Dr. Waddell to convince the Board to reject the MAC recommendation.
63. It is clear in the WAHA by-laws that whether the application is treated as one for appointment or reappointment⁴, the criteria set out in section 14.2 must be met and the duties set out in section 19.1 of the by-laws are owed by and expected of all medical staff.

⁴ Section 15.2(1)(a)

64. Whether the onus is on the MAC or Dr. Waddell, the Board finds that the following criteria in section 14.2 for appointment or reappointment are not met:

14.2(2)(d) a demonstrated ability to communicate, work with and relate to all members of the Medical Staff, Dental Staff and Hospital staff in a co-operative and professional manner;

14.2(2)(f) a willingness to participate in the discharge of staff obligations;

14.2(3) an agreement to govern himself in accordance with the requirements set out in the By-laws and the Rules; and

14.2(4) adequate control of any significant physical or behavioural impairment that affects skill, attitude or judgment.

65. The MAC suggested that Dr. Waddell also failed to meet the criteria of s. 14.2(2)(c) (a demonstrated ability to provide patient care at an appropriate level of quality and efficiency). There was no evidence that Dr. Waddell was not able to provide appropriate patient care. The issue is more one of attitude and behaviour, and not clinical ability.

66. Section 19.1 of WAHA's by-laws sets out the duties expected of WAHA's Medical Staff. These duties include a duty to recognize the authority of the Board through and with their Chief of Department, the Chief of Staff and the CEO and to cooperate with the Chief of Staff, the chiefs and heads of departments or services, and the CEO.

67. Whether the onus is on the MAC or Dr. Waddell, the Board finds that Dr. Waddell has not complied with those duties.

68. The Board Panel has set out the chronology of events above. The Board Panel was able to arrive at its conclusions largely on the written and undisputed record before it. In addition to the witnesses' evidence, each party entered as exhibits numerous contemporaneous emails and documents.

69. It is undisputed that Dr. Waddell expressed an interest in covering Coastal Call, agreed in principle to do so in writing on November 26 and again on December 15, 2014, and then

signed the formal contract on January 21, 2015. Inexplicably, he resigned those physician duties 19 days later. Based on the undisputed evidence before the Board Panel, he did not even work out the hours owed to WAHA under Contract #4 and has performed no physician services for WAHA since March 10, 2015.

70. It is apparent, based on the documents before the Board Panel, that from the time that Dr. Waddell was no longer in charge of scheduling (when Dr. Green arrived in June 2013), the leadership has had difficulty working out a consistent schedule with Dr. Waddell upon which WAHA could rely. Even giving Dr. Waddell the benefit of the doubt with respect to some of his explanations, there is a significant pattern that went on for some time. The Board Panel expects more cooperation from its medical staff in abiding by an agreed upon work schedule than Dr. Waddell has demonstrated. WAHA needs certainty and predictability when contracting for physician services and organizing scheduling.
71. The Board Panel accepts that Dr. Waddell's pattern of committing to a contract or schedule and then resiling from that commitment in 2014 and into 2015 caused disruption to the delivery of physician services and placed additional burden on the other physicians, in particular Dr. Martens and Dr. Green.
72. In the end, it was Dr. Waddell who resiled again from his commitment in resigning from Contract #4 and he never approached WAHA with any meaningful alternative proposal.
73. The Board Panel shares Dr. Waddell's desire for improvements to the delivery of healthcare in our region and to our communities. However, the Board expects its physicians to work cooperatively and professionally with the leadership to achieve those goals. His demonstrated inflexibility to accommodate unforeseen emergencies is not what is expected of WAHA's credentialed medical staff.
74. Moreover, in February 2015, Dr. Waddell sent lengthy emails to a wide audience within WAHA, which were unprofessional and inflammatory. While physicians are welcome to express ideas for improved service, the Board Panel expects that they will maintain a constructive, respectful and professional tone. Moreover, the distribution lists for these

emails were inappropriate and seemed designed to provoke a negative reaction against physician leadership within WAHA.

75. In addition, the Board Panel witnessed behaviour by Dr. Waddell that influenced their decision. For example, at one point in his evidence in chief, Dr. Waddell turned to face Dr. Green and stated the following:

“I hate you for what you’ve done to my patients through your heinous and vile actions upon me. It is disgraceful that you’ve lied to me about the MAC and this Board to ruin my reputation and rob me of my career serving these people. It is despicable and dastardly that you enlisted so many at WAHA to conspire against me to bring your wrath of revenge down upon me without mercy for wanting – for simply wanting the violence to stop and for my patients to be better served. I will pursue you and your hoodlums through the infernos of hell, shedding my last drop of blood and gasping my final breath to see the retribution that you all deserve.”

76. The concerns expressed by the MAC that having Dr. Waddell return, particularly given the size of the staff, would be disruptive are easily understood and shared by the Board Panel, based on what we observed.

77. While the Board Panel recognizes and appreciates the passion that Dr. Waddell feels towards our communities, such outbursts were particularly alarming to the Board Panel. If Dr. Waddell cannot maintain a professional attitude towards Dr. Green, WAHA’s Chief of Staff, and Mr. Schmidt, the CEO, in the context of a formal board hearing, the Board Panel does not have faith that Dr. Waddell will work constructively and respectfully with WAHA leadership if appointed.

78. It is clear to the Board Panel that Dr. Waddell does not have the support of the Chief of Staff, CEO, or Chief of Family Medicine. A breakdown in the relationship between those positions of leadership and a member of the medical staff would pose a challenge within any public hospital. Given the small size of our medical staff and the unique additional geographical and logistical obstacles we face, an ability to work cooperatively

and professionally with those in leadership is critically important and ultimately in the best interests of our communities.

79. As the caselaw before the Board Panel makes clear, “the personality traits of an applicant to the medical staff of a hospital are relevant matters to be taken into account” in deciding whether to appoint him/her. A hospital “is entitled to choose persons who it thinks will work well with other members of the medical staff”⁵.
80. Dr. Waddell did not tell the Board Panel that if appointed, going forward, he would work in a cooperative, respectful, and professional way with Dr. Green, Mr. Schmidt and Dr. Martens. Indeed, his outbursts and attitude that he demonstrated towards them at the hearing cause the Board Panel to doubt that, at least at this time, he could or is willing to do so. Nor did Dr. Waddell describe what role he thought he could perform that would be in accordance with the needs of WAHA.
81. The Board Panel wishes to thank Dr. Waddell for his years of service to their communities. However, it is in the best interests of the patients of WAHA that Dr. Waddell take at least some time away. Currently, he does not fulfil the requirements of the by-laws for a *locum* appointment to the medical staff.

⁵ *Chin v. Salvation Army Scarborough Grace General Hospital*, [1988] O.J. No. 517, para. 28; *Lafontaine v. The Board of Governors of the Thunder Bay Regional Health Sciences Centre and the Thunder Bay Regional Health Sciences Centre*, 2011 CanLII 26865 (ON HPARB), para. 59.

82. As long serving members on the WAHA Board of Directors, we know Dr. Waddell cared and cares a great deal about the patients in our region. Listening to Dr. Waddell's testimony, he clearly and passionately articulated his commitment to practicing medicine in our communities, and serving our people to the best of his abilities. Dr. Waddell is the kind of doctor we hope to see when we are sick or injured as he combines skills and experience with his compassion and willingness to take the time to listen to a patient's concerns. We heard and acknowledge the feelings he expressed and we respect the comments Dr. Waddell made about his service to our communities and quality of medical care he delivered, and we don't question his dedication. We believe that Dr. Waddell did achieve his pledge to, "to make improvements on a system to improve health, to make lives longer, make lives better", and that he did, "give back through his service as our doctor". We thank him for his service, dedication and commitment.

Dated: March 7, 2017

APPROVED BY:

Mr. Leo Loone (Chairman)
Ms. Gisele Kataquapit
Ms. Josephine Williams
Mr. Mike Okimaw
Mr. Luke Gull
Ms. Dorothy Wynne
Ms. Shannon MacGillivray