

## CHIEF OF STAFF AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of January, 2018.

BETWEEN:

**DR. ROSS MONCUR**

(the "Physician")

- and -

**ERIE SHORES HEALTHCARE**

(the "Hospital")

**WHEREAS** the Hospital is a public hospital operating pursuant to the *Public Hospitals Act* (Ontario) and the regulations thereunder;

**AND WHEREAS** the Physician is a duly qualified physician licensed to practice medicine in Ontario by the College of Family Physicians of Canada;

**AND WHEREAS** the Hospital desires to employ the Physician to provide the services of the Chief of Staff of the Hospital in accordance with the *Public Hospitals Act* (Ontario) and the Hospital's By-laws and the Physician desires to provide the Chief of Staff services to the Hospital as more particularly described below;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

### 1. AGREEMENT CONDITIONAL

1.1 This Agreement is conditional upon the Physician:

- (a) obtaining and maintaining an appointment to the Hospital's Professional Staff and hospital privileges in accordance with the Hospital's By-laws, the *Public Hospitals Act* (Ontario) and regulations thereunder. Granting and continuation of such Professional Staff appointment and privileges is at the discretion of the Board of Directors of the Hospital (the "Board"). Nothing in this Agreement obligates the Board to grant or continue the Physician's Professional Staff appointment or privileges.
- (b) being appointed by the Board to the position of Chief of Staff in accordance with the Hospital's By-laws, and Board approval of this Agreement.

### 2. SERVICES

2.1 The Physician agrees to fulfil the duties and responsibilities of the Chief of Staff of the Hospital and discharge his responsibilities in accordance with the *Public Hospitals Act* (Ontario) and the regulations thereunder, the Hospital's By-laws and all other applicable rules and policies of the Hospital and as may be otherwise agreed between the Physician (the "Services") for the Term of this Agreement, including without limitation

organizing the medical staff, the quality of medical staff practice and patient care, and quality and safety of healthcare provided by the Hospital along with other related administrative duties.

- 2.2 The Physician shall be available to provide the Services a minimum of sixteen (16) hours per week, of which four (4) hours shall be made available as regularly scheduled office hours, except during scheduled absences.
- 2.3 The Physician shall use best efforts to meet the performance metrics for the Chief of Staff position in accordance with the Hospital's Quality Improvement Plan as more particularly set out in Appendix A (the "**Performance Targets**").
- 2.4 The Physician shall notify the Hospital not less than fifteen (15) days in advance of any scheduled absence during the calendar year. Vacation scheduling is to be completed in consultation with the Chief Executive Officer.
- 2.5 It is agreed and understood by the Parties that this Agreement does not, nor is it intended to, address the professional medical/clinical services rendered by the Physician to patients of the Hospital in his capacity as an independent physician/practitioner.

### **3. TERM AND TERMINATION**

- 3.1 The term of this Agreement and the Physician's employment shall commence on January 1, 2018 for a term of three (3) years and end on December 31, 2020 (the "**Term**").
- 3.2 The Physician may terminate this Agreement earlier at any time, without fault or liability, upon providing ninety (90) days advance written notice to the Hospital.
- 3.3 In accordance with section 73(c)(iii) of the Hospital's By-laws, the Hospital may terminate this Agreement and the appointment of the Physician as the Chief of Staff earlier at any time at its discretion without advance notice.
  - (a) Should such termination be for cause, no further pay in lieu of notice or severance will be owed.
  - (b) Should such termination be without cause, the Hospital will provide the Physician with two months of base salary and continuation of 2 months benefits coverage, if any, subject to the terms of the applicable plans. Such payments will be in full satisfaction of all notice and severance obligations.
  - (c) Should such termination be as the result of a re-alignment of health care services within the region (i.e. merger with another healthcare facility), the Hospital will provide the Physician with ninety (90) days notice and with continuance of base salary and benefits coverage, if any, for the ninety (90) day notice period.
- 3.4 This Agreement shall automatically terminate upon:
  - (a) a finding by the College that the Physician has committed an act of professional misconduct;
  - (b) the loss by the Physician of his license to practise medicine in the Province of Ontario;

- (c) the revocation of the Physician's Professional Staff Appointment or the suspension, revocation or resignation of the Physician's privileges at the Hospital; or
- (d) the termination of the Physician's appointment as Chief of Staff in accordance with the Hospital's By-laws.

#### **4. COMPENSATION**

##### **4.1 In return for the Services to be provided by the Physician as Chief of Staff:**

- (a) The Physician shall be paid a salary of \$122,356.48 per annum, inclusive of the cost of group benefits, paid in accordance with the Hospital's standard payroll practices;
- (b) the Physician's performance will be evaluated on an annual basis according to the Performance Targets and the Physician may receive a bonus of up to 2% of his salary for the Physician's satisfaction of the Performance Targets in each fiscal year (being April 1-March 31) as determined in the sole discretion of the Hospital;
- (c) The Hospital shall pay or reimburse the Physician for the reasonable costs of attendance at meetings and conferences in connection with continuing medical education that is relevant to the performance of the Physician's duties under this Agreement, to a maximum of \$2000 per year;
- (d) The Physician is eligible to participate in the Hospital's group benefits plans and the Healthcare of Ontario Pension Plan, subject to the terms of the applicable plans and Hospital policies. The Physician may be able to opt out of certain benefits plans by signing a waiver form, which can be obtained from Human Resources.

4.2 The Physician shall obtain the prior written consent of the Chief Executive Officer of the Hospital before incurring any expenses under Section 4.1(c) and shall provide appropriate documentation and/or receipts evidencing all costs incurred. All reimbursement is subject to relevant Hospital policies.

4.3 The Physician shall be entitled to up to five (5) weeks of paid vacation in each year of employment. Unused vacation in excess of the Employment Standards Act minimum cannot be carried forward to the following year or paid in lieu of, without the prior written consent of the Chief Executive Officer.

#### **5. PERFORMANCE EVALUATION**

5.1 At the end of each fiscal year following the commencement of this Agreement, the Physician shall submit a report of his activities and achievement of the Performance Targets and such report shall form part of an annual performance review in accordance with policies as may be established by the Hospital from time to time.

## **6. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE PHYSICIAN**

6.1 The Physician represents and warrants to, and covenants with, the Hospital as follows, and acknowledges that the Hospital is relying on such covenants, representations and warranties in entering into this Agreement:

- (a) to perform and provide the Services under this Agreement with a high degree of both professional ethics and professional competence;
- (b) to maintain in good standing and provide the Hospital with a certified copy of his current licence to practice medicine in the Province of Ontario upon commencement of this Agreement and upon request by the Hospital at any time;
- (c) to immediately notify the Hospital of any actual inquiry, complaint or investigation by any professional or governmental authority having jurisdiction over the Physician in his capacity as a physician;
- (d) to maintain professional liability (malpractice) insurance and provide evidence of such insurance upon the request of the Hospital;
- (e) to maintain privileges at the Hospital in accordance with the Hospital's By-Laws, the *Public Hospitals Act* (Ontario) and the regulations made thereunder; and
- (f) to read and at all times abide by applicable legislation, the by-laws, the policies and rules and regulations of the Hospital.

## **7. CONFIDENTIALITY AND PRIVACY**

7.1 The Physician shall not, either during the Term of the Agreement or at any time thereafter, disclose to any person, firm or corporation any information concerning the business or affairs of the Hospital which the Physician may have acquired in the course of, or incidental to, the relationship with the Hospital other than as required by law. Confidential information does not include information that was in the public domain other than by reason of acts or omissions by the Physician or that the Physician lawfully received in good faith from a third party lawfully in possession of same and entitled to disclose same, or where otherwise required by law. Furthermore any information that is obtained about patients during the term of this Agreement shall be kept strictly confidential by the Physician, in accordance with all applicable legislation and professional standards and obligations.

7.2 The Physician will keep the details of this Agreement confidential and will not release details of the Agreement without the prior written consent of the Hospital, except that the Physician may disclose such information to his financial and legal advisors on an as needed basis or as may be required at law.

7.3 This Article 7 shall survive the termination or expiry of this Agreement.

## **8. INDEMNITIES**

8.1 The Physician hereby covenants and agrees to indemnify and save harmless the Hospital, its directors, officers, employees, agents and contractors from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever ("**Claims**") which the Hospital, its directors, officers, employees,

agents and contractors may pay, sustain, suffer or incur by reason of, in connection with, or arising from any acts by the Physician outside the scope of the Services under this Agreement and any breach of or non-compliance with, or untruth of any of the warranties, representations or covenants of the Physician contained in this Agreement, including, without limiting the generality of the foregoing, all costs and expenses including legal expenses on a solicitor and its client basis incurred in connection with such loss or damage and in connection with any Claims under this section.

8.2 The Hospital hereby covenants and agrees to indemnify and save harmless the Physician from and against any Claims which the Physician may pay, sustain, suffer or incur by reason of or in connection with the good faith performance by the Physician of his duties as Chief of Staff within the scope of his responsibilities, together with all costs and expenses including legal fees and disbursements incurred in connection with any claim under this section.

8.3 This Article 8 shall survive the termination or expiry of this Agreement.

## **9. GENERAL**

9.1 This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

9.2 Any notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, by ordinary mail, email, or by fax addressed to the respective parties as follows:

If to the Physician: Dr. Ross Moncur  
197 Talbot Street West  
Leamington ON N8H 1N8

If to the Hospital: Erie Shores Healthcare  
194 Talbot St. West  
Leamington, ON N8H 1N9

Attention: CEO  
Fax No.: 519-322-5584

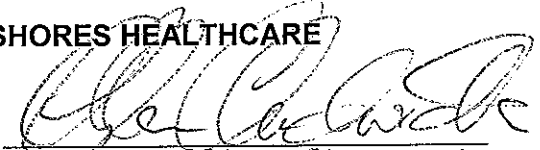
or to such other address or fax number as either party may from time to time notify the other in accordance with this section. Any notice or communication made by personal delivery or by courier shall be conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by email or fax on the first business day following the transmittal thereof.

9.3 Neither party hereto may assign this Agreement or any part hereof without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

- 9.4 No delay or failure of any party in exercising any right or remedy hereunder and no partial exercise of any such right or remedy shall be deemed to constitute a waiver of such right or remedy or any other rights or remedies of such party hereunder.
- 9.5 The invalidity of any provision of this Agreement or any covenant herein contained or the unenforceability of the same against any party hereto shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against any party hereto. In the event that a term is found to be contrary to law, that term shall be amended to conform to the law or deleted and the other terms of the Agreement shall remain binding on the parties.
- 9.6 This Agreement may be executed by the parties hereto in separate counterparts or duplicates each of which when so executed and delivered shall be an original, but all such counterparts or duplicates shall together constitute one and the same instrument.
- 9.7 This Agreement shall be governed by the laws of the Province of Ontario and by the laws of Canada to the extent they apply therein.
- 9.8 The Physician hereby confirms that prior to the execution of this Agreement, he has had a full and complete opportunity to obtain independent legal advice and representation and that he has either done so or has declined to do so. In the event that he declines to obtain independent legal advice and representation prior to the execution of this Agreement, the Physician hereby covenants, promises and agrees not to raise as a defence to any action to enforce this Agreement or seek remedy pursuant to this Agreement, such lack of independent legal advice or representation.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

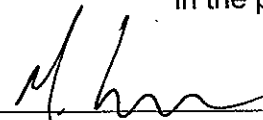
**ERIE SHORES HEALTHCARE**

Per:   
 Name: *K. Tyler Chadwick*  
 Title: *Board Chair*  
 I/We have the authority to bind the corporation

Per: \_\_\_\_\_  
 Name:  
 Title:  
 I/We have the authority to bind the corporation

**SIGNED AND DELIVERED**

in the presence of

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Dr. Ross Moncur

**APPENDIX A**  
**PERFORMANCE TARGETS**

As per the Responsibilities and Duties of the Chief of Staff outlined in the By-Laws, the Chief of Staff will, but is not limited to;

Oversee and facilitate the quality of clinical care provided to all patients, inclusive of:

- Assisting and facilitating meeting corporate quality performance targets
- Assisting and facilitating meeting utilization performance targets
- Assisting and facilitating ED pay for performance (P4R) wait time targets

With the Chief Executive Officer ensure the appropriate utilization of resources and fiscal responsibility of the medical and dental staff/departments.

Notify the Board Chair immediately upon notice that the CPSO has appointed investigators under the authority of the Health Professions Procedural Code to a member of the Professional Staff.

Develop a physician recruitment and retention strategy in accordance with the Hospital's strategic plan and review with MAC annually.

Ensure there is a process for the annual review of performance of all Departmental Chiefs.

Ensure all new professional staff members complete and are signed off as having completed the hospital orientation program within the time period allocated.

Ensure that all complaints against professional staff members are investigated and action taken in accordance with the "Creating a Safer Workplace – Professional Staff Member Complaint Management Policy".