

CONTRACT FOR PROVISION OF CHIEF OF STAFF

BETWEEN:

NORTH BAY REGIONAL HEALTH CENTRE

(hereinafter called the "**Hospital**")

and

DR. SCOTT KERRIGAN

(hereinafter called the "**Contractor**")

WHEREAS the Hospital and the Contractor have agreed that the Contractor will provide to the Hospital the services described herein under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1- RELATIONSHIP

- 1.1 The Parties mutually agree to enter into this Contract for Provision of Chief of Staff Services (the 'Agreement'), the purpose of which is the provision to the Hospital by the Contractor of the services outlined in the attached Schedule A (the '**Services**').
- 1.2 The Hospital acknowledges the expertise of the Contractor with regards to the Services and that this Agreement will provide the Hospital access to this expertise on a fee-for-service basis.
- 1.3 The Parties agree that it is their mutual understanding and intent that the Contractor shall at all times be an independent contractor in his relationship with the Hospital and that nothing contained in this Agreement shall or is intended to cause the Contractor to be considered an employee of the Hospital.
- 1.4 The Parties acknowledge and agree that as an independent contractor, the Contractor shall not be entitled to receive from the Hospital any benefits whatsoever and the Hospital shall not be required to make contributions, deductions or remittances for or in relation to unemployment insurance, Canada Pension Plan, worker's compensation, income taxes, employee health tax and other similar levies in respect of the fees and costs for the Services provided and paid for pursuant to this Agreement.
- 1.5 The Contractor recognizes and agrees that, as an independent contractor, he is responsible for and is required to pay on the Contractor's behalf and on behalf of the Contractor's employees all payments, taxes and/or levies to any federal, provincial, or local agency or body. Such payments may include, but are not limited to income tax, employment insurance premiums, Canada Pension Plan premiums, and the employer health tax. All such contributions, deductions and remittances shall be the sole responsibility of the Contractor.

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- 1.6 It is mutually understood and agreed that there is no exclusivity between the Contractor and the Hospital and that the Contractor is free to provide and/or continue to provide the Services or other services to other organizations, including other hospitals so long as doing so does not interfere with or adversely affect the provision of Services under this Agreement, or result in an actual, potential or perceived conflict of interest.
- 1.7 Where the Contractor finds himself in an actual, potential or perceived conflict of interest as a result of providing services to the Hospital and other entities, he will disclose this conflict to the Hospital, whereupon the Hospital, at its sole option, may terminate this Agreement effective immediately, or continue this Agreement with modifications. Should the Contractor not be in agreement with said modifications, the Contractor may terminate this Agreement effective immediately. To the extent possible, the Contractor will notify the Hospital of any possible conflict of interest before commencing to provide services to another entity.

ARTICLE 2- SERVICES

- 2.1 The Contractor agrees to provide the Hospital the Services on an as-needed basis with the expectation that such services will require two days per week of services.
- 2.2 It is understood and agreed by the parties hereto that the Contractor shall ensure suitable coverage (the '**Substitute**') satisfactory to the Hospital for any absences. For absences that extend greater than four (4) weeks, the hospital requires the Contractor to provide a Substitute and remuneration will be redirected to the interim physician leader.
- 2.3 The Contractor will notify the Hospital in advance of the utilization and identity of a Substitute, and the utilization of the particular Substitute will be subject to the approval of the Hospital, which approval shall not be unreasonably withheld.
- 2.4 In the event the Contractor arranges for a Substitute, the Contractor will ensure that the Substitute is competent to provide the Services and that the Substitute complies with the requirements set forth in this Agreement regarding the Services to be provided and the standards at which those Services are to be provided.
- 2.5 In the event the Contractor arranges for a Substitute for coverage less than four (4) weeks, the payments required under this Agreement will continue to be made to the Contractor and the Hospital shall have no financial obligation to the Substitute.

ARTICLE 3 - FEES AND BILLING

- 3.1 The Hospital shall pay to the Contractor in accordance with the fees set out in Schedule B as full and complete compensation for the Services provided by the Contractor,
- 3.2 The Contractor will bill the Hospital in accordance with Schedule B.
- 3.3 The Hospital agrees to provide the Contractor with access to assistance to provide support in activities related to providing the Services. The Parties agree that the cost to the Hospital in providing access to these administrative services and the provision of any necessary office space are accounted for in the hourly cost of the Contractor under this Agreement.
- 3.4 The Hospital will reimburse the Contractor for all reasonable expenses and disbursements that are incurred in the course of providing the Services, including any necessary travel and

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meal expenses incurred. Travel and meal expenses will be reimbursed in accordance with the NBRHC Travel Expense Reimbursement policy ADM-FL-2.

- 3.5 The Hospital will reimburse the Contractor for all reasonable expenses and disbursements incurred for training and/or professional development that the Contractor participates in at the request of the Hospital.
- 3.6 The Contractor shall maintain proper books of account in respect of services provided.

ARTICLE 4- COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 The Contractor covenants, represents and warrants that he:

- (a) has full authority to enter into this Agreement;
- (b) shall provide the Services in a competent, conscientious and professional manner and, to ensure the quality of the Services rendered, shall abide by and respect the Hospital's by-laws, policies and procedures, medical staff rules, all applicable legislation, including *Public Hospitals Act* (Ontario) and the regulations thereto;
- (c) is licensed to practice medicine in the Province of Ontario and will maintain such license in good standing;
- (d) has read and understands the Hospital's by-laws, medical staff rules, policies and applicable legislation;
- (e) shall comply with all applicable statutes, laws, ordinances and regulations governing the performance of the Services;
- (f) shall make all required payments, if any, with respect to income taxes, Harmonized Sales Tax, employment insurance, employer health tax and Canada Pension Plan, pay all assessments in connection with worker's compensation legislation, make any other applicable payments that are his responsibility under this Agreement and on request provide satisfactory evidence thereof to the Hospital upon request where there is a reasonable basis for such a request to be made public; and
- (g) shall cooperate with the Hospital in the event any claims are made against the Hospital relating to the Contractor's governmental obligations and deductions, including providing proof of such remittances to the applicable governmental authorities at the request of the Hospital.

4.2 The Hospital covenants, represents and warrants that:

- (a) it has the full authority to enter into this Agreement;
- (b) it shall perform its covenants under this Agreement in a competent, conscientious and professional manner and act in compliance with the Hospital's by-laws, policies and procedures, medical staff rules, all applicable legislation, including *Public Hospitals Act* (Ontario) and the regulations thereto; and

ARTICLE 5- TERM AND TERMINATION

5.1 This Agreement shall commence on June 1, 2021 and end on May 31, 2024 (the "Term").

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- 5.2 The Hospital and the Contractor acknowledge and agree that either party will be entitled to immediately terminate this Agreement without further notice or penalty in the following circumstances:
- (a) the failure of either party to carry out a material duty or obligation under this Agreement, which default is not cured to the satisfaction of the non-defaulting party within thirty(30) days of providing notice in writing to the defaulting party detailing the nature of the default;
 - (b) the bankruptcy or insolvency of the other party or if the other party seeks the protection of any law for bankrupt or insolvent debtors;
 - (c) where the Contractor's privileges at the Hospital are suspended or revoked;
 - (d) where there is a finding by the College of Physicians and Surgeons of Ontario that the Contractor has committed an act of professional misconduct;
 - (e) the loss by the Contractor of his/her license to practice medicine in the Province of Ontario.
 - (f) mutual agreement of both parties to terminate the Agreement.
- 5.3 The Hospital and the Contractor acknowledge and agree that either party is entitled to terminate this Agreement at any time upon providing the other party with sixty (60) days' written notice of termination.
- 5.4 If the Contractor is terminated from this Agreement for any reason, the hospital shall be obliged to replace him with another physician acceptable to the Hospital to provide medical leadership in accordance with the conditions set out.
- 5.5 The Contractor shall be entitled to be paid for any Services rendered to the reasonable satisfaction of the Hospital prior to the effective date of termination of this Agreement.
- 5.6 The termination or expiration of this Agreement shall not, in and of itself, affect the medical privileges granted to the Contractor by the Hospital, which privileges are subject to the process of renewal, modification, suspension or revocation as provided under the Hospital's by-laws and policies, the *Public Hospitals Act* (Ontario) and the regulations made thereunder.

ARTICLE 6 - ASSIGNMENT

- 6.1 Except as otherwise provided under this Agreement, neither party shall have the right to assign or transfer their rights to any third parties under this Agreement.

ARTICLE 7 – RELEASE AND INDEMNITY

- 7.1 The Contractor covenants and agrees to indemnify and save the Hospital, its officers, directors, employees and agents (the "Indemnified Party") harmless from any liability, loss, claims, suits, damages, charges, orders, fines, demands of any kind and nature by any party and expenses, including assessable legal fees, incurred or suffered by the Indemnified Party as a result of or relating to the Contractor's breach of or non-compliance with, or untruth of any of the warranties, representations, covenants or obligations of the Contractor contained in this Agreement, or any negligent act or omission of the Contractor.

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- 7.2 The Hospital hereby covenants and agrees to indemnify and save harmless the Contractor from and against any liability, loss, suits, orders, fines, claims, demands of any kind and nature by any party and expenses, including assessable legal fees, damages or actions brought against the Contractor in relation to the provision of services by employees of the Hospital who are not acting under the instructions of or under the supervision of the Contractor.
- 7.3 The parties hereto agree that they shall co-operate with each other in the defence of any such action, including providing each other with prompt notice of any such action and the provision of all material documentation. The parties further agree that they have a right to retain their own counsel to conduct a full defence of any such action.
- 7.4 The Hospital shall insure the Contractor under its representative general liability insurance policies for directors and officers for all acts done by him in good faith as the Chief of Staff throughout the terms of this agreement.

ARTICLE 8- INSURANCE

- 8.1 The Contractor agrees to maintain and pay for CMPA or similar insurance and professional membership at his own expense.
- 8.2 The Contractor acknowledges and agrees that the Hospital shall not carry any workplace safety insurance or any health or accident insurance to cover the Contractor or any employees or subcontractors of the Contractor.

ARTICLE 9- CONFIDENTIALITY AND PRIVACY

- 9.1 The Contractor agrees that, except as required to perform the Services or with the prior written approval of the Hospital, he will not disclose to any person, firm, corporation or other entity any Confidential Information that belongs to the Hospital and that becomes known to the Contractor as a result of her involvement with the Hospital in connection with this Agreement. This obligation survives the termination or expiration of this Agreement. At the termination or expiration of this Agreement, the Hospital may require the return of any Confidential Information provided by the Hospital to the Contractor.
- 9.2 “**Confidential Information**” of the Hospital means all information and data, in whatever media or form, whether written or oral, that is directly or indirectly disclosed to the Contractor under this Agreement, including but not limited to financial information, patient information, trade secrets, intellectual property, marketing strategies and technical information, provided the information is either (a) not generally known by or available to the public or (b) marked “private”, “proprietary”, “restricted”, “confidential” or otherwise marked so as to indicate confidentiality.
- 9.3 Notwithstanding the foregoing, the Contractor shall have no obligation with respect to any Confidential Information of the Hospital that:
- (a) is documented as already being in his possession without burden of confidentiality;
 - (b) is or becomes publicly available or public knowledge through no fault of the Contractor; or

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- (c) is disclosed pursuant to the lawful requirement of a court or government agency of competent jurisdiction without condition of confidentiality, provided that the Hospital is notified in advance and given the opportunity to seek a protective order against such disclosure.

ARTICLE 10- GENERAL PROVISIONS

- 10.1 **Entire Agreement** - This Agreement and Schedules hereto constitute the entire agreement between the parties pertaining to the Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the Services except as specifically set forth herein.
- 10.2 **Waiver** - No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 10.3 **Force Majeure** - Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its/her reasonable control, including but not limited to: acts of God, fire, labour difficulties, war, or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. If, however, the Contractor's performance is delayed for more than one (1) month from the date of such circumstances arising, the Hospital may terminate this Agreement and, at its option, procure the Services elsewhere.
- 10.4 **Applicable Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.
- 10.5 **Dispute Resolution** - Any disputes that may arise with respect to any matter governed by this Agreement shall first attempt to be mutually decided or resolved by the individual representatives of each party involved in the dispute, i.e., by the Contractor and the Chief Executive Officer of the Hospital.
- 10.6 **Counterparts** - This Agreement may be executed in one or more counterparts, which, together, shall constitute one and the same Agreement. This Agreement shall not be binding upon any party until it has been executed by each of the parties and delivered to all parties.
- 10.7 **Independent Legal Advice** - The Contractor confirms that prior to the execution of this Agreement the Contractor had a full and complete opportunity to obtain independent legal advice and representation and that he has either done so or has freely chosen not to obtain such advice.
- 10.8 **Severability** - If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.

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10.9 **Property** - All materials relating to the business and affairs of the Hospital, including without limitation, all manuals, documents, reports, equipment, and working materials are for the benefit of the Hospital and will remain the property of the Hospital. Upon the expiration or the termination of this Agreement, the Contractor shall return all such materials to the Hospital.

ARTICLE 11- NOTICE

11.1 All notices under this Agreement shall be in writing and shall be delivered by personal delivery/courier or registered mail to the other party at their address indicated below. The notice shall be deemed to have been delivered on the day of personal delivery or on the fifth day following mailing.

If to the Contractor, to:

Dr. Scott Kerrigan

If to the Hospital, to:


North Bay Regional Health Centre
50 College Drive
North Bay, ON P1B 5A4
Attention: Paul Heinrich, President & CEO

IN WITNESS WHEREOF, the undersigned parties execute this Agreement:

For North Bay Regional Health Centre:

Per: 
Name: Paul Heinrich
Title: President & CEO

Date: May 26, 2021

Per: 
Name: Gary Jodouin
Title: Chair, Board of Directors

Date: May 27, 2021

For the Contractor:

Per: 
DR. SCOTT KERRIGAN

Date: 26/05/2021

SCHEDULE A

Contract for Provision of Chief of Staff

THE SERVICES

SUMMARY

The Chief of Staff is accountable to the Board of Directors as per the Public Hospitals Act and Professional Staff Board Appointed Bylaws. As Chair of the Medical Advisory Committee (MAC), the Chief of Staff leads the professional staff arm of the organizational structure and ensures that the quality and safety of medical care given to all patients is at the highest level, and is in accordance with the by-laws and policies established by the Board. He will lead a physician leadership team and MAC that ensures and enables proactive engagement of physician leaders across the Hospital in developing and meeting its strategic priorities, values, and mission statement.

DESCRIPTION OF SERVICES

Key Responsibilities

- Chair the Medical Advisory Committee (MAC), as well as will be the ex-officio member of all committees reporting to the MAC.
- Advise the Credentialing Committee on applications for privileges and present recommendations from this committee to the MAC and the Board of Directors.
- Oversee and ensure that hospital and physician practice meets professional standards of practice and patient/staff safety as set out by CPSO, hospital bylaws, professional staff rules and regulations and hospital policies.
- Be knowledgeable of current bylaws and rules and regulations and ensure that physician and department practice is managed according to current bylaws and rules and regulations. Update those documents as needed on a regular (annual) basis.
- Oversee the effective management and resolution of all complaints against physicians as per standard established processes based on early intervention, fairness and transparency, staged responses, and legal consultation and discipline when necessary.
- Lead and/or oversee quality reviews of physician-related critical incidents in a manner that cultivates a true spirit of CQI and just culture that looks for system improvements and shared learning as the desired goals of such reviews.
- Participate in Quality of Care Committee that reviews hospital safety metrics and the critical incident report prior their review at MAC and Quality Committee of the Board.
- Encourage and support chiefs in quality assurance strategies such as practice audits, development of dashboards, and annual performance appraisals.
- Oversee and lead the use of Pulse 360 as a means of evaluating Associate staff and also providing professional feedback and practice improvement to all physicians every three years.
- Be an active member of the Quality Committee of the Board meetings and the Board of Directors meeting both of which occur monthly and in which the COS is a non-voting member.
- Assist in the development, implementation and updating of hospital bylaws and rules and regulations.

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- Attends Senior Leadership Team meetings and participates actively in management of hospital priorities, setting and meeting hospital strategic directions and goals, and providing physician leadership and guidance to key program or department needs.
- Manage the Medical Affairs annual operating budgets in alignment with hospital strategic and financial priorities.
- Meet at least monthly with Department Chiefs and Medical Directors to provide help and advice as needed to enable their success as leaders of their department/programs.
- Hold regular meetings with Medical Affairs team to review and advise on their varied priorities that support physicians and to oversee a unified approach to build and sustain a collegial and collaborative culture in the Medical Affairs office.
- Foster a culture of physician engagement and collaboration, CQI and leadership development.
- Evaluate and refine the medical leadership structure and identify, develop and promote future physician leadership.
- Ensure and oversee all steps of the physician recruitment process (locums, evaluations, interviews and Associate staff management).
- Oversee the development of an annual Physician Recruitment plan that should be presented to the MAC and when asked at the Board.

Key Accountabilities

- Two days per week
- Chair MAC as a voting member.
- Ex-officio member of all committees reporting to the MAC.
- Attend Credentialing Committee
- Attend Board of Directors Meetings as a non-voting member.
- Member of the Quality Committee of the Board
- Member of the Quality Care Committee.
- Attend Senior Leadership Team meetings
- Regularly meeting with Quality Coordinator, Medical Affairs.

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SCHEDULE B

Contract for Provision of Chief of Staff

FEES AND PAYMENT TERMS

FEES

1.0 \$15,253.33 per month + HST, by the Hospital to the Contractor identifying the number of hours of services provided and any expenses and/or disbursements incurred.

Following successful performance appraisal the following year, June 1, 2022, the Hospital shall pay the Contractor an increase of \$800 per month + HST.

2.0 The Excellent Care for All Act, 2010 (the "Act"), requires that a portion of the Contractor's compensation be linked to performance

- (a) To that end, in addition to the monthly payable, the Contractor is also eligible to earn one (1 percent) performance-based pay prorated.
- (b) The performance-based pay will be determined based on the Hospital's Quality Improvement Plan Standards for the relevant fiscal year, and using the same indicators and process as the rest of the Senior Leadership Team ('the QIP Performance Based Pay').
- (c) The Hospital will pay to the Contractor in the form of lump sum payment (less applicable deductions), the performance-based pay which the Board determines he is entitled to for the prior fiscal year within 31 days after the payment, if any, is approved by the Board.
- (d) In the event that the Contractor leaves this role part way through a fiscal year, payment of the QIP performance-based pay elements will be made at the same rate and within the same time frame as the QIP based performance payments are determined and made to the vice presidents of NBRHC, but the amount of the payment will be multiplied by the proportion of the fiscal year that the Contractor was actively employed in this role.
- (e) Each year, the Hospital will increase its envelope by an amount not exceeding the government approved maximum and provide appropriate increases to the pay rate.

PAYMENT TERMS

Harmonized Sales Tax (HST) shall be shown separately on the Contractor's invoice, and shall be payable in addition to the fee noted above. The Contractor shall provide her HST registration number on each invoice.

The Contractor agrees not to charge any late payment charges should the parties be in dispute over the correctness of an invoice.

Acknowledgment	
Hospital	Contractor
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