

THIS AGREEMENT is made effective the 1st day of February, 2024 (the “**Effective Date**”),

BETWEEN:

BRANT COMMUNITY HEALTHCARE SYSTEM

a corporation amalgamated under the *Corporations Act* (Ontario)
pursuant to Letters Patent of Amalgamation issued on April 1, 2007

(the “**BCHS**” or the “**Hospital**”)

- and -

ANIRUDH GOEL

(“**Dr. Goel**”)

RECITALS

WHEREAS the Hospital’s Board of Directors (the “**Board**”) is responsible for the governance and oversight of the management of BCHS’s operations and such responsibilities include the appointment and reappointment of the Professional Staff members and the oversight of their Performance (as hereinafter defined) in BCHS;

AND WHEREAS Dr. Goel is a duly qualified physician licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario and the College of Family Physicians of Canada;

AND WHEREAS the Board has retained Dr. Goel pursuant to an agreement dated December 6, 2021 (the “**First Agreement**”) to perform the duties of the office of Chief of Staff and the Chair of the Medical Advisory Committee, which office, as contemplated in the *Public Hospitals Act* (Ontario) (“**Public Hospitals Act**” or the “**Legislation**”) and BCHS’s By-Law, is accountable to and reports to the Board;

AND WHEREAS the Hospital has retained Dr. Goel pursuant to the First Agreement to perform the duties of the office of Vice President Medical Affairs, which office is accountable to and reports to the Hospital’s CEO (the “**CEO**”);

AND WHEREAS the Legislation creates a comprehensive framework which requires BCHS to establish, monitor, publish and improve upon performance metrics that respectively measure BCHS’s performance;

AND WHEREAS Dr. Goel has agreed to assist BCHS in meeting its obligations under the Legislation, including assisting BCHS in establishing, monitoring and improving upon the performance metrics that respectively measure BCHS’s performance, by providing the services set out herein;

AND WHEREAS Dr. Goel agrees to accept certain additional responsibilities pursuant to the terms and conditions of this Agreement, including Appendix “A” attached hereto, and,

effective on the Effective Date, he will perform the duties of Vice President Medical and Academic Affairs;

AND WHEREAS the parties wish to enter into this amended and restated agreement (the “**Agreement**”) to confirm their mutual rights and obligations; and

AND WHEREAS it is agreed that effective on the Effective Date, this Agreement shall supersede and replace any and all prior written and/or verbal agreement(s) in respect of the subject matter herein, including the First Agreement.

THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, it is mutually agreed as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined to the contrary herein, all capitalized words in this Agreement shall have the same meanings as ascribed to them in BCHS’s By-Law. The following capitalized words shall have the following meanings:

- (a) “**Administrative Responsibilities**” means the combined Chief of Staff and Vice President Medical and Academic Affairs responsibilities set out in of this Agreement;
- (b) “**Clinical Services**” means Dr. Goel’s direct clinical activities and services related to his provision of patient care, diagnosis and treatment to BCHS’s patients,
- (c) “**College**” means the College of Physicians and Surgeons of Ontario;
- (d) “**ECFAA**” means the *Excellent Care of All Act*, 2010 (Ontario); and
- (e) “**Quality Improvement Plan**” means the annual quality improvement plan developed by BCHS in accordance with the requirements of *ECFAA*.

1.2 Entire Agreement

As of the Effective Date, this Agreement, including Appendix “A”, Schedule “A” and Schedule “B”, constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

1.3 Section Headings and Recitals

All section and paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement. The recitals to this Agreement are true and correct.

ARTICLE 2 APPOINTMENT AND DUTIES

2.1 Chief of Staff

- (a) BCHS hereby confirms the Board's appointment of Dr. Goel as Chief of Staff at BCHS. Dr. Goel agrees to perform the duties of the Chair of Medical Advisory Committee to the best of Dr. Goel's ability in compliance with the Legislation, and BCHS's By-Law, charters, policies and rules, all as may be amended from time to time, and the terms and conditions of this Agreement.
- (b) In his capacity as Chief of Staff, Dr. Goel shall be accountable to the Board and shall report to the Board in accordance with the framework set out in the *Public Hospitals Act*, and BCHS's By-Law, charters, policies and rules.

2.2 Vice President Medical and Academic Affairs

- (a) BCHS hereby confirms the CEO's appointment of Dr. Goel as the Vice President Medical and Academic Affairs. Dr. Goel agrees to perform the duties of the Vice President Medical and Academic Affairs to the best of Dr. Goel's ability in compliance with the Legislation, and BCHS's By-Law, charters, policies and rules, all as may be amended from time to time, and the terms and conditions of this Agreement.
- (b) As Vice President Medical and Academic Affairs, Dr. Goel shall assist the CEO in achieving BCHS's strategic goals and objectives, as approved by the Board through its strategic plan and Quality Improvement Plans and shall perform the duties and responsibilities set out in Schedule "A". As Vice President Medical and Academic Affairs, Dr. Goel shall be accountable to and report to the CEO.

ARTICLE 3 CLINICAL AND OTHER COMMITMENTS

3.1 Active Clinical Practice

The parties acknowledge and agree that Dr. Goel may engage in active clinical practice at BCHS and shall provide such Clinical Services to BCHS's patients as is expected in the ordinary course.

3.2 Outside Activities

The parties acknowledge and agree that Dr. Goel is free to pursue other activities outside of BCHS provided that in any such case, Dr. Goel shall ensure that such responsibilities shall neither conflict with the obligations under this Agreement nor in any way prevent or limit Dr. Goel from performing his obligations hereunder.

ARTICLE 4 EMPLOYMENT

4.1 Agreement to Employ

Subject to the terms and conditions of this Agreement, the Hospital agrees to employ Dr. Goel in the position of Chief of Staff and Vice President Medical and Academic Affairs, which is inclusive of the leadership of both the Diagnostic Imaging and Laboratory programs, and Dr. Goel agrees to work for the Hospital in such capacity; to perform the duties in compliance with applicable laws, including without limitation, the duties of Administrator as that term is defined in Public Hospitals Act (Ontario) to the Hospital, the Hospital's By-Law, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement; and, to exercise the powers as may be assigned to the Chief of Staff from time to time by the Board. Dr. Goel acknowledges that the Administrative Responsibilities, including without limitation, Dr. Goel's ex-officio responsibilities as a Board Director of BCHS, may require the carrying out of the duties in the evening and weekends, as may be required from time to time, in addition to regular business hours.

ARTICLE 5 COMPENSATION AND EXPENSES

5.1 Annual Base Salary

The Hospital agrees to pay Dr. Goel an annual base salary of \$ 367,500 (as adjusted from time to time, the "**Base Salary**"), retroactive to March 22, 2023, for a full time 1 FTE commitment subject to the usual deductions and payable in arrears on a bi-weekly basis.

5.2 Annual Base Salary Increases

The salary of the Chief of Staff and Vice President of Medical and Academic Affairs shall be reviewed by the Hospital in accordance with applicable Hospital policy (as it exists from time to time), taking into account, the results of the annual performance review for the previous year, the approved executive compensation plan and any applicable government guidelines.

5.3 Business Expenses and Reimbursement

The Hospital shall reimburse Dr. Goel for all reasonable travel and other out-of-pocket expenses actually and properly incurred, as evidenced by original third party receipts, on behalf of the Hospital in accordance with applicable Hospital policies and procedures. Any

single expense item in excess of five hundred dollars (\$500) must be approved in advance by the CEO and Chair of the Board.

5.4 Benefits

The Hospital agrees to pay for, and provide to Dr. Goel, the following:

- (a) Participation in the Hospital's group employee benefit plans as described in the Executive Group, Your Group Benefits booklet in accordance with the terms of such plans and arrangements. The Hospital reserves the right to reasonably amend the plans at any time with reasonable notice to Dr. Goel, provided that the resulting plans are substantially similar to the current plans. It is understood that the Hospital's sole liability is to pay the cost of premiums or other costs which the Hospital has agreed to undertake and that the Hospital does not assume the role of insurer.
- (b) Participation in the Hospitals of Ontario Pension Plan ("HOOPP"), in accordance with its terms and conditions (as may be amended from time to time).
- (c) Reasonable expenses to support Dr. Goel's ongoing development and education as approved from time to time by the CEO and Chair of the Board. Dr. Goel agrees to participate in and complete such educational training as may be required to maintain his competency.
- (d) Professional membership fees incurred in not more than three (3) professional organizations that are reasonable and approved in advance from time to time by the CEO and Chair of the Board.
- (e) The Hospital shall provide Dr. Goel with an annual Healthcare Spending Account of three thousand five hundred dollars (\$3,500).
- (f) The Hospital shall provide Dr. Goel with a corporate portable computer, a home printer, and a cellular phone (and related data access and service plans).

5.5 Vacation

Dr. Goel shall be entitled to five (5) weeks vacation consistent with the Hospital policy in each service year during the term of this Agreement. Dr. Goel shall take vacation at a time or times mutually agreeable to the CEO and the Chair of the Board. Subject to compliance with the ESA (as defined below), unused vacation may not be carried over into a subsequent year unless approved by the CEO and Chair of the Board.

ARTICLE 6 ANNUAL PERFORMANCE EVALUATION

6.1 Performance Evaluation Committee – Chief of Staff

The Board shall establish a committee (the "Chief of Staff Evaluation Committee") for the purpose of evaluating Dr. Goel's performance as Chief of Staff and to make recommendations to the Board.

6.2 Performance Evaluation – Vice President Medical and Academic Affairs

The CEO Executive Officer shall be responsible for evaluating Dr. Goel's performance as Vice President Medical and Academic Affairs in accordance to a process determined by the CEO.

ARTICLE 7 TERMINATION OF EMPLOYMENT

Dr. Goel's employment may be terminated as described below. Dr. Goel will always receive all wages that are earned and payable, any accrued vacation pay and benefits up to Dr. Goel's last day of employment.

7.1 Resignation

Dr. Goel may resign from his employment at any time provided they/he gives the Hospital three (3) months' notice, in writing. Upon receipt of notice of resignation the Hospital may, at its sole discretion, waive or abridge the notice period. Should the Hospital waive or abridge the notice period, then Dr. Goel will be paid his Base Salary, and, if applicable, the Stipend (as defined in Appendix "A") and will continue to participate in the benefit plans, if permissible under such plans, as if he had worked during the three (3) months' notice period.

7.2 Termination of Employment by the Hospital for Cause

The Hospital may terminate this Agreement at any time for cause by complying with only the applicable minimum requirements of applicable employment standards legislation, as amended or replaced (all such legislation referred to as the "ESA") in respect of the termination of the Dr. Goel's employment (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). Benefits will only continue during any period required by the ESA.

7.3 Termination without Cause by the Hospital

- (a) The Hospital may terminate Dr. Goel's employment without cause by providing him with prior notice in writing equal to twelve (12) months, plus one (1) additional month for each full year of service up to a maximum of eighteen (18) months' notice total (the "Notice Period") or on paying to Dr. Goel the equivalent lump sum payment of his then current Base Salary, and, if applicable, the Stipend (as defined in Appendix "A") (the "Severance Payment") in lieu of such notice, or combination of notice and payment in lieu, *provided that* in no case will Dr. Goel be provided with less than the minimum requirements of the ESA in respect of the termination of his employment (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). For the avoidance of doubt, all reference to 'Notice Period' in the following subsections exclude any portion of the Notice Period that is provided as a Severance Payment in lieu of part or all of the Notice Period.

- (i) **Benefits.** Following the minimum notice period required by the ESA, and subject to the terms and conditions of the applicable plan policies, the Hospital shall continue Dr. Goel's extended health care, semi-private, travel and dental benefit coverage during the remainder of the Notice Period. Dr. Goel's short term disability and long-term disability coverage will end upon the expiry of the minimum notice period required by the ESA.
 - (ii) **Pension.** Dr. Goel will continue to be eligible to participate in HOOPP during the Notice Period.
 - (iii) **Vacation Pay.** Dr. Goel will be paid eligible accrued but unused vacation pay owing as of the separation date. No further vacation credits shall accrue beyond the separation date except as required by the minimum requirements of the ESA.
 - (iv) **Health Spending Account.** Eligibility for the Health Spending Accounting will be terminated as of the separation date, except as required by the minimum requirements of the ESA.
 - (v) **Outplacement Counselling.** If the termination of employment is pursuant to this Section 7.3, the Hospital will provide Dr. Goel with an executive level career outplacement counseling package through a service provider of the Hospital's choosing.
- (b) Dr. Goel agrees to accept the payments as set out in Section 7.3 in full and final settlement of all amounts owing to him by the Hospital on termination, including any payment in lieu of notice of termination, entitlement of Dr. Goel under any applicable statute including the ESA and any rights that Dr. Goel may have at common law and contract, and Dr. Goel waives any claim to any other or future payment or benefits from the Hospital. For greater certainty, in the event Dr. Goel is paid a Severance Payment in lieu of the full Notice Period, all benefits including HOOPP will only continue during any period required by the ESA.
- (c) The payments and benefits that exceed the minimum requirements of the ESA, if any, are conditional upon Dr. Goel signing a full and final release in a form substantially similar to the form of release attached hereto at Schedule "B" within 7 days of the date of termination. In the event the minimum ESA requirements as at the date of termination provide for a right or benefit that is greater than that provided for in this Agreement, such statutory requirements will replace the payments contemplated under this Agreement.
- (d) The termination arrangements set out in this Agreement fully satisfy the Hospital's and all affiliates' obligations to Dr. Goel in respect of the termination of his employment, including in the event that he claims constructive dismissal, and Dr. Goel will not be entitled to further notice of termination, severance pay, incentive compensation, damages or other compensatory payments under common law or contract. By signing below, Dr. Goel agrees to receive any applicable required ESA severance pay via installments, in accordance with the Hospital's payroll practices, as amended from time to time.

7.4 Return of Hospital Property

Upon termination of this Agreement for any reason, Dr. Goel acknowledges that all items of any kind created or used by him pursuant to his employment or furnished by the Hospital to him including, but not limited to, all written materials, procedures, policies, manuals, software, processes, equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, Confidential Information, or other materials shall remain and be considered the exclusive property of the Hospital, as applicable, at all times, and shall be surrendered to the Hospital, in good condition (subject to normal wear and tear), promptly without being requested to do so.

7.5 Restructuring

Dr. Goel hereby acknowledges and agrees that he will not be deemed dismissed, constructively or otherwise, in the event of a government-mandated restructuring of the health care system that results in the Hospital's operations being assumed by a regional health authority, a local health integration network or other organization, provided the restructuring does not materially affect Dr. Goel's responsibilities to administer the operations of the Hospital's facilities as the most senior employee on site (i.e., perhaps as a site administrator) and there is no decrease in Dr. Goel's compensation.

7.6 Death

This Agreement shall end without notice upon the death of Dr. Goel. In the event of death, any outstanding Base Salary, performance payments and eligible expenses and allowances will be paid out to the Estate of Dr. Goel.

7.7 Disability

This Agreement shall terminate in the event that Dr. Goel is absent from the performance of his duties and unable to perform them for a continuous period of at least one (1) year, and the Hospital has reviewed Dr. Goel's circumstances and determined that there is no reasonable likelihood that he will return to his position in the near future, or that his needs cannot be accommodated by the Hospital such that he could return to his position. In such an event, the Hospital shall, notwithstanding any other provisions contained in this Agreement, have no obligation to make payments to Dr. Goel for notice or severance, other than only the applicable minimum requirements of the ESA (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). Benefits will only continue during any period required by the ESA.

7.8 Confidentiality

The parties agree that, if at any time in the future a dispute arises in relation to the termination of Dr. Goel's employment, any settlement of the dispute and all negotiations leading up to the settlement will remain confidential. The parties agree not to disclose the terms and conditions of any such settlement to any other party except their legal and financial advisors, or as required by law, and in the case of Dr. Goel, disclosure to his partner or immediate family is also permitted.

ARTICLE 8 INSURANCE AND INDEMNITIES

8.1 Insurance

BCHS shall insure Dr. Goel under its general liability policy both during and after the term of his appointment, for all acts done by Dr. Goel in good faith and in the execution of its/his Administrative Responsibilities, throughout the term of its/his appointment, including where Dr. Goel is specifically named in a proceeding launched by a patient, member of the Professional Staff, or any other party where BCHS is a co-defendant.

The parties acknowledge and agree that Dr. Goel shall be required to obtain CMPA coverage for his clinical practice including coverage for the Clinical Services performed by him.

8.2 BCHS Indemnity

BCHS agrees to indemnify and hold Dr. Goel and its/his heirs and legal representatives harmless, to the fullest extent permitted by law, including from and against any and all losses which Dr. Goel may reasonably suffer, sustain, incur or be required to pay in respect of any Claim, related to the performance of its/his Administrative Responsibilities under this Agreement provided:

- (a) Dr. Goel was acting honestly and in good faith with a view to the best interests of BCHS;
- (b) the Loss was not occasioned by his own wilful neglect or default.

For greater certainty, this indemnity does not relate to any Claim relating to Dr. Goel's Clinical Services or to any Claim Dr. Goel is required to indemnify.

ARTICLE 9 OWNERSHIP OF INFORMATION AND NON DISCLOSURE

9.1 Confidential Information

"Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of BCHS acquired by and Dr. Goel in the course of its/his appointment, including information and facts relating to present and contemplated services, future plans, processes, procedures, suppliers, capital projects, financial information of all kinds, government relations strategies, patients or their health records, any product, device, equipment or machine, or employees. For greater certainty, Confidential Information shall not include:

- (a) information and facts that are available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement; or
- (b) information and facts that become available to Dr. Goel on a non-confidential basis from a source other than BCHS.

9.2 Non-Disclosure

Dr. Goel shall not disclose Confidential Information to any person or use any Confidential Information (other than as necessary in carrying out his duties on behalf of BCHS) at any time during or subsequent to his period of appointment without first obtaining the consent of the Chair, and Dr. Goel shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.

9.3 Legal Obligations

Nothing in this section precludes Dr. Goel from disclosing Confidential Information at any time if disclosure of such Confidential Information is required by any law, regulation, governmental body, or authority or by court order, provided that before disclosure is made, notice of the requirement is provided to BCHS, and to the extent possible in the circumstances, BCHS is afforded an opportunity to dispute the requirement.

9.4 Non-disparagement

Dr. Goel and BCHS covenant and agree that neither party shall engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the other party, which in the case of BCHS, includes Board, officers, employees, physicians and/or patients.

ARTICLE 10 GENERAL PROVISIONS

10.1 Binding Agreement

This Agreement, including Appendix "A" and the schedules attached hereto, constitutes the entire agreement between the parties and all promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties other than as expressly set forth in this Agreement.

10.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10.3 Amendments and Waivers

This Agreement may be amended by mutual agreement in writing of the Hospital and Dr. Goel, and no amendment to this Agreement shall be valid or binding unless in writing and executed by both parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver.

10.4 Severability

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall be considered separate from the Agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.

In the event of any conflict between the provisions of this Agreement and the requirements of the ESA, the requirements of the ESA shall govern.

10.5 Governing Law

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario.

10.6 Enurement

Dr. Goel may not assign, pledge or encumber his interest in this Agreement nor assign any of his rights or duties under this Agreement without the prior written consent of the Hospital. This Agreement shall be binding on and enure to the benefit of the successors and assigns of the Hospital and the heirs, executors, personal legal representatives and permitted assigns of Dr. Goel.

10.7 Dispute Resolution

- (a) The Parties shall endeavour to resolve any differences of opinion that may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their solicitors. Unless, in the opinion of either party, acting reasonably, the matter in dispute is of such a significant nature as to warrant it being addressed otherwise, neither party shall commence any public proceedings until such negotiations have failed to produce a resolution. In furtherance of the provisions of this Section, both Parties agree to make themselves available on short notice and to negotiate promptly, and in good faith, any matter either party may wish to negotiate.
- (b) The Parties agree that no report of anything said or of any admission or communication made in the course of such negotiations shall be used as evidence or shall otherwise be admissible in any legal proceeding, except with the consent, in writing, of all Parties.
- (c) If, in the opinion of either party, acting reasonably, it is unlikely to expect the matter in dispute as between the Parties to be resolved by continued negotiations, or if the matter is of such a significant nature as to warrant it being addressed otherwise, the matter in dispute shall, subject to subparagraph (d) below, be submitted to and shall be subjected to arbitration pursuant to the provisions of the Arbitration Act, 1991 (Ontario) and the following:
 - (i) The party desiring arbitration shall nominate one (1) arbitrator and shall notify the other party of such nomination in writing. Within ten (10) days after receiving such notice, the other party may agree to the one (1)

nominated arbitrator. Failing such agreement, the arbitration shall be conducted by a panel of three (3) arbitrators, one (1) of whom shall be appointed by the Hospital, one (1) by Dr. Goel, and the third (3rd) (who shall be the chair of the arbitration panel) by agreement of the other two (2). If the latter two (2) arbitrators are unable to agree in the selection of such chair, the chair shall be designated by a judge of the Ontario Superior Court of Justice upon an application by either party.

- (ii) The arbitration shall take place in a location determined by the Hospital within one hundred and fifty (150) kilometres from the Hospital. The decision of the arbitrator or arbitration panel (as the case may be), in writing, shall be binding upon the Parties both in respect of procedure and the conduct of the Parties during the proceedings and the final and binding determination of the issues, without recourse to appeal. The arbitrator or arbitration panel (as the case may be) shall, after hearing any evidence and representations that the Parties may submit, make their decision and reduce the same to writing and deliver one (1) copy to each of the Parties.
- (iii) The expenses of the arbitral tribunal shall be paid as to eighty percent (80%) by the Hospital and as to twenty percent (20%) by the Dr. Goel subject only to the following: in the event that there are three (3) arbitrators, the costs of the one (1) arbitrator appointed by the Hospital shall be paid as to one hundred percent (100%) by the Hospital and the costs of the one (1) arbitrator appointed by Dr. Goel shall be paid as to one hundred percent (100%) by Dr. Goel.
- (d) Notwithstanding anything in this Section 10.7: (i) nothing herein applies to any dispute if the subject matter of the dispute is not capable of being the subject of arbitration under applicable law; and (ii) nothing herein prevents Dr. Goel from making a report to or filing a claim, application or charge with the applicable governmental or administrative agency or tribunal, including, as applicable, the applicable Ministry of Labour, human rights commission or tribunal, and labour relations board (collectively, "**administrative agencies**") if the terms of applicable legislation entitles Dr. Goel to do so and precludes exclusive pre-dispute recourse to arbitration. For the avoidance of any doubt, administrative agencies do not include provincial or federal courts. This Section 10.7 also does not prevent administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this section. The Hospital will not retaliate against Dr. Goel for filing a claim with an administrative agency or for exercising rights in respect of any matter before any administrative agency.

10.8 Notice Provisions

Any notice to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered mail to the following address or such other address as either party may from time to time designate to the other by notice given in accordance with this section:

Notices to BCHS:

CEO
Brant Community Healthcare System
200 Terrace Hill Street
Brantford, ON N3R 1G9
Fax No.: (519) 752-0098

Or to such other addresses or individuals as may be designated by notice by either party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery and, if made or given by registered mail, on the fifth day, other than a Saturday, Sunday or statutory holiday in Ontario following deposit in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery.

10.9 Privacy Consent

By accepting the appointment with BCHS, Dr. Goel consents to BCHS collecting, using and disclosing Dr. Goel's personal information to establish, manage, terminate and/or otherwise to administer the appointment relationship, including, but not limited to:

- (a) ensuring that Dr. Goel is properly remunerated for its/his services to BCHS which may include disclosure to third party payroll providers;
- (b) performance and promotion;
- (c) monitoring Dr. Goel's access to and use of BCHS's electronic media services in order to ensure that the use of such services is in compliance with BCHS's policies and procedures and is not in violation of any applicable laws; and
- (d) complying with BCHS's obligations to report improper or illegal conduct by any director, officer, executive or agent of BCHS under any applicable health, criminal or other law.

10.10 Interpretation and ESA Failsafe

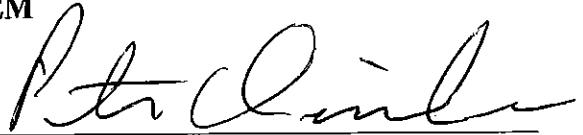
- (a) Dr. Goel and the Hospital will comply with the ESA. Accordingly, this Agreement will: (i) not be interpreted as in any way waiving or contracting out of the ESA; and (ii) be interpreted to achieve compliance with the ESA. This Agreement contains the parties' mutual understanding and there shall be no presumption of strict interpretation against either party.
- (b) It is understood and agreed that all provisions of this Agreement are subject to all applicable minimum requirements under the ESA. In the event that the ESA provides for superior entitlements upon termination of employment or otherwise ("Statutory Entitlements") than provided for under this Agreement, the Hospital shall provide Dr. Goel with his Statutory Entitlements in substitution for his rights under this Agreement.


10.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery by facsimile or email of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

BRANT COMMUNITY HEALTHCARE SYSTEM

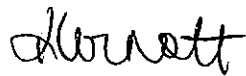
By: 
Name: Peter Quinlan
Title: BCHS Board Chair

By: 
Name: Erin Sleeth
Title: Interim President and Chief Executive Officer

I have read, understand and accept the terms and conditions of this Agreement, including Appendix "A", Schedule A", and Schedule "B" attached hereto.


ANIRUDH GOEL

SIGNED, SEALED & DELIVERED
In the presence of:


Witness


ANIRUDH GOEL

APPENDIX "A"

ACADEMIC AFFAIRS AND RESEARCH RESPONSIBILITIES

(THE "ADDITIONAL RESPONSIBILITIES")

1. Agreement Incorporated

The Agreement attached hereto is incorporated herein by reference, and the defined terms therein shall apply to this Appendix "A" (the "Appendix").

2. Additional Responsibilities

- (a) Dr. Goel agrees to assume the Additional Responsibilities and to perform such duties to the best of his ability in compliance with the Hospital's policies and rules, as may be amended from time to time, and the terms and conditions of the Agreement and this Appendix "A".
- (b) For his performance of the Additional Responsibilities, Dr. Goel shall assist the CEO in achieving BCHS's strategic goals and objectives, as approved by the Board through its strategic plan and Quality Improvement Plans.
- (c) In respect of the Additional Responsibilities, Dr. Goel shall be accountable to the Hospital's CEO and shall perform the duties and responsibilities as assigned or agreed to from time to time.

3. Stipend

In consideration of his performance of the Additional Responsibilities, the Hospital shall provide Dr. Goel with an annual stipend of \$24,800 (as adjusted from time to time, the "Stipend"), subject to the usual deductions and payable in accordance with the Hospital's normal payroll practices. For the avoidance of doubt, if Dr. Goel ceases assuming the Additional Responsibilities, the Hospital will cease paying Dr. Goel the Stipend, subject only to Section 4 below.

4. Termination

Either Dr. Goel or the Hospital may terminate his assumption of the Additional Responsibilities at any time and for any reason upon providing the other party with 90 days' written notice (the "Additional Responsibilities Notice Period"); provided that if such notice is provided by Dr. Goel, the Hospital may waive all or part of the remainder of the Additional Responsibilities Notice Period. Dr. Goel shall be paid the Stipend until the expiry of the Additional Responsibilities Notice Period, but not beyond such period, irrespective as to whether the Hospital waives all or part of the Additional Responsibilities Notice Period. The termination of the Additional Responsibilities shall not, on its own, terminate this Agreement, which shall remain in full force until it is terminated in accordance with Article 7 of the Agreement. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the termination of the Agreement shall also terminate Dr. Goel's assumption of the Additional Responsibilities and this Appendix "A".

SCHEDULE "A"

Job Title:	Chief of Staff and Vice President Medical and Academic Affairs	<u>POSITION DESCRIPTION</u>
Department:	Administration	
Reports To:	Board of Directors and President and Chief Executive Officer	
Supervises:	Clinical Services and Medical Directors	
Approved by:	President and Chief Executive Officer and Board of Directors	
Date:	Original:	
	Revised: June 2021	

CHIEF OF STAFF AND VICE PRESIDENT MEDICAL AND ACADEMIC AFFAIRS

POSITION SUMMARY:

The Chief of Staff and Vice President of Medical Affairs is accountable to the Board of Directors on issues regarding the quality and safety of medical diagnosis, care and treatment and as member of the senior leadership team accountable to the Chief Executive Officer for providing administrative medical leadership to support the implementation of BCHS's Mission, Vision and Values.

The role requires that the incumbent work in collaborative manner aiming to create a clinical practice environment that is up-to-date, ethical, and safe and resource efficient, and is conducted in partnership with patients and their families, other health care professionals, and the community. Eligibility for Active Staff privileges at the BCHS is a requirement of the role.

A key deliverable of the role is to create a progressive vision for medical care and clinical services at the BCHS with a 10 year horizon.

MAJOR ACCOUNTABILITIES AND KEY DELIVERABLES

The Chief of Staff and Vice President Medical and Academic Affairs shall in collaboration with others:

Regulatory and Policy

1. Chair the Medical Advisory Committee;
2. Ensure compliance with the Public Hospitals Act, regulations and By-laws of BCHS with respect to medical and other privileged practitioners;

3. Ensure a thorough, fair process for the credentialing, privileging and re-appointment of medical, dental, midwifery & extended class nursing staff in accordance with the policies established by the Board and the Public Hospitals Act;
4. Ensure the broad participation of privileged physicians on departmental meetings, committees, improvement teams or policy development as required under BCHS's bylaws;
5. Ensure that there are appropriate processes in place to monitor and investigate and follow-up on matters related to the quality of medical care including regular reports from departments to the MAC;
6. Monitor and report to the Board of Directors and Medical Advisory Committee (MAC) on matters related to the quality of medical diagnosis, care and treatment provided to patients;
7. Investigate, report and disclose to the Board any critical incidents pursuant to BCHS's Management Regulation under the Public Hospitals Act;
8. Ensure the appropriate disclosure of patient incidents and harm and mechanisms for investigation and follow-up;
9. Ensure that all medical staff are following the organization's code of conduct and health workplace policies in order to create a safe environment that prevents workplace violence;
10. In collaboration with Departmental Chiefs and Medical Staff Association, ensure the development, implementation, compliance and review of medical staff bylaws, rules and regulation consistent with the strategic and operational and teaching mandates of BCHS.
11. Participate on various committees and subcommittees of the Board as defined in the Public Hospital's Act and By-Laws of the Hospital;
12. Oversee the Medical Human Resource plan to ensure that it aligns with BCHS's strategic and teaching mandates;
13. Lead the process for the appointment of Departmental Chiefs and Medical Directors;
14. Coordinate and manage the process to address physician disciplinary and privilege issues in accordance with the regulations, legislation, medical staff by-laws and hospital policy;
15. Provide guidance and counsel to the Board, medical staff and hospital staff to assist them in responding to the challenges facing the health care system;
16. Oversee the Research Ethics Committee and Research Impact Analysis and Approval Process;

Quality and Patient Safety

17. Advance and promote a practice environment and a clinical cultural that is focused on high-quality, safe, patient-centred care, based upon an evolving body of clinical knowledge, best practices and research evidence;

18. Participate in the accreditation processes and work to ensure that BCHS achieves, maintains and continually improves upon its accreditation status;
19. Support the implementation of the organization's annual quality improvement plan;

Partnerships

20. Establish processes to engage and foster relationships with medical leaders and physicians and other staff;
21. Advance an approach to care that is reflective of the diversity of the population served and ensures patients and their families are engaged in care in a way that is respectful, non-judgmental, and culturally safe;
22. Engage with partners and stakeholders in the identification and implementation of initiatives to improve population health including disease prevention, health promotion, and health surveillance activities;
23. Engage the community and BCHS's physician leadership to promote and advance the role of BCHS as it works with its partners to advance the work of the Ontario Health Team;
24. Engage with system partners and stakeholders locally and regionally to promote access, timeliness and continuity of care in a manner that optimizes individual patient, organizational and system outcomes;
25. Provide leadership in Medical Education including the management of BCHS's affiliation agreement with the McMaster University;
26. Provide support to patient relations in dealing with patient concerns, investigations and follow-up of patient complaints;
27. Provide leadership to develop BCHS as an academic and research centre;

People

28. Promote a culture of respectful shared decision-making with physician leaders and other colleagues;
29. Lead the Physician Wellness Strategy in collaboration with the Human Resources Team;
30. Provide leadership in the implementation of the organization's management system and cultural improvement practices (REACH);
31. Ensure the completion of annual performance reviews of Departmental Chief/Medical Directors;

Sustainability

32. Provide leadership in the effective utilization and management of healthcare resources working with medical leaders and others on matters of clinical appropriateness, efficiency and efficacy;
33. Apply evidence and management processes to ensure cost-appropriate care;
34. Ensure compliance with administrative requirements as detailed in accountability agreements and legislation and regulation;
35. Assists with identification and prioritization of capital expenditure requests;

Equity

36. Responds to the needs of the community by identifying opportunities for the allocation of resources to meet population needs and where appropriate advocates for system-level change in a socially accountable and evidenced based manner;
37. Support the implementation of education, policies and practices to improve the culturally safety of care for Indigenous patients and families;
38. Supports the development and implementation of initiatives to improve care outcomes for racially and gender diverse patient populations;

QUALIFICATIONS

EDUCATION AND TRAINING:

1. Physician qualified to practice in the Province of Ontario with the ability to gain active privileges to practice medicine at BCHS.
2. Master's degree in Administration or a health related discipline is preferred.
3. Fellowship from the Royal College of Physicians and Surgeons of Canada (or equivalent) or membership within the college of Family Physicians of Canada is required.
4. Ministry of Labour supervisor training.

EXPERIENCE:

1. Minimum of five (5) years working in a medical leadership role within a large community or academic centre is required.
2. Experience leading and implementing initiatives in a program management context is preferred.
3. Strong experience in the development, implementation and evaluation of best practice quality and safety initiatives is required.

4. Appropriate training and relevant experience promoting cultural safety for Indigenous populations.

KNOWLEDGE/SKILLS/ABILITIES:

1. Strong clinical and administrative leadership skills with extensive experience facilitating successful change.
2. Proven capacity to advance a strategic plan through systematic and progressive implementation.
3. Demonstrated ability to coach, advise and teach others using the principles of continuous learning and ongoing professional development.
4. Demonstrated training, experience or utilization of continuous improvement methodologies and its cultural impacts on an organization.
5. Experience working with diverse populations with demonstrated commitment to working to create a culturally safe environment for the Indigenous population served by BCHS.
6. Demonstrated ability to exert influence and achieve impact at all levels.
7. Proven excellent interpersonal skills in negotiation, conflict resolution, and consensus building.
8. Demonstrated effective communication, presentation, and negotiation skills.
9. Highly attuned risk management skills and quality orientation; proactively and genuinely invested in the advancement of quality in all areas.
10. Highly developed leadership coaching and mentorship skills with the capacity to recruit and develop exceptional physician leaders.
11. Effective critical thinking, analytical, and problem solving skills.
12. Proven ability to develop, monitor, administer and report on budgets.
13. Knowledge of relevant legislation, principles of management, and hospital committee structure.
14. Demonstrated excellent computer skills in Microsoft Office software (e.g. Word, Excel, Power Point and Outlook).
15. Demonstrated commitment to the safety of co-workers and patients.

LEADERSHIP CHARACTERISTICS

1. Compassionate and empathetic leader;
2. Superior written and verbal communication skills;

3. Strategic decision maker;
4. Self-aware;
5. Patient oriented;
6. Authentic;
7. Collaborative.

LEADERSHIP VALUES

1. Compassion
2. Accountability
3. Respectful
4. Equity

SCHEDULE "B"

FORM OF RELEASE

IN CONSIDERATION of the terms and conditions as detailed in this letter, plus such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **ANIRUDH GOEL**, on behalf of myself, my heirs, successors and assigns (hereinafter referred to as "Releasor"), hereby:

1. Release and forever discharge Brant Community Healthcare System, its subsidiaries, parents, divisions, and affiliates, and each of their past and present officers, directors, employees, servants, representatives and agents of any of the aforesaid entities and their predecessors, successors and assigns, (hereinafter collectively referred to as the "Releasees") jointly and severally from any and all actions, causes of action, complaints, applications, claims, demands and proceedings of whatever kind for damages, compensation, costs, notice of termination, pay-in-lieu of notice, termination pay, severance pay, pay, bonus, vacation pay, holiday pay, benefits, incentives, physical or mental disability, employment, reemployment, reinstatement, reprisal, indemnity, compensation, overtime, holiday pay, or any other remedy or entitlement which I or my successors, heirs, administrators or assigns had, may now have, or may have in the future arising out of my employment with the Releasees or the cessation of that employment, whether pursuant to the employment agreement, common law, statute, including but not limited to the *Employment Standards Act, 2000*, the *Human Rights Code*, the *Pay Equity Act*, or otherwise.
2. Acknowledge that:
 - a. signing this release is not a condition for me to first receiving money to which I would be otherwise entitled to by operation of law. I further acknowledge that the payment of the settlement monies by the Releasees to me is inclusive of and exhaustive of all possible claims for pay, notice of termination, pay-in-lieu of notice, termination pay, severance pay, bonus, overtime, compensation, employment, reemployment, reprisal, interest, benefits, vacation pay, holiday pay, or any other claim or entitlement, whether pursuant to the *Employment Standards Act, 2000*, the *Human Rights Code*, employment contract, common law, or otherwise.
 - b. any violation of my rights under the *Human Rights Code* related to my employment with the Releasees and/or the cessation of that employment are hereby settled and the consideration for the Release above is accepted in full and final satisfaction of the same. I agree not to make any Application under the *Human Rights Code* in respect of my employment with the Releasees and/or the cessation of that employment. In the event that a subsequent Application is filed under s. 34 of the *Human Rights Code* in respect of my employment with the Releasees and/or the cessation of that employment, this settlement shall apply to that Application and shall be treated as a settlement for the purpose of s.45.9 of the *Human Rights Code*.

3. Further agree that:

- a. I will not do anything to the detriment of the Releasees interests which includes making critical statements about the Releasees or its employees.
- b. I shall not disclose the facts of this settlement or agreement or the terms thereof to any third party, except my immediate family members, solicitor, my financial advisor, or except as required by law, without the consent of the Releasees;
- c. I have been afforded the opportunity to obtain legal advice with respect to the attached letter and with respect to this Full and Final Release, its meaning and execution; and,
- d. the settlement is not an admission whatsoever of liability on the part of the said Releasees.

Signed in Agreement at _____, this ___ day of _____, 2023

Anirudh Goel

Date

For the Hospital

Date