

Agreement made as of July 1, 2024

Between

The Timmins and District Hospital Corporation

(“TADH” or the “Hospital”)

- and -

Dr. Douglas Arnold MD, CCFP, FCFP, ACBOM, MRO

(the “Physician”)

WHEREAS on July 1, 2021, the TADH Board of Directors (the “**Board**”) appointed the Physician as Chief of Staff/ Vice President of Medicine for a two- year term;

WHEREAS on June 11, 2023, the TADH Board of Directors (the “Board”) reappointed the Physician as Chief of Staff / Vice President of Medicine for a one-year term;

AND WHEREAS the Board recognizes the physician’s contributions of more than 30 years of medical experience and leadership as a Family Physician practicing in Timmins. Currently, his practice exclusively focuses on Occupational Medicine where he consults for numerous companies across Northeastern Ontario.

AND WHEREAS the Board recognizes over the past three years, in his first term the physician was a very active member of the Resource Planning and Utilization Committee, the Board Quality and Safety Committee, and the Executive Committee. The physician was instrumental in supporting the hospital’s ability to provide exemplary care to our patients during the COVID-19 pandemic;

AND WHEREAS the Board recognizes the Physician’s contributions to the Hospital, excellence in carrying out the responsibilities of the Chief of Staff/Vice President of Medicine as set out in the TADH Medical/Professional Staff By-Law, as amended from time to time (the “**By-Law**”), exceptional leadership within the Hospital and significant contributions to enhancing the experience of the Hospital’s medical staff and the quality of care the Hospital provides

AND WHEREAS on June 12, 2024 the Board reappointed the Physician as Chief of Staff /Vice President of Medicine for a further four-year term from July 1, 2024 to June 30, 2028 (the “**Term**”);

AND WHEREAS the Hospital and the Physician desire to enter into this Agreement to provide for the rights, duties and obligations of the Physician providing services to TADH in the position of Chief of Staff/Vice President of Medicine, and those of TADH during the Term;

IN CONSIDERATION of the mutual covenants and agreements hereafter set out in this Agreement, the Hospital and the Physician (together, the “**Parties**”) have agreed as follows:

1. Appointment and Privileges

- (a) The Physician’s reappointment as Chief of Staff/Vice President of Medicine has been renewed commencing on July 1, 2024 and continuing until June 30, 2028
- (b) The appointment of Physician as Chief of Staff/Vice President of Medicine shall not be considered as part of the annual appointment process and granting of TADH privileges by the Board.
- (c) As a condition precedent to this Agreement, the Physician must hold appropriate privileges at the Hospital in accordance with Credentialing Policy, the Hospital’s by-laws, the *Public Hospitals Act* (Ontario) and the regulations made thereunder (the “**PHA**”) for the duration of this Agreement.
- (d) If this Agreement is terminated for any reason, the hospital privileges granted by the Hospital to the Physician will be continued, subject to the process of reappointment, termination, suspension, modification, restriction or withdrawal as provided under the Credentialing Policy, the By-laws, the PHA, however all of the Hospital’s obligations hereunder will terminate.

2. Renewal Term This Agreement may be renewed or renegotiated for a further three-year term, with the mutual agreement of the parties. Either party shall give six (6) months written notice of the non-intent to seek renewal of this Agreement.

3. Duties

For the purposes of this Agreement, “Duties” means those duties and responsibilities of the Chief of Staff/Vice President of Medicine as set out from time to time in the By-Law, TADH policies, the *PHA* and such other duties as the Board may from time to time direct, all of which may be amended by the Board from time to time.

4. **Goals and Objectives**

- (a) The Physician in consultation with the Chief Executive Officer and the Board shall establish in writing mutually agreed goals and objectives (“**Goals and Objectives**”) for the Physician.
- (b) The Goals and Objectives may, by mutual agreement, be amended annually and shall be attached as a schedule to this Agreement. The Goals and Objectives shall be agreed by the parties on or before July 1, 2024.

5. **Commitment**

- (a) The Parties acknowledge that role of Chief of Staff/Vice President of Medicine requires approximately 2.5 days/week and may vary week to week due to priorities and nature of the work.
- (b) The Physician acknowledges that the role of Chief of Staff/Vice President of Medicine position will include the carrying out of duties in the evenings and weekends, as may be required from time to time, in addition to regular business hours.
- (c) The Hospital recognizes that the Physician provides occupational medicine services and consulting through the Douglas Arnold Medicine Professional Corporation, Occupational Medicine.
- (d) The Parties also acknowledge and agree that it is in the best interest of TADH to have a Chief of Staff/Vice President of Medicine with an active clinical practice. Accordingly, the parties agree that the Physician shall maintain a clinical practice at TADH
- (e) It is agreed that reasonable measures will be taken by Hospital to accommodate the Physician’s clinical practice and/or related activities.
- (f) The Parties acknowledges the importance of succession planning for medical leadership generally and the role of Chief of Staff/Vice President of Medicine in particular. The Physician will provide a written succession plan to the CEO and the Board;

6. **Evaluation**

- (a) The Board Chair and CEO will conduct an annual performance review with the Physician to discuss strengths, areas for growth and establish the goals and priorities for the next year. The progress and/or attainment of the Goals and

Objectives shall be used by the Board to evaluate the performance of the Physician.

- (b) The evaluation process shall include a 360 performance review with feedback from the Hospital's senior leadership team, physician leaders and the Board.
- (c) The review process is also intended to seek input from the Physician in areas where investments or actions from the Hospital or administration will enhance positive outcomes.

7. Stipend and Benefits

- (a) The Physician shall be entitled to an administrative stipend of one hundred and fifty five thousand dollars (\$155,000.00) per annum (the "**Administrative Stipend**"). The Administrative Stipend shall be payable by Hospital to Dr. Doug Arnold Medical Professional Corporation, in the aggregate amounts monthly, as may be directed from time to time in writing by the Physician.
- (b) The Hospital shall provide the opportunity, on a cost-sharing basis, to participate in benefit programs available to this position (but excludes group life, disability and pension).
- (c) The parties agree that the Administrative Stipend and any other remuneration or reimbursement paid by TADH to the Physician does not compensate the Physician for the services provided by him as a member of the Board of Hospital, which is a volunteer role.
- (d) The Hospital has engaged an external review of Executive compensation. The Administrative Stipend and other benefits provided hereunder will be subject to any Board approved amendments resulting from the findings of the external review.
- (e) The Stipend and other benefits provided hereunder will be reviewed for an appropriate increase one year from the commencement date of this Agreement and each year thereafter based on the Physician's progress towards and/or attainment of the Goals and Objectives.

8. Expenses

TADH shall provide the following supports to the Physician as Chief of Staff/Vice President of Medicine:

- (a) The Physician will be reimbursed for approved expenses including support for travel and accommodation for any meetings that occur for Chiefs of Staff in

Ontario. (i.e. College of Physicians Surgeons of Ontario, OHA, Northeast Chiefs of Staff meetings, etc.) or other business expenses;

- (b) a furnished and equipped office(s), suitable for administrative and clinical use;
- (c) administrative support;
- (d) an executive assistant for support of the role of Chief of Staff/;
- (e) appropriate operating budget (generally consistent with that disclosed to the Physician prior to signing) for the role of Chief of Staff/Vice President of Medicine, including staffing, consulting services, office expenses, transitional expenses and other related items;
- (f) appropriate information technology including laptop computer, mobile phone, Internet/e-mail services, pager and paging services, cell phone;
- (g) reimbursement for professional memberships and licenses to include OMA/CMA, CCHSE, CPSO, CFPC but not include CMPA.
- (h) an allowance for professional development to attend physician leadership conferences (i.e. Canadian Society of Physician Leaders www.physicianleaders.ca) and physician leadership courses (i.e. Vanderbilt, Harvard, or U of T. etc.) to be approved in advance by the TADH Board Chair.

9. Vacation and CME

(a) Vacation

The Physician shall be entitled to 17.5 days of vacation (7 weeks x 2.5 days) in each year, to be taken at times mutually agreed upon between the Physician and the Chair of the Board. The Physician shall not be entitled to carry forward any unused vacation from one calendar year to the next without Board Chair's approval. The vacation time shall be pro rated for any partial years.

The Physician will arrange for appropriate coverage of Chief of Staff/Vice President of Medicine duties in his absence.

(b) Professional Development/Continuing Medical Education

The Physician will be permitted to be absent from TADH during working days to attend professional development meetings and conferences and to attend to such outside professional duties in relation to the Chief of Staff/Vice President of Medicine position as have been mutually agreed upon between them and the

Hospital. TADH will pay tuition, registration and/or other expenses and provide time off for any such administrative/medical activities/courses/sessions deemed relevant to the performance of these duties. During such absences, the Physician is required to advise Hospital of an Acting Chief of Staff/Vice President of Medicine.

10. Independent Contractor

- (a) The Parties acknowledge and agree that the Physician:
- (i) is an independent contractor;
 - (ii) is not an employee of the Hospital;
 - (iii) is not entitled to any of the benefits or other privileges provided by the Hospital to its employees or required under any legislation;
 - (iv) is solely responsible for making all necessary remittances in respect of taxes and other statutory obligations. TADH will not make any deductions from payments made to the Physician under this Agreement for any governmental remittances;
 - (v) is solely responsible for any and all expenses incurred directly or indirectly in the performance of services under this Agreement;
 - (vi) the Physician agrees to indemnify and save harmless TADH from
 - (A) any and all claims, charges, taxes, levies, fines, fees or penalties which may be made by any federal or provincial tax authority requiring TADH to pay income tax, sales tax, or any other tax (collectively, “**Claims**”) for which the Physician was liable to pay regarding any fees or payments received by the Physician from TADH for any services rendered hereunder;
 - (B) any and all Claims or demands made by or on behalf of any governmental authority in respect of any failure of TADH to withhold and/or remit any amounts on the Physician’s behalf;
 - (C) any and all Claims assessed against TADH under the *Employment Insurance Act*, the *Canada Pension Act*, the *Workplace Safety and Insurance Act* or any other successor statutes or regulations, for which the Physician is liable;

- (vii) will cooperate with the Hospital in the event that any Claims are made against the Hospital relating to the Physician's governmental obligations and deductions, including providing proof of such remittances to the applicable governmental authorities at the request of the Hospital;
 - (viii) the Physician acknowledges that TADH shall be under no obligation, responsibility, risk, or liability whatsoever to provide the Physician with any disability, liability or other types of insurance coverage, and further acknowledges that TADH is not required to pay or reimburse the Physician for any fees, licenses, accreditations, designations, professional memberships or malpractice insurance to or for the Physician; and
- (b) the Physician will be entitled to engage in consultation and private practice (and to retain any related income) outside of their duties at the Hospital, provided that engaging in such activities does not interfere with or adversely affect the Physician's ability to perform their obligations under this Agreement.

11. **Confidentiality**

The Physician agrees that they shall not disclose at any time during this Agreement, or subsequent to the termination of this Agreement, for any reason, the private affairs of TADH, the terms of this Agreement, or any memoranda, notes, computer programs, data, personal health information, trade secret reports, lists and other documents and all copies relating to the business of TADH ("**Confidential Information**"), except as is required by law or in order to obtain legal or financial advice; and/or in connection with the performance of the Physician's duties and obligations as set out herein and that it shall not use for its own purposes or for any purposes other than those of TADH any Confidential Information or information it may acquire with respect to the affairs of TADH. The Physician shall at any time when requested by TADH (either during or after the term of this Agreement or upon termination of this Agreement) promptly deliver to TADH all Confidential Information and all copies thereof relating to the business of TADH and all property of TADH which it may then possess or have under its control. The Physician will not participate, either directly or indirectly, in any transaction for its personal benefit that uses Confidential Information.

The provisions in this Section 11 apply to Confidential Information only and do not apply to personal health information which is governed by the *Personal Health Information Protection Act*, as amended from time to time, the TADH Access to and Release of Personal Health Information Policy, and other applicable TADH policies, as amended from time to time.

12. Representations and Warranties

The Physician hereby represents, warrants and acknowledges that Hospital is relying on such representations, warranties and acknowledgements in entering into this Agreement:

- (a) the Physician has independently obtained appropriate life and disability insurance;
- (b) the Physician has read the By-Law, the Credentialing Policy, and other applicable TADH rules and policies;

13. Termination

- (a) The Hospital will be entitled to terminate this Agreement immediately, without prior notice or penalty, if an Event of Default occurs. For the purposes of this Section, “**Event of Default**” will include, without limitation:
 - (i) a breach by the Physician of a material provision of this Agreement;
 - (ii) the conditioning, suspension or revocation of the Physician’s certificate of registration; or
 - (iii) the suspension of the Physician’s TADH privileges, or in the event that the Physician is not reappointed to the TADH Professional Staff.
- (b) This Agreement shall automatically terminate in the event of the revocation of the Physician’s TADH privileges.
- (c) This Agreement may be terminated by the Physician or by the Hospital for any reason upon the provision of ninety (90) days’ written notice of such termination.
- (d) In the event of termination of this Agreement, TADH shall have no further obligation to the Physician except for accrued fees and expenses to the date of termination of the Agreement. Upon payment of such fees and expenses, the Physician shall waive any rights they have under the By-law or the *PHA* in respect of the Physician’s hospital privileges that are set out in this Agreement.
- (e) The termination or expiration of this Agreement will not, in and of itself, affect the Physician’s Hospital privileges, which privileges are subject to the process of renewal, modification, withdrawal or termination as provided under the By-law, TADH policies and the *PHA*.
- (f) In the event the Hospital terminates this Agreement, the Physician shall have a positive obligation to mitigate any amounts payable by Hospital during the

remaining term of the Agreement by taking all reasonable steps to find alternate sources of income.

14. Notice

Any notice required or contemplated under the terms of this Agreement shall be in writing and may be delivered personally or sent by prepaid registered mail post in Canada addressed as follows:

Attention: Kathleen Fyfe
President & CEO
Timmins and District Hospital
700 Ross Ave E, Timmins, ON P4N 8P2
kfyfe@tadh.com

and to the Physician at:

Attention: Dr. Doug Arnold
201-119 Pine St. South, Timmins, ON P4N 2K3
doug.arnold@dampc.ca

Any notice delivered personally shall be deemed received on the date of delivery and a notice mailed shall be deemed received three (3) days after mailing.

15. Miscellaneous

(a) This Agreement will not be assigned or transferred by either party without prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that TADH may assign this Agreement without requiring prior consent to an affiliate or a successor to substantially all of TADH's relevant assets or business, or to its successor as a result of any arrangement, amalgamation, or any similar reorganization transaction, provided that this Agreement continues in full force and effect as if the Agreement was made with such affiliate or any such successor.

(b) This Agreement is not intended to nor does it limit or restrict any of the rights or obligations TADH or its Board may have pursuant to the PHA, the By-law or the TADH Medical Staff Rules and Regulations, or under any other applicable TADH policies.

(c) This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.

(d) 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. Each party hereto irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

(e) If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this Agreement shall remain in effect.

(f) The obligations of the parties herein shall survive the termination of this Agreement to the extent required for the enforcement thereof.

(g) This Agreement and the attached Schedules constitute the entire agreement between the parties with respect to the subject matter herein and supersede any prior written or oral agreement between the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

(h) The waiver, express or implied, by any party of any of its rights arising under this Agreement, shall not constitute or be deemed a waiver of any other right hereunder, whether of a similar or dissimilar nature.

(i) Headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision thereof.

(j) The Physician confirms that prior to the execution of this Agreement, they have had a full and complete opportunity to obtain independent legal advice and representation and that they have either done so or has declined to do so. In the event that the Physician declines to obtain independent legal advice prior to the execution of this Agreement, the Physician hereby covenants 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.

(k) This Agreement may be executed by the parties electronically and in any number of identical counter parts, each of which shall be deemed an original, and all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first written above.



Witness: Bailey Skeavington

Date 2024-10-24

By: 

Dr. Douglas Arnold MD, CCFP, FCFP,
ACBOM, MRO.

TIMMINS AND DISTRICT HOSPITAL

We have the authority to bind the corporation



Witness: Bailey Skeavington

Date 2024-10-24

By: 

Kathleen A. Fyfe (Oct 23, 2024 2:32 EDT)

Kathleen A. Fyfe
President and Chief Executive Officer

TIMMINS AND DISTRICT HOSPITAL

We have the authority to bind the corporation



Witness: Bailey Skeavington

Date 2024-10-24

By: 

Kraymr Grenke
Board Chair