

THIS AGREEMENT is made effective the 6th day of December, 2021 (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")

- and -

**ANIRUDH GOEL**

("Dr. Goel")

**RECITALS**

**WHEREAS** 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** BCHS and Dr. Goel wish to enter into this Agreement to document the foregoing and to set out their respective rights and obligations;

**AND WHEREAS** the Board wishes to retain Dr. Goel pursuant to the terms of this Agreement to perform the duties of the office of Chief of Staff and the Chair of the Medical Advisory Committee as of the Effective Date which office, as contemplated in the *Public Hospitals Act* (Ontario) ("*Public Hospitals Act*") and the By-Law, is accountable to and reports to the Board;

**AND WHEREAS** the CEO also wishes to retain Dr. Goel pursuant to the terms of this Agreement to perform the duties of the office of Vice President Medical Affairs, which office is accountable to and reports to 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 wishes to assist BCHS in meeting its obligations under the Legislation and 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** the parties wish to set out in this Agreement the terms and conditions of the appointment that will govern the continuing relationship between BCHS and Dr. Goel from the Effective Date until the termination or expiration of this Agreement;

**FOR VALUE RECEIVED**, the parties agree 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 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 Schedule "A", 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**

All section and paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.

**ARTICLE 2:**  
**APPOINTMENT AND DUTIES**

**2.1 CHIEF OF STAFF**

BCHS hereby confirms the Board's appointment of Dr. Goel as Chief of Staff at BCHS and hereby agrees to cause Dr. Goel 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.

In its capacity as Chief of Staff, through 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 AFFAIRS**

BCHS hereby confirms the CEO's appointment of Dr. Goel as the Vice President Medical Affairs, and hereby agrees to cause Dr. Goel to perform the duties of the Vice President Medical 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.

As Vice President Medical 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 Affairs, Dr. Goel shall be accountable to and report to the CEO.

**ARTICLE 3:**  
**CLINICAL AND OTHER COMMITMENTS**

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.

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 its/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 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.

#### **4.2 Term of Employment**

Dr Goel's appointment shall be for a five (5) year term commencing as of the Effective Date, subject to annual confirmation by the CEO Executive Officer and Board, which shall expire on December 6, 2026 (the "Term").

Unless terminated earlier by either party as provided herein, this Agreement will renew automatically for an additional three-year term, unless either party gives the other at least one hundred and eighty (180) days' written notice of intention not to renew prior to the end of the then current term.

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 Wage Restraint Legislation**

The parties agree that Article 5 is subject to any applicable wage restraint legislation.

#### **5.2 Annual Base Salary**

The Hospital agrees to pay Dr. Goel an annual base salary of three hundred thousand dollars (\$300,000) for a full time 1 FTE commitment subject to the usual deduction and payable in arrears on a bi-weekly basis.

### **5.3 Annual Base Salary Increases**

The salary of the Chief of Staff and Vice President of Medical 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 wage restraint legislation or related government guidelines.

### **5.4 Business Expenses and Reimbursement**

The Hospital shall reimburse the Chief of Staff and Vice President of Medical Affairs 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.

### **5.5 Benefits**

The Hospital agrees to pay for, and provide to the Chief of Staff and Vice President of Medical Affairs, 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 the Chief of Staff and Vice President of Medical Affairs, 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 the Chief of Staff and Vice President of Medical Affairs ongoing development and education as approved from time to time by the CEO and Chair of the Board. The Chief of Staff and Vice President of Medical Affairs, 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 the Chief of Staff and Vice President of Medical Affairs, with an annual Healthcare Spending Account of three thousand five hundred dollars (\$3,500).
- (f) The Hospital shall provide the Chief of Staff and Vice President of Medical Affairs with a corporate portable computer, a home printer, and a cellular phone (and related data access and service plans).

**5.6 Vacation**

The Chief of Staff and Vice President of Medical Affairs, shall be entitled to five (5) weeks vacation consistent with the Hospital policy in each service year during the term of this Agreement. The Chief of Staff and Vice President of Medical Affairs shall take vacation at a time or times mutually agreeable to the CEO and the Chair of the Board. 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 the Dr. Goel’s performance as Chief of Staff and to make recommendations to the Board.

**6.2 Performance Evaluation – Vice President Medical Affairs**

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

**ARTICLE 7:**

**TERMINATION OF EMPLOYMENT**

**7.1 Resignation**

The Chief of Staff and Vice President of Medical Affairs may resign from his position 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 the Chief of Staff and Vice President of Medical Affairs will be paid 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 written communication, without payment of any compensation, either by way of anticipated compensation or damages of any kind except for any compensation or other amount accrued or earned to date of termination. "Cause", for the purpose of this Agreement, shall be as established by the laws of the Province of Ontario and at common law.

## **7.3 Termination without Cause by the Hospital**

In the absent of cause, this Agreement may be terminated by the Hospital, in its absolute discretion, for any reason and at any time by giving the Chief of Staff and Vice President of Medical Affairs 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 in total (the "Notice Period") or on paying to the Chief of Staff and Vice President of Medical Affairs the equivalent lump sum payment ("Severance Payment") in lieu of such notice, or combination of notice and payment in lieu. During the Notice Period, the Chief of Staff and Vice President of Medical Affairs shall have a positive obligation to mitigate the amounts payable by the Hospital under this Section by taking all reasonable steps to find reasonable employment (including consulting and contract work).

- a) **Benefits.** Subject to the terms and conditions of the applicable plan policies, the Hospital shall continue the Chief of Staff and Vice President of Medical Affairs extended health care, semi-private, travel and dental benefit coverage during the Notice Period. The Chief of Staff and Vice President of Medical Affairs short term disability and long-term disability coverage will end in accordance with the notice period required in the Employment Standards Act (Ontario) ("ESA")
- b) **Pension.** The Chief of Staff and Vice President of Medical Affairs will continue to be eligible to participate in HOOPP during the Notice Period.
- c) **Vacation Pay.** The Chief of Staff and Vice President of Medical Affairs 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.
- d) **Health Spending Account.** Eligibility for the Health Spending Accounting will be terminated as of the separation date.
- e) **Outplacement Counselling.** If the termination of employment is pursuant to this Section 7.3, the Hospital will provide career outplacement counseling.
- (f) The Chief of Staff and Vice President of Medical Affairs agrees to accept the payments as set out in Section 8.3(a) 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 the Chief of Staff and Vice President of Medical Affairs under any applicable statute including the ESA and any rights that the Chief of Staff and Vice President of Medical

Affairs may have at common law, and the Chief of Staff and Vice President of Medical Affairs waives any claim to any other or future payment or benefits from the Hospital. For greater certainty, in the event the Chief of Staff and Vice President of Medical Affairs is paid a Severance Payment, all benefits including HOOPP shall end on the date of the receipt of the Severance Payment.

- (g) The payments that exceed the payments required under the ESA are conditional upon the Chief of Staff and Vice President of Medical Affairs signing a full and final release reflecting the content of this Section 7.3. In the event the minimum statutory 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.

#### **7.4     Return of Hospital Property**

Upon termination of this Agreement for any reason, the Chief of Staff and Vice President of Medical Affairs 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**

The Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs compensation.

#### **7.6     Death**

This Agreement shall end without notice upon the death of the Chief of Staff and Vice President of Medical Affairs. In the event of death, any outstanding salary, performance payments and eligible expenses and allowances will be paid out to the Estate of the Chief of Staff and Vice President of Medical Affairs.



**7.7 Disability**

This Agreement shall terminate in the event that the Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs for notice or severance, other than amounts and entitlements owing for notice or severance under the ESA, if applicable.

**7.8 Confidentiality**

The parties agree that, if at any time in the future a dispute arises in relation to the termination of the Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs, disclosure to the Chief of Staff and Vice President of Medical Affairs 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:

Dr. Goel was acting honestly and in good faith with a view to the best interests of BCHS;

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:

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

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 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 the Chief of Staff and Vice President of Medical Affairs, 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**

The Chief of Staff and Vice President of Medical Affairs may not assign, pledge or encumber the Chief of Staff and Vice President of Medical Affairs interest in this Agreement nor assign any of the rights or duties of the Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs.

#### **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. 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 be submitted to and shall be subjected to arbitration pursuant to the provisions of the Arbitration Act, 1991 (Ontario).
- (c) 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 the CEO, 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.
- (d) 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.

- (e) 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 Chief of Staff and Vice President of Medical Affairs 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 the Chief of Staff and Vice President of Medical Affairs shall be paid as to one hundred percent (100%) by the Chief of Staff and Vice President of Medical Affairs.

#### **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.

#### **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:

ensuring that Dr. Goel is properly remunerated for its/his services to BCHS which may include disclosure to third party payroll providers;

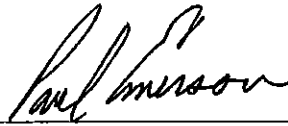
performance and promotion;

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

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.

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

**BRANT COMMUNITY HEALTHCARE  
SYSTEM**



Paul Emerson  
BCHS Board Chair



David McNeil  
President and Chief Executive Officer

We/I have read, understand and accept the terms and conditions of this Agreement.


**ANIRUDH GOEL**



Name: ANIRUDH GOEL

Title: CHIEF / MED. DIR. HOSPITAL  
MED,  
BCHS

SIGNED, SEALED & DELIVERED  
In the presence of:

  
Witness

  
ANIRUDH GOEL

## **Schedule "A"**

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

### **CHIEF OF STAFF AND VICE PRESIDENT MEDICAL 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 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;

#### **People**

27. Promote a culture of respectful shared decision-making with physician leaders and other colleagues;
28. Lead the Physician Wellness Strategy in collaboration with the Human Resources Team;

29. Provide leadership in the implementation of the organization's management system and cultural improvement practices (REACH);
30. Ensure the completion of annual performance reviews of Departmental Chief/Medical Directors;

#### **Sustainability**

31. 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;
32. Apply evidence and management processes to ensure cost-appropriate care;
33. Ensure compliance with administrative requirements as detailed in accountability agreements and legislation and regulation;
34. Assists with identification and prioritization of capital expenditure requests;

#### **Equity**

35. 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;
36. Support the implementation of education, policies and practices to improve the culturally safety of care for Indigenous patients and families;
37. 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