



THIS AGREEMENT made in two copies this 10th day of January, 2019.

BETWEEN:

QUEENSWAY CARLETON HOSPITAL, of the first part, hereinafter called the HOSPITAL

AND:

RAJIV PRIHAR, of the second part, hereinafter called the EMPLOYEE.

THIS AGREEMENT WITNESSETH that the parties hereto mutually agree each with the other that the party of the second part shall be and is hereafter employed by the Hospital as the Vice President, Medical Affairs upon the following terms, conditions, and considerations:

1. This agreement shall continue from March 1, 2019 to the end of a three-year term of office.
2. The parties understand and agree that this agreement may be terminated by the Hospital for cause. If the Employee's appointment to the position of Vice President, Medical Affairs is terminated by the Hospital for cause, the Employee will not be entitled to notice of termination, pay in lieu of notice or any benefits other than those prescribed by law.
3. The Hospital may terminate this agreement without cause at any time upon providing four (4) months' notice of termination in writing, or payment in lieu thereof, or some combination of working notice and payment in lieu of notice.
4. If the Employee wishes to resign from the position of Vice President, Medical Affairs, the Employee agrees to provide the Hospital with four (4) months' written notice of resignation.
5. The Employee shall at all times be a duly qualified medical practitioner in good standing, licensed to practice in the Province of Ontario and a member of the Canadian Medical Protective Association or equivalent.
6. The Employee shall report to the President and Chief Executive Officer, and shall carry out the duties and responsibilities of the Vice President, Medical Affairs as outlined in the job description and Accountability Agreement for the Vice President, Medical Affairs, and as a member of the Senior Management Team.
7. The Employee agrees to devote three (3) days per week of his time and attention to the performance of his duties and faithfully, competently and diligently perform those duties and responsibilities. The Employee agrees to not accept additional duties or responsibilities outside of the Hospital without prior approval from the President and Chief Executive Officer.

8. The determination of whether the Employee is providing adequate service shall be made by the President and Chief Executive Officer.
9. The Employee shall be remunerated at an annualized stipend of \$186,887.40 per year to be paid bi-weekly by direct deposit. The Hospital shall annually review the Employee's annual stipend, taking into account the Hospital's compensation framework, and all governing regulations and Government directives. Any increase will not be effective unless it is in writing and signed by the President and Chief Executive Officer.
10. The Employee is entitled to fifteen (15) days of vacation per year in the first year and in each subsequent year of the contract. Vacation time may not be carried over into subsequent years but must be taken in the year in which it is earned, unless otherwise agreed to by the President and Chief Executive Officer. It is understood that the annual stipend includes an amount of vacation pay and, accordingly, the vacation provided for in this paragraph shall be without loss of pay or reduction of stipend.
11. The Employee will also receive payment in lieu of benefits in the amount of 6% of the annual stipend, to be paid bi-weekly by direct deposit. The Employee is eligible to participate in the Hospital's pension plan (Healthcare of Ontario Pension Plan).
12. The Employee shall be at liberty to attend 30 hours of continuing education in each year provided that, in the opinion of the President and Chief Executive Officer, such continuing education programs shall relate directly to the responsibilities of the Employee under this agreement. Remuneration of the Employee shall continue as set out herein during the period of absence in attending continuing education programs. Reasonable travel, food, and other expenses incurred for such programs shall be paid to the Employee forthwith by the hospital upon his filing of supporting expense reports and receipts, in compliance with Queensway Carleton Hospital policies.
13. The Hospital will provide the Employee with administrative support in order to ensure the functioning of the Medical Affairs Office.
14. The Employee agrees that all email correspondences and electronic meeting requests related to Hospital business will be administered through a Hospital email address, and be supported by the Hospital administrative support assigned to the Vice President, Medical Affairs.
15. The Hospital will provide the Employee with access to a Hospital phone, computer/laptop and office space for services provided as the Vice President, Medical Affairs. The Hospital will also accommodate space for two (2) half-day clinics per week.
16. Reimbursement for expenses reasonably and properly incurred by the Employee on behalf of or for the benefit of the Hospital in accordance with this contract and Hospital policy shall be paid by the Hospital, upon presentation of receipts to the President and Chief Executive Officer.
17. The Employee agrees that he will not engage in or become connected, in any capacity, with the promotion, undertaking or carrying on of any other business, undertaking or activity which is or may be against the interest of the Hospital, during the term of this contract, without the prior written consent of the President and Chief Executive Officer. The Employee agrees that he will conduct himself at all times in a manner which will reflect well on his position and on the reputation of the Hospital in the community.
18. The Employee agrees that he will not hold an administrative leadership position at another Hospital during the period of this agreement.

19. Notwithstanding privilege responsibilities for coverage in the Orthopaedic Surgery Department as a member of the Active Medical staff, the Employee may, in collaboration with the Chief of the Orthopaedic Surgery Department, arrange a call schedule which reflects the additional burden of the Vice President, Medical Affairs duties. This may result in a reduction in call duties during the term as Vice President, Medical Affairs.
20. The Employee shall not at any time, including after the termination of this Agreement, disclose information about the business of the Hospital acquired by the Employee if that disclosure is for his own benefit or for the detriment or intended detriment of the Hospital.

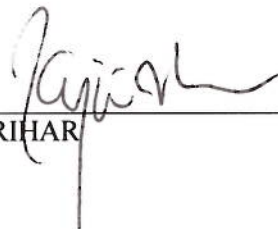
IN WITNESS WHEREOF the parties have hereunto executed this Agreement.

SIGNED, SEALED, AND DELIVERED

In the presence of:



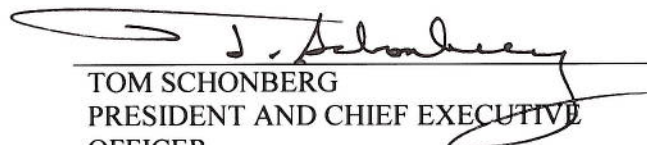
WITNESS



RAJIV PRIHAR



WITNESS



TOM SCHONBERG
PRESIDENT AND CHIEF EXECUTIVE
OFFICER
QUEENSWAY CARLETON HOSPITAL

