

THIS AGREEMENT made in two copies this 7th day of December, 2018.

BETWEEN:

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

AND:

SANJAY ACHARYA, of the second part, hereinafter called the CHIEF OF MEDICAL STAFF.

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 engaged by the Hospital as the Chief of Medical Staff upon the following terms, conditions, and considerations:

1. This agreement shall continue from February 4, 2019 to the end of the three-year term of office, subject to annual re-appointment by the Queensway Carleton Hospital Board of Directors.
2. The parties understand and agree that this agreement may be terminated by the Hospital for cause. If Dr. Acharya's appointment to the position of Chief of Medical Staff is terminated by the Hospital for cause, Dr. Acharya 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 Dr. Acharya wishes to resign from the position of Chief of Medical Staff, Dr. Acharya agrees to provide the Hospital with four (4) months' written notice of resignation.
5. The Chief of Medical Staff 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 Chief of Medical Staff shall be responsible to the Board of Directors of the Hospital and President and Chief Executive Officer, and shall carry out the duties and responsibilities of the Chief of Medical Staff as outlined in the by-laws of the Hospital, Accountability Agreement for the Chief of Medical Staff, and as a member of the Senior Management Team.
7. Dr. Acharya agrees to devote two (2) days per week of his time and attention to the performance of his duties and faithfully, competently and diligently perform those duties and responsibilities. Dr. Acharya agrees to not accept additional duties or responsibilities outside of the Hospital without prior approval from the Chair of the Queensway Carleton Hospital Board of Directors.

8. The determination of whether the Chief of Medical Staff is providing adequate service shall be made by the Board of Directors of the Hospital in consultation with the President and Chief Executive Officer, and the Medical Advisory Committee.
9. The Chief of Medical Staff shall be remunerated at a stipend of \$124,591.60 per year to be paid bi-weekly by direct deposit. The Hospital shall annually review the Chief of Medical Staff'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 Chair of the Queensway Carleton Hospital Board of Directors.
10. The Chief of Medical Staff will also receive payment in lieu of benefits and vacation in the combined amount of 20% of the annual stipend, to be paid bi-weekly by direct deposit.
11. Dr. Acharya 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 Dr. Acharya under this agreement. Remuneration of Dr. Acharya 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 Dr. Acharya forthwith by the hospital upon his filing of supporting expense reports and receipts, in compliance with Queensway Carleton Hospital policies.
12. The Hospital will provide the Chief of Medical Staff with administrative support in order to ensure the functioning of the Medical Affairs Office.
13. Dr. Acharya 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 Chief of Medical Staff.
14. The Hospital will provide the Chief of Medical Staff with access to a Hospital phone, computer/laptop and office space.
15. Reimbursement for expenses reasonably and properly incurred by the Chief of Medical Staff 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.
16. Dr. Acharya 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 Chair of the Queensway Carleton Hospital Board of Directors. Dr. Acharya 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.
17. Dr. Acharya agrees that he will not hold an administrative leadership position at another Hospital during the period of this agreement.
18. Notwithstanding privilege responsibilities for coverage in the Anesthesia Department as a member of the Active Medical staff, the Chief of Medical Staff may, in collaboration with the Chief of the Anesthesia Department, arrange a call schedule which reflects the additional burden of the Chief of Medical Staff duties. This may result in a reduction in call duties during the term as Chief of Medical Staff.

19. The Chief of Medical Staff shall not at any time, including after the termination of this Agreement, disclose information about the business of the Hospital acquired by the Chief of Medical Staff if that disclosure is for his own benefit or for the detriment or intended detriment of the Hospital.

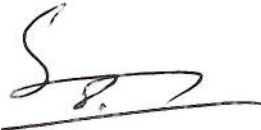
IN WITNESS WHEREOF the parties have hereunto executed this Agreement.

SIGNED, SEALED, AND DELIVERED


In the presence of:



WITNESS



SANJAY ACHARYA
CHIEF OF MEDICAL STAFF



WITNESS



TOM SCHONBERG
PRESIDENT AND CHIEF EXECUTIVE
OFFICER
QUEENSWAY CARLETON HOSPITAL

