

THIS AGREEMENT is made effective the 22nd day of July, 2019 (the "Effective Date"),

BETWEEN:

WINDSOR REGIONAL HOSPITAL

a corporation without share capital duly
incorporated under the laws of the Province of Ontario having
its head office at the City of Windsor, in the said Province

(the "Hospital ")

- and -

DR. WASSIM SAAD

("Dr. Saad")

RECITALS

WHEREAS the Board is responsible for the governance and oversight of the management of Hospital'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 Hospital;

AND WHEREAS Hospital and Dr. Saad 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 appoint Dr. Saad 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 Hospital's Act* (Ontario) ("*Public The Hospital's Act*") and the By-Law, is accountable to and reports to the Board;

AND WHEREAS the Legislation creates a comprehensive framework which requires Hospital to establish, monitor, publish and improve upon Performance Metrics that respectively measure Hospital's performance;

AND WHEREAS Dr. Saad wishes to assist Hospital in meeting its obligations under the Legislation and including assisting Hospital in establishing, monitoring and improving upon the performance metrics that respectively measure Hospital'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 employment that will govern the continuing relationship between the Hospital and Dr. Saad 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 Hospital's By-Law. The following capitalized words shall have the following meanings:

- (a) "Administrative Responsibilities" means the responsibilities of the Chief of Staff set out in the By-Law and this Agreement;
- (b) "Board" means the Board of Directors of Windsor Regional Hospital;
- (c) "Clinical Services" means Dr. Saad's direct clinical activities and services related to his provision of patient care, diagnosis and treatment to Hospital's patients;
- (d) "College" means the College of Physicians and Surgeons of Ontario;
- (e) "ECFAA" means the *Excellent Care of All Act*, 2010 (Ontario); and
- (f) "Quality Improvement Plan" means the annual quality improvement plan developed by HOSPITAL in accordance with the requirements of *ECFAA*.

1.2 Entire Agreement

As of the Effective Date, this Agreement 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 CHIEF OF STAFF

2.1 Appointment and Duties

Hospital hereby confirms the Board's appointment of Dr. Saad as Chief of Staff at Hospital and Dr. Saad agrees to perform the duties of the Chief of Staff to the best of Dr. Saad's ability in compliance with the Legislation, and Hospital's By-Law, policies and rules, all as may be amended from time to time, and the terms and conditions of this Agreement.

2.2 Accountability

In his capacity as Chief of Staff, Dr. Saad shall be accountable to the Board and shall report to the Board in accordance with the framework set out in the *Public Hospital's Act*, and Hospital's By-Law, charters, policies and rules.

ARTICLE 3 DR. SAAD'S CLINICAL AND OTHER COMMITMENTS

- 3.1 The parties acknowledge and agree that Dr. Saad may engage in active clinical practice at Hospital and shall provide such Clinical Services to Hospital's patients as is expected in the ordinary course.
- 3.2 The parties acknowledge and agree that Dr. Saad is free to pursue other activities outside of Hospital provided that in any such case, Dr. Saad shall ensure that such responsibilities shall neither conflict with the obligations under this Agreement nor in any way prevent or limit Dr. Saad from performing his obligations hereunder.

ARTICLE 4 FTE COMMITMENT AND EXPECTATIONS

- 4.1 Unless otherwise mutually agreed, the parties agree that the aggregate Full-time equivalent (FTE) commitment is 0.6 a FTE which requires Dr. Saad to commit approximately 24 hours per week for his Chief of Staff responsibilities.

The above commitments are acknowledged by the parties to be estimates of the average working hours per week day, generally during weekdays, allowing for day-to-day variation as workload may demand, and allowing for emergent and urgent situations that can occur anytime.

- 4.2 Dr. Saad acknowledges that the Administrative Responsibilities, including without limitation, Dr. Saad's ex-officio responsibilities as a Board Director of Hospital, 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 STIPEND

5.1 Wage Restraint Legislation

The parties agree that Article 5 is subject to the Broader Public Sector Accountability Act, 2010 (Ontario) and will be subject to the Broader Public Sector Executive Compensation Act, 2014 (Ontario)

5.2 Compensation

Subject to the terms and conditions of this Agreement, Dr. Saad shall be entitled to compensation set out in Schedule "A".

ARTICLE 6 TERM

6.1 Term

- (a) Dr. Saad's appointment shall be for a five-year term commencing as of the Effective Date, subject to annual confirmation by the Chief Executive Officer and Board, which shall expire on June 30, 2024 (the "Term").
- (b) Unless terminated earlier by either party as provided herein, this Agreement will renew automatically for an additional five-year term, unless either party gives the

other at least ninety (90) days' written notice of intention not to renew prior to the end of the then current term.

ARTICLE 7 ANNUAL PERFORMANCE REVIEW

7.1 Annual Performance Evaluation– Chief of Staff

Dr. Saad's performance as Chief of Staff will be evaluated in accordance with the Hospital's policy governing the President and CEO and Chief Staff performance measurement and evaluation.

ARTICLE 8 VACATION

8.1 Vacation

Dr. Saad shall be entitled to five (5) weeks each year in addition to the Statutory holidays listed in Schedule B, to be taken at times mutually agreed upon between Dr. Saad and the CEO, however, he shall be responsible for identifying, with the Board Chair's and CEO's consent, an acting Chief of Staff to act in his absence.

ARTICLE 9 EXPENSES

9.1 Expenses

Hospital will provide or make available, at Hospital's expense the following:

- (a) office space, supplies and services suitable for Administrative Responsibilities;
- (b) secretarial and clerical support for Administrative Responsibilities;
- (c) appropriate information technology, including current laptop computer (as supported by Hospital's IT Department) and internet/e-mail services; and
- (d) reimbursement, in accordance with Hospital policy, cellular data and mobile plan, as well as mileage and other expenses incurred by Dr. Saad in the course of conducting business on behalf of Hospital requiring transportation by automobile outside of the Windsor/Essex region.

9.2 Membership Fees

Dr. Saad acknowledges and agrees that Hospital shall not be required to pay on his behalf any membership fees, conference costs and/or other fees in medical or other associations except as expressly agreed by Hospital.

ARTICLE 10 INSURANCE AND INDEMNITIES

10.1 Insurance

- (a) Hospital shall insure Dr. Saad under its general liability policy both during and after the term of his appointment, for all acts done by Dr. Saad in good faith and in the

execution of his Administrative Responsibilities, throughout the term of his appointment.

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

10.2 Hospital Indemnity

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

- (a) Dr. Saad was acting honestly and in good faith with a view to the best interests of Hospital;
- (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. Saad's Clinical Services or to any Claim Dr. Saad is required to indemnify Hospital pursuant to section 10.3.

10.3 Dr. Saad Indemnity

Dr. Saad agrees to jointly and severally indemnify and hold harmless Hospital, its officers, directors, employees and agents (the "Indemnified Party") with respect to any liability incurred by the Indemnified Party resulting from any amounts due for assessments, penalties, fines and/or interest made by Canada Revenue Agency, the Ontario Ministry of Finance or any other governmental agency against Hospital for any amounts of money Hospital should have withheld for source deductions (e.g. income tax, Canadian pension plan, employer's health tax, employment insurance, and workplace safety and insurance) for goods and services tax or harmonized sales tax.

ARTICLE 11 TERMINATION

- 11.1 (a) Dr. Saad may terminate his employment pursuant to this Agreement voluntarily at any time by giving not less than one hundred and twenty (120) days' notice in writing to the Hospital.
- (b) The Hospital may with written notice waive notice in whole or in part but shall be required to continue providing Dr. Saad both his salary and benefits for the full one hundred and twenty (120) days.
- (c) Dr. Saad agrees to accept the pay-in-lieu of notice set out in section 11.3 in full and final settlement of all amounts owing to him by the Hospital, including any payment in lieu of notice of termination, entitlement of Dr. Saad under any applicable statute and any rights that Dr. Saad may have at common law, and Dr. Saad waives any claim to any other payment or benefits from the Hospital.

11.2 This Agreement and Dr. Saad's employment with the Hospital may be terminated, without the Hospital being obligated to provide Dr. Saad with advance notice of termination or pay in lieu of such notice, whether under contract, statute, common law or otherwise if:

- (a) Dr. Saad retires; or
- (b) Dr. Saad is unable to perform substantially all of Dr. Saad's employment related duties for a period of more than either three (3) consecutive months, or six (6) months in the aggregate during any twelve (12) month period. Failure by the Hospital to strictly rely upon this provision in any given instance or instances, shall not in any way constitute a waiver of the Hospital's rights as stated herein; or
- (c) Dr. Saad's employment is terminated for Cause as that term is defined in section 11.5; or
- (d) Dr. Saad dies.

Dr. Saad or Dr. Saad's estate will not be entitled to receive any further compensation or benefits pursuant to the terms of this Agreement other than those which have accrued up to the date of Dr. Saad's death and those death benefits which may be payable in accordance with applicable insurance policies.

11.3 The Hospital may terminate the employment of Dr. Saad pursuant to this Agreement without cause at any time during the term of this Agreement by providing continuation of both salary and benefits for a period of four (4) months.

11.4 Dr. Saad agrees to accept the pay-in-lieu of notice as set out in section 11.3 above 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. Saad under any applicable statute and any rights that Dr. Saad may have at common law, and Dr. Saad waives any claim to any other payment or benefits from the Hospital.

11.5 As used in this Article 11, the term "cause" shall be deemed to mean:

- (a) Dr. Saad's breach of a material term of this Agreement; or
- (b) Any reason which would entitle the Hospital at law to terminate the services of Dr. Saad without either notice or pay in lieu of notice, including, without limitation, serious misconduct, habitual neglect of duty, incompetence, or conduct incompatible with his duties, or conduct prejudicial to the Hospital's business, or wilful disobedience to the Hospital's orders in a matter of substance; or
- (c) Any conduct by Dr. Saad which calls into question the Dr. Saad's integrity or the integrity of the Hospital or that tends to bring discredit to the Hospital, including but not limited to conduct involving dishonesty or conduct that calls into question the trustworthiness or moral character of Dr. Saad such as a criminal conviction; or

- (d) The theft by Dr. Saad of any funds or property of the Hospital; or
- (e) An attempt by Dr. Saad to obtain any personal advantage from any transaction in which Dr. Saad has an interest which is adverse to the interest of the Hospital, unless Dr. Saad shall have first obtained the consent of the Board of the Hospital in writing; or
- (f) Wilful neglect of the duties assigned to Dr. Saad pursuant to the provisions of this Agreement, including compliance with applicable legislation, including the *Public Hospitals Act* (Ontario) and the *Commitment to the Future of Medicare Act* (Ontario); or
- (g) If Dr. Saad becomes insolvent and unable to pay his debts in full, or files an assignment in bankruptcy or is adjudicated a bankrupt; or
- (h) The restriction, suspension, revocation or resignation of Dr. Saad's privileges at the Hospital;
- (i) A finding by the College that Dr. Saad has committed an act of professional misconduct;
- (j) The loss by Dr. Saad of his certificate of registration to practice medicine in the Province of Ontario or the imposition of terms, conditions or limitations being placed upon Dr. Saad's certificate of registration; or
- (k) The inability of the Service Provider or Dr. Saad to perform its services hereunder for a consecutive period of thirty (30) days

11.6 Hospital Property

Upon termination of this Agreement for any reason, Dr. Saad acknowledges that all items of any kind created or used by him pursuant to his office or furnished by Hospital to him including, but not limited to, any motor vehicles, equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, Confidential Information, or other materials shall remain and be considered the exclusive property of Hospital at all times, and shall be surrendered to Hospital, in good condition (subject to wear and tear), promptly without being requested to do so within fifteen (15) days of termination.

11.7 Notice

Dr. Saad agrees to accept the pay-in-lieu of notice as set out in section 11.3 in full and final settlement of all amounts owing to him by Hospital on termination, including any entitlement of Dr. Saad under any applicable statute and any rights that Dr. Saad may have at common law, and Dr. Saad waives any claim to any other payment or benefits from Hospital.

11.8 Benefits

Dr. Saad shall be entitled to participate in the benefit plans made available by the Hospital to its full-time senior administrative personnel. An outline of the current benefit plan is found at Schedule "B".

Dr. Saad acknowledges that some employee benefit plans may include compulsory employee participation and employee contributions at levels determined by the Hospital. The Hospital regularly reviews the employee benefit plans, as well as its insurance carriers, and accordingly, reserves the right to amend or discontinue the employee benefit plans and change its insurance carriers where deemed appropriate and without further notice to Dr. Saad.

ARTICLE 12 OWNERSHIP OF INFORMATION AND NON DISCLOSURE

12.1 Confidential Information

"Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of Hospital acquired by Dr. Saad in the course of 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. Saad on a non-confidential basis from a source other than Hospital.

12.2 Hospital Property

All Confidential Information of Hospital, whether it is developed by Dr. Saad during his period of appointment is the exclusive property of Hospital and shall at all times be regarded, treated and protected as such.

12.3 Non-Disclosure

Dr. Saad 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 Hospital) at any time during or subsequent to his period of appointment without first obtaining the consent of the CEO, and Dr. Saad shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.

12.4 Termination Obligation

Within five (5) days after the termination of both Dr. Saad's appointment by Hospital for any reason, or of receipt by Dr. Saad of a written request from Hospital, Dr. Saad shall promptly deliver to Hospital all property belonging to Hospital, including without

limitation all Confidential Information (in whatever form) that is in Dr. Saad's possession or under Dr. Saad's control.

12.5 Legal Obligations

Nothing in this section precludes Dr. Saad 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 Hospital, and to the extent possible in the circumstances, Hospital is afforded an opportunity to dispute the requirement.

ARTICLE 13 NON-DISPARAGEMENT

13.1 Dr. Saad and Hospital 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 Hospital, includes Board, officers, employees, physicians and/or patients.

ARTICLE 14 GENERAL PROVISIONS

14.1 Binding Effect and Non-Assignment

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors, but shall not be capable of assignment by either party without the previous written consent of the other party thereto.

14.2 Public Statements

Dr. Saad shall not make any statements on behalf of Hospital or the Medical Staff to the news media or the public without the Board Chair's or CEO's authorization.

14.3 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 Hospital:

CEO
Windsor Regional Hospital
1995 Lens Avenue
Windsor, ON N8W1L9

Fax No.: (519) 985-2651

Notices to Dr. Saad: Windsor Regional Hospital
1995 Lens Avenue
Windsor, ON N8W1L9

14.4 Assignment

Dr. Saad will not be entitled to assign his rights under this Agreement.

14.5 Severability

If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part by any court, such determination shall not affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect as if the void or unenforceable covenant or provision had not been made part of this Agreement.

14.6 Waiver

No waiver by either party of any breach of any provisions herein shall constitute a waiver of the provision except with respect to the particular breach giving rise to the waiver.

14.7 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14.8 Currency

All dollar amounts set forth or referred to in this Agreement refer to Canadian currency.

14.9 Recitals

Dr. Saad and Hospital acknowledge and agree that the provisions contained in the preamble or recitals section of this Agreement form part of this Agreement and may be relied upon by either Party when interpreting this Agreement.

14.10 Interpretation

The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the Party causing it to be drafted.

14.11 Privacy Consent

By accepting the appointment with Hospital, Dr. Saad consents to Hospital collecting, using and disclosing Dr. Saad's personal information to establish, manage, terminate

and/or otherwise to administer the appointment relationship, including, but not limited to:


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

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

WINDSOR REGIONAL HOSPITAL

By: 

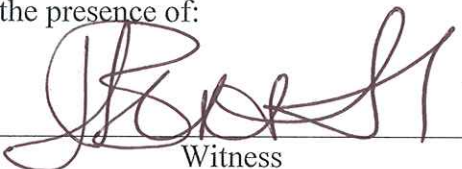
Dan Wilson
Board Chair

By: 

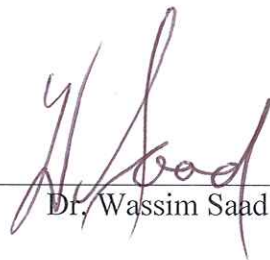
David Musyj
President and Chief Executive Officer

SIGNED, SEALED & DELIVERED

In the presence of:



Witness



Dr. Wassim Saad

SCHEDULE "A"
COMPENSATION OF DR. SAAD

Subject to the terms and conditions of the Agreement and Amending Agreement, Dr. Saad shall be entitled to the compensation and benefits set out below:

Base Salary:

\$300,000 per annum less the Hospital's cash contribution to Dr. Saad's pension and benefit plans.

Continuing Medical Education (CME):

In addition to the base salary, Dr. Saad will be entitled to \$10,000 per annum towards CME. CME will be preapproved in advance by the Chair of the Board and CEO and any expenses reimbursed will be done so in accordance with Hospital policy as to Business and Travel expense reimbursement.

Performance Based Compensation

The Board shall be responsible for determining Dr. Saad's entitlement to a performance bonus to his Base Salary based on Hospital's attainment of the Performance Improvement Targets set by the Board in accordance with the Hospital's Non-Union Performance Based Compensation Policy (HR-U-120), as amended by the Board. Currently, the performance based compensation cannot exceed five (5%) percent annually on the Base Salary.

SCHEDULE "B"

BENEFITS

Effective the 1st of the month immediately following the date of enrollment please see the benefit booklet for full details.

- ◆ Dental Plan (exam/cleaning every 6 months, 100% for basic, 50% for major, 50% for Orthodontics- no age limit)
- ◆ Drug Plan (\$2.00 co-pay, \$9.00 cap dispensing fee)
- ◆ Extended Health Plan which includes but are not limited to (chiropractor, osteopath, podiatrist/chiropract, physiotherapist, private nursing) – maximums are variable, please see plan booklet
- ◆ Semi-Private Coverage
- ◆ Private Room coverage in a Public General Hospital to \$5,000 / calendar year
- ◆ Psychologist to \$300 / year, with no limit per visit
- ◆ Massage Therapy to \$400 / calendar year
- ◆ Speech Therapy to \$300 / calendar year
- ◆ Compression Stocking to 6 pairs every 12 months
- ◆ Vision to \$400 every 24 months with additional vision coverage (subject to reasonable and customary charges)
- ◆ Hearing Aids (One hearing aid in any 36 consecutive months)
- ◆ Out of Province/travel coverage
- ◆ Medical Items, as approved by the benefit carrier

Effective after 3 months of employment – 100% Hospital Cost, 0% Employee Cost

- ◆ Accidental Death & Dismemberment (3X Annual Salary, maximum \$500,000)
- ◆ Group Life Insurance (3X annual Salary)

Effective after 3 months of employment – 100% Employee Cost

- ◆ Voluntary Life Insurance (Optional Benefit – 1,2,3 times salary)
- ◆ Spousal Life Insurance (Optional Benefit)

Effective after 6 months of employment – 100% Hospital Cost, 0% Employee Cost

- ◆ Long Term Disability (75% of monthly earnings max at 15,000 monthly, 105 days qualifying)

Sick Time

Follows the HOODIP Plan

- ◆ 0-3 months – not paid
- ◆ 3 months – 1 year - 66 and 2/3 % of rate
- ◆ 1-2 years – 70% of your rate
- ◆ 2-3 years – 80% of your rate
- ◆ 3-4 years – 90% of your rate
- ◆ After 4 years - 100% of your rate

Pension Plan

- ◆ Effective Date of hire
- ◆ HOOPP – Hospitals of Ontario Pension Plan
- ◆ 6.9% of base salary up to YMPE (Years maximum pensionable earnings) max + 9.2% base salary over YMPE max
- ◆ Employee deduction matched by Hospital at 126%
- ◆ Reciprocal Transfers offered pending agreement with HOOPP

Statutory Holidays

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Remembrance Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Family Day