



The Ottawa Hospital | L'Hôpital
d'Ottawa

EMPLOYMENT AGREEMENT

Effective the 1st day of July, 2013

BETWEEN

THE OTTAWA HOSPITAL/L'HOPITAL D'OTTAWA
(the "**Hospital**")

– and –

DR. JEFF TURNBULL
(the "**Executive**")

The Hospital and the Executive have entered into an employment relationship, and the Hospital and the Executive wish to set out the terms and conditions relating to the continuation of this employment relationship following the appointment of the Executive to the position Chief of Staff.

1. **Duties**

- (a) The Hospital confirms the reappointment of the Executive to undertake the duties of, and exercise the powers as, Chief of Staff of the Hospital, and the Executive indicates his acceptance of this appointment.
- (b) The Executive shall perform those duties as set out in the position description developed by the Hospital's Board of Governors (the "**Board**") and attached as Schedule A, together with such other duties or amended duties ("new duties") as requested from time to time by the Board provided that new duties shall be commensurate with the Executive's role as Chief of Staff. The Executive shall also take the actions necessary to achieve the 5-year objectives and goals set out in Schedule B.

2. **Term**

- (a) The Executive's reappointment under this Agreement shall be effective as of July 1st, 2013, and shall continue for a term of 5 years (June 30, 2018), unless terminated earlier in accordance with the provisions of this Agreement.

3. **Compensation**

- (a) For the purposes of administering this Agreement, the compensation year of the Executive shall commence on April 1 of each year and end on March 31 of the following year. Until increased from time to time, the base salary of the Executive shall be \$360,000.00 (three hundred and sixty thousand dollars) per annum. Your workload distribution among TOH and other parties will be reviewed annually and approved by the Chair of the Board. This support is separate from professional development funds you might require to advance your understanding of certain issues or program funds that might be required to deliver on your goals and objectives. It is understood that you will discuss any such funding requirement with the CEO who will not unreasonably refuse such requests after taking into account overall TOH priorities and available funds.
- (b) We acknowledge and support your work overseas with Corrections Canada, and with the Inner City Health Program.
- (c) The Executive's compensation shall be reviewed annually to ensure that it reflects the compensation policy of the Hospital. In considering the level of compensation, the Board shall have regard to the compensation levels for the equivalent incumbents at other major Ontario teaching hospitals (e.g. London Health Sciences Centre, St. Joseph's London, Mt. Sinai, St. Michael's, University Health Network, Sunnybrook and Hamilton Health Sciences Centre). Any increase in the base salary for any compensation year shall be effective as of April 1 of that compensation year. For greater certainty, the Hospital shall not be required to automatically increase the Executive's base salary in any year or to otherwise have the Executive's salary be competitive with that of the Chief of Staff positions in the comparator group.
- (d) The Board, in consultation with the Executive, will set annual and long-term goals and objectives for the Executive. The Board and the Executive have agreed on the 5-year objectives and goals set out in Schedule B which are subject to annual review and adjustment and to the establishment of annual goals. The Board (or a committee of the Board) shall conduct a performance evaluation of the Executive in the 1st quarter of each compensation year, to determine the extent to which the Executive has been successful in achieving the goals and objectives set in the preceding compensation year. Upon completion of each such evaluation, the Board will determine whether the Executive is eligible to receive an annual lump sum payment, of up to ten percent (10%) of his base salary, as an incentive payment in consideration of achievements relative to the goals and objectives set. If the Board determines that the Executive is entitled to any such bonus, the amount so awarded shall be paid to the Executive within 30 days of such

determination. 20% of that incentive payment shall be based on the achievements relative to the Corporate Quality Improvement Plan goals in compliance with the provisions of the Excellent Care for All Act

4. **Benefits**

- (a) The Executive will receive a car allowance of \$10,000 (ten thousand dollars) per annum, which shall be used by the Executive for automobile operating expenses (such as insurance, gasoline, regular maintenance, etc.).
- (b) The Executive will be entitled to the package of benefits which is made available to Hospital executives from time to time, which shall not be less than the current package as set out in summary form in Schedule C.

5. **Expenses**

- (a) The Executive shall be reimbursed for all authorized travelling and other out-of-pocket expenses actually and properly incurred by him in connection with his duties hereunder. "Authorized" expenses include expenses that are either (i) incurred and approved in accordance with established Hospital policy or (ii) approved in advance by the Chair of the Board. For all such expenses the Executive shall furnish to the Hospital statements and receipts as and when required by the Hospital.
- (b) The Executive shall also be reimbursed the cost of professional memberships as are agreed to by the Chair of the Board to a maximum of \$10,500. He shall be reimbursed for all expenses incurred in connection with pre-approved conferences and/or professional membership subject to the approval of the Chair of the Board.

6. **Service**

- (a) The Executive, throughout the term of his appointment, shall (subject to the exception described in paragraph 3(b) above or any other exception specifically approved by the Board) devote his full-time and attention to the business of the Hospital, and shall not, without the prior consent in writing of the Chair of the Board, undertake any other business or become a director, officer, agent, or employee of any other corporation, firm or individual.
- (b) The Executive shall well and faithfully serve the Hospital and use his best efforts to promote the interests thereof.

7. **Confidentiality**

- (a) All confidential information of the Hospital, whether it is developed by the Executive during his period of employment or by others employed or engaged by or associated with the Hospital, is the exclusive property of the Hospital and shall at all times be regarded, treated and protected as such. "**Confidential information**" includes, without limitation, information and facts relating to the operation and affairs of the Hospital or any of its related or associated entities, including without limitation the Ottawa Hospital

Foundation, the Heart Institute and the OHRI or acquired in the course of carrying out its operations.

- (b) The Executive shall not disclose confidential information to any person or use any confidential information (other than as necessary in carrying out the Executive's duties on behalf of the Hospital) at any time during or subsequent to his period of employment without first obtaining the consent of the Chair of the Board, and the Executive shall take all reasonable precautions to prevent inadvertent disclosure of any such confidential information.
- (c) Within five (5) days after the termination of the Executive's employment by the Hospital for any reason, or of receipt by the Executive of the Hospital's written request, the Executive shall promptly deliver to the Hospital all property belonging to the Hospital, including without limitation all confidential information of the Hospital (in whatever form) that is in the Executive's possession or under the Executive's control.
- (d) Nothing in this Section precludes the Executive from disclosing or using confidential information of the Hospital at any time if:
 - (i) such confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
 - (ii) disclosure of such confidential information is required to be made 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 the Hospital, and to the extent possible in the circumstances, the Hospital is afforded an opportunity to dispute the requirement; or
 - (iii) such confidential information becomes available to the Executive on a non-confidential basis from a source other than the Hospital without breach of this Agreement.

8. Vacation

The Executive shall be entitled to six (6) weeks vacation during each compensation year. All such vacation time shall be taken at times convenient to and mutually agreed upon by the Chair of the Board and the Executive. Any vacation days carried over must be used in the next compensation year or will be lost without any right to payment in lieu thereof, or unless their carry over into the next compensation year is further approved by the Chair of the Board.

9. Termination

The parties understand and agree that this Agreement may be terminated in the following manner in the specified circumstances:

- (a) By the Executive, at any time, for any reason, on the giving of sixty (60) days' notice. The Hospital may waive this notice.

- (b) By the Hospital, in its absolute discretion, for just cause. For purposes of defining “just cause” in this Agreement, “**just cause**” includes, without limitation:
 - (i) any material breach of the provisions of this Agreement;
 - (ii) any material conduct which brings the Hospital into disrepute within the community it serves; and
 - (iii) conviction of the Executive of a criminal offence punishable by indictment.
- (c) By the Hospital in its absolute discretion and for any reason without just cause, on paying to the Executive termination pay, in a lump sum, or in instalments as set out herein, in an amount equal to his salary and continued benefit coverage, as more particularly described below, for a period of twelve (12) months plus one (1) month for each year of completed service with the Hospital to an overall maximum of eighteen (18) months. For greater certainty, if the Executive finds employment within the notice period, the Hospital shall not be entitled to set off against the payments owing by the Hospital under this paragraph 9 (c) any amounts received by the Executive from such employment, save and except where the new employment is with another hospital or other publicly funded institution, in which case, all payments under this clause shall cease as of the date that the Executive commences such employment.
- (d) Termination pay in lieu will be paid on a bi-weekly basis and shall include only the following:
 - (i) any vacation entitlement accrued to the date of termination;
 - (ii) base salary as of the date of termination;
 - (iii) continuation of health, insurance and other related benefits for the duration of the notice period provided that, if any benefits may not be continued, the monetary value of such benefits shall be paid to the Executive it being agreed that health, insurance and other related benefit coverage and any payment in lieu shall be discontinued at such time as the Executive commences alternative employment it being understood and agreed that this obligation does not include the Health Care Spending Account Plan which was available to the Executive during the period of his employment;
 - iv) continuation for the length of the notice period of any required employer contributions to HOOPP it being understood that payment of such contributions shall cease at such time as the Executive terminates his contributions and/or commences alternative employment.
- (e) In the event of termination without just cause, the Hospital shall provide the Executive with the services of an outplacement counselling firm on a full service basis subject to a reasonable cost limit.
- (f) The Executive acknowledges that the payments contemplated herein are reasonable and that they are paid in full and final satisfaction of all claims, whether at common law or under the *Employment Standards Act*, which the Executive may have for wrongful

dismissal, severance pay, termination pay or other damages arising from the termination of employment. The Executive waives any claim to any other payment or benefits from the Hospital.

- (g) The parties understand and agree that the giving of notice or the payment of pay in lieu of notice by the Hospital to the Executive on termination of the Executive's employment shall not prevent the Hospital from alleging that just cause exists for the termination.

10. **Assignment of Rights**

The rights, which accrue to the Hospital under this Agreement, shall pass to its successors or assignee. The rights of the Executive under this Agreement will not be assignable or transferable in any manner.

11. **Notices**

Any notice required or permitted to be given to the Executive shall be sufficiently given if delivered to the Executive personally or mailed by registered mail to his address last known to the Hospital. Any notice required or permitted to be given to the Hospital shall be sufficiently given if delivered/mailed by registered mail to the Hospital to the attention of the Board Chair.

12. **Severability**

In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

13. **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. **Entire Agreement**

This agreement constitutes the entire agreement between the parties with respect to the employment of the Executive and any and all provisions in any prior written agreements are terminated and cancelled and each of the parties release and forever discharge the other of an from all manner of actions, causes of action, claims and demands under or in respect of any such agreement.

15. **Modification**

Any modification or waiver of any term of this Agreement must be in writing and signed by the parties.

16. **Headings**

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

17. **Time**

Time shall be of the essence in this Agreement.

18. **Governing Law**

This Agreement shall be construed in accordance with the laws of Ontario.

19. **Independent Legal Advice**

The Executive confirms that, prior to the execution of this Agreement, he had a full and complete opportunity to obtain independent legal advice and representation and that he has either done so or has freely chosen not to obtain such advice.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the 3rd day of March, 2014.

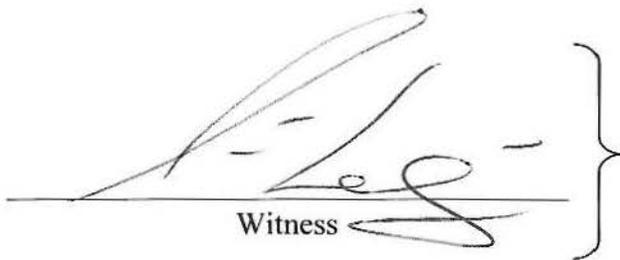
SIGNED, SEALED & DELIVERED

In the presence of:

**THE OTTAWA
HOSPITAL/L'HOPITAL
D'OTTAWA**

Carole Workman

Per: Ms Carole Workman,
Chair of the Board


Witness


DR. JEFF TURNBULL

SCHEDULE A
Position Description
THE OTTAWA HOSPITAL
Chief of Staff (“COS”)

The Chief of Staff has three broad areas of responsibility:

- I. Accountable to the Board of Governors on issues regarding quality of medical diagnosis, care and treatment;
- II. Chairs and oversees the work of the Medical Advisory Committee (MAC); (see the Duties and Responsibilities of MAC which are described below as an integral part of the COS role.); and,
- III. Exercise of physician disciplinary action when required or appropriate under the physician code of conduct policy, and in particular, as arises from patient concerns regarding medical care received.

The Chief of Staff is:

- I. **Accountable to the Board of Governors on issues of quality of medical diagnosis, care and treatment:**
 - i) Relevant to responsibilities under the Public Hospitals Act
 - a) Supervise through and with the Department Heads and, if applicable, Division Heads and Service Units Heads, all medical care given to all patients within the hospital.
 - b) where appropriate or necessary, assume the Acting Head of a Department, Division or Service Unit.
 - c) Participate on the following Board and Hospital Committees
 - Ex- Officio Member of the Board of Governors
 - Member of Quality committee
 - Member of the Resources Committee
 - Member of the University of Ottawa Heart Institute Board of Governors
 - Member of the University of Ottawa Health Institute Quality Committee
 - Member of the Quality Council
 - Member of the Regional Medical Advisory Committee
 - Member of Senior Management
 - Member of Department and Division Head Selection Committees

II. **Chairs and oversees the work of the Medical Advisory Committee/ Medical Executive, more particularly as pertains to:**

- i) Physician Credentialing, privileging and re-appointments
 - a) Ensures that there is in place a thorough, fair and effective process for the Credentialing, Privileging and re-appointment of medical staff (physicians, dentists, midwives, extended class of RNs;
 - b) presents individual cases and recommendations to MAC and to the Board;
 - c) brings forth the views of physicians to the CEO and to the Board relative to particular needs or concerns;
 - d) Participates, with the Senior Vice-President Medical Affairs, Quality & Patient Safety, in the appointment of Department Heads and their evaluation as pertains to their responsibility for quality of patient care.

- ii) The quality of medical care:
 - a) Advises the Medical Advisory Committee on matters of quality of medical diagnosis, care and treatment provided to patients and out-patients of the Hospital;
 - b) Ensures that there are appropriate policies in place, that they are followed and that they are reviewed on a regular basis; leads the development of new policies or revisions to existing medical policies;
 - c) Responsible for the Hospital On-Call Program;
 - d) Oversees all duties and responsibilities of the Medical Advisory Committee;
 - e) Ensures that there is alignment of MAC plans and medical care policies with the goals and objectives of TOH.

- iii) Participation on MAC Committees
 - Chair of the MAC Executive Committee
 - Chair of Credentials committee
 - Chair Medical Executive Committee
 - Chair Medical –Dental Bylaws committee
 - Ex-Officio member of all Committees that report to the MAC

Duties and Responsibilities of MAC

The Medical Advisory Committee shall:

1. Having regard to the Vision, Mission and Core Values, make recommendations to the Board concerning:
 - a) the allocation of **Hospital resources through the credentialing, privileging and re-appointment process;**
 - b) every application for **appointment or reappointment** to the Medical Staff, Dental Staff or Midwifery Staff;
 - c) the **Hospital privileges** to be granted to each member of the Medical Staff, Dental Staff or Midwifery Staff;
 - d) the **by-law** respecting the Medical Staff, Dental Staff and Midwifery Staff;

- e) **Medical Policies** respecting the Medical Staff, Dental Staff and Midwifery Staff;
 - f) the **revocation, suspension or restriction of hospital privileges** of any member of the Medical Staff, Dental Staff or Midwifery Staff who contravenes any of the provisions of this By-law, or the Act or the *Health Insurance Act* (Ontario) or the regulations made under those Acts, or for any other valid and proper reason;
 - g) Issues with the **quality of medical, dental and midwifery care** provided in the Hospital; and
 - h) the **establishment of committees of the Medical Staff**, which shall report to the Medical Advisory Committee, with responsibility for assessing and otherwise dealing with such matter or matters as are specified by the Medical Advisory Committee, including but not exclusively the following:
 - i. executive;
 - ii. credentials;
 - iii. medical records;
 - iv. infection control;
 - v. medical, dental and midwifery by-law;
 - vi. medical human resource planning;
 - vii. clinical resource management;
 - viii. quality monitoring;
 - ix. committee-on-committees;
 - x. pharmacy and therapeutics; and
 - xi. cardiopulmonary resuscitation.
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- 2. supervise the practice of medicine, dentistry and midwifery in the Hospital;
 - 3. appoint the Medical Staff members of all Committees of the Medical Staff that are established by the Board;
 - 4. receive reports from the Committees;
 - 5. advise the Board on any matter referred to it by the Board;
 - 6. if requested, appoint a member of the Medical Staff to advise the Hospital's Committee Responsible with respect to joint health and safety;
 - 7. report to the Medical Staff at each regularly scheduled meeting of the Medical Staff;
 - 8. report in writing to the Board at each regularly scheduled meeting of the Board, respecting the practice of medicine, dentistry and midwifery in the Hospital;
 - 9. The following persons shall be members of the Executive Medical Advisory Committee with voting privileges:
 - a) the Chief of Staff, who shall be Chair;
 - b) the President of Medical Staff;
 - c) the Vice-President of Medical Staff;
 - d) Department Heads;
 - e) Psychiatrist-in-Chief of the Rehabilitation Centre; and

- f) Medical representative of the University of Ottawa Heart Institute selected by the University of Ottawa Heart Institute Board.
10. The following persons shall be members of the Executive Medical Advisory Committee without voting privileges:
- a) Chief Executive Officer/President; and
 - b) Senior Vice President, Medical Affairs, Quality & Patient Safety

III. Responsible for physician discipline and patient concerns regarding medical care received

- i) Supports and manages physician disciplinary and privilege issues;
- ii) Ensures that all breaches of conduct are reported to the Board and applicable regulatory authorities in accordance with regulations, legislation, and policies;
- iii) Ensures that TOH has in place reasonable systems and mechanisms to effectively oversee the performance of physicians and support physicians in their development;
- iv) Is the key contact and most responsible individual for physician care particularly when patient concerns or complaints arise relative to their care or the care of a family member at the hospital. Works with the patient complaint process to directly address concerns of patients and their family.

SCHEDULE B

5-Year Objectives and Goals for the COS

1. By June 30, 2018, TOH will be a high performing hospital in Quality & Safety for Academic Hospitals in North America.
2. Be recognized as an important leader within the LHIN for achieving better LHIN performance through collaboration and integration.
3. Have a number of identified and well developed senior medical leaders ready to assume roles in all aspects of the hospital's principal medical activities and operations, including but not limited to, the most senior positions.
4. The Ottawa Hospital is recognized and valued as a unique and important asset for the Ottawa community and for the LHIN. The Ottawa Hospital's physicians are essential to TOH's success in delivering patient-centered quality care; TOH is recognized as a leader in physician engagement.

Schedule C

Benefit Package Summary

Short Term Disability Plan: Executive is eligible for a short-term disability plan, funded by the Hospital, which provides for 85 days' coverage at 100% of Executive's salary.

Long Term Disability Plan (LTD): You are entitled to 66 2/3% of your monthly basic earnings up to a maximum benefit of \$20,000. However, proof of good health is required for coverage in excess of \$15,000. The cost of premiums is covered by the Hospital. This is a taxable benefit. More information on your LTD benefit can be found in your employee booklet. Effective April 1, 2014, the LTD coverage will change to reflect the following:

- Less than 20 years of service = 66.67% of monthly earnings;
- Between 20 and 30 years of service = 70% of monthly earnings;
- More than 30 years of service = 75% of monthly earnings.

Group Life Insurance: The Group Life Insurance provides a basic life insurance benefit for you of 2.5 times your annual basic earnings, rounded to the next higher \$1,000. The cost of these premiums is paid by the Hospital. Proof of good health is required for coverage in excess of \$1,000,000 and in other cases, as outlined in your coverage booklet. Other coverage terms, including coverage limits for age and total benefit and optional coverage for you or your spouse, are found in your coverage booklet.

Hospitals of Ontario Pension Plan: Employer Premiums to be paid by the Hospital.

Dental and Extended Health Care Plan: The cost of premiums is covered by the Hospital. In addition to your group benefits plan, you have access to a Health Care Spending Accounts (HCSA). The Hospital will allocate an annual credit of \$2,500 into your account, and you can then claim against these credits to pay for a wide variety of health and dental expenses. Canada Revenue Agency guidelines allow you to carry forward unused credits one benefit year and use them to pay for the following year's expenses. If any credits carried forward remain unused at the end of the second benefit year, they will be lost. Expenses must be claimed in the year they are incurred. For more information on the types of expenses that are eligible, visit the Canada Revenue Agency website. Go to www.cra-arc.gc.ca. The plans are administered by the Hospital's benefit plan administrator.