

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is made as of July 1, 2017 (“**Effective Date**”) between **Peterborough Regional Health Centre** (“**Hospital**”) and **Dr. Lynn A. Mikula Medicine Professional Corporation** (“**Corporation**”)

WHEREAS the Hospital wishes to retain certain services from the Corporation, and the Corporation wishes to provide such services to the Hospital, on the terms and conditions of this Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

1. - SERVICES

- 1.1. Services.** The Corporation shall provide the Hospital with the services described in Schedule A (“**Services**”).
- 1.2. Service Provider.** The Corporation shall ensure that the Services are provided by an individual or individuals, whether an employee or contractor of the Corporation, who has or have the necessary qualifications (“**Service Provider**”).
- 1.3. Service Provider Qualifications.** The Corporation shall ensure that each Service Provider:
- (a) holds a certificate of registration authorizing independent practice from the College of Physicians and Surgeons of Ontario (“**CPSO**”) (without any terms, conditions or limitations);
 - (b) maintains membership in the Canadian Medical Protection Association or holds other professional practice liability coverage appropriate to the scope and nature of the Services;
 - (c) applies for, is granted, and maintains, privileges at the Hospital in accordance with the *Public Hospitals Act* (Ontario) and the regulations made thereunder and the Hospital’s by-laws (without resignation, restriction, suspension or revocation); and
 - (d) is otherwise satisfactory to the Hospital.
- 1.4. Performance Standards.** The Corporation shall provide the Services to the Hospital 52 weeks per year, in a prompt, efficient, professional, skillful and careful manner, in accordance with the performance metrics described in Schedule A, the Hospital by-laws, rules, regulations, policies and procedures, customary Ontario hospital and professional standards and practices relating to the Services, and applicable laws and regulations.
- 1.5. Performance Review.** The parties shall meet to review the Corporation’s performance under this Agreement on an annual basis.

2. - FEES

- 2.1. Fees.** In consideration for the Corporation's provision of Services, the Hospital shall pay the Corporation an annual fee of \$150,000 plus HST (where applicable) payable quarterly in arrears for the equivalent of 2 days per week. It is the Corporation's sole responsibility to make any required remittances of those applicable taxes.
- 2.2. No Reimbursement of Expenses.** The Corporation shall be responsible for all expenses incurred in providing the Services, including those for any employees or subcontractors.

3. - REPRESENTATIONS AND WARRANTIES

- 3.1. Representations and Warranties.** The Corporation represents and warrants to the Hospital as follows, and acknowledges that the Hospital is relying on such representations and warranties:
- (a) the Corporation is validly incorporated, organized and existing under the laws of the Province of Ontario;
 - (b) the Corporation has the full power and authority and all requisite licences, approvals, authorizations and consents required to execute and deliver this Agreement and to perform its obligations under it; and
 - (c) the execution, delivery and performance by the Corporation of this Agreement does not and will not result in the violation of any laws to which the Corporation is subject, or conflict with the terms and conditions of any contract to which it is a party.

4. - RELATIONSHIP BETWEEN THE PARTIES

- 4.1. Non-Exclusive Relationship.** The Corporation may provide services to third parties, provided that the Corporation's provision of such services does not prevent or limit the Corporation from performing its obligations under this Agreement or conflict with the Corporation's obligations to the Hospital in any way.
- 4.2. Independent Contractor.** The relationship between the parties is that of independent contractors. This Agreement is not intended to create a partnership, joint venture, agency or employment relationship between the parties. Neither party shall have the power or authority to bind the other party or to assume or create any obligation or responsibility, expressed or implied, on the other party's behalf or in its name, nor shall it hold itself out to any third party as a partner, joint venturer, agent or employee of the other. Each party shall be responsible and liable for its own employees, agents and subcontractors.

5. - TERM AND TERMINATION

- 5.1. Term.** The term of this Agreement shall commence July 1, 2017 (the "Start Date"), and shall end on June 30, 2022 (the "Term"). This Agreement shall be reviewed prior to the end of the term and may be renewed upon mutual agreement of both parties for another term of up to 5 years.
- 5.2. Termination for Convenience.** This Agreement may be terminated upon the mutual written agreement of the parties. Either party may terminate this Agreement, without liability, upon the provision of 90 days' prior written notice to the other party. If the Corporation terminates this Agreement under this Section, then the Hospital may elect to immediately terminate this Agreement by paying to the Corporation the amount of fees that would have been earned by the Corporation during the 90-day notice period, without any additional payment obligations to the Corporation.
- 5.3. Automatic Termination.** This Agreement shall automatically terminate if either party becomes bankrupt or insolvent, ceases to carry on business, or is subject to an order made or a resolution passed for the winding up of its operations.
- 5.4. Termination for Breach.** Either party may terminate this Agreement if the other party fails to carry out a material duty or obligation under this Agreement.
- 5.5. Obligations on Expiry or Termination.** At any time upon request by the Hospital, and following any expiry or termination of this Agreement, the Corporation shall promptly return to the Hospital any records and property belonging to the Hospital or, if directed by the Hospital, securely destroy any such records. If the Corporation is required to destroy any Hospital records, then it will confirm in writing to the Hospital that the records have been securely destroyed.

6. - CONFIDENTIALITY

- 6.1. NonDisclosure of Hospital Information.** The Corporation shall keep strictly confidential and not use for its own benefit or disclose to any third party (except to the extent required by law or to its legal and financial advisors) any information concerning this Agreement or any confidential information of the Hospital that comes to its knowledge in the course of providing the Services. These confidentiality provisions are reasonable and necessary to protect the Hospital's legitimate interests and any breach of this Section by the Corporation would result in irreparable harm to the Hospital. The Hospital may seek injunctive or other interim relief from a court of competent jurisdiction in the case of a breach or threatened breach of this Section.
- 6.2. Hospital Disclosures.** The Hospital is subject to the *Broader Public Sector Accountability Act, 2010*, the *Public Sector Salary Disclosure Act, 1996* and the *Freedom of Information and Protection of Privacy Act*, and, under such statutes, this Agreement and its terms (including payment terms) may be subject to disclosure in accordance with those Acts.

7. - INDEMNIFICATION AND INSURANCE

- 7.1. **Indemnification.** The Corporation shall indemnify and hold harmless the Hospital from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever that the Hospital may suffer or incur (including penalties, fines and interest, and reasonable legal fees and expenses) by reason of or in connection with:
- (a) any misrepresentation made by the Corporation under this Agreement, any breach by the Corporation of this Agreement, or any act or omission by, or negligence of, the Corporation or any of its Service Providers in providing the Services under this Agreement;
 - (b) a claim or order of the Ministry of Labour, Canada Revenue Agency, the Workplace Safety and Insurance Board or any other government department, agency, tribunal or court with respect to amounts payable to any Service Providers, employees or subcontractors of the Corporation under this Agreement, or any statutory withholdings, deductions or remittances in relation thereto, other than an order respecting the payments specifically referred to herein; and
 - (c) any claim made by a Service Provider against the Hospital, including any claim for vacation pay, statutory holiday pay, notice of termination (or pay in lieu of notice), severance pay, common law claims for wrongful dismissal, claims based on an assertion that the Service Provider is a dependent contractor, or any tax consequences arising from payments made by the Hospital to the Corporation under this Agreement.
- 7.2. **Insurance.** The Corporation shall obtain adequate levels of insurance coverage in respect of its obligations under this Agreement. The Corporation shall give the Hospital at least 30 days' prior written notice of any cancellation or non-renewal of its insurance coverage, and shall provide the Hospital with evidence of such insurance upon the Hospital's request.

8. - GENERAL PROVISIONS

- 8.1. **Entire Agreement.** With respect to its subject matter, this Agreement, including Schedule A, contains the entire understanding of the parties and supersedes and replaces all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
- 8.2. **Amendment.** This Agreement may be amended or supplemented only by written agreement signed by both parties.
- 8.3. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

- 8.4. **Further Assurances.** Each party shall do all such acts and execute all such further documents, and shall cause the doing of all such acts and the execution of all such further documents, as are within its power to cause the doing or execution of, as the other party may from time to time reasonably request in writing and as may be necessary or desirable to give effect to this Agreement.
- 8.5. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be validly given if delivered by personal delivery/courier, fax or registered mail to the other party as follows:

To the Hospital:

Peterborough Regional Health Centre
 1 Hospital Drive
 Peterborough, ON K9J 7C6
 Fax: 705-876-5120
 Attention: Lisa Ruston Director, Medical
 Affairs

To the Corporation:

**Dr. Lynn A. Mikula Medicine
 Professional Corporation**
 272 Charlotte Suite 302,
 Peterborough, Ontario
 K9J 2V4
 Phone: 705-874-5222
 Fax: 705-874-5224
 Attn: Dr. Lynn Mikula

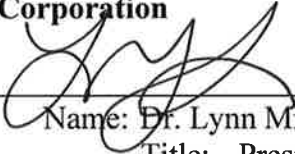
A notice shall be deemed to have been delivered on the day of personal delivery, on the day received by courier, on the day received by fax (as evidenced by a transmission confirmation), or on the fifth day following mailing (excluding Saturdays, Sundays and statutory holidays in Ontario).

- 8.6. **No Waiver.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.
- 8.7. **Severability.** Each provision contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision shall not affect the validity or enforceability of any other provision of this Agreement.
- 8.8. **Survival.** The provisions of this Agreement which by their own terms take effect on expiry or termination of this Agreement, or which by their nature survive expiry or termination of this Agreement (such as provisions relating to confidentiality and indemnification) shall continue in full force and effect and survive such expiry or termination.
- 8.9. **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario.

8.10. **Counterparts.** This Agreement may be executed in counterparts and when each party has executed an identical counterpart and delivered a copy thereof to the other party (by personal delivery/courier or facsimile transmission), then all the counterparts taken together shall be deemed to constitute a single identical agreement dated as of the Effective Date.

The parties have executed this Agreement.


**Dr. Lynn A. Mikula Medicine
Professional Corporation**

By: 
Name: Dr. Lynn Mikula
Title: President

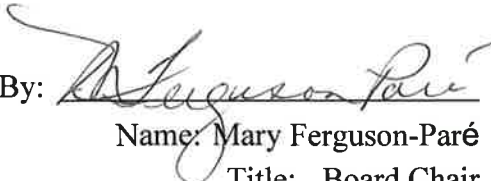
Peterborough Regional Health Centre

By: 
Name: Kate Farnell
Title: Associate VP & CFO

Peterborough Regional Health Centre

By: 
Name: Dr. Peter McLaughlin
Title: President & CEO

Peterborough Regional Health Centre

By: 
Name: Mary Ferguson-Paré
Title: Board Chair

SCHEDULE A

SERVICES

The Services to be provided to PRHC shall be the duties and responsibilities assigned to the Chair Medical Advisory Committee (MAC) as described in the Hospital's position description.

POSITION DESCRIPTION

**POSITION: Chair MAC
Directors**

REPORTS TO: Board of

DEPARTMENT: Medical Administration

DATE: November 2014

PURPOSE

The Chair Medical Advisory Committee (MAC) under the general direction of the Board is responsible for the professional practice and quality of care provided by professional staff within the Health Centre in a manner that is consistent with the Hospital's Core Values and Leadership and Management Competencies. The Chair MAC works with the CMO/VP Medical in planning and resource management activities to ensure optimum utilization of the available resources.

MAJOR RESPONSIBILITIES

Quality of Care:

- Chair the MAC
- Establish, maintain and ensure professional standard of medical care within the Health Centre
- Supervise quality and safety of care provided by those who are credentialed by the MAC
 - Physicians
 - Dentists
 - Midwives
 - RN Extended Class who are credentialed by the Board
- Advise the MAC and the Chief Executive Officer of any patient not receiving appropriate treatment and care.
- Advise the MAC with respect to the quality of care provided by the professional staff members of the Departments
- Assign or reassign the care of a patient as required to maintain professional standards of care and initiate immediate mid-term action as required
- Lead subsequent MAC review of competence and behavior issues
- Ensure that objectives for the departments for continuing improvement of quality of care are in place
- Be responsible to ensure the organization and implementation of quality improvement programs in the clinical departments and work with the CMO/VP Medical to ensure that they are integrated with the hospital-wide quality improvement measures
- Be responsible to ensure integration of current evidence and best practice into delivery of quality care in the departments
- Oversee the patient complaints resolution process relating to the professional staff within the departments
- Oversee the management of risk related to Quality of Care and Patient Safety
- Be responsible for effective on-call systems and schedules
- Be responsible for delegation of medical acts

- Be responsible for effective communication with Department Chiefs and MAC members
- Be responsible for sub-committees of MAC
 - Pharmacy and Therapeutics (P&T)
 - Credentials
 - Infection Prevention and Control (IPAC)
 - Health Records
 - MAC Quality of Care
 - Blood Transfusion
 - Point of Care Testing
 - Emergency Blood Management
- Actively liaise across Departments to improve patient care
- Oversee Chiefs' development of continuing medical education for their departments

Planning and Strategy:

In Collaboration with the CMO/VP Medical, Department Chiefs, & Medical Directors:

- Participate in the development of the Health Centre strategic plan, vision, mission and objectives
- Oversee the development of departments' vision, goals, objectives and measurements
- Oversee benchmarking of department operations to peer group, investigate variances and initiating changes to meet benchmarks as required
- Oversee planning and setting priorities for the Departments in alignment with the Health Centre's strategic initiatives
- Identify needs and opportunities for: efficiency, new and expanded services, cost – containment strategies, community linkages, human resources needs, improving access and flow

Credentials/Appointment/Performance:

- In conjunction with medical affairs, and in consultation with the CMO/VP Medical, oversee the recruitment of new professional staff
- Oversee confirmation of credentials of physicians within departments prior to appointment and/or reappointment
- Oversee Chiefs' recommendations to the MAC regarding appointment, reappointment, change in privileges and any disciplinary action
- Oversee Chief's supervision (or delegated supervision of) associate staff and those physicians with temporary privileges
- Oversee Chief's review of associate members at the end of their probationary period
- Review privileges annually of existing members
- Oversee Chiefs' completion of a written performance evaluation of all members of the Department on an annual basis as part of the reappointment process and conduct of (or delegation of the completion of) an enhanced performance evaluation every 2 years
- Maintain standards of professional behaviour/conduct that is consistent with the PRHC Code of Conduct and deal with any breaches by professional staff in a timely and effective manner

Human Resources:

- Oversee the development and implementation of a human resources plan for all departments and divisions, that is approved by the MAC and the Board, and is consistent with the Board's strategic plan
- Oversee Chiefs' responsibility for recruitment of new physicians within the departments
- Oversee Chiefs' responsibility for the orientation of new program members occurs
- Oversee and support the Chiefs' compilation of Impact Analyses resulting from proposed new/replacement staff
- Oversee and support the Department Chiefs when involved in progressive discipline with a professional staff member

Leadership Recruitment, Development and Succession Planning:

- Be responsible through the Board for recruitment of Chiefs
- Support and collaborate with CMO/VP Medical in leadership development and talent management of Chiefs and other medical leaders
- Support and collaborate with CMO/VP in succession planning for Chair MAC position and Chiefs

Resource Utilization:

Work in conjunction with the CMO/VP Medical to assist in the:

- Appropriate utilization of resources allocated to Departments.
- Development of budget plans related to staffing, non-salary operating and capital costs

Board Committees:

- Chair and hold regular and special meetings of the MAC.
- Designate an Acting Chair to act during the absence of the Chair
- Attend Board meetings as an Ex Officio Member
- Attend Board Committees as required by the Board Chair

Other Committees:

- Oversight of Research Ethics Board (REB)

Related Activities

- Actively represent the Health Centre to the community
- Oversee and lead Quality of Care initiatives in engaging physicians and staff at PRHC as well as the Health Centre's community partners (FHT, CCAC, other hospitals, agencies ,etc.)
- Maintain skills/knowledge by attending educational sessions and keeping informed of Health Centre policies and procedures
- Model and promote Peterborough Regional Health Centre's Mission, Vision,

and Values

- Model and promote the expectations we have for staff for protecting their own safety and the safety of others
- Model and promote the expectations we have for staff for involving the patient/family/substitute decision maker in their care and in protecting their own safety
- Foster a safe reporting environment where good catches and errors are shared and documented in an open and timely way
- Respond to any actual or potential risks that could cause harm

SPECIFICATIONS

POSITION QUALIFICATIONS:

- Currently registered with the College of Physicians and Surgeons of Ontario
- Eligible for Active or associate staff privileges at Peterborough Regional Health Centre
- Evidence of ongoing continued medical education
- Demonstrated ability to Integrate current evidence and best practice into delivery of quality care in the Health Centre
- Demonstrated analytical skills related to quality of care and best practice
- Human resources management and leadership skills
- Excellent verbal and written communication skills
- Excellent interpersonal skills and ability to work effectively with administration, directors / managers, staff, physicians, and the community
- Excellent organizational skills and ability to adapt to continually changing priorities
- Knowledge of program planning and evaluation
- Demonstrated ability to achieve goals and objectives within specified time frames
- Demonstrated ability to manage change effectively
- Commitment to an inter-disciplinary team approach
- Actively encourage a spirit of co-operation amongst team members
- Demonstrated knowledge of all applicable health care legislation

CONTACTS:

| INTERNAL | EXTERNAL |
|---|-------------------------------------|
| Board of Directors | Professional Associations |
| Senior Administration | Other Health Care Providers / Peers |
| Department Chiefs and Medical Directors | General Public |
| Administrative Directors and Managers | Community Agencies / Committees |
| Professional Staff | |
| Department Staff | |

| | |
|--|--|
| Patients / Families / Volunteers / Students | |
|--|--|

MENTAL DEMANDS:

This position involves a varying volume and pace with peak periods. There are multiple projects with overlapping deadlines and there are frequent interruptions and emergencies which must frequently be accommodated into work flow. There are continuously changing priorities which are not always within one's own control and are set by others. There are often conflicting deadlines and there can be serious consequences if deadlines are not met. Excellent visual, listening and mental concentration skills are required when participating in meetings to understand and analyse issues being discussed, while strategizing to achieve goals and to keep up with the large volumes of paperwork/computer work and reading to maintain administrative issues.

IMPACT OF ERRORS IN JUDGEMENT:

- Patient / staff injury if issues are not addressed resulting in potential litigation and lost time as well as reputational risk.
- Failure to manage resources effectively could result in staff dissatisfaction, delays, impaired patient care and loss of money due to waste and inefficiencies.

WORK ENVIRONMENT:

Work is performed in a health care services provider environment. Travel is required occasionally.

APPROVAL SIGNATURES:

Board Chair

Chair, MAC

Date

Date