

## **AGREEMENT FOR VICE PRESIDENT MEDICAL AND ACADEMIC AFFAIRS**

Between

**Lakeridge Health**  
1 Hospital Court  
Oshawa, ON L1G 2B9  
(Hereinafter called "LH")

– And –

**Buldo Medicine Professional Corporation**  
(hereinafter called the "Corporation")

Whereas Lakeridge Health (LH) requires a physician to provide Vice President Medical and Academic Affairs services at Lakeridge Health and whereas Buldo Medicine Professional Corporation's employee, Dr. George Buldo is a valuable member of the medical community and it is advantageous to Dr. Buldo to provide Vice President Medical and Academic Affairs services to LH.

The Corporation agrees that Dr. Buldo, its employee, will personally and exclusively provide Vice President Medical and Academic Affairs services under this Agreement.

Therefore, in consideration that both parties wish to enter into an agreement for the provision of these services, both parties agree to the following terms and conditions:

### **1.0 RESPONSIBILITIES OF THE PHYSICIAN**

#### **1.1 Contract for Services**

- 1.1.1 Dr. George Buldo will assume responsibilities effective June 7, 2017.
- 1.1.2 Dr. George Buldo shall act as a member of the Medical Staff in the Department of Medicine in accordance with the terms of the Medical Staff Bylaws and the Rules and Regulations of the Department of Medicine.
- 1.1.3 Dr. G. Buldo, on behalf of the Corporation, agrees to provide services as the Vice President Medical and Academic Affairs in accordance with the Job Description attached as Appendix.
- 1.1.4 The expected time commitment the Vice President Medical and Academic Affairs is approximately 3 days per week administrative time.
- 1.1.5 In addition, is understood that some Vice President Medical and Academic Affairs functions will be integrated into Dr. Buldo's clinical work at Lakeridge and that the physician will be available, on-site at Lakeridge 4 days per week, in total, on average and available by telephone at times when not on-site.
- 1.1.6 The Corporation will provide a minimum of 46 weeks of service per year, which will be prorated during the initial year of this agreement.
- 1.1.7 In the Vice President Medical and Academic Affairs, Dr. G. Buldo, on behalf of the Corporation, is responsible to the Chief Executive Officer or designate.

- 1.1.8 Dr. G. Buldo, on behalf of the Corporation, agrees to identify an Acting Vice President Medical and Academic Affairs, to address urgent issues, as needed when the Physician is not available to fulfill the obligations of this contract personally.

**1.2 No Benefits:**

Dr. G. Buldo, on behalf of the Corporation, acknowledges that throughout the term of this Agreement, he is responsible for his/her own professional liability insurance, and any pension, disability insurance, life insurance, health and/or dental insurance as he deems fit. As Dr. Buldo is not and is not intended to be an employee of LH, he is not entitled to any employment benefits similar to those extended by LH to any of its employees.

**No Withholding or Source Deductions:**

All payments to the Corporation under this Agreement shall be made without deductions for income tax, Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance premiums and Employer Health Tax (Ontario) or any similar contributions or benefits. LH shall not be responsible to make any such payments on behalf of the Corporation. Dr. Buldo on behalf of the Corporation acknowledges that the Corporation is responsible for all taxes, withholdings and remittances or similar obligations under any federal or provincial legislation applicable to the Corporation's business, including the Services provided under this Agreement.

**1.3 Non-Exclusivity:**

The Corporation may provide services to other persons or entities during the term of this Agreement, provided that such other services do not interfere with the Corporation's ability to provide Services under this Agreement and no conflict of interest arises.

**1.4 Representations of the Corporation and Dr. Buldo**

1.4.1 It is a condition of this Agreement that Dr. George Buldo:

- a. be a member in good standing of the College of Physicians and Surgeons of Ontario which allows the physician to perform all the duties outlined in this Agreement and the related appendices, and maintain such membership throughout the term of this Agreement;
- b. continuously holds medical staff privileges at LH; and
- c. be a member in good standing of the Canadian Medical Protective Association or any successor organization or otherwise maintains equivalent professional liability insurance.

**2.0 RESPONSIBILITIES OF LAKERIDGE HEALTH**

**2.1 Payments**

- 2.1.1 The amount paid for the Vice President Medical and Academic Affairs position is \$311,500 annualized (plus HST). This amount is based on a 3-day/week commitment. This time commitment will be regularly reviewed to ensure it is appropriate and accurately reflects the demands of the role.

- 2.1.2 The amount will be paid in monthly payments of 25,958 (plus HST) to the Corporation by the 15th of month following the month for which the payment is associated (example: payment for January will be made February 15th).
- 2.1.3 In the case of when a partial month is worked the payment will be calculated on a prorated basis.
- 2.1.4 The Vice President Medical and Academic Affairs role is integrated into Dr. Buldo's other leadership roles; as long as the Corporation is receiving compensation for the Vice President Medical and Academic Affairs role, compensation from the hospital for Dr. Buldo's other leadership roles will be suspended. Once Dr. Buldo is no longer in the Vice President Medical and Academic Affairs role payments for other leadership roles will resume.
- 2.1.5 This remuneration constitutes the total remuneration to be received by the Corporation from the Hospital pursuant to this Agreement.

## **2.2 Administrative Support**

- 2.2.1 LH agrees to provide at its own cost adequate administrative and secretarial support required for the physician in the performance of the Vice President Medical and Academic Affairs role identified in this Agreement.

## **2.3 Short Term Disability**

- 2.3.1 LH agrees to continue to reimburse the Corporation for up to 60 days in any 12-month period in the event of illness or disability starting from the effective date of this Agreement. After this period LH will not be obliged to continue payments if the Corporation is not able to meet the obligations of this Agreement.

## **2.4 Professional Development**

- 2.4.1 Separate education allowance, related to your duties as Vice President Medical and Academic Affairs, of up to \$10,000.00 per year (plus taxes) with paid time from work to be applied to professional development or formal education.

## **3.0 INSURANCE AND INDEMNITY**

### **3.1 Insurance**

LH agrees that throughout the Term of this Agreement and thereafter, it shall,

- a) maintain appropriate insurance to indemnify Dr. George Buldo;
- b) indemnify Dr. George Buldo, and
- c) defend the Dr. George Buldo

from any claims or actions of any nature whatsoever that may arise as the result of, or from, the performance by Dr. George Buldo on behalf of the Corporation of the Services under this Agreement.

### **3.2 Mutual Indemnity**

The parties covenant and agree to indemnify and save each other harmless from any liability, loss, damage or expense, including accessible legal fees, arising out of the

negligent performance of their respective obligations under this agreement or by anyone for whom they are in law responsible. The parties hereto agree that they shall co-operate with each other in the defense of any such action, including providing each other with prompt notice of any such action and the provision of all material documentation. The parties further agree that they have a right to retain their own counsel to conduct a full defense of any such action.

#### **4.0 TERMINATION**

**4.1** LH shall reserve the right to terminate the Agreement if the Corporation fails to meet the obligations of the Agreement provided that the Corporation is given the opportunity to remedy any deficiencies after receipt of such written notice. LH agrees to provide such written notice as soon as reasonably practicable after learning of the Corporation's failure to meet the obligations of this Agreement. If the deficiency is not cured within the time period set out in the notice, which shall not be less than thirty (30) calendar days, the Corporation agrees that this Agreement shall be terminated as of the last day of the notice period.

**4.2** LH may terminate this agreement at any time without cause, upon payment of termination pay and severance pay entitlements of six (6) months salary during the first year of service, and one additional month of salary for each full year of completed service up to a maximum of eighteen (18) months.

**4.3** Notwithstanding anything contained in this Agreement, this Agreement may be terminated for just cause without notice of termination or payment in lieu of notice. Without limiting the generality of the foregoing, just cause shall include:

- a) Loss or suspension of the license to practice Medicine in the Province of Ontario.
- b) Cancellation or retraction of privileges at LH (provided that all relevant appeals or appeal periods have been exhausted).
- c) The conviction for a criminal offence which results in a period of incarceration and an inability to perform the Agreement for a continuous period exceeding 30 days.
- d) Breach of any of the terms and conditions of this Agreement, which is not remedied within 30 days of receipt of written notice of the breach.

**4.4** Either party may terminate this Agreement for any other reason whatsoever provided that at least ninety (90) calendar days written notice of the termination is provided to the other party.

**4.5** The termination of this Agreement shall not adversely impact on Dr. George Buldo's clinical privileges at LH.

#### **5.0 CONFIDENTIAL INFORMATION AND COMPLIANCE WITH POLICIES**

**5.1** The Corporation acknowledges that any and all information furnished to or acquired by her/him, either prior to the execution of this Agreement or during the Term of this Agreement including, but not limited to any written or oral information disclosed during meetings, or patient information is the valuable proprietary and confidential information of LH ("Confidential Information"). This includes the terms of this agreement.

- 5.2** The Corporation agrees that all such Confidential Information shall be kept strictly confidential and shall be treated by him, and any person authorized by him to have access thereto, as being valuable, confidential and proprietary information of LH.
- 5.3** The Corporation shall not, without the prior written consent of LH, reproduce, disclose or otherwise make available such Confidential Information, in whole or in part, to any person or entity other than persons who have a need to know such information in order for each party to carry out its obligations.
- 5.4** The Corporation agrees to return or destroy all Confidential Information furnished to or acquired by him, directly or indirectly, to LH upon receiving a written request to do so.
- 5.5** The parties agree that the obligations set out in this Section shall survive the termination or expiration of this Agreement. The Corporation agrees that any unauthorized disclosure of Confidential Information could cause irreparable harm to LH and the parties further agree that LH may pursue any legal remedy available to it in the event of a breach or potential breach of confidentiality.
- 5.6** The Corporation agrees to carry out responsibilities in a manner that is consistent with applicable professional codes of conduct and with applicable LH policies including, but not limited to, LH's privacy policies. LH agrees to provide a copy of its policies to the Corporation upon request.
- 5.7** The Terms of this Agreement are considered confidential and shall be kept strictly confidential by the parties.

## **6.0 GENERAL**

- 6.1** Any notices required by this Agreement shall be in writing and may be given by personal service, by prepaid registered mail or by registered courier addressed as follows:

If to the Physician:	Buldo Medicine Professional Corporation c/o Dr. George Buldo, President 34 Melrose Avenue Toronto, M5M 1Y5
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If to Lakeridge Health:	Medical Affairs Office Lakeridge Health 1 Hospital Court Oshawa, ON L1G 2B9
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Any notice given by personal service, in accordance with this section, shall be deemed to have been received on the date of delivery. Any notice that is mailed shall be deemed to have been received by and given to the addressee on the fifth business day following the date of mailing, provided that no day during which there shall be a strike or other occurrence which shall interfere with normal mail service to either of the parties shall be considered to be a business day.

- 6.2** Each party is a contractor independent of the other and neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing by the

other. The parties shall not have, and they shall not hold themselves out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of or binding upon the other.

**6.3** The provisions of this Agreement shall be interpreted in accordance with the laws of Ontario.

**6.4** The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

**6.5** All amounts referred to in the Agreement are in Canadian dollars.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers as of the date set out herein.

**BULDO MEDICINE PROFESSIONAL CORPORATION**

\_\_\_\_\_  
Dr. George Buldo, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**LAKERIDGE HEALTH**

\_\_\_\_\_  
Matthew Anderson  
Chief Executive Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date