

**EMPLOYMENT AGREEMENT
BETWEEN**

ROYAL OTTAWA HEALTH CARE GROUP

("the Employer")

AND

JOANNE BEZZUBETZ

("the Executive")

WHEREAS the Employer is desirous of continuing the services of the Executive in a new capacity;

AND WHEREAS the Executive has been employed since June 6, 2013 (the "Start Date") and is desirous of continuing as an employee of the Employer in this new capacity;

NOW THEREFORE in consideration of the promotion of the Executive and corresponding increase in compensation as set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

1. EMPLOYMENT

(a) Position

The Executive shall be employed in the position of President and Chief Executive Officer with the Employer with all managerial and executive duties and responsibilities commensurate with this position. The Executive shall report directly to the Employer's Board of Trustees (the "Board") through the Chair of the Board.

(b) Term and Expiry

The Executive shall be employed for a definite term commencing July 28, 2018 (the "Effective Date"), for a period of five (5) years ending July 27, 2023 (the "Contract Term"), subject to earlier termination as provided in this Agreement.

(c) Duties

As President and Chief Executive Officer the Executive shall be empowered to exercise the duties commensurate with that office in accordance with the authority granted by the

Board of Directors from time to time and as generally described in the Employer's bylaws.

Without limiting the generality of the foregoing, the Executive shall:

- (i) Lead and manage the Employer's operations;
 - (ii) Perform her duties in a competent and professional manner and act in the best interests of the Employer;
 - (iii) Ensure that the business and affairs of the Employer are conducted in a proper and efficient manner;
 - (iv) Faithfully serve the Employer and use her best efforts to promote its interests;
 - (v) Comply with all applicable policies, rules and directives which have been or shall be enacted, implemented or amended by the Employer;
 - (vi) Report to, and take direction from the Board through the Chair of the Board; and
 - (vii) Unless prevented by ill health, vacation periods or other absences approved by the Employer, devote the whole of her time, attention and ability to the business and affairs of the Employer, subject to the terms herein.
- (d) Pre-approved Absences

The Employer approves the following absences:

- (i) The Executive shall be entitled to continue to sit as a member of the Board of International Social Services – Canada ("ISS"), and shall be entitled to two (2) days of paid leave per year to attend meetings of the ISS Board.

2. **COMPENSATION**

- (a) Total Targeted Cash Compensation

As set out below, the Executive's annual total targeted cash compensation over the Contract Term shall consist of an Annual Salary and an Annual Targeted Bonus of up to 15% of Annual Salary ("Total Targeted Cash Compensation");

Annual Salary and Annual Targeted Bonus

The Employer shall pay the Executive an Annual Salary of \$330,000.00 during the Contract Term of this Agreement. In addition, the Employer shall provide the Executive with a discretionary Annual Targeted Bonus of up to 15% of Annual Salary, based on the metrics set out below. For greater certainty, if the Executive received the entire Annual

Targeted Bonus of 15%, the Executive would be entitled to receive an annual Total Targeted Cash Compensation of \$379,500.00 over the Contract Term.

Annual Targeted Bonus metrics

Subject to the following protocol, the Board shall determine, acting reasonably, what part (out of 100 points) of the Annual Targeted Bonus shall be payable to the Executive in respect of a given year:

- (i) Such determination shall be made within 90 days of each anniversary of the Effective Date, with payment to occur within 30 days of the determination.
- (ii) In determining the amount of Annual Targeted Bonus payable the Board shall include consideration of criteria to be established each year with the following principles to be kept in mind:
 - A. personal and corporate performance objectives determined by the Board in consultation with the Executive through the Chair of the Board based upon achievement of or advancement toward strategic goals, as set forth in the Employer's Strategic Plan, as may be amended from time to time (the "Criteria"),
 - B. and may adopt and emphasize the streamlining of strategic goals in support of:
 - I. evolution of the Employer's service delivery model to both redevelop existing services and/or create new services as part of the Community Mental Health portfolio, including the relocation of existing services to accessible, community-based options (this includes the development of systems to ensure improved access);
 - II. transformation of the current care and research models within the operations of the Employer and the Institute for Mental Health Research ("IMHR") to achieve a new model of evidence-based practice, including the integration of (1) best research evidence; with (2) clinical expertise; and (3) patient values;
 - III. appropriate, pro-active leadership and/or alignment of the Employer in anticipation of a cohesive, progressive, high-quality regional system of mental health and substance use; and
 - IV. redevelopment of the current organizational structure of the Employer as required (including Senior Management if required) to achieve all of the above.

- (iii) The Annual Targeted Bonus criteria shall, with the participation of the Executive, be set by the Board no later than April 1st of each year taking account of the principles set out above.
- (iv) The Executive shall ensure that the criteria are known to and understood by members of the Senior Management Team where applicable and are applied to such members in a manner that is equitable and transparent.

Payment

Payment of the Executive's Annual Salary, Annual Targeted Bonus and any other amounts due under this Agreement shall, unless inconsistent herewith, be payable in accordance with the Employer's normal payroll practices and shall be subject to such deductions and withholdings as are required by law.

Executive Compensation Framework

The Employer and the Executive acknowledge that depending upon prevailing circumstances, the requirements of the *Broader Public Sector Executive Compensation Act* and any corresponding Executive Compensation Framework may apply in whole or in part to this Employment Agreement and may require amendment in accordance with same.

(b) Car Allowance and Free Parking

The Employer shall pay the Executive a monthly car allowance of \$1,250.00 which amount shall be in lieu of any entitlement to be reimbursed for expenses (including mileage) related to the use of her personal vehicle for business purposes. Notwithstanding the preceding, the Executive shall be entitled to reimbursement for all reasonable and necessary expenses related to travel to the Brockville facility, or locations of similar distances subject to the general requirements for reimbursement of expenses set out below. The Executive shall have access to free parking at all of the Employer's facilities. For greater certainty, the Executive shall be entitled to park in the closest and most convenient spaces adjacent to any facility. The monthly car allowance will be a taxable benefit to the Executive.

(c) Expenses Incidental to Employment

The Executive shall be entitled to reimbursement for all reasonable and necessary expenses incurred by her in connection with the performance of her employment duties hereunder, in accordance with the policies, rules and directives of the Employer as adopted and amended, from time to time. As a condition of such reimbursement, the Executive shall submit verification for the nature and amount of such expenses, in accordance with the reimbursement policies, rules and directives of the Employer, as adopted and amended from time to time.

(d) Vacation

The Executive shall be entitled to six (6) weeks paid vacation accrued at a rate of two and one-half (2.5) days per month. Vacation shall be scheduled in advance, at mutually convenient times (and not necessarily taken consecutively), having regard for the efficient operation of the Employer, and shall be accrued and carried over as per the vacation policy applicable to employees of the Employer.

(e) Benefits

The Executive will continue to participate in the Group Benefits and Sick Leave plans applicable to employees of the Employer.

(f) Pension

The Executive will continue to participate in the Hospitals of Ontario Pension Plan in accordance with the applicable formula.

(g) Professional Certified Coach services

The Executive shall be entitled to the services of a Professional Certified Coach approved by the Board and contracted by the Employer to provide executive coaching to the Executive for a period of eight (8) months, subject to extension within the sole discretion of the Employer. The Executive shall acknowledge the terms and conditions of the contract between the Employer and the Professional Certified Coach by affixing her signature to same. The Executive acknowledges that the purpose of retaining a Professional Certified Coach includes supporting the following:

- (i) appropriate Executive onboarding to perform at Board expectations,
- (ii) successful relationship-building with members of the Senior Management Team to gain rapport and their commitments for the Executive's mandate,
- (iii) managing the impact of the new Executive's leadership on direct reports, the organization, and key stakeholders, and
- (iv) a 360 evaluation at month four (4) to assess the Executive's success at the above, and to co-create a plan for the next four (4) months.

3. **TERMINATION OF EMPLOYMENT**

(a) Termination Without Cause

The employment of the Executive may be terminated by the Employer for any reason other than Cause or other than frustration of contract due to Disability ("Termination Without Cause"), by providing the Executive with a payment equal to twelve (12) months of Base Salary plus one additional month for each year or part year completed after year

2 (the "Severance"), which amounts may be paid by way of salary continuance or lump sum payment, at the sole discretion of the Employer. The Severance is inclusive of and not in addition the Employee's statutory notice entitlements and any applicable statutory severance entitlements under the *Employment Standards Act, 2000* (Ontario), as amended from time to time (the "ESA"). The Severance shall be capped at 18 months.

In the event of a Termination Without Cause, the Executive will also be provided with benefits continuance to match the notice period under the ESA. Thereafter, the Executive will be provided with medical and dental benefits coverage only, to the earlier of: (i) the end of the Severance period; or (ii) the date on which the Executive commences new employment. Notwithstanding the foregoing, in the event that the Employer is not permitted by the insurer to continue medical and dental coverage during all or part of the said period, it is agreed and understood that the Employer may instead pay to the Executive an amount in lieu of the Executive's medical and dental premium for that period. The Executive will also be provided with any vacation pay accrued to the end of the Executive's ESA notice period.

All payments under this Section 3(a) are subject to any applicable statutory deductions and are not subject to mitigation. In addition to the entitlements herein, the Executive will also be entitled to any accrued unpaid wages and vacation pay to the date of notice of termination.

In calculating the Executive's entitlements under the ESA for the purposes of this provision, regard will be had to the Executive's Start Date on June 6, 2013.

(b) Termination by Employer for Frustration of Contract due to Disability

The employment of the Executive may be terminated by the Employer in the event of frustration of contract due to the Disability of the Executive, by providing the Executive with all of the entitlements set out in Section 3(a). In exchange for same, the Executive agrees to release the Employer from all possible claims of discrimination due to disability and to sign a Full and Final Release. For these purposes, "Disability" means that the Executive becomes unable to perform the essential duties to be performed by her hereunder due to a physical, mental or other disability for a period of at least six (6) consecutive months, with no reasonable prospect of timely recovery based on medical evidence made available to the Board.

Regardless of the LTD plan document, or its forms, there will be no offset of the entitlements set out in Section 3(a) from LTD Benefits, although the Employer will not be responsible for any LTD claw-backs which are made by the LTD provider.

(c) Termination in the Event of Death

This Agreement shall terminate immediately in the event of the death of the Executive.

(d) Termination for Cause

Subject to the minimum requirements set out in the ESA, the Executive's employment may be terminated at any time for cause without notice or payment in lieu of notice or severance pay. "Cause" shall be deemed to include, but shall not be restricted to the following:

- (i) if the Executive has intentionally disregarded or disobeyed any reasonable order or instruction of the Board;
- (ii) if the Executive has committed an act of dishonesty against the Employer;
- (iii) if the Executive has breached any of the material provisions of this Agreement;
- (iv) if the Executive has been convicted of any criminal offence which may adversely affect the reputation of the Employer in the eyes of its clients, lenders, the Government of Ontario or any of its agencies or the public in general;
- (v) if the Executive is absent for more than three (3) working days without notifying the Employer and without reasonable excuse, unless the Executive is prevented from doing so by illness or injury or other extenuating circumstances; or
- (vi) if the Executive demonstrates a repeated and documented inability to meet the performance objectives established by the Board.

(e) Resignation by Executive

In the event that the Executive desires to resign from her position and terminate her employment with the Employer, she shall provide the Employer with no less than 6 months notice, for the benefit of the Employer, which notice may be abated at the discretion of the Employer, unless given by the Executive during the final year of this agreement. In the event that the Employer waives all or part of the notice of resignation period, the Executive will be entitled to payment of her Annual Salary through the balance of the notice of resignation period, with all other entitlements ending as of the date of waiver.

(f) Fair and Reasonable

The Executive acknowledges that the provisions referred to above are fair and reasonable, and are inclusive of all common law and statutory entitlements to notice and severance pay, including any entitlements under the ESA. Upon completion of the Contract Term in accordance with the terms and conditions herein, the relationship shall be wholly terminated without the need for further notice or pay in lieu of notice (subject to the provision of any entitlement to the Executive to statutory severance under the ESA), and

the Executive shall have no action, cause of action, complaint, demand or claim against the Employer, its employees or any member of the Board, whether statutory or at common law.

(g) Payments Subject to Deductions

All payments made pursuant to section 2 of this Agreement are subject to such deductions and withholdings as are required by law, and may be the subject of set-off against any amounts owed by the Executive to the Employer at the time of termination, and this constitutes the Executive's express agreement to same.

4. **CONFIDENTIAL INFORMATION**

- (a) The Executive acknowledges that in the course of her employment she will acquire information which is confidential to the Employer and the Employer's clients ("Confidential Information"), and which information is and shall remain the sole and exclusive property of the Employer, including without limitation, Confidential Information concerning the business and affairs of the Employer.
- (b) The Executive acknowledges that Confidential Information improperly disclosed could be used to the detriment of the Employer. Accordingly, the Executive undertakes not to disclose or make available same to any third party except as may be necessary in the proper discharge of her employment under this Agreement, or as required by law, or with the written permission of the Employer. Without limiting the generality of the foregoing, the Executive agrees not to provide her consent to the disclosure of Confidential Information for which her consent is required, other than in the proper performance of her duties hereunder.

5. **CONFLICT OF INTEREST**

- (a) The Executive shall be subject to conflict of interest requirements established by the Board from time to time, if any, and shall be responsible to recognize and to avoid circumstances that may give rise to or give the appearance of a conflict of interest situation, and, unless she has the prior written consent of the Employer, which consent shall not be unreasonably withheld, she shall not engage in any occupation, business or outside activity, whether or not she receives compensation, without limitation:
 - (i) that interferes with or appears to interfere with the discharge of her duties and responsibilities under this Agreement;
 - (ii) in which she has an advantage derived from his employment under this Agreement;
 - (iii) in which her work would otherwise constitute employment for another person or entity; or
 - (iv) in a professional capacity that will, or is likely to influence or affect the carrying out of her duties and responsibilities under this Agreement.

6. **GENERAL**

(a) Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the employment and appointment of the Executive and any or all previous representations, agreements, written or oral, expressed or implied, between the parties or on their behalf, relating to the employment and appointment of the Executive by the Employer, are terminated and cancelled and each of the parties releases and forever discharges the other from all actions, causes of action, claims and demands whatsoever, under or in respect to any previous agreements. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, expressed or implied between the parties other than as expressly set forth in this Agreement.

(b) Section and Headings

The division of this Agreement into Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) Severability

In the event any provision 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. It is understood and agreed that all provisions of this Agreement are subject to the minimum requirements of the ESA, such that if an employment standard as defined in the ESA provides for a greater right or benefit than any provision of this Agreement, then the Executive will instead just be provided with her minimum entitlements under the ESA in lieu of her entitlements under this Agreement.

(d) Waiver, Modification, Cancellation of Agreement

Any waiver modification or cancellation to this Agreement must be in writing and signed by the parties or shall have no effect and shall be void.

(e) Notices

- (i) Any notice, request, demand or other formal communication required to be given to the Executive shall be in writing and shall be sufficiently given if delivered to the Executive personally or mailed by registered mail to the Executive's last known address on file with the Employer.
- (ii) Any notice, request, demand or other formal communication required to be given to the Employer shall be in writing and shall be sufficiently given if delivered personally to the Chair of the Board or if mailed by registered mail to the Chair of the Board at the Employer's head office.

- (i) Any notice given by registered mail shall be deemed to have been received on the third business day (excluding Saturday, Sunday and statutory holidays) following the date of mailing and any notice given by personal delivery shall be deemed to have been received at the time of delivery.

(f) Governing Law and Attornment

This Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Ontario and the parties hereby attorn to the courts of Ontario.

(g) Independent Legal Advice

The Executive acknowledges that she has read, understood and agrees to the terms of employment as set out in this Agreement. The Executive further acknowledges that the terms of this Agreement are fair and reasonable and that she has had independent legal advice or the opportunity to obtain independent legal advice prior to the signing of this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

Joanne Bezzubetz
Joanne Bezzubetz

July 27 / 18
Date

Abbie Wharton
Witness

July 27 2018
Date

ROYAL OTTAWA HEALTH CARE GROUP

Per: 

I have authority to bind the Corporation

July 27 2018
Date



Services de santé
Royal Ottawa
Health Care Group

PERSONAL & CONFIDENTIAL

December 29, 2007

Mr. Cal Crocker
[REDACTED]
[REDACTED]

Dear Cal:

Further to our recent discussions, we are pleased to offer you employment as Vice President, Finance and Corporate Services, Royal Ottawa Health Care Group (ROHCG). As we discussed we understand that you have committed to work for the ROHCG for a minimum of three years. Your permanent duties will commence no later than February 4, 2008. You are to report to work either the week of January 14th or the week of January 21st, 2008 in order to familiarize yourself with the senior team and provide for the orderly transition to your new role.

The following sets out the terms and conditions of your employment:

1. Your base salary for the period ending March 31, 2009 will be \$150,000. You shall be eligible to receive an annual bonus of up to \$19,000 for the period April 1, 2008 to March 31, 2009 dependent on your performance against annual objectives which shall be set during the first few months of your employment. The bonus shall be calculated in and around April 2009 and will be payable shortly thereafter. If your employment has been terminated prior to the date of payment, you will receive consideration for a prorated bonus for the time you were an employee. No terminated employee is entitled to receive a prorated bonus payment for either the notice period or time equivalent severance period.

2 (a)

Your base salary for the period commencing April 1, 2009 will be \$190,000. You shall be eligible to receive an annual bonus of up to 10% of your base salary for each fiscal year commencing April 1, 2009. The bonus will be dependent on your performance against annual objectives which shall be set during the first few months of each fiscal year. The bonus shall be calculated in and

Centre de santé mentale
Royal Ottawa
Mental Health Centre

Centre de santé mentale
Brockville
Mental Health Centre

Place
Royal Ottawa
Place

Fondation de santé mentale
Royal Ottawa
Foundation for Mental Health

University of Ottawa
Institute of Mental
Health Research

Institut de recherche
en santé mentale
de l'Université d'Ottawa

around April after the end of the fiscal year and will be payable shortly thereafter. If your employment has been terminated prior to the date of payment, you will receive consideration for a prorated bonus for the time you were an employee. No terminated employee is entitled to receive a pro-rated bonus payment for either the notice period or time equivalent severance period.

2(b)

You will be entitled to cost of living increases provided to the Leadership Team of the ROHCG effective for April 1, 2009 onward.

3. You shall be entitled to five (5) weeks paid vacation earned during each year of employment to be taken during your next year of employment.
4. You will be reimbursed for reasonable costs associated with moving to Ottawa, including real estate and legal fees, and temporary housing costs in Ottawa, to a maximum of \$45,000 upon presentation of proper receipts.
5. As with all employees of the ROHCG you are governed by and required to observe and comply with all ROHCG policies and procedures.
6. You will be eligible to participate in the benefits available for employees of the ROHCG, as summarized in Schedule A attached. The ROHCG agrees to waive any waiting period with respect to health and dental coverage. To the extent that this letter contains benefits more favourable than Schedule A, the terms of this letter shall prevail.
7. The ROHCG shall provide you with parking at the Carling Avenue and at the Brockville, Ontario site, as required, without charge.
8. The ROHCG shall pay for professional membership dues in the Society of Management Accountants, Canadian College of Health Service Executives, Financial Executives International and any other organization in which the CEO requires your participation.
9. You represent and warrant to the ROHCG that you have the required skills, qualifications and experience to perform the duties and exercise the responsibilities required as VP, Finance and Corporate Services, as have been outlined during the recruitment process. In carrying out these duties and responsibilities, you

shall comply with all lawful and reasonable instructions given by the President and Chief Executive Officer.

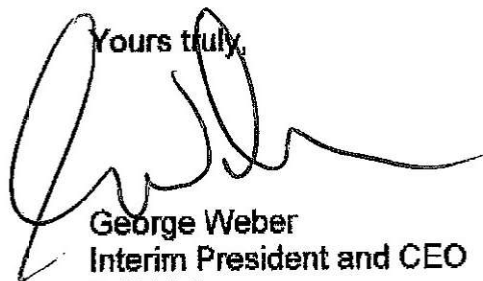
10. You shall well and faithfully serve the ROHCG and use your best efforts to promote the interests thereof and shall not disclose the private affairs, trade secrets of the ROHCG or any information you may acquire in relation to the ROHCG's business to any person other than the President and Chief Executive Officer and any other person or Committee as may be required by law or permitted by the President and Chief Executive Officer, or for any purposes other than those of the ROHCG.
11. You shall have no private interest that would, either directly or indirectly be affected significantly or particularly by actions of the ROHCG, whether you participate in those actions or not, without the prior written consent of the Board. You shall arrange your private affairs in a manner that will prevent real, potential or apparent conflicts of interest from arising, but if such a conflict does arise between your private interests and your official duties and responsibilities as an employee of the ROHCG, the conflict shall be resolved in favour of the interests of the ROHCG.
12. Your employment may be terminated by the ROHCG for cause, including any material breach of this employment agreement, without notice or payment in lieu of notice.
13. At any time your employment may be terminated by the ROHCG without cause upon giving written notice of termination or providing a lump sum payment in lieu of notice in which case your employment shall terminate immediately, as follows:
 - (a) equal to six months base salary if your employment is terminated during the first 12 months of employment;
 - (b) equal to 12 months base salary if your employment is terminated after the first 12 months of employment but before 24 months of continuous employment; and
 - (c) equal to 12 months base salary, plus one additional month of base salary for each completed year of service after 24 months of continuous employment, but not exceeding 24 months in total.
14. You agree to provide the ROHCG with 3 month's written notice in the event you decide to resign and terminate your employment.

15. As VP Finance & Corporate Services you shall maintain confidentiality with respect to information that you receive in the course of your employment and not disclose any such information. As VP Finance & Corporate Services you shall not, either during the term of employment or thereafter, use or permit the use of any information of or relating to the ROHCG in connection with any activity or business and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of your duties or as may be required by law or legal process.
16. The terms and conditions of your employment with the ROHCG are set forth in this agreement and its attachments, and there are no other terms and conditions of your employment or representations or promises made with respect to your employment which are relied upon by you, other than that as set forth herein.
17. Except as otherwise specifically provided, the terms and conditions of your employment may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall be presented in writing and signed the President and CEO.

Cal, I welcome you to the ROHCG. I trust you will enjoy working with our organization and share our vision of excellence, our dedication to quality patient care, and a commitment to research and education.

Please indicate your acceptance of this offer by signing and returning a copy of this letter no later than December 31, 2007. This offer is open for your acceptance to 5 p.m. December 31, 2007.

Yours truly,



George Weber
Interim President and CEO
ROHCG

I have read and accept this offer and the conditions contained herein.





Services de santé
Royal Ottawa
Health Care Group

Centre de santé mentale
Royal Ottawa
Mental Health Centre

Centre de santé mentale
Brockville
Mental Health Centre

Place
Royal Ottawa
Place

Fondation de santé mentale
Royal Ottawa
Foundation for Mental Health

University of Ottawa
Institute of Mental
Health Research

Institut de recherche
en santé mentale
de l'Université d'Ottawa

PERSONAL & CONFIDENTIAL

July 1, 2010

Mr. C. Crocker
[REDACTED]
[REDACTED]

Dear Cal:

Re: Promotion to Senior Vice President & Chief Financial Officer
from Vice President, Finance & Corporate Services

The following changes are made to your employment contract, dated December 29, 2007:

- i) you are promoted to Senior Vice President & Chief Financial Officer from your previous role as Vice President Finance & Corporate Services effective July 1, 2010
- ii) your base salary, commencing July 1, 2010 is \$240,484.14

All other terms and conditions remain as per the contract dated December 29, 2007.

Sincerely,

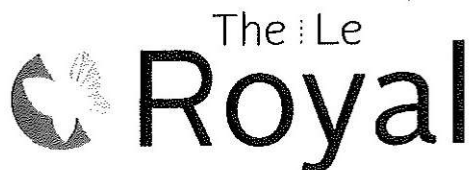

George Weber
President & Chief Executive Officer

Encl. – Employment Contract dated December 29, 2007

/db

1145, avenue Carling Avenue, Ottawa (Ontario) K1Z 7K4 T. 613.722.6521 www.rohcg-ssro.on.ca

Mental health and well-being for all • La santé mentale et le mieux-être pour chacun



Mental Health - Care & Research
Santé mentale - Soins et recherche

MEMO

To: Cal Crocker, Chief Operations Officer and CFO

From: Joanne Bezzubetz, President and CEO

Re: Salary Adjustment

Date: January 18, 2019

I am pleased to advise that your salary will be increased from \$240,484 to \$260,800, based on your increased responsibilities related to restructuring. Your incentive component will remain at 10% of your base salary.

This adjustment is effective January 1, 2019.

Thank you for your support.

Sincerely,

Joanne Bezzubetz
President and CEO

cc: R. Lashley – Human Resources

May 2, 2019

Ms. Esther Millar
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Ms. Millar:

On behalf of the Royal Ottawa Health Care Group (ROHCG), I am pleased to offer you the position of Vice President, Patient Care Services, Professional Practice and Chief Nurse Executive. This appointment will be effective on a mutually agreeable date and is for a period of 5 years with the option of an additional term to be negotiated by the parties in the last six months prior to the expiry of the current term. Should the ROHCG not wish to enter into an additional term, the ROHCG will provide you with twelve (12) months working notice beginning at the time the ROHCG advises you that there will not be an additional term. In this situation, the termination without cause (as set out in the "Termination" Clause of this agreement) will apply.

SALARY

Your base salary will be \$169,650.00 per annum. Any future increase is subject to constraints imposed by applicable laws.

PERFORMANCE INCENTIVES

In addition to your base salary, and subject to certain conditions, you will be eligible to receive an annual Incentive with a maximum potential payout of 10%. Any future increases is subject to constraints imposed by applicable laws.

ON-CALL ALLOWANCE

You will receive an on-call allowance of \$2,400.00 per annum, paid quarterly.

VACATION

You will receive 6 weeks of annual vacation leave per vacation year. Your vacation leave will be pro-rated during your first vacation year.

PRIVATE VEHICLE ALLOWANCE

The ROHCG will reimburse you at the corporate rate of 0.45 cents/km based on your actual use of your private vehicle on ROHCG business and this allowance will be administered through your expense claims as per the Corporate Policy.

MOVING EXPENSES

The ROHCG will reimburse you for reasonable moving expenses including temporary living expenses to a maximum of \$10,000 to relocate from New Liskeard to the Brockville area. Original invoices must support all expenses. A 5-year return in service will be required.

PENSION

You will be a member of the Hospitals of Ontario Pension Plan.

PARKING

As part of your benefits package, the monthly parking expenses at the Royal Ottawa Mental Health Centre will be covered by the ROHCG.

BENEFITS

You will receive the ROHCG benefits package as applicable to all employees, which consists of group life insurance, accidental death and dismemberment insurance, extended health care, dental, 28 days of sick leave, short-term disability and long-term disability. A Benefit Summary sheet is attached for your review.

RESPONSIBILITIES

You represent and warrant to the ROHCG that you have the required skills, qualifications and experience to perform the duties and exercise the responsibilities required as Vice-President, Patient Care Services, Professional Practice and Chief Nurse Executive as have been outlined during the recruitment process. In carrying out these duties and responsibilities, you shall comply with all lawful and reasonable instructions given by the President and Chief Executive Officer.

You shall well and faithfully service the ROHCG and use your best efforts to promote the interests thereof and shall not disclose the private affairs, trade secrets of the ROHCG's business to any person other than the President and Chief Executive Officer and the Executive Management Team, or for any purposes other than those of the ROHCG.

You will be required to present a copy of your Masters of Business Administration degree and your current nursing registration to Human Resources prior to your commencement as Vice-President, Patient Care Services, Professional Practice and Chief Nurse Executive.

POLICIES AND PROCEDURES

As with all employees of the ROHCG, you are governed by and required to observe and comply with all ROHCG policies and procedures.

POLICE RECORDS CHECK

You will be required to present an original clear Vulnerable Sector Police Records Check, completed within the last (6) months, which is satisfactory to The ROHCG prior to your commencement as Vice-President, Patient Care Services, Professional Practice and Chief Nurse Executive.

OCCUPATIONAL HEALTH AND SAFETY FIT ASSESSMENT

You will be required to complete of a mandatory Occupational Health and Safety 'fit to work' assessment prior to your commencement in this position. You will be required to provide an up-to-date Immunization Record and participate in a two-step Tuberculosis screening test. Please advise Occupational Health and Safety if you require any form of accommodation. The Royal will attempt to accommodate up to the point of undue hardship.

CONFLICT OF INTEREST

You shall have no private interest that would, either directly or indirectly be affected significantly or particularly by actions of the ROHCG, whether you participate in those actions or not, without the prior written consent of the President and Chief Executive Officer. You shall arrange your private affairs in a manner that will prevent real, potential or apparent conflicts of interest from arising, but if such conflict does arise between your private interests and your official duties and responsibilities as an employee of the ROHCG, the conflict shall be resolved in favor of the interests of the ROHCG.

TERMINATION

You agree that if the ROHCG terminates your contract for cause prior to its expiry, you will not be entitled to a notice period or payment in lieu of such notice period.

At any time, your contract may be terminated by the ROHCG without cause upon giving written notice of termination or providing a lump sum payment in lieu of notice in which case your contract shall terminate immediately, as follows:

- a) Termination within the first 12 months is equivalent to 9 months of salary and continuance of benefits and pension contribution; and
- b) Termination after 12 months, payment will increase by 1 month for each 12 months of service, up to a maximum of 18 months in total.

NOTICE

You agree to provide the ROHCG with 3 months written notice in the event you decide to resign and terminate your contract.

CONFIDENTIALITY

You shall maintain confidentiality with respect to information that you receive in the course of your contract and not disclose any such information. As Vice President, Patient Care Services, Professional Practice and Chief Nurse Executive, you shall not, either during the term of your contract or thereafter, use or permit the use of any information of or relating to the ROHCG in connection with any activity or business and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of your duties or as may be required by law or legal process.

GOVERNING LAW AND ATTORNMEN

The Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Ontario and the parties hereby at torn to the courts of Ontario.

INDEPENDENT LEGAL ADVICE

You acknowledge that you have read, understood and agree to the terms of employment as set out in this Agreement. You further acknowledge that the terms of this Agreement are fair and reasonable and that you have had independent legal advice or the opportunity to obtain independent legal advice prior to the signing of this Agreement.

TERMS AND CONDITIONS

The terms and conditions with the ROHCG are set forth in this offer, and there are no other terms and conditions of your contract or representations or promises made with respect to your contract which is relied upon by you, other than that as set forth herein.

Except as otherwise specifically provided, the terms and conditions of your contract maybe amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall be presented in writing and signed by the President and Chief Executive Officer.

Should you have any questions regarding the terms and conditions or benefits outlined in the letter, please do not hesitate to contact myself or Cal Crocker, Chief Operating Officer and Chief Financial Officer at 613-722-6521 extension 6379.

Please indicate your acceptance of this offer by signing and returning a copy of this letter by May 6, 2019.

We are looking forward to working with you in your new role.


Sincerely,

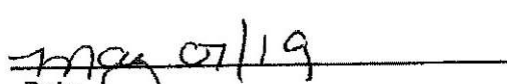


Joanne Bezzubetz
President and Chief Executive Officer
Royal Ottawa Health Care Group.

Cc: HR employee file

Please complete this portion:
I have read and accept the offer as stated.


Signature


Date

April 30, 2019

Dr. Susan Farrell
[REDACTED]
[REDACTED]
[REDACTED]

Dear Dr. Farrell:

Re: Revised Offer Letter

On behalf of the Royal Ottawa Health Care Group (ROHCG), I am pleased to offer you the position of Vice President, Patient Care Services and Community Mental Health. This appointment will be effective on a mutually agreeable date and is for a period of 5 years with the option of additional five year terms to be negotiated by the parties in the last six months prior to the expiry of each five year term. Should the ROHCG not wish to enter into an additional term, the ROHCG will provide you with twelve (12) months working notice beginning at the time the ROHCG advises you that there will not be an additional term. In this situation, the termination without cause (as set out in the "Termination" Clause of this agreement) will apply.

SALARY

Your base salary will be \$170,600.00 per annum. Any future increase is subject to constraints imposed by applicable laws.

PERFORMANCE INCENTIVES

In addition to your base salary, and subject to certain conditions, you will be eligible to receive an annual incentive with a maximum potential payout of 10%. Any future increases is subject to constraints imposed by applicable laws.

ON-CALL ALLOWANCE

You will receive an on-call allowance of \$2,400.00 per annum, paid quarterly.

VACATION

You will maintain your current 5 weeks of annual vacation leave per vacation year. Upon completion of 20 years of service with the ROHCG, you will receive 6 weeks of annual vacation leave per year.

in-residence requirement for the program. As discussed with you a 5-year return in service will be required commencing upon completion of the program.

ON GOING ACADEMIC ACTIVITIES

Your taking the Vice-President, Patient Care Services & Community Mental position will not preclude you from remaining engaged in academic activities and being involved in clinical training. These additional activities are not expected to exceed 0.1 FTE.

CONFLICT OF INTEREST

You shall have no private interest that would, either directly or indirectly be affected significantly or particularly by actions of the ROHCG, whether you participate in those actions or not, without the prior written consent of the President and Chief Executive Officer. You shall arrange your private affairs in a manner that will prevent real, potential or apparent conflicts of interest from arising, but if such conflict does arise between your private interests and your official duties and responsibilities as an employee of the ROHCG, the conflict shall be resolved in favor of the interests of the ROHCG.

TERMINATION

You agree that if the ROHCG terminates your contract for cause prior to its expiry, you will not be entitled to a notice period or payment in lieu of such notice period.

At any time, your contract may be terminated by the ROHCG without cause upon giving written notice of termination or providing a lump sum payment in lieu of notice in which case your contract shall terminate immediately, as follows:

Termination anytime during this five-year contract, you will receive payment of up to a maximum of 18 months of salary continuance and continuance of benefits and pension contribution.

NOTICE

You agree to provide the ROHCG with 3 months written notice in the event you decide to resign and terminate your contract.

CONFIDENTIALITY

You shall maintain confidentiality with respect to information that you receive in the course of your contract and not disclose any such information. As Vice President, Patient Care Services and Community Mental Health, you shall not, either during the term of your contract or thereafter, use or permit the use of any information of or relating to the ROHCG in connection with any activity or business and shall not divulge such information to any person, firm, or corporation whatsoever, except as may be necessary in the performance of your duties or as may be required by law or legal process.

GOVERNING LAW AND ATTORNMENT

The Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Ontario and the parties hereby at torn to the courts of Ontario.

INDEPENDENT LEGAL ADVICE

You acknowledge that you have read, understood and agree to the terms of employment as set out in this Agreement. You further acknowledge that the terms of this Agreement are fair and reasonable and that you have had independent legal advice or the opportunity to obtain independent legal advice prior to the signing of this Agreement.

TERMS AND CONDITIONS

The terms and conditions with the ROHCG are set forth in this offer, and there are no other terms and conditions of your contract or representations or promises made with respect to your contract which is relied upon by you, other than that as set forth herein.

Except as otherwise specifically provided, the terms and conditions of your contract maybe amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective it shall be presented in writing and signed by the President and Chief Executive Officer.

Should you have any questions regarding the terms and conditions or benefits outlined in the letter, please do not hesitate to contact myself or Cal Crocker, Chief Operating Officer and Chief Financial Officer at 613-722-6521 extension 6379.

Please indicate your acceptance of this offer by signing and returning a copy of this letter by May 2, 2019.

We are looking forward to working with you in your new role.

Sincerely,



per: Joanne Bezzubetz
President and Chief Executive Officer
Royal Ottawa Health Care Group.

Cc: HR employee file

Please complete this portion:
I have read and accept the offer as stated.


Signature

April 30, 2019
Date