



## Executive Job Description

### VICE-PRESIDENT, FINANCE AND CORPORATE SERVICES

#### Position Summary

Reporting to the Hospital CEO, the Vice-President of Finance and Corporate Services is accountable for the hospital's financial management and reporting, support service operations, administrative functions, human resource management, as well as IT/IS planning and coordination. The titular ensures that the hospital has the financial, technical and physical resources needed to deliver on the strategic plans. The Vice-President has a strong working relationship with the Clinical Vice-presidents and collaborates closely with the Policy and Planning Committee of the Board.

#### Scope of Service

##### Administration

The Vice-President provides visible leadership for organizational programs and services that integrate HGH's mission and values with the Hospital's strategic and operating plans. The following are typical, although not an all inclusive list of accountabilities inherent to this position.

- Directs strategy and deploys resources to achieve financial and operational efficiencies, effectiveness, sustainability and improved outcomes, ensuring hospital funding is protected and maximized.
  - Leads the development and communication of the financial strategy for the hospital, including funding and forecasting frameworks and tools, and oversees their development and use.
  - Oversees financial and compliance functions such as financial reporting and accounting.
  - Stewards management information and documentation, organizational assets and public funds.
  - Manages the budget process and collaborates with delivery functions to ensure that the hospital's funding is spent effectively across the organization.

- Collaborates with senior leaders to put in place evaluation measures for the hospital's fiscal strategy.
- Oversees the cost and efficiency of operations to achieve budget goals.
- Drives innovation throughout the financial and corporate service functions to achieve cost savings and increased efficiencies.
- Identifies and directs outsourcing efforts, seeking efficiencies in operational areas as well as opportunity for outsourcing or shared service models.
- Implements a risk management framework to identify and evaluate risks and how they should be handled across the organization, including finance, IT, HR/talent, property/premises, legal and procurement.
- Accountability for general Human Resources Administration including recruitment and employee relations, HR office management, personnel planning and coordination, as well as special HR-oriented projects.
  - Addresses any regulatory/compliance/audit requirements.
  - Oversees HR administration functions to optimize benefits and direct labour expenses while ensuring efficient delivery of HR programs.
  - Leads peer-to-peer relationships with Champlain LHIN Region.
  - Ensures alignment with peers on programs, including compensation, staffing structures and system integration.
- Oversees the implementation of the IT/IS plans, methodologies and processes across the organization, ensuring collaboration with program areas and appropriate support to achieve information requirements.
- Accountable for planning and deployment of IT infrastructure and all corporate IT functions, including capital-intensive IT initiatives i.e. portal, clinical and corporate services system.
- Establishes strategic partnership/alliance for integrated planning and delivery of IT/IS services.
- Accountable for all of Hospital Material Management systems and processes, including site and space management.
- Directs Capital Resource Planning, procurement and infrastructure maintenance.
- Proactively manages relationship with and liaise with the Board and assists the CEO as needed.
  - Provides the Board with financial and operational input, reporting and support.
  - Supports the CEO in managing organizational effectiveness and driving performance.

**Essential Job Functions**

1. Participates as full member of the Leadership Team in planning, leading, organizing, implementing and evaluating various operating functions and processes essential for organizational success.
2. Facilitates the ongoing improvement of work processes to meet customer needs and position the organization for long-term success.
3. Demonstrates understanding of the Hospital's mission and values and their impact on leadership practices. Supports/encourages employee involvement in processes that improve their work.
4. Develops knowledge and expertise of trends and developments in the healthcare industry to facilitate growth of management and staff.
5. Maintains level of visibility and accessibility to support the development of the leadership role.
6. Acts as internal "change agent" influencing change to support quality (leadership) management environments, influencing manager-to-leader professional development.
7. Models fiscal responsibility by cost effective leadership of resources consistent with hospital and system goals and objectives.
8. Responsible for maintaining structures and processes to facilitate both vertical and horizontal communication in a timely manner.
9. Collaborates with medical staff, clinical leadership and other necessary individuals to identify opportunities and successfully address issues in assigned areas.
10. Contributes to Hospital policy formulation through active involvement with Hospital departments, various task forces, committees and work groups.
11. Uses research in decision-making to maintain high quality, cost effective care.
12. Collaborates with other executives in the organization in making decisions about health care services, settings, and organizational priorities.
13. Pursues initiatives to maintain the Hospital's reputation and recognition for compassion and innovation.

**Specific Skills**

1. Sets and meets well-articulated individual and team expectations for high performance.
2. Coaches subordinates and personally responds well to ambiguity, uncertainty and change.
3. Mobilizes people around organizational objectives.
4. Anticipates and resolves conflict to create better solutions.
5. Encourages people to speak their minds and express their feelings and ideas without fear.
6. Solves problems by bringing information and people together, setting up timetables and taking actions.
7. Handles underperformance, difficult, or tense situations directly and with diplomacy and tact.
8. Takes personal initiatives to support the organization's directions and decisions.

**Physical and Mental Requirements**

1. Eighty percent of day is spent sitting with back support for one to two hours at a time, intermittent standing and walking to all areas of the hospital.
2. Ability to manage stress related to complex issues and handling multiple projects/priorities.
3. Ability to manage multiple projects and priorities and the stress associated with balancing those projects and corresponding deadlines.
4. Must use logical reasoning principles and sound judgment to arrive at solutions for work related problems some of which are abstract and for which no established procedures exists.
5. Builds and maintains effective interpersonal relationships with internal and external customers.

6. Develops innovative and creative strategies/solutions with limited resources.
7. Must be capable of analyzing issues and data for hospital wide impact and long-range effect.

### Position Relationships

<b>Reports to:</b>	Chief Executive Officer
<b>Supervises:</b>	Director, Financial Services & Decision Support Director, Human Resources Director, Materiel Management Director, Plant Operations Director, MIS Administrative Assistant
<b>Collaborates with:</b>	Other vice-presidents, Chief of Staff, Chiefs of Medical Departments

### Position Qualifications

#### Education

- A post-graduate university degree in Finance, Business Administration or related field.

#### Experience

- Five years experience in a senior level position, preferably in the public sector or broader public sector.
- Experience working with Boards of Directors and knowledge of governance requirements.
- Demonstrated leadership and management experience.
- Excellent technical skills (Microsoft Office products, accounting and ERP software and tools, and new technologies).

#### Professional Certification

- Current certification in Financial Management (CMA, CGA, CA).

#### Other knowledge/Skills/Abilities

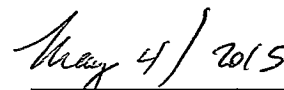
- Demonstrated ability to manage complex initiatives and system changes.
- Demonstrated behavior that supports the Hospital's mission, vision and values.
- Excellent interpersonal and communication skills.

- Ability to conduct feasibility studies and cost/benefit realization analysis.
- Strong business acumen, qualitative and quantitative assessment skills.
- Excellent critical thinking skills.
- Familiarity with The Public Hospitals Act and legislation governing health care.
- Knowledge and operation of office based systems.
- Bilingual (French/English).

Accepted by:

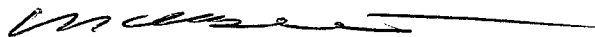


Vice-President, Finance and Corporate Services



Date

Approved by:



Chief Executive Officer



Date

2015-03-30

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## Description de poste de direction

### VICE-PRÉSIDENT, FINANCES ET SERVICES CORPORATIFS

#### Aperçu

Se rapportant au directeur général, le vice-président, finances et services corporatifs est redevable quant à la gestion financière et à la production des rapports financiers, aux opérations du service de soutien, aux fonctions administratives, à la gestion des ressources humaines, ainsi qu'à la planification et à la coordination de la technologie de l'information et des systèmes d'information. Il s'assure que l'hôpital bénéficie des ressources financières, techniques et physiques pour concrétiser les plans stratégiques dont il s'est doté. Il entretient une relation de travail dynamique avec les vice-présidents des secteurs cliniques et il collabore étroitement avec le comité des politiques et de la planification du Conseil.

#### Éventail des responsabilités

##### Administration

Le vice-président fait preuve d'un leadership manifeste en ce qui a trait aux programmes et aux services organisationnels qui arriment la mission et les valeurs de l'HGH à ses plans stratégique et opérationnel. Ce qui suit représente les responsabilités typiques, non pas toutes les responsabilités, dont doit s'acquitter le vice-président.

- Assure la direction stratégique et déploie les ressources afin d'atteindre l'efficacité, l'efficience, la viabilité et l'amélioration des résultats financiers et opérationnels visés, assurant ainsi la protection et l'optimisation du financement de l'hôpital.
  - Mène le développement et la communication de la stratégie financière de l'hôpital, notamment le financement, les cadres de prévision financière ainsi que les outils et supervise le progrès et l'utilisation de ceux-ci.
  - Supervise les fonctions financières et la conformité de celles-ci, notamment la production des rapports financiers et la comptabilité.
  - Veille à l'information et à la documentation qui ont trait à la gestion, aux atouts organisationnels et au financement public.

- Gère le processus derrière la réalisation du budget et collabore avec les secteurs opérationnels pour assurer l'allocation appropriée du financement à travers l'organisation.
  - Collabore avec l'Équipe de leadership pour implanter des mesures d'évaluation quant à la stratégie fiscale de l'hôpital.
  - Supervise la rentabilité et l'efficacité de l'exploitation vers l'atteinte des projections budgétaires.
  - Assure l'innovation à travers les fonctions des services financiers et corporatifs afin d'accroître la rentabilité et l'efficacité.
  - Identifie et dirige des entreprises d'impartition, cherchant l'efficacité dans les secteurs opérationnels ainsi que l'opportunité de procéder à l'impartition ou à un modèle de service partagé.
  - Implante un cadre de mise en œuvre voué à la gestion du risque afin d'identifier et d'évaluer les risques et de déterminer la façon appropriée de composer avec ceux-ci, et ce, à travers l'organisation, ce qui inclut les finances, la technologie de l'information, les ressources humaines, les installations et les services juridiques et l'approvisionnement.
- Assume la redevabilité en ce qui a trait à l'administration générale des ressources humaines, notamment en matière de recrutement et de relations de travail, de gestion administrative des ressources humaines, de planification et de coordination du personnel, ainsi que de projets particuliers axés sur les ressources humaines.
    - Aborde toute exigence liée à la réglementation, à la conformité et à la vérification.
    - Supervise les fonctions de l'administration des ressources humaines dans le but d'optimiser les bénéfices et de diriger les dépenses en matière de main-d'œuvre, tout en assurant la prestation efficace des programmes qui relèvent des ressources humaines.
    - Mène les relations avec ses homologues au sein de la région du RLISS de Champlain.
    - Assure un alignement avec les homologues quant aux programmes, notamment l'indemnisation, la structure du personnel et l'intégration des systèmes.
  - Supervise l'implantation de plans, de méthodes et de processus à travers l'organisation en matière de technologie de l'information et de système d'information, assurant de fait la collaboration avec les programmes et le soutien approprié pour rencontrer les exigences en matière d'information.
  - Assume la redevabilité quant à la planification et au déploiement de l'infrastructure qui sous-tend la technologie de l'information et de toutes les fonctions corporatives en matière de technologie de l'information, notamment des initiatives à investissement élevé, tel un portail ou des systèmes spécifiques.



- Établit des partenariats et des alliances stratégiques quant à la planification et à la prestation intégrées de services de technologie de l'information et de système d'information.
- Assume la redevabilité en ce qui a trait aux systèmes et aux processus qui relèvent de la gestion du matériel de l'hôpital, notamment la gestion des installations.
- Dirige la planification des ressources en capital, l'approvisionnement et l'entretien des infrastructures.
- Gère de façon proactive la relation avec le Conseil d'administration et appuie le directeur général lorsque l'exige la situation.
  - Fournit au Conseil d'administration son avis éclairé, ses rapports d'analyse et son appui en matière de finances et d'exploitation.
  - Appuie le directeur général dans la gestion de l'efficacité organisationnelle et dans l'optimisation du rendement.

### **Fonctions essentielles liées au poste**

1. En tant que membre à part entière du Comité de leadership, participe à la planification, à la direction, à l'organisation, à l'implantation et à l'évaluation des fonctions qui sont mises en œuvre et des processus variés, qui s'avèrent tous essentiels à la réussite de l'organisation.
2. Facilite l'amélioration continue des processus qui règlent le travail par lequel on répond aux besoins des clients et on dispose l'organisation à la réussite à long terme.
3. Comprend manifestement la mission et les valeurs qui sous-tendent l'hôpital et l'impact qu'ont celles-ci sur les pratiques qui concrétisent le leadership. Appuie et encourage l'implication de l'employé au sein des processus qui ont pour but l'amélioration du travail.
4. Développe la connaissance et l'expertise des tendances et des développements dans le domaine des soins de santé pour faciliter la croissance des gestionnaires et du personnel.
5. Préserve la visibilité et l'accessibilité qui s'imposent pour appuyer le développement d'un rôle de leadership.
6. Tient lieu, à l'interne, d'agent du changement, en influençant de fait les ajustements qui s'imposent pour appuyer des environnements au sein desquels règne une

gestion de qualité et en soutenant le développement professionnel des gestionnaires.

7. S'acquitte de la responsabilité fiscale en arrimant un leadership rentable des ressources aux buts et aux objectifs de l'hôpital.
8. Assure la mise à jour des structures et des processus pour faciliter la communication, selon l'axe vertical comme selon l'axe horizontal, et ce, avec synchronisme.
9. Collabore avec le personnel médical, les leaders cliniques et les autres individus qui s'avèrent nécessaires à l'identification des opportunités et à la réussite dans le fait d'aborder les enjeux que comportent les domaines respectifs.
10. Contribue à la formulation de la politique de l'hôpital par le biais d'une implication active au sein des départements, des forces attitrées, des comités et des groupes de travail variés.
11. Utilise la recherche dans ce qui a trait à la prise de décision afin de préserver la prestation des soins qui sont de qualité supérieure et qui s'avèrent rentables.
12. Collabore avec les autres directeurs qui œuvrent au sein de l'organisation quant à la prise de décision en ce qui concerne les soins de santé, le cadre et les priorités organisationnelles.
13. Fait preuve d'initiative dans la préservation de la réputation dont jouit l'hôpital et dans la reconnaissance qu'on lui voue pour la compassion et l'innovation qu'elle manifeste.

### **Habiletés particulières**

1. Établit et concrétise des attentes qui sont bien articulées, autant pour les individus que pour les équipes, en matière de rendement.
2. Forme ses subalternes quant à la façon de composer convenablement avec l'ambiguïté, l'incertitude et le changement.
3. Mobilise les individus autour des objectifs organisationnels.
4. Anticipe et résout les conflits, tout en parvenant à de meilleures solutions.
5. Encourage les individus à exprimer leurs idées sans crainte.

6. Résout les problèmes en amenant les individus à s'informer, en établissant un échéancier et en intervenant.
7. Compose directement, de façon efficace, avec tact et de façon diplomate avec le rendement en dessous des normes et les situations difficiles et tendues.
8. Fait personnellement preuve d'initiative dans l'appui des directions et des décisions que prend l'organisation.

### Exigences physiques et mentales

1. Peut composer avec une journée typique : les quatre-vingts pour cent se déroulent en position assise, avec soutien dorsal, pour des durées d'entre une et deux heures, en stations debout intermittentes et en marchant à travers l'hôpital entier.
2. Fait preuve d'une aptitude dans la gestion du stress qui découle d'enjeux complexes, et compose avec des projets et des priorités multiples en respectant l'échéance qui règle chacun de ceux-ci.
3. Est capable de gérer simultanément plusieurs projets et priorités, de composer avec le stress et à équilibrer les exigences des projets et les échéanciers.
4. Manifeste l'utilisation de principes logiques dans son raisonnement et d'une justesse dans la résolution des problèmes qui ont trait au travail, dont certains sont abstraits et ne s'inscrivent sous aucune procédure qui ait préalablement été établie.
5. Concrétise et préserve des relations interpersonnelles dynamiques et constructives avec les clients internes et externes.
6. Développe des stratégies et des solutions innovatrices et créatives, et ce, à partir de ressources restreintes.
7. Fait preuve d'une aptitude dans l'analyse des enjeux et des données qui ont un impact à l'échelle de l'hôpital et qui peuvent avoir un effet durable.

### Lien avec les autres postes

**Se rapporte au :** directeur général.

**Supervise :** directeur, services financiers et soutien décisionnel,  
directeur, ressources humaines,

directeur, gestion du matériel,  
directeur, installations physiques,  
directeur, système d'information de gestion,  
adjoint administratif.

**Collabore avec :** autres vice-présidents, médecin-chef, chefs des autres départements médicaux.

## Compétences requises

### Éducation

- Diplômes des études supérieures en sciences commerciales, en finances ou dans un domaine connexe.

### Expérience

- Expérience de cinq ans dans un poste de leadership, de préférence au sein du secteur public ou du secteur public élargi.
- Expérience quant à travailler avec un Conseil d'administration et connaissance des exigences de la gouvernance.
- Leadership manifeste et expérience en matière de gestion.
- Excellentes habiletés techniques, notamment en ce qui a trait aux produits Microsoft Office, au logiciel et aux outils de comptabilité et aux progiciels de gestion intégrés, ainsi qu'aux nouvelles technologies.

### Certification professionnelle

- Certification professionnelle en règle (CMA, CGA, CA)

### Atouts supplémentaires


- Aptitude manifeste dans la gestion d'initiatives complexes et de changements quant au système en place.
- Comportement qui appuie manifestement la mission, la vision et les valeurs de l'HGH.
- Habiletés remarquables en matière de relations interpersonnelles et de communication.
- Aptitude quant à mener des études en matière de faisabilité et des analyses en matière de rentabilité.
- Sens aigu des affaires et habiletés en matière d'évaluation qualitative et d'évaluation quantitative.
- Excellentes habiletés en matière de pensée critique.
- Familiarité avec la Loi sur les hôpitaux publics et la législation qui a trait aux soins de santé.
- Connaissance et utilisation de systèmes de bureautique.

- Fluidité dans les deux langues officielles.

Accepté par :

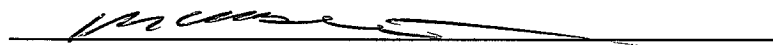


Vice-président, services financiers et corporatifs

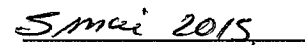


Date

Approuvé par :



Directeur général



Date

2015-03-30

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## EMPLOYMENT AGREEMENT

BETWEEN

HÔPITAL GÉNÉRAL DE HAWKESBURY & DISTRICT GENERAL HOSPITAL (HGH)

("the Employer")

and

MARCEL LECLAIR

("the Executive")

Whereas the **Executive** has been providing management services on a contractual basis for the **Employer** since April 24<sup>th</sup> 2014, most recently occupying the position of Acting **Vice-President, Finance and Corporate Services**;

And whereas the **Employer** requires for the good oversight of its operations, that the said position be filled on a permanent basis, and is offering the **Executive**, full-time employment status in the said position with the current role and title, according to the duties and responsibilities outlined in the job description for the position (Schedule A);

And whereas the **Executive** has agreed that in the context of the **Employer's** current requirements, prudent management dictates that the **Employer** offer employment to the **Executive** on the basis of a defined employment agreement;

Now therefore in consideration of the clauses and covenants contained 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 hold the position and title of **Vice-President, Finance and Corporate Services**, with all managerial and executive duties and responsibilities commensurate with such a position. The **Executive** shall report directly to the Chief Executive Officer (CEO).

#### b. Recognition of Past Years of Service

The **Employer** agrees to employ the **Executive** to work in the said position, with full recognition, of the **Executive's** years of service with his previous employer, from August 31<sup>th</sup> 1999.

**c. Term and Effective Date**

This Employment Agreement ("the Agreement") takes effect on September 1, 2014 (the "Effective Date") at which time it is agreed that the **Executive's** earlier contractual agreement with the **Employer** will be wholly terminated. The **Executive** will be employed pursuant to this Agreement and his employment hereunder shall be from September 1, 2014, unless this Agreement is terminated earlier pursuant to its terms.

**d. Probation Period and Initial Performance Evaluation**

It is understood that the **Executive** will undergo a probationary period of nine (9) months, as is indicated by the requirements and status of the position within the organization. During that period, the **Executive** is expected to demonstrate his competence and ability to reasonably and diligently assume the duties and responsibilities inherent to the position. The CEO will be responsible to proceed with a performance-based evaluation for the period. The **Executive** will be confirmed in his position on the basis of a positive and acceptable evaluation on the part of the **Employer**.

**e. Duties**

As **Vice-President, Finance and Corporate Services**, the **Executive** shall perform all of the duties that may be required of the position, including the responsibilities and accountabilities set out in the **Executive's** job description, attached as Schedule "A", and as the CEO may from time to time direct or as generally described in the **Employer's** bylaws, rules, directives and policies.

In carrying out the duties of her position, the **Executive** shall faithfully serve the **Employer**; use his best efforts to promote the interests of the **Employer**; and throughout the term of his employment, devote his full time and attention to the operations and affairs of the **Employer**.

**f. Executive's Powers**

The **Executive** shall have, subject to the general or specific instructions of the CEO, full power and authority to manage and direct the **Employer's** operations in the specific areas of financial services, material management, support functions, clinical information and general resource management, as well as other areas that may be assigned to his portfolio in the future, including human resources and other corporate services. The **Executive** will have authority to enter into contracts, engagements or commitments, as may be properly delegated by the CEO, according to Board Policies on executive limitations.

**2. COMPENSATION**

**a. Base Salary**

The **Executive** shall receive a base salary of \$173,500.00. during the first year of this Agreement and up to August 31, 2015, in compliance with the laws and regulations of the Province of Ontario pertaining to executive remuneration in the broader public sector. The **Executive's** salary may be increased on the anniversary date of this Agreement, subject to statutory restrictions and the **Employer's** discretion.

**b. Signing bonus**

In consideration of accepting the terms and conditions of this Agreement, The **Executive** shall receive a one-time signing bonus of \$15,000.00. which is to be distributed as follows: \$5,000.00 in the first year of this Agreement; \$5,000.00 in the second year of this Agreement and \$5,000.00 in the third year of this Agreement, with the final instalment to occur on or before September 1 2016.

**c. Performance Bonus**

In addition to his salary, the **Executive** will be eligible to receive an annual incentive payment of (hereinafter referred to as a "performance bonus"). The entitlement to a performance bonus shall be linked to the achievement by the **Executive** of assigned performance targets as set out in the **Employer's** annual Quality Improvement Plan (hereinafter "QIP") and the annual Corporate Priority Plan (hereinafter "CPP"). The maximum performance bonus payable to the **Executive** under this Agreement shall be equivalent to seven (7) percent of the **Executive's** base salary in the first year of this Agreement.

The CEO, with the approval of the Board of Directors, shall determine the amount of performance bonus payable against the criteria set forth annually with the QIP and the CPP.

Payment of the **Executive's** base salary, performance bonus and any other amounts due under this Agreement shall be in accordance with the **Employer's** normal payroll practices and shall be subject to such deductions and withholdings as are necessary and required by law.

**d. Travel by personal car**

In the course of his duties, the **Executive** shall be entitled to claim mileage in accordance with the applicable modalities prescribed by the Employer for this position.

**e. Expenses Incidental to Employment**

The **Executive** shall be entitled to reimbursement for all pre-approved reasonable and necessary expenses (other than expenses related to the use of the personal vehicle for business purposes) incurred in connection with the performance of duties of employment hereunder, in accordance with the policies, rules and directives of the **Employer**, as adopted and amended from time to time. Reimbursement shall be conditional on the **Executive** submitting appropriate documentation substantiating the expenses, all in accordance with the **Employer's** reimbursement policies, rules and directives, as adopted and amended from time to time. Except for minor representation disbursements, expenses must be pre-approved by the CEO in order to be eligible for reimbursement.

**3. BENEFITS**

**a. Group Benefits**

The **Executive** will participate in the Group Benefits and Sick Leave plans applicable to members of the **Employer's** Leadership Group.

**b. Pension**

The **Executive** will participate in the Healthcare of Ontario Pension Plan (HOOPP).



**c. Vacation**

The **Executive** shall be entitled to six (6) weeks of paid vacation per calendar year. Vacation shall be scheduled in advance and taken at times mutually agreed upon with the CEO, having regard for the efficient operations of the **Employer**. For the purpose of establishing qualifying years of service to determine vacation weeks, the **Employer** has recognized the **Executive's** years of service in his previous employment.

**d. Professional Development**

During working day hours, the **Executive** shall be entitled to attend approved Canadian professional development meetings or conferences and activities with prior approval of the CEO. Attendance at such approved meetings or conferences shall be fully compensated service time and shall not be counted as vacation time. The **Employer** will reimburse the **Executive** for all reasonable costs relating to attendance at approved events. Reimbursement shall be conditional upon the **Executive** submitting supporting documentation attesting to the nature and amount of the expenses, all in accordance with the **Employer's** reimbursement policies, rules and directives, as adopted and amended from time to time.

**e. Professional Association Membership**

The **Employer** accepts to reimburse the **Executive** for annual memberships in professional associations provided such memberships are consistent with the role and function of the **Executive**. The **Executive** accepts to obtain pre-approval from the CEO before claiming for such fees.

**4. PERFORMANCE EVALUATION**

The **Executive's** performance under this Agreement will be reviewed on an annual basis at a time agreed by the **Executive** and the CEO. The annual review shall pertain to the **Executive's** performance over the prior year, taking into account his achievement of overall objectives established by the **Employer** as well as the attainment and completion of the set targets, tasks and expectations established for the year by the CEO for the purposes of determining the **Executive's** entitlement to the performance bonus referenced in section 2c hereof.

**5. TERMINATION OF EMPLOYMENT**

**a. Termination without Cause by the Employer**

Notwithstanding the terms of this Agreement, on the date of the **Executive's** confirmation in his position or thereafter, as referenced in section 1d hereof, the **Employer** may terminate this Agreement, at its absolute discretion, for any reason, by providing the **Executive** with written notice of its desire to terminate the Agreement on a without cause basis. In such circumstances, the **Employer** shall provide the **Executive** with notice or pay in lieu of notice equal to fifteen (15) months' base salary. For greater certainty, the Performance bonus provided for hereunder shall not be included in the calculation of payments for the purposes of this paragraph.

In future years, should the stipulated notice or pay in lieu of notice be insufficient to cover the **Executive's** entitlement to notice under the *Ontario Employment Standards Act, 2000*, it is understood and agreed that the **Executive** shall be entitled to the minimum notice prescribed by the *Ontario Employment Standards Act, 2000*.

While the **Executive's** group benefits and participation in the Healthcare of Ontario Pension Plan will be continued during the notice period stipulated above, in the event that the **Executive** is provided with pay in lieu of notice, the **Executive** understands and agrees that all benefits, including participation in the Healthcare of Ontario Pension Plan shall be limited to the period of minimum notice prescribed by the *Ontario Employment Standards Act, 2000*.

Upon provision of the notice or pay in lieu of notice referred to above, as well as payment of any severance pay, outstanding compensation and vacation pay, the **Executive** agrees that his employment relationship with the **Employer** and this Agreement shall be wholly terminated and that 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.

**b. Termination by the Executive**

The **Executive** may terminate this Agreement and her employment under this Agreement, at any time, and for any reason, upon providing a minimum of two (2) months of written notice to the **Employer**. The **Employer** shall have the right to waive the notice, in whole or in part, by continuing the **Executive's** base salary for the period so waived.

**c. Termination by Mutual Agreement**

This Agreement may be terminated by mutual agreement of the **Executive** and the **Employer** in writing.

**d. Termination in the Event of Death**

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

**e. Termination for Cause by the Employer**

The **Executive's** employment may be terminated at any time for cause without notice or payment in lieu of notice or severance pay, unless required by the *Ontario Employment Standards Act, 2000*, in which case any termination related entitlement shall be limited to the minimum prescribed by the *Ontario Employment Standards Act, 2000*. "Cause" shall be deemed to include, but shall not be restricted to the following:

- (i) Willful misconduct, disobedience or willful failure to carry out the **Executive's** duties as set out in this Agreement or as prescribed by the CEO;
- (ii) If the **Executive** has committed an act of dishonesty against the **Employer**;
- (iii) Any conduct of the **Executive** that in the opinion of the **Employer** may directly or indirectly adversely affect the reputation of the Employer in the eyes of its clients, funders, the Government of Ontario or any of its agencies or the public in general;

- (iv) A permanent disability of the **Executive** which prevents her from performing the essential duties of his position after the **Employer** has taken all reasonable and necessary measures to accommodate the disability to the point of undue hardship; and
- (v) If the **Executive** demonstrates a repeated and documented inability to meet the performance objectives established by the CEO pursuant to this Agreement;
- (vi) Any breach of a material provision of this Agreement.

**f. Termination Payments Subject to Deductions**

The payments made pursuant to section 5 of this Agreement are subject to all deductions and withholdings required by law or pursuant to any group insurance/pension plan, and may be the subject of set-off against any amounts owed by the **Executive** to the **Employer** at the time of termination.

**6. CONFIDENTIAL INFORMATION**

- a. The **Executive** shall strictly observe the rights of all patients of the Hospital to privacy and confidentiality. In addition, the **Executive** shall comply with the requirements of all relevant legislation, including, but not limited to the *Public Hospitals Act* (Ontario) and the regulations thereunder, with respect to the confidentiality of medical records.
- b. The **Executive** shall not, either during the term of his engagement or at any time thereafter, disclose to any person, firm or corporation any confidential information concerning the business or affairs of the Hospital (including the Hospital's practices, executives and patients) that the **Executive** may have acquired in the course of, or incidental to, his relationship with the Hospital, other than disclosure as required by law.
- c. Confidential information does not include information that was or is (i) in the public domain other than by reason of acts or omissions by the **Executive**, or (ii) lawfully received in good faith by the **Executive** from a third party lawfully in possession of same and entitled to disclose same.

**7. CONFLICT OF INTEREST**

- a. The **Executive** shall be subject to conflict of interest requirements established by the **Employer**, from time to time, 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 he has the prior written consent of the **Employer**, he shall not engage in any occupation, business or outside activity, whether or not he receives compensation, without limitation:
  - That interferes with or appears to interfere with the discharge of the duties and responsibilities under this Agreement;
  - In which he has an advantage derived from employment under this Agreement;
  - In which his work would otherwise constitute employment for another person or entity; or
  - In a professional capacity that will, or is likely to influence or affect the carrying out of the duties and responsibilities under this Agreement.

The **Employer** agrees to give favorable consideration to any opportunity the **Executive** may have to serve on professional or organizational Boards, provided that such activity is compatible with the role and function of the **Executive** and does not interfere with job performance or present potential risks to the interests, corporate integrity or strategic objectives of the Employer..

## 8. GENERAL

### a. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the employment 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. Severability

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

### c. Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

### d. 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 CEO.
- (iii) 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.

### e. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction to determine any action arising under this Agreement.

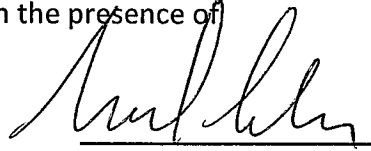
**f. Independent Legal Advice**

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 or has freely chosen not to obtain such advice.

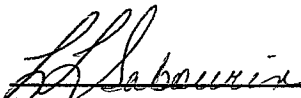
**IN WITNESS WHEREOF** this Agreement has been executed by the parties.

**SIGNED, SEALED AND DELIVERED**

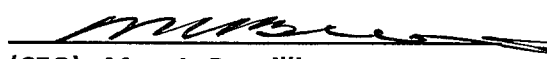
In the presence of

  
\_\_\_\_\_  
(Executive) Marcel Leclair

2 sept 2014  
Date

  
\_\_\_\_\_  
(Witness) LYNDY LEMAY-SABOURIN

**Hôpital Général de Hawkesbury & District General Hospital (HGH)**

  
\_\_\_\_\_  
(CEO) Marc LeBoutillier

02-09-2014  
Date