



EXECUTIVE JOB DESCRIPTION

Job Title: Vice-President, Acute Care Services, Chief Nursing Executive (CNE)

Position Summary

Reporting to the Hospital CEO, the Vice-President of Acute Care and CNE is accountable for nursing services and specific clinical programs that assist HGHC to fulfill and attain its mission. The Vice-President of Acute Care Services is accountable for setting the overall direction, strategy development and operational achievement of the Hospital's plan for the delivery of quality, compassionate, cost-effective, and efficient hospital-based care to individuals, families, groups and communities.

Scope of Service

Administration

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

- Creating a value-based work environment that supports the attainment of the Hospital's mission for compassionate care.
- Facilitating a shared vision for the organization among the various professional groups.
- Facilitating communication to internal and external customers.
- Providing leadership in organizational initiatives.
- Prioritizing/allocating resources.



- Establishing relationships with the medical staff.
- Establishing relationships with other partners within system and external to system.
- Leading and participating in quality and process improvement initiatives.
- Developing/participating in development of new programs, initiatives, structures.
- Ensuring ongoing evaluation of services and programs to ensure alignment with best practice and target performance.
- In collaboration with and support to the Chief Executive Officer, developing organizational strategic and operating plans.

Division of Acute Care Services

The Division of Acute Care Services provides for the systematic administration of functions and processes necessary for the delivery of quality, compassionate, culturally competent, cost-effective, and efficient nursing care to individuals, families, groups, and communities within the dynamic health care environment of HGH.

The Division of Acute Care Services is responsible for creating a work environment that facilitates and encourages involvement of the staff in quality improvement and compliance with professional nursing practice. Creating such an environment requires interdisciplinary collaboration and leadership by all clinical directors, coordinators and charge nurses.

The Division of Acute Care Services is accountable for the quality and cost-effectiveness of nursing services in all programs within this sector.

The Division of Acute Care Services is responsible for creating and evaluating structures and processes to facilitate vertical and horizontal communication in a timely manner.

The Division of Acute Care Services collaborates with other services within HGH to achieve patient centered and organizational goals.

Nursing Practice

The CNE is responsible to ensure strict adherence to the standards of the profession of nursing for the benefit of health care clients and the organization.

The CNE monitors individual compliance to the College of Nurses of Ontario Standards of Care, Standards of Professional Practice and Code of Ethics.



The CNE provides leadership and vision for the philosophy, development and advancement of nursing practice within the organization with a view to achieve public recognition for HGH.

The CNE promotes a practice environment that empowers nurses to provide effective, compassionate and efficient nursing care.

The CNE is responsible for creating a work environment that facilitates and encourages involvement of the staff in critical thinking to enact professional nursing practice.

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, especially in Acute Care Services.
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 compassionate 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. Acts with integrity and treats people with respect.
7. Solves problems by bringing information and people together, setting up timetables and taking actions.
8. Handles underperformance, difficult, or tense situations directly and with diplomacy and tact.
9. Takes personal initiative 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

Reports to:	Chief Executive Officer
Supervises:	Director, Critical Care Director, Inpatient Care Director, Perioperative Services & Family Birthing Centre Clinical Support Functions Administrative Assistant
Collaborates with:	Other vice-presidents, Chief of Staff, Chiefs of Medical Departments

Position Qualifications

Education

- Master's Degree in Nursing, Health Care Administration, Business or related field.

Experience

- Five years experience in health care management with documented achievements and leadership responsibilities. Knowledge of accreditation requirements, productivity and cost management and service delivery required. Ability to function in collaborative decision making environment.

Licensure/Registration/Certification

- Current licensure in the Province of Ontario as a registered nurse.

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).

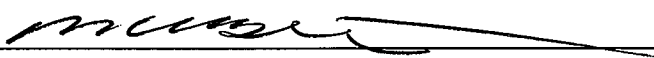
Accepted by:



Vice-President, Acute Care Services, Chief Nursing Executive

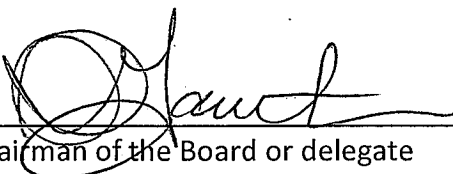
June 15/2015
Date

Approved by:



Chief Executive Officer

June 16/15
Date



Chairman of the Board or delegate

June 24/2015
Date



DESCRIPTION DE POSTE DE DIRECTION

Titre : Vice-président, soins aigus et chef de direction des soins infirmiers

Aperçu

Se rapportant au directeur général, le vice-président, soins aigus et chef de direction des soins infirmiers est redevable quant aux services infirmiers et aux programmes cliniques particuliers qui appuient l'HGH dans la concrétisation de sa mission. Il est aussi redevable quant à l'établissement de la direction globale, du développement stratégique et de la réussite opérationnelle du Plan de l'HGH en matière de prestation de soins de qualité qui soient rentables, efficaces, et offerts avec compassion et sur place aux individus, aux familles, aux groupes et aux communautés.

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.

- Instaure et assure un climat de travail qui est fondé sur les valeurs et qui appuie la concrétisation de la mission de l'HGH en matière de soins prodigués avec compassion.
- Facilite le partage de la vision de l'organisation, et ce, au sein des divers groupes professionnels.
- Facilite la communication auprès des clients internes et externes.
- Fait preuve de leadership en ce qui a trait aux initiatives organisationnelles.



- Établit l'ordre de priorité des ressources et répartit celles-ci conformément à cet ordre.
- Établit des relations avec le personnel médical.
- Établit des relations avec les autres partenaires au sein du système et à l'extérieur de celui-ci.
- Mène des initiatives en matière d'amélioration de la qualité et des processus, auxquelles il prend d'ailleurs part.
- Contribue au développement de nouveaux programmes, de nouvelles initiatives et de nouvelles structures.
- Assume l'évaluation continue des services et des programmes afin d'assurer la conformité de ceux-ci avec le meilleur exercice et le rendement visé.
- En collaboration avec le directeur général et à titre d'appui à celui-ci, développe des plans d'organisation stratégique et de fonctionnement.

Division des soins aigus

La division des soins aigus assure l'administration systématique des fonctions et des processus qui s'avèrent nécessaires à la prestation de soins infirmiers de qualité qui sont rentables, efficaces, adaptés à la culture et offerts avec compassion à l'égard des individus, des familles, des groupes et des communautés, et ce, au sein de l'environnement dynamique en matière de soins de santé qui marque l'HGH.

La division des soins aigus est responsable de l'instauration d'un climat de travail qui facilite et encourage l'implication du personnel dans l'amélioration de la qualité et la conformité à l'exercice de la profession infirmière. Un tel climat requiert une collaboration interdisciplinaire et un leadership de la part des directeurs et des coordonnateurs cliniques et des infirmières en chef.

La division des soins aigus est redevable quant à la qualité et à la rentabilité des soins infirmiers, et ce, en ce qui a trait à tous les programmes de ce secteur.

La division des soins aigus est responsable de la conception et de l'évaluation de structures et de processus qui facilitent la communication selon l'axe vertical et selon l'axe horizontal, et ce, de façon synchronisée.

La division des soins aigus collabore avec d'autres services au sein de l'HGH vers l'atteinte des objectifs organisationnels et des objectifs qui sont axés sur le patient.



Exercice de la profession infirmière

Le chef de direction des soins infirmiers est responsable d'assurer l'adhésion étroite aux normes de la profession infirmière, et ce, pour le bien-être des clients en soins de santé et de l'organisation.

Le chef de direction des soins infirmiers supervise la conformité des individus aux Normes de pratique professionnelle et au Code de déontologie de l'Ordre des infirmières et des infirmiers de l'Ontario.

Le chef de direction des soins infirmiers procure le leadership et la vision qui s'imposent pour la philosophie, le développement, le progrès et l'exercice de la profession infirmière au sein de l'organisation, pour que l'HGH obtienne la reconnaissance de la part du public.

Le chef de direction des soins infirmiers promeut un environnement au sein duquel les infirmières et les infirmiers ont le pouvoir de prodiguer avec compassion des soins efficaces et efficients, dans l'exercice de la profession.

Le chef de direction des soins infirmiers est responsable de l'instauration d'un climat de travail qui facilite et encourage l'implication du personnel, lequel emploie la pensée critique pour entériner l'exercice de la profession infirmière.

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, surtout en matière de soins aigus.
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 attirées, 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. Agit avec intégrité et probité et traite les autres avec respect et dignité.
7. Résout les problèmes en amenant les individus à s'informer, en établissant un échéancier et en intervenant.
8. Compose directement, de façon efficace, avec tact et de façon diplomate avec le rendement en dessous des normes et les situations difficiles et tendues.
9. 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, soins critiques,
directeur, soins internes,
directeur, services périopératoires et centre familial des naissances,
fonctions de soutien clinique,
adjoint administratif.
- Collabore avec :** autres vice-présidents, médecin-chef, chef des autres départements médicaux.

Compétences requises

Éducation

- Maîtrise en sciences infirmières, en administration des soins de santé, en sciences commerciales ou dans un domaine connexe.

Expérience

- Expérience de cinq ans en gestion des soins de santé, appuyée par des réussites documentées et un leadership relevé. Connaissance des exigences d'agrément, de la gestion en matière de productivité et de rentabilité et de la prestation de services. Aptitude quant à œuvrer dans un environnement au sein duquel est préconisée la prise de décision en collaboration.

Permis d'exercice, inscription et adhésion, certification

- Permis d'exercice en tant qu'infirmière et infirmier pour la juridiction de la province de l'Ontario.

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.
- Habilités 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.

Description de poste de direction –
Vice-président, soins aigus et chef de direction des soins infirmiers

- 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 :

Denise Picard Steneck
Vice-président, soins aigus et chef de direction des soins infirmiers

Le 15 juin 2015
Date

Approuvé par :

[Signature]
Directeur général

16 juin 2015
Date

[Signature]
Président du Conseil ou délégué mandaté

Le 24/2015
Date



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EMPLOYMENT AGREEMENT

BETWEEN

HÔPITAL GÉNÉRAL DE HAWKESBURY & DISTRICT GENERAL HOSPITAL (HGH)

("the Employer")

and

Denise Picard-Stencer

("the Executive")

Whereas the **Executive**, following an external executive search process, has confirmed her intent to seek employment with the **Employer**, more specifically to occupy the position of **Vice-President, Acute Care & Chief Nursing Executive (CNE)**;

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, Acute Care & CNE**, 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 her previous employer, from June 15 1990.

c. Term and Effective Date

This Employment Agreement ("the Agreement") takes effect on June 15, 2015 (the "Effective Date"). The **Executive** will be employed pursuant to this Agreement and her employment hereunder shall be from June 15, 2015, 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 her 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 her position on the basis of a positive and acceptable evaluation on the part of the **Employer**.

e. Duties

As Vice-President, Acute Care & CNE, 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 her best efforts to promote the interests of the **Employer**; and throughout the term of her employment, devote her 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 acute care programs, including critical care, medical and surgical care, rehabilitation and continuing care, palliative care, as well as peri-operative and family birthing sectors. The **Executive** will oversee people management, resource utilization, clinical support functions, clinical quality management and other related or assigned functions. Under her CNE responsibilities, the **Executive** will ensure a high level of professional standards and the adoption of best clinical practises in hospital programs and services. The **Executive** will have authority necessary to implement and enforce appropriate policies and standards and to enter into contracts, agreements 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 \$151,500.00. during the first year of this Agreement and up to July 1, 2016, in compliance with the laws and regulations of the Province of Ontario pertaining to executive remuneration in the broader public sector. The **Executive's** base 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 \$6,000.00., which is to be distributed as follows:

\$3,000.00 in the sixth month of this Agreement (on or about December 15 2015);

\$3,000.00 in the twelfth month of this Agreement (on or about June 15 2016).

c. Performance Bonus

In addition to her salary, starting in the second year, 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 second 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 her general duties and in the duty of representing the Hospital externally, the **Executive** shall be entitled to a car allowance of \$7,500.00 annually. The **Executive** will not be entitled to claim mileage in accordance with the applicable modalities prescribed by the Employer for car travel in duty of hospital business.

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 seven (7) 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 her 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**, she 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

Denise Picard Stencer
(Executive) Denise Picard-Stencer

Le 29 avril 2015
Date

Arial Kulari
(Witness)

Hawkesbury & District General Hospital (HGH)

Marc LeBoutillier
(CEO) Marc LeBoutillier

29 avril 2015
Date