



Executive Job Description

VICE-PRESIDENT, AMBULATORY CARE, QUALITY AND PERFORMANCE

Position Summary

Reporting to the Hospital CEO, the Vice-President of Ambulatory Care, Quality and Performance is responsible for the overall leadership, strategic direction and management of the delivery of patient-centered ambulatory care, specialized clinics, diagnostic and outreach services.

The Vice-President is responsible for the planning and development of programs and services according to the HGH functional program approved by the Ministry of Health and Long-Term Care in January 2012 and updated in March 2016.

The Vice-President assumes organizational leadership in quality and risk management and is responsible to coordinate planning of related programs and activities such as accreditation and quality assurance programs, clinical resource utilization and operational performance. The Vice-President is responsible for fostering an environment of innovation, excellence and continuous learning, while targeting operational efficiencies to meet clinical standards and integrate best practices in programs and services.

Scope of Service

Administration

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.

- Responsible for the oversight of assigned ambulatory care and diagnostic programs, emphasizing program goals, objectives and deliverables that are aligned with the Hospital strategic plan.

- In support of the Hospital strategic plan, establishes and maintains processes to support and evaluate overall performance of clinical services in ambulatory care and diagnostics, including quality indicators, staff productivity, process effectiveness, wait times and service delivery.
- Ensures that a philosophy of high-quality, patient-centered care transpires through all services.
- Provides a particular focus to business plans for program growth and improved services for referring physicians and agencies.
- Oversees financial resources, personnel and compliance with standards for all services.
- Provides direct supervision and performance evaluation for directors and managers of assigned programs.
- Maintains effective working relationships and communications with the Hospital leadership team and front-line employees, on assigned committees, and with external partners and agencies.
- Participates on Hospital Board and Committees of the Board, as assigned.
- Performs other duties as assigned by the CEO, which are unplanned, or of a transient nature and are consistent with the above job purpose and duties.

Division of Ambulatory Care

The Division of Ambulatory Care provides for the management of the systematic functions and processes necessary for the delivery of quality, compassionate, culturally competent, cost-effective, and efficient ambulatory care services, specialized clinics and diagnostic services to individuals, families, groups and communities within the dynamic health care environment of HGH.

The Division of Ambulatory Care is responsible for creating a work environment that facilitates and encourages involvement of the staff in critical thinking to ensure a business-like approach to clinical support functions and a client-centered culture. Creating such an environment requires interdisciplinary collaboration and engagement by all internal stakeholders. It is important to focus on the key relationships with referring physicians and agencies to build a strong referral base for ambulatory care and diagnostics.

The Division of Ambulatory Care participates in the assessment of ambulatory health care resources and utilizes such assessments in the delivery of patient care services within the hospital and in outreach activities.

The Division of Ambulatory Care also collaborates with outside partners to develop and improve availability of ambulatory and community-based services across the region of Prescott-Russell.

Function of Quality and Performance

The function of quality and performance entails the development, oversight and operation of quality and risk management programs of the organization.

By assuming organizational leadership for quality and performance, the Vice-President is responsible for creating and maintaining a quality management structure, systems and processes to achieve corporate goals in the areas of quality, accessibility, patient safety, standard compliance and effectiveness of services.

The Vice-President demonstrates leadership and commitment to quality and patient safety by:

- Participating in Senior Leadership safety rounds;
- Maintaining systems that are designed to communicate key messages to the organization;
- Supporting training that is designed to improve quality and patient safety;
- Working with Directors to identify trends and issues and develop initiatives to improve quality and patient safety.

The Vice-President leads operational planning and employee engagement initiatives to ensure achievement of annual Quality Improvement Plan. The Vice-President is also responsible to build a satisfactory level of readiness within organization to meet the standards and requirements to maintain an exemplary accreditation status. The Vice-President acts as Chief Privacy Officer and other mandated functions dealing with legal obligations of the hospital for quality and confidentiality.

Function of Program Planning and Development

- Plans the deployment of the hospital's functional program for clinical programs and services.
- Maintains utilization data and population data required for future planning.
- Develops workplans and business cases as required to obtain support and approval for new/expanded programs. Liaises with the Champlain LHIN and other partners to achieve substantial results in line with the strategic orientations of the hospital for regional access to programs and services.

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 Ambulatory 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 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 decision about health care services, settings, and organizational priorities.

Specific Skills

1. Sets and meets well-articulated individual and team expectations for quality and 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 efficiently, 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

- Reports to :**
- Chief Executive Officer
- Supervises :**
- Director, Ambulatory Clinics and Rehab
 - Director, Diagnostic Services
 - Director, Quality and Patient Safety
 - Clinical Support Functions
 - Administrative Assistant
 - Various organizational committees
- Collaborates with :**
- Other vice-presidents, Chief of Staff, Chiefs of Medical Departments

Position Qualifications

Education

- Honors degree in a health discipline, complemented by Master's preparation or post-graduate training.
- Experience and formal training combined with demonstrated performance and ability may substitute for stipulated academic requirements.
- Active membership in related professional organizations may be required.

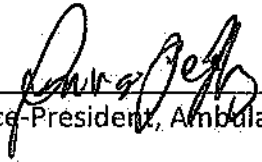
Experience

- Five years experience in progressive leadership roles within a health care setting.
- A background that demonstrates a series of progressive career moves with increasing responsibility and complexity and experience in a variety of settings and organizations is required.

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) is necessary.


Accepted by:



Vice-President, Ambulatory Care, Quality & Performance

Dec 13 2016
Date

Approved by:



Chief Executive Officer

Dec 13 2016
Date



Description de poste de direction

VICE-PRÉSIDENT(E), SOINS AMBULATOIRES, QUALITÉ ET PERFORMANCE

Aperçu

Se rapportant au directeur général, le/la vice-président(e), Soins ambulatoires, qualité et performance est responsable du leadership global, de la direction et de la gestion stratégique de la prestation des soins ambulatoires axés sur le patient, des cliniques spécialisés, des services du diagnostic et de la relance communautaire.

Il/elle est aussi responsable de la planification et du développement des programmes et des services selon le programme fonctionnel de l'HGH approuvé par le ministère de la Santé et des Soins de longue durée en janvier 2012 et mis à jour en mars 2016.

Le/la vice-président(e) assume le leadership organisationnel en gestion de la qualité et des risques et est responsable de la planification des programmes et des activités tels que l'agrément, les programmes d'assurance de la qualité, l'utilisation des ressources cliniques et le rendement opérationnel. Il/elle est aussi responsable de promouvoir un environnement au sein duquel règnent l'innovation, l'excellence et l'apprentissage continu, tout en misant sur l'efficacité opérationnelle pour se conformer aux normes et pour intégrer les meilleures pratiques en matière de programmes et services.

Éventail des responsabilités

Administration

Manifeste le leadership que requièrent les programmes et les services organisationnels qui intègrent la mission et les valeurs de l'HGH aux plans stratégique et opérationnel. Ce qui suit représente les responsabilités typiques, non pas toutes les responsabilités, dont doit s'acquitter le/la vice-président(e).

- Assume la supervision des programmes axés sur les soins ambulatoires et diagnostiques qui ont été assignés, en accentuant les buts, les objectifs et les produits livrables qui s'arriment au plan stratégique de l'hôpital.

- Dans une perspective d'appui au plan stratégique de l'hôpital, établit et assure les processus d'évaluation du rendement global des services cliniques aux soins ambulatoires et diagnostiques, notamment les indicateurs de qualité, la productivité du personnel, l'efficacité du processus même, la période d'attente et la prestation des services.
- Assure des services dont émane une philosophie des soins qui sont axés sur le patient et qui se caractérisent par une qualité supérieure.
- Prévoit une attention particulière aux plans d'affaires axés sur la croissance des programmes et l'amélioration des services offerts aux médecins et aux organismes référents.
- Supervise la gestion des ressources financières, du personnel et de la conformité aux normes en ce qui a trait à tous les services.
- Assume la supervision et l'évaluation du rendement des directeurs et des gestionnaires des programmes respectifs.
- Entretient une relation fondée sur l'efficacité avec l'équipe de leadership et le personnel de premier plan, avec les membres des comités auxquels il/elle est attribué(e) et avec les partenaires et les agences externes.
- Participe aux réunions du conseil et des comités du conseil, selon la délégation.
- Remplit d'autres devoirs que lui confie le directeur général et qui sont imprévisibles et provisoires, tout en étant cohérents quant à l'intention et au devoir qui caractérisent le poste ci-décrit.

Division des soins ambulatoires

La division des soins ambulatoires assume la gestion des fonctions et des processus requis pour la prestation de services ambulatoires, de cliniques spécialisés et de services diagnostiques axés sur les besoins de la communauté, en s'assurant que cette prestation est caractérisée par la qualité, prodiguée avec compassion et sensibilité culturelle et d'une manière rentable, et ce, auprès des individus, des familles, des groupes et des communautés qui se retrouvent dans l'environnement dynamique de service de l'HGH.

La division des soins ambulatoires s'acquitte de l'instauration d'un environnement de travail au sein duquel est préconisé l'implication du personnel en matière de pensée critique dans le but d'assurer la réalisation de l'appui clinique selon une approche professionnelle et une culture axée sur le client, ce qui exige la collaboration interdisciplinaire et l'engagement de tous les intervenants internes. Il est important de porter une attention particulière sur les relations clés avec les médecins et les agences

référents afin de constituer une base solide de référence pour les soins ambulatoires et diagnostics.

La division des soins ambulatoires participe à l'évaluation des ressources en matière de soins ambulatoires et emploie les résultats de ces évaluations dans la prestation des soins prodigués au patient, au sein de l'hôpital et dans les activités de rayonnement.

La division des soins ambulatoires collabore également avec les partenaires externes au développement et à l'amélioration de la disponibilité des services ambulatoires et communautaires, et ce, à travers la région de Prescott et Russell.

Fonction de qualité et de rendement

La fonction de qualité et de performance encadre le développement, la supervision et le fonctionnement des programmes de qualité et de gestion des risques de l'organisation.

En assumant le leadership organisationnel en matière de qualité et de performance, le/la vice-président(e) est responsable de la création et de la mise à jour d'une structure de gestion de la qualité, des systèmes et des processus afin que soient atteints les objectifs corporatifs en matière de qualité, d'accessibilité, de sécurité du patient, de conformité aux normes et d'efficacité des services.

Le/la vice-président(e) fait preuve de leadership et d'engagement envers la qualité et la sécurité du patient en :

- prenant part aux tournées de vérification de la sécurité que mène le Comité de leadership;
- assurant la mise à jour des systèmes qui sont conçus pour communiquer les messages clés à l'organisation;
- appuyant la formation qui a pour but d'améliorer la qualité et la sécurité des patients;
- travaillant avec les directeurs(trices) afin d'identifier les tendances et les enjeux et élaborer des initiatives en matière d'amélioration de la qualité et de la sécurité des patients.

Le/la vice-président(e) dirige la planification opérationnelle et les initiatives d'engagement des employés pour assurer la réalisation du plan annuel d'amélioration de la qualité. Le/la vice-président(e) est également responsable d'établir un niveau satisfaisant de préparation au sein de l'organisation pour satisfaire aux normes et aux exigences visant à maintenir un statut d'agrément exemplaire. Le/la vice-président(e) agit à titre de chef de la protection des renseignements personnels et autres fonctions mandatées qui traitent des obligations légales de l'hôpital en matière de qualité et de confidentialité.

Fonctions de planification et de développement de programmes

- Planifie le déploiement du programme fonctionnel de l'hôpital visant les programmes et services cliniques.

- Maintient les données d'utilisation et les données populationnelles requises pour la planification future.
- Élabore au besoin des plans de travail et des analyses de rentabilisation afin d'obtenir l'appui et l'approbation de programmes nouveaux ou élargis. Assure la liaison avec le RLISS de Champlain et autres partenaires pour obtenir des résultats substantiels conformément aux orientations stratégiques de l'hôpital en ce qui a trait à l'accès régional aux programmes et aux services.

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 ambulatoires.
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 services de soins de santé, le cadre et les priorités organisationnelles.

Habiletés particulières

1. Établit et concrétise des attentes qui sont bien articulées, autant pour les individus que pour les équipes, en matière de qualité et 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. Capacité 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	<ul style="list-style-type: none">• directeur général
Supervise les	<ul style="list-style-type: none">• directeur(trice), cliniques ambulatoires et réadaptation,• directeur(trice), service d'imagerie diagnostique• directeur(trice), qualité et sécurité des patients,• fonctions d'appui clinique,• adjoint(e) administratif(ve),• comités organisationnels variés.
Collabore avec les	<ul style="list-style-type: none">• autres vice-présidents, médecin-chef, chefs des autres départements médicaux.

Compétences requises

Éducation

- Spécialisation dans une discipline qui a trait à la santé, suivie de la préparation à la maîtrise ou d'une formation des études supérieures.
- Expérience en matière de formation officielle combinée à un rendement et à une aptitude manifeste peut compenser les exigences académiques.
- Adhésion à une organisation professionnelle connexe active peut être exigée.

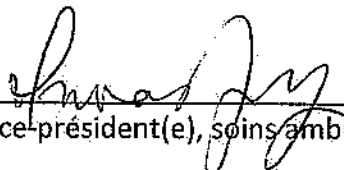
Expérience

- Expérience progressive de cinq ans dans des postes de leadership, au sein d'un cadre de soins de santé.
- Antécédents qui montrent une séquence progressive dans la carrière, marquée par un accroissement des responsabilités et de la complexité des tâches, ainsi qu'une expérience dans une variété de cadres et d'organisations.

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.
- Habilidadés 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.

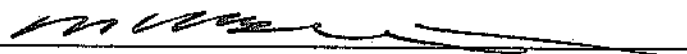
Accepté par :



Vice-président(e), soins ambulatoires, qualité et performance

Dec 13/2011
Date

Approuvé par :



Directeur général
I:\ResHum\JobDesc-VP-AmbCareQual&Perf-FR
2016-12-07

Dec 13 2016
Date



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EMPLOYMENT AGREEMENT

BETWEEN

HÔPITAL GÉNÉRAL DE HAWKESBURY & DISTRICT GENERAL HOSPITAL (HGH)

("the Employer")

and

Imrana Jeffrey

("the Executive")

Whereas the Executive, following a tenure of six months as *Acting Vice-President, Ambulatory Care, Quality and Performance*, has confirmed her intent to seek permanent employment with the Employer, more specifically to occupy the position of **Vice-President, Ambulatory Care, Quality and Performance**;

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, Ambulatory Care, Quality and Performance**, 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** in the said position, with full recognition, of the **Executive's** years of service with her previous employers (EORLA, TOH), from December 2004.

c. Term and Effective Date

This Employment Agreement ("the Agreement") takes effect on July 1, 2017 (the "Effective Date"). The **Executive** will be employed pursuant to this Agreement from July 1, 2017, unless this Agreement is terminated earlier pursuant to its terms.

d. Previous employment agreements with the Employer

This Agreement replaces any and all employment agreements which the **Executive** had entered into with the **Employer** at any time before July 1, 2017. All such agreements become null and void upon the execution of this Agreement.

e. Probation Period and Initial Performance Evaluation

It is understood that the **Executive** has assumed the said position on an acting basis from January 1 to June 30, 2017 and that during that period, the **Executive** has sufficiently demonstrated her competence and ability to reasonably and diligently assume the duties and responsibilities inherent to the position. The **Executive** will therefore not be required to undergo the probationary period, as is indicated by the requirements and status of the position within the organization. From the effective date of this agreement, the CEO will be responsible to process annual or periodic performance-based evaluations. The **Executive** will be required to meet the performance and goals required in her position and obtain a positive and acceptable evaluation on the part of the **Employer**.

f. Duties

As **Vice-President, Ambulatory Care, Quality and Performance**, 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**.

g. 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 ambulatory care programs, including diagnostic services, specialized outpatient services, rehabilitation services, medical daycare, and ambulatory surgical clinics; quality improvement and risk management programs; corporate functions related to privacy, organizational performance and program planning as well as other corporate functions which may be delegated from time to time. The **Executive** will oversee people management, resource utilization, clinical support functions, clinical quality management and other related or assigned functions, respective to the operational areas under her responsibility.

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 \$144,610.00. during the first year of this Agreement and up to June 30, 2018, 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

Upon accepting the terms and conditions of this Agreement, the **Executive** shall receive a one-time signing bonus of \$4,000.00, which the Employer has previously agreed to provide as a result of the **Executive's** original employment agreement with HGH dated August 20 2015. The payment date for this bonus amount shall be September 16 2017.

c. Performance Bonus

In addition to her salary, starting in fiscal 2017-18, the **Executive** will be eligible to receive an annual incentive payment based on performance (hereinafter referred to as a "performance bonus"). The entitlement to such 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 as at July 1 2017.

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 \$6,000.00 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.

Such reimbursements hereunder, shall be 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 five (5) 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.

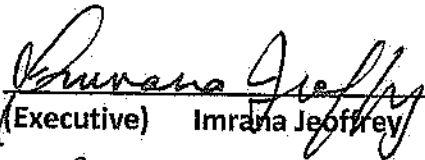
f. Independent Legal Advice

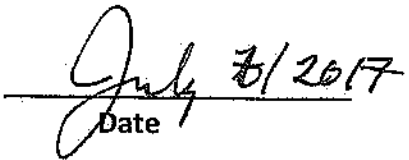
The **Executive** confirms that prior to the execution of this Agreement he had a full and complete opportunity to obtain independent legal advice and representation and that he has either done or has freely chosen not to obtain such advice.

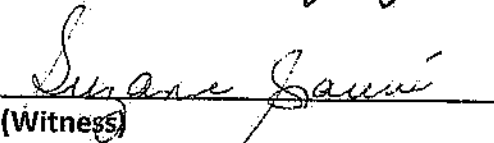
IN WITNESS WHEREOF this Agreement has been executed by the parties.

SIGNED, SEALED AND DELIVERED

In the presence of

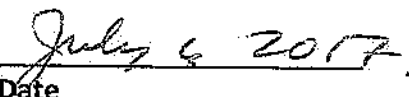

(Executive) Imrana Jeffrey


Date


(Witness)

Hawkesbury & District General Hospital (HGH)


(CEO) Marc LeBoutillier


Date