

## EMPLOYMENT AGREEMENT

This agreement made this 1<sup>st</sup> day of April, 2016

BETWEEN:

NORTH OF SUPERIOR HEALTHCARE GROUP  
(hereinafter called "NOSH")

and

Adam Brown  
(hereinafter called the "Executive")

WHEREAS the Executive's employment with Wilson Memorial General Hospital commenced on or about September 18, 2006 and the Executive is currently employed with successor organization, NOSH, in the position of Chief Executive Officer (CEO);

IN CONSIDERATION of the CEO's performance of the obligations contained in this Agreement, NOSH's payment of remuneration to the CEO, and for other good and valuable consideration set forth herein, the Parties agree as follows:

### 1. Responsibilities

- 1.1. The Executive shall be employed by NOSH in the full-time position of Chief Executive Officer ("the position").
- 1.2. The Executive shall report to and take direction from the Board of Directors, and will be subject to annual performance reviews conducted by the Chair and Vice-Chair of the Board of Directors.
- 1.3. The Executive is expected to fulfill those responsibilities and duties normally associated with the position of Chief Executive Officer for a health care institution and, as established from time to time, by the Board or pursuant to the By-Laws of NOSH; including those responsibilities described in the attached Job Descriptions as Schedule "A". As Chief Executive Officer, the Executive will be an ex-officio non-voting member of the NOSH Board of Directors.
- 1.4. The parties acknowledge that it is a term and condition of the Executive's employment hereunder that the Executive uphold and maintain compliance with all provincial and federal laws applicable to NOSH's operations, in addition to NOSH's policies and procedures as set out in the Code of Conduct and other organizational policies, as they may be amended from time to time.
- 1.5. The Executive will provide his full time and attention to his job duties and responsibilities and exclusively represent the interests of NOSH at all times. Any exceptions to this, such as involvement with external Boards, shall be approved by NOSH, in advance.

### 2. Recognition of Service

- 2.1. The Executive's service date with Wilson Memorial General Hospital of September 18, 2006, will be recognized for the purposes of this agreement.

### 3. Compensation

- 3.1. As full compensation for all services provided herein, NOSH shall pay to the Executive, a base annual salary of \$160,000. Salary is to be paid in arrears and in accordance with NOSH's regular payroll practices.
- 3.2. The Executive's total compensation package is subject to the *Excellent Care for All Act, 2010*, as amended ("ECFAA") and the *Broader Public Sector Accountability Act, 2010 S.O. 2010, c.25*, as amended ("BPSAA"). In accordance with ECFAA, a portion of the Executive's base annual salary (\$5,000) will be held back and subject to achieving annual targets as defined in NOSH's Quality Improvement Plan.

The percentage and targets are determined and published annually in the Quality Improvement Plan, as approved by the Board of Directors. Adjustments to the Executive's base salary set out in 3.1 are at NOSH's sole discretion.

- 3.3. All or some of the Executive's compensation will be subject to statutory deductions which NOSH is required to make, pursuant to law.
- 3.4. The Executive is eligible to be enrolled in the benefits and pension plan offered by NOSH for its executive group, as amended from time to time. The non-union Executive benefit package is attached as schedule B, for reference.

### 4. Expenses

- 4.1. Subject to NOSH policies, the Executive shall be entitled to reimbursement for reasonable expenses incurred by him on NOSH's behalf and in the course of his employment.
- 4.2. The Executive will be reimbursed for membership fees in up to two (2) professional and/or health care associations, as approved by the Board.
- 4.3. For purposes of assisting with professional development and effective performance of duties, NOSH supports the Executive's attendance at applicable conferences, conventions and post secondary educational training, relevant to NOSH and the Executive's professional development needs. NOSH will support all reasonable costs associated with this development, as approved by the Board.

### 5. Termination of Agreement

- 5.1. The parties agree that the Executive's employment under this agreement may be terminated as follows:
  - 5.1.1. By the Executive, at any time, for any reason, on giving at least one hundred and eighty (180) days' written notice to NOSH. NOSH may waive such notice and the Executive shall be paid his regular base salary up to the date of termination, inclusive of all employment benefits.

5.1.2. By NOSH, in its absolute discretion, without any notice or pay in lieu of notice, for just cause. Should the Executive's employment be terminated for just cause, the Executive will not be provided with any notice or payment in lieu thereof, or any payments of any kind, except accrued and outstanding vacation

5.1.3. By NOSH, in its absolute discretion without just cause, upon providing the Executive with:

5.1.3.1 Termination pay equal to the lesser of Twenty-four (24) months or; Twelve (12) months plus one (1) month for every year of employment.

5.1.3.2 Payment in an amount described in 5.1.3.1, shall be made either as a lump sum or as a salary continuance, subject to applicable statutory deductions; at the sole discretion of NOSH.

5.1.3.3 To the extent allowed by relevant insurers, continuation of all benefits outlined in Article 3.4, except any disability or life/ADD insurance benefits, which will cease immediately; for the same number of months as calculated in paragraph 5.1.3.1.

5.1.4 Incentive payments owing as outlined in paragraph 3.2, will be prorated based on the number of months' participation in the current annual plan and prorated year to date performance, upon the date of termination.

## **6. Confidential Information and Non-Competition**

6.1 The Executive agrees that all items created, developed or used during the Executive's employment, or furnished by NOSH, including all inventions, systems, research, equipment, credit cards, books, records, reports, files, manuals, literature and confidential information, are the exclusive property of NOSH and shall be surrendered by the Executive to NOSH upon termination of the Executive's services under this agreement, unless specifically agreed to in writing.

6.2 The Executive agrees that for a period of one (1) year from the date of termination, howsoever caused, the Executive will not hire, attempt to hire, take away or cause to be taken away, from NOSH, any employee of NOSH.

## **7. Entire Agreement**

7.1 This contract constitutes the entire agreement between the parties and any previous agreements, written or oral, express or implied, relating to the Executive's appointment as Chief Executive Officer, are hereby void.

## **8. Amendment to Agreement**

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

**9. Severability**

9.1 In the event that any provision of this Agreement shall be deemed invalid by a Court, the remaining provisions shall remain in effect.

**10. Governing Law**

10.1 This agreement shall be construed in accordance with the Laws of the Province of Ontario and the Federal Laws of Canada applicable therein.

**11. Successors**

11.1 This agreement is binding on NOSH and any successor to it.

**12. Independent Legal Advice**

12.1 The Executive acknowledges that he has read this Agreement and fully understands the terms of this Agreement. The Executive further acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF, the parties have executed this Agreement in counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same agreement.

S. Bouchard  
WITNESS

April 7/16  
Print Name

Adam Brown  
Adam Brown

Date: 4/7/16

North of Superior Healthcare Group  
By: [Signature]  
Name: Daryl Skowrochinski  
Title: Chair  
Date: April 7/16