

THIS AGREEMENT is made effective as of June 1, 2023 (the "Effective Date")

BETWEEN:

HÔTEL-DIEU GRACE HEALTHCARE

(the "Hospital")

- and -

DR. ANDREA STEEN

(the "Contractor")

RECITALS

WHEREAS the Board of Directors of the Hospital (the "Board") is responsible for the governance and oversight of the management of the Hospital's operations including the performance of Professional Staff members in the Hospital;

AND WHEREAS legislation creates a comprehensive framework which requires the Hospital to establish, monitor, publish and improve upon performance metrics;

AND WHEREAS the Contractor is currently the Vice President, Mental Health and Addictions and Medical Affairs, and the Chief of Staff of the Hospital;

AND WHEREAS the Hospital wishes to renew the position of the Contractor as outlined herein;

AND WHEREAS the parties wish to set out in this Agreement the terms and conditions of the appointment that will govern the continuing relationship between the Hospital and the Contractor from the Effective Date until the termination of this Agreement;

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined to the contrary herein, all capitalized words in this Agreement shall have the same meanings as ascribed to them in the By-Law. The following capitalized words shall have the following meanings:

- (a) "By-Law" means By-Law No. 1 of the Hospital, as amended from time to time;

- (b) "CEO" means the Chief Executive Officer of the Hospital;
- (c) "Framework" means the Hospital's Framework created pursuant to the Hospital's Executive Compensation Policy, as amended by the Hospital from time to time.
- (d) "Performance Improvement Targets" means the performance improvement targets set out in the Hospital's Executive Compensation Plan, which shall be updated annually;
- (e) "Quality Improvement Plan" means the annual quality improvement plan developed by the Hospital;
- (f) "Wage-Related Directive" means any legislation, regulation or governmental direction or order that requires the Hospital to implement a change in, restrict or freeze the Contractor's compensation.

1.2 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the appointment of the Contractor and cancels and supersedes any prior understandings and agreements between the parties, whether verbal, implied or written. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, whether express, implied, written or oral between the parties other than as expressly set forth in this Agreement.

1.3 **Section Headings**

All section and paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.

ARTICLE 2 APPOINTMENT, ACCOUNTABILITY AND RESPONSIBILITIES

- 2.1 The Contractor agrees to serve as the Vice-President, Mental Health and Addictions and Medical Affairs, and as the Chief of Staff (the "Services").
- 2.2 The Contractor shall be accountable to the Board and the CEO as provided herein.
- 2.3 The Contractor shall perform all of the duties and responsibilities set out in this Agreement in compliance with all of the directions of the Board and the CEO, as well as all other legal requirements, including, without limitation, applicable legislation, any Wage-Related Directive, the By-Law and the Policies of the Hospital, all as may be amended from time to time. The Contractor may subcontract any of the Services only with the prior written approval of the Hospital.
- 2.4 The Contractor shall serve as an *ex-officio* non-voting member of the Board.

- 2.5 The Contractor shall, throughout the Term, perform her duties to the best of her abilities in furtherance of the Hospital's business interests and shall at all times act in the best interests of the Hospital.
- 2.6 The Contractor may perform services for third parties during the Term with the advance written consent of the Hospital. Notwithstanding that such advance approval may be obtained, the Contractor shall not provide any services to third parties during the Term that either interferes with the performance of the Services hereunder or that brings the Hospital or the Contractor into a conflict of interest.
- 2.7 The Contractor agrees that she shall be acting as an independent contractor and shall not be considered or deemed to be an agent, partner, employee or joint venturer of the Hospital. The Contractor is not and shall not represent herself and/or her agents/employees to be agents of the Hospital unless a specific, written authorization to do so has been provided in advance by the Hospital. The Contractor and her agents/employees shall have no status as employees of the Hospital or any right to any benefits that the Hospital grants to its employees.

ARTICLE 3 COMPENSATION

- 3.1 Subject to the terms and conditions of this Agreement, the Contractor shall be entitled to the following compensation ((a) and (b), as adjusted from time to time, shall collectively be referred to in this Agreement as the "Base Fees"):
- (a) in respect of her duties and responsibilities as Vice-President, Mental Health and Addictions and Medical Affairs, an annual fee of two hundred and fifty thousand dollars (\$250,000.00) exclusive of HST, payable monthly in arrears;
 - (b) in respect of her duties and responsibilities as the Chief of Staff, an annual fee of forty four thousand one hundred dollars (\$44,100.00), payable monthly in arrears; and
 - (c) the Contractor shall be reimbursed for professional dues annually for Ontario Medical Association, College of Physicians and Surgeons of Ontario; and Family Physicians.
 - (d) the Contractor shall be paid a stipend of six thousand (\$6,000.00) dollars annually as a stipend for Continuing Medical Education;
 - (e) the Contractor shall be entitled to participate in the pay-for-performance and other provisions contained in the Hospital's Executive Compensation Policy and Framework. The Hospital reserves the right to amend or revoke the Executive Compensation Policy and Framework at any time, including during the year to which the Executive Compensation Policy and Framework apply.

- 3.2 The Contractor agrees to supply invoices to the Hospital on a monthly basis for the Base Fees, and to include on such invoices the applicable Harmonized Sales Tax ("HST"). All invoices shall include the Contractor's HST number. The Contractor hereby acknowledges and agrees that neither the Contractor nor any of her agents/employees engaged in the provision of the Services are entitled to any payments from the Hospital for performing the Services except payment of the compensation explicitly provided herein.
- 3.3 To the extent applicable, the Contractor shall be solely responsible for deducting, remitting and paying all employment insurance premiums, pension plan contributions and income tax withholdings and remittances for herself and her agents/employees, and any other taxes, premiums, contributions or charges, statutory or otherwise, in respect of the provision of the Services. The Contractor shall also be responsible for maintaining workers' compensation coverage for herself and her agents/employees if necessary, and is solely responsible for determining if coverage is required.
- 3.4 Notwithstanding the foregoing, the parties acknowledge that during the Term, there may be one or more Wage-Related Directive(s) that impact the compensation payable to the Contractor, or that require the Hospital to revise the structure of the Contractor's compensation. In the event that a Wage-Related Directive requires the Hospital to change the Contractor's compensation, the Contractor agrees that the Hospital shall be entitled to amend the compensation payable to the Contractor to comply with the requirements of the Wage-Related Directive, including a reduction in total compensation. For clarity, the parties agree that in the event that the Wage-Related Directive requires a change in the structure of the Contractor's compensation, the Contractor's total target compensation is the amount provided for in ARTICLE 3 herein (in effect at the time), such that in the event that any other form of compensation is required (including but not limited to any performance pay), the target amount of any such other compensation shall reduce the amount otherwise payable in ARTICLE 3, such that the total projected/target compensation to which the Contractor is entitled (including such other form of compensation) shall equal the amount paid to the Contractor immediately prior to the date on which the Wage-Related Directive came into force, except if prohibited by the Wage-Related Directive. The parties agree that the Contractor shall not retroactively be entitled to any compensation that was not paid because it was prohibited by law from doing so.

ARTICLE 4 ANNUAL PERFORMANCE REVIEW

The following compensation and performance evaluation system shall remain subject to the terms of the By-Law and any applicable legislation, including any Wage-Related Directive. In the event of any change to the By-Law or applicable legislation that conflicts or is inconsistent with the provisions below, the terms of the By-Law or applicable legislation shall supercede and replace the provisions below to the extent of the conflict or inconsistency.

4.1 **Performance Evaluation System**

The Board shall be responsible for evaluating the performance of the Contractor in her capacity as Chief of Staff, and the CEO shall be responsible for evaluating the performance of the Contractor in her capacity as Vice President, Mental Health and Addictions and Medical Affairs.

The CEO shall set out the guidelines for the performance evaluation of the Contractor in her capacity as Vice President, Mental Health and Addictions and Medical Affairs.

The Board shall establish a Board Policy that shall set out the guidelines for the Compensation Committee's performance evaluation of the Contractor in her capacity as Chief of Staff.

The Board shall establish a compensation and performance evaluation committee (the "Compensation Committee") for the purpose of evaluating the Contractor's performance in her capacity as Chief of Staff, and making a recommendation to the Board in respect of her entitlement to a salary adjustment. The Compensation Committee shall be comprised of:

- (a) the Board Chair;
- (b) the Chair of the Quality Committee; and
- (c) two (2) other Elected Directors, as determined by the Board.

For clarity, the Compensation Committee is not the committee that is responsible for making recommendations to the Board in respect of the Contractor's annual reappointment to the Professional Staff.

4.2 **Performance Evaluation**

The Compensation Committee and the CEO shall jointly prepare a performance evaluation that provides an assessment of the Contractor's performance in both the capacities of Chief of Staff and Vice President, Mental Health and Addictions and Medical Affairs.

The assessment of the Contractor's performance by both the CEO and the Board may consider, without limitation, the following factors:

- (a) the Hospital's attainment of Performance Improvement Targets;
- (b) the Contractor's progress toward achievement of the Performance Improvement Targets;
- (c) the Contractor's discharge of her duties and responsibilities under this Agreement; and

(d) such other matters as the Board or the CEO determines.

4.3 Performance Improvement Targets

The review process by both the Compensation Committee and the CEO will also establish measurable performance expectations, including both short-term and long-term objectives, for the specific Performance Improvement Targets that will be identified as the benchmarks for the evaluation of the Contractor's performance. These targets shall be determined in consideration of the annual Quality Improvement Plan.

4.4 Recommendations to the Board

Based on the performance reviews conducted by both the Compensation Committee and the CEO, the Compensation Committee will make recommendations to the Board in respect of any adjustments to the Contractor's compensation.

ARTICLE 5 TIME OFF

5.1 It is an expectation that the Contractor will take time off each year in keeping with the HDGH non-union vacation policy, without reduction of the Base Fees, to be taken at times mutually agreed upon between the Contractor and the CEO. It is an expectation that the Contractor will take a minimum of six (6) weeks of time off each year. The Contractor shall not be entitled to carry forward any unused time off from one calendar year to the next without the approval of the CEO. The six (6) weeks minimum of time off shall be prorated for any partial years.

5.2 Continuing Medical Education

The Contractor will be permitted to be absent from the Hospital during working days to attend professional development meetings and continuing medical education conferences that assist her in performing her role without reduction of the Base Fees, for a maximum of five (5) days per year.

ARTICLE 6 EXPENSES

6.1 Expenses

Except as otherwise provided by the Hospital in its discretion, the Contractor shall be required to provide, at her expense, any supplies or equipment required to perform the duties required pursuant to this Agreement.

ARTICLE 7 INSURANCE AND INDEMNITIES

7.1 Insurance

The Hospital shall insure the Contractor under its general liability policy both during and after the end of her appointment, for all acts done by the Contractor during the Term of this Agreement, provided she was acting honestly and in good faith in the course of providing the services required pursuant to this Agreement and in the reasonable belief that her act was lawful and in the best interests of the Hospital.

7.2 Hospital Indemnity

The Hospital agrees to indemnify and hold the Contractor and her heirs and legal representatives harmless, to the fullest extent permitted by law, including from and against any and all losses which the Contractor may reasonably suffer, sustain, incur or be required to pay in respect of any Claim, related to the performance of the Contractor's duties under this Agreement provided:

- (a) the Contractor was acting honestly and in good faith, in the reasonable belief that her act was lawful and with a view to the best interests of the Hospital; and
- (b) the Loss was not occasioned by her own wilful neglect or default.

For greater certainty, this indemnity does not relate to any Claim relating to the Contractor's clinical services.

7.3 Contractor Indemnity

The Contractor shall defend, indemnify and hold the Hospital harmless from and against all claims, actions, liabilities, damages, losses, awards, judgments, settlements, proceedings, demands and expenses (including reasonable legal fees) charges and penalties: (a) which may be claimed or ordered by any federal or provincial tax authority requiring the Hospital to pay income tax under the Income Tax Act (Canada) or any other tax law in respect of tax payable by the Contractor or her agents/employees; or (b) which may be incurred respecting an order, demand, complaint or claim with respect to the Employment Insurance Commission, the Ministry of Labour, the Human Rights Tribunal, the Canada Pension Commission or any other government or statutory authority, with respect to the Contractor or her agents/employees; or (c) which may be claimed by any agent or employee of the Contractor, claiming from the Hospital any compensation or payment for provision of the Services.

ARTICLE 8 TERM AND TERMINATION

8.1 Term

The term of this Agreement shall commence on the Effective Date, and shall continue for one (1) year unless terminated earlier by either party as provided herein (the "Term").

8.2 Upon conclusion of the Term, the parties may renew this Agreement, either by agreement in writing, or in the event the parties continue to discharge their responsibilities pursuant to this Agreement beyond the end of the Term without a further written agreement, this Agreement shall be automatically renewed for successive one-year terms, and all of the provisions of this Agreement (including the termination provisions herein) shall continue in full force and effect.

8.3 Prior to the end of the Term, either party may, upon written notice to the other party, amend this Agreement as follows, to be effective as of the end of the Term:

(a) revise the Contractor's title to Vice-President, Medical Affairs and Chief of Staff, in which case this Agreement shall automatically renew for an additional one (1) year Term, and all of the provisions of this Agreement (including the termination provisions herein) shall continue in full force and effect, except for the following provisions, which shall be amended as follows, effective immediately upon the end of the Term:

(i) All references herein to "Vice President, Mental Health and Addictions and Medical Affairs" shall be amended to "Vice-President, Medical Affairs".

(ii) Section 3.1(a) shall be amended to delete the reference to "two hundred and fifty thousand dollars (\$250,000.00)" and substitute it with "one hundred and seventy four thousand nine hundred and ninety nine dollars and ninety-six cents (\$174,999.96)", such other amount as may be negotiated by the parties at that time.

8.4 Termination By the Contractor

(a) The Contractor may terminate this Agreement at any time by giving written notice of termination to the Hospital equal to the lesser of the following: (i) the period remaining in the Term of the Agreement (or the period remaining in any renewed Term); and (ii) three (3) months' advance notice.

(b) The Hospital may upon receipt of such written notice waive notice in whole or in part. In the event that the notice is waived by the Hospital, the Contractor shall not be entitled to any notice or payments in lieu of notice. For clarity, in the event the Hospital waives notice in accordance with this

Section, it shall have no further liability to the Contractor except provision of the Base Fees up to the effective date of termination.

8.5 Termination By the Hospital

- (a) The Hospital may terminate this Agreement in writing in the event the Contractor commits a fundamental breach of this Agreement, in which case the Contractor shall be entitled to only the Base Fees up to the date on which such notice is provided, and the Hospital shall not be required to provide any other compensation, whether in lieu of notice or otherwise.
- (b) In the absence of a fundamental breach, the Hospital may terminate this Agreement at any time (whether before, during, at the end of or after renewal of the Term) upon providing the Contractor with written notice equal to the lesser of the following: (i) the period remaining in the Term of the Agreement (or the period remaining in any renewed Term); and (ii) advance written notice of six (6) months. At its option the Hospital may provide payment of the Contractor's Base Fees in lieu of part or all of the notice period.
- (c) For clarity, in the event of termination of this Agreement in accordance with this Article, the Hospital shall have no further liability to the Contractor except as explicitly stated herein, and the Contractor releases the Hospital from any other liability.

ARTICLE 9 OWNERSHIP OF INFORMATION AND NON DISCLOSURE

9.1 Confidential Information

"Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of the Hospital acquired by the Contractor in the course of her appointment, including information and facts relating to present and contemplated services, future plans, processes, procedures, suppliers, capital projects, financial information of all kinds, government relations strategies, patients or their health records, any product, device, equipment or machine, or confidential information about employees. For greater certainty, Confidential Information shall not include:

- (a) information and facts that are available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement; or
- (b) information and facts that become available to the Contractor on a non-confidential basis from a source other than the Hospital.

9.2 **Hospital Property**

All Confidential Information belonging to the Hospital (whether it is developed by the Contractor during her period of appointment or by others employed or engaged by or associated with the Hospital), records, equipment or supplies of the Hospital, is the exclusive property of the Hospital and shall at all times be regarded, treated and protected as such.

9.3 **Non-Disclosure**

The Contractor shall not disclose Confidential Information to any person or use any Confidential Information (other than as necessary in carrying out her duties on behalf of the Hospital) at any time during or subsequent to her period of appointment without first obtaining the consent of the Board Chair, and the Contractor shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.

9.4 **Return of Property**

Within five (5) days after the termination of this Agreement for any reason (whether by expiry of this Agreement or by termination by either the Hospital or the Contractor), or of receipt by the Contractor of a written request from the Hospital, the Contractor shall promptly deliver to the Hospital all property belonging to the Hospital, including without limitation all Confidential Information (in whatever form) that is in the Contractor's possession or under the Contractor's control. After doing so, the Contractor shall destroy any copies of such Confidential Information in her possession, including irretrievably deleting such Confidential Information from any electronic devices under her power, possession or control.

9.5 **Legal Obligations**

Nothing in this Agreement precludes the Contractor from disclosing Confidential Information at any time if disclosure of such Confidential Information is required by any law, regulation, governmental body, or authority or by court order, provided that before disclosure is made, notice of the requirement is provided to the Hospital (unless the Contractor is prohibited by law from doing so), and to the extent possible in the circumstances, the Hospital is afforded an opportunity to dispute or restrict the disclosure. The Contractor agrees to fully cooperate with the Hospital in any legal attempt by the Hospital to resist or restrict such disclosure.

9.6 **Agreement Confidential**

The contents of this Agreement shall not be disclosed by the Contractor to anyone, except to the Board, to the Contractor's own financial and legal advisors, or as required by law, regulation, governmental body, or court order, or as

necessary in order to enforce this Agreement. Requests for further disclosure will be made to the Board Chair for consideration.

ARTICLE 10 NON-DISPARAGEMENT

10.1 The Contractor and the Hospital covenant and agree that neither party shall engage in any pattern of conduct that involves the making or publishing of electronic, written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the other party, which in the case of the Contractor making statements or remarks, includes the Board, officers, employees, physicians and/or patients of the Hospital. Notwithstanding the foregoing, nothing herein shall restrict either party from making any statement that it is required by law to make. This Article shall survive the termination or expiry of this Agreement.

ARTICLE 11 GENERAL PROVISIONS

11.1 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

11.2 Notice Provisions

Any notice to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered mail to the following address or such other address as either party may from time to time designate to the other by notice given in accordance with this Section:

Notices to the Hospital:

1453 Prince Road
Windsor, Ontario N9C 3Z4

Attention: Sheri McGeen – Chief Human Resources Officer

Notices to Contractor:

Email: sheri.mcgeen@hdgh.org

11.3 Severability

If any of the provisions or a part of a provision of this Agreement are illegal and/or unenforceable (whether by virtue of any legislation or by virtue of an order of a Court or Tribunal), such provisions shall be considered separate and severable from this Agreement, and the remaining provisions or part of a

provision of the Agreement shall continue in force, and be binding upon the parties as though such provision or part of a provision was not included. If such provision (or part thereof) is illegal and/or unenforceable due to legislation for only a specific period of time, such provision (or part thereof) shall be suspended for the period required by such legislation, and thereafter shall again be put in full force and effect.

11.4 **Waiver**

No waiver by either party of any breach of any provisions herein shall constitute a waiver of the provision in general or of any future breach, but rather shall be limited to the particular breach giving rise to the waiver.

11.5 **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.

11.6 **Currency**

All dollar amounts set forth or referred to in this Agreement refer to Canadian currency.

11.7 **Recitals**

The Contractor and the Hospital acknowledge and agree that the provisions contained in the preamble or recitals Section of this Agreement form part of this Agreement and may be relied upon by either Party when interpreting this Agreement.

11.8 **Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the Party causing it to be drafted.

11.9 **Privacy Consent**

By accepting the appointment with the Hospital, the Contractor consents to the Hospital collecting, using and disclosing the Contractor's personal information to establish, manage, terminate and/or otherwise to administer the parties' relationship, including, but not limited to:

- (a) ensuring that the Contractor is properly remunerated for the Services to the Hospital, which may include disclosure to third party administrators;

- (b) ensuring that the Hospital is able to comply with any regulatory and reporting requirements relating to the Contractor's appointment;
- (c) performance evaluation;
- (d) monitoring the Contractor's access to and use of the Hospital's electronic media services in order to ensure that the use of such services is in compliance with the Hospital's policies and procedures and is not in violation of any applicable laws; and
- (e) complying with the Hospital's obligations to report improper or illegal conduct by any employee, director, officer, contractor or agent of the Hospital under any applicable health, criminal or other law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

HÔTEL-DIEU-GRACE HEALTHCARE


Per: 

Per: 

I have read, understand and accept the terms and conditions of this Agreement.

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



Andrea Steen