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January 9, 2015
ADM-015

Ms. Lori Maki

Fort Frances ON

Dear  Ms. Maki:

Re: Transition associated with organizational renewal

The attached employment agreement reflects the agreed to amendments made to the initial document sent on September 9, 2014.

If you accept the terms of employment as set out in the attached employment agreement, please sign the attached Acknowledgement and the attached Employment Agreement, and provide signed copies of both to Allan Katz, President & Chief Executive Officer by January 13, 2015.

I look forward to your continued leadership and engagement as part of the organization's management team.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Allan Katz, MHSc
President and Chief Executive Officer

c. HR
 Payroll

ACKNOWLEDGEMENT

I acknowledge that I have been provided with one (1.5) months' notice that, effective October 13, 2014 my current position as Executive Vice-President & Chief Nursing Executive will be eliminated, and that my employment with Riverside Health Care Facilities Inc. ("Riverside") will be continued in the position of Vice President, Clinical Services & Chief Nursing Executive.

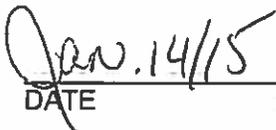
I hereby accept continued employment with Riverside in the position of Vice President, Clinical Services & Chief Nursing Executive, effective October 13, 2014 on the terms and conditions set out in the attached employment agreement.

I warrant that I have been provided with an opportunity to obtain independent legal advice with respect to this notice and the employment agreement, and that I have obtained such advice.



SIGNATURE
LORI MAIKI

NAME (Printed)



DATE

EMPLOYMENT AGREEMENT

This Agreement made this 9th day of January, 2015

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.
(hereinafter called the "Riverside")

-and-

Lori Maki
(hereinafter called the "Executive")

WHEREAS the Executive's employment with the Riverside commenced on or about January 3, 2001 and the Executive is currently employed with Riverside in the position of Executive Vice President and Chief Nursing Executive;

AND WHEREAS Riverside is in the process of an organizational renewal and has offered the Executive employment on the terms and conditions set out below;

AND WHEREAS the Executive has agreed to accept continued employment with Riverside on these terms and conditions;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Responsibilities

- 1.1 The Executive shall be employed by Riverside in the full-time position of Vice President of Clinical Services & Chief Nursing Executive ("the Position").
- 1.2 The Executive shall report to and take direction from Allan Katz, President & Chief Executive Officer.
- 1.3 The Executive is expected to fulfill those responsibilities and duties normally associated with the position of Vice President of Clinical Services & Chief Nursing Executive for a health care institution and as established from time to time by the Board or by or pursuant to the By-Laws of Riverside (the "By-Laws"), including those responsibilities described in the attached Job Description as Schedule "A". As Vice President of Clinical Services & Chief Nursing Executive, the Executive will be an ex-officio non-voting member of the Board of Directors. The Executive agrees that she has reviewed and is fully familiar with the By-laws and job description and, in particular, with the provisions establishing the responsibilities and duties of the position.
- 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 Riverside's operations, in addition to Riverside'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.

2. Recognition of Service

- 2.1 The Executive's service with Riverside in the position of Executive Vice President & Chief Nursing Executive will be recognized for the purposes of this agreement.

3. Stipend

- 3.1 In recognition of the Executive's continued service, Riverside will provide the Executive with an annualized payment of \$14,872, less deductions and withholdings, to be paid bi-weekly for two (2) years, beginning October 13, 2014. ("Stipend"). For greater clarity, the Executive will not be entitled to any stipend after October 12, 2016.

4. Compensation

- 4.1 Separate and apart from the provisions of Section 3.1, the Executive's maximum total available annual compensation, including incentive, will be \$128,000.

The Executive's total compensation package, including the Stipend noted in Section 3.1, 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 (the "BPSAA").

Riverside complies with the ECFAA by allocating incentive compensation based on the Executive's contribution to achieving annual targets as defined in Riverside's Quality Improvement Plan.

- 4.2 The Executive shall be reimbursed by Riverside, upon presentation of appropriate receipts, for annual membership and licensing fees approved by Riverside, in order to maintain active membership in professional associations which are relevant to the position held. Annual dues and related expenses will be paid by Riverside for membership by the Executive in work related organizations.
- 4.3 The Executive shall be reimbursed for all expenses other than automobile expenses, which are actually and reasonably incurred by her in connection with the performance of her duties upon presentation of appropriate receipts, and in compliance with Riverside's policies.
- 4.4 For purposes of assisting with professional development and effective performance of duties, Riverside supports the Executive's attendance at applicable conferences, conventions and academic advancement to a Master's level relevant to Riverside and the Executive's professional development needs. Riverside will support all reasonable costs associated with the achievement of a Master's degree. The Executive and Riverside will agree to work together on appropriate program selection and opportunities to mitigate costs (e.g., academic location selection, combination of on-line and on-site education, staged over multiple years, etc.). Riverside shall reimburse the Executive upon presentation of appropriate receipts, for such pre-approved reasonable professional development fees, up to an agreed upon annual maximum.
- 4.5 The Executive is eligible to be enrolled in the benefit plans offered by Riverside for its executive group, as amended from time to time. The Executive will participate in Riverside's pension plan. Attached hereto as Schedule "B" is a summary of the benefit and pension plans currently offered by Riverside to members of its executive group.
- 4.6 The Executive is entitled to vacation as offered by Riverside for its executive group, as attached hereto as Schedule "B". Any unused vacation accrued may be carried forward in accordance with Riverside's vacation policies. Vacation time shall be taken at a time or times agreed upon between the Executive and the President and Chief Executive Officer

5. Termination of Employment

- 5.1 If the Executive wishes to resign as Vice President of Clinical Services & Chief Nursing Executive, the Executive agrees to provide Riverside with a minimum of 60 days' prior written notice until March 31, 2016 and 90 days' notice afterwards. Riverside can waive in whole or in part without further obligation to the Executive.

5.2 Riverside agrees that if it wishes to terminate this Agreement and the Executive's employment, without just cause, it will provide the Executive with no more than one (1) month for each completed year of service, to a maximum of eighteen (18) months.

The parties agree that the notice period may be satisfied by way of working notice, salary continuance or lump sum payment or any combination thereof, in Riverside's sole discretion.

Payment to the Executive under the provisions of this Section is inclusive of any termination pay or severance pay due to the Executive under the *Employment Standards Act, 2000*, or applicable equivalent legislation and is in full and final settlement of all claims.

In the case of termination of employment under this Section 5.2, Riverside shall provide the Executive with outplacement counseling to a maximum cost of \$5,000.

The Executive shall be obligated, following termination of employment, to make reasonable efforts to obtain alternative, substantially similar employment. Should the Executive obtain alternative substantially similar employment or become self-employed during the notice period, Riverside will cease making termination payments hereunder and will pay the Executive fifty per cent (50%) of any unpaid balance of termination payments in full and final settlement of its obligations hereunder.

5.3 Riverside may terminate this Agreement in its sole discretion, at any time, 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 pay.

5.4 The parties agree that certain events will frustrate this Agreement. The occurrence of such events will automatically terminate this Agreement, without liability or obligation, including notice or pay in lieu of notice under section 5.2, to either the Executive, or to Riverside, except as may be required to meet minimum applicable employment standards. Events which will frustrate this Agreement include:

- the death of the Executive;
- the permanent disability of the Executive; and
- any other event accepted as frustrating a contract of employment under the governing law of this Agreement.

The parties further agree that the Executive will be deemed to have a "permanent disability" if the Executive is unable to carry out substantially all of the duties as Vice President of Clinical Services & Chief Nursing Executive for a period of 180 days in any twelve (12) month period. The parties also agree that the permanent disability of the Executive as defined herein will amount to undue hardship for Riverside, releasing Riverside of any duty for ongoing accommodation.

5.5 Upon any termination of the Executive's employment, eligibility for and enrollment in the benefit plans outlined in section 4.5 and 4.6 hereof will continue for no more than the later of (i) the last day worked by the Executive; or (ii) the last day during any minimum period in which such benefits must be maintained pursuant to the *Employment Standards Act, 2000* as amended. Incentive payments owing per the Quality Improvement Plan performance targets will be prorated based on the numbers of months of participation in the current annual plan upon termination.

5.6 The Executive acknowledges and agrees that the termination provisions set out above are reasonable and are in complete satisfaction of all obligations that Riverside has or will have to the Executive arising from the termination of this Agreement, or of the Executive's employment, whether statutory or at common law. The Executive accepts the terms and conditions of the termination provisions set out above as full and complete consideration for all foreseen and unforeseeable losses, claims, damages, benefits, costs, etc. arising out of or connected with the Executive's employment (whether statutory or otherwise) and the termination of that employment, including the manner, process or reason for such termination. Upon provision or payment of the

above notice or payment in lieu, as applicable, the Executive agrees that the Executive will not be entitled to any further payment or notice of termination of any kind.

5.7 It is intended that the notice provisions in this Agreement include any entitlements the Executive may have to termination pay and/or severance pay stipulated by the *Employment Standards Act, 2000* as amended. In the event that the Executive's statutory entitlements exceed the notice provisions set out in this Agreement, then those statutory entitlements shall replace the notice provisions in this Agreement, and no further payments, notice or payment in lieu shall be required.

6. Riverside's Property and Confidentiality

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

6.2 The Executive agrees that during the Term of this Agreement, or any time after the termination of this Agreement (except in the ordinary course of the Executive's services to Riverside), the Executive will not use or disclose non-public information acquired by the Executive concerning the business or affairs of Riverside.

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 Executive Vice President & Chief Nursing Executive 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 or part of this Agreement shall be deemed invalid by a Court, the remaining provisions shall remain in effect.

10. Waiver

10.1 Riverside reserves the right from time to time and on more than one occasion to waive any of the obligations of the part of the Executive in this Agreement. No waiver by Riverside of any breach of the terms of this Agreement shall constitute a waiver of any prior or subsequent breach of any obligation.

11. Governing Law

11.1 This Agreement shall be construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.

12. Successors

12.1 This Agreement is binding on Riverside and any successor to it.

13. Independent Legal Advice.

13.1 The Executive acknowledges that the Executive has obtained independent legal advice before signing this Agreement. The Executive further acknowledges and agrees that the Executive has

read this Agreement and fully understands the terms of this Agreement, and further agrees that all such terms are reasonable and that the Executive is signing this Agreement freely, voluntarily and without duress.

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.

Julie Loveday
WITNESS
Julie Loveday
Print Name

Lori Maki
Date: January 14/15

RIVERSIDE HEALTH CARE FACILITIES
INC.

By: Alan Katz
Print Name: ALLAN KATZ
Title: PRESIDENT & CEO
Date: 2015-1-14

Schedule 'A' – Employment Agreement – Lori Maki dated January 9, 2015

RIVERSIDE HEALTH CARE

JOB DESCRIPTION

POSITION: Vice President of Acute Care & Chief Nursing Executive
DEPARTMENT: Nursing
RESPONSIBLE TO: CEO
DATE-ORIGINAL: January 9, 2015
DATE-REVIEWED:
DATE-REVISED:

QUALIFICATIONS NECESSARY:

- Undergraduate degree, i.e. Baccalaureate in Nursing or Business Administration or equivalent, Masters in Health, or Business or Nursing is preferred
- Current (or eligible for) registration with the College of Nurses of Ontario
- Minimum 5 years direct clinical involvement and management experience, preferably in an acute care setting
- Demonstrated strong clinical and administrative leadership abilities
- Proven strong interpersonal, communication and presentation skills to work within a diverse community
- Proven independent decision making skills
- Demonstrated ability to motivate and support staff in a challenging, multidisciplinary environment, role modelling the principles of effective team work.
- Demonstrated basic computer literacy utilizing MS Office software applications and the ability to receive and respond to emails

BASIC RESPONSIBILITIES:

The incumbent is accountable for the development, delivery and evaluation of acute programs and services; ensuring service delivery strategies align with the corporate mission and operating plan priorities.

Working in partnership with the organizations Chief of Staff and other members of the senior leadership and management teams, the incumbent provides leadership in the development and implementation of clinical activities and programs that promote safe patient-centered environment and that contribute to quality improvement and risk management initiatives.

The incumbent reports directly to the President & Chief Executive Officer.

SPECIFIC DUTIES:

Planning & Organizing

- Participates as a member of the Senior Leadership Team in the organization's strategic planning process and in the establishment of vision, mission, values, policies
- Through contemporary health care management principles actively participates in and directs: formulation and implementation of standards, policies, and procedures; integration of professional standards of care; quantitative measures and outcomes of care; continuous feedback to acute care service managers.
- Develops policies and procedures for acute care services

Coordination & Communication

- Participates in internal and external committees related to acute care services and other administrative functions within RHC. Facilitates communication between departments. Maintains professional growth and development through seminars, workshops, professional affiliations and courses.

Human Resources

- Develops human resources and management strategies for acute care services ensuring effective recruitment, retention, allocation, development and utilization of staff.

Budgetary/Financial Management

- Plans, organizes, controls, monitors and evaluates acute care services operational and capital budgets in collaboration with department managers, directors, and the Senior Leadership Team.
- Forecasts and submits requests for capital budget items in conjunction with the department managers and directors; oversees budget planning for acute care services with appropriate corporate support.

Management / Supervisory

- Number of direct reports: 10
- Exercises full scope of managerial supervision of departmental staff
- Accountable for establishing, managing, and monitoring applicable Health and Safety standards, processes, communications, training and systems, to ensure safe workplace for employees, patients, and visitors within the acute care services. Ensuring staff have proper training on the safe operation of equipment and PPE, regularly auditing safe work practices and the use of required PPE, and following up with all Health and Safety concerns and issues in a timely manner in obligation common to all RHC managers.

General

- Participates in the Quality Improvement Program.
- Carries out work assignments safely and is knowledgeable of and in compliance with relevant regulations, policies and procedures (i.e. Occupational Health and Safety Act).
- Performs other such duties or responsibilities that may be delegated by the CEO

CONDITIONS OF EMPLOYMENT:

1. Human Resource Policies
2. Department Policies
3. Corporation Policies
4. Union Contract

Schedule 'B' - Employment Agreement - **Lori Maki** dated **January 9, 2015**.

TERMS AND CONDITIONS OF EMPLOYMENT
Executive Group
Full-time

1. Probationary Period: None.
2. Vacation: 4 weeks after 1 year of service
5 weeks after 5 years of service
6 weeks after 10 years of service – effective immediately
7 weeks after 25 years of service
3. Statutory Holidays: Eleven (11) days per year + four (4) floating days
4. Sick leave: H.O.O.D.I.P. Short-term Plan. 100% Employer paid.
5. H.O.O.D.I.P. (Long Term Disability): 100% Employer paid.
6. Group Life Insurance: Basic of \$5,000.00 or coverage two times annual salary.
100% Employer paid.

Accidental Death and Dismemberment: Coverage equal to that of Group Life coverage. 100% Employer paid.
7. Voluntary Life Insurance: Elective coverage available 1X, 2X or 3X salary. 100% Employee paid.
8. Healthcare of Ontario Pension Plan (H.O.O.P.P)
9. Extended Health Benefits – 100% Employer paid.
10. Must be physically capable of performing the essential duties of the job.
11. Compliance with all applicable policies, procedures and regulations (including future amendments).

NOTE: Enrolment in benefit plans, etc. are in accordance with policies and the terms of each respective plan.