

EMPLOYMENT AGREEMENT

This Agreement made this 2nd day of December, 2019 will be effective the first day of employment which is the 20th day of January, 2020.

BETWEEN:

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

- and -

Carla Larson
(hereinafter called the "Executive")

WHEREAS the Executive's employment with the Riverside commenced on or about January 13, 1997 and the Executive is currently employed with Riverside in the position of Director, Financial & Patient Information Services;

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 Chief Financial Officer.
- 1.2 The Executive shall report to and take direction from the Executive Vice President & Chief Operating Officer.
- 1.3 The Executive is expected to fulfill those responsibilities and duties normally associated with the position of Chief Financial Officer for a health care institution and as established from time to time by the Board or pursuant to the By-Laws of Riverside (the "By-Laws"), including those responsibilities described in the attached Job Description as Schedule "A". The Chief Financial Officer will be expected to attend and participate at all Board of Directors and Board Committee meetings as assigned.
- 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 date with Riverside of January 13, 1997 will be recognized for the purposes of this agreement.

3. Compensation

- 3.1 The Executive's maximum total available annual compensation, including incentive, will be as per the following salary grid.

Step 1 \$115,827

Step 2 \$121,924

Step 3 \$126,284

Subject to three (3) percent (%) performance hold back (2% performance 1% QIP) – See Schedule D to be developed.

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.2S, 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.

- 3.2 The Executives annual membership and licensing fees approved by Riverside will be paid, in order to maintain active membership in professional associations which are relevant to the position held.
- 3.3 The Executive shall be reimbursed for all expenses other than automobile expenses, which are actually and reasonably incurred in connection with the performance of duties upon presentation of appropriate receipts, and in compliance with Riverside's policies.
- 3.4 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. 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.
- 3.5 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.
- 3.6 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 Executive Vice President & Chief Operating Officer.

4. Termination of Employment

- 4.1 If the Executive wishes to resign, the Executive agrees to provide Riverside with a minimum of 60 days' prior written notice. Riverside can waive this notice, in whole or in part, without further obligation to the Executive.
- 4.2 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 4.2, 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.

- 4.3 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.
- 4.4 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 4.2, 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 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.

- 4.5 If the Executive wishes to resign from his employment with Riverside, eligibility for and enrollment in the benefit plans outlined in section 3.5 and 3.6 hereof will continue no later than the last day worked by the Executive.

If Riverside wishes to terminate the Executive's employment without just cause, eligibility for and enrollment in the benefit plans outlined in section 3.5 and 3.6 hereof will continue for no later than 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.

- 4.6 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.

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.

5. Riverside's Property and Confidentiality

- 5.1 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.
- 5.2 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.

6. Entire Agreement

- 6.1 This contract constitutes the entire agreement between the parties and any previous agreements, written or oral, express or implied, relating to the Executive's previous positions are hereby void.

7. Amendment to Agreement

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

8. Severability

8.1 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.

9. Waiver

9.1 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.

10. Governing Law

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


11. Successors

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

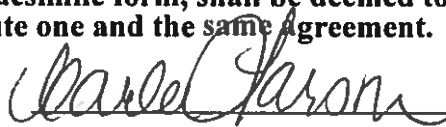
12. Independent Legal Advice

12.1 The Executive acknowledges that they have had the opportunity to obtain 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.



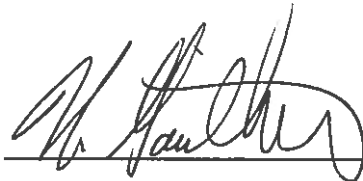
Witness



Ms. Carla Larson

Dec 4/2019

Date



Witness

Mr. Henry Gauthier


Date

ACKNOWLEDGEMENT

I acknowledge that I have been provided with sufficient notice that, effective January 20, ²⁰²⁰~~2019~~ my current position as Director, Financial & Patient Information Services will be eliminated, and that my employment with Riverside Health Care Facilities Inc. ("Riverside") will be continued in the position of Chief Financial Officer. 2020 *KL*

I hereby accept continued employment with Riverside in the position of Chief Financial Officer, effective January 20, ²⁰²⁰~~2019~~ 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

2019.12.07
DATE

Carla Larson
NAME (printed)

Schedule A
Job Description (Draft)

RIVERSIDE HEALTH CARE

JOB DESCRIPTION

POSITION: Chief Financial Officer

DEPARTMENT: Finance & IST

RESPONSIBLE TO: Executive Vice President & Chief Operating Officer

DATE-ORIGINAL: 11/2019

DATE-REVIEWED:

DATE-REVISED:

QUALIFICATIONS:

- A Canadian accounting designation (CA, CGA or CMA).*
- A Master's Degree in accounting, business administration or computer sciences is an asset.
- Strong business acumen and demonstrated strategic thinking skills with an ability to develop strong interdepartmental relationships including Physician Leaders.
- Experience working in a Hospital environment is essential (experience with multi-site environments preferred).
- A minimum of 10 years experience in financial, information and technology management and a recognized leadership role.
- Knowledge of relationship between hospital utilization, clinical and financial data.
- Ability to read, write, speak and hear the English language.
- Must be physically capable of performing the essential duties of the position.

Attributes

- Possesses superior analytical and problem solving abilities
- Possesses excellent leadership qualities
- Effective team player and always motivates and encourages the team
- Reputation for openness, honesty, integrity and trustworthiness
- High level of competency
- Results orientation *oriented?*
- Spirit of innovation and continual improvement
- Constancy of purpose, resilience and enthusiasm
- Facilitation, communication and listening skills
- Creative thinker (ideas and solutions)

GENERAL ACCOUNTABILITY:

- Provide oversight and direction to all aspects of the portfolio which includes Finance, IST, Payroll and Materials Management in addition to general information oversight. Oversight may include third parties contract through outsourcing initiatives.
- Maintain strong collaborative working relationships with all members of the management team
- Ensure optimum utilization of human, fiscal and capital resources
- Function as key member of the Senior Management Team and actively participate in the development, implementation and monitoring of short and long term goals of the organization
- Mentor strong teams with a leadership management style that is collaborative, consultative, honest, participatory, respectful and empowering
- Develop performance measures that support the organization's strategic direction
- Oversee the broader integration of financial, clinical and management data for decision support and ensure the alignment of information technology with the organization's priorities and the LHIN's eHealth plan
- Identify and assess financial, technological and operational risks and implement controls and strategies to minimize them
- Oversight and management of systems planning, development, implementation, monitoring and evaluation
- Oversight of computer system operations, help desk, data centers, computer system operations and communication networks (that includes integrated voice and data)
- (Assist/Ensure) the maintenance of appropriate insurance coverage

SPECIFIC ACCOUNTABILITIES:

Specific Responsibilities

Planning

- Assist in formulating Riverside's future direction and supporting tactical initiatives and recommend and develop strategies for general cost control, streamlining and revenue generation opportunities
- Monitor and direct the implementation of strategic financial, information & technology plans
- Manage the business portfolio efficiently and effectively and in alignment with corporate goals and strategic direction
- Manage the capital request and budgeting processes
- Oversee the broader integration of financial, clinical and management data for decision support and ensure the alignment of information technology with the organization's priorities and the LHIN's eHealth plan

Operations

- Lead the development of the Hospital, Multi-Sector and Long Term Care Accountability Agreements including preparation of related financial submission
- Oversee preparation of audited financial statements and related year end reports and ensure implementation of valid auditor recommendations
- Develop a financial and operational strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to preserve company assets and report accurate financial results
- Review all capital expenditure requests from the standpoint of approval control and ensure that required financial analysis has been completed where required for those proposals requiring COO approval.

- Review and approve all Ministry, Agency, Board of Directors & other External reporting and ensure that record keeping meets the requirements
- Monitor cash balances and cash forecasts, Arrange for debt and equity financing and Invest funds
- Oversee monitoring of financial & statistical position of the hospital, and recommend solutions through analysis
- Maintain effective working relationship with investment bankers, bank management and insurance providers and represent the organization accordingly
- Responsible for the oversight of information processing, computer and communication systems and operations
- Responsible for maintaining the integrity of all electronic records located within Riverside or provided through a hosted service
- Accountable for leading the information and data integrity of the company and its groups, and for all the information technology functions of the enterprise.
- Manage the maintenance and upgrade of corporate information systems
- Manage the maintenance and upgrade of corporate network & infrastructure services
- Responsible for ensuring adequate project management is assigned for technological and information projects
- Responsible to ensure stable, reliable and modern technological environments are maintained
- Oversees the computerization education and training for corporate staff in alignment with corporate education

Risk Management

- Participate in oversight of best practice, continuous quality improvement and change management initiatives (LEAN and Six Sigma) as member of the Senior Team and within scope of accountability
- Construct, monitor & oversee reliable internal control systems
- Ensure reporting compliance requirements are met
- Oversee the issuance of financial & statistical information
- Ensure compliance with legal and regulatory requirements
- Promote ethical leadership, accountable decision making and stewardship of resources
- Identify and assess financial, technological and operational risks and implement controls and strategies to minimize them

Dimensions:

The Chief Financial Officer oversees financial, business intelligence and technology for the corporation and is the only finance officer of the corporation. The position reports directly to the Executive Vice President & Chief Operating Officer.

This position is continually challenged to balance the interests of the corporation with the needs of the individual; it is charged with the responsibility for the consistent application of policies and procedures to ensure they are up-to-date in terms of organizational needs, best practices and changes to legislation and alternatively it must recognize appropriate exceptions and timely change.

It is imperative that this position develop and maintain credibility and integrity with the unions, managers and all employees regardless of status.

It is essential that the incumbent is able to make effective decisions when policies, procedures and past practices are unavailable or unclear.

Negotiations and conflict resolution are intrinsic to this position. Maintaining labour harmony is a principle goal.

Decisions made by the Chief Financial Officer will commit the organization. Decisions of a significant nature require discussion with and authorization of the Executive Vice President & Chief Operating Officer.

CONDITIONS OF EMPLOYMENT:

1. Human Resource Policies
2. Corporation Policies
3. Department Policies