

The ADDENDUM shall be effective 01 April 2016 to 31 March 2017 and is an Addendum to the Executive Employment Contract which was effective 01 October 2013

BETWEEN:

KINGSTON GENERAL HOSPITAL (the Employer)
(Herein referred to as the "Hospital")

-and-

J'NEENE COGHLAN (the Employee)
(Vice President and Chief Information Officer, herein referred to as the "VP-CFO")

Section 5.1 of the Executive Employment contract shall be modified as follows with the text in bold italics added and the text containing a strikethrough deleted:

Section 5.1 The VP-CFO salary, less applicable deductions:

~~Start date of Agreement: \$190,000~~ ***\$204,780*** annual salary with ~~3%~~ ***10%*** to be held as pay at risk and awarded after a review of the fiscal results

This addendum shall be effective 01 April 2016 to 31 March 2017.

The original Executive Employment Contract is attached and made a part of this document.

IN WITNESS WHEREOF the parties hereto have cause this agreement to be executed:

KINGSTON GENERAL HOSPITAL (The Employer)

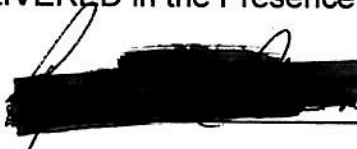
Per: 

Jim Flett, Interim President and Chief Executive Officer

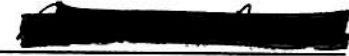
I have read, understand and accept the terms and conditions of this Addendum to be effective 01 April 2016.

SIGNED, SEALED AND DELIVERED in the Presence of:

Witness:



Print:

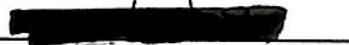


J'Neene Coghlan (The Employee)

Signature



Date:



This agreement is made effective the 01 October, 2013.

B E T W E E N:

KINGSTON GENERAL HOSPITAL (The Employer)
(Herein referred to as the "Hospital")

-and-

J'Neene Coghlan (The Employee)
(Vice President and Chief Financial Officer, herein referred to as the "VP-CFO")

WHEREAS the Hospital is a corporation without share capital duly incorporated under the laws of the Province of Ontario, having its head office, in the City of Kingston, in the Province of Ontario;

WHEREAS the parties to the within agreement are committed to protecting the interests of taxpayers and strengthening the accountability of the Hospital as an organization in receipt of public funds;

WHEREAS the parties are aware and adhere to the requirements under the Broader Public Sector Accountability Act, 2010 and in particular to ensure that public funds are used prudently and responsibly;

WHEREAS parties are aware and adhere to the requirements under the Excellent Care for All Act, 2010 and in particular to ensure that an annual quality improvement plan is established and that a portion of the executive pay is linked to the plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties hereto, it is agreed by and between the parties as follows:

Position and Duties

- 1.1 The VP-CFO will be employed in the position of Vice-President and Chief Financial Officer as set forth in the job description setting out the duties of the VP-CFO.
- 1.2 The VP-CFO will report to the Chief Operating Officer (COO).
- 1.3 The VP-CFO acknowledges that the VP-CFO's duties may be unilaterally revised by the COO, from time to time.

Executive Employment Contract
Vice President and Chief Financial Officer
Kingston General Hospital

- 1.4 The VP-CFO will abide by the Hospital's mission, guiding principles, policies, practices, procedures, rules and regulations, applicable statutes and regulations, guidelines and directions from the COO, as may be amended from time to time.

Professional Responsibilities

- 2.1 The VP-CFO is accountable to the COO for all contractual and employment obligations. The performance of these obligations will be reviewed by the COO on an annual basis, in accordance with hospital policies.
- 2.2 The VP-CFO will devote her full working time and attention to the business and affairs of the Hospital.
- 2.3 The VP-CFO agrees to avoid any external commitments that may interfere with her obligations to the Hospital or that constitute a potential, perceived or real conflict of interest, in accordance with Hospital policy.

Representations and Warranties

- 3.1 The VP-CFO warrants that she will and can carry out all contractual obligations pursuant to this Agreement and her employment in a diligent fashion and with a high degree of professional competence.
- 3.2 All representations, warranties, covenants and limitations of liability in this contract shall continue in force after the termination of this contract.

Term of the Agreement

- 4.1 The parties acknowledge and agree that the VP-CFO commenced employment with the Hospital on 30 March, 2009.
- 4.2 The parties acknowledge and agree that the VP-CFO has been in a permanent executive role since 01 October, 2013.
- 4.3 The parties acknowledge and agree that effective the date of this Agreement that there is no termination date of the employment contract.
- 4.4 The Hospital may terminate the VP-CFO's employment for cause, without notice or pay in lieu of notice.
- 4.5 The Hospital may terminate this Agreement and the VP-CFO's employment at any time, in the absence of cause, by providing notice pursuant to common law considerations, including the total years of employment service at the hospital. The notice or pay-in-lieu of notice shall be in full and final satisfaction of all amounts owed by the Hospital to the VP-CFO. Any pay-in-lieu of notice shall be calculated utilizing the annual salary, inclusive of the pay at risk percentage in effect at the date upon which the notice of termination is given by the Hospital to the VP-CFO, including applicable notice required under the Employment Standards of Ontario.
- 4.6 The VP-CFO shall provide no less than three (3) months' written notice to the COO of her intent to terminate this Agreement either through resignation, retirement or other departure from employment.

- 4.11 The notice of termination of this Agreement by the Hospital pursuant to the terms of this Agreement shall be given in writing by personal delivery or by ordinary prepaid mail addressed as follows:

To the VP-CFO: J'Neene Coghlan

s. 21(1)

Remuneration, Vacation and Benefits

- 5.1 The VP-CFO salary, less applicable deductions:
- Start date of Agreement: \$ 190,000 annual salary with 3% to be held as pay at risk and awarded after a review of the fiscal results.
- 5.2 The annual allocation of pay at risk is contingent on the COO's assessment and evaluation of the VP-CFO's performance and whether the performance agreement as established in article 5.4, have been successfully met is the COO's sole discretion. This assessment and evaluation shall be conducted consistent with any applicable policy or procedure which may be established or amended from time to time.
- 5.3 The hospital will review the salary of the VP-CFO in April in each year. This will be conducted and adjustments made consistent with applicable policies or legislation. Review of total compensation, will be conducted every three years and in accordance with applicable policy or legislation.
- 5.4 The COO and the VP-CFO shall jointly develop an annual performance agreement which includes goals, milestones and targets for the fiscal year by which the VP-CFO will be measured when evaluated. Pay at risk is allocated according to policy and the actual results achieved against pre-established targets, at the end of the fiscal year once all the year-end financial, clinical and business performance data is available.
- 5.5 The Hospital shall provide the VP-CFO with five (5) weeks annually paid vacation. Vacation days shall be taken as agreed by the COO and VP-CFO. Progression regarding additional vacation days will be pursuant to the Non-union Terms and Conditions.
- 5.6 Carry-over of vacation entitlements from year to year will be done in accordance with hospital policy, unless prior authorization in writing has been obtained from the COO.
- 5.7 Upon termination of the employment relationship for any reason, the VP-CFO is entitled to payout of any accrued, but untaken, vacation entitlement.
- 5.8 The Hospital and Employee shall pay the applicable premium cost of the benefits as outlined in the attached Schedule "A". Participation in these benefits will be subject to the terms of the applicable benefit plan or policy in effect from time to time. The Hospital may change these benefits and benefit terms from time to time, in which case

Executive Employment Contract
Vice President and Chief Financial Officer
Kingston General Hospital

the Hospital will advise the VP-CFO of the change(s). The VP-CFO will be subject to the general conditions and limitations in any benefit plan or program and may be changed without notice. For insured benefits, the Hospital is only required to pay their portion of the premiums and have no further obligations. Termination of benefits will be in accordance with the Termination provisions of this Agreement.

Hospital's Property

- 6.1 The VP-CFO acknowledges that all items of any and every nature or kind created or used by the VP-CFO pursuant to the VP-CFO's engagement under this Agreement or furnished by the Hospital to the VP-CFO, and all equipment, books, records, reports, files, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Hospital at all times and shall be surrendered to the Hospital in good condition, promptly on the date she ceases for any reason to be an employee of the Hospital irrespective of the time, manner or cause of the release from employment.
- 6.2 Without limiting the generality of the foregoing, the VP-CFO further covenants and agrees with the Hospital that all documents, including, without limitation, instructions, drawings, notes, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formula, records, files, computer programs, data, inventions, patents and other property relating to the Hospital made or conceived by her during the term hereof of which may come into her possession during hereof in her capacity as an employee hereunder are the sole and exclusive property of the Hospital and will not without the prior written consent of the Hospital be removed from the offices of the Hospital (except to the extent necessary in carrying out the VP-CFO's duties hereunder) and shall, in any event, be returned to the Hospital upon the VP-CFO ceasing for any reason to be an employee of the Hospital.

Conflict of Interest

- 7.1 It is understood and agreed that a conflict of interest or the perception of one does not necessarily involve monetary gain, but may arise in a variety of ways. The VP-CFO shall be responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations. The parties agree that in addition to the VP-CFO being responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations; she shall disclose any such actual or perceived conflicts of interest to the COO at the earliest possible opportunity upon discovering same.
- 7.2 The VP-CFO shall not, during the term of the Contract, under any circumstances, either directly or indirectly, engage in any other occupation, business or entity, or have any interest in same, without the prior written consent of the COO in accordance with Hospital policy for such matters.

Executive Employment Contract
Vice President and Chief Financial Officer
Kingston General Hospital

Confidentiality

- 8.1 The VP-CFO acknowledges that she is in a fiduciary relationship and position of trust with the Hospital. In the performance of this Agreement, confidential information relating to the Hospital, its patients and the services it provides may be disclosed or become known to the VP-CFO. The VP-CFO acknowledges that the disclosure of confidential information other than as necessary in the fulfillment of the VP-CFO's employment duties on behalf of the Hospital, or compliance with any applicable statute or regulation or as compelled by a court of law or other judicial or administrative body, would be detrimental to the legitimate interests of the Hospital. The VP-CFO undertakes and agrees that no such confidential information shall be divulged in any form, nor used directly or indirectly for the VP-CFO's own purposes or for the purposes of any person, corporation, firm, association or thing other than the Hospital, without the Hospital's prior consent, except as may be necessary in the proper discharge of his responsibilities under this Agreement.

Assignment of the Agreement

- 9.1 Neither party may assign this Agreement without the express written consent of the other party.

Severability

- 10.1 The Hospital and the VP-CFO agree that if any of the provisions or a part of a provision of this Agreement are deemed illegal and unenforceable, 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 had never been included.

Entire Agreement

- 11.1 This agreement constitutes the entire agreement between the VP-CFO and the Hospital concerning the VP-CFO's employment relationship with the Hospital. It supersedes any and all other agreements or contracts, whether verbal or written, between the parties. The VP-CFO further acknowledges that there are no other agreements, understandings, representations, promises or warranties, either collateral, oral or otherwise made to him apart from the obligations of the Hospital expressly set out in this Agreement.

Legal Authority

- 12.1 The Hospital represents and warrants that:
- (a) it has the authority to enter into this Agreement;

Executive Employment Contract
Vice President and Chief Financial Officer
Kingston General Hospital

- (b) all necessary steps have been taken by the Hospital to properly authorize the execution and performance of the terms of this Agreement; and
- (c) when this Agreement has been executed by the parties signing below, this Agreement shall be a legal, valid and binding Agreement, enforceable against the Hospital in accordance with the terms.

General

- 13.1 This agreement will be reviewed on an annual basis to identify revisions required as part of legislative or other changes and any agreement will have to be agreed to by both parties.
- 13.2 This agreement may be amended at any time by mutual agreement of the parties in writing.
- 13.3 Any disputes as to the validity, interpretation, performance of this Agreement shall be determined in accordance with the law and by the Courts of the Province of Ontario.

Independent Legal Advice

- 14.1 The VP-CFO acknowledges and agrees that this Agreement was negotiated freely and voluntarily and that the opportunity to seek independent legal advice was offered by the Hospital with respect to this Agreement and its terms, prior to executing same.

IN WITNESS WHEREOF the parties hereto have cause this agreement to be executed:

KINGSTON GENERAL HOSPITAL

Per: S. 21(1)

 Jim Elliott, Chief Operating Officer

I have read, understand and accept the terms and conditions of this Agreement dated this 11th day of November, 2013.

SIGNED, SEALED AND DELIVERED in the Presence of:

S. 21(1) S. 21(1)

 Witness,) Neene Coghlan