

**This Agreement is dated January 21, 2020**

**B E T W E E N:**

**KINGSTON HEALTH SCIENCES CENTRE (KHSC) and KINGSTON GENERAL HEALTH  
RESEARCH INSTITUTE (KGHRI)**  
(Herein referred to as the "Hospital" and "KGHRI" respectively)

-And-

**DR. STEVEN P. SMITH**  
(Herein referred to as the "Executive")

It is agreed by and between the parties as follows:

**1.0 Position and Duties**

- 1.1** Effective January 1, 2020, the Executive will be employed concurrently in the 0.25 FTE position of Vice President, Health Sciences Research ("VPR"), Kingston Health Sciences Centre ("KHSC") and the 0.25 FTE position of President and Chief Executive Officer ("CEO"), Kingston General Health Research Institute ("KGHRI").
- 1.2** The Executive acknowledges that their duties may be unilaterally revised by the President and Chief Executive Officer of the Hospital and/or Chair, Board of Directors, KGHRI.
- 1.3** The Executive, while performing their duties, will abide by the missions, values, guiding principles, policies, practices, procedures, rules and regulations of the Hospital and KGHRI, their sites, and by the applicable legislation, statutes and regulations, and guidelines and directions from the President and Chief Executive Officer of the Hospital and/or Chair, Board of Directors, KGHRI as may be amended from time to time.

Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

2.0 Professional Responsibilities

- 2.1 The Executive is accountable to the President and Chief Executive Officer of the Hospital and Chair, Board of Directors, KGHRI for all contractual and employment obligations. The performance of these obligations will be reviewed by the President and Chief Executive Officer of the Hospital and Chair, Board of Directors, KGHRI on an annual basis, in accordance with the applicable policies.
- 2.2 The Executive will devote their attention to the business and affairs of the Hospital and KGHRI.
- 2.3 The Executive will not accept any appointment, employment, or other duties during the term of this Agreement and any renewal hereof, without the prior written consent of the President and Chief Executive Officer of the Hospital and/or Chair, Board of Directors, KGHRI.

For clarity, it is acknowledged that this joint appointment is contingent upon the corresponding 0.5 FTE appointment to the role of Vice-Dean, Research, Faculty of Health Sciences, Queen's University ("University").

This as such, constitutes a single appointment.

- 2.4 The Executive agrees to avoid any external commitments that may interfere with their obligations to the Hospital and/or KGHRI or that constitute a potential, perceived or real conflict of interest, in accordance with the Hospital's and/or KGHRI's policies.

3.0 Representations and Warranties

- 3.1 The Executive warrants that they will and can carry out all contractual obligations pursuant to this Agreement and their 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 Agreement that are intended, by their terms, to survive termination of this Agreement shall continue in force after the termination of this Agreement.

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 The image shows handwritten initials and signatures. On the left, there is a large, stylized initial 'S'. To its right, there are smaller initials 'K' and 'N'. Further right, there is a signature that appears to be 'N. Smith' with a date '2/20' written below it.

Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

4.0 Term of the Agreement

- 4.1 Effective Date: This Agreement comes into effect on January 1, 2020.
- 4.2 Term: This Agreement, unless terminated earlier as provided below, shall be in effect up to and including June 30, 2024 (the "Term"). The Agreement may be renewed, extended or terminated only as set out below.

5.0 Termination



- 5.1 Should either the appointment as Vice-Dean Research, Faculty of Health Sciences, Queen's University or the joint appointment as VPR, KHSC and CEO, KGHRI come to an end, for any reason, all of these appointments would effectively end and the financial terms would be discontinued.

In the event that either Queen's, Faculty of Health Sciences or the Hospital and KGHRI individually or jointly terminate this appointment, the Executive would return to their Tenured Academic appointment with the University in accordance with the terms of their agreement with the University and the salary that the Executive would receive upon returning to the Tenured Academic appointment would mitigate any severance owing to the Executive, by either party, as referenced in accordance with the Letter of Offer from the University.

6.0 Remuneration, Vacation and Benefits

- 6.1 The Executive shall receive a total annual salary base of \$125,000, and a maximum annual performance pay of 10% of annual base salary, less applicable deductions. The salary shall be payable in equal payments on a bi-weekly basis.
- 6.2 The President and Chief Executive Officer of the Hospital will conduct an annual evaluation of the Executive's performance, measured against established performance targets agreed to jointly by the Executive and the President and Chief Executive Officer of the Hospital at the beginning of the period of assessment. Any payment for the attainment of performance targets will be in accordance with the Hospital practices governing such compensation.

Performance pay 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. For greater certainty, this is not a performance agreement for the purposes of the *Commitment to the Future of Medicare Act, 2004*.

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3



## Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

The Chair, Board of Directors, KGHRI will conduct an annual evaluation of the Executive's performance, measured against established performance targets, approved by the Chair, Board of Directors, KGHRI at the beginning of the period of assessment. Any payment for attainment of performance targets will be in accordance with the KGHRI practices governing such compensation.

- 6.3 The VPR portion of the base salary of the Executive will be adjusted consistent with applicable policies and legislation for non-union leadership positions in the Hospital. The CEO portion of the base salary of the Executive will be eligible for annual Across-the-Board (ATB) increases that may be approved by the Chair, Board of Directors, KGHRI
- 6.4 The Hospital and/or KGHRI shall reimburse the Executive for kilometers driven in the course of actively carrying out their job duties, pursuant to the Hospital and/or KGHRI's travel policy and at the applicable per kilometer rate established by the Hospital and/or KGHRI from time to time and shall reimburse the Executive for all other reasonable expenses incurred in carrying out their duties in accordance with the Hospital and/or KGHRI policy.
- 6.5 The Executive shall be paid monies in lieu of group benefits in an amount equivalent to nine percent (9%) of base salary.

The Executive will be eligible to participate in the Healthcare of Ontario Pension Plan (HOOPP).

The Executive shall be paid monies in lieu of vacation in an amount equivalent to ten percent (10%) of base salary.

6.6 Teaching Buyout

The Executive's current undergraduate teaching duties for BCHM 315 and BCHM 410 in the Department of Biomedical and Molecular Sciences would be bought out. KGHRI will be accountable to a maximum of \$11,000.

6.7 Strategy and Innovation Support

The KGHRI would provide a maximum of \$100,000 operating budget to support strategic and operational research initiatives in year 1 of the Executive's appointment. In subsequent years, the Executive would be required to submit a strategic plan and budgetary request pursuant to related KGHRI practices.

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Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

6.8 Research Operating Funds

KGHRI would provide \$50,000 per annum in operating funds to support the Executive's current active research program.

6.9 Professional Development

The Executive would be provided financial support to a maximum of \$20,000 for leadership training to be approved jointly by KGHRI and the University. KGHRI would provide a maximum of \$10,000 to the Executive's professional development.

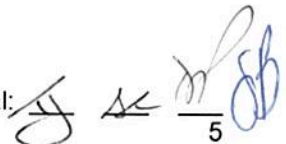
For the duration of the Executive's term, additional professional development requests would be subject to approval by the President and Chief Executive Officer of the Hospital and the Chair, Board of Directors, KGHRI.

- 6.10 The parties understand that the Broader Public Sector Accountability Act, 2010 (BPSAA), the Broader Public Sector Executive Compensation Act, 2014 (BPSECA), the Excellent Care for All Act, 2010 (ECFAA), and regulations thereunder establish requirements for hospitals in their management of executive compensation and that this Agreement must comply with the provisions of such existing provisions or any such successor legislation and/or regulations thereunder.

7.0 Hospital and/or KGHRI Property

- 7.1 The Executive acknowledges that all items of any and every nature or kind created or used by the Executive pursuant to the Executive's engagement under this Agreement or furnished by the Hospital and/or KGHRI to the Executive, 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 and/or KGHRI at all times and shall be surrendered to the applicable organization in good condition, promptly on the date the Executive ceases for any reason to be an employee of the Hospital and/or KGHRI irrespective of the time, manner or cause of the release from employment.

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## Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

- 7.2 Without limiting the generality of the foregoing, the Executive further covenants and agrees that all documents, including, without limitation, instructions, drawings, notes, memoranda, blueprints, manuals, letters, notebooks, reports, sketches, formula, records, files, computer programs, data, inventions, patents and other property relating to the Hospital and/or KGHRI made or conceived by them during the term hereof which may come into their possession in the capacity as an employee hereunder are the sole and exclusive property of the Hospital and/or KGHRI and will not without the prior written consent of the Hospital and/or KGHRI be removed from the offices of the Hospital and/or KGHRI (except to the extent necessary in carrying out the Executive's duties hereunder) and shall, in any event, be returned to the Hospital and/or KGHRI upon the Executive ceasing for any reason to be an employee of the Hospital and/or KGHRI.

## 8.0 Conflict of Interest

- 8.1 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 Executive shall avoid all circumstances that may give rise to actual or perceived conflict of interest situations. The parties agree that in addition to the Executive being responsible for avoiding all circumstances that may give rise to actual or perceived conflict of interest situations; they shall disclose any such actual or perceived conflicts of interest to the President and Chief Executive Officer of the Hospital and/or Chair, Board of Directors, KGHRI at the earliest possible opportunity upon discovering same.
- 8.2 The Executive shall not, during the term of the Agreement, under any circumstances, either directly or indirectly, engage in any other occupation, business or entity, nor have any interest in same, without the prior written consent of the President and Chief Executive Officer of the Hospital and/or Chair, Board of Directors, KGHRI in accordance with Hospital and/or KGHRI policy for such matters. Once approved, any significant change in these activities must be reported to the President and Chief Executive Officer of the Hospital and/or Chair, Board of Directors, KGHRI.

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6

## Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

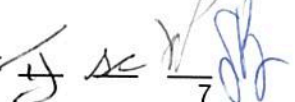
## 9.0 Confidentiality and Personal Information Sharing

9.1 The Executive acknowledges that they are in a fiduciary relationship and position of trust with the Hospital and KGHRI. In the performance of this Agreement, confidential information relating to KGHRI, the Hospital, its patients and the services they provide may be disclosed or become known to the Executive. The Executive acknowledges that the disclosure of confidential information other than as necessary in the fulfillment of the Executive's employment duties on behalf of the Hospital and/or KGHRI, 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 and/or KGHRI. The Executive undertakes and agrees that no such confidential information shall be divulged in any form, nor used directly or indirectly for the Executive's own purposes or for the purposes of any person, corporation, firm, association or thing other than the Hospital and/or KGHRI, without the Hospital and/or KGHRI's prior consent, except as may be necessary in the proper discharge of their responsibilities under this Agreement.

9.2 The nature of this dual appointment would necessitate the sharing of "personal information" as defined by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, between authorized custodians of the Hospital, KGHRI and Queen's University, Faculty of Health Sciences. Specifically, information related to the Executive's employment with the institutions including correspondence that is implicitly or explicitly of a private or confidential nature, details pertaining to employment related investigations, disciplinary matters, performance assessments and metrics, any identifying numbers, symbols or other particulars assigned to the Executive by any of the institutions, information related to benefits program participation, pension and personal contact details. This information would only be disclosed between authorized custodians of the Hospital, KGHRI and Queen's University, Faculty of Health Sciences and the Executive; the Executive would effectively consent to the disclosure of the above-mentioned personal information between the Hospital, KGHRI and Queen's University, Faculty of Health Sciences.

## 10.0 Assignment of the Agreement

10.1 No party may assign this Agreement without the express written consent of the other parties.

Initial:  7



Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

11.0 Succession of the Agreement

11.1 This Agreement is binding on the Hospital and KGHRI and any successor to it whatsoever.

12.0 Severability

12.1 The parties 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.

13.0 Entire Agreement




13.1 This Agreement constitutes the entire agreement between the Executive and the Hospital and KGHRI concerning the Executive's employment relationship with the Hospital and KGHRI. As of the Effective Date, it supersedes any and all other agreements or contracts, whether verbal or written, between the parties. The Executive further acknowledges that there are no other agreements, understandings, representations, promises or warranties, either collateral, oral or otherwise made to them apart from the obligations of the Hospital and KGHRI expressly set out in this Agreement.

14.0 Legal Authority

14.1 The Hospital and KGHRI represents and warrants that:

- a. it has the authority to enter into this Agreement; AND
- b. this Agreement shall be a legal, valid and binding Agreement, enforceable against each the Hospital and KGHRI in accordance with the terms.

14.2 The parties agree that any other agreements between them having effect prior to the Effective Date will terminate without any further action required between the parties on the Effective Date.

Initial:     
8



## Executive Employment Contract

Dr. Steven P. Smith, Vice President, Research, Kingston Health Sciences Centre and President and Chief Executive Officer, Kingston General Health Research Institute

## 15.0 General

15.1 The Executive and their heirs, executors, administrators and estates and effects shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Hospital and/or KGHRI from and against:

- a) all costs, charges and expenses whatsoever which the Executive sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against them, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them, in or about the execution of the duties of their office; and
- b) all other costs, charges and expenses which they sustains or incurs in or about or in relation to the affairs of the Hospital and/or KGHRI, except such costs, charges or expenses as are occasioned by their own willful neglect or default.

The indemnity provided for in the preceding paragraph:

- i) shall be applicable only if the Executive acted honestly and in good faith with a view to the best interests of the Hospital and KGHRI and in the case of criminal or administrative action or proceeding that is enforceable by a monetary penalty, had reasonable grounds for believing that their conduct was lawful.

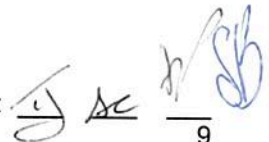
15.2 This Agreement may be amended at any time by mutual agreement of the parties in writing.

15.3 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.

## 16.0 Independent Legal Advice

16.1 The Executive acknowledges and agrees that this Agreement was negotiated freely and voluntarily and that the opportunity to seek independent legal advice was offered with respect to this Agreement and its terms, prior to executing same.

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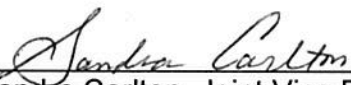


Executive Employment Contract

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


Per:   
Troy Jones, Chief Operating Officer,  
Kingston Health Sciences Centre


Per:   
Sandra Carlton, Joint Vice President &  
Chief Human Resources Officer,  
Kingston Health Sciences Centre

Per:   
David Pichora, Chair, Board of Directors,  
Kingston General Health Research Institute

I have read, understand and accept the terms and conditions of this Agreement dated the effective date that the Hospital and KGHRI commences business.

SIGNED, SEALED AND DELIVERED in the Presence of:

  
Witness

  
Dr. Steven P. Smith

RHONDA ABSON  
Name of Witness

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10