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EMPLOYMENT AGREEMENT for the VICE PRESIDENT, CLINICAL SERVICES & CHIEF
NURSING OFFICER

THIS AGREEMENT is made as of the 23rd day of June 2022

BETWEEN:

BLANCHE RIVER HEALTH

(the "Employer")

- and -

MARTHA COPE

(the "Employee")

WHEREAS Blanche River Health (the "Employer") delivers hospital, complex continuing care, community and related health services to individuals in the District of Timiskaming, Ontario;

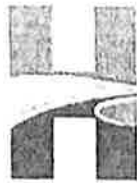
AND WHEREAS the Employer wishes to employ MARTHA COPE as the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER of the Hospitals and the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER wishes to provide these services (as hereinafter defined) to the Hospitals upon the terms and conditions set out in this Agreement;

NOW THEREFORE, THE AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements and other goods and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties have agreed as follows:

Head Office:

Kirkland Lake Site
145 Government Road East
Kirkland Lake, ON
P2N 3P4
(705) 567 5251

Englehart Site
61 5th Street
Englehart, ON
P0J 1H0
(705) 544 2301



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ARTICLE 1 — APPOINTMENT

Term

1.1 The Employer appoints the Employee and the Employee accepts the appointment of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER at Blanche River Health, effective ~~July 26, 2022~~ ^{August 15, 2022} for an indefinite period, subject to the termination provisions of this Agreement.

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Probationary Period

1.2 The Employee will be on probation for a period of six (6) months from the start of their employment. The Employee's performance and suitability will be monitored and evaluated during this time, and the Employer may extend the probation in its sole discretion.

Undertaking

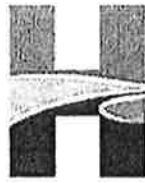
1.3 The Employee agrees that they will faithfully, honestly and diligently serve the Employer as VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER. The Employee will perform their duties in accordance with the Employer's policies and procedures, and in accordance with all applicable statutes, regulations and policies. The Employee shall perform the duties and responsibilities lawfully assigned to them from time to time and those normally associated with the position of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER of the Employer. A copy of the current job description for the position of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER is attached.

Qualifications

1.4 The Employee and the Employer agree that it is a condition of employment with the Employer that the Employee shall continue to maintain their professional nursing designation in good standing, and attend training and upgrade skills as necessary that pertain to their professional development within the position of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER.

The parties agree that this is a requirement of the job and if the Employee fails to satisfy those qualifications, they shall be deemed to be incapable of continuing to perform the duties and responsibilities pursuant to this Agreement and their employment may be terminated.

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The Employer is committed to professional development and will provide an education allowance of up to \$5,000 per year for professional development related to the role of VICE PRESIDENT-CLINICAL SERVICES & CHIEF NURSING OFFICER.

The Employer will reimburse, or pay for the costs related to two (2) applicable memberships and registrations (ie: annual CPA dues and fees, etc.) that are directly related to the role of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER as approved by the President & Chief Executive Officer.

Reporting Relationship

1.5 The Employee shall be responsible to and report to the President & Chief Executive Officer (the "CEO").

Hours of Work

1.6 The Employee's usual hours of work will be 37.5 hours per week Monday to Friday. However, as the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER it is acknowledged and agreed by the Employee that their responsibilities extend beyond normal office hours and that overtime will be a requirement of the position. As management, compensation of overtime is included in the Employee's annual salary.

ARTICLE 2 — CONFIDENTIALITY AND NON-DISCLOSURE

2.1 The Employee recognizes that in the performance of their duties, they will acquire detailed and confidential information about the Employer's operations and other confidential documents and information. The Employee agrees that they will not in any way use, divulge, furnish or make accessible to any person, either during their employment or any time thereafter, any confidential information relating to the business of the Employer acquired by the Employee in the course of their employment except with the consent of the Employer or as required by law.

ARTICLE 3 — EVALUATION AND REVIEW

3.1 The CEO shall conduct a performance review of the Employee on an annual basis. The results of this evaluation will be shared with the Employee when they become available. Where areas of improvement are identified, the Employee will be provided with a list of expectations and objectives to be met. In the event that the Employee disputes any portions of the review, they shall be given the opportunity to have their position recorded thereon within thirty days of receipt of the evaluation.

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3.2 The Employee's performance evaluation will be based upon objectives that are mutually agreeable to the parties, and consistent with the overall strategic and policy direction of the Employer and the CEO.

ARTICLE 4 — COMPENSATION AND BENEFITS

Compensation

4.1 The Employee shall be paid an annual salary of \$145,002.00, less applicable deductions. This salary is step one (5) of a six (6) step grid. Your salary will be increased to \$150,013.00, less applicable deductions, upon successful completion of the probationary period. Annual salary increases will be based upon the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER performance, the Hospitals' financial resources, the dictates of any applicable legislation, and will be consistent with generally accepted compensation practices. Any proposed increase in the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER base salary will consider the assessment of the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER performance by the CEO consistent with the current policy and will be consistent with established pay grids.

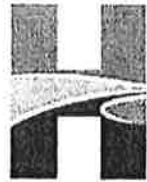
It is acknowledged that under the current applicable wage restraint legislation and/or prescribed compensation framework, the maximum annual salary that the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER can earn under the current pay grid is \$150,000.

Performance Incentive

- (a) The position of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER is eligible to earn a performance incentive payment of up to five percent (5%) of the annual base salary as a performance incentive.
- (b) The determination of whether a performance incentive payment is paid shall be made by the President & Chief Executive Officer and in recognition of the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER's achievement of the strategic goals, objectives and operational targets set annually. These strategic goals, objectives and operational targets shall be

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- i. Successful implementation of measures to reduce costs while protecting front-line service;
- ii. Achievement of articulated government priorities;
- iii. Successful attainment of performance improvement targets within the Hospital's Quality Improvement Plan;
- iv. Attainment of other goals and objectives and operational targets established by the President & Chief Executive Officer; and
- v. Such other factors as the President & Chief Executive Officer may agree from time to time.

The performance incentive payment, if any, will be determined by the President & Chief Executive Officer and paid by the Employer on or before June 30th following the fiscal year end for which data related to the strategic goals, objectives and operational targets is available.

- (c) The performance incentive compensation will be included in the Healthcare of Ontario Pension Plan ("HOOPP") pensionable earnings if permitted under the terms of the Plan.

Benefits

4.2 The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER shall participate in any and all plans providing benefits of the Employer including but not limited to: group life insurance, extended health care and dental benefits, short term and long term disability benefits; and any and all other similar or comparable benefits available to senior management employees of the Employer. All plans and benefits shall commence for the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER on the Commencement Date. The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER shall be eligible for participation in the Healthcare of Ontario Pension Plan (HOOPP) on the same basis as available to senior management employees of the Employer.

4.3 A copy of the Employer's benefits handbook for employees is available for reference and review. However, please note that the Benefits Program will be provided in accordance with the formal plan documents or policies and any issues with respect to entitlement to or payment of benefits under any of the employee benefits will be governed by the terms of such documents or policies

Head Office:
Kirkland Lake, ON the Benefits Program, and not the benefits handbook.

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4.4 The Employer reserves the right to unilaterally revise the terms of the Benefits Program and corporate policies and procedures from time to time, upon providing 30 days' advance notice in writing of said change. The Employee agrees that a change made in accordance with this paragraph shall not constitute constructive dismissal.

4.5 The Employee shall be required to participate in the Healthcare of Ontario Pension Plan ("HOOPP"), in accordance with the terms of the Plan. The Employee shall be eligible to join HOOPP effective immediately upon completing and returning the appropriate paperwork. The Employee shall be responsible for making employee contributions towards his HOOPP Pension, which shall be made by way of payroll deduction.

Expenses

4.6 The Employee shall be reimbursed for all reasonable travelling and other out of pocket expenses associated with the duties and responsibilities of the position of VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER, in accordance with the Employer's policy as may be amended from time to time.

ARTICLE 5 — VACATION

Vacation Days

5.1 The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER shall be entitled to five (5) weeks' (25 days) vacation consistent with the Employer policy in each service year during the term of this Agreement, pro-rated for partial years. Vacation is earned based on active service. The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER shall take vacation at a time or times mutually agreeable to the CEO. Unused vacation may not be carried over into a subsequent year without the CEO's prior written approval.

Statutory Holidays

5.2 The Employee shall be entitled to statutory holidays in accordance with the Employer's policy which is in compliance with the requirements of the *Employment Standards Act, 2000*, and may be amended from time to time.

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ARTICLE 6 — EMPLOYER PROPERTY

6.1 The Employee acknowledges that all items of any and every nature and kind created or used by the Employee pursuant to his employment, under this agreement, or furnished by the Employer to him, including all equipment, books and records, reports, files, diskettes, manuals, literature, confidential information or other material shall remain and be considered the exclusive property of the Employer at all times and shall be surrendered upon request to the Employer, or in the absence of a request, upon the termination of Employee's employment in accordance with the termination provisions of this Agreement.

ARTICLE 7 — TERMINATION OF EMPLOYMENT

Notice of Termination by the Employee

7.1 The Employee may resign from their employment at any time provided that they provide the CEO eight (8) weeks' notice thereof in writing. The Employer may waive notice, in whole or in part, and if it does so, the Employee's entitlement to remuneration, short term disability, long term disability and insurance benefits pursuant to the Agreement will cease on the date that it waives such notice.

Termination of Employment Without Cause

7.2 The Employee agrees that their employment may be terminated without cause at any time and for any reason, at the sole discretion of the Employer. In such event, the following shall apply:

(a) The Employer may terminate the employment of the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER pursuant to this Agreement without Cause at any time during the term of this Agreement by providing twelve (12) months' notice of termination (the "Notice Period").

At the Employer's sole discretion, the Employer may instead provide a lump sum payment for the Notice Period in lieu of notice of termination or a combination of notice of termination and payment in lieu of such notice for the Notice Period.

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(b) In the event that the Notice Period entitlement is triggered, if the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER obtains Alternate Employment at any time before the expiry of the Notice Period, the Employer will immediately stop payments under Article 7.2(a) above and pay the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER instead a lump sum amount equal to:

- (i) the balance remaining, if any, for the ESA Notice Period (defined in Article 7.2(c));
- (ii) the balance remaining, if any, for ESA Severance (defined in Article 7.2(c)); and
- (iii) fifty percent (50%) of the remaining payments in excess of those required for the ESA Notice Period and ESA Severance that the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER would have been paid under Article 7.2(a) if the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER had not obtained other employment.

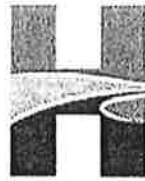
For the purposes of this section and section 7.2(d), "Alternate Employment" shall be defined as employment or self-employment wherein the Employee earns, over a four-week period, an amount equivalent to at least eighty percent (80%) of the income that the Employee would have earned in a four-week period under the Agreement.

(c) The payments under this Article 7.2 include all entitlements to either notice of termination or pay in lieu of such notice ("ESA Notice Period") and severance pay ("ESA Severance") under the Employment Standards Act, 2000 ("ESA"). The payments under Article 7.2(a) that exceed the notice of termination and/or payments required under the ESA are conditional upon the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER signing a full and final release in a form acceptable to the Employer. In the event that the minimum statutory requirements under the ESA as at the date of termination provide for a right(s) and/or benefit(s) that is greater than that provided for in this Agreement, such statutory requirements will replace the payments contemplated under Article 7.2(a) of this Agreement.

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(d) It is understood that if termination occurs pursuant to Article 7.2, all disability benefits and vacation accruals shall terminate on the last day of employment, or at the end of the ESA Notice Period as required by the ESA, whichever is later. Any other benefits, including life insurance, health, dental, and pension, will continue for the ESA Notice Period as required by the ESA (even if the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER finds other employment during the Notice Period) and, to the extent permitted under the terms and conditions of the applicable benefits plan and pension plan, until the expiry of the Notice Period. If the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER obtains Alternate Employment at any time before the expiry of Notice Period, all benefits that were to be continued under this Article 7.2(d) for the balance of the Notice Period shall cease immediately, except those benefits that are required to be continued for the ESA Notice Period.

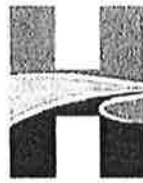
(e) Upon termination of this Agreement for any reason, the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER acknowledges that all items of any kind created or used by them pursuant to their employment or furnished by the Employer to them including, but not limited to, all equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Employer at all times, and shall be surrendered to the Employer in good condition, promptly without being requested to do so.

(f) The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER hereby acknowledges and agrees that they will not be deemed dismissed, constructively or otherwise, in the event of an amalgamation of the Employer with another hospital(s) or a government-mandated restructuring of the health care system that results in the Employer's operations being assumed by a regional health authority, a local health integration network, or other organization, provided that the restructuring does not materially affect the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER's responsibilities to administer certain operations of the Employer's facilities as a senior employee on site and there is no decrease in the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER's salary or benefits.

(g) The VICE PRESIDENT, CLINICAL SERVICE & CHIEF NURSING OFFICER acknowledges that the notice and payment described above are in complete satisfaction of any and all rights to notice, pay in lieu of notice, severance pay, benefits, and any other claim that the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER would have otherwise at

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Upon receipt of the entitlements under this Article 7.2(a)-(d) the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER acknowledges that they will not have any claim against the Employer, its employees, agents, and officers, in any way related to their hiring, employment with, or the termination of their employment by the Employer.

7.3 In the event of the Employee's death, the employment of the Employee shall be terminated immediately and the Employee's estate shall be paid any outstanding salary, wages or unused vacation pay accrued to the date of death.

Termination of Employment for Cause

7.4 The Employer may terminate this Agreement at any time for Cause by written communication, without payment of any compensation, either by way of anticipated compensation or damages of any kind except for any compensation or other amount accrued or earned to date of termination. "Cause", for the purpose of this Agreement, shall be as established by the laws of the Province of Ontario.

ARTICLE 8 — DISABILITY

8.1 If the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER becomes eligible for long term disability benefits under the Employer's general disability policy, this Agreement shall be deemed frustrated at the discretion of the Employer, and in such event the Employer shall, notwithstanding any other provisions contained in this Agreement, have no obligation to make payments to the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER for notice or severance, other than amounts owing for notice of termination and severance pay under the Employment Standards Act, 2000.

8.2 Payment of long term disability benefits will be determined only by the insurer's definition of disability and the Employer shall have no liability with respect to long term disability benefits.

8.3 The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER agrees to accept their entitlement for notice and severance pursuant to Article 8.1 above as full and final settlement of all amounts owing to them by the Employer for notice of termination and severance

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pay in the event that this Agreement is frustrated as outlined in Article 8.1.

ARTICLE 9 — EXCLUSIVE SERVICE

9.1 The Employee shall devote the whole of their working time and attention to the business and affairs of the Employer and shall not, without the written consent of the CEO, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature. It is acknowledged by both parties that the Employee may be required to work from their home on occasion and during other than normal working hours.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Binding Agreement

This Agreement constitutes the entire agreement between the parties and all promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express or implied, between the parties other than as expressly set forth in this Agreement. This Agreement revokes and supersedes any prior agreement between the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER and the Employer or a legacy institution respecting the employment of the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER.

10.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10.3 Amendments and Waivers

This Agreement may be amended by mutual agreement in writing of the Employer and the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER, and no amendment to this Agreement shall be valid or binding unless in writing and executed by both parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

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10.4 Severability

Should any provision of this Agreement become invalid, illegal, or unenforceable, it shall be considered separate from the Agreement and the remaining provisions shall remain in force and binding upon the parties as though such invalid, illegal, or unenforceable provision had not been included.

10.5 Governing Law

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario.

10.6 Enurement

The VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER may not assign, pledge or encumber the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER's interest in this Agreement nor assign any of the rights or duties of the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER under this Agreement without the prior written consent of the Employer. This Agreement shall be binding on and enure to the benefit of the successors and assigns of the Employer and the heirs, executors, personal legal representatives, and permitted assigns of the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER.

10.7 Dispute Resolution

(a) The Parties shall endeavour to resolve any differences of opinion that may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their solicitors. Unless, in the opinion of either party, acting reasonably, the matter in dispute is of such a significant nature as to warrant it being addressed

otherwise, neither party shall commence any public proceedings until such negotiations have failed to produce a resolution. In furtherance of the provisions of this Section, both Parties agree to make themselves available on short notice and to negotiate promptly, and in good faith, any matter either party may wish to negotiate.

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(b) The Parties agree that no report of anything said or of any admission or communication made in the course of such negotiations shall be used as evidence or shall otherwise be admissible in any legal proceeding, except with the consent, in writing, of all Parties.

(c) If, in the opinion of either party, acting reasonably, it is unlikely to expect the matter in dispute as between the Parties to be resolved by continued negotiations, or if the matter is of such a significant nature as to warrant it being addressed otherwise, the matter in dispute shall be submitted to and shall be subjected to arbitration pursuant to the provisions of the Arbitration Act, 1991 (Ontario).

(d) The party desiring arbitration shall nominate one arbitrator and shall notify the other party of such nomination in writing. Such other party shall, within ten (10) days after receiving such notice, nominate an arbitrator, and the two arbitrators shall select a chair of the arbitral tribunal to act jointly with them. If the arbitrators shall be unable to agree in the selection of such chairman, the chair shall be designated by a judge of the Ontario Superior Court of Justice of the District of Timiskaming upon an application by either party.

(e) The arbitration shall take place in a location determined by the Employer. The decision of the arbitrators and chair or any two of them, in writing, shall be binding upon the Parties both in respect of procedure and the conduct of the Parties during the proceedings and the final and binding determination of the issues, without recourse to appeal. The arbitrators and the chair shall, after hearing any evidence and representations that the Parties may submit, make their decision and reduce the same to writing and deliver one copy to each of the Parties.

(f) If either party receiving the notice of the nomination of any arbitrator by the party desiring arbitration fails within the said ten (10) days to nominate an arbitrator, the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as the arbitrator shall think fit and the arbitrator's decision shall, subject to the provisions hereof, be binding upon the Parties.

(g) Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the Parties so agree, in which event the provisions of this Section shall apply with necessary changes.

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(h) The arbitrator(s) shall determine the allocation of solicitor costs and the cost of the arbitration between the Parties.

10.8 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To the VICE PRESIDENT, CLINICAL SERVICES & CHIEF NURSING OFFICER:



145 Government Road East
Kirkland Lake, ON P2N 3P4
Attention: President & CEO

or to such other addresses or individuals as may be designated by notice by either party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery and, if made or given by registered mail, on the fifth day, other than a Saturday, Sunday, or statutory holiday in Ontario following deposit in the mail.

If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery.

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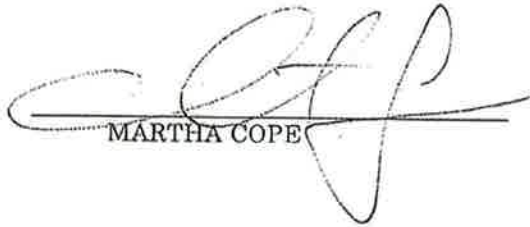


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10.9 Counterpart

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery by facsimile or email of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF the parties execute this Agreement as of the day, month, and year first written above.


MARTHA COPE


Witness

BLANCHE RIVER HEALTH

SEAN CONROY
PRESIDENT & CEO


Witness

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