

This agreement is made this 6 day of January, 2017

BETWEEN:

THE DEEP RIVER AND DISTRICT HOSPITAL
(herein called the "Hospital")

OF THE FIRST PART

AND WILLIAM WILLARD
(herein called the "Employee")

OF THE SECOND PART

1. Responsibilities

- 1.1. The Employee shall render services to the Hospital in the position of Chief Financial Officer.
- 1.2. The Employee shall report to the President and Chief Executive Officer. The Employee will take direction from the President and Chief Executive Officer and he will be expected to fulfill the responsibilities established from time to time by the President and Chief Executive Officer. Further, the President and Chief Executive Officer may from time to time prescribe or modify duties and responsibilities, including reallocation of executive portfolios.
- 1.3. The Employee shall devote the whole of his working time and attention to the business and affairs of the Hospital fulfilling the responsibilities as Chief Financial Officer and shall not, without the written consent of the President and Chief Executive Officer, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature.
- 1.4. The Employee acknowledges that as Chief Financial Officer of the Hospital he will acquire information about certain matters and things which are confidential. The Employee undertakes not to disclose any information relating to the private or confidential affairs of the Hospital to any third party either during his employment or after, except as may be necessary in the proper discharge of his duties, as required by law, or with the prior written consent of the Hospital.
- 1.5. The Employee agrees that he has truthfully and accurately represented qualifications, skills and past experiences during the selection process.

2. Compensation and Benefits

2.1 Salary. The Employee shall receive a base salary of \$91,723 per annum. Consistent with the legislation requiring pay for performance for all Executives reporting to the CEO, the Employee is eligible to earn an additional incentive payment (up to 2.5%) if he meets his objectives under the quality improvement plan. The additional incentive payment is dependent upon the achievement of the annual goals and pro-rated to the number of months worked in the fiscal year. Subject to any applicable wage restraint legislation, the Hospital will review compensation on an annual basis consistent with the organizations Admin Policy to ensure a reasonable market competitive position in relation to comparable hospitals and health organizations. The President and Chief Executive Officer will conduct performance reviews in accordance with the Hospital Admin Policy. The Employee's performance will be reviewed against annual objectives established by the President and Chief Executive Officer. All future salary increases are subject to such annual review and at the sole discretion of the President and Chief Executive Officer.

2.2. Benefits. The Employee shall be entitled to coverage in the benefit plans and programs described in Schedule A of this Agreement, subject to meeting the insurability and other applicable requirements in accordance with the terms of such plans, together with such enhancements or additional benefits as may be available that the Employee may elect. The waiting period for the enrollment of the aforementioned benefits will be waived. The Hospital reserves the right to alter or amend the benefit plans and programs. The Benefits package will be based on a compensation level calculated on the basis of the base salary amount, subject to compliance with the relevant benefits.

2.3. Vacation. The Employee shall be entitled to four (4) weeks paid vacation in each year in accordance with the Hospitals vacation policy as it may be amended from time to time. The Employee shall also be entitled to 1 week of paid lieu time for completion of admin on call duties. The Hospital's vacation year is from January 1 to December 31, and the Employee's vacation during the first year of employment will be prorated from the start date of his employment.

3. Term

3.1. The appointment of the Employee as the Chief Financial Officer shall take effect from Monday, January 30, 2017.

4. Resignation From Employment By Employee

- 4.1. If the Employee wishes to resign from employment with the Hospital, the Employee agrees to provide the Hospital with a minimum of 5 weeks written notice of resignation.
- 4.2. This Agreement shall be deemed to have been terminated in all respects on the last day of the notice period referred to in Article 4.1.

5. Termination of Employment for Cause

- 5.1. As per hospital policy.

6. Hospital Property

- 6.1. Any equipment the Hospital provides to the Employee for home use is for business and not personal use, and remains the property of the Hospital. The use of this equipment is to be in accordance with the Hospital's technology and privacy policies and procedures.
- 6.2. The Employee acknowledges that all items of any and every nature or kind created or used by the Employee pursuant to the Employee's employment under this Agreement, or furnished by the Hospital to the Employee, and all office and computer equipment, credit cards, books, records, reports, files (electronic or paper), 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 by the Employee to the Hospital in good condition upon the request of the Hospital, or immediately upon the termination of the Employee's employment.

7. Confidentiality

- 7.1. The Employee shall not at any time including after the termination of this Agreement, disclose information about the business of the Hospital acquired by the Employee if that disclosure is for his own benefit or for the detriment or intended detriment of the Hospital.
- 7.2. Any inventions, systems, and/or research developed by the Employee during the term of the Agreement related to his employment shall become the property of the Hospital.

Confidential Information shall remain the exclusive property of the Hospital. The Employee agrees that he will only access Confidential Information as may be directly required in connection with the provision of his duties and responsibilities and not for any other purpose.

8. Notices

8.1. Any demand, notice or other communication to be given in connection with this Agreement ("Communication") that may be given in writing may be given by personal delivery or registered mail addressed to the recipient as follows:

To the Employee: Mr. William Willard

To the Hospital: to the attention of the President and Chief Executive Officer or delivered personally to the President and Chief Executive Office;

Or to such other addresses or individual 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 thereof and, if made or given by registered mail, on the second day, other than a Saturday, Sunday or statutory holiday in Ontario following a deposit thereof 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 such mail, any such Communication shall not be mailed but shall be given by personal delivery.

9. Governing Law

9.1. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Ontario and the parties irrevocably attorn to the jurisdiction courts of Ontario.

10. Entire Agreement

10.1. This Agreement constitutes and expresses the whole agreement of the parties with respect to the employment of the Employee and supersedes all prior arrangements and understandings between them. Any modification to this agreement must be in writing and signed by the parties or is shall have no effect and shall be void.

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

11. Consent to Use and Collection of Personal Information

11.1. By accepting employment with the Hospital, the Employee hereby authorizes and consents to the collection, use, and disclosure of his personal information as may be reasonably be required by law to manage the employment relationship, to enable the provision of benefits, to evaluate and assess his performance, to conduct any necessary investigations, and to facilitate contact with the Employee. The Employee acknowledges and agrees that such information may be disclosed to appropriate third parties for the purpose of administering the employment relationship consistent and

in accordance with the purposes for which the personal information was collected. The Hospital is authorized to retain the Employee's personal information for as long as may be required for employment purposes and for a reasonable period of time thereafter as may be necessary, or as may be required by law.

12. Arbitration

12.1. Any dispute between the Hospital and the Employee concerning this Agreement shall be referred to a single arbitrator in accordance with the Arbitration Act, 1991 (Ontario). The parties shall jointly appoint the arbitrator. Where the parties cannot agree on an arbitrator within a reasonable time frame (not to exceed thirty (30) days following a request by either party to engage in arbitration), either party shall be at liberty to apply to any judge of the Superior Court of Justice (Ontario) for an order appointing the arbitrator, provided that the other party is given not less than twenty one (21) days prior written notice of that application and is permitted to attend and speak to the Court at the hearing of that application. Amongst other matters that may be in dispute under this Agreement, the arbitrator shall be entitled to decide whether the facts surrounding a dismissal of the Employee for Just Cause support the finding by the Hospital of Just Cause.

12.2. The parties shall each be liable to the arbitrator to pay one-half of the arbitrator's fees and disbursements. In the event that the parties agree in writing at the outset of the dispute that the arbitrator's decision with respect to the dispute shall be final and without recourse to appeal, the Hospital agrees to pay two-thirds of the arbitrator's fees and disbursements, and the Employee shall be responsible for the remaining one-third of the arbitrator's fees and disbursements. Notwithstanding the foregoing, the arbitrator may, but shall not be obliged, to award to the party to the dispute whom the arbitrator decides has achieved substantial success in the arbitration proceedings all or any part of the solicitor's fees and costs and other costs incurred by that party with respect to the arbitration.

13. Severability

13.1. 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.

13.2. The Hospital reserves the right from time to time and on more than one occasion to waive any of the obligations on the part of the Employee in this Agreement. No waiver by the Hospital of any breach of any part of the conditions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of any obligation.

14. Criminal Reference Check

14.1. The Employee agrees that as a condition of employment, he is required to provide the Hospital with a completed valid Criminal Reference Check (or proof of application for same) before his first day of employment. The Employee is responsible for any fees associated with obtaining the Criminal Reference Check document.

15. Acknowledgement

15.1. The Employee hereby has read and understands each of the provisions of this Agreement, and has executed the Agreement voluntarily and with full knowledge of its significance, and intends to be fully bound by the same.

15.2. The Employee acknowledges having had an opportunity to seek independent legal counsel in respect of this Agreement, and is satisfied that he fully understands all of his rights and obligations, and the consequences of the breach of any of his obligations.

IN WITNESS WHEREOF the parties hereto have executed the agreement as of the day, month and year first above written.

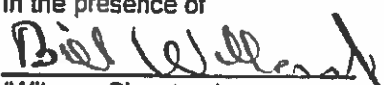
Please kindly confirm acceptance of this offer by signing and returning this contract to Richard Bedard, CEO by Thursday, January 12, 2017 at 12:00 p.m.

We look forward to your ongoing commitment to the Deep River and District Hospital and to a mutually rewarding working relationship.

THE DEEP RIVER AND DISTRICT HOSPITAL

Per: 
Name: Richard Bedard
Position: Chief Executive Officer

I have the authority to bind the Hospital.

SIGNED, SEALED AND DELIVERED)
In the presence of)
)
(Witness Signature))
BILL WILLARD,)
(Print Name))

By: 
Name: William Willard

Schedule "A"**BENEFITS- CHIEF FINANCIAL OFFICER**

Hospitals of Ontario Pension Plan (HOOPP)
Hospitals of Ontario Group Life Insurance Plan (HOOGLIP)
Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP)
Hospitals of Ontario Disability Insurance Plan
Extended Health
Dental
Semi-Private
Accidental Death and Dismemberment (AD&D)
Employee Assistance Program

Details of benefit entitlements are set out in the manual(s) provided to the employee by the employer. Benefits are subject to any and all changes made by the relevant carrier or legislation. The Employee is responsible for their portion of the applicable benefit premiums that are subject to change by the carrier.