

PERSONAL & CONFIDENTIAL

November 14, 2022

Dr. Carmine Simone
[REDACTED]
[REDACTED]
[REDACTED]

Dear Carmine:

Re: Employment Agreement

I am pleased to present you with this employment agreement effective November 21, 2022, for the remainder of your five-year term (as was outlined in your letter of September 16, 2021) which initially commenced on October 1, 2021 as the Vice President, Medical of the Toronto East Health Network/ Michael Garron Hospital (TEHN), and will conclude on September 30, 2026.

This term is renewable for one additional 5-year term, based on the mutual agreement between you and the President & CEO, following a formal review process which will be determined at a later time.

The terms and conditions of your employment are outlined below. Your signature at the end of this document indicates your acceptance of the Hospital's offer on these terms and conditions. It also confirms your agreement to conclude the previous contractual relationship with TEHN as a result.

POSITION AND DUTIES:

You will serve as the Vice President, Medical undertaking those duties described in the Public Hospitals Act, the TEHN Administrative and Medical/Professional Staff By-law and the position description. The Vice President, Medical position has been categorized as part-time reflecting an approximate time commitment of at least 2.5 days (this is a 0.5 FTE position) per week. This appointment is at the pleasure of the President and CEO and will be subject to the renewal provisions noted above.

COMPENSATION:

You will be paid an annual compensation of \$225,000 payable bi-weekly and have the potential to earn up to 10% of the base salary in a performance incentive, at the discretion of the Hospital of Directors. All compensation is subject to all normal taxes and payroll deductions. Details of the performance incentive plan and performance indicators on which the performance incentive will be based will follow at a later date.

TEHN will cover the cost of professional development and attendance at relevant conferences to a maximum of \$10,000 with the prior approval of the CEO and submission of receipts.

Additionally, since you will not be provided with a dedicated administrative office, the hospital will reduce the rent for your office in the Ken and Marilyn Thomson Patient Care Centre by 50%, to reflect your leadership role. Should you no longer serve as the Vice President, Medical, you will be charged full rent.

Executive compensation is subject to and may be amended pursuant to all current and future applicable legislation and directives, including but not limited to the Excellent Care for All Act, 2010, the Broader Public Sector Accountability Act, 2010, the Broader Public Sector Executive Compensation Act, 2014 and any compensation frameworks established or created pursuant to the Broader Public Sector Executive Compensation Act, 2014 and O. Reg. 406/18 thereunder. The Hospital at its discretion, may consider any appropriate increases to your compensation should there be a material change to the BPSECA during the term of this contract.

BENEFITS & PENSION:

You will be eligible to enroll in our extended health benefits package effective your first day of employment.

You will also be able to enroll in the Healthcare of Ontario Pension Plan (HOOPP) effective your first day of employment.

VACATION:

You will have 6 weeks vacation per year to be taken at a mutually agreed to time by the President & CEO.

PERFORMANCE REVIEW:

Annually, I will undertake a review of your performance. Each year objectives will be developed and mutually agreed on by you and me, including the annual Quality Improvement Plan and Corporate Objectives to which the Executive Team is committed to achieving. This will serve as the basis upon which your performance and any incentive compensation entitlement will be determined.

OUTSIDE ACTIVITIES & CONFLICT OF INTEREST:

During the term of this Agreement you may not, without the prior written consent of the Hospital, directly or indirectly as principal, agent, shareholder, partner, employee or other engage in or be interested in any other business that will require your attendance or attention during the Hospital's business hours or that is or may be contrary to the interest of, or in competition with, the Hospital or be negatively perceived as such. You are required to disclose any perceived or actual conflicts of interest you may have with the Hospital.

CONFIDENTIALITY:

You shall not disclose or use either during or after your employment with the Hospital any secret or confidential information, or information which in good faith and good conscience ought to be



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treated as confidential relating to the Hospital, its employees or its patients without the prior written consent of the Hospital and in adherence with the Personal Health Information Protection Act.

TERMINATION:

While it may be difficult to consider issues relating to termination at the start of your employment at Michael Garron Hospital ("MGH"), a division of Toronto East Health Network, we believe that it is important to outline our termination policy and agree upon your entitlements. Your employment is scheduled to end on September 30, 2026 with no further entitlements, unless renewed for a second term by the President & CEO.

Should your employment end prior to that date the following would apply: You will receive your salary up to your last day of employment, MGH shall comply with all requirements under the Employment Standards Act, 2000 as amended or replaced (the "Act") in respect of the termination of your employment (including, without limitation, all Act requirements in respect of notice, termination and severance pay, wages, benefits and vacation pay). Group benefits and participation in any pension/retirement plans will continue during any period required under the Act, but not beyond such period, except as specifically set out below. You agree that the above requirements fully satisfy MGH's obligations to you pursuant to the Act in respect of the termination of your employment and, except as specifically set out below, you will not be entitled to further notice of termination or severance pay under common law or contract.

Should you decide to terminate your employment with MGH prior to September 30, 2026, the President & CEO will require written notice 3 months in advance of your planned termination date.

CONDITIONAL ENHANCED SEVERANCE:

So long as your employment is not terminated with cause, should your employment end prior to September 30, 2026, MGH will supplement your entitlements under the Act by ensuring that you are provided a total of 12 months' notice, or pay in lieu of notice. For greater certainty, your notice or pay in lieu of notice shall include your base salary, benefits, employer pension contributions and performance incentive bonus, with your performance incentive bonus calculated based on the performance incentive bonus you earned in the previous annual period. You shall also receive payment of your pro-rated performance incentive bonus accrued to the date of termination and any outstanding performance incentive bonus owed to you for the annual period preceding the date of termination. For greater certainty, any supplemental notice or any pay in lieu of notice includes, and is not in addition to, your entitlements under the Act. Any supplemental amounts that MGH pays you in lieu of notice that exceed your Act entitlements may be paid by way of salary continuation and are conditional upon you signing a release form satisfactory to MGH.

This termination section shall continue to apply notwithstanding any changes hereafter to the terms of your employment, including, but not limited to, your job title, duties and responsibilities,

reporting structure, compensation or benefits. You and MGH intend to and will comply with all requirements of under the Act. This termination section shall therefore be interpreted and administered to comply with the Act.

SEVERABILITY:

In the event that any provision of this Agreement is determined to be void or unenforceable in full or in part, it shall not be deemed to effect or impair the validity of any other provision.

Accessibility for Ontarians with Disabilities Act (AODA): MGH has an accommodation process in place and provides accommodation for employees with disabilities. If you require a specific accommodation because of a disability or a medical need, please contact Phillip Kotanidis, Chief Human Resources Officer at ext. [REDACTED] so that arrangements can be made for the appropriate accommodation to be in place.

It is understood that continued employment with the Hospital is contingent on the outcome of subsequent criminal record checks, usually every three years. If a criminal record check reveals that you have a criminal record for which a pardon has not been granted this offer of employment may be rescinded or, if your employment has already commenced before we receive the results of your criminal record check, your employment may be terminated for just cause.

I look forward to working with you in your role as Vice President, Medical. If you find the terms of this offer acceptable, please sign below to indicate that you accept this offer of employment and return a signed copy to Wolf Klassen, President and CEO within the next three (3) business days, either by email, mail, in person or fax [REDACTED] and retain a copy for your records.

Sincerely,

[REDACTED]
Wolf Klassen
Interim President & CEO
Michael Garron Hospital, a division of Toronto East Health Network

ACCEPTANCE:

I, Dr. Carmine Simone, have read and understood the Employment Agreement and have had the opportunity to obtain independent legal advice regarding this Employment Agreement. I accept this offer of employment in accordance with all the terms and conditions described in this letter. I confirm that this agreement constitutes the entire agreement between Michael Garron Hospital, a division of Toronto East Health Network and myself, and that any previous agreements, written or oral, express or implied, relating to my employment are hereby void. By signing this offer, I acknowledge that I shall observe all existing and future Hospital Rules, Regulations and Policies.



Signature

Nov. 28, 2022

Date

c. Human Resources

