

This Contract is made effective the ^{8th} of June, 2017.

B E T W E E N:

WAYPOINT CENTRE FOR MENTAL HEALTH CARE

("Waypoint")

- and -

Nathan Kolla

("Dr. Kolla")

WHEREAS Waypoint wishes to appoint Dr. Nathan Kolla and he wishes to be appointed by Waypoint to the position of Vice President Research and Academics on the terms and conditions hereinafter provided;

NOW THEREFORE in consideration of the mutual promises and covenants set out in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Waypoint and Dr. Kolla agree as follows:

Description of Services

- 1.1 Dr. Kolla is appointed as Waypoint's Vice President Research and Academics. The position description attached as *Appendix "A"*. Dr. Kolla acknowledges and agrees that the position description and duties are subject to change over time; and that the Chief Executive Officer may make revisions in writing provided such revisions are consistent with the duties customarily performed by the Vice President Research and Academics.
- 1.2 Dr. Kolla acknowledges and agrees that Waypoint is a Catholic Health Care Facility to be administered in a manner consistent with the mission statement philosophy set out in Waypoint's By-Law.
- 1.3 Dr. Kolla shall be responsible for the due observance and enforcement of the *Public Hospitals Act*, the *Mental Health Act*, the *Criminal Code*, Waypoint's By-Law, policies, procedures, rules and regulations, all other applicable statutes and regulations, and directions from the Chief Executive Officer. Dr. Kolla agrees that at all times he shall do so in accordance with Waypoint's philosophy statement as well as the *Catholic Health Alliance of Canada Health Ethics Guide*.
- 1.4 Dr. Kolla shall report to and is accountable to the President and Chief Executive Officer.
- 1.5 It is a condition of his appointment as Vice President Research and Academics under this Contract that Dr. Kolla hold an academic appointment at the University of Toronto and that he maintain such academic appointment.

Professional Responsibilities

- 2.1 Waypoint shall reimburse Dr. Kolla for expenses related to attendance at conferences and for expenses related to continuing education. All such expenses must be approved, in advance, by the Chief Executive Officer in accordance with applicable Waypoint policies and practices which may be in effect from time to time. Waypoint acknowledges and supports Dr. Kolla's request to attend international conferences, subject to approval by the Chief Executive Officer.
- 2.2 Waypoint shall pay the annual professional membership dues for such professional organizations in which Dr. Kolla becomes a member provided the organization reasonably relates to Dr. Kolla's duties as Vice President Research & Academics, and as approved by the Chief Executive Officer in accordance with applicable Waypoint policies and practices which may be in effect from time to time.

Representations and Warranties

- 3.1 Dr. Kolla represents and warrants that he will and can carry out all contractual obligations pursuant to this Contract and appointment in a diligent fashion, and with a high degree of professional competence. Dr. Kolla is accountable to the Chief Executive Officer for all of his contractual obligations.
- 3.2 All representations, warranties, covenants and limitations of liability in this Contract shall continue in force after the termination of this Contract.

Time and Attention

- 4.1 (a) Subject to clause (b) and paragraph 4.2 below, Dr. Kolla shall, throughout the term of his appointment, devote his .5 fte time and attention to the business and affairs of Waypoint. Dr. Kolla acknowledges that this position will include the carrying out of such duties in the evenings and on weekends, as may be required from time to time, in addition to regular business hours. Consideration will be given to working offsite subject to discussion and approval by the Chief Executive Officer.
- (b) Waypoint acknowledges that Dr. Kolla will continue to provide clinical care and research activities to the Centre for Addiction and Mental Health and the University of Toronto on a part-time basis.
- (c) Dr. Kolla is responsible for maintaining independent medical malpractice insurance through CMPA covering his medical practice.
- 4.2 Only with the Chief Executive Officer's consent shall Dr. Kolla be entitled to undertake activities for Other Organizations, other than those identified at the time of hire with Waypoint, which must be consistent with his responsibilities in respect of raising the profile of Waypoint and/or improving its relationship with key stakeholders such as government

(federal, provincial or municipal), other education or research organizations, and other healthcare providers or their respective associations, and provided such activities do not interfere with his ability to discharge his responsibilities to Waypoint.

Term of the Contract

- 5.1 Dr. Kolla's appointment as Vice President Research and Academics under this Contract is conditional on his satisfactory completion of a six (6) month probationary period during which he shall be evaluated by the Chief Executive Officer.
- 5.2 This Contract shall be effective for a term of five (5) years commencing August 14, 2017 and automatically expiring on August 13, 2022, subject to the provisions of this Contract. Any modifications to this Contract must be confirmed, in writing, by both parties. Any extension to this Contract must be agreed, in writing, by both parties not later than six (6) months prior to the automatic expiry of this Contract.
- 5.3 Waypoint may terminate Dr. Kolla's appointment, at which time this Contract shall cease, anytime during the operation of the contract, without notice or pay-in-lieu of notice, for cause.
- 5.4 In the absence of cause for the termination of his appointment in accordance with Article 5.3 above, Waypoint may terminate Dr. Kolla's employment at any time during the term of this Contract by providing him with the following compensation (including termination pursuant to Article 5.1):
- (a) A lump sum payment consistent with prevailing common law, but no less than 3 ½ weeks per year of service calculated from August 14, 2017 less statutory deductions; such lump sum shall not exceed 24 months' salary; and
 - (b) Continuation of Dr. Kolla's coverage and enrolment in life insurance, medical and dental benefit plans for six (6) months, with the existing co-payment arrangements subject to the terms of the applicable plans,
- and this shall be the extent of Waypoint's obligations to Dr. Kolla.
- 5.5 Dr. Kolla shall provide no less than four (4) months' notice of his resignation, retirement or other departure from his appointment.
- 5.6 The notice of termination of this Contract by Waypoint pursuant to the terms of this Contract shall be given in writing by personal delivery or by ordinary prepaid mail addressed as follows:

To the Vice President: Dr. Nathan Kolla
Research and Academics

Address:



s. 21(1), s 21(3)(d)
FIPPA

- 5.7 In the event of Dr. Kolla's death during the term of this Contract, this Contract shall be automatically terminated, and Dr. Kolla's Estate shall not be entitled to receive any remuneration or payments pursuant to this Contract after the date of his death, except in respect of any earned but unpaid salary, vacation pay earned but unpaid, and/or any other benefits which Dr. Kolla's Estate is entitled to receive.

Remuneration, Vacation and Benefits

- 6.1 Dr. Kolla shall be employed on a part-time basis as .50 fte that reflects 975 paid hours per year. He shall be paid a salary of \$ 147,250 for the equivalent of 2 ½ days per week, (\$ 151.0256/hr) which is inclusive of overtime, holiday and vacation. Dr. Kolla will be entitled to 5 weeks of vacation per year prorated at 12 ½ paid vacation days per year. Dr. Kolla will be entitled fully paid statutory holidays pro-rated to 6 statutory holidays per year. In addition, Dr. Kolla may be paid a bonus of up to three percent (3%) of his salary provided he achieves the annual performance improvement targets established by his annual quality improvement plan as required by the *Excellent Care for All Act*.
- 6.2 The Chief Executive Officer shall perform an annual assessment and evaluation of Dr. Kolla's performance to determine whether Dr. Kolla has met the performance objectives as may be, from time to time, set by the Chief Executive Officer. This assessment and evaluation shall be conducted in a manner consistent with any applicable policy or procedure which may be established or amended from time to time.
- 6.3 Where permitted by law, Dr. Kolla shall receive any cost of living increase which Waypoint may provide to the Management Compensation Group and he will continue to be eligible for annual bonus payments provided he achieves his annual performance improvement target established in his annual quality improvement plan when such increases are permitted by statute.
- 6.4 In keeping with the passage of Ontario Regulation 304/16 issued under the Broader Public Sector Executive Compensation Act, (BPSECA), Waypoint will undertake a review of its Executive Compensation program and post a compliant Executive Compensation Program on or before September 5, 2017, or by such other date for compliance that may be established by the Ontario Government. As part of this review, all senior leadership positions will be assessed and any appropriate compensation adjustments will be made in keeping with all legislative requirements and subject to approval by the Board of Directors. This may include possible amendments to any Articles of this contract that may be impacted by the final Ontario Government legislation and regulations on this matter.
- 6.5 With reference to Article 6.1 above, vacation days shall be taken as agreed by Dr. Kolla and the Chief Executive Officer. Vacation shall be taken in the Contract year in which it accrues and it is expressly agreed that Dr. Kolla may not carry

over more than one year's entitlement of vacation days into a subsequent Contract year. Any unused vacation not carried over to a subsequent Contract year shall be paid out to Dr. Kolla.

- 6.6 Waypoint shall provide Dr. Kolla with a corporate laptop computer and personal digital assistant or smartphone, as well as remote desktop access.
- 6.7 Waypoint and Dr. Kolla shall each pay their requisite share of the applicable premium cost necessary to enrol him in the benefits described in the *Summary of Working Conditions for Management Compensation Group Waypoint Centre for Mental Health Care* ("Summary") effective October 3, 2016 (appended hereto as Appendix "B"), as may be amended from time to time. Participation in these benefits will be subject to the terms of the applicable benefit plan or policy in effect from time to time. Waypoint may change these benefits and benefit terms from time to time, in which case Waypoint will advise Dr. Kolla of the change(s). Dr. Kolla will be subject to the general conditions and limitations in any benefit plan or program which may be changed without notice. For insured benefits, Waypoint is only required to pay its portion of the premiums and has no further obligations. Termination of benefits will be in accordance with the Termination provisions of this Contract, and the terms of the applicable plans.
- 6.8 Dr. Kolla will be enrolled in Healthcare of Ontario Pension Plan (HOOPP). Dr. Kolla and Waypoint will each make their requisite contributions to HOOPP during the term of this Contract.
- 6.9 Except as specifically addressed and set out in this Contract, the terms and conditions of Dr. Kolla's appointment shall be in accordance with the *Summary* as may be amended from time to time. In the event of a conflict between the *Summary* and this Contract, the provisions of this Contract shall prevail and override the *Summary*.

Hospital's Property

- 7.1 Dr. Kolla acknowledges that all items of any and every nature or kind created or used by Dr. Kolla pursuant to his appointment under this Contract, or furnished by Waypoint to Dr. Kolla, and all equipment, credit cards, books, records, reports, files, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of Waypoint at all times and shall be surrendered to Waypoint, in good condition, promptly on the date he ceases for any reason to be Vice President Research and Academics irrespective of the time, manner or cause of the release from his appointment. Without limiting the generality of the foregoing, Dr. Kolla further covenants and agrees with Waypoint 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 Waypoint made or conceived by him during the term hereof or which may come into his possession during hereof in his capacity as Vice President Research and Academics hereunder are the sole and

exclusive property of Waypoint and will not without the prior written consent of Waypoint, be removed from the offices of Waypoint (except to the extent necessary in carrying out Dr. Kolla's duties hereunder) and shall, in any event, be returned to Waypoint upon Dr. Kolla ceasing for any reason to be appointed in his capacity as Vice President Research and Academics. This clause does not apply to work currently in progress and work that may emanate from Dr. Kolla's time spent at Uof T or at CAMH.

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. Dr. Kolla shall be responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations.
- 8.2 Dr. Kolla agrees to promptly report any potential, actual, or perceived conflicts of interest to the Chief Executive Officer as established by Waypoint policies, and understands and agrees that failure to do so will constitute cause for termination under this Contract.
- 8.3 Except as otherwise provided in this agreement, Dr. Kolla 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 advance written consent of the Chief Executive Officer, and understands and agrees that engaging in such conduct without advance written consent will constitute cause for termination under this Contract.

Confidentiality

- 9.1 Dr. Kolla acknowledges that, in the performance of this Contract, confidential information relating to Waypoint, its patients and the services it provides may be disclosed or become known to Dr. Kolla. Dr. Kolla agrees that no such confidential information shall be divulged in any form, nor used directly or indirectly for Dr. Kolla's own purposes or for the purposes of any person, corporation, firm, association or thing other than Waypoint, without Waypoint's prior consent, and understands and agrees that failure to abide by this obligation will constitute cause for termination under this Contract. Dr. Kolla acknowledges this obligation shall continue in force after the termination of this Contract.
- 9.2 Dr. Kolla acknowledges the information as referred to in Article 9.1 could be used to the detriment of Waypoint. Accordingly, Dr. Kolla undertakes not to disclose same to any third party either during the term of this Contract, except as may be necessary in the proper discharge of his responsibilities under the Contract, or at any time after the term of his appointment except with the written permission of Waypoint's Chief Executive Officer. Dr. Kolla understands and agrees that violation of this undertaking will constitute cause for termination under this Contract.

Independent Legal Advice

- 10.1 Dr. Kolla acknowledges and agrees that he had the opportunity to obtain independent legal advice prior to executing this Contract. Waypoint agrees to reimburse Dr. Kolla for up to \$1,000.00 in legal fees incurred in connection with the finalization of this Contract.

Assignment of the Contract

- 11.1 Neither party may assign this Contract without the express written consent of the other party.

Severability

- 12.1 Waypoint and Dr. Kolla agree that if any of the provisions or a part of a provision of this Contract are deemed illegal or unenforceable, such provisions shall be considered separate and severable from this Contract, and the remaining provisions or part of a provision of the Contract shall continue in force, and be binding upon the parties as though such provision or part of a provision had never been included.

Legal Authority

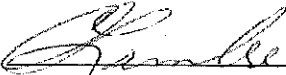
- 13.1 Waypoint represents and warrants that:
- (a) it has the authority to enter into this Contract;
 - (b) all necessary steps have been taken by Waypoint to properly authorize the execution and performance of the terms of this Contract; and
 - (c) when this Contract has been executed by the parties signing below, this Contract shall be a legal, valid and binding Contract, enforceable against Waypoint in accordance with the terms.

Entire Contract

- 14.1 This Contract constitutes the entire agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.
- 14.2 Any disputes as to the validity, interpretation, performance of this Contract shall be determined in accordance with the laws and by the Courts of the Province of Ontario.

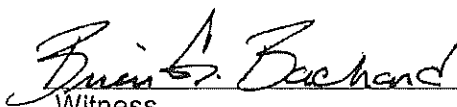
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed:

**WAYPOINT CENTRE FOR MENTAL
HEALTH CARE**

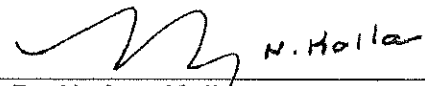
Per: 
Carol Lambie
Chief Executive Officer

I have read, understand and accept the terms and conditions of this Contract dated this
8th day of June, 2017.

SIGNED, SEALED & DELIVERED in
the presence of:

)
Witness)

Brian G. Bachawid
Name of Witness

 N. Kolla
Dr. Nathan Kolla