EXECUTIVE EMPLOYMENT AGREEMENT

B E T W E E N:

Ontario Health
(OH)

- and -

Matthew Anderson
(the "Executive")

Whereas OH wishes to engage the Executive in the position of Chief Executive Officer, and the Executive wishes to be employed by OH in that capacity;

And whereas the Executive and OH desire to enter into this Agreement for the purpose of setting forth the terms and conditions of the Executive's employment with OH;

Now therefore, in consideration of the mutual covenants and promises set out herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, OH and the Executive agree as follows:

1.01 **Position.** Subject to the satisfaction of the conditions set out in Section 1.03, OH agrees to appoint and employ the Executive and the Executive accepts the appointment and employment as Chief Executive Officer of OH, in accordance with the terms set out in this Agreement.

1.02 **Term.** Provided that the Executive has met the conditions outlined in Section 1.03, the Executive shall begin performing the duties of Chief Executive Officer commencing on February 1, 2020. The Executive's employment shall be for an indefinite period, but subject to the termination provisions in accordance with Section 5 of this Agreement.

1.03 **Conditions Precedent.** This Agreement is conditional on:

(a) OH completing a pre-hire background check on the Executive, including a criminal background check, which confirms that the Executive has never been convicted of a criminal offence for which he has not been pardoned and that the Executive is not an undischarged bankrupt;

SECTION 2 – RESPONSIBILITIES, REPORTING AND LOCATION

2.01 **Responsibilities.** The Executive shall be responsible for the management and administration of the affairs of OH, subject to the supervision and direction of the Board. In addition to the duties and responsibilities associated with this position as described in Appendix B, the Executive shall perform such other duties and responsibilities as are consistent with the duties and responsibilities of a CEO or as may be assigned by the Chair on behalf of the Board from time to time.

2.02 **Reporting.** In his capacity as Chief Executive Officer, the Executive shall report to the Board through the Chair of OH.

2.03 **Location.** The Executive shall work from OH's offices located in Toronto, Ontario. The Executive acknowledges that, due to the nature of OH's operations and business, he may from time to time be required to travel extensively in the course of performing his duties and responsibilities under this Agreement.

2.04 **Officers' Liability.** During and after the term of this Agreement, OH shall:

(a) if the Executive serves as an officer of OH, in addition to any protection under the by-laws of OH, maintain for the Executive's benefit officers' liability insurance in respect of the period during which the Executive is or was an officer of OH at levels commensurate with the size and business of OH; and

(b) indemnify and hold the Executive harmless with regard to any action or inaction of the Executive as an officer or employee of OH, or as a fiduciary of any benefit plan of OH, subject to any approvals required by OH or the Minister of Finance and limitations on such indemnification imposed by applicable law.

This Section 2.04 shall survive any termination of this Agreement or the Executive's employment hereunder.

SECTION 3 – STANDARD OF PERFORMANCE AND FIDUCIARY DUTY

3.01 **Standard of Performance.** The Executive shall perform his duties in accordance with the by-laws and policies of OH, and all applicable laws and regulations including the Act, the PSOA, the Memorandum of Understanding and the Accountability Agreement, each entered into between the Minister of Health and Ontario Health and all by-laws, directives, policies, standards and objectives established by the Board or that are otherwise applicable to OH by virtue of the foregoing, legislation or government policy.

(a) The Executive acknowledges that he has received a copy of the Memorandum of Understanding and the Accountability Agreement.

(b) While employed by OH the Executive shall devote the whole of his time, attention and ability to the affairs of OH and shall use his best efforts to promote and further the objectives of OH.

3.02 **Fiduciary Duty.** The Executive agrees to act diligently, loyally and in a trustworthy manner to the best of his knowledge, skill and ability. The Executive acknowledges that he is a fiduciary of OH and that he shall at all times act in the best interests of OH.

3.03 **Conflict of Interest Rules**. For the purposes of this Agreement, **"COI Rules"** means Ontario Health's "Conflict of Interest Rules for Public Servants (Ministry) and Former Public Servants (Ministry)", set out in Ontario Regulation 381/07 under the PSOA, with necessary modifications as they may be amended from time to time. The COI Rules are set out in Appendix C.

3.04 **Acknowledgement and Agreement**. The Executive understands and acknowledges that the Executive is subject to and bound by Part IV of the PSOA and by the COI Rules, and such additional policies or rules, if any, related to conflict of interest made by Ontario Health and communicated to the Executive from time to time. By signing this Agreement, the Executive acknowledges that:

(i) the Executive has read the applicable COI Rules;
(ii) the Executive understands the COI Rules;
(iii) the Executive must promptly advise the Executive's ethics executive as determined in accordance with the PSOA and the COI Rules (the "**Ethics Executive**"), of any circumstances that could give rise to real or potential conflicts of interest during or after the term of this Agreement;
(iv) the existence of a real or perceived conflict will be determined solely by the Ethics Executive;
(v) the Executive is bound by the conflict of interest obligations set out in the COI Rules and any other Ontario Health policy or guideline of which the Executive is made aware or should reasonably be aware; and
(vi) a breach of the PSOA, the COI Rules or both may result in discipline up to and including termination of employment for cause.

By signing this Agreement, the Executive agrees that to the best of the Executive's knowledge as of the date of this Agreement, the Executive does not have any

conflicts of interest or potential conflicts of interests, other than those conflicts of interest or potential conflicts of interest already identified to the Chair, for which the Chair has given written instruction to the Executive regarding how to address the conflict of interest or potential conflict of interest, and which have been or will be addressed in accordance with the said instruction, to the satisfaction of the Chair, acting reasonably.

3.05 **Maintenance of Qualifications.** The Executive shall remain in good standing with his professional associations or governing body, as applicable, and shall maintain all necessary registrations and qualifications with any applicable associations or governing bodies required to perform his duties and responsibilities under this Agreement.

3.06 **Representation by Executive.** The Executive agrees that during his employment with OH, he shall not breach any obligation of confidentiality or non-solicitation or non-competition he may have to any former employer or pursuant to any agreement with a third party to which he is bound. For greater certainty:

(a) the Executive agrees that he shall not bring with him in the performance of his employment duties with OH, any confidential information, trade secrets, equipment, computer software or intellectual property of any former employer or customer of any former employer which are not generally available to the public, unless the Executive has first obtained written authorization for its possession and use and provided confirmation in writing of such authorization to OH; and

(b) the Executive shall provide to OH copies of any restrictive covenants (whether in the nature of restrictions on solicitation, competition, or otherwise) or any other agreements with a former employer to which he is or may be bound.

The Executive acknowledges that OH has relied upon the representations outlined in this Section 3.06, and agrees that any misrepresentation in respect of these matters shall be considered Cause for termination.

3.07 **Oaths or Affirmations of Office and Allegiance**. The Executive understands and acknowledges that upon employment by OH, the Executive will become a public servant subject to the applicable provisions of the *PSOA* and as such will be required to swear or affirm the Oath or Affirmation of Allegiance and the Oath or Affirmation of Office.

SECTION 4 – COMPENSATION AND BENEFITS

4.01 **Base Salary.** The Executive shall be paid an annual base salary of $700,000.00 ("Base Salary"). The Base Salary shall be reviewed by OH on an annual basis and may be increased at the sole discretion of OH. The Base Salary shall be paid in accordance with OH's normal payroll practices in effect from time to time.

4.02 **Car Allowance.** Due to OH's multi-site locations and the overall geography in which OH provides oversight, a car allowance of $700 per month will be provided. This is a taxable benefit intended to cover vehicle usage for work related purposes.

4.03 **At Risk Pay and Performance Planning.** At the complete discretion of the Board, the Executive may receive up to 20% of his base salary per year as a discretionary bonus. Within sixty calendar days of the start of each fiscal year, the Board and the Executive shall agree on the Executive's corporate and individual performance objectives (Objectives) for the OH fiscal year as well as the manner in which achievement of the Objectives will be evaluated and feedback will be given to the Executive as part of an evaluation process. Payment of risk pay under this section is entirely in the discretion of the Board and award in any given year or in a prior year is not a representation that an award will be made in a subsequent year.

4.04 **Benefits.** The Executive shall be eligible to participate in OH's or a designated group benefits plan which incudes coverage for: supplementary health, hospital and nursing care; prescription drugs, dental care; vision and hearing aids, short-term disability; long-term disability, life insurance, emergency travel, flexible health care spending account, subject to and in accordance with the terms of the benefit plan and applicable policies, as amended from time to time. OH will make reasonable efforts to have the benefits provider waive any waiting period that would otherwise apply to the Executive's enrolment in the group benefits plans.

4.05 **Pension.** Subject to 4.05(a), the Executive shall be eligible to participate in the Healthcare of Ontario Pension Plan (HOOPP) until October 20, 2023 through OH or its designate for similarly situated executives, subject to and in accordance with the terms and conditions of the plan, as amended from time to time.

(a) Notwithstanding the foregoing, the Executive acknowledges that OH and the Government of Ontario have not at the date of this Agreement determined the pension plan in which all OH employees will participate on a going forward basis. As a result, the Executive agrees that his eligibility to participate in HOOPP is only temporary and subject to change after October 20, 2023. After October 20, 2023, OH may, on a unilateral basis, terminate the Executive's participation in HOOPP and substitute another pension plan, including the Public Service Pension Plan where the Executive will be able to participate as a new employee, similar to all other OH employees without any additional transitional funding or recognition of service, all be determined at the sole discretion of OH or the Government of Ontario, without the need for any additional notice or consideration to the Executive. For greater certainty, the Executive acknowledges and agrees that any unilateral change made by OH to the pension plan is

a contractual right of OH and cannot form the basis of a constructive dismissal at law.

4.06 **Vacation.** The Executive shall be entitled to 6 weeks' paid vacation in each calendar year of employment with OH, pro-rated for partial years. Such vacation must be taken at a time or times acceptable to OH having regard to OH's operations. Any carry forward of vacation will need to be consistent with the to-be-established OH policy as amended from time to time. Notwithstanding the foregoing, the Executive shall receive no less vacation each year than is required under the *Employment Standards Act, 2000*.

4.07 **Employee and Family Assistance Program.** The Executive will receive access to a comprehensive assistance program through OH or its designate.

4.08 **Expenses.** The Executive shall be reimbursed for all reasonable travel (except as covered by section 4.02), and other out-of-pocket business expenses actually and properly incurred by him in connection with his duties hereunder subject to the government's Travel, Meal, Hospitality and Expense Directive and any other spending restraints imposed by the government on Ontario Health or public servants and pursuant to the policies and procedures established by OH from time to time. For all such expenses in respect of which the Executive seeks reimbursement, the Executive shall furnish to OH detailed statements satisfactory to OH evidencing the claimed expense, its amount and proof of payment, as and when required by OH, in accordance with OH's expenses policy in effect from time to time. The Executive acknowledge that expenses may be required to be publicly posted on a regular basis.

4.09 **Equipment.** The Executive will be provided with a laptop and mobile phone, The Executive acknowledges that the Equipment being provided is the property of OH and is being provided to the Executive for the sole purpose of the Executive carrying out his duties as Chief Executive Officer. The Executive acknowledges and understands that at the conclusion of his employment, all equipment must be returned to OH.

4.10 **Administrative Support.** The Executive will be provided with reasonable administrative support of the nature typically provided to a Chief Executive Officer in an organization of a similar nature to assist him in carrying out his duties as Chief Executive Officer of OH.

4.11 **Change in Benefits.** For greater certainty and without limitation to the provisions of the relevant plans and policies, the Executive acknowledges and agrees that his participation in any benefit plans will be subject to the terms and conditions of the plans, which may be amended from time to time, with, or without notice. A summary of the Benefits will be provided to you during your orientation.

4.12 **Compensation Constraint.** Ontario Health employees are subject to legislation, policy and direction issued by the Province of Ontario, the Minister of Health or the Minister's delegate, including in respect of salaries, bonus, benefits, perquisites and other elements of a compensation plan. Implementation of any such law, policy or direction, including implementation of compensation restraint required by any such

law, policy or direction, by Ontario Health will not be a breach of this Agreement and will not constitute constructive dismissal at law.

SECTION 5 – TERMINATION AND RESIGNATION

5.01 **Termination – General.** This Agreement and the Executive's employment may be terminated by OH any time:

(a) for Cause by OH, as provided for in Section 5.02;

(b) without Cause by, as provided for in Section 5.03;

(c) upon the Executive's Death, as provided for in Section 5.04; or

(d) by the Executive, as provided for in Section 5.05.

5.02 **Termination for Cause.** In the event of termination for Cause, the Executive shall receive the Accrued Amounts and nothing further. For greater certainty, OH shall have no other obligations to the Executive, save and except for any obligations under the *Employment Standards Act, 2000*, and, for clarity, without limiting the foregoing, the Executive shall not be entitled to any at risk pay not already paid on or before the date the Executive ceases to perform services for OH.

5.03 **Termination without Cause.**

(a) OH may terminate this Agreement without Cause at any time and for any reason by providing the Executive with:

(i) any accrued but unpaid wages, as required by the ESA, but for clarity, without limiting the foregoing, the Executive shall not be entitled to any at risk pay not already paid on or before the date the Executive ceases to perform services for OH;

(ii) a lump sum payment equal to 12 months' of annual base salary with one additional month for each completed year of continuous service at OH, to a maximum of eighteen (18) months (the "Notice Period") or, at OH's sole discretion, salary continuation during the Notice Period at the same rate of pay used to calculate the lump sum. These amounts are inclusive of the Executive's entitlement to termination pay and severance pay (if applicable) as prescribed by the ESA. For the purposes of this provision, the Executive's service entitlement shall commence on the date in which he commences employment with OH. No prior years of service shall be recognized;

(iii) The Executive shall continue participating in the group benefits plans during the Notice Period, subject to the terms and conditions of the benefits plans, other than the short-term and long-term disability plans, and life insurance, which shall only continue during only the period corresponding to the statutory notice period as required under the Employment Standards Act, 2000, subject to the terms and conditions of the benefits plans. After this time, all benefits coverage shall cease;

(iv) In the event of a lump sum arrangement, the Executive shall continue participating in the applicable pension plan during only the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*, subject to the terms and conditions of the pension plans. After that time, all pension coverage shall cease. In the event of a salary continuance arrangement, the Executive shall continue participating in the applicable pension plan during the Notice Period, subject to the terms and conditions of the pension plans. After that time, all pension coverage shall cease.

(b) **Reasonableness.** The Executive acknowledges and agrees that the payments and benefits described in Section 5.03 herein constitute reasonable compensation in lieu of notice of the termination of his employment, and are inclusive of any vacation pay, termination pay and severance pay that may be owing under the *Employment Standards Act, 2000*. Upon OH providing the Executive with such payments and benefits, the Executive shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, damages, costs or compensation in respect of his employment or the termination thereof, whether under statute, common law or contract.

5.04 **Death of Executive.** This Agreement shall automatically terminate if the Executive dies during the term of this Agreement. In that event, no compensation shall be owed by OH to the Executive or his estate other than the Accrued Amounts, if any, and any amounts that may be owing under the *Employment Standards Act, 2000*.

5.05 **Resignation by Executive.** The Executive shall be entitled to terminate this Agreement and his employment with OH, at any time and for whatever reason, upon providing 3 months' written notice to OH. OH shall be entitled, in its sole discretion, to accept such resignation effective immediately and pay to the Executive the applicable salary and at-risk pay during the 3 month resignation notice period, in which case OH shall continue the Executive's benefits only as required under the *Employment Standards Act, 2000*. OH shall have no other obligations to the Executive and, except to the limited extent provided above, the Executive shall not be entitled to any at risk pay not already paid on or before the Termination Date.

5.06 **Disability.**

(a) In this Agreement, "**Disability**" and "**Disabled**" means the Executive's mental or physical state such that OH determines that:

i. the Executive has been unable, due to illness, disease, mental or physical disability or similar cause, to fulfill the Executive's obligations under this Agreement either: (i) for any consecutive three (3) month period; or (ii) for any period of six (6) months (whether or not consecutive) in any consecutive twelve (12) month period;

ii. a court has declared the Executive to be mentally incompetent or incapable of managing the Executive's affairs; or

iii. an attorney, pursuant to a continuing power of attorney for personal care or similar instrument is appointed to manage the Executive's affairs due to the Executive's mental incompetence.

(b) **Disability Election.** If the Executive becomes Disabled and is eligible to receive long-term disability benefits under OH's long-term disability plan, the Executive must elect, in writing and within two (2) months after becoming Disabled to take one of the following actions:

i. resign from employment with OH such that the termination will be deemed to be a termination without Cause pursuant to Section 5.03; or
ii. resign from the position of Chief Executive Officer, but remain employed by OH and receive long-term disability benefits, in accordance with the terms of the long-term disability plan.

(c) **Failure to Make Election.** If the Executive fails to make an election as per Section 5.06(b) within the two (2) month period following the Disability commencing, the Executive shall be deemed to have elected to have resigned from the position of Chief Executive Officer but remain employed by OH as per Section 5.6(b)(ii).

(d) **Disabled But Not Entitled to Long-Term Disability Benefits.** If the Executive becomes Disabled and does not qualify to receive long-term disability benefits under OH's long-term disability program, the Executive within two (2) months after becoming Disabled, shall resign from employment such that the termination will be deemed to be a termination without Cause pursuant to Section 5.03.

(e) **Obligation to Accommodate.** The application of Sections 5.06 (b)(c) and (d) are subject to OH's obligation to accommodate the Executive in accordance with the *Human Rights Code,* R.S.O. 1990, c. H.19 as amended.

5.07 **Return of Property.** Upon any termination of this Agreement, the Executive must at once deliver or cause to be delivered to OH all data, equipment (including computer, telephone and mobile/smartphone/tablet computer), books, documents, effects, money, security or other properties belonging to OH or for which OH is liable to others, which are in the possession, charge, control or custody of the Executive.

5.08 **Communications**. Ontario Health shall consult with the Executive to the extent reasonably practicable regarding the communication of the termination of this Agreement and the Executive's employment hereunder to OH stakeholder and the public. The Executive understands that, in the event of termination, OH will be required to issue the communication with expediency and may unilaterally do so either if the Executive and OH are not able to consult or if the Executive and OH are not able to agree on the communication within a reasonable time.

SECTION 6 – CONFIDENTIALITY

6.01 As a consequence of his employment with OH, the Executive shall have access to Confidential Information. “Confidential Information” includes, without limitation, any information about an identifiable person, as well as any research, business, financial, technical or other information that is not readily available to the public nor a matter of public record.

6.02 Without limiting the Executive’s obligations in respect of confidential information under the OH COI Rules, the Oath or Affirmation of Allegiance or the Oath or Affirmation of Office, the Executive acknowledges that he is provided access to Confidential Information for the sole purpose of performing his duties and responsibilities as an Executive of OH, and any other use is strictly prohibited. Furthermore, the Executive agrees that he shall not use, disclose or make available to any person any Confidential Information obtained by him in the course of his employment, except as is necessary for the performance of his duties and responsibilities as an employee of OH.

6.03 The Executive agrees that he shall take all reasonable measures to protect the Confidential Information, including appropriate physical and operational safeguards. In the event that Confidential Information is lost, stolen or otherwise compromised, the Executive must immediately report such loss or theft or compromise to the Board through the Chair.

6.04 At the end of the Executive’s employment with OH or at the request of the Board at any time, the Executive shall be required to return all Confidential Information to OH, including any devices or other equipment upon which Confidential Information has been stored.

6.05 The Executive agrees and understands that any disclosure or use by him of any Confidential Information, other than the terms contemplated herein, shall cause irreparable harm and damage to OH. The Executive hereby has notice that OH may, at its option, pursue any and all remedies in law or in equity to which it may be entitled.

6.06 This Section 6 shall survive any termination of this Agreement or the Executive’s employment hereunder.

SECTION 7 – NON-SOLICITATION AND NON-COMPETITION

7.01 **Non-Disparagement**. The Executive and OH agree that during the term of this Agreement and after its termination, neither shall make, nor cause to be made, directly or indirectly, any disparaging or derogatory statements about the other, and the Executive shall not make, or cause to be made, directly or indirectly, any disparaging or derogatory statements about the directors, officers, employees, or agents of OH.

7.02 **Non Solicitation.** The Executive agrees that during his employment and for a period of twelve (12) months thereafter, regardless of the reason for the cessation of Employment, the Executive shall not attempt to solicit, induce, or influence any Ontario Health Employee to terminate their employment relationship.

7.03 **Injunctive Relief and Specific Performance.** The Executive acknowledges and agrees that any breach by the Executive of Section 7.01 and/or Section 7.02 of this Agreement shall cause OH irreparable harm which would not be adequately compensable in damages. Therefore, in addition to any other rights or remedies available to OH at law or otherwise, OH shall be entitled to apply to a court of competent jurisdiction for relief. Such relief may include but is not limited to an injunction, restraining order or otherwise as may be appropriate to ensure compliance by the Executive with the provisions contained in this Agreement, and is without prejudice to any other remedy that OH may have in law, in equity, by statute or otherwise.

7.04 **Reasonableness of Restrictions.** The Executive agrees that all of the restrictions contained in Section 7.03 herein are necessary and fundamental to the protection of OH and that all such restrictions are fair, reasonable and valid given the nature of OH and the Executive's position within OH. The Executive further confirms that these obligations will not unduly preclude the Executive from becoming gainfully employed or from otherwise working following the termination of this Agreement.

SECTION 8 – INTELLECTUAL PROPERTY

8.01 OH shall own the entire right, title and interest in all Intellectual Property created by the Executive during his employment, or otherwise arising from his employment with OH. The Executive agrees to execute all documents necessary for the filing of applications for trademarks, patents or any other registrations, both Canadian and foreign, which protects OH's rights to the Intellectual Property, including, without limitation, any necessary assignments.

8.02 "Intellectual Property" includes all original works of authorship, trademarks, logos, designs, inventions, discoveries, developments, innovations, ideas, business improvements, processes, and compilations of data, whether or not subject to registration or capable of registration, which the Executive may solely or jointly create or conceive of as part of, or in conjunction with, his employment with OH.

8.03 The Executive agrees to irrevocably waive his Moral Rights in the Intellectual Property, where "Moral Rights" means any rights to claim authorship of Intellectual Property, to object to any modification of Intellectual Property, and any similar right that exists under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right".

SECTION 9 – GENERAL

9.01 **Deductions Required By Law.** All amounts paid under this Agreement shall be paid in the lawful currency of Canada less applicable withholdings.

9.02 **Entire Agreement.** This Agreement is the entire agreement between the parties and replaces all prior agreements or understandings. There is no term, condition, warranty or representation, collateral or otherwise, that may govern the employment relationship, other than those contained in this Agreement. Any modifications or amendments to this Agreement shall be made in writing and signed by both parties. For greater certainty, the parties agree that Appendices “A”, “B” and “C” form part of this Agreement.

9.03 **Independent Legal Advice.** The Executive acknowledges that he has read and understood this Agreement and has been given an opportunity to seek independent legal advice with respect to its terms. OH will, upon production of invoices, reimburse you for up to $3,000 for your reasonable legal fees (inclusive of disbursements and HST) to review this contract.

9.04 **No Inducement.** The Executive represents and warrants to OH that he has not been enticed or otherwise induced by OH to leave otherwise secure employment elsewhere to accept employment under this Agreement.

9.05 **Prior Employment.** The Executive agrees that OH shall not recognize any prior service by the Executive with any prior employer, other than as required by applicable law.

9.06 **Severability.** If any section, subsection, paragraph or sub-paragraph of this Agreement is found to be void or unenforceable in any legal proceeding, said provision shall be deemed to be severed from the remainder of this Agreement for the purposes only of the particular proceeding. The Agreement shall, in all other respects, continue in full force and effect.

9.07 **No Waiver.** No failure to exercise and no delay in exercising any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any right or remedy under this Agreement nor any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent reliance upon such right or remedy nor a waiver of any subsequent breach of that provision or of any similar provision.

9.08 **Minimum Standards Legislation.** For greater certainty, should any provision of this Agreement provide entitlements to the Executive that are less than his entitlements under the *Employment Standards Act, 2000*, the entitlements under the *Employment Standards Act, 2000* shall prevail.

9.09 **Successor and Assigns.** This Agreement shall be binding upon the Executive and the Executive’s respective heirs, executor(s), successors and assigns.

9.10 **Survival.** Upon the termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such termination to the extent necessary to carry out the intentions of the parties under this Agreement including,

without limitation, Sections 2.04, Section 3 (including for post-service obligations under the PSOA and the COI Rules), Section 5.08, Section 6, Section 7 and Section 8.

9.11 **Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

9.12 **Headings in Agreement.** The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

9.13 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

9.14 **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 delivery, email, or registered mail to the recipient as follows:

To the Executive:

Matthew Anderson
[redacted]

To OH:

Ontario Health
c/o Chair of the Ontario Health Board
525 University Avenue
Toronto, Ontario
Bill.Hatanaka@ontariohealthagency.ca

9.15 **Assignment**. This Agreement shall not be assigned by the Executive.

IN WITNESS WHEREOF this Agreement has been signed by the parties hereto on the dates set out below:

Dated at Toronto this 19th day of December, 2019.

Ontario Health

Witness

Matthew Anderson Dec 20/19

Witness

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APPENDIX "A"
DEFINED TERMS

For the purpose of the Agreement, the following terms shall have their corresponding meaning:

"Accountability Agreement" means the interim and/or final accountability agreements entered from time to time by OH and the Ministry of Health.

"Accrued Amounts" means the sum of the following amounts, as applicable, as of the Executive's Termination Date:

(a) accrued but unpaid Base Salary;

(b) earned but unused vacation pay; and

(c) reimbursement in accordance with Section 4.08 for unreimbursed business expenses properly incurred by the Executive.

"Act" means the *Connecting Care Act, 2019* and its regulations, as amended from time to time.

"Board" means the board of directors of OH.

"Cause" means:

(a) the existence of cause for termination of employment at common law as determined by the law of the province of Ontario, including but not limited to fraud, theft, dishonesty, illegality, breach of statute or regulation, conflict of interest, or gross incompetence; or

(b) the Executive becomes insolvent and unable to pay his debts in full, or files an assignment in bankruptcy or is adjudicated a bankrupt; or

(c) the Executive failing to meet any of the conditions precedent set out in Section 1.03, or

(d) any misrepresentation by the Executive with respect to the matters set out in Section 3.06; or

(e) the Executive has breached any other material obligation under this Agreement and has failed to rectify such breach within ten (10) days of provision of written notice to do so by OH.

"COI Rules" means Ontario Health's conflict of interest rules at Appendix C to this Agreement.

"Memorandum of Understanding" means the memorandum of understanding entered into between OH and the Minister, as amended or replaced from time to time, establishing the roles and responsibilities of the parties.

"PSOA" means the Public Service of Ontario Act, 2006 and its regulations, as amended from time to time.

"Termination Date" means:

(a) in the case of termination of the Executive’s employment on account of the Executive's death, the date of the Executive's death;

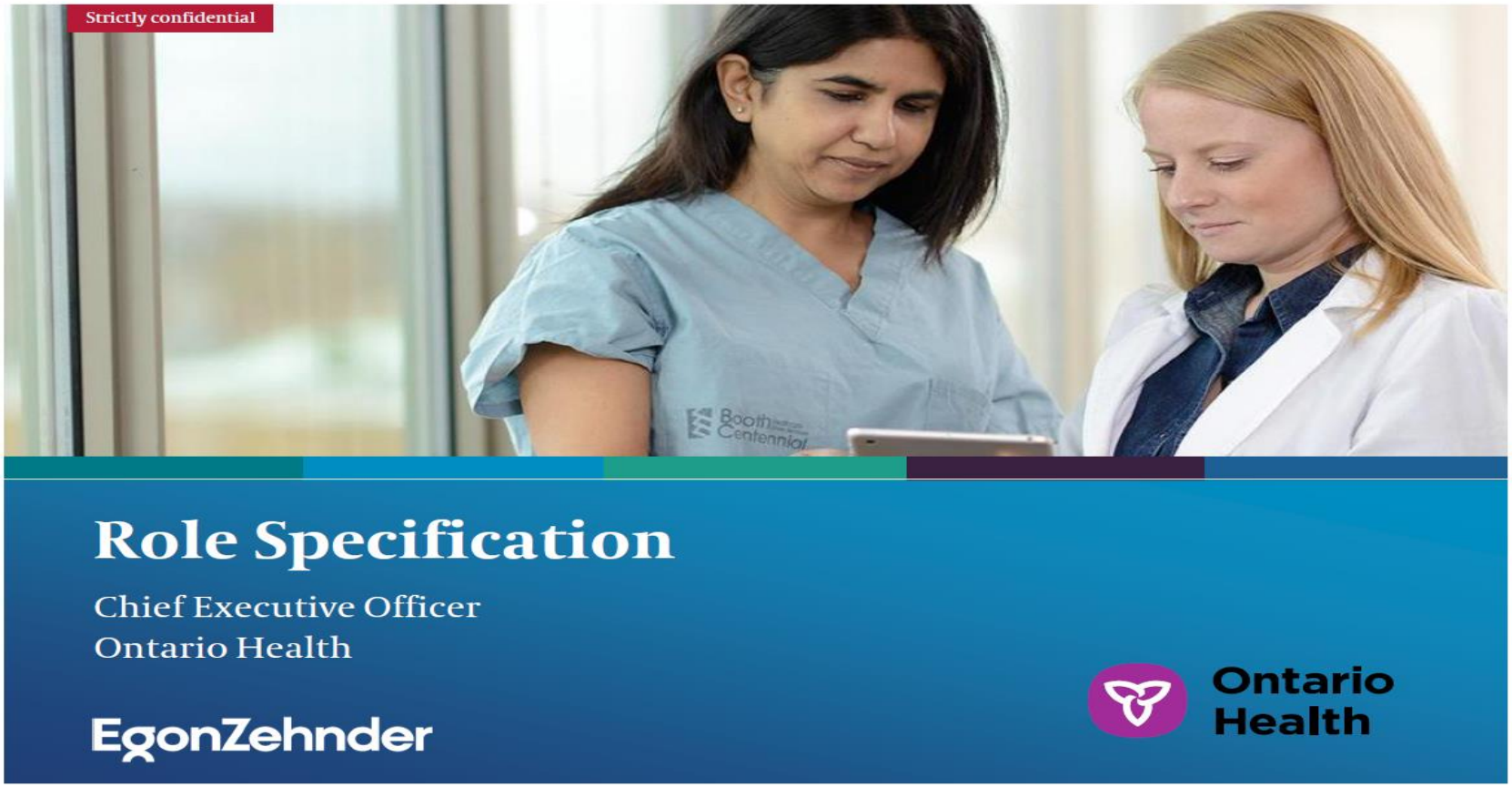
(b) in the case of termination by OH without Cause (whether such termination is lawful or unlawful), the later of (i) the last day worked by the Executive excluding any period of contractual or common law notice of termination, and (ii) the last day of the period during which the Executive is entitled to notice of termination (or termination pay in lieu of notice) under the *Employment Standards Act, 2000*;

(c) in the case of termination by OH for Cause, the date on which the Executive receives written notice from OH setting out the basis for his termination for Cause; and

(d) in the case of the resignation or retirement by the Executive, the last day worked by the Executive.

APPENDIX "B"

JOB DESCRIPTION



Background and Mission

Ontario will have one single health agency – Ontario Health – to oversee health care delivery, improve clinical guidance and provide support for providers to ensure better quality care for patients.

The new agency will:

- be responsible for ensuring Ontarians receive high-quality health care services where and when they need them.
- bring together the combined knowledge, strengths and experience of 20 existing health care agencies into one integrated agency with one strategy and one set of priorities for the Ontario health care system.
- will oversee health care delivery across the entire province.
- will put digital systems in place so patients can access their own health records.
- will monitor how the system is performing and create evidence-based standards to address gaps, while supporting Ontario's diligent health care providers, including Ontario Health Teams, to continuously improve the quality of their care by giving them the tools and information they need.
- will be doing all of this to build a better health care system for Ontarians – one that is dedicated first and foremost to patients.

Duties and Responsibilities

Ontario Health (OH) is an integrated public health care system. It's foundation is based on integrating and coordinating the strong work of a number of provincial health agencies and programs, including:

- Cancer Care Ontario
- Health Quality Ontario
- eHealth Ontario
- Trillium Gift of Life Network
- Health Shared Services Ontario
- HealthForceOntario Marketing & Recruitment Agency
- 14 Local Health Integration Networks

System performance will be measured by:

- Planning and delivering health care
- Improving the quality of care
- Measuring and managing how the system performs
- Enabling innovation
- Ensuring financial accountability
- Providing clinical leadership

The Role

The CEO is accountable to the Board to lead Ontario Health in the fulfilment of its mandate to oversee healthcare delivery, improve clinical guidance, and provide support for providers to ensure better quality care for patients in Ontario. More specifically, the CEO will:

- Lead a complex transformation of the healthcare system to achieve connected and coordinated care through the integration of Ontario's health agencies into one unified organization built around a high quality patient experience
- Develop a patient-centred strategy for Ontario Health in conjunction with the Board that supports the achievement of its mandate as well as the Board approved mission, vision, and values
- Be accountable to the Board for operationalizing the strategy while also delivering on the roles and responsibilities in the letters patent, the Memorandum of Understanding (MOU), and applicable government directives

Through the CEO's exemplary organizational and system leadership, Ontario Health will improve Ontario's healthcare system by making it more patient and caregiver centred, fiscally sustainable, and supportive to health service providers who deliver services to patients province wide.

Candidate Profile

Qualities	Must Have	Nice to Have	Comments
Complex leadership experience	✓		Experience leading highly complex service operations is essential, including the ability to build an organizational structure and leadership team within the context of a newly created organization. Furthermore, the candidate will be an experienced CEO and should bring experience in multiple delivery settings with a variety of service or product offerings.
Patient-first focus	✓		Candidates must bring a commitment to putting patients and their families at the forefront of consideration to ensure optimal access, treatment and care. They should be accustomed to managing customer experiences as well as measuring and improving experience and satisfaction.
Mission/values-driven, purpose-led leader	✓		Candidates must espouse unquestionable integrity and bring a strong reputation for being values and mission driven. They have demonstrated their ability to shape the culture of an organization to fit its mission.
System-thinker and shaper	✓		Candidates must bring a big picture orientation, a strategic thinking capability and experience having shaped delivery with a system mind-set, bringing to bear partnerships and more innovative approaches that consider the entire journey of the customer.
Strong communication skills, high EQ	✓		Candidates must bring exceptional empathy, listening and communication skills; the new CEO must be a leader who conveys authentic commitment to the mission and attracts wide followership.

Candidate Profile

Other qualities	Must Have	Nice to Have	Comments
Politically astute	✓		Candidates must bring a facility for anticipating and understanding the complexities associated with managing multiple stakeholders, and competing demands and interests. Experience with complex internal and external (government and strategic partners) constituencies is critical, as is the demonstrated ability for thoughtfulness and judgment in dealing with ambiguity.
Negotiation and decision-making skills	✓		Candidates must be adept at applying complex influencing skills to navigate timely and complex decision making, taking into consideration the perspectives of multiple interested parties.
Community-minded	✓		Candidates must understand the importance of and be committed to engagement of communities, and demonstrate the ability to think integratively across a system at large, engaging multiple stakeholders.
Integrity and humility	✓		Candidates must be of the highest integrity and bring a balanced ego, recognizing and prioritizing the power of a collective win
Health system experience		✓	Candidates may have previously worked in a health environment or with one of the critical system stakeholders (home, hospice, palliative, mental health, primary or acute care services). An understanding and appreciation for the importance of patient care and the complexities of the system at large can be beneficial.
Canadian or Canadian experience		✓	Ideally, candidates will bring knowledge and sensitivity to the Canadian healthcare system and its uniqueness. This is not a "must-have" but would assist in a candidate ramping up and contributing more quickly.
Bilingual		✓	While not a requirement, a facility in French would be preferred.

The Priorities

Success in role will be achieved by addressing the following priorities:

❑ Strategy and Transformation

- Develop a patient-centred strategy for Ontario Health with Board support and lead its implementation within the framework of the Board-approved mission, vision, and values.
- Lead the transformation of the Ontario healthcare system through the integration of multiple health agencies into one unified agency in a manner that protects and enhances health services for Ontarians and enable providers to work collaboratively.
- Direct the ongoing operations, working with management, staff, patients, and caregivers to ensure the services are planned, delivered, and evaluated to fulfill the organization's strategy in a manner that achieves defined patient outcomes.
- Review OH infrastructure including processes, resources and systems, and change where necessary to achieve Ontario Health's mandate.
- Clearly and effectively communicate the organization's mission, vision, values, strategic direction, and implementation progress.
- Develop a robust evaluation structure to measure Ontario Health's achievement of its strategy to improve health service quality, sustainability and accessibility. Report progress against objectives to the Board, the Ministry, system providers/partners and the public.

The Priorities

❑ System Direction and Performance

- Work with Ontario Health Teams and Health Providers to lead the planning and delivery of healthcare in Ontario in a manner that drives innovation and quality improvement while ensuring financial accountability and focusing on measurable results for patients in Ontario.
- Lead the development and dissemination of health quality standards and measurement to improve healthcare delivery, access, and outcomes.
- Drive digital asset integration and efficiency to advance digital-first approaches to health care that benefit Ontarians.
- Create healthcare system capacity by identifying strategies to deliver administrative efficiencies.
- Work with Ontario Health Teams and other health service providers to assess and meet local health needs in accordance with agreed healthcare delivery plans.
- Define and develop high quality corporate functions and teams to support the new organization and the delivery of its responsibilities.
- Oversee the accountability agreements with the Ministry, service agencies, and transfer payment programs, including funding envelopes, annual and one-time grants, deliverables, and reporting requirements.

❑ Board Governance

- Support the Board in developing an effective governance structure to ensure compliance with its fiduciary obligations, legal requirements and accountabilities defined by the Ministry of Health and Long-term Care.
- Ensure ongoing support to the Board and its committees so that the Board can provide proper oversight of OH's operations including fulfillment of its accountabilities related to healthcare system quality, clinical responsibilities, and patient outcomes.
- Support mechanisms in the governance process that will bring the patient perspective into all deliberations of the Board, creating and ensuring a patient centred approach to decision-making and resource allocation.

The Priorities

❑ Executive Leadership

- Determine the core functions of the organization and define the executive team roles and structure. Recruit and select highly qualified individuals to fulfill these roles in support of the organization's mandate.
- Develop a high-performance executive team that values a patient-centred culture and can execute the organization's strategy.
- Establish a culture where the executive team is accountable for achieving functional and agency objectives and commitments.
- Work with the executive team to develop a highly engaged and performance oriented workforce supported by a work environment that is inclusive, promotes wellness and safety, and ensures zero tolerance of workplace violence.
- Develop a patient-centred culture to support OH's mandate to lead the planning, design, delivery, and evaluation of a more patient and caregiver-centred healthcare system that promotes quality, health equity, integration, and respect for diversity, including the needs of Indigenous peoples and French-language speakers.
- Establish themselves and their reputation as a leader for the organization and within the broader healthcare sector in a manner that it strengthens the influence of Ontario Health to exact positive change for the sector.

❑ Strategic Relationship Management

- Establish and maintain a strong positive working relationship with the Ministry at all levels, consulting as needed and undertaking reviews, evaluations and reports.
- Support the continual improvement of patient outcomes by forging strong partnerships with health service providers and Ontario Health Teams in advancing integrated and patient-centred models of care delivery.
- Engage and communicate with internal and external stakeholders across the healthcare sector to share progress, provide opportunities to co-design or collaborate on solutions, identify and mitigate risks to patients, and ensure ongoing quality and sustainability of health service delivery.
- Champion patient engagement and the Declaration of Patient Values.
- In partnership with the Board Chair, represent the organization's mission, vision, and values as an ambassador for Ontario Health with key stakeholders locally, provincially, nationally, and internationally.

The Priorities

❑ Risk and Resource Management

- Ensure decision-making frameworks are in place for the effective distribution of resources to achieve the best possible results for patients and all Ontarians within the context of a balanced budget and available resources.
- Ensure that an appropriate risk management framework is in place to identify, evaluate, and manage risks, both at an enterprise and healthcare system level.
- Meet the Ministry's needs for financial and system performance reporting and reviews.
- Ensure systems and procedures are in place and well understood to manage and protect the Agency's financial, human, and physical assets in a manner that protects the financial integrity, reputation, and public image of OH

The Competencies Required

Candidates will ideally demonstrate the following critical competencies:

Strategic thinking capability

- A system thinker and shaper
- Able to see and act upon opportunities
- Ability to build and implement a strategic vision and cascading plan
- A track record for shaping alternatives and pathways out of ambiguity
- Someone energized by possibility

Change leadership skills

- A continuous improvement orientation
- Able to see and capitalize on growth opportunities
- An orientation toward innovation, taking calculated risks
- An ability to take tough decisions and be clear on both key priorities and also what an organization will not do
- Strong influencing and negotiation skills, able to weigh trade-offs and make timely decisions

The Competencies Required

Successful experience leading a complex organization/system

- Previous experience in a senior leadership role of a major organization or system.
- Operational experience of scale (sizeable operating budget, multifunctional teams, complexity of programs/divisions)
- An understanding of present trends and how public policy decisions are made
- Past success in implementing opportunities that have enhanced the reach/impact of an organization
- Fiscally responsible and a facility with managing both top and bottom line
- Success in amalgamating operations efficiently, while balancing the cultural implications of change

Strong communication and influencing skills and a demonstrated aptitude for alliance building and stakeholder engagement

- A track record of having built robust partnerships across a system and having played a leadership role among them
- Track record of working effectively with community and government partners
- Experience having worked with a board of directors
- A strong presence both internally and externally
- Comfort being the public face of an organization
- Experience building the brand and reputation of an organization

Outstanding people leadership and relationship building skills

- A reputation for being high integrity, trustworthy, fair and reasonable
- A catalyst, enabler and integrator of ideas
- Past success in having built and led strong and engaged teams, characterized by devolved ownership and shared responsibility
- A visible leader

Role Location

Toronto, Ontario

APPENDIX "C"

ONTARIO HEALTH COI RULES

Public Service of Ontario Act, 2006

ONTARIO REGULATION 381/07

CONFLICT OF INTEREST RULES FOR PUBLIC SERVANTS (MINISTRY) AND FORMER PUBLIC SERVANTS (MINISTRY)

PART I
RULES FOR PUBLIC SERVANTS WHO WORK IN A MINISTRY

INTERPRETATION

Definitions

1. In this Part,

"confidential information" means information that is not available to the public and that, if disclosed, could result in harm to the Crown or could give the person to whom it is disclosed an advantage;

"gift" includes a benefit of any kind;

"spouse" means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons who live together in a conjugal relationship outside marriage. O. Reg. 381/07, s. 1.

Application

2. This Part applies to every public servant who works in a ministry. O. Reg. 381/07, s. 2.

PROHIBITED CONDUCT

Benefiting self, spouse or children

3. (1) A public servant shall not use or attempt to use his or her employment by the Crown to directly or indirectly benefit himself or herself or his or her spouse or children. O. Reg. 381/07, s. 3 (1).

(2) A public servant shall not allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties to the Crown. O. Reg. 381/07, s. 3 (2).

Accepting gifts

4. (1) A public servant shall not accept a gift from any of the following persons or entities if a reasonable person might conclude that the gift could influence the public servant when performing his or her duties to the Crown:

1. A person, group or entity that has dealings with the Crown.
2. A person, group or entity to whom the public servant provides services in the course of his or her duties to the Crown.
3. A person, group or entity that seeks to do business with the Crown. O. Reg. 381/07, s. 4 (1).

(2) Subsection (1) shall not operate to prevent a public servant from accepting a gift of nominal value given as an expression of courtesy or hospitality if doing so is reasonable in the circumstances. O. Reg. 381/07, s. 4 (2).

(3) A public servant who receives a gift in the circumstances described in subsection (1) shall notify his or her ethics executive. O. Reg. 381/07, s. 4 (3).

Disclosing confidential information

5. (1) A public servant shall not disclose confidential information obtained during the course of his or her employment by the Crown to a person or entity unless the public servant is authorized to do so by law or by the Crown. O. Reg. 381/07, s. 5 (1).

(2) A public servant shall not use confidential information in a business or undertaking outside his or her work for the Crown. O. Reg. 381/07, s. 5 (2).

(3) A public servant shall not accept a gift directly or indirectly in exchange for disclosing confidential information. O. Reg. 381/07, s. 5 (3).

Giving preferential treatment

6. (1) When performing his or her duties to the Crown, a public servant shall not give preferential treatment to any person or entity, including a person or entity in which the public servant or a member of his or her family or a friend has an interest. O. Reg. 381/07, s. 6 (1).

(2) When performing his or her duties to the Crown, a public servant shall endeavour to avoid creating the appearance that preferential treatment is being given to a person or entity that could benefit from it. O. Reg. 381/07, s. 6 (2).

(3) A public servant shall not offer assistance to a person or entity in dealing with the Crown other than assistance given in the ordinary course of the public servant's employment. O. Reg. 381/07, s. 6 (3).

Hiring family members

7. (1) A public servant shall not, on behalf of the Crown, hire his or her spouse, child, parent or sibling. O. Reg. 381/07, s. 7 (1).

(2) A public servant shall not, on behalf of the Crown, enter into a contract with his or her spouse, child, parent or sibling or with a person or entity in which any of them has a substantial interest. O. Reg. 381/07, s. 7 (2).

(3) A public servant who hires a person on behalf of the Crown shall ensure that the person does not report to, or supervise the work of, the person's spouse, child, parent or sibling. O. Reg. 381/07, s. 7 (3).

(4) A public servant who reports to, or supervises the work of, his or her spouse, child, parent or sibling shall notify his or her ethics executive. O. Reg. 381/07, s. 7 (4).

Engaging in business, etc.

8. A public servant shall not become employed by or engage in a business or undertaking outside his or her employment by the Crown in any of the following circumstances:

1. If the public servant's private interests in connection with the employment or undertaking could conflict with his or her duties to the Crown.
2. If the employment or undertaking would interfere with the public servant's ability to perform his or her duties to the Crown.
3. If the employment is in a professional capacity and is likely to influence or detrimentally affect the public servant's ability to perform his or her duties to the Crown.
4. If the employment would constitute full-time employment for another person. However, this paragraph does not apply with respect to a public servant who is employed part-time by the Crown. This paragraph also does not apply with respect to a public servant who is on an authorized leave of absence from his or her position, but only if the employment is not contrary to or inconsistent with the terms of the leave of absence.
5. If, in connection with the employment or undertaking, any person would derive an advantage from the public servant's employment as a public servant.
6. If government premises, equipment or supplies are used in the employment or undertaking. O. Reg. 381/07, s. 8.

Participating in decision-making

9. (1) A public servant shall not participate in decision-making by the Crown with respect to a matter that the public servant is able to influence in the course of his or her duties if the public servant could benefit from the decision. O. Reg. 381/07, s. 9 (1).

(2) Subsection (1) does not apply if the public servant obtains the prior approval of his or her ethics executive to participate in decision-making by the Crown with respect to the matter. O. Reg. 381/07, s. 9 (2).

(3) A public servant who, in the course of his or her employment in a ministry, is a member of a body or group shall not participate in, or attempt to influence, decision-making by the body or group with respect to a matter if the public servant could benefit from the decision or if, as a result of the decision, the interests of the body or group could conflict with the interests of the Crown. O. Reg. 381/07, s. 9 (3).

(4) A public servant described in subsection (3) shall inform the body or group if the circumstances described in that subsection exist. O. Reg. 381/07, s. 9 (4).

MATTERS THAT MIGHT INVOLVE THE PRIVATE SECTOR

Interpretation

10. (1) Sections 11 and 12 apply to every public servant who works in a ministry, who routinely works on one or more matters that might involve the private sector and who has access to confidential information about the matter obtained during the course of his or her employment by the Crown. O. Reg. 381/07, s. 10 (1).

(2) In this section and in sections 11 and 12,

"matter that might involve the private sector" means a matter,

(a) that relates to services currently provided under a program of the Crown or by a public body, an agency of the Crown or a corporation controlled by the Crown with respect to which it is possible that a private sector entity will provide all or part of the financing for the services or will provide some or all of the services, and

(b) that has been referred to a ministry, a public body or an agency of the Crown by the Executive Council or a member of the Executive Council for review or implementation. O. Reg. 381/07, s. 10 (2).

Duty to declare certain financial interests

11. (1) When a public servant described in subsection 10 (1) begins work on a matter that might involve the private sector, he or she shall make a declaration to the Integrity Commissioner in which the public servant discloses the following matters respecting his or her financial interests:

1. A legal or beneficial interest of the public servant in securities or derivatives of corporations or governments, other than the Government of Ontario.
2. A legal or beneficial interest of the public servant in a business entity or a commercial operation or in the assets of such an entity or operation.
3. A legal or beneficial interest of the public servant in real property.
4. A legal or beneficial interest of the public servant in a mutual fund that is operated as an investment club where,
    i. its shares or units are held by not more than 50 persons and its indebtedness has never been offered to the public,
    ii. it does not pay or give any remuneration for investment advice or in respect of trades in securities, except normal brokerage fees, and
    iii. all of its members are required to make contributions in proportion to the shares or units each holds for the purpose of financing its operations. O. Reg. 381/07, s. 11 (1); O. Reg. 82/19, s. 1 (1).

(2) Despite subsection (1), the public servant is not required to disclose his or her legal or beneficial interest in any of the following:

1. A mutual fund within the meaning of subsection 1 (1) of the *Securities Act* other than a mutual fund described in paragraph 4 of subsection (1) of this section.
2. Fixed-value securities issued or guaranteed by a government or a government agency.
3. A guaranteed investment certificate or similar financial instrument issued by a financial institution entitled by law to issue such instruments.
4. A registered pension plan, an employee benefit plan, an annuity or life insurance policy or a deferred profit sharing plan.
5. Real property that the public servant, or a member of his or her family, uses primarily as a residence or for recreational purposes. O. Reg. 381/07, s. 11 (2); O. Reg. 82/19, s. 1 (2).

(3) The public servant shall disclose the information required by subsection (1), with necessary modifications, in respect of his or her spouse and dependent children, but only to the extent that the legal or beneficial interests of the spouse or a child could create a conflict of interest. O. Reg. 381/07, s. 11 (3).

(4) For the purpose of subsection (3), the public servant shall make reasonable efforts to obtain information about the financial interests described in subsection (1) of his or her spouse and dependent children. O. Reg. 381/07, s. 11 (4).

(5) The public servant shall give the Integrity Commissioner a revised declaration whenever there is a change in any of the information required to be disclosed. O. Reg. 381/07, s. 11 (5); O. Reg. 82/19, s. 1 (3).

Prohibition on certain purchases

12. (1) A public servant described in subsection 10 (1) shall not purchase, or cause another person to purchase on his or her behalf, a legal or beneficial interest in an entity that is carrying on, or proposes to carry on, an activity relating to a matter that might involve the private sector. O. Reg. 381/07, s. 12 (1).

(2) Despite subsection (1), a public servant may purchase an interest in a mutual fund (within the meaning of subsection 1 (1) of the *Securities Act*) that includes securities of a person or entity described in subsection (1) but not an interest in a mutual fund described in paragraph 4 of subsection 11 (1) of this Regulation that includes such securities. O. Reg. 381/07, s. 12 (2).

(3) The prohibition described in subsection (1) ceases to have effect with respect to the matter,

(a) six months after the date on which the action in respect of the matter is completed; or

(b) six months after the date the Crown ceases to work on the matter. O. Reg. 381/07, s. 12 (3).

List of positions

13. (1) The Public Service Commission shall maintain a current list of positions in which public servants work in a ministry and routinely work on one or more matters that might involve the private sector. O. Reg. 381/07, s. 13 (1).

(2) The Commission shall ensure that public servants employed by the Crown in the positions described in subsection (1) are advised of the duties and restrictions imposed upon them under sections 11 and 12. O. Reg. 381/07, s. 13 (2).

(3) Every ethics executive shall notify the Commission of changes to be made to the list with respect to those persons for whom he or she is the ethics executive. O. Reg. 381/07, s. 13 (3).

PART II
RULES FOR FORMER PUBLIC SERVANTS WHO WORKED IN A MINISTRY

INTERPRETATION

Definition

14. In this Part,

"designated senior position" means any of the following positions:

1. The Secretary of the Cabinet.
2. Deputy minister, associate deputy minister or assistant deputy minister.
3. A position that is classified under subsection 33 (1) of the Act as SMG 2, XOFA 1, XOFA 2, ITX 2, ITX 3 or ITX 4. O. Reg. 381/07, s. 14.

Application

15. (1) This Part applies with respect to every former public servant who, immediately before he or she ceased to be a public servant, worked in a ministry. O. Reg. 381/07, s. 15 (1).

(2) Despite subsection (1), this Part does not apply to a person who ceases be a public servant before the day on which section 57 of the Act comes into force. O. Reg. 381/07, s. 15 (2).

PROHIBITED CONDUCT

Seeking preferential treatment, etc.

16. A former public servant shall not seek preferential treatment by, or privileged access to, public servants who work in a minister's office, a ministry or a public body. O. Reg. 381/07, s. 16.

Disclosing confidential information

17. (1) A former public servant shall not disclose confidential information obtained during the course of his or her employment by the Crown to a person or entity unless the former public servant is authorized to do so by law or by the Crown. O. Reg. 381/07, s. 17 (1).

(2) A former public servant shall not use confidential information in a business or undertaking. O. Reg. 381/07, s. 17 (2).

Restriction on lobbying

18. (1) This section applies to a former public servant who, immediately before ceasing to be a public servant, was employed in a designated senior position. O. Reg. 381/07, s. 18 (1).

(2) For 12 months after ceasing to be a public servant, the former public servant shall not lobby any of the following persons on behalf of a public body or another person or entity:

1. A public servant who works in a ministry or public body in which the former public servant worked at any time during the 12 months before he or she ceased to be a public servant.
2. The minister of any ministry in which the former public servant worked at any time during the 12 months before he or she ceased to be a public servant.
3. A public servant who works in the office of a minister described in paragraph 2. O. Reg. 381/07, s. 18 (2).

Restriction on employment, etc.

19. (1) This section applies to a former public servant who, immediately before ceasing to be a public servant, was employed in a designated senior position and who, at any time during the 12 months before he or she ceased to be employed as a public servant, in the course of his or her employment as a public servant,

(a) had substantial involvement with a public body or another person or entity; and

(b) had access to confidential information that, if it were to be disclosed to the public body, person or entity, could result in harm to the Crown or could give the public body, person or entity an unfair advantage in relation to one or more third parties. O. Reg. 381/07, s. 19 (1).

(2) For 12 months after ceasing to be a public servant, the former public servant shall not accept employment with the public body, person or entity or serve as a member of the board of directors or other governing body of the public body, person or entity. O. Reg. 381/07, s. 19 (2).

Restriction re certain transactions

20. (1) This section applies to a former public servant who, when he or she was a public servant working in a ministry, advised the Crown about a particular proceeding, negotiation or other transaction. O. Reg. 381/07, s. 20 (1).

(2) The former public servant shall not advise or otherwise assist any public body or any other person or entity in connection with the particular proceeding, negotiation or other transaction until the Crown ceases to be involved in it. O. Reg. 381/07, s. 20 (2).

(3) Despite subsection (2), the former public servant may continue to advise or otherwise assist the Crown in connection with the particular proceeding, negotiation or other transaction. O. Reg. 381/07, s. 20 (3).

21. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 381/07, s. 21.