

This Employment Agreement (the "**Agreement**") is effective July 1, 2025.

BETWEEN:

The Canadian Centre of Recovery Excellence
(hereinafter called the "**Employer**")

- and -

Kym Kaufmann
(hereinafter called the "**Executive**")

EMPLOYMENT AGREEMENT

WHEREAS the Minister of Mental Health and Addiction (the "**Minister**"), as the Minister responsible for the *Canadian Centre of Recovery Excellence Act* (the "**Act**"), has the authority under Section 10(1) of the *Act* to appoint a Chief Executive Officer ("**CEO**") for the Canadian Centre of Recovery Excellence ("**CoRE**");

AND WHEREAS the Minister has appointed the Executive to the position of CEO of CoRE and the Executive has, under an employment agreement dated June 25, 2024, between the Ministry of Mental Health and Addiction (the "Ministry") and the Executive (the "Initial CEO Agreement"), served as CEO and intend to serve for the duration of Initial CEO Agreement's, being June 30, 2025;

AND WHEREAS the Minister has directed CoRE to execute this Agreement with the Executive taking all reasonable efforts to do so on or before June 30, 2025, such that the Executive's role as CEO of CoRE continues without interruption;

AND WHEREAS CoRE and the Executive (collectively, the "**Parties**") are desirous of entering into a superseding employment agreement to govern the terms and conditions of the Executive's employment as the CEO of CoRE;

NOW THEREFORE, in consideration of the material advantages accruing to the Parties, the Parties agree as follows:

1. Term

1.1 Unless terminated earlier in accordance with this Agreement, the Executive's employment shall commence on the Effective Date, until June 30, 2028 (the "**Term End Date**").

2. Employment and Job Title

2.1 Subject to the terms and conditions in this Agreement, the Executive will be employed as the CEO of CoRE. In that role, the Executive will perform such duties as are set out in **Schedule "A"** to this Agreement and will have such responsibilities as are commensurate with the position (the "**Duties**").

2.2 The Executive represents and warrants that the Executive has the requisite skills and experience to perform the Duties, in accordance with the terms and conditions of this Agreement.

2.3 During this Agreement, the Executive will:

- (a) Serve CoRE loyally and faithfully and to the best of the Executive's ability;
- (b) Perform the Duties honestly and always with a view to the best interests of CoRE, and in an efficient, prompt, professional, skillful and careful manner in accordance with good management and modern methods, standards and practices;
- (c) Observe and obey all applicable laws, regulations, rules and standards and all policies, rules, systems, codes of conduct, and procedures that CoRE may establish from time to

time, including any and all amendments that may occur from time to time;

- (d) Devote the Executive's full time, energy and ability to the Duties, and during the course of the Executive's employment and, subject to prior approval from CoRE's Board, refrain from being involved in any other business or occupation or become a director, officer, executive, consultant or agent of another company, firm, proprietorship, society or not for profit or charitable organization;
 - (e) Avoid any external commitments that interfere with the Executive's obligations to CoRE and to the Ministry, or that constitute a potential, perceived or real conflict of interest; and
 - (f) Refrain from publicly taking positions in conflict or opposition with those of CoRE.
- 2.4 The Executive's hours of work shall be generally those of other full-time senior management employees of CoRE, subject to additional working hours as reasonably necessary to fulfill the Duties.
- 2.5 The Executive acknowledges that their primary workplace will be at CoRE's offices in Calgary, Alberta. The Executive is permitted to work under a hybrid model.

3. Reporting Relationship

- 3.1 The Executive will report to CoRE's Board and adhere to CoRE's Mandate and Roles Document.

4. Compensations, Benefits and Expense Reimbursement

- 4.1 The Executive will be paid an annual base salary of \$245,435.00, less statutory deductions, which will be paid in accordance with the pay practices of CoRE. Subject to any limitations as prescribed under Alberta's *Public Sector Employers Act* ("PSEA"), or its regulations, and section 4.7 of this Agreement, after the first year of the term of this Agreement, and every year thereafter, CoRE will make all reasonable efforts to effect an annual cost of living adjustment ("COLA") of the Executive's salary based on CoRE's Board consideration of the consumer price index for the prior calendar year and the Executive's performance.
- 4.2 The Executive will be paid 18.2% of their annual base salary in lieu of benefits and pension. The Executive agrees that if the Executive wishes, they must obtain their own medical, dental, and extended health benefits (including short- and long-term disability coverage and life insurance) and arrange for their own retirement savings plan.
- 4.3 The Executive will earn 2.5 paid vacation days per month of service as CEO of CoRE up to the Term End Date. Scheduling of vacation time must not interfere with CoRE's operational requirements.
- 4.4 The Executive shall receive a vehicle allowance of \$500.00 per month, less statutory deductions.
- 4.5 The Executive will be reimbursed for all reasonable business travel and other out-of-pocket business expenses actually and properly incurred by the Executive while on authorized business, provided such claims are submitted in a timely fashion and comply with CoRE's policies, expense guidelines and budgetary limits, and only if such reimbursement is consistent with the Treasury Board Travel, Meal and Hospitality Expenses Directive. For clarity, if there is any inconsistency between CoRE's policies and the Directive, the Directive will prevail. If this Agreement is terminated, the Executive will submit all expenses within ten (10) days of such termination. Requests for reimbursement must be submitted to CoRE's Board.
- 4.6 The Executive's salary, this Agreement, pay in lieu of benefits and expenses may be subject to public disclosure and periodic compliance audits.
- 4.7 The Executive acknowledges that CoRE or the Minister may undertake a review of the Executive's remuneration and may in their sole discretion increase or reduce that remuneration following the

completion of a review. The Executive will be given notice of any changes in remuneration resulting from such a review. The Executive acknowledges that their remuneration and future remuneration changes are or may be constrained, limited, and may be reduced by or as a result of legislation, including the PSEA, and the applicable regulations, Guidelines and Ministerial Orders thereunder.

5. Termination of Employment

5.1 In this Article, these terms are defined as follows:

- (a) "annual base salary" means the Executive's annual base salary on the date of termination;
- (b) "date of termination" means the date specified as such in the notice delivered to the Executive by the Ministry or by the Executive to the Ministry, or as set by the Ministry under Article 5.3;
- (c) "just cause" means:
 - (i) the Executive's failure to perform the Duties in a competent manner after the Executive has been provided with reasonable written notice of such failure;
 - (ii) any material breach of this Agreement or of the Ministry's or CoRE's policies by the Executive;
 - (iii) any fraudulent or dishonest act committed by the Executive;
 - (iv) any conduct, behavior or public statements by the Executive that CoRE's Board and the Minister considers to be detrimental to CoRE's best interests or reputation;
 - (v) the Executive being convicted of a criminal offence involving theft, fraud or dishonesty, or being found in a civil trial or other legal forum to have committed theft or fraud or been dishonest;
 - (vi) the Executive acting in the Executive's own interests in conflict with those of CoRE or the Ministry; or
 - (vii) any other reason that would constitute just cause at common law.
- (d) "Public Agency" means a public agency to which the *Alberta Public Agencies Governance Act* applies; and
- (e) "Severance Period" means the period starting the day after the date of termination and ending after the number of weeks for which the Severance Payment is payable as set out in clause 5.4(c).

5.2 Unless terminated earlier in accordance with this Article 5, the employment of the Executive will end in accordance with the provisions of Article 1 of this Agreement on the Term End Date, and in that case, the Executive will not be entitled to any notice of termination or payments pursuant to this Article 5.

5.3 This Agreement, and the Executive's employment, may be terminated by the Executive at any time by providing to the Ministry thirty (30) days prior written notice of resignation. The Executive shall perform all services as required during the notice period. The Ministry may waive the notice of resignation in whole or in part, in its sole discretion and in accordance with the *Alberta Employment Standards Code*, RSA 2000, c E-9, as amended from time to time (the "**ESC**").

5.4 The employment of the Executive and this Agreement may be terminated as follows during the term:

- (a) Without notice or pay in lieu of notice in the event of the dismissal of the Executive for

just cause, in which case the Executive is entitled to only earned and unpaid salary, other compensation arising under this Agreement that is earned but unpaid, any accrued and unused vacation pay, and reimbursable expenses to the date of termination;

- (b) Without notice or pay in lieu of notice in the event of the death of the Executive, in which case the Executive is entitled to only earned and unpaid salary, other compensation arising under this Agreement that is earned but unpaid, any accrued and unused vacation pay, and reimbursable expenses to the date of termination;
- (c) Without just cause:
 - i. upon providing the Executive with the minimum amount of termination pay required by the ESC, and earned and unpaid salary, other compensation arising under this Agreement that is earned but unpaid, any accrued and unused vacation pay, and reimbursable expenses to the date of termination, and
 - ii. a further one (1) week of annual base salary following the completion of six (6) months of service as CEO of CoRE, a further one (1) week following the completion of nine (9) months of service as CEO of CoRE, and a further one week following the completion of twelve (12) months of service as CEO of CoRE

and for clarity whereby service of the Executive is calculated to include service as CEO under this Agreement, any prior employment agreement between the Parties, and any agreement between the Executive and the Ministry, including without limitation, three (3) weeks so accrued under such agreement between the Executive and the Ministry,

(the "**Severance Payment**").

5.5 If the Executive becomes employed with either the Crown or a Public Agency during the Severance Period (including with CoRE), the Executive will repay to CoRE a portion of the Severance Payment equal to the amount of salary, before mandatory deductions and benefits, earned in respect of the Executive's new employment during the Severance Period, to a maximum of the Severance Payment, before mandatory statutory deductions, paid in respect of the portion of the Severance Period for which the Executive is employed.

5.6 The Executive is not entitled to any compensation resulting from the termination of this Agreement, including payment in lieu of reasonable notice, termination pay, severance pay, damages, costs, benefits, loss of pension, or any other common law entitlements or compensation, except as is specifically provided for in this Agreement and as required by the ESC.

6. No prior obligations

6.1 The Executive is not a party to any agreement or under any obligation to any other person, corporation or society respecting non-solicitation of employees or clients, non-competition, or confidential or proprietary information. The Executive will not disclose anyone else's confidential or proprietary information unless required to do so by law or use such confidential information in the course of employment with the Ministry.

7. Confidential Information & Intellectual Property

7.1 The Executive recognizes and acknowledges that, during the course of employment as the CEO of CoRE, the Executive will have access to certain information not generally known to the public, relating to the business activities of CoRE and the Ministry, and the manner in which such activities are conducted which may include, without limitation, information related to the Intellectual Property of CoRE and the Ministry, corporate opportunities, literature, data programs, contact lists, client lists, sources of supply or service providers, projections, business plans or any other proprietary or confidential matter (collectively, the "**Confidential Information**"). For the purposes of this Article 7 and Article 8, the term "**Intellectual Property**" means intangible property developed by CoRE or the Ministry and its officers and employees including without limitation, ideas, concepts,

outlines, synopses, treatments, inventions, discoveries, software, software code, know-how, designs, design drawings, techniques, documentation and other materials, regardless of form or media on which it is stored, patents, works protected by copyrights, moral rights and other intellectual property rights, trade secrets, trademarks, trade names, industrial designs, formulae, methods, processes, and any improvements to the foregoing;

- 7.2 The Executive recognizes and acknowledges that this Confidential Information constitutes a valuable, special and unique asset of CoRE or the Ministry (as applicable), access to and knowledge of which are essential to the performance of the Executive's duties. The Executive acknowledges and agrees that all such Confidential Information, including without limitation that which the Executive conceives or develops, either alone or with others, at any time during their employment, is and shall remain the exclusive property of CoRE.
- 7.3 The Executive further recognizes and acknowledges that the Intellectual Property of CoRE or the Ministry (as applicable), including, without limitation, that which the Executive conceives or develops, either alone or with others, at any time during employment as the CEO of CoRE or the Ministry (as applicable), is and shall remain the exclusive property of CoRE or the Ministry (as applicable), and the Executive hereby assigns all rights in such Intellectual Property to CoRE or the Ministry (as applicable), including moral rights. The Executive further agrees that, upon request by CoRE or the Ministry, the Executive shall, without further compensation, execute and deliver to CoRE or the Ministry (as applicable) such additional documents, assignments or instruments as may be reasonably required in order to record the foregoing assignment.
- 7.4 The Executive agrees that, except as directed by CoRE or the Ministry (as applicable), the Executive will not at any time, whether during or after employment with CoRE, use or disclose to any person for any purpose other than for the benefit of CoRE or the Ministry (as applicable), any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data, or other information sources which contain or are derived from the Confidential Information whether prepared by the Executive or otherwise coming into the their possession or control, without the prior written permission of CoRE or the Ministry (as applicable).
- 7.5 The Executive agrees that upon request by CoRE or the Ministry (as applicable) and in any event upon termination of employment, the Executive shall turn over to CoRE or the Ministry (as applicable) all Confidential Information in the Executive's possession or under the Executive's control which was created pursuant to, is connected with or derived from the Executive's services to CoRE or the Ministry (as applicable), or which is related in any manner to the Duties, whether or not such materials are in the Executive's possession as of the date of this Agreement.
- 7.6 The Executive's obligation of confidentiality does not apply to:
- (a) Information known to the Executive prior to the Executive's employment with the Ministry;
 - (b) Information which is within the public domain or which shall have come in the public domain in the future through no fault or breach of confidence by the Executive; or
 - (c) Information which has become known or available to the Executive from sources other than through their employment and appointment as CEO of CoRE.

8. Business Records

- 8.1 The Executive agrees to promptly deliver to CoRE's Board, upon termination of the Executive's employment, or at any other time when CoRE's Board so requests, all documents relating to the business and operations of the Ministry, including, without limitation: all documents related to Intellectual Property, any other reports and related data, such including but not restricted to all summaries, memoranda and opinions relating to the foregoing, contract files, notes, records, drawings, manuals, correspondence, financial and accounting information, contact lists, statistical data and compilations, agreements, contacts, manuals or any other documents relating to the business of the Ministry or its Intellectual Property (collectively, the "**Business Records**"), and all copies thereof and therefrom.
- 8.2 The Executive confirms that all of the Business Records which are required to be delivered to CoRE's Board pursuant to Article 8.1 constitute the exclusive property of CoRE's Board.
- 8.3 The obligation of confidentiality set forth in Article 7 shall continue notwithstanding the Executive's delivery of any such documents to CoRE Board.
- 8.4 Notwithstanding the foregoing provisions of this Article 8 or any other provision of this Agreement, the Executive shall be entitled to retain any written materials which fall within the scope of Section 7.6 (a) to (c).

9. Fiduciary

- 9.1 The Executive acknowledges that the Executive is in a fiduciary relationship and position of trust with CoRE.

10. Freedom of Information and Protection of Privacy Act ("FOIPP")

- 10.1 The Executive acknowledges that any personal information (as such term is defined in FOIPP) concerning CoRE's officers, directors, employees, clients, patients, or other individuals about whom CoRE holds information may be subject to the requirements of CoRE, and other laws governing privacy.
- 10.2 The Executive hereby consents to the collection, use and disclosure of the Executive's personal information for purposes relating to the management and administration of the employment relationship, in order to facilitate the purposes of this Agreement, and in order to facilitate and promote CoRE's business and operations. The purposes of collection, use and disclosure are as required by law, and include:
- (a) Reporting purposes to the Minister or other department of the Province of Alberta or anybody having authority over CoRE, to the extent that such information is required to be reported;
 - (b) As required by the Minister or CoRE (as applicable) to obtain and maintain business contracts;
 - (c) In connection with obtaining employee benefits, or in obtaining insurance; or in connection with any outsourcing of information to third party suppliers of information processing services, including, without limitation, payroll, health benefits, insurance or pension plan benefits;
 - (d) For the Minister or CoRE (as applicable) internal operational purposes;
 - (e) For the purposes of managing, administering, or terminating the Executive's employment;
 - (f) For any purpose required or permitted under FOIPP and other applicable legislation;
 - (g) Monitoring the Executive's access to CoRE (as applicable) electronic media services,

including internet and e-mail, to ensure that the Executive's use of such services is appropriate and is in compliance with any policies CoRE might establish from time to time; and

- (h) Any other purposes of which the Executive is given notice, and which CoRE determines are related to the management and administration of the employment relationship.

10.3 The Executive acknowledges and agrees that through employment, the Executive will become aware of personal information which is collected, used or disclosed by CoRE. The Executive agrees not to:

- (a) Without CoRE's Board's prior written consent, disclose or make available such personal information to any other person or entity except in the ordinary course of employment;
- (b) Sell, trade, barter, disclose or transfer personal information to any other party or use it for any other purpose other than the purposes permitted by this Agreement; and
- (c) The Executive agrees to follow all the Ministry and CoRE's rules and regulations with respect to personal information.

11. **Miscellaneous**

11.1 Any notice required to be given under this Agreement must be in writing and must be delivered either in person, by courier, or by registered mail. Service will be effective if served to the other party's last known address.

11.2 This Agreement and any employment or other policies established by CoRE's Board from time to time, in its sole discretion, constitute the whole and only agreement with respect to the Executive's employment. The Executive has no claim against the Ministry or CoRE (as applicable) with respect to any agreement, written or oral, made prior to the date of this Agreement. If the Executive alleges the existence of a subsequent agreement, that agreement will only be valid if it is in writing, and specifically states that it is intended to modify the terms of this Agreement.

11.3 The provisions of Articles 7, 8, 9 and 10 shall survive the termination of this Agreement and the Executive's employment hereunder, for any reason.

11.4 The Executive acknowledges and confirms that the Executive has been independently advised by counsel in respect of the provisions of this Agreement, or having had the opportunity to seek independent advice, has waived that opportunity, and that the Executive has read, understands and agrees with all of the terms and conditions in this Agreement.

11.5 The Executive may not assign this Agreement. The Executive agrees that CoRE may assign this Agreement at any time, without prior notice, and that the benefits and obligations of this Agreement will pass to such assignee.

11.6 Any waiver by CoRE of any act or omission of the Executive that would otherwise be a breach of this Agreement will not operate as or be construed as a waiver of any subsequent breach thereof, and will not prevent the Ministry from treating the act or omission as a current breach.

11.7 This Agreement was made in and is to be construed and interpreted in accordance with the laws of Alberta and the federal laws of Canada applicable therein. Whenever possible, each provision of this Agreement is to be interpreted in such a manner as to be effective and valid under Alberta law. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

11.8 If any paragraph, subparagraph, or provision of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, then such paragraph, subparagraph, or provision (as the case may be) shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect


11.9 This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together shall constitute one and the same instrument, notwithstanding that both parties are not signatory to the same counterpart. This Agreement and any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which will be deemed to be an original.

The Parties hereto, by their respective authorized signatories, hereby execute this Agreement:

**CANADIAN CENTRE OF RECOVERY
EXCELLENCE**

Per





_____ **KYM KAUFMANN**

Schedule "A"

DUTIES AND RESPONSIBILITIES

1. The Executive shall perform the following Duties which have been prescribed by the Minister:
 - a. Subject to the *Act*, the duties reasonably expected in overseeing the operations of CoRE, including its mandate to measure and evaluate recovery-oriented systems of care in Alberta; and
 - b. All other duties and functions prescribed by CoRE.
2. The Executive shall perform the Duties honestly and in good faith with a view to the best interests of CoRE.