

## STAFFING AGREEMENT

THIS AGREEMENT (“agreement”) made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN**

**Plan A Simcoe**  
**operating as Plan A Simcoe Health Care Staffing Solutions**  
(referred to in this Agreement as “Plan A”)

**and**

**The Corporation of the County of Grey**  
(referred to in this Agreement as “the Long Term Care Partner”)

Plan A and the Long Term Care Partner wish to enter into an agreement where Plan A will provide temporary clinical staff (“**Supplemental Staff**”) to the Long Term Care Partner at an agreed upon rate.

The purpose of this agreement is to set out the terms of employment and to establish the rights, duties, obligations and expectations of the parties in reference to the Supplemental Staff. The parties covenant and agree with each other as follows:

### **1. Term and Supply**

Plan A agrees to supply to the Long Term Care Partner Supplemental Staff to perform the duties requested by the Long Term Care Partner in accordance with the terms and conditions in Schedule “A” and Schedule “B” attached and signed and the Long Term Care Partner agrees that its obligations and rights pursuant to this agreement and Schedule “A” and “B”.

### **2. Payment**

The Long Term Care Partner during the period agrees to pay Plan A for the services of Supplemental Staff in accordance with Schedule “C” attached and signed.

### **3. Accounts**

Plan A shall submit its invoices on a weekly basis and payment will be due within thirty (30) days from the invoice date. Payments are subject to a further charge of one and one-half percent (1.5%) for the unpaid balance.

### **4. Administration Fee**

An Administration fee of \$1,500.00+HST is invoiced upon contract signature. This fee assists with the costs associated with the following:

- Continued maintenance and provision of staff files (on demand).

*Plan A files include: Resume, Proof of education, 3-5 professional references, CPR Certification, N-95 Mask Fit, Criminal Record Check, WHMIS, 4 Step Health and Safety Awareness Certification, Proof of flu shot, proof of TB 2 Step, and signature toward confirmation of orientation.*

- Contract development
- Continued Plan A office support
- Training, use and continued support of our shift filling software, StaffStat

This fee will be invoiced upon contract signature and payment will be expected within a 30 day period from the date of contract. Payments are subject to a further charge of one and one-half percent (1.5%) for the unpaid balance.

## **5. Orientation Fee**

If the Long Term Care Partner requires Supplemental Staff to complete mandatory training or orientation (“**Orientation**”), an orientation fee will be invoiced to the Long Term Care Partner in accordance with the payment schedule provided in Schedule “C”. The orientation fee will be invoiced at the discretion of Plan A in connection with the performance of the following:

- Mandatory onsite or at home training
- Mandatory job shadowing
- Mandatory orientation sessions

This fee will be invoiced with the weekly accounts provided in Section 3 and payment will be due in accordance with the provisions of Section 3 hereof.

## **6. Supplemental Staff Employees**

The Supplemental Staff shall remain employees of Plan A which shall be solely responsible for the arrangement of reliefs and substitutions, pay, discipline, unemployment insurance, workers’ compensation, leave and all other matters arising out of the relationship between employer and employee. Day to day direction of Supplemental Staff will be performed by the Long Term Care Partner.

## **7. Insurance**

Plan A shall maintain during the term of this agreement and any subsequent renewals, general liability and professional liability coverage available for all services provided by Supplemental Staff of Plan A in the minimum amount of \$5,000,000. Plan A will provide, upon request, Certificates of Insurance or other evidence of insurance coverage and will notify the Long Term Care Partner of any cancellation or modification of its insurance coverage.

## **8. Indemnification**

- (1) Plan A agrees to promptly indemnify and save the Long Term Care Partner

harmless from any costs, claims, demands, suits, actions, damages (incidental, direct, indirect, special, consequential or otherwise) or judgments made, brought or recovered against the Long Term Care Partner resulting from any act, omission, fault, default or negligence by Plan A or those for whom it is in law responsible in connection with the services covered by this agreement unless due to any act, breach, omission, fault, default or negligence of the Long Term Care Partner or any person or entity for whom it is in law responsible.

(2) The Long Term Care Partner agrees to promptly indemnify and save Plan A and those for whom it is in law responsible harmless from any loss, costs, claims, charges, suits, actions, damages (incidental, direct, indirect, special, consequential or otherwise) or judgments made, brought or recovered against Plan A or those for whom it is in law responsible (including, without limitation, legal fees on a substantial indemnity basis) resulting from the performance of any of the duties set forth in this agreement or the carrying out by any such employee of any instructions given to him or her by any official of the Long Term Care Partner, unless due to any act, breach, omission, fault, default or negligence of Plan A.

(3) The indemnity contained in this paragraph 10(1) and (2) shall survive the termination of this agreement.

## **9. Termination**

Despite anything contained in this agreement to the contrary, this agreement may, without liability, be terminated by thirty (30) days written notice to the other party.

## **10. Waiver**

The failure of either party at any time to require performance by the other party of any provision shall in no way affect the full right to require such performance at any time thereafter; nor shall a waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

## **11. Amendments**

Except as otherwise provided herein, the parties must amend this agreement in writing and any addendum to this agreement will be incorporated into this agreement provided the addendum is in writing.

## **12. Entire Agreement**

With the exception of any amendments made pursuant to Section 14 hereof, this agreement constitutes the entire agreement between the parties and there are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof.

**13. Governing Law**

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**14. Enurement**

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

**15. Partial Severability**

If any part of this agreement is held or rendered invalid or illegal, the remainder of this agreement continues to apply.

**16. Counterparts**

This agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement binding on the parties, notwithstanding that not all parties are signatories to the same counterpart.

**17. Notices**

Any notices required to be given by either party to the other shall be sufficiently given if sent by facsimile transmission, email transmission, delivered or mailed by prepaid registered post addressed to the Long Term Care Partner at **595 9<sup>th</sup> Avenue East Owen Sound, ON N4K 3E3** and to **Plan A at 49 Essa rd #2, Barrie ON L4N 3K4**. Any such notice shall be conclusively deemed to have been given and received at the time of its facsimile transmission, email transmission or at the time of its delivery by one party to the address of the other or, in the event of service by registered mail, on the second business day after the day of such mailing. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of notice of change of address shall be addressed.

**IN WITNESS WHEREOF** the parties have executed this agreement on this date \_\_\_\_\_ in the city of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director,  
Plan A Simcoe Health Care Staffing Solutions

\_\_\_\_\_  
Name: Stewart Halliday  
Title: Warden

\_\_\_\_\_  
Name: Heather Morrison  
Title: Clerk  
The Corporation of the County of Grey  
I/We have the authority to bind the corporation

## Schedule "A"

### Plan A Responsibilities

1. Upon request by the Long Term Care Partner, Plan A shall provide the requested services of Supplemental Staff subject to the availability of qualified Supplement Staff. Plan A does not guarantee availability of Supplemental Staff, but agrees to undertake reasonable efforts to ensure availability.
2. At the Long Term Care Partner's request, Plan A will provide copies of the following to the Long Term Care Partner in respect to the proposed assigned supplemental staff:
  - a. Documentation of education and training
  - b. Current First Aid/CPR
  - c. Recent CPIC - criminal background check
  - d. Copy of certification or license and registration (which applicable)
  - e. Copy of Flu Vaccination
  - f. Copy of TB 2-step
  - g. Copy of N95 Mask Fit Certification
  - h. 4 Step Health and Safety Awareness Certification
  - i. WHMIS certificate
3. Plan A will use its best efforts to match the skills and experience levels of its Supplemental Staff to the specific needs of the Long Term Care Partner.
4. Plan A warrants that it is in compliance with all laws that are applicable to the use of Supplemental Staff by a Long Term Care Partner.
5. Plan A will comply with the Long Term Care Partner's policies and procedures for the use of supplemental staffing services.
6. In the event that Plan A staff does not report for duty at the scheduled time, the Long Term Care Partner shall notify Plan A immediately and Plan A will make alternate arrangements to replace the staff.
7. Plan A will provide regular updates of employee names to the Long Term Care Partner to ensure that there is no conflict of interest between Plan A employees and the Long Term Care Partner (i.e. no terminated employee of the Long Term Care Partner will be scheduled to work at the Long Term Care Partner through Plan A).

**IN WITNESS WHEREOF** the parties have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 in the city of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director,  
Plan A Simcoe Health Care Staffing Solutions

\_\_\_\_\_  
Warden: Stewart Halliday

\_\_\_\_\_  
Clerk: Heather Morrison  
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## **Schedule "B"**

### **Long Term Care Partner Responsibilities**

1. The Long Term Care Partner shall appoint one point of contact or designate per home to communicate with Plan A regarding all contract conversations.
2. The Long Term Care Partner shall provide sufficient information about its specific needs to Plan A so that Plan A can match the skills and experience of its Supplement Staff to those needs.
3. The Long Term Care Partner shall utilize assigned Supplemental Staff only for the specific need requested, unless the Long Term Care Partner, Plan A and Supplemental Staff agree to a change in duties.
4. The Long Term Care Partner agrees that Plan A's duty to fulfill requested assignment of Supplemental Staff is subject to availability of qualified Supplemental Staff.
5. The Long Term Care Partner will make its policies and procedures available to Plan A to review.
6. The Long Term Care Partner will provide paired-up orientation with a Long Term Care Partner staff member as part of the Supplemental Staff's first shift. The Long Term Care Partner will introduce the Supplemental Staff to its rules and regulations, the physical layout and the equipment on any unit to which such Supplemental Staff are assigned. Supplemental Staff shall report to the supervisor designated by the Long Term Care Partner to find out where they work and who they are working with before he/she begins their shift. The home is asked to make every effort in providing adequate orientation shifts to ensure continued shift coverage each month. For greater certainty, the orientation provided in this paragraph 6 of Schedule B is separate from Orientation provided in Section 6 of the agreement and shall be invoiced at the regular rate for Supplemental Staff (as set in Schedule C).
7. The Long Term Care Partner will immediately notify Plan A of any problems regarding Plan A Supplemental Staff. Any problems regarding Plan A Supplemental Staff must be brought forth by the Director of Care or Designate directly to Plan A with right of access to the Long Term Care Partner and witnesses for the purpose of your investigation.
8. If, in the sole discretion of the Long Term Care Partner, any person assigned by Plan A is incompetent, grossly negligent, or has engaged in willful misconduct, the Long Term Care Partner may require such person to leave its premises and shall inform Plan A of this action immediately. The Long Term Care Partner's obligation to compensate Plan A for said services shall be limited to the hours actually worked by such a person. The Long Term Care Partner shall have no further obligation with respect to such assignment.

9. The Long Term Care Partner may hire Supplemental Staff directly provided that: (i) any Personal Support Worker hired directly by the Long Term Care Partner has worked a minimum of 30 (thirty) shifts at the Long Term Care Partner; (ii) any Registered Practical Nurse hired directly by the Long Term Care Partner has worked a minimum of 10 (ten) shifts at the Long Term Care Partner; and (iii) any Registered Nurse hired directly by the Long Term Care Partner has worked a minimum of 10 (ten) shifts at the Long Term Care Partner. The Long Term Care Partner will notify Plan A immediately upon hiring Supplemental Staff directly and payment will be made to Plan A in accordance with the terms of Section 2 and 3 of this agreement.

**IN WITNESS WHEREOF** the parties have executed this agreement on this date

\_\_\_\_\_ in the city of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director,  
Plan A Simcoe

\_\_\_\_\_  
Warden: Stewart Halliday

\_\_\_\_\_  
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## Schedule "C"

### Payment

1. Personal Support Workers: The Long Term Care Partner will pay Plan A \$42.00 per hour + HST in respect of each supplemental personal support worker provided under this agreement. The rate for service may be amended by Plan A once annually upon providing thirty (30) days' written notice to the Long Term Care Partner.
2. Registered Practical Nurses: The Long Term Care Partner will pay Plan A \$62.00 per hour + HST in respect of each supplemental registered practical nurse provided under this agreement. The rate for service may be amended by Plan A once annually upon providing thirty (30) days' written notice to the Long Term Care Partner. The Long Term Care Partner will pay Plan A \$62.00 per hour + HST in respect of each supplemental registered practical nurse for Orientation provided under Section 6 of this agreement.
3. Registered Nurse: The Long Term Care Partner will pay Plan A \$92.00 per hour + HST in respect of each supplemental registered nurse provided under this agreement. The rate for service may be amended by Plan A once annually upon providing thirty (30) days' written notice to the Long Term Care Partner. The Long Term Care Partner will pay Plan A \$92.00 per hour + HST in respect of each supplemental registered nurse for Orientation provided under Section 6 of this agreement.
4. If the Long Term Care Partner should require Supplement Staff for a shift but provides less than twenty-four (24) hours' notice, Plan A shall be entitled to a one hundred dollar (\$100.00) last minute fee if the requested Supplemental Staff is provided in whole or part. Plan A does not guarantee that a cancellation request will be filled but will make its best efforts to fill such request.
5. If the Long Term Care Partner changes or cancels a staffing request less than four (4) hours before reporting time, the Long Term Care Partner shall be billed a premium of four (4) hours at the hourly rate for the personnel involved in accordance with the rates set out in this Schedule C. If the Long Term Care Partner changes or cancels a request less than forty-eight (48) hours before reporting time for either Christmas Day (December 25) or Boxing Day (December 26), the Long Term Care Partner shall be billed a premium of four (4) hours at the hourly rate for the personnel involved in accordance with the rates set out in this Schedule C. If the Long Term Care Partner requests a Supplemental Staff on less than twenty-four (24) hours' notice and cancels after being informed that the shift was filled, Plan A shall be entitled a one hundred dollar (\$100.00) last minute fee.
6. Plan A abides by legislation to pay all Supplemental Staff for Statutory Holidays and/or Civic Holidays as well as overtime pay. Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day and Thanksgiving, Christmas Day and Boxing Day) will be invoiced separately at the



rate of 1.5 times the regular rate of pay per hour.

For greater certainty, the Supplemental Staff is entitled to overtime pay at the respective rate above if (i) the Supplemental Staff is asked by the Long Term Care Partner to continue to work after the regularly scheduled shift, (ii) the Supplemental Staff has already worked a minimum of 7.5 hours that day, and (iii) the Supplemental Staff accepts the overtime hours.

7. Travel distance fees will be applied in respect of Long Term Care Partners' located at distances greater than 100km from the Plan A office providing service. . Such fees will be paid by the Long Term Care Partner and are calculated at a rate of \$0.55/km.
8. The Long Term Care Partner agrees to pay for the cost of accommodations where required. Plan A agrees to find the most suitable option, taking into consideration cost and location. At times, accommodations are required for Plan A staff to assist with a Long Term Care Partner's shift coverage. Plan A will invoice the Long Term Care Partner for the cost of the booking as well as an additional 15% charge. This charge will assist with the administration costs associated with:
  - Finding suitable hotel
  - Finding hotel with vacancy
  - Booking the hotel
  - Relaying all information back to staff
  - Editing the reservation when needed

When a hotel room is reserved by Plan A administrative staff based on a booked and covered shift, a \$25 charge will be applied to the Long Term Care Partner's invoice if the shift is cancelled more than 24 hours in advance of the scheduled shift and the room must consequently be cancelled. Where the Long Term Care Partner cancels a shift, less than 24 hours in advance of the scheduled shift, Plan A will invoice the Long Term Care Partner for the cost of the hotel.

9. When Supplemental Staff is provided by Plan A for a Long Term Care Partner out of town, the Supplemental Staff will be allotted a meal allowance which will subsequently be included in the Long Term Care Partner's following invoice. To qualify for a one day meal allowance, the Supplemental Staff must work a 7.5 hour shift and incur mileage and an overnight stay. Meal allotment is \$50.00 per day for each individual and this meal fee will be included in the Long Term Care Partner's next invoice.
10. **Accessing Additional Plan A Staff Pools:**  
From time to time your local Plan A may not be able to fulfill your demands. It is for that reason we have created a back-up plan to your back-up plan. This schedule lays out the costs of acquiring staff from beyond your local Plan A's current borders to all of our Plan A's across the province. You will be approached on a case by case basis and a call out to other pools will only occur

if your home has agreed to it for each specified shift and if your local Plan A is unable to fill the shift.

**11. Calculating rates for differing locations.**

When accessing staff from the Plan A **greater** pool the rate calculator will be used to determine your “per hour” rates based on any and all extenuating charges.

| Rates/hr       |         |          | Expenses |                 |                       |         | Total amount  |               | Including HST |               |
|----------------|---------|----------|----------|-----------------|-----------------------|---------|---------------|---------------|---------------|---------------|
|                | Regular | OT       | Hotel    | 15% Booking Fee | Meals @ \$50/day or 0 | Mileage | Total Regular | Total with OT | Total Regular | Total with OT |
| Expense Amount |         |          |          | 0               |                       |         |               |               |               |               |
| <b>PSW</b>     | \$42.00 | \$63.00  | \$0.00   | \$0.00          | \$0.00                | \$0.00  | \$42.00       | \$63.00       | \$47.46       | \$71.19       |
| <b>RPN</b>     | \$62.00 | \$93.00  | \$0.00   | \$0.00          | \$0.00                | \$0.00  | \$62.00       | \$93.00       | \$70.06       | \$105.09      |
| <b>RN</b>      | \$92.00 | \$138.00 | \$0.00   | \$0.00          | \$0.00                | \$0.00  | \$92.00       | \$138.00      | \$103.96      | \$155.94      |

An electronic version of this calculator will be provided to you and your homes as a quick guide to the services that will be provided and the additional expenses that may be incurred.

**IN WITNESS WHEREOF** the parties have executed this agreement on this date

\_\_\_\_\_ in the city of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director,  
Plan A Simcoe

\_\_\_\_\_  
Warden: Stewart Halliday

\_\_\_\_\_  
Clerk: Heather Morrison  
The Corporation of the County of Grey  
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## Schedule "D"

### 1. Pro Forma Invoicing

Plan A reserves the right to practice pro forma billing should a Long Term Care Partner incur 3 consecutive late payments.

When initially entering into a pro forma contract with Plan A, the average from the month prior will be used to determine the Long Term Care Partner's next invoice, for example:

November 2015 – Shift coverage for 12 LTC homes:

RN-40 shifts covered/12 LTC homes=3.3 shifts x 7.5 hours @ \$87 hourly = \$2,153.25

RPN-34 shifts covered/12 LTC homes=2.8 shifts x 7.5 hours @ \$64 hourly= \$1,344.00

PSW-105 shifts covered/12 LTC homes=8.5 shifts x 7.5 hours @ \$39 hourly=  
\$2,486.25

Pro forma invoice total - \$5,983.50 for a new client signing on in January of 2016. This will be invoiced to the Long Term Care Partner prior to providing services and then applied to the initial invoice.

Upon receiving payment, the Long Term Care Partner will be entitled to receive services on an as needed basis throughout the month of January. On a weekly basis, the Long Term Care Partner will receive an invoice indicating actual usage and will then be informed of credit remaining. Any amounts owing by the Long Term Care Partner to Plan A for Orientation will be added to the corresponding weekly invoice.

For the month of February, the Long Term Care Partner will receive a pro forma invoice based on their specific usage from the month before. Should there be a credit remaining, it will be applied to the current month's pro forma invoice (February). If services went beyond the amount of the prior month's pro forma invoice, an additional invoice for services rendered will be sent and payment will be expected no later than 7 days following receipt of invoice.

**IN WITNESS WHEREOF** the parties have executed this agreement on this date

\_\_\_\_\_ in the city of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director,  
Plan A Simcoe

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