

ON-CALL DEVELOPMENTAL SERVICES STAFFING POOL AGREEMENT

BETWEEN:

COMMUNITY LIVING TORONTO ("CLTO")

and

ASK4CARE, Behaviorprise, Family Treasures, Freedom Support, Frontline,

WHEREAS Jodal, Nexim, Resolve Support and Trillium ("StaffingFirm")

- A. The developmental services (DS) sector is currently experiencing the risk of significant staffing shortage due to the impact of the COVID-19 pandemic and DS agencies in the sector anticipate this risk being exacerbated over the course of the next four to eight weeks due to the Omicron variant;
- B. CLTO has established an ON-CALL DEVELOPMENTAL SERVICES STAFFING POOL PROGRAM (the "Program") to secure a pool of on-call temporary personnel to provide direct support services in residential support locations for people with intellectual disabilities for DS agencies participating in the Program on an as needed basis;
- C. The Staffing Firm has indicated that it is able and willing to commit to and provide a pool of on-call Staffing Firm employees for the benefit of the DS sector; and
- D. CLTO and the Staffing Firm wish to agree on the terms under which the Staffing Firm will supply the pool of on-call Staffing Firm employees.

NOW THEREFORE, CLTO and the Staffing Firm agree to the terms and conditions set forth in this agreement (the "Agreement").

1. DEFINITIONS. For the purposes of this Agreement, the following terms have the definitions indicated:

- 1.1. "Confidential Information" means information (in whatever form or howsoever obtained by the Staffing Firm or its Designated Personnel) pertaining to CLTO, its operations, financial or contractual arrangements or relationships, the people it supports or their families (including but not limited to personal health information), as well as information pertaining to the employees, contractors, volunteers, officers or directors of CLTO, or their families.
- 1.2. "Designated Personnel" means the employees of the Staffing Firm who are designated by the Staffing Firm to be held on-call exclusively for the benefit of and deployment to the Participating Agencies during the Term.
- 1.3. "Participating Agency" means a DS agency participating in the Program and "Participating Agencies" means the DS agencies participating in the Program.
- 1.4. "Retainer Fee" means the Fee payable by CLTO to the Staffing Firm in relation to holding Designated Personnel on-call.
- 1.5. "Service Fees" means the Fees payable by an individual Participating Agency to the Staffing Firm in relation to Designated Personnel actually deployed to such Participating Agency pursuant to

the Standard Terms of Engagement entered into between the Staffing Firm and any such Participating Agency.

- 1.6. "Term" means the time period set out in the Firm Terms attached at Exhibit B, or such other period as may be agreed in writing between the Parties from time to time.
- 1.7. "Standard Terms of Engagement" means the standard terms on which any Participating Agency agrees to accept deployment of Designated Personnel by the Staffing Firm taking the form attached at Exhibit A. Any such Standard Terms of Engagement are exclusively between the Participating Agency and the Staffing Firm and CLTO shall have no responsibility for any of the obligations or rights of any party to such Standard Terms of Engagement.
- 1.8. "Firm Terms" means the specific terms applicable to the Staffing Firm as summarized at Exhibit B. The Firm Terms augment the Standard Terms of Engagement applicable to the deployment of any Designated Personnel by the Staffing Firm to any Participating Agency when accepting deployment from the Staffing Firm through the Program. CLTO is not party to and shall have no responsibility for any of the obligations or rights of any party to such Standard Terms of Engagement or the Firm Terms.

2. NO PARTNERSHIP RELATIONSHIP

This Agreement is not intended to form, and shall not be interpreted as forming, an agency relationship, a joint venture or a legal partnership between the parties defined by the *Partnership Act*, (R.S.O. 1990, c. P. 5) and relevant jurisprudence of the courts of Ontario and Canada. The Parties agree that the Agreement shall not be interpreted as resulting in joint and several liability to or as against third parties.

3. ON-CALL POOL AND DEPLOYMENT PROCEDURE

- 3.1. On-call. The Staffing Firm will hold the Number of Designated Personnel indicated in the Firm Terms (Exhibit B) on-call for the benefit of and deployment to Participating Agencies.
 1. Each Designated Personnel shall be on-call twenty-four (24) hours per day seven (7) days per week.
 2. The Designated Personnel shall be required to remain available to be deployed at all times while on-call except and unless deployed to a Participating Agency pursuant to this Agreement.
 3. The Designated Personnel shall not engage in any other work or employment, whether as a self-employed person, on behalf of the Staffing Firm or on behalf of any other employer while on-call.
- 3.2. Request for Deployment (RFD). A Participating Agency in need of Designated Personnel will be entitled to make a request for deployment (RFD) to all participating Staffing Firms via e-mail at the e-mail address identified in Exhibit B using the RFD Form (Exhibit C) copying CLTO at StaffingPool@cltoronto.ca.
- 3.3. Offer of Deployment (OOD). The Staffing Firm will respond to all RFDs with an OOD as soon as possible, but not later than:
 1. RFDs sent between 6 a.m. and 8 p.m. - 30 minutes after each RFD is sent; and

2. RFDs sent between 8 p.m and 6 a.m. - 3 hours after each RFD is sent.

In the OOD the Staffing Firm will specify if it has any Designated Personnel available that meet the requirements of the RFD and the Placement Criteria set out in Exhibit A. The OOD will be made to the Participating Agency via the e-mail indicated in the RFD using the OOD Form (Exhibit D) copying CLTO at StaffingPool@cltoronto.ca. Note: The Staffing Firm will not make an OOD to any other Participating Agency or otherwise assign the Designated Personnel in a manner that would prevent the Staffing Firm from fulfilling the OOD for the period of 1 hour after sending the OOD.

3.4. Acceptance of OOD. The Participating Agency that has received an OOD will have 1 hour during which to accept an OOD and provide notice of acceptance to the Staffing Firm using the wording in Exhibit E copying CLTO at StaffingPool@cltoronto.ca. If the acceptance of the OOD is not provided to the Staffing Firm during that 1-hour period, the Staffing Firm will be entitled to deploy the Designated Personnel elsewhere.

3.5. Deployment of Designated Personnel. Once an OOD is accepted by a Participating Agency, the Staffing Firm will ensure deployment of Designated Staff in accordance with the OOD and in accordance with any directives pertaining to work deployment issued by Toronto Public Health and other Public Health authorities with whom Participating Agencies interface. Note: Staffing Firms will be updated on changing requirements by CLTO or other designated person.

3.6. Failed Deployment. In the event that the Staffing Firm deploys a Designated Personnel who does not meet the Placement Criteria and the requirements of the OOD (ex. refuses to work in an outbreak setting, tests positive on arrival, fails screening, is unvaccinated etc.) the Staffing Firm will immediately deploy an alternative Designated Personnel that meets the Placement Criteria and the OOD. In the event that a pattern of failed deployment emerges, this will be grounds for termination this Agreement without notice. No Retainer Fee or Service Fees shall be payable in respect of the failed deployment of a Designated Personnel.

4. CLTO RESPONSIBILITIES

4.1. CLTO will provide the Staffing Firm with a list of Participating Agencies that are entitled to request deployment of Designated Personnel under this Agreement.

4.2. CLTO will ensure payment of the Retainer Fee in accordance with Article 6.

4.3. CLTO will ensure that all Participating Agencies are aware of the Standard Terms of Engagement and Firm Terms (Exhibits A and B) and that acceptance of same will be a condition of deployment of Designated Personnel to them. Under no circumstances shall CLTO be responsible for any Participating Agency's obligations under any such Standard Terms of Engagement or to the Staffing Firm in respect of any Designated Personnel, the deployment of Designated Personnel, or any services provided by the Staffing Firm to any Participating Agency or at all.

4.4. CLTO is not and shall not be a party to any Standard Terms of Engagement, Firm Terms or other contract entered into between any Participating Agency and the Staffing Firm. Under no circumstances shall CLTO be responsible to any Participating Agency or the Staffing Firm for their respective rights or obligations under any such Standard Terms of Engagement or to any Participating Agency in respect of the actions or omissions of any of the Staffing Firm or its Designated Personnel, or to the Staffing Firm in respect of the actions or omissions of any of the Participating Agencies. Nor does CLTO represent or warrant the fitness or appropriateness of

the Standard Terms of Engagement and all parties enter into any such Standard Terms of Engagement and Firm Terms at their own risk. CLTO shall not be, and nothing herein constitutes CLTO as, a party to any such agreement between the Staffing Firm and any Participating Agency.

4.5. Nothing in this Agreement shall create any responsibility, obligation or liability to the Staffing Firm from or by CLTO except as identified in this Article 4.

5. STAFFING FIRM RESPONSIBILITIES

5.1. Services. The Staffing Firm will be responsible for:

1. Recruiting, screening, interviewing, training, designating and retaining, on an on-call basis, the Designated Personnel for deployment exclusively to the workplaces of Participating Agencies during the Term of this Agreement.
2. Ensuring that all Designated Personnel meet the minimum "Placement Criteria" as set out in the Standard Terms of Engagement (Exhibit A), including but not limited to being fully vaccinated against COVID-19, have reviewed Public Health Ontario training videos (Exhibit A article 2.2.8 part p), willing to perform direct support services for people with intellectual disabilities in residential settings which may be in a state of suspected or confirmed outbreak of COVID-19 and otherwise competent, capable, fit, skilled, experienced, trained and qualified as required to perform the work for which they are retained.
3. When deploying Designated Personnel to any Participating Agency, comply with the Standard Terms of Engagement (Exhibit A).
4. The Staffing Firm will keep records in relation to each Designated Personnel and Staffing Firm's compliance with its obligations as stated herein in relation to each Designated Personnel and make them available to CLTO upon request.
5. Receive and respond to RFDs, making OODs, and deploying Designated Personnel as prescribed in Article 2.
6. Reporting to CLTO on a weekly basis statistical information related to the RFDs received, OODs made and accepted, and the deployment of Designated Personnel to Participating Agencies. The Staffing Firm will provide identifying information as may be required by CLTO.
7. Invoicing CLTO for Retainer Fees as set out in Article 6.

5.2. Confidentiality. The Staffing Firm acknowledges that CLTO has a legitimate and continuing proprietary interest in the protection of its confidential business information, as well as a duty to protect the personal information of its staff and the people it supports. The Staffing Firm will not collect, use, disclose or retain any Confidential Information, except as may be reasonably necessary for the performance of its responsibilities under this Agreement. The Staffing Firm agrees to take any measures reasonably necessary to ensure that any Designated Personnel do not engage in the collection, use, disclosure or retention of any Confidential Information at any time, except as reasonably necessary for them to perform any services contemplated by this Agreement. In the event of an unauthorized collection, use, disclosure or retention of Confidential Information by the Staffing Firm or any Designated Personnel, the Staffing Firm will immediately notify CLTO and cooperate with CLTO in containing and

mitigating the breach. Upon the termination of this Agreement (or the end of the assignment of any given Designated Personnel), any Confidential Information shall be returned to CLTO by the Staffing Firm and/or the Designated Personnel, and any copies of digital records thereafter destroyed.

6. FEES, INVOICING AND PAYMENT

6.1. Retainer Fee. CLTO will pay to the Staffing Firm a daily Retainer Fee as follows:

1. Regular Retainer Fee. Eight (8) times the regular rate set out in Exhibit B for each Designated Personnel on-call but not deployed, which shall be invoiced two (2) weeks in arrears.
2. Public Holiday Fee. The Retainer Fee for public holidays shall be 1.5 times the Regular Retainer Fee for each Designated Personnel on-call but not deployed.
3. HST. All Retainer Fees are subject to HST, subject to proof of a valid HST registration number.
4. No Retainer Fee Payable. The Retainer Fee shall not be payable for a given date in the following circumstances:
 - a. In respect of the number of Designated Personnel actually deployed to a Participating Agency on the date in question.
 - b. In respect of the number of Designated Personnel not deployed on the date in question because they are subject to isolation due to exposure to or infection with COVID-19 (but see the commitment in relation to isolation required due to exposure at a Participating Agency in the Standard Terms of Engagement and the possibility that positive asymptomatic staff may be accepted for work (Exhibit A)), or not deployed or subject to a failed deployment (per Article 3.6 above) by reason of being unable to work for any reason including that they do not meet the Placement Criteria on the date in question.
 - c. In respect of the number of Designated Personnel subject to an RFD on the date in question and that were able to work but not deployed for any reason, except where:
 - i. Any Designated Personnel remaining on-call were not deployed because they completed a shift for a Participating Agency less than eight (8) hours before the start time of shift that is the subject of the RFD; or
 - ii. The Staffing Firm responded to the RFD with an OOD for the Designated Personnel that met the Placement Criteria within the time prescribed in Article 3, but the OOD was not accepted by the Participating Agency that issued the RFD and not subsequently deployed elsewhere on that day.

For the purposes of determining whether a Designated Personnel was deployed on a given date for the purposes of this Article 6.1.4, all work will be attributed to the calendar date on which each shift began.

5. Invoicing. The Staffing Firm will invoice CLTO two (2) weeks in arrears for Retainer Fees payable in accordance with the above. CLTO reserves the right to verify RFD and OOD issued and made prior to approval and payment of any invoice.
 6. Payment. CLTO shall pay invoices 30-days from the date on invoice, subject to approval.
- 6.2. Service Fees. As further described in the Standard Terms of Engagement and Firm Terms in Exhibits A and B:
1. Fees for work performed by Designated Personnel deployed to Participating Agencies will be invoiced directly to said Participating Agencies. CLTO will have no responsibility of any kind for the payment of such fees.
 2. The minimum shift length and associated Service Fees for any deployment shall be eight (8) hours as a condition of participation in the Program for any Participating Agency.

7. REPRESENTATIONS, WARRANTIES, INDEMNITIES

7.1. Staffing Firm's Representations and Warranties. Staffing Firm represents and warrants to CLTO as follows:

1. Staffing Firm will be in compliance with all Provincial and Federal laws and regulations as well as Toronto and other applicable public health directives applicable to the employment, assignment and deployment of the Designated Personnel, as they may be from time to time.
2. Staffing Firm has the ability to fulfil its commitments pursuant to this Agreement and the Standard Terms of Engagement at Exhibit A and that the Designated Personnel meet the Placement Criteria set out in Exhibit A.
3. Staffing Firm shall procure, maintain and show proof of reasonable professional and general liability coverage, abuse liability coverage, and WSIB coverage for all Designated Personnel, consistent with the Standard Terms of Engagement at Exhibit A.

7.2. Indemnity. Staffing Firm shall hold harmless and indemnify CLTO from and against any liability, damages, losses, costs (including legal costs on a solicitor and client basis), claims, applications, complaints, proceedings, or actions (whether or not well founded and whether for unpaid wages, breach of statutory or contractual obligations, damage to property or injury or death to humans) brought against CLTO, its officers, directors, supervisors, managers, contractors, students, volunteers or employees (collectively, "Indemnitees") arising out of or related to:

1. any breach or alleged breach by Staffing Firm (and any Designated Personnel) of any of its responsibilities, warranties or representations in this Agreement;
2. any and all services provided by the Staffing Firm (or Designated Personnel) pursuant to this Agreement;
3. Staffing Firm shall indemnify and hold the Indemnitees harmless against any such claim or action with respect to, provided that CLTO promptly notifies Staffing Firm of any claim or action in respect of which this indemnity may apply and of which CLTO has knowledge and CLTO co-operates with Staffing Firm in the defense of any such claim or action. No such claim or action shall be settled or compromised by Staffing Firm without CLTO's prior written consent.

8. TERM AND TERMINATION

- 8.1. Expiry. Unless terminated earlier in accordance with the terms of this agreement, the Agreement shall end on the last day of the Term.
- 8.2. Early Termination on Notice. This agreement may be terminated by either party at any time upon 30 days' written notice or such earlier date as the parties may agree.
- 8.3. Early Termination for Breach. CLTO may terminate the Agreement immediately at the end of the Cure Period (as hereinafter defined), if Staffing Firm (or any Designated Personnel) commits a breach of this Agreement, including but not limited to jeopardizing the health and wellbeing of people supported by any Participating Agency, and the Staffing Firm fails to correct the breach within the fifteen (15) calendar day period after being notified of the breach by the CLTO (the "Cure Period").
- 8.4. Payment on Termination. Upon termination of this Agreement for any reason, CLTO shall be responsible for paying only the Retainer Fees (or prorated portion thereof) up to and including the date of Termination in accordance with Article 6.
- 8.5. No Limitation of Remedies. Any termination of this Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either of them of any obligation incurred prior to the effective date of such termination.

9. GENERAL

- 9.1. Survival. Article 7 and any duties and obligations which by their very nature extend beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 9.2. Amendment and Waivers. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 9.3. Staffing Firm not Agent. This Agreement does not create the relationship of principal and agent or employer and employee between CLTO and Staffing Firm and under no circumstances is any party to be considered the agent of the other. Staffing Firm shall have no authority to assume or create any obligation whatsoever, express or implied, in the name of or on behalf of CLTO or the Participating Agencies.
- 9.4. Legislation. When an Act is referred to in this Agreement, it shall be interpreted to include all of the regulations to the Act.
- 9.5. Remedies Cumulative. The rights and remedies of Participating Agency under this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies provided in this Agreement, by law or in equity. Any single or partial exercise by Participating Agency of any right under this Agreement, or any failure to exercise or delay in exercising any such right will not be or be deemed to be a waiver of, or to prejudice any other right, or remedies to which Participating Agency may be entitled.
- 9.6. Notices. Any notice, demand, request, consent, approval or acceptance required or contemplated to be given or made under this Agreement, shall be made by e-mail to:

- 9.3. Staffing Firm not Agent. This Agreement does not create the relationship of principal and agent or employer and employee between CLTO and Staffing Firm and under no circumstances is any party to be considered the agent of the other. Staffing Firm shall have no authority to assume or create any obligation whatsoever, express or implied, in the name of or on behalf of CLTO or the Participating Agencies.
- 9.4. Legislation. When an Act is referred to in this Agreement, it shall be interpreted to include all of the regulations to the Act.
- 9.5. Remedies Cumulative. The rights and remedies of Participating Agency under this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies provided in this Agreement, by law or in equity. Any single or partial exercise by Participating Agency of any right under this Agreement, or any failure to exercise or delay in exercising any such right will not be or be deemed to be a waiver of, or to prejudice any other right, or remedies to which Participating Agency may be entitled.
- 9.6. Notices. Any notice, demand, request, consent, approval or acceptance required or contemplated to be given or made under this Agreement, shall be made by e-mail to:
- o in the case of Staffing Firm to the “Contact for Notices” in Exhibit B.
 - o in the case of CLTO, email to Malcolm Bernstein at Malcolm.Bernstein@cltoronto.ca.
- or to such other address or number of which either party may from time to time notify the other in writing.

The parties hereby execute this Agreement:

Community Living Toronto

[Staffing Firm Name]

Brad Saunders, CEO Community Living Toronto

[name and position]

(Authorized Signature)

[name and position]

(Authorized Signature)

January 7, 2022
(Date)

01/07/21
(Date)

EXHIBIT A

Exhibit A does not need to be signed or executed in advance, but rather is incorporated by reference and forms part of the contractual agreement between the Staffing Firm and a Participating Agency when the Participating Agency sends a Notice of Acceptance (Exhibit E) in response to an Offer of Deployment (Exhibit D) to the Staffing Firm.

STANDARD TERMS OF ENGAGEMENT

Between

_____ (“Participating Agency”)

and

Ask4Care Support Services Inc. (“Staffing Firm”)

(together the “Parties”)

WHEREAS

- A. The Participating Agency is a part of the ON-CALL DEVELOPMENTAL SERVICES STAFFING POOL PROGRAM (the “Program”).
- B. The Staffing Firm has offered to deploy to the Participating Agency Designated Personnel for its immediate temporary staffing needs.
- C. The Participating Agency and the Staffing Firm wish to agree on the terms under which the Staffing Firm will deploy the Designated Personnel to the Participating Agency.

NOW THEREFORE, Participating Agency and the Staffing Firm agree to these Standard Terms of Engagement (the “Agreement”).

1. DEFINITIONS

1.1. For the purposes of this Agreement, the following terms have the definitions indicated:

1.1.1. “Designated Personnel” means employees of the Staffing Firm who will be deployed to the Participating Agency pursuant to this Agreement.

1.1.2. “Confidential Information” means information (in whatever form or howsoever obtained by the Staffing Firm or its Designated Personnel) pertaining to the Participating Agency, its operations, financial or contractual arrangements or relationships, the people it supports or their families (including but not limited to personal health information), as well as information pertaining to the Participating Agency’s employees, contractors, volunteers, officers or directors, or their families.

1.1.3. “Placement Services” means the work assignments to be performed by Designated Personnel for the Participating Agency, which will involve direct support services to people supported by the Participating Agency in residential support settings and may involve

supporting people with intellectual disabilities and/or behavioural challenges, as well as working in settings where there is a suspected or confirmed outbreak of COVID-19.

- 1.1.4. "Term" means the period identified in the Firm Terms linked in the Offer of Deployment, or such other period as may be agreed in writing between the Parties from time to time.
- 1.1.5. "Firm Terms" means the specific terms applicable to the Staffing Firm linked in the Offer of Deployment. The Firm Terms augment this Agreement and are hereby incorporated by reference.
- 1.1.6. "Offer of Deployment" means the offer made by the Staffing Firm to deploy Designated Personnel to the Participating Agency in response to a request for deployment from such agency.
- 1.1.7. "Notice of Acceptance" means the notice sent from the Participating Agency accepting the Offer of Deployment of specified Designated Personnel from the Staffing Firm.

2. STAFFING FIRM RESPONSIBILITIES

- 2.1. Assignment of Designated Personnel. The Staffing Firm will assign Designated Personnel to perform the Placement Services for the Participating Agency in accordance with the Notice of Acceptance from the Participating Agency of the Offer of Deployment made by the Staffing Firm.
- 2.2. Placement Criteria. The Staffing Firm will deploy to the Participating Agency Designated Personnel who meet the following criteria (the "Placement Criteria"):
 - 2.2.1. Willingness and Ability to Work. The Staffing Firm must ensure that any Designated Personnel are willing and able to perform the Placement Services, including in the context of an active or suspected outbreak of COVID-19, and/or with people supported by the Participating Agency who may not be able to follow social distancing, respiratory hygiene, masking or personal protective equipment guidelines, or who may have complex behavioural needs.
 - 2.2.2. COVID-19 Screening, Negative Rapid Antigen Test and Compliance with Public Health. The Staffing Firm will ensure that any Designated Personnel that are the subject of an OOD has:
 - a) passed the provincial employee screening as it may be from time to time (linked here - <https://covid-19.ontario.ca/screening/worker/>);
 - b) received a negative rapid antigen test within the twenty-four (24) hour period immediately preceding the submission of the OOD and/or the start of their first shift with the Participating Agency;
 - c) is/are not subject to a direction by Public Health restricting them from working for the Participating Agency; and
 - d) is aware of and will adhere to any Toronto Public Health work-self isolation guidelines as may apply: <https://www.publichealthontario.ca/-/media/documents/ncov/ipac/ipac-covid-19-work-self-isolation.pdf?la=en>.

Notwithstanding the foregoing, in order to address the temporary shortage of rapid antigen test kits, until January 21, 2022:

- i. The Participating Agency will pay the cost of a Rapid Antigen Test (up to \$40) where the Request for Deployment is made 12 hours or more before the start time of the shift; or
- ii. Where a request for deployment is received with less than twelve (12) hours in advance of the start time of the shift, the Participating Agency will provide rapid antigen testing for the Designated Personnel in question outside the worksite fifteen minutes prior to the shift.

Negative Rapid Antigen Testing requirements will be waived where the Participating Agency has agreed to accept deployment of a Designated Personnel who is asymptomatic but has tested positive for COVID-19 as disclosed in the OOD.

2.2.3. Fitness to Work and Vaccination Status. The Staffing Firm will ensure that any Designated Personnel assigned to Participating Agency are fully vaccinated against COVID-19, including receiving any boosters/third doses within two (2) weeks of becoming eligible (three months or 84 days after a second dose) for same with due regard to availability. The Staffing Firm will also ensure that any Designated Personnel assigned to Participating Agency are medically fit to perform the work in question and have all standard immunizations.

2.2.4. Proof of Eligibility to Work in Canada. The Staffing Firm will verify that any Designated Personnel assigned to the Participating Agency are legally authorized to work in Canada and for the Participating Agency. The Staffing Firm will provide proof of same upon request.

2.2.5. Screened, Interviewed & Reference Checks Conducted. The Staffing Firm will ensure that any Designated Personnel supplied to the Participating Agency is duly screened and interviewed by the Staffing Firm. The Staffing Firm will ensure that a minimum of two (2) professional reference checks are conducted for all the Designated Personnel, and that the references received are positive.

2.2.6. Background Check. The Staffing Firm will ensure that all Designated Personnel provide a satisfactory up to date criminal record check (Vulnerable Sector Screening (VSS) at least once every twelve months and the Staffing Firm will send to the Participating Agency designate a digital copy of same.

2.2.7. Educational Requirements. The Staffing Firm will ensure that the credentials and proof of completion of relevant post-secondary education for the Designated Personnel are valid and updated as may be required by the Participating Agency. More specifically, the Staffing Firm will ensure that the Designated Personnel supplied to the Participating Agency meet the following minimum educational requirements:

- a. A minimum of a Social Service Worker certificate/diploma, DSW (Developmental Service Worker) preferred; or
- b. Proof of 1 year nursing program completion; or
- c. Ventilation & Tracheotomy training

2.2.8. Mandatory Training/Licensing. All the Designated Personnel supplied to the Participating Agency who will be involved with direct care of persons will be expected to successfully complete and maintain current and up-to-date certifications in the following mandatory training:

- a. Standard First Aid & CPR (Level C or HCP)
- b. Worker Health and Safety Awareness
- c. Crisis Prevention and Intervention (CPI) / Safe Management
- d. Training on the Quality Assurance Measures (QAM) (once).
- e. Abuse Prevention training (within the last 12 months).
- f. Safe Management (within the last 12 months).
- g. CPR & First Aid (within the last 36 months).
- h. Pharmacology training (once).
- i. Medication Orientation ((within the last 12 months).).
- j. Accessibility for Ontarians with Disabilities Act (AODA) Training (once)
- k. Workplace Violence and Harassment (once).
- l. WHMIS for all substances identified by Participating Agency (once).
- m. Fire Safety (once).
- n. Any other Participating Agency policies provided by Participating Agency to the Staffing Firm (once).
- o. Public Health Ontario training videos:
 - Prevention and Control in Congregate Care Settings: <http://pho.adobeconnect.com/pyocz58bf827/> (from 4:00 to end - 50 minutes approx.)
 - Putting on full PPE: <https://www.publichealthontario.ca/en/videos/ipac-fullppe-on> (2 min approx.)
 - Taking off full PPE: <https://www.publichealthontario.ca/en/videos/ipac-fullppe-off> (2 min approx.)
 - Hand hygiene: <https://www.publichealthontario.ca/en/health-topics/infection-prevention-control/hand-hygiene/jcyh-videos> (2 min. approx.)

Participating Agency may require that any of the training identified above be repeated or updated where Participating Agency deems appropriate in its discretion. Staffing Firm shall bear the entire cost of ensuring that all such training and required retraining has been completed by all Designated Personnel.

2.2.9. Orientation, Policies & Procedures. The Participating Agency will provide orientation to all Designated Personnel deployed to it by the Staffing Firm, including in relation to relevant policies, procedures and systems to be used and protocols in effect.

2.3. Confidentiality. The Staffing Firm acknowledges that the Participating Agency has a legitimate and continuing proprietary interest in the protection of its confidential business information, as well as a duty to protect the personal information of its staff and the people it supports. The Staffing Firm will not collect, use, disclose or retain any Confidential Information, except as may be reasonably necessary for the performance of its responsibilities under this Agreement. The Staffing Firm agrees to take any measures reasonably necessary to ensure that any

Designated Personnel do not engage in the collection, use, disclosure or retention of any Confidential Information at any time, except as reasonably necessary for them to perform their assignment to the Participating Agency. In the event of an unauthorized collection, use, disclosure or retention of Confidential Information by the Staffing Firm or any Designated Personnel, the Staffing Firm will immediately notify the Participating Agency and cooperate with the Participating Agency in containing and mitigating the breach. Upon the termination of this Agreement (or the end of the assignment of any given Designated Personnel), any Confidential Information shall be returned to the Participating Agency by the Staffing Firm and/or the Designated Personnel, and any copies of digital records thereafter destroyed.

- 2.4. Records of Compliance. The Staffing Firm will keep records in relation to each Designated Personnel and Staffing Firm's compliance with its obligations as stated herein in relation to each Designated Personnel and make them available to Participating Agency upon request. This includes but is not limited to recording the number of hours worked by each Designated Personnel on a daily basis. Such records shall be retained for a minimum period of three years and shall be made available to the Participating Agency, or to the Ministry of Labour for inspection, upon request.
- 2.5. Payments, Costs and Expenses. The Staffing Firm shall be solely responsible for the payment of any and all wages and benefits to the Designated Personnel assigned to the Participating Agency. Staffing Firm shall bear all and shall pay in a timely and appropriate manner all expenses in connection with the Designated Personnel being assigned to and delivery of services to the Participating Agency, including without limiting the generality of the foregoing, income and other taxes, Employer Health Tax, Workplace Safety and Insurance Board premiums, Canada Pension Plan contributions and remittances, Employment Insurance contributions and remittances, and paying all Designated Personnel any amounts owing to them as a matter of common law, contract or statute and in any event in a manner that is consistent with the requirements of the *Employment Standards Act, 2000*, as may be amended from time to time (including regular wages, overtime, public holiday pay, vacation pay, notice pay for termination of an assignment, termination pay, personal emergency leave, and severance pay) obligations towards Designated Personnel.
- 2.6. Performance Management. The Staffing Firm will ensure that the Placement Services are performed by all Designated Personnel in professional and appropriate manner. If, while performing work for the Participating Agency, a Designated Personnel has performance issues or engages in any misconduct, the Participating Agency agrees to inform the Staffing Firm and the Staffing Firm agrees to take appropriate administrative and/or disciplinary measures.
- 2.7. WSIB Coverage. The Staffing Firm will maintain WSIB registration, pay all required premiums and meet all regulatory requirements for all Designated Personnel and will, upon request, provide a WSIB clearance certificate as verification that its account is in good standing.
- 2.8. Termination of Assignment. Staffing Firm shall terminate the assignment of any Designated Personnel supplied by it to Participating Agency (under the sole discretion of Participating Agency), immediately upon verbal or written notice where:
 - 2.8.1. a Designated Personnel has exhibited reckless, careless or abusive conduct in carrying out Placement Services at Participating Agency;
 - 2.8.2. a Designated Personnel has breached any of Participating Agency's policies or procedures; and/or

- 2.8.3. any other reason which, in Participating Agency's sole discretion, justifies the termination of the Designated Personnel's placement at Participating Agency.
 - 2.8.4. Participating Agency agrees to provide Staffing Firm with a written confirmation of the incident outlining the causes that justified the request for removal. Upon removal of assignment personnel, Staffing Firm will provide Participating Agency with written confirmation of the same, re: Do Not Redeploy (or other such designation).
- 2.9. Insurance. Staffing Firm shall agree to furnish Participating Agency with a certificate of liability insurance covering public liability, bodily injury and property damage, product and completed operations liability and contractual liability in amounts satisfactory to and with a company approved by Participating Agency. Such policy shall contain a cross-liability clause; an endorsement adding Participating Agency as an additional insured; and an endorsement stating that the policies shall not be cancelled, allowed to expire or materially changed without 30-days prior written notice to Participating Agency in accordance with the following table. Staffing Firm will maintain, at its expense:
- 2.9.1. Commercial General Liability. \$5,000,000.00 Commercial General Liability Insurance per incident, covering public liability, bodily injury and property damage, product and completed operations liability. Such policy shall contain a cross-liability clause; an endorsement adding Participating Agency as an additional insured; and an endorsement stating that the policies shall not be cancelled, allowed to expire or materially changed without 30-days prior written notice to Participating Agency.
 - 2.9.2. Abuse Liability Coverage. \$1,000,000.00 Abuse Liability Coverage with respect to all intentional and unintentional acts of physical, psychological and sexual abuse including claims as a result of mental anguish, discrimination, unauthorized use of a restraint device, harassment, corporal punishment and neglect. Coverage should include defence costs. Coverage can be issued on an Occurrence or Claims Made basis. If Abuse coverage is issued on a Claims Made basis the Staffing Firm agrees to ensure continuous coverage during the period of its agreement with Participating Agency and should the agreement with Participating Agency cease at any point in the future that extended reporting period coverage be purchased for a minimum of three (3) years after the date of the final employment placement.
 - 2.9.3. Medical Malpractice Liability Insurance. \$2,000,000.00 Medical Malpractice Liability Insurance coverage.
 - 2.9.4. Vehicle Usage and Insurance Coverage. Staffing Firm assigned staff who are authorized by Participating Agency as drivers of a Participating Agency-owned vehicle will be covered under Participating Agency's vehicle insurance. Staffing Firm assigned staff who elect to use their own personal vehicles for Participating Agency business inclusive of transportation to/from a Participating Agency place of work will NOT be covered under Participating Agency insurance, rather, they must be covered by their own driver's personal insurance policy. The driver must show proof that they carry a minimum of \$1,000,000 insurance on their personal vehicle.
- 2.10. Representations and Warranties. Staffing Firm's Representations and Warranties. Staffing Firm represents and warrants to Participating Agency and acknowledges that Participating Agency is relying thereon as follows:
- 2.10.1. Staffing Firm will be in compliance with all Provincial and Federal laws, meet all

requirements and professional licensing requirements applicable to the employment of the Designated Personnel, if and when they come into effect;

- 2.10.2. Staffing Firm, and any Designated Personnel, have the expertise to perform capably and efficiently and to meet the standard of care provided to persons supported by the Participating Agency in the performance of the Placement Services and will perform all of services, including the Placement Services, contemplated by this Agreement in a professional, diligent and efficient manner.

Where Participating Agency notifies Staffing Firm that it is in breach of any of its representations or warranties above, Staffing Firm shall use its best efforts, at no expense to Participating Agency, to remedy such breach as quickly as possible but not longer than 30 days following such notification, including providing additional or alternate Services, satisfactory to Participating Agency, to ensure that Participating Agency's operations are not disrupted by such breach. Where Staffing Firm is unable to correct the breach within the said 30-day period, Participating Agency without restricting its recourse, including the right to claim damages and legal fees, shall be entitled to terminate the Agreement without further notice.

- 2.11. Indemnity. Staffing Firm shall hold harmless and indemnify the Participating Agency from and against any liability, damages, losses, costs (including legal costs on a solicitor and client basis), claims, applications, complaints, proceedings, or actions (whether or not well founded and whether for unpaid wages, breach of statutory or contractual obligations, damage to property or injury or death to humans) brought against Participating Agency, its officers, directors, supervisors, managers, contractors, students, volunteers or employees (collectively, "Indemnitees") arising out of or related to:

- 2.11.1. any breach or alleged breach by Staffing Firm (and any Designated Personnel) of any of its responsibilities, warranties or representations in this Agreement;
- 2.11.2. any and all services provided by the Staffing Firm (or Designated Personnel) pursuant to this Agreement;
- 2.11.3. Staffing Firm shall indemnify and hold the Indemnitees harmless against any such claim or action with respect to, provided that Participating Agency promptly notifies Staffing Firm of any claim or action in respect of which this indemnity may apply and of which Participating Agency has knowledge and Participating Agency co-operates with Staffing Firm in the defense of any such claim or action. No such claim or action shall be settled or compromised by Staffing Firm without Participating Agency's prior written consent.

3. PARTICIPATING AGENCY RESPONSIBILITIES

- 3.1. Participating Agency will perform the following responsibilities:

- 3.1.1. Orientation - Participating Agency shall provide all newly supplied Designated Personnel with an orientation session where key expectations, requirements and procedures will be communicated to the Designated Personnel.
- 3.1.2. Direction - Participating Agency shall be responsible for providing direction to the Staffing Firm Designated Personnel during their assignment to any of the Participating Agency's location(s).
- 3.1.3. Rapid Antigen Testing - The Staffing Firm will ensure that any Designated Personnel

receive one negative Rapid Antigen Test prior to being deployed to the Participating Agency (unless the RFD was made within 12 hours of shift, see article 2.2.2 ii). For any subsequent rapid testing requirements for the Designated Personnel to continue working for the Participating Agency after the initial deployment date, the Participating Agency will be responsible for same.

- 3.1.4. Workplace Accidents - In the event of a workplace accident involving a Designated Personnel, the Participating Agency agrees to notify the Staffing Firm as soon as possible and the Participating Agency agrees to cooperate with the Staffing Firm in respect to any investigation of any workplace accident involving the Designated Personnel. The Staffing Firm similarly agrees to notify the Participating Agency as soon as possible and cooperate with the Participating Agency in respect to any investigation it may conduct of any workplace accident involving the Designated Personnel.
- 3.1.5. Direct Hire. If Participating Agency wishes to directly hire a Designated Personnel in the six (6) months following the first day on which the Designated Personnel was first assigned to the Participating Agency, the Participating Agency will pay a service fee (finder's fee) calculated based on: the Regular Rate set out in Exhibit B multiplied by 160.
- 3.1.6. Record Keeping. Participating Agency shall record the following information:
 - a. The name of each Designated Personnel assigned to perform work for Participating Agency for the purposes of this Agreement; and
 - b. The number of hours worked by each Designated Personnel assigned to perform work for Participating Agency in each day and each week during the term of this Agreement.
- 3.1.7. Payment of Service Fees. Participating Agency will pay the Service Fees as identified in Article 4 below.
- 3.1.8. Commitment in the Event of Exposure. If a Designated Personnel is exposed to COVID-19 in the Participating Agency's workplace and is therefore subject to a direction to isolate at home or at work, the Participating Agency will provide: a) a minimum of forty (40) hours of work-self isolation in the workplace where the exposure occurred during the isolation period; or b) forty (40) hours' Service Fees in lieu thereof if the Designated Personnel is not permitted to work during the 7-day period.

4. PRICES AND PAYMENT

- 4.1. Fee for Services Rendered. The Services Fees for work performed by Designated Personnel assigned to the Participating Agency will be as follows:
 - 4.1.1. Regular Rate: The Regular Rate set out in the Firm Terms for a minimum of eight (8) hours per shift worked by a Designated Personnel.
 - 4.1.2. Public Holiday Rate. Services provided by Designated Personnel on public holidays (as defined by the Employment Standards Act, 2000) at the rate of 1.5 times the Regular Rate.
 - 4.1.3. Overtime Rate. Services provided by a Designated Personnel in excess of forty-four (44) hours in one week shall be paid at 1.5 the regular rate.
 - 4.1.4. HST. All Service Fees are subject to HST, subject to proof of a valid HST registration number.

- 4.1.5. Temporary Pandemic Pay. In the event that the Participating Agency receives temporary pandemic pay wage enhancement in respect of the hours worked by the Designated Personnel from the government, the Participating Agency will remit such wage enhancement to the Staffing Firm for distribution to the Designated Personnel within thirty (30) days of receipt.
- 4.1.6. No Service Fees. No Service Fees shall be payable in respect of a Designated Personnel who is deployed to the Participating Agency but does not meet the Placement Criteria and/or the terms of the OOD and therefore is not permitted to work (i.e. a Failed Deployment).
- 4.2. Invoices. Invoices will be prepared by the Staffing Firm with the following details:
 - 4.2.1. Hours worked (with record of days and actual time at which work performed);
 - 4.2.2. Rate applicable (including the basis on which any overtime or public holiday rates have been applied).
 - 4.2.3. HST and HST registration number.
 - 4.2.4. Invoices will be submitted in arrears for work performed by email to the Participating Agency address for notices set out in the Request for Deployment.
- 4.3. Payment of Invoices. The Participating Agency shall pay invoices within thirty (30) business days from the date on invoice, subject to acceptance.

5. TERM AND TERMINATION

- 5.1 Expiry. Unless terminated earlier in accordance with the terms of this agreement, the Agreement shall end on the last day of the Term.
- 5.2 Early Termination on Notice. This agreement may be terminated by either party at any time upon 30 days' written notice or such earlier date as the parties may agree.
- 5.3 Early Termination for Breach. Participating Agency may terminate the Agreement immediately at the end of the Cure Period (as hereinafter defined), if Staffing Firm (or any Designated Personnel) commits a breach of this agreement, including but not limited to jeopardizing the health and wellbeing of people supported by Participating Agency, and the Staffing Firm fails to correct the breach within the fifteen (15) calendar day period after being notified of the breach by the Participating Agency (the "Cure Period").
- 5.4 Payment on Termination. Upon termination of this Agreement for any reason, Participating Agency shall be responsible for paying only the Fees (or prorated portion thereof) associated with services provided by the Staffing Firm up to and including the last date on which the Staffing Firm provided services to Participating Agency.
- 5.5 No Limitation of Remedies. Any termination of this Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either of them of any obligation incurred prior to the effective date of such termination.

6. GENERAL

- 6.1. Survival. The provisions of Articles 2.3, 2.4, 2.5, 2.9, 2.10 and 2.11 and any duties and obligations which by their very nature extend beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 6.2. Remedies Cumulative. The rights and remedies of Participating Agency under this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies provided in this Agreement, by law or in equity. Any single or partial exercise by Participating Agency of any right under this Agreement, or any failure to exercise or delay in exercising any such right will not be or be deemed to be a waiver of, or to prejudice any other right, or remedies to which Participating Agency may be entitled.
- 6.3. Notices. Any notice, demand, request, consent, approval or acceptance required or contemplated to be given or made under this Agreement, shall be made by:
- o in the case of Staffing Firm to the contact information provided in Firm Terms.
 - o in the case of Participating Agency, email to the contact of information identified in the Request for Deployment.
- or to such other address or number of which either party may from time to time notify the other in writing.
- 6.4. Amendment and Waivers. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 6.5. Staffing Firm not Agent. This Agreement does not create the relationship of principal and agent or employer and employee between Participating Agency and Staffing Firm and under no circumstances is either party to be considered the agent of the other. Staffing Firm shall have no authority to assume or create any obligation whatsoever, express or implied, in the name of or on behalf of Participating Agency.
- 6.6. Legislation. When an Act is referred to in this Agreement, it shall be interpreted to include all of the regulations to the Act.

Agreed to by the Staffing Firm and the Participating Agency effective upon delivery by email of the Notice

EXHIBIT B
Firm Terms

1. Staffing Firm: *Front Line Work Force Inc*
2. Number of Designated Personnel:
 - a. Direct Support Worker – *Seven (7)*
 - b. *Registered Practical Nurse (RPN) – Zero (0)*
 - c. *Registered Nurse (RN) -Zero (0)*
3. Regular Hourly Rate:
 - a. For Direct Support Worker: \$35.00/hour
 - b. For RPN, if applicable: \$100.00/hour
 - c. For RN, if applicable: \$114.00/hour
4. Term: For the four (4) weeks (28 consecutive calendar day) period commencing January 7, 2022 at 5 p.m.
 - a. Firm Contact Name:
 - b. Email Information For Notices re the Contract: [REDACTED]
 - c. Email for Requests for Deployment (regular business hours): [REDACTED]
 - d. Email and Direct Phone Number for Requests for Deployment (outside regular business hours): [REDACTED]
 - e. Email for Payment and Invoicing: [REDACTED]
5. HST Number: [REDACTED]
6. Modifications to Standard Terms of Engagement: The following modifications to the Standard Terms of Engagement shall apply:
 - a. [Identify by Article Number and provide proposed alternative language] [REDACTED]

EXHIBIT C - REQUEST FOR DEPLOYMENT FORM

In order to request deployment of Designated Personnel, Participating Agencies will complete this Form with their requirements and e-mail it to all participating staffing firms copying StaffingPool@cltoronto.ca.

Request for Deployment Form	
The Participating Agency requires deployment of Designated Personnel under the DS Staffing Pool Program. The details of the deployment requirements are as follows.	
Participating Agency Name	
Contact For Response and Notices	
Contact for Billing	
Date of Request	
Deployment Requirements	
Shifts Required by Location	<i>[include complete schedule of shifts]</i>
Number of Personnel Required	<i>[number]</i>
Shift Address	<i>[location]</i>
Currently in Outbreak	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will accept Personnel that are Covid-19 Positive but Asymptomatic	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will accept Personnel that have worked in an Outbreak Location for another agency within the preceding 7-day period but tested negative	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rapid Testing	<input type="checkbox"/> Negative result required prior to deployment within 24 hours of first shift <input type="checkbox"/> Rapid testing available outside work location upon arrival to first shift (required if RFD is within 12 hours of shift start time)
Standard Terms of Engagement	<p>Any Offer of Deployment made in response to this RFD must incorporate the Standard Terms of Engagement linked below and link to any Firm Terms applicable to the Staffing Firm.</p> <p><i>Link:</i> Standard Terms of Engagement</p>

EXHIBIT D - OFFER OF DEPLOYMENT FORM

Staffing Firms must respond to Requests for Deployment (RFD) using this form as follows:

1. For RFDs sent between 6 a.m. and 8 p.m. - 30 minutes after each RFD is sent; and
2. For RFDs sent between 8 p.m. and 6 a.m. - 3 hours after each RFD is sent.

The Completed Form must be sent by e-mail to the e-mail address indicated in the RFD, copying StaffingPool@cltoronto.ca.

Offer of Deployment Form				
The Staffing Firm makes this Offer of Deployment (OOD) in response to the Request for Deployment (RFD) made by the Participating Agency on the Request Date indicated below.				
This OOD remains valid for the period of 1 hour from the time it is sent and thereafter the Staffing Firm does not guarantee the availability of personnel to meet the requirements of the OOD.				
Staffing Firm Name				
Contact For Acceptance and Notices				
RFD Details	Participating Agency: <i>[name]</i> Request Date: <i>[date on RFD]</i>			
Contact for Billing				
Resources Available				
Personnel Availability	Availability <i>[List first date/time of availability]</i>	Staff Exposure Status <i>[X = Yes]</i>		
		Negative Rapid Antigen Test and No Exposure within past 7 days	Worked in an outbreak location or considered a close contact of positive case within last 7 days but rapid antigen tested negative for Covid-19 within last 24 hours	Covid-19 Positive Rapid Antigen Test but Asymptomatic
Staff 1 <i>[Add names]</i>				
Staff 2 <i>[Add names]</i>				
Staff 3 <i>[Add names]</i>				
Staff 4 <i>[Add names]</i>				
Staff 5 <i>[Add names]</i>				
Terms of Offer	This Offer of Deployment is subject to the Standard Terms of Engagement and Firm Terms linked below. If this Offer of Deployment is accepted by the Participating Agency then these terms shall be binding upon both parties. Standard Terms of Engagement Firm Terms <i>[link will be updated based on completed Exhibit B]</i>			

EXHIBIT E - NOTICE OF ACCEPTANCE

If a Participating Agency chooses to accept an Offer of Deployment (OOD) from a Staffing Firm they shall respond by e-mail to the e-mail address identified in the OOD using the following wording with the highlighted terms to be completed by the Participating Agency and copy StaffingPool@cltoronto.ca.

NOTICE OF ACCEPTANCE

In response to the Offer of Deployment from *[Ask4Care Support Services Inc.]* provided on [7th Jan,2022], [name of agency] (the "Participating Agency") accepts the deployment of the following personnel from [staffing firm name] (the "Staffing Firm") for the following shifts:

- *[list shifts and Designated Staff accepted]*

I confirm acceptance of the Standard Terms of Engagement and Firm Terms linked in the Offer of Deployment, which form a contractual agreement between the Participating Agency and the Staffing Firm.