

Staffing Agency Agreement

Between:

The Regional Municipality of Durham

(the “Client”)

-and-

(the “Agency”)

Whereas the Client desires to engage the Agency to provide services to the Client on the terms set out in this Agreement and the Agency has agreed to provide such services;

The parties agree as follows:

1. Services

- 1.1. The Agency will provide the Client with personnel (“Agency Staff”) to perform services on behalf of the Client, as set out in **Schedule “A”**, and in accordance with **Schedule “B”**.
- 1.2. The Agency will provide the staffing services (“Services”) generally described as follows:
 - (i) Recruiting, interviewing and/or screening candidates, including checking references;
 - (ii) Providing verification, in a form acceptable to the Client, of acceptable criminal reference checks (including vulnerable sector check) for Agency Staff, when required;
 - (iii) Assigning Agency Staff who have accepted employment with the Agency who, in the Agency’s judgement, are qualified to perform the type of work required by Job Classification requested by the Client;
 - (iv) Providing direct performance feedback to Agency Staff when necessary; and
 - (v) Removing any Agency Staff and replacing with alternate qualified Agency Staff in accordance with the Job Classification, at the request of the Client.

- 1.3. In addition, for all Agency Staff, the Agency will:
- (i) Maintain all necessary personnel and payroll records;
 - (ii) Compute their wages and withhold required federal, provincial and local statutory deductions;
 - (iii) Ensure Agency Staff are working in compliance with the *Employment Standards Act*, 2000 and release and indemnifies the Client from any claims from Agency Staff in relation thereto. Where compliance requires additional monies (i.e. overtime and/or statutory holiday pay), the Agency will be responsible for such costs and invoice the Client accordingly;
 - (iv) Ensure Agency Staff are provided with appropriate health and safety training;
 - (v) Maintain adequate safety policies and training records, and provide the Client with copies of these within twenty-four (24) hours of any request by the Client;
 - (vi) Remit required employee withholdings to the proper governmental authorities along with required employer contributions for Canada Pension Plan, Employment Insurance premiums and other taxes/levies required by statute, where applicable;
 - (vii) Pay net wages and fringe benefits, if any;
 - (viii) Handle unemployment and workers' compensation claims with respect to compensation that the Agency has agreed to pay; and
 - (ix) Ensure the Agency Staff timesheet is provided to the Client for approval and includes the Client's Purchase Order Number.
- 1.4. In the event that within the first eight (8) hours of the Agency Staff being placed with the Client, the Client identifies that they are not satisfied with the Agency Staff's performance, the Agency will:
- (i) Remove the Agency Staff immediately;
 - (ii) Relieve the Client of the obligation to pay for the number of hours of work performed by the Agency Staff; and
 - (iii) Provide a replacement, at the Client's request, in a reasonable agreed to timeline or address the performance of the Agency Staff.

2. Client Responsibilities

- 2.1. The Client agrees to:
- (i) Oversee the work to be performed by Agency Staff and advise the Agency of any notable performance concerns;

- (ii) Review and approve the corresponding work product;
- (iii) Provide Agency Staff with equipment, facilities and supplies reasonably necessary for them to perform their duties hereunder;
- (iv) Train Agency Staff with regard to all applicable Client [policies](#) and procedures that may be adopted or implemented from time to time, and otherwise use its best efforts to integrate Agency Staff with Client-specific practices and procedures; and
- (v) Approve Agency Staff timesheets for submission to the Agency on a weekly basis.

3. Fees/Payment

- 3.1. The Agency is solely responsible for compensating the Agency Staff for the work performed.
- 3.2. At the beginning of each placement of Agency Staff under this Master Agreement, the Client representative who requires Agency Staff shall provide a Purchase Order Number to the Agency.
- 3.3. The Client will pay the Agency a fee for the Services performed by Agency Staff under the Agreement in accordance with **Schedule "A"** attached hereto. The rate(s) specified in **Schedule "A"** is/are inclusive of all Agency markup costs. Client will pay based on the job duties of the position being filled and will not pay additional fees for Agency Staff who may have a greater skillset than that required by the job duties. The Client reserves the sole discretion for setting rates in accordance with the job duties being performed. This rate will be effective for the term of the placement.
- 3.4. The Agency will render weekly invoices to the Client, in a form reasonably acceptable to the Client; including the Client's Purchase Order Number, detailing the Services performed by the Agency Staff, the time (in hours) worked, and the hourly rate agreed upon as noted in **Schedule "A"**. All invoices will be addressed to em_invoices@durham.ca and copied to the departmental contact. The Client will endeavour to pay the invoices within thirty (30) business days of receipt.
- 3.5. Should the Client wish to enter into a direct employment relationship with the Agency Staff six (6) months after the first day of the start of the assignment, there will be no fee charged to the Client.

4. Term

- 4.1. This Agreement will commence as of the last date of signature and automatically renew for one year terms at January 1 each year, unless otherwise terminated in accordance with the provisions of this Agreement.
- 4.2. Where the Agency wishes to request an adjustment to the Fee Schedule, the request must be in writing to the Client no later than December 1 and should include justification for the request. The Region will review the request and any adjustments agreed to will take affect January 1 of the following year with written agreement.

5. Expenses

- 5.1. The Agency shall be solely responsible for the cost of any expenses incurred in the provision of Services under this Agreement, including the provision of an up to date Police check, as required by the Client.

6. Status of Agency Staff

- 6.1. The Agency and Agency Staff's relationship with the Client as created by this Agreement is that of an independent contractor for all purposes including, but not limited to, the *Income Tax Act (Canada)*, the *Income Tax Act (Ontario)*, the *Canada Pension Plan Act*, the *Employment Insurance Act (Canada)*, the *Workplace Safety and Insurance Act (Ontario)*, the *Employment Standards Act (Ontario)* and the common law. It is intended that the Agency shall have general control and direction over the manner in which Agency Staff provide the Services to the Client under this Agreement. Nothing contained in this Agreement shall be regarded or construed as creating an employment relationship (whether by way of employer/employee, agency, joint venture, association, or partnership) between the Agency Staff/Agency and the Client other than as an independent contractor as set forth herein.
- 6.2. The Agency hereby releases and indemnifies the Client from any claims, debts, demands, actions, complaints and liabilities of any kind or nature whatsoever in law, in equity or otherwise ("Claims") in relation to the Agency Staff's status as an independent contractor under this Agreement or any preceding agreements with the Client or authorized agent of the Client.

7. Indemnity

- 7.1. The Agency shall defend, indemnify and save harmless the Client and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Agency, Agency Staff, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Agency in accordance with this Contract and shall survive this Contract.
- 7.2. The Agency covenants and agrees that they will take any and all action and will do and provide the Services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer ("Compliance Requirements") and hereby indemnifies and holds harmless the Client from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Client relating to any failure of the Agency, their employees, agents or contractors to comply with any Compliance Requirements.

8. Insurance

- 8.1. Throughout the term of the Contract the Agency shall continuously maintain and pay for Professional Liability (Errors and Omissions) insurance in an amount of not less than two million dollars (\$2,000,000.00) per claim with an aggregate limit of four million dollars (\$4,000,000.00).
- 8.2. The Agency shall maintain Commercial General Liability insurance including personal injury, broad form contractual liability, in an amount of not less than two million dollars (\$2,000,000). The Agency shall add the Client as an additional insured claimant for any Services rendered under this Agreement.

- 8.3. The Agency shall maintain Automobile Liability Insurance in respect to licensed vehicles owned and/or leased, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, if relevant to Services set out in this Agreement. Should the Agency not own/lease vehicles, the Agency will ensure that Agency Staff have a valid driver's licence and appropriate automobile insurance if they will be using their vehicles in connection with the Services set out in this Agreement.
- 8.4. The Agency shall provide an updated Certificate of Insurance on the Client's standard form, or on a form acceptable to the Client, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Agency shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Client.
- 8.5. The Agency shall provide the Client a valid Clearance Certificate (for Schedule 1 employers) or a letter of Good Standing (for Schedule 2 employers) indicating the Agency has an active account with WSIB in good standing; or, alternatively, where appropriate, a letter from WSIB stating the Agency is not required to register with WSIB; or, a letter that confirms the Agency falls under a "By-Application" industry, where WSIB confirms an Agency (that employs workers) is exempt from coverage based on their business activity.

9. Authority

- 9.1. The Agency/Agency Staff will not have the authority and cannot commit or bind the Client to any matter, contract or negotiation without the prior written authorization of the Client.

10. Legal Compliance

- 10.1. The Agency/Agency Staff shall comply with all applicable federal, provincial and municipal laws, rules, and regulations arising out of or connected with the performance of the Services under this Agreement by the Agency or Agency Staff.

- 10.2. The Agency shall be responsible for all statutory payroll deductions and remittances including, without limitation, Employment Insurance premiums, Canada Pension Plan contributions, Income Tax and WSIB (workers compensation) payments, where applicable, relating to or arising out of the fees paid to the Agency and Agency Staff. Payments relating to any of the above shall be the responsibility of the Agency and shall be forwarded by the Agency, as appropriate, directly to the government agencies involved. The Agency shall provide proof of compliance with this requirement to the Client upon request.
- 10.3. In the event any proceedings are commenced or levied by the Receiver General of Canada or the Canada Revenue Agency or any other governmental agency in respect of any statutory payroll deductions, premiums or taxes, the Agency agrees to indemnify and hold harmless the Client as to any money that might be required to be paid either by or to the Receiver General of Canada or the Canada Revenue Agency or any other governmental agency with respect to any payments made to the Client for performance of the Services.

11. Confidential Information

- 11.1. In the course of performing the Services, the Agency and Agency Staff will be entrusted with confidential information concerning the Client's business or marketing plans, products, services, pricing, operations and procedures, including but not limited to information relating to client preferences, needs and requirements. The Agency and Agency Staff will not disclose such confidential information to any third parties, including but not limited to future employers or other clients.
- 11.2. The Agency and Agency Staff shall maintain the confidentiality of and shall not except as required in order to carry out the Services, at any time during or following the term of this Agreement, use, disclose, release or permit the disclosure or release of any information disclosed by the Client or any information communicated to or acquired by the Agency and/or the Agency Staff during the course of providing the Services without obtaining the prior written consent of the Client.
- 11.3. The Agency and Agency Staff acknowledge that any information collected by them or exchanged with the Client pursuant to this Agreement is subject to the provisions of *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and the *Personal Health Information Protection Act* (Ontario) as amended from time to time, and any successor legislation.

- 11.4. If the Agency and/or Agency Staff become aware of an unauthorized collection, use, and disclosure of Confidential Information, they shall notify the Client as soon as reasonably possible.
- 11.5. The Agency and Agency Staff acknowledge and agree that all Confidential Information of the Client, whether received or created before or after the commencement of the Agreement, will be received in the strictest confidence and will be held by the Agency and Agency Staff only in accordance with and subject to the terms of the Agreement. The Agency and Agency Staff shall retain such information in confidence and shall treat such information in accordance with the terms of the Agreement and with a degree of care no less than the degree of care that the Agency and Agency Staff employs for the protection of their own confidential information of a similar nature.
- 11.6. The Agency and Agency Staff shall:
- (i) Not issue any communication, information, document or article in respect of the substance of this Agreement for publication in any media without the prior written approval of the Client;
 - (ii) Promptly notify the Client of any Incident, by any person that has become known to them;
 - (iii) Promptly furnish to the Client the details of such Incident, and assist the Client in investigating or preventing the recurrence of any Incident;
 - (iv) Cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect the Confidential Information, to the extent such litigation or investigation is related to this Agreement; and
 - (v) Promptly use reasonable efforts to prevent a recurrence of any Incident.
- 11.7. The Agency and Agency Staff will not disclose the amount of the fees paid by the Client to the Agency except as required for financial or legal planning or by law.

12. Termination

- 12.1. In the event that the Agency breaches this Agreement, or Agency Staff otherwise fails to perform the Services in accordance with the terms of this Agreement, performs the Services negligently and/or engages in misconduct, the Client may terminate this Agreement immediately and without notice for cause.

- 12.2. Either the Agency or the Client may terminate this Agreement upon giving the other party thirty (30) calendar days notice in writing. In lieu of such notice, the Client may elect to terminate this Agreement immediately upon written notice and pay the Agency an amount equal to thirty (30) calendar days fees calculated based on the fees charged by the Agency in the preceding thirty (30) calendar days.
- 12.3. The Client may also waive the thirty (30) calendar days notice given by the Agency and terminate this Agreement immediately upon receiving notice from the Agency.
- 12.4. The Agency hereby acknowledges that Agency Staff are not employees of the Client and the Client shall not be responsible for any employment related entitlements including, without limitation, notice of termination of this Agreement under the *Employment Standards Act, 2000*, the *Occupational Health and Safety Act* and/or the *Workplace Safety and Insurance Act*, or any other employment related statutes, as may be amended from time to time and/or the common law. To the extent that such entitlements are found to be owing, the Agency hereby indemnifies and holds harmless the Client from any such payments deemed owing.

13. Severability

- 13.1. If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.

14. Amendments

- 14.1. Any amendment to this Agreement must be in writing and signed by both parties.

15. Entire Agreement

- 15.1. This is the entire Agreement between the Client and the Agency with respect to the Services to be provided by the Agency and Agency Staff to the Client and supersedes any prior agreements with respect to such services whether written or oral.

16. No Waiver

16.1. The failure of any party to insist upon the strict performance of a covenant or obligation hereunder, irrespective of the length of time for which such failures continue, shall not be a waiver of such party's right to demand strict performance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any covenant or obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or of any other obligation hereunder.

17. Non-Exclusive

17.1. This Agreement **does not give** the Agency and/or Agency Staff the exclusive right to provide the Services or similar services. The Client reserves the right to perform or purchase the same or similar services from other sources during the term of this Agreement.

18. Assignment

18.1. This agreement is personal in nature and may not be assigned by either party hereto.

19. Enurement

19.1. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective employees and permitted receivers, successors and assigns.

20. Law

20.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

21. Schedules

21.1. The following Schedules attached form part of this Agreement:

- (i) Schedule "A" –Services and Payment; and
- (ii) Schedule "B" – Region's Confirmation of Health and Safety Practice Form

IN WITNESS WHEREOF the parties have executed this Agreement, this _____ day of

_____ , _____ .

Per:

Barb Goodwin MPA, CPA/CGA, B. Comm, CPM, CMMIII
Commissioner, Corporate Services

Schedule “A” Submission

Region of Durham Job Classification (Manager reference)	General scope of duties Specific job duties are dependent on the department/division being supported but may include the following types of functions:	Temporary Agency Bill Rate
General office, clerical and administrative roles		
Clerk, Data Entry	<ul style="list-style-type: none"> • General duties are basic clerical duties (filing, answering phones, reception, booking meetings) • Primary focus of role is data entry utilizing various systems and data • No word processing duties 	
Support Clerk, Switchboard Operator	<ul style="list-style-type: none"> • Basic clerical duties (filing, answering phones, managing multiple line phone system, or reception) • Basic computer skills required in MS Word and Excel 	
Customer Service Representative (CSR)	<ul style="list-style-type: none"> • Responsible for receiving and documenting large volume of general inquiries about Durham Region and services offered • Primarily support and provide information on basic service requests, resolving and routing the more complex appropriately 	
Clerk 2 or 3, Clerk-Steno, Clerk-Typist, Mail Clerk, Scheduling Clerk, Secretary	<ul style="list-style-type: none"> • Administrative and clerical support at an intermediate-advanced level of MS Office • May respond to inquiries as front line contact for the public. • Role may have emphasis on transcription, minutes, reports, scheduling etc 	
Senior CSR	<ul style="list-style-type: none"> • Same general functionality as CSR but will handle more complex inquiries and services 	
Technical Assistant, Communications Assistant	<ul style="list-style-type: none"> • Administrative and coordination activities with a specific technical skillset (i.e., Communications, Civil engineering, contracts, regulatory functions) 	
Administrative Assistant	<ul style="list-style-type: none"> • Performs administrative support to a member of the Senior Leadership team • Intermediate to Advanced MS Office skills • Political acumen 	

Region of Durham Job Classification (Manager reference)	General scope of duties Specific job duties are dependent on the department/division being supported but may include the following types of functions:	Temporary Agency Bill Rate
Finance related roles		
Accounting Clerk	<ul style="list-style-type: none"> • Assist in the receipt and issuance of payments, vouchers, and/or cheques, ensuring appropriate documentation and the current and accurate maintenance of applicable records and/or databases. • Responds to inquiries regarding account and/or payment statuses, financial processes and procedures, and explaining options for payment and consequences of non-payment 	
Senior Accounting Clerk	<ul style="list-style-type: none"> • Verifying the validity of invoices & receiving documents & reconciling them with authorized Purchase orders • Reviewing vendor statements for problems & investigating outstanding account balances • Experience with PeopleSoft Financial Information Management system (FIMS) • Process Vouchers in PeopleSoft for Payment • Call-center account resolution • A/R collections 	
Financial Analyst 1	<ul style="list-style-type: none"> • Preparation of financial and statistical information and reports • Analysis of various financial data • University degree and in-process of CPA 	
Financial Analyst 2	<ul style="list-style-type: none"> • Maintain and control the financial records and provide financial expertise, analysis, advice and coordination regarding financial policies, procedures, legislation and reconciliation of financial statements • Monitor and analyze variances • Reconcile general ledger • University degree and in-process of CPA 	

Region of Durham Job Classification (Manager reference)	General scope of duties Specific job duties are dependent on the department/division being supported but may include the following types of functions:	Temporary Agency Bill Rate
Information Technology related roles		
GIS Specialist	<ul style="list-style-type: none"> • Create, compile and maintain multiple components of various databases to ensure existing databases are accurate and that database features represent real world features. Manipulate complex databases to be used as analytical information • Research, design, create, update, produce, and deliver map products, sketches and reports. • Application development • Project planning, execution and business analysis 	
System Support Specialist	<ul style="list-style-type: none"> • Help Desk related functions • Support for hardware and operating system • Computer set-up, configuration, and software deployment 	
Technology Analyst	<ul style="list-style-type: none"> • Review, design, recommend and implement technology • End-user support 	
Systems Analyst	<ul style="list-style-type: none"> • Software development and ongoing maintenance required to resolve business needs • Process and procedure documentation 	
Database Administrator	<ul style="list-style-type: none"> • Implement and support secure database environments 	
Business Analyst	<ul style="list-style-type: none"> • Liaison between IT and business unit to assist in achieving project deliverables • Strong project management skills - PMP certified • CCAP or CCBA preferred • Relevant computer skills and knowledge 	
Information Security	<ul style="list-style-type: none"> • Administer and maintain the Information Security Systems. • Provide technical support to users • Security audit support 	

Region of Durham Job Classification (Manager reference)	General scope of duties Specific job duties are dependent on the department/division being supported but may include the following types of functions:	Temporary Agency Bill Rate
Health Care related roles		
Personal Support Worker	<ul style="list-style-type: none"> • Must possess PSW certificate (600 hours minimum) • Must have acceptable Vulnerable Sector check • Provide direct personal care to residents (i.e. feeding, lift and transfer, toileting, bathing etc.) 	
Registered Practical Nurse	<ul style="list-style-type: none"> • Must be registered with College of Nurses of Ontario • Must have administration of medication certificate • Must have acceptable Vulnerable Sector check • Provide nursing services to residents inclusive of administration of medication 	
Registered Nurse – Long-term Care	<ul style="list-style-type: none"> • Must be registered with College of Nurses of Ontario • Must have acceptable Vulnerable Sector check • Provide treatment, assessment, medications and other nursing interventions 	
Registered Nurse – Public Health	<ul style="list-style-type: none"> • Must be registered with College of Nurses • Must have acceptable Vulnerable Sector check • Immunizations related work 	
Registered Pharmacy Technician	<ul style="list-style-type: none"> • Storing, dispensing, distributing publicly funded pharmaceuticals and vaccines • Inventory management • Must be Registered with College of Pharmacists 	



Confirmation of favourable health and safety practice form

To Contractor(s):

The Region of Durham is committed to:

1. The prevention of workplace injury and illness to all workers at Regional work locations.
2. The belief that contractor safety is compatible with the safety policy of the Region and is good business.
3. Reserving the right to cite contractors for any violation of the contract.

To ensure the Regional workplace is a healthy and safe working environment, contractors, constructors and sub-contractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act (OHSA) and any other legislation pertaining to employee health and safety.

For long term contracts, or contracts involving pre-selected contractors, the Region reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the OHSA while carrying out any part of a project with the Region.

Contractor's Statement of Responsibility

As a contractor retained to perform work for the Region of Durham, I/we accept the following health and safety responsibilities:

1. I/we confirm compliance with all procedures and requirements of the OHSA, Regional safety policies and procedures, department and site specific policies and procedures, and all applicable legislation and regulations.
2. I/we agree to work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of the work.
3. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we confirm possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory - Unaudited. I/we confirm the Carrier CVOR abstract will be maintained throughout the entire term of the contract.
4. I/we will advise the Region if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will

Confirmation of favourable health and safety practice form continued

provide the Region with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

5. I/we certify that I/we have all statutorily required policies and programs in place in accordance with the OHSA, including but not limited to a current and valid Health and Safety Policy Statement in accordance with section 25(2)(j).
6. I/we certify that all required equipment, materials, and protective devices, along with related procedures, are provided, used, and maintained in good condition, in accordance with the OHSA.
7. I/we certify that all staff are apprised of and will comply with legislation, public health guidelines and the Region's procedures as they relate to COVID-19. It is understood that the Region may request that Company/Contractor Staff be replaced if they are not complying with these policies and procedures and the Company/Contractor shall promptly facilitate the replacement.
8. I/we verify that each Company/Contractor Staff (including sub-contractors) assigned to the Region of Durham who will have in-person interaction with Regional employees or the public in performance of work has received the required number of doses of a COVID-19 vaccine, or a combination of COVID-19 vaccines approved by Health Canada and/or the World Health Organization at the correct interval; in addition to getting any required subsequent booster dose(s) in future.