

GENERAL SERVICE AGREEMENT (HUMAN RESOURCES SERVICES)

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this ____ day of _____, 2024

BETWEEN:

The City of Elliot Lake

45 Hillside Dr. N., Elliot Lake, ON P5A 1X5
(the "**Client**")

- AND -

St. Joseph's General Hospital – Elliot Lake

70 Spine Road, Elliot Lake, ON P5A 1X2
(the "**Contractor**")

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide Human Resources ("**HR**") services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "**Party**" and collectively the "**Parties**" to this Agreement) agree as follows:

1. Services Provided

1.1. The Client hereby agrees to engage the Contractor to provide the Client with the following human resources services (collectively the "**Services**" and individually a "**Service**"):

- 1.1.1. Recruitment and selection services, including job posting, candidate screening, and interviewing;
- 1.1.2. Employee onboarding and orientation;
- 1.1.3. Development and implementation of HR policies and procedures;
- 1.1.4. Employee relations, including conflict resolution and performance management;

- 1.1.5. Maintenance of existing compensation program and related policies
- 1.1.6. Benefits administration in conjunction with the Client's benefit consultant and insurers.
- 1.1.7. Compliance with labor laws and regulations;
- 1.1.8. HR-related training and development programs;
- 1.1.9. Assistance with employee engagement initiatives;
- 1.1.10. Appendix A (attached) will be used to guide the provision of services identified in 1.1 following the completion of a current state audit of the Client's HR Services.
- 1.1.11. Any other HR consulting services requested by the Client, are subject to mutual agreement.

- 1.2. The Contractor and the Client agree to review the key performance indicators ("KPI's" or individually a "KPI") identified in Appendix B (attached) and to select four or five that the Parties agree will be an effective measure of organizational performance – specifically the work of the Contractor in conjunction with the Client's management team and front-line workers where applicable. The selection of KPIs will occur on or around six months of Client services or as otherwise agreed by the parties.
- 1.3. The Services will also include any other tasks which the Parties may agree on in writing.
- 1.4. The Contractor hereby agrees to provide such Services to the Client.

2. Term of Agreement

2.1 The term of this Agreement (the "**Term**") will begin on November 1, 2024, and will remain in full force and effect until October 30, 2026, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

3. Performance

3.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

3.2 The Contractor shall provide the Services with skill, prudence and diligence conforming with applicable Laws and which would ordinarily be expected to be met by an experienced, skilled contractor supplying similar services as contemplated in this Agreement (the "**Standard of Care**").

3.3 The Contractor shall comply with all applicable federal, provincial and local laws, rules, regulations, codes, ordinances and orders bearing on the performance of the Services (collectively “**Laws**”).

4. Currency

4.1 Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in Canadian currency.

5. Compensation

5.1 The Contractor will charge the Client an annual retainer payment of \$220,901.20 for HR services plus applicable taxes. The retainer payment is to be provided to the Contractor in equal monthly installments of \$18,408.43 plus applicable taxes starting November 1, 2024. The Contractor will provide the Client with a monthly invoice effective the first of each month.

5.2 If the Client's Human Resources Assistant (HRA) returns to her role after a leave of absence, the annual retainer will be reduced by \$69,557 plus taxes, starting 30 days after her return. The new annual retainer will be \$151,344.20 plus applicable taxes, paid in monthly installments of \$12,612.02 plus applicable taxes. The Contractor's fees are fixed until the end of the term, with any increases being communicated 30 days in advance.

5.3 The Client will inform the Contractor 30 days in advance of the HRA's return to work. After returning, the HRA will remain an employee of the Client; however, will take direction from the Contractor during the term of the Agreement. The HRA will not receive any benefits from the Contractor as a result of this Agreement.

5.4 Upon receipt of an acceptable invoice by the Client, the Client shall make payment within 45 days. If an invoice is disputed, the Client shall pay the regular monthly fee noted in 5.1 and 5.2 and contact the Contracting regarding the disputed amount,

6. Reimbursement of Expenses

6.1 All expenses above and beyond the normal operational expenses for the provision of daily services will be the responsibility of the Client. Unless critical in nature and time urgent all additional expenses will be pre-approved by the Client and billed directly to the Client whenever possible. The Contractor will invoice the Client for additional agreed upon expenses when applicable.

7. Penalties for Late Payment

7.1 Any late payments will trigger a fee of 3.00% per month on the amount still owing.

8. Termination

8.1 In the event that either Party wishes to terminate this Agreement prior to the end of the Term, that Party will be required to provide 30 days written notice to the other Party and neither Party shall be liable to the other Party for any costs associated with such termination. The Client will pay all outstanding monthly invoices.

10. Confidentiality

10.1 Confidential information (the "**Confidential Information**") refers to any data or information relating to the business of the Client, which would reasonably be considered to be proprietary to the Client, including, but not limited to, accounting records, business processes, and client records that are not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

10.2 The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

10.3 All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information, regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

10.4 The Contractor will sign the Client's Confidentiality Agreement.

11. Ownership of Intellectual Property

11.1 All intellectual property and related material (the "**Intellectual Property**") that is developed or produced under this Agreement will be the property of the Contractor. The Client is granted a non-exclusive limited-use license for this Intellectual Property.

11.2 Title, copyright, intellectual property rights, and distribution rights of the Intellectual Property remain exclusively with the Contractor.

12. Return of Property

12.1 Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

12.2 Upon expiry or termination of this Agreement, the Contractor will make arrangements to transfer applicable documents and records to the Client within the 30-day notice period or contract expiry date of October 30, 2026.

13. Capacity/Independent Contractor

13. In delivering the Services under this Agreement, it is expressly understood that the Hospital and the City are acting as independent contractors and not as employees of each other. Both parties acknowledge that this Agreement does not establish a partnership or joint venture between them; it is solely a contract for services. This applies to any employees assigned by either the City or the Hospital.

14. Notice

14.1 All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- **City of Elliot Lake**
45 Hillside Dr. N., Elliot Lake, ON P5A 1X5
Attention: Rob deBortoli, Chief Administrative Officer

- **St. Joseph's General Hospital – Elliot Lake**
70 Spine Road, Elliot Lake, ON P5A 1X2
Attention: Marissa Leduc, Chief Human Resources Officer

or to such other address as either Party may from time to time notify the other.

15. Indemnification

15.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

15.2 Neither the Client or the Contractor will be responsible to the other for any special, indirect, consequential, remote, punitive, exemplary, loss of profits or revenue,

loss of use, or similar damages, regardless of how characterized and regardless of a party having been advised of the possibility of such potential losses or relief, arising in any manner from this Agreement and the Services.

15.3 Each party agrees to maintain sufficient insurance coverage to protect against potential liabilities arising from its obligations under this Agreement. Each party shall procure and maintain, at its own expense, insurance policies that are commensurate with the level of risk associated with the performance of its respective obligations. This includes, but is not limited to, general liability, workers' compensation, and professional liability insurance. Each party shall provide evidence of such insurance coverage to the other upon request.

15.4 If either party engages third-party contractors to perform work under this Agreement, that party shall ensure that the contractors are adequately insured and that their actions do not give rise to claims against the other party. In the event any third-party contractor or its employee asserts a claim of employment with the other party (i.e., an employee of the Hospital claims employment with the City, or vice versa), the engaging party shall indemnify, defend, and hold harmless the other party from any such claim, including all associated costs, damages, and legal fees.

15.5 Any claims made by employees of the Hospital who are assigned to perform work at the City, or employees of the City who are assigned to perform work at the Hospital, shall be considered claims against their respective employer only and such employee shall not have any claim to employment, benefits, or rights from the other party. If an employee of either party falsely claims employment with the other party, the employer shall indemnify and hold the other party harmless from any and all resulting liabilities or expenses.

16. Disputes

16.1 If a dispute arises under this Agreement, the Parties shall promptly attempt in good faith to resolve the dispute by negotiation and if not otherwise resolved, the dispute shall be put forward to senior executives of each Party for negotiation.

16.2 All disputes not resolved by negotiation shall be resolved by arbitration. The arbitration shall be conducted before a single arbitrator agreed upon by the parties, in Ontario pursuant to the Arbitration Act, 1991 (Ontario) and the ADRIC Arbitration Rules.

16.3 The costs of the arbitration shall be borne equally by the Parties, subject to any allocation of such costs as may be ordered by the arbitrator.

16.4 Arbitration is the sole and exclusive process for the resolution of disputes not otherwise resolved pursuant to this section 16. The decision of the arbitrator shall be final and binding upon the Parties and there shall be no appeal therefrom, including with respect to a question of law, a question of fact, or a question of mixed law and fact. Judgment upon the award by the arbitrator may be entered in any Ontario court having jurisdiction.

16.5 Notwithstanding the above, the Client's right to terminate the Agreement shall not be subject to arbitration.

17. MFIPPA and FIPPA

17.1 The Contractor acknowledges and agrees that the Agreement is subject to *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56 ("**MFIPPA**"), and the *Freedom of Information and Protection of Privacy Act*, RSO 1990, c F.31, ("**FIPPA**") and the records associated with this Agreement, including the Agreement, and their collection, use, storage and treatment thereof is governed by MFIPPA and FIPPA.

17.2 If a request is made under MFIPPA or FIPPA for the disclosure of this Agreement or any records associated with this Agreement, the Party being requested shall provide prompt notice to the other Party and the relevant Party shall provide any and all relevant records requested within thirty (30) days of receipt of notice and the relevant Party shall manage the reply to the MFIPPA or FIPPA request. The Parties agree to cooperate with any required disclosure.

18. Non-Circumvention

18.1 During the Term of this Agreement, the Contractor agrees not to hire any of the Client's employees to perform the Services.

19. Force Majeure

19.1 In the event that the Contractor or Client is prevented from carrying out its obligations under this Agreement due to an event beyond its control, such as acts of God, war, terrorism, pandemic or any other event that is beyond the reasonable control of the Party, the Party's obligations under this Agreement will be suspended for the duration of the event.

19.2 The Party affected by the force majeure event must notify the other Party as soon as possible and must make reasonable efforts to mitigate the impact of the event.

19. 3 If the force majeure event continues for more than 10 days either Party may terminate this Agreement effective immediately by giving written notice to the other Party.

20. Audit

20.1 The Contractor shall maintain and keep full, detailed, complete and accurate original accounts and records related to the Services in accordance with generally accepted accounting principles and in a form satisfactory to the Client (collectively the “**Records**”) in its office for a period of time from the commencement of the Services to the date that is the later of: (a) that required by Laws; or (b) seven (7) years from termination of this Agreement; or (c) until all claims (which means any claim, demand, liability, damage, loss, cost, expense, suit, action or cause of action) have been settled (collectively “**Inspection Period**”).

20.2 The Contractor shall allow the Client access to and the right to audit the Records (at any time and all times) during the Inspection Period. It is understood and agreed that the Client shall provide the Contractor with fifteen (15) days’ prior written notice of its requirement for such access and audit along with the reasons for requiring such access and audit.

21. Modification of Agreement

21.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

22. Time of the Essence

22.1 Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

23. Assignment

23.1 The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

24. Entire Agreement

24. 1 It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

25. Enurement

25. 1 This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

26. Titles/Headings

26.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

27. Gender

27.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

28. Governing Law

28. 1 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

29. Severability

29.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

30. Waiver

30.1 The waiver by either Party of any breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly executed this General Service Agreement as of the date first above written.

CLIENT:

City of Elliot Lake

Per: _____

Authorized Signing Authority

CONTRACTOR:

St. Joseph's General Hospital – Elliot Lake

Per: _____

Authorized Signing Authority