

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

(hereinafter “the Municipality”)

- and –

KINCARDINE PHYSICIAN’S GROUP

(hereinafter “KPG”)

- and –

EMPLOYEE

(hereinafter the “Secondee”)

SECONDMENT AGREEMENT

WHEREAS the Secondee is an employee of the Municipality;

AND WHEREAS the parties wish to arrange for the full-time secondment of the Secondee to KPG;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term and Renewal

1.1 The term of this Agreement shall commence effective **DATE** and shall continue until **DATE** unless terminated earlier in accordance with this Agreement. This Agreement may be renewed by the parties upon such terms and for such a term as they may agree in writing provided such agreement is reached prior to **DATE**.

2. Status of the Secondee

2.1 The parties agree that during the term of this Agreement and any renewal thereof the Secondee shall at all times remain an employee of the Municipality and shall not be an employee of KPG.

2.2 The parties agree that no terms contained in this Agreement shall be construed or interpreted or are intended to create an employment relationship between the Secondee and KPG.

- 2.3 The Secondee shall retain the position of **TITLE** with the Municipality and shall be considered to be on leave from such role for the duration of the Term. During the Term, the Secondee shall devote the entirety of **his/her** working hours to KPG in the role of integrated clinic manager-recruiter.
- 2.4 Except as they are specifically modified by this Agreement, the terms and conditions of the Secondee's employment with the Municipality shall remain in effect during the Term.

3. Obligations of the Municipality

- 3.1 The Municipality acknowledges that it has sole responsibility for paying the Secondee's salary of \$80,000/annum, less statutory withholdings and payments under any federal or provincial legislation as a result of the Secondee's employment with the Municipality including but not limited to WSIB, EHT, CPP, EI, income tax and GST.
- 3.2 The Municipality acknowledges that it has sole responsibility for providing benefit coverage, on the terms and conditions of such plans as are in place at the material times, to the Secondee.
- 3.3 The Municipality shall be responsible for all other expenses payable to the Secondee during the Term, including travel, cell phone, laptop and any other reasonable and related expenses associated to the physician recruitment program. Such expenses shall be paid to the Secondee in accordance with the Municipality's policies and practices in respect of same.
- 3.4 The Municipality agrees to save KPG harmless and to indemnify KPG against any and all claims, demands or penalties assessed in respect of income tax, GST, Canada Pension Plan, Employment Insurance, Employer Health Tax, WSIB or for any other claims or demands that might be made against KPG arising out of the Secondment Agreement.

4. Obligations of KPG

- 4.1 KPG shall reimburse the Municipality for 50% of the total costs incurred by the Municipality for employing the Secondee. Such costs shall be invoiced to KPG by the Municipality on **IDENTIFY SCHEDULE** basis and shall be paid by KPG upon receipt.
- 4.2 KPG shall provide the Secondee with appropriate office space and equipment to enable **him/her** to provide the services to KPG covered by this Agreement.

5. Obligations of the Secondee

- 5.1 Notwithstanding the fact that the Secondee is not an employee of KPG, during the time that **s/he** is providing services to KPG pursuant to this Agreement, **s/he**

shall report to and be accountable to the **REPORTING TITLE** of KPG or delegate.

- 5.2 The precise services to be provided by the Secondee to KPG shall be determined by KPG and communicated to the Secondee from time to time but shall be outlined in the position description. The Secondee agrees to act competently, loyally and in a trustworthy manner in discharging the responsibilities assigned to **him/her** by KPG.
- 5.3 The Secondee shall not do anything that could reasonably result in an actual, potential or perceived conflict between the interests of the Municipality and KPG. The Secondee shall immediately advise the **TITLE** of the Municipality or the **TITLE** of KPG if there is any such conflict of interest or potential conflict of interest.

6. Amendment

- 6.1 This Agreement may be modified on the written agreement of the parties. No amendment of this Agreement shall be binding unless agreed to in writing by all parties.

7. Confidentiality

- 7.1 During and after the term of this Agreement, the Secondee shall,
- (a) not use, divulge, furnish or make accessible to any person any confidential information or materials relating to the business of KPG, acquired by the Secondee during the course of this Agreement, and
 - (b) take all reasonable precautions to protect such confidential information from any use, disclosure, or copying except as expressly authorized by KPG.
- 7.2 The Secondee agrees that upon the completion, termination or expiration of this Agreement, the Secondee shall forthwith return to KPG, all the papers, materials and other properties provided to the Secondee by KPG for the purposes of this Agreement.
- 7.3 Section 7 shall survive the expiration or termination of this Agreement.

8. Termination

- 8.1 This Agreement may be terminated at any other time by the Municipality or KPG by providing one (1) month's written notice to all other parties.
- 8.2 KPG may terminate this Agreement at any time without notice to the Municipality in the event that the Secondee fails to fulfill **his/her** responsibilities to KPG under this Agreement in a satisfactory manner.

8.3 Upon termination or expiration of this Agreement, the Seconded shall be entitled to return to his/her employment as TITLE with the Municipality.

9. General

9.1 This agreement shall supersede any and all other agreements between the parties and any contract previously entered into between the parties shall be null and void upon execution of this Secondment Agreement.

9.2 In the event that in any legal proceedings it is determined that any section, paragraph or sub-paragraph of this Agreement is invalid or unenforceable it will be deemed to be severed from the remainder of this Agreement for the purpose only of the particular proceeding. This Agreement will, in every other respect, continue in full force and effect.

9.3 This Agreement shall be construed in accordance with the laws of the Province of Ontario.

9.4 The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

9.5 The parties acknowledge and agree that the terms of this Agreement are confidential and shall not be disclosed, in whole or in part to any third party, except to any of the parties' legal counsel, professional accountant or other professional retained by one of the parties for the purpose of advising the party about the contents of this Agreement, or unless otherwise required by law.

9.6 The parties acknowledge that they have all had the opportunity to seek independent legal advice prior to the execution of this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2021.

ON BEHALF OF:

The Corporation of the Municipality of Kincardine

DATED at _____, Ontario, this _____ day of _____, 2021.

ON BEHALF OF:

Kincardine Physician's Group

DATED at _____, Ontario, this _____ day of _____, 2021.

Secundee

Witness