



Blair Purvis

To: ☒ Kareem Hassanein



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KH contract final 2.0.pdf
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Hi Kareem,

Thank you for your suggested revisions to the contract. I appreciate your input and hope this can be a successful negotiation as you are a valued team member at Movement Solutions. I have reviewed them and attached a final contract for your review. If this is not to your satisfaction, we can (I'd be happy to) continue with your current employee compensation of a 43% split of invoiced revenue.

Kind Regards,

Blair

Movement Solutions Physiotherapy
905-690-9090
www.movementolutions.ca

Wednesday September 11, 2024

PRIVATE & CONFIDENTIAL

Kareem Hassanein
41 Springfield Blvd
Ancaster, ON L9K 1H8

Via Email: khassanein@movementsolutions.ca

Dear Kareem:

We are pleased to offer you employment with Movement Solutions Physiotherapy (the "Company") on the terms and conditions outlined below. Your signature in the space provided will indicate your acceptance of employment on the following terms and conditions and this document will thereafter be considered your Employment Agreement ("this Agreement").

1. Start Date:

Your Start Date for this contract will be September 18th, 2024, unless modified in writing by mutual agreement of the parties.

2. Conditions of Employment:

This offer of employment is conditional upon confirmation of registered physiotherapist status with the College of Ontario Physiotherapy and a clear criminal reference check and vulnerable sector screening. The Company, in its sole discretion, will determine whether the results provided pose an unacceptable risk to the safety and security of the Company, its employees, clients, customers or volunteers and may rescind this offer of employment accordingly.

The Company may permit you to commence employment prior to receiving the results of these checks; however, it does not waive its rights under this provision. If you do not fulfill the conditions of employment within four weeks of the commencement of your employment, or the results of these checks are, in the sole discretion of the Company, unacceptable, the Company reserves the right to terminate your employment in accordance with the terms of this Agreement.

3. Position, Duties, Responsibilities, Reporting Relationships and Work Location:

Your initial employment will be in the full-time position of Physiotherapist reporting directly to the Owner or his/her designee. The duties, responsibilities, reporting relationships, and work location of your position as they have been communicated to you may be amended from time to time by the Company and include, but are not limited to the following: Providing physiotherapy services to patients, maintaining accurate and timely patient records, and performing other tasks as reasonably assigned by the Employer. The Employee will comply with all applicable laws, regulations, and professional standards governing physiotherapy practice in Ontario.

4. Compensation:

Revenue-Based Compensation: You will be paid revenue-based compensation less required deductions, payable on the Company's regular payroll in arrears by electronic deposit. The Company currently issues payroll on a bi-weekly basis. Payroll schedule and deposit dates are subject to change at the discretion of the Company.

The Employee will be compensated based on the following tiered revenue structure:

- Fifty-eight-point five percent (58.5%) of revenue generated from \$0 to \$9,999 per month.

- Sixty-five percent (65%) of revenue generated from \$10,000 to \$14,999 per month.
- Seventy percent (70%) of revenue generated from \$15,000 and above per month.

Hourly Compensation for Meetings: The Employee will be paid \$50 per hour for time spent in team meetings.

Statutory Holiday Pay: The Employee will be compensated for statutory holidays according to the Employment Standards Act, 2000 (Ontario) ("ESA"). Calculation for statutory pay will be the previous two pay periods (4 weeks) divided by 20.

Unpaid Efforts: The Employee acknowledges that efforts aimed at improving the clinic's presence within the community or online are voluntary and will not be compensated.

The above compensation rate may remain in place for three years with a 6 month and annual review to determine its appropriateness for both the employee and employer. If changes to the above compensation are to be made, it will be through negotiation between the employee and the employer and a signed amendment to this contract. Increases to compensation will, for the most part, be achieved through an increase in clinic billing rates when deemed necessary/appropriate by the company.

5. Benefits and Other Terms:

Foregone Benefits: The Employee agrees to forego the following benefits:

- Paid breaks/charting time
- Paid vacation
- Education fund

6. Vacation:

6.1 Statutory Holidays: The Employee may choose to work on statutory holidays. If the Employee opts to work on a statutory holiday, their compensation for the hours worked will be calculated based on the escalator structure outlined in Section 4. If the Employee chooses to take a substitute day off instead, they will receive their regular statutory holiday pay.

6.2 Substitute Holidays: The Employee may decide to use substitute holidays at their discretion, subject to the Employer's approval.

6.3 Vacation Notice: The Employee agrees to provide at least one (1) months' notice prior to scheduling any vacation. The timing of the vacation is subject to the Employer's approval, taking into account the operational needs of the clinic.

6.4 Vacation granted will be 2 weeks per year.

7. Misrepresentation during Hiring Process:

You represent and warrant to the Company that all information provided by you to the Company in your resume, interview, or otherwise at any time during the hiring process is accurate and complete. The Company has relied upon all such information in deciding to offer you employment. If the Company determines that such information is not accurate and complete, and/or that you have somehow mislead or made any misrepresentations to the Company in your resume, application for employment or otherwise at any time during the hiring process, you hereby agree that the Company will have cause to immediately terminate your employment.

8. Policies, Practices, Procedures and Rules:

You will be bound by and will faithfully observe and abide by all of the policies, practices, procedures and rules of the Company from time to time in force that are brought to your attention or of which you should reasonably be aware. The Company reserves the right to implement new policies and change, amend, alter, delete or add to such policies, practices, procedures and rules from time to time, at its sole discretion, without notice and without payment of compensation in lieu of notice.

9. Exclusivity:

While employed by the Company, you will devote your whole working time, attention and ability to well and faithfully perform your duties and responsibilities for the Company, as well as promote the Company's best interests at all times. You will not, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, engage in, or be interested in, any other activity or business that will require your attendance or attention during your scheduled hours and/or which is, or may be, contrary to the interest of, or in competition with, the Company.

10. Sick Leave

10.1 The Employee is entitled to three (3) days of unpaid sick leave per year. Additional unpaid sick leave may be granted at the Employer's discretion, considering the severity and duration of the illness and the Employee's attendance record.

10.2 The Employee must notify the Employer as soon as possible if they are unable to work due to illness with two hours being the expected minimum.

11. Hours of Work:

The regular weekly work hours for your position will be 32.5 hours. For reference, your current hours of work are Monday to Friday 1:30 pm – 8:00 pm (these shifts are inclusive of a 30-minute unpaid break).

That said, the Company may require you to work specific daily or weekly hours from time to time based on business need (which may be in excess of 8 hours in a day or 44 hours in a workweek) and, by signing this Agreement, you hereby agree to work up to the maximum number of excess daily and weekly hours permitted under Ontario's *Employment Standards Act, 2000* or any successor or other applicable employment/labour standards legislation then in force in the province in which you are then employed by the Company (collectively, the "ESA") if so required by the Company.

12. Saturdays

The Employee agrees to work five (5) hours on Saturdays. The specific hours will initially be from 1:00 p.m. to 6:00 p.m., with a 30-minute unpaid break, resulting in four and one-half (4.5) available patient hours. The specific hours will be agreed upon by the Employee and Employer. For the first three (3) months, there will be a trial period to ensure that the hours are optimized to meet the needs of both the Employee and the business.

13. Changes to schedule

Employee requested changes to their schedule will be subject to approval by the Employer and evaluated on, but not limited to the following: business operations, expected business revenue, disruption to patient experience/servicing. Agreed upon changes will be implemented by the owner.

14. Confidentiality:

The Employee agrees to maintain the confidentiality of all patient information and any proprietary information of the Employer obtained during employment. It is a fundamental term and condition of your employment with the Company that you maintain the Company's confidential business information, as well as the personal information of clients to whom the Company provides service. Confidential business information includes information relating to services, business plans, bids, tenders, projections, marketing and development and any other aspect of the Company that is not publicly known.

15. Ability to Change Terms of Employment:

The Company may change your position, position title, duties, responsibilities, work location, working hours and/or compensation, from time to time in its sole discretion, to meet business needs. This includes, for greater certainty, either demoting or promoting you to alternative roles within the Company for which you have the skills and abilities. Any changes will be made in compliance with ESA timelines.

You acknowledge and agree that any substantial change made in accordance with this provision is not a constructive dismissal. All other changes can be made at any time, without notice and without payment of any compensation in lieu of notice. You agree that, in the event of any such change, except to the limited extent that the Company specifically advises you otherwise in writing, all other terms and conditions of this Agreement (including the Termination of Employment provisions below) will remain in full force and effect.

16. Temporary Layoff:

The Company may, from time to time in its sole discretion, place you on an unpaid temporary layoff for up to the maximum applicable durations then permitted by the ESA. You agree that such temporary layoff will not constitute, nor otherwise trigger, a termination or severance of your employment with the Company, unless and until such temporary layoff exceeds such maximum applicable durations.

17. Termination of Employment:

While we certainly hope that your employment with the Company will be long and mutually rewarding, we cannot, nor are we prepared to, guarantee your employment for any specific term or duration. Your employment can, therefore, be terminated as follows:

- (a) You may terminate your employment at any time upon giving four (4) weeks' written notice to the Company of your resignation. The Company, in its sole discretion, may choose to waive this notice, in whole or in part.
- (b) The Company may terminate your employment at any time, for cause, without notice and without payment of any compensation in lieu of notice. If the Company terminates your employment with cause and it is subsequently determined that such termination was without cause, you shall only be entitled to the payments and other entitlements as set out in subsection (c).
- (c) The Company may terminate your employment without cause, at any time after completion of your Probationary Period, upon providing you with your entitlements as set out under the ESA, plus one additional week's notice for each year of completed employment. These payments constitute full satisfaction of any and all entitlements owed to you by the Company, either under statute or at common law.

18. Return of Property:

Upon the termination of your employment or upon any earlier request by the Company, you will immediately return to the Company all keys, access cards, tools, manuals, benefit cards, electronic devices, software, object codes, equipment, books, reports, documents, effects, money, securities, and other property of any kind belonging to the Company, or for which it is accountable to others, and all copies thereof (paper, electronic or otherwise), which are in your possession or under your control.

19. Intellectual Property

19.1 Any inventions, innovations, improvements, developments, methods, processes, programs, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to the Employer's actual or anticipated business, research and development, or existing or future products or services and which are conceived, developed, or made by the Employee while employed by the Employer (collectively referred to as "Work Product") belong to the Employer.

19.2 The Employee hereby assigns to the Employer all right, title, and interest in and to any and all Work Product created or conceived during work time and agrees to promptly disclose such Work Product to the Employer.

19.3 Any intellectual property or creative work conceived, developed, or made by the Employee outside of their standard work hours and not using the Employer's resources, even if it is related to the Employee's profession or the Employer's general area of business, shall remain the sole property of the Employee unless it was expressly commissioned by the Employer and agreed upon by the Employee in writing as part of the Employee's duties. However, the Employee agrees that such work must not conflict with any obligations or responsibilities outlined in this Agreement, including but not limited to confidentiality, non-compete, and non-solicitation provisions.

20. Performance Reviews

20.1 The Employer will conduct annual performance reviews of the Employee. These reviews will evaluate the Employee's performance, set goals for the upcoming year, and may be used as a basis for adjusting compensation or responsibilities.

20.2 The Employee agrees to participate in these reviews in good faith and work towards achieving mutually agreed-upon goals.

21. Patient Care Prioritization:

The Employee agrees that patient care and well-being are the primary responsibilities. While the revenue-based compensation model incentivizes performance, it must not compromise the quality of care provided. The Employer and Employee commit to upholding the highest standards of patient care and ethical practice.

22. General Provisions:

- (a) This Agreement (which includes all documents referenced and/or attached hereto), represents the entire agreement between you and the Company with respect to your employment with the Company, and cancels and supersedes any prior understandings and agreements, whether oral or written, express or implied, with respect to such employment.

- (b) All changes to this Agreement must be set forth in writing and signed by both you and the Company (except to the limited extent that such change is specifically permitted by this Agreement), failing which the change will not be valid or binding on the Company.
- (c) No waiver of any breach or default of any provision in this Agreement will be effective or binding, unless it is made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach or default waived.
- (d) In the event of any inconsistency between the terms and conditions of employment set out in this Agreement and that of any other policy, practice, procedure or rule of the Company, the terms of this Agreement shall govern the term / condition that is otherwise inconsistent.
- (e) In the event that any provision of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability will attach only to such provision or part of such provision and the remaining part of such provision and all other provisions in this Agreement will continue in full force and effect. Similarly, in the event that any provision or part of this Agreement is determined to be invalid or unenforceable for failing to meet your minimum entitlements under the applicable provisions of the ESA, it is understood and agreed between you and the Company that your entitlements in respect of the subject matter to which the invalid or unenforceable provision applies will be strictly limited to your minimum entitlements under the applicable provisions of such legislation.
- (f) This Agreement will ensure to the benefit of, and be binding upon, your heirs, executors, administrators and legal personal representatives and the successors and assigns of the Company, respectively. You hereby acknowledge and agree that the Company may, at its sole discretion, assign its rights under this Agreement to any associated or related entity of the Company and/or to any third party to whom the Company has sold all, or part, of its business.
- (g) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

23. Non-Solicitation

23.1 During the term of employment and at all times following the termination of employment, regardless of the reason for termination, the Employee agrees not to directly or indirectly:

- (a) Solicit or attempt to solicit any clients or patients of the Employer for their own benefit or the benefit of any third party
- (b) Solicit or attempt to solicit any employees of the Employer to leave their employment.

23.2 This provision does not prevent the Employee from providing services to individuals who independently seek out the Employee's services without any solicitation.

24. Professional Development

24.1 While no education fund is provided, the Employer supports the Employee's professional development. The Employee may request up to three (3) unpaid days per year to attend relevant conferences or training, subject to the Employer's approval. Further days may be granted at the Employer's discretion.

24.2 The Employee is responsible for any costs associated with attending these professional development events.

25. Privacy and Data Protection

25.1 The Employee agrees to comply with all applicable privacy laws and regulations, including but not limited to the Personal Health Information Protection Act (PHIPA).

25.2 The Employee will take all reasonable precautions to protect patient data and the Employer's confidential information.

25.3 The Employee agrees to complete any training provided by the Employer regarding privacy and data protection.

26. Insurance

26.1 The Employee is responsible for maintaining their own professional registration and minimum professional liability insurance as per The College of Physiotherapists of Ontario standards.

26.2 The Employee must immediately notify the Employer of any incident that may give rise to a claim under the professional liability insurance.

27. Acknowledgements:

You hereby acknowledge and agree that:

- (a) You have had a reasonable opportunity to obtain independent legal advice with respect to this Agreement and, as such, you have either done so or freely chosen not to do so;
- (b) You have had sufficient time to carefully read, consider and fully understand all the provisions of this Agreement;
- (c) You are competent to execute this Agreement;
- (d) You freely and diligently pursued employment with the Company and, in particular, you were not solicited or induced away by the Company from other employment, nor were you promised employment with the Company of any term or duration;
- (e) The Company will not, nor will it be required to, recognize any part of your past period employment with any of your previous employers as being employment with the Company for any purpose whatever, including, but not limited to, your termination and/or severance entitlements;
- (f) Your decision to execute this Agreement has not been obtained by any duress and you have freely and voluntarily entered into this Agreement; and
- (g) You are not a party to any instrument, agreement, document, arrangement or other understanding with any person or any entity restricting:
 - (i) your ability to properly perform any or all of your obligations under this Agreement;
 - (ii) the use or disclosure of any confidential information; or
 - (iii) the provision of any employment, consulting, or other services.

If you wish to accept employment with the Company under the above terms and conditions, please sign the Acceptance at the bottom of both copies of this letter in front of a witness and return one copy of this document to the Owner before September 17th, 2024.

In the meantime, if you have any questions about any aspect of this offer of employment, please don't hesitate to contact the Owner.

We believe that you will find this position both challenging and rewarding and, on behalf of the Company, we look forward to working with you.

Yours truly,

Blair Purvis

Owner

On behalf of Movement Solutions Physiotherapy

ACCEPTANCE

I have carefully read, fully understand, and hereby voluntarily agree to and accept employment with Movement Solutions Physiotherapy under, the terms and conditions set out above.

SIGNED, SEALED & DELIVERED

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Witness

Kareem Hassanein

Date