



Capital Health

Healthy People, Healthy Communities

Contract

[#]

TITLE: *[Title of Contract]*

For the Capital District Health Authority

With:

[Proper Legal Description of Contracting Party]

[Address of Contracting Party]

**THIS AGREEMENT MADE ON THE [Keyboard] DAY OF [Keyboard] ,
20[Keyboard] AT HALIFAX, NOVA SCOTIA.**

- CONFIDENTIAL -

BETWEEN:

CAPITAL DISTRICT HEALTH AUTHORITY

(Hereinafter referred to as “CDHA”)

- AND -

[Proper Legal Description of Contracting Party and Address]

(Hereinafter referred to as the “Supplier”)

WHEREAS CDHA called for proposals on the [Keyboard] day of [Keyboard] , 20[Keyboard] for the provision of [Describe RFP Generally] to CDHA through RFP#[Keyboard] (“RFP”);

WHEREAS CDHA has accepted (subject to qualifications in Schedule “A”) the proposal of the Supplier dated [Keyboard] , the parties agree as follows:

1. TERM

This Agreement, or Contract, whichever term is used, will be in effect commencing [Start Date] and ending [End Date] **inclusive**.

Completion of the Work by the Supplier or termination of this Agreement pursuant to Section 13 (Termination) shall in no way relieve or be deemed to relieve the Supplier from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not limited to Confidentiality, Intellectual Property and Indemnification.

Deleted: 12

2. STATEMENT OF WORK

The services and work to be performed shall be in accordance with the RFP Statement of Requirements and Supplier's response to the RFP as amended by the parties where applicable (“RFP Response”), a description of which is attached as Schedule “A”. The RFP Response is hereby incorporated by reference and forms an integral part of this Agreement (hereinafter referred to as the “Work”).

3. DELIVERY

The Supplier shall deliver the items as referred to in the RFP and/or the RFP Response, and these items shall conform to the standards and specifications set out in the RFP.

4. CONTRACTING AGENT

The Contracting Agent is the contracting officer below and is responsible for the management of this Agreement. Any changes to the Agreement must be authorized in writing by the Contracting Agent. The Supplier is not to perform work in excess of or outside the scope of this Agreement based on verbal or written requests or instructions from any personnel other than the officer designated below:

[Keyboard]

Capital District Health Authority
VG Site, Bethune Bldg.
1278 Tower Road, 8th Floor
Halifax, NS B3H 2Y9
Telephone: (902) [Keyboard]
Facsimile: (902) [Keyboard]
E-mail: [Keyboard]

5. TECHNICAL CONTACT

The CDHA's Technical Authority shall be the Inspection Authority. All reports, deliverables, documents, goods and all services rendered under this Contract shall be subject to inspection by the Inspection Authority or its designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority shall have the right to reject it or require its correction at the sole expense of the Supplier before recommending payment. Any communication with a Supplier regarding the quality of Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

[Keyboard]

[Keyboard] , [Title]

Capital Health

[Address]

Telephone: [Keyboard]
Facsimile: [Keyboard]
E-mail: [Keyboard]

6. INDEPENDENT CONTRACTOR

The parties hereby agree and acknowledge that the Supplier is engaged as an independent contractor and is not nor shall it be deemed to be an employee or agent of CDHA.

7. ACCOUNTS AND AUDIT

The Supplier shall keep proper accounts and records of the cost to the Supplier of the Work and of all expenditures or commitments made by the Supplier in connection therewith, and shall keep

all invoices, receipts and vouchers relating thereto. The Supplier shall keep such accounts, records, invoices, receipts or vouchers for a period of two years following completion of this Agreement or termination of the Supplier's services.

All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection (a) be open to audit, inspection and examination by the authorized representatives of CDHA, who may make copies and take extracts thereof. The Supplier shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of CDHA may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

8. REPRESENTATIONS AND WARRANTIES

The Supplier hereby warrants and represents that it has full right, power, and authority to enter into and fully perform all aspects of this Agreement without impediment. If the Supplier is a corporation, it shall continuously be a corporation in good standing in the jurisdiction of its incorporation.

9. INDEMNIFICATION

The Supplier shall indemnify and save harmless CDHA and its Affiliates, its officers, employees, independent Suppliers, subcontractors, agents, and assigns from all cost, losses, damages, judgements, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature including proceedings of any kind or nature for the infringement or alleged infringement of any intellectual property right or patent based upon the use of anything or invention protected by any intellectual property protection, based on, occasioned by, or attributable to anything done or omitted to be done by the Supplier, its directors, officers, employees, independent Suppliers, subcontractors, members, partners, volunteers, agents, and assigns in connection with this Agreement.

10. INTELLECTUAL PROPERTY

[Choose one of the following]

All drawings, specifications, reports, calculations and other documents prepared by the Supplier pursuant to this Agreement (the "Work Product") are the property of CDHA, whether the work is executed or not. The Supplier hereby transfers, assigns and quit claims all right, title and interest, including but not limited to all patent, trade-mark, copyright, design right, trade secrets and other intellectual property of any nature or kind whatsoever in the Work Product. The Supplier represents and warrants that all moral rights and other residual rights in the Work Product have been waived in writing, in favour of CDHA.

[- OR -]

[Intentionally Deleted]

11. PERSONAL INFORMATION

[Choose one of the following]

The Supplier acknowledges that information about identifiable individuals, including but not limited to patients of CDHA ("Personal Information") has or is being disclosed to the Supplier for the sole purpose of the Supplier providing goods and/or services to CDHA pursuant to this Agreement. Accordingly, the Supplier shall exercise all reasonable precautions (and in no event less than those generally used in the health care industry) to protect Personal Information from unauthorized access, disclosure, copying, use or modification and, in any event, treat any information which is "personal information" as defined in the *Personal Information Protection and Electronic Documents Act* (Canada) (or substantially similar legislation enacted in Nova Scotia) and the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), as amended, in accordance with these Acts. The Supplier agrees to maintain a privacy policy, acceptable to CDHA and to indemnify CDHA for all damages, costs and expenses incurred by CDHA as a result of a failure of the Supplier comply with its obligations under this Section.

The Supplier further agrees:

- (a) to use the Personal Information for the sole purpose of providing goods and/or services to CDHA pursuant to this Agreement and not to use the Personal Information for its own benefit and not to disclose the Personal Information or the knowledge of the existence of the Personal Information and use by the Supplier to any other third parties, without CDHA's prior written consent;
- (b) upon request of CDHA, to cease any and all use of the Personal Information and to return or destroy the Personal Information in a manner agreed to by CDHA;
and
- (c) upon reasonable request of CDHA, to provide information pertaining to the Supplier's handling of Personal Information demonstrating that the Supplier is compliant with relevant legislation regarding Personal Information, including, but not limited to:
 - (i) the Supplier's privacy policy; and
 - (ii) information regarding any complaints against the Supplier to federal or provincial privacy commissioners or provincial departments of health.

[- OR -]

[Intentionally Deleted]

12. CONFIDENTIALITY

The Supplier shall further keep private, treat as confidential, and not make public or divulge during as well as after the term of this Agreement, any information or material to which the Supplier, its directors, officers, employees, independent Suppliers, subcontractors, members, partners, volunteers, agents, and assigns become privy as a result of acting under this Agreement, without the prior written consent of CDHA.

13. TERMINATION

The following termination conditions shall apply to this Agreement:

- (a) Termination For Convenience. Notwithstanding anything contained in this Agreement, the parties may, at any time prior to the completion of the Work, by mutual consent terminate the Agreement as regards all or any part of the Work not completed.
- (b) Termination By CDHA for Cause. Where the Supplier is in default in carrying out any of its obligations under this Agreement, CDHA may, upon giving written notice to the Supplier, terminate for cause the whole or any part of this Agreement, either immediately, or at the expiration of a cure period specified in the notice if the Supplier has not cured the default to the satisfaction of CDHA within that cure period.
- (c) Termination Due to Bankruptcy. Where the Supplier becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Supplier, or an order is made or a resolution passed for the winding up of the Supplier, CDHA may upon giving notice to the Supplier, immediately terminate for cause of the whole or any part of this Agreement.
- (d) Termination by Supplier for Non-Payment. Supplier shall only be entitled to terminate this agreement in the event of non-payment of fees by CDHA and provided that Supplier provides CDHA with 30 days written notice of such failure to pay such fees and the opportunity to cure any non-payment. In the event of a bona fide dispute regarding the payment of fees, the Supplier shall continue the Work pending resolution pursuant to the dispute resolution process contained in Section 15.

14. LIMITATION OF LIABILITY AND DAMAGES

In the event this Agreement is terminated, the liability of CDHA is limited to product actually delivered and accepted up to the termination date and specific Work actually conducted prior to the delivery of the notice of termination. In no event shall CDHA be liable under or in connection with this Agreement for any loss of profit, loss of business opportunity, consequential or indirect damages, exemplary or punitive damages, whether or not the possibility of such loss or damages was disclosed to or could have reasonably been foreseen by such party.

15. FORCE MAJEURE

The Supplier shall not be liable for failure to provide the services pursuant to the RFP and RFP Response, if such failure is due to causes beyond its reasonable control if and only if CDHA is notified within five (5) days in writing of the existence of such a failure, its causes and the reasons for it being beyond the reasonable control of the Supplier.

16. JURISDICTION AND ATTORNMENT/ARBITRATION

In the event the parties are unable to reach a settlement of any dispute arising out of this Agreement, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the rules under the *Commercial Arbitration Act* (Nova Scotia). If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the *Commercial Arbitration Act* (Nova Scotia).

The parties hereby agree that this Agreement and the provisions hereof shall be construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada.

17. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions are set out in Schedule "B", which is incorporated by reference and forms an integral part of this Agreement:

- (a) BASIS OF PAYMENT
- (b) METHOD OF PAYMENT
- (c) INVOICING INSTRUCTIONS
- (d) INSURANCE
- (e) REPORTING
- (f) ERRORS AND OMISSIONS

18. MISCELLANEOUS

- (a) Headings. The headings used in this Agreement are for the convenience of reference only and shall not be used in the construction or interpretation of this Agreement.
- (b) Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or unenforceability of the other provisions hereof.
- (c) Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- (d) Waiver. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.
- (e) Entire Agreement. This Agreement and the Schedules attached hereto or referred to herein constitute the entire agreement and understanding by and between CDHA and the Supplier, and no representations, promises, agreements or understanding, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

IN WITNESS HEREOF, the parties hereto have executed the Agreement on the date first above written:

CAPITAL DISTRICT HEALTH AUTHORITY

Per: _____ Date: _____

[Proper Legal Description of Contracting Party]

Per: _____ Date: _____

Position:

Per: _____ Date: _____

Position:

SCHEDULE "A"
STATEMENT OF WORK

[Insert RFP Terms Here]

- CONFIDENTIAL -

SCHEDULE "B"

TERMS AND CONDITIONS

1. BASIS OF PAYMENT

The Supplier will be paid the cost reasonably and properly incurred in accordance with the Work as follows:

Labour: [\[Provide Details\]](#)

[\[Other Direct Costs Without Mark-Up:\]](#)

NOTE: [\[Provide Notes if Necessary\]](#)

2. METHOD OF PAYMENT

Payment by CDHA for the Work shall be made within:

- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Supplier under the terms of the Contract has been completed; or
- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; whichever is later.

If CDHA has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, CDHA shall notify the Supplier of the nature of the objection. "Form of the invoice" means an invoice that contains or is accompanied by such substantiating documentation as CDHA requires.

3. INVOICING INSTRUCTIONS

- (a) Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under this Agreement.
- (b) Monthly Consolidated Invoices must be submitted on the Supplier's own invoice form and must be prepared to show:
 - (i) the date;

- (ii) name and address of EACH COST CENTRE;
- (iii) item/reference number, **monthly reports** and/or description of the Work;
- (iv) Agreement serial number and financial codes;
- (v) the amount invoiced (exclusive of HST) and the amount of HST, as appropriate, shown separately.

4. INSURANCE

The Supplier shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Nova Scotia and in forms and amounts acceptable to CDHA:

- (a) Professional Liability, where applicable, in an amount not less than **[TBD]**, per claim in the aggregate for this Agreement (for each firm) insuring his liability for errors and omissions in the performance of his professional services including all the Suppliers.
- (b) Comprehensive General Liability in an amount not less than **[TBD]**, inclusive per claim in the aggregate against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include, but not be limited to non- owned automobile liability and employees as additional insureds.
- (c) Automobile Liability on all vehicles owned, operated or licensed in the name of the Supplier in an amount of not less than \$ 1,000,000.
- (d) "All-Risks" Valuable Papers and Records Insurance on all such items pertaining to the Work in an amount adequate to enable their reconstruction.

All insurance policies shall state that the coverage provided will not be changed in any material way, cancelled or terminated until 30 days after written notice of such change, cancellation or termination has been given to CDHA. The Supplier shall, upon CDHA's request, provide CDHA with acceptable evidence of all required insurance prior to the commencement of the Work and shall promptly provide CDHA with a certified true copy of each policy.

5. REPORTING

Suppliers shall provide to the Contracting Authority and the Technical Authority the reports in the following format.

[Insert Detailed Description of Reporting Requirements]

6. ERRORS AND OMISSION

It shall be the responsibility of the Supplier to correct, free of charge or expense to CDHA, any work resulting from errors or omissions by the Supplier, its employees, agents or subcontractors.

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