SERVICES AGREEMENT

THIS AGREEMENT made as of the ● day of ●, ●.

BETWEEN:

Reconnect Mental Health Services
("Reconnect")

- and -

●
("Vendor")

Background

A. In an effort to improve upon existing decision support capabilities with the Toronto Central Local Health Integration Network **("TC LHIN")**, the Community Business Intelligence **("CBI")** Project supports the collection of information from health service providers **("HSPs")** that will be able to be used for reporting at the individual and aggregate level, on a non-identifying basis.

B. A CBI Tool is being developed that will provide reporting to both HSPs and the TC LHIN, with the current scope being HSPs within the Community Mental Health, Community Addiction and Community Support Services sectors which receive funding from the TC LHIN.

C. Reconnect is the lead agency for the CBI Project and is contracting with Vendors to assist HSPs in adding in the requisite functionality to their client management system to enhance the collection of data that will be used in the future to generate reports for HSPs and the TC LHIN.

D. Reconnect requires the skills and expertise of Vendor to perform the Services to HSPs, as more particularly described in the Statement of Work attached as Schedule "A" to this Agreement (which forms part of this Agreement), and that the Vendor wishes to perform the Services on the terms and conditions in this Agreement.

FOR VALUE RECEIVED, the parties agree as follows:

1. **Engagement.**

   a) Reconnect engages Vendor, and Vendor agrees to be so engaged, as an independent contractor to Reconnect and to the HSPs in accordance with the terms and conditions of this Agreement.

   b) Vendor shall be directly accountable to the Reconnect representative set out in Section 14 for performance in this Agreement, and to the representative to be designated by each HSP for day-to-day operational matters and instructions pertaining to the Services.

   Description of Services. The services to be provided by Vendor are to add the functionality of the CBI XML schema and requirements outlined in the *User Implementation Guide Version 1.03* for the Schema to the HSPs set out in Schedule A in accordance with the provisions of such Statement of Work (**"Services")**. Vendor shall perform such Services at all times:

   a) in good faith, in full compliance with all laws and regulations pertaining to the Services; and

b) in a conscientious and professional manner to the best of its skill and knowledge, with the competence of professionals providing similar services.

2. **Changes to the XML Schema.** If significant changes (as determined by Reconnect) are required to the XML schema, the Parties shall execute an amendment to this Agreement.

3. **Fees.**

a) In consideration of the Services to be provided by Vendor, Reconnect agrees to pay to Vendor the fees **("Fees")** described in Schedule B. All federal and provincial sales taxes (HST/PST) are excluded and shall be shown separately on Vendor's invoice, if applicable. Vendor agrees not to charge Reconnect any late payment charges should the parties be in dispute over the correctness of an invoice.

b) Vendor acknowledges and agrees that HSPs are not to incur fees from Vendor as a result of the CBI XML schema implementation.

4. **Confidentiality.** Vendor agrees that, except as required to perform the Services or with the prior written approval of Reconnect, it will not disclose to any person, firm, corporation or other entity any Confidential Information that belongs to Reconnect or an HSP and that becomes known to Vendor as a result of its involvement with Reconnect or the HSP in connection with this Agreement. This obligation survives the termination or expiry of this Agreement. At the termination or expiry of this Agreement, Reconnect or an HSP may require the return of any Confidential Information provided by Reconnect or an HSP to Vendor.

5. **Personal Health Information.**

a) "PHI" has the meaning set out in the *Personal Health Information Protection Act, 2004* **("PHIPA")** and includes identifying information about an individual in oral or recorded form, if the information relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family, relates to the providing of health care to the individual and the individual's health number.

b) If Vendor requires access to PHI in the course of providing Services, Vendor shall comply with PHIPA and the policies, procedures and any contractual requirements of the HSPs with respect to such PHI.

c) In the event that Vendor gains unauthorized access to PHI under this Agreement, Vendor shall at the first reasonable opportunity:

i) notify Reconnect and the HSP to which the PHI relates, by telephone, followed by written notice;
ii) if the PHI has wrongfully come into the possession of Vendor, return all copies of the PHI to the HSP to which it relates and, if applicable, ensure that such PHI has been permanently removed from any media or hardware on which it was stored;
iii) hold such PHI in the strictest confidence and ensure that its personnel hold it in the strictest confidence; and
iv) cooperate with Reconnect and the HSP to deal with such unauthorized access.

6. **Conflict of Interest.** During the term of this Agreement, Vendor shall obtain the written consent of Reconnect prior to performing, entering into or pursuing any other consulting engagements that could reasonably result in an actual, potential or perceived conflict between Vendor's interests, its other clients' interest(s), and the interest of Reconnect under this Agreement; or interfere with or adversely affect the performance of Vendor's obligations under this Agreement.

7. **Term.** Unless earlier terminated, this Agreement commences on the date of this Agreement and ends on the date on which Vendor has completed providing the Services as required pursuant to the terms of this Agreement including the Statement of Work.

8. **Termination.** Reconnect will be entitled to immediately terminate this Agreement without further notice or penalty in the following circumstances:

a) the failure of Vendor to carry out a material duty or obligation under this Agreement, which default is not cured to the satisfaction of Reconnect within seven days of providing notice in writing to Vendor detailing the nature of the default;
b) the bankruptcy or insolvency of Vendor or if Vendor seeks the protection of any law for bankrupt or insolvent debtors;
c) Reconnect provides Vendor with two weeks' written notice of termination; or
d) mutual agreement of both parties to terminate the Agreement.

Vendor shall be entitled to be paid for any Services rendered to the reasonable satisfaction of Reconnect prior to the effective date of termination of this Agreement. Vendor shall return any monies paid for Services that have not been completed as at the termination date within two days of a written request from Reconnect.

9. **Indemnity.**

a) Vendor shall indemnify and hold harmless Reconnect against any and all third party civil or administrative actions, claims or proceedings, including reasonable legal fees, incurred by Reconnect in connection with the negligence or willful misconduct of Vendor or any person for whom it is responsible at law in the course of providing the Services including any subcontractors and assignees, on the condition that Reconnect provides prompt written notice of any claim that might give rise to such liability and co-operates in the defence of such claim, including the provision of material documentation in compliance with applicable legislation. Reconnect shall provide reasonable assistance to Vendor to assist its defence of the claim, at Vendor's expense.

b) Vendor shall also indemnify and save harmless Reconnect against any and all claims or liabilities of any kind whatsoever arising from any third party suit or proceeding brought against Reconnect for the alleged infringement of any copyright, trademark, trade secret or other intellectual property or proprietary right, where such infringement has arisen out of Vendor's performance of the Services.

c) The obligations under this Section survive the termination or expiry of this Agreement.

10. **Insurance.** Vendor agrees to maintain and pay for adequate liability insurance at minimum as set out below:

a) Commercial General Liability Insurance for third party bodily injury, personal injury and property damage to an inclusive limit of not less than five million dollars ($5,000,000) per occurrence and not less than five million dollars ($5,000,000) in the annual aggregate.

b) Errors and Omissions Liability Insurance insuring liability for errors and omissions of the personnel of Vendor in the performance or failure to perform the Services in the amount of not less than two million dollars ($2,000,000) per claim and in the annual aggregate.

11. **Relationship.**

a) Nothing in this Agreement constitutes Reconnect and Vendor as partners or joint venturers, nor shall either party hold itself out as an agent of the other party. Vendor does not have the authority to bind Reconnect.

b) Nothing in this Agreement constitutes Reconnect and the HSPs as partners or joint venturers. Vendor acknowledges that Reconnect is contracting in its role as lead agency for the CBI and that Reconnect's sole obligation under this Agreement is payment for the Services completed to the satisfaction of Reconnect.

12. **Assignment/Subcontracting.** If Vendor assigns or subcontracts all or any part of the Services, Vendor shall remain fully liable for all of the obligations hereunder and shall ensure that any assignee or subcontractor agrees to be bound by the obligations under this Agreement, including provisions related to PHI and the Services.

13. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario.

14. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by personal delivery/courier, fax or registered mail to the other party at its address indicated below. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by fax (as evidenced by a transmission confirmation), or on the fifth day following mailing.

For Reconnect: Mohamed Badsha, Chief Operating Officer Reconnect Mental Health Services 56 Aberfoyle Cres. 4th Floor Etobicoke ON M8X2W4 **Phone:** (416) 558-6891 **Fax:** 416 248 6557 **Email:** mbadsha@reconnect.on.ca **With a copy to the Chief Executive Officer of the HSPs** that are the recipient(s) of the Services.	***For Vendor:*** ● **Phone:** ● **Fax:** ● **Email:** ●

15. **Severability.** Each of the provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision will not affect the validity or enforceability of any other provision of this Agreement.

16. **Waiver.** The failure of either party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights, and these rights shall continue in full force and effect.

17. **Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labour difficulties, war, or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. If, however, Vendor's performance is delayed for more than one (1) month from the date of such circumstances arising, Reconnect may terminate this Agreement and, at its option, procure the Services elsewhere.

18. **Entire Agreement.** This Agreement, including Schedules A and B, contains all of the agreements, representations and understanding of the parties and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by duly authorized officers of each party.

19. **Counterparts**. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

The Parties agree to the provisions of this Agreement as of the date first above written.

Reconnect Mental Health Services	[Name of Vendor] ●
_____	_____
Signature	Signature
_____	_____
Title	Title

SCHEDULE A
STATEMENT OF WORK

[Attach Statement of Work]

SCHEDULE B
FEES AND PAYMENT TERMS

The Fees payable for the Services are $ ● (Canadian dollars), exclusive of federal and provincial sales taxes. All applicable federal and provincial sales taxes shall be shown separately on Vendor's invoice. Vendor shall provide its HST registration number on each invoice.

Vendor shall submit invoices to Reconnect's Accounts Payable office

Upon signing of this Services Agreement by Vendor and Reconnect and the delivery of an invoice from Vendor to Reconnect, 50 per cent of the Fees shall be flowed to the Vendor.

Upon successful validation by Vendor with the data repository (as confirmed by the Drug and Alcohol Treatment Information System Program (DATIS) of Centre for Addiction and Mental Health), the remaining 50 per cent of the fees will be provided to the Vendor within 30 days of such successful validation.

Vendor acknowledges and agrees that after the validation, Vendor shall complete its implementation of the Services. Should Vendor delay the implementation of the Services or not complete the Services, the amount of the Fees allocable to the uncompleted Services shall become a debt due and owing to Reconnect, and Vendor shall repay such amount to Reconnect within two days of the written request for repayment by Reconnect.