



## **Scarborough Centre for Healthy Communities (SCHC)**

**And**

## **TransCare Community Support Services (TransCare®)**

Request for Proposal – Integration Business Case

March 8, 2017

RFP #: **SCHC\_TransCare\_2017\_03\_08\_001**

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## 1.0 INTRODUCTION

Scarborough Centre for Healthy Communities (SCHC) is a non-profit charitable organization and a multiservice community health organization that supports the health care needs of Scarborough's at-risk population. They provide primary care through its community health centre, services to seniors through its community support services, and help individuals and families lacking basic needs through its social support services. The organization meets the holistic health needs of the communities of Scarborough by addressing many aspects of health including physical, mental, social, financial and environmental. SCHC serves six of the priority neighbourhoods within the City of Toronto identified by United Way in their Strong Neighbourhood Report of 2005. SCHC serves clients from prenatal to end of life, with many clients being newcomers, living in poverty, with several chronic conditions, facing social isolation, afflicted with mental health and addictions issues. Predominant languages of their clients are English, Tamil, Hindi and Chinese. More than 40% of SCHC's clients are older than 65 years of age.

TransCare Community Support Services (TransCare®) is a non-profit charitable organization and a multiservice community support services organization that provides quality support services that improve health and well-being in the community. The organization serves four priority neighborhoods within the City of Toronto – Scarborough Region identified by the United Way in their Strong Neighbourhood Report 2005. Clients are seniors and younger adults with disabilities (mental, medical, or physical). The catchment area has a high prevalence of chronic health conditions such vascular disease including diabetes, high blood pressure and heart disease; mental health and addictions; and palliative and end of life care needs. Programs are designed to improve or maintain cognitive, social, emotional and physical functions. Client Intervention and support strategies range from immediate assistance in crisis situations, to navigation of the health care system, to finding long-term solutions to needs that impact health and well-being.

### 1.1 Award

The award will be made in accordance with the contents of the Request For Proposal (RFP). The award to the successful firm is subject to approval by the Board of Directors of SCHC and TransCare®.

### 1.2 Integration Vision

SCHC and TransCare® share an interest in exploring opportunities for integration that will lead to:

- Improved client access to high-quality services;
- Improved client and caregiver experience;
- Improved patient outcomes to care, and support health promotion and wellness;
- Enhanced infrastructure required to support both fundraising and volunteering resources;
- Responsive, SMART systems that are tailored to individual clients and caregivers;
- Enhanced management and back office (HR planning, IT investment) resources to identify, monitor and achieve improved performance;
- Readiness for future health system transformation; and
- Increased value by making the best use of the public's investment.

### 3.1 Integration Principles for Development of the Business Case

SCHC and TransCare® agree that the following fundamental principles will form the integration discussions and decision:

- All current client services will be maintained or increased;
- There will be no layoffs of employees, except through attrition or retirement;
- Any savings achieved through this integration strategy will be used to invest in initiatives to enhance and/or close gaps in service delivery and,
- The cost of integration should pay for itself through new efficiencies within a defined period to be identified in the Business Case.

## 2.0 DELIVERABLES

### 2.1 Description of Deliverables

In Scope:

Development of a business case related to the models of integration, through the analysis of key organizational documents, environmental scan and interviews with senior staff and Board of Directors, the business case will assess:

- the opportunities and models of integration;
- risk matrix for each model of integration with corresponding risk mitigation strategies;
- the costs benefits analysis of each integration model

### 2.2 Evaluating the Consultants Performance:

During the term of the contract, the Consultant's performance will be evaluated based on the following criteria:

- It is expected that the successful respondent to the RFP will keep to their fees as quoted. The proposal requirements have been drafted with the intent of providing to the Consultant's sufficient details to allow for the preparation of a detailed bid that incorporates the proposal's requirements. It is expected that the bids reflect these key requirements as any fees to be charged outside the scope of this proposal shall require the advance approval of the Integration Committee.
- It is expected that the consultant will be available throughout the engagement process and will provide regular updates to the Client Representative and/or Integration Committee as to the status of the business case and any issues that may arise.
- It is expected that the process will be carried out in the manner proposed. Any changes in which impact staff and/or other resources of SCHC and/or TransCare® shall be discussed with and agreed to by the Integration Committee.

### 3.0 PROPOSAL SUBMISSION GUIDELINES

#### 3.1 Communication subsequent to issuance of RFP

The Client Representative is:  
Ms. Jeanie Joaquin, Chief Executive Officer  
Scarborough Centre for Healthy Communities  
E-mail: [jjoaquin@schcontario.ca](mailto:jjoaquin@schcontario.ca)

Prospective Consultants are prohibited from contacting any staff or Board members to obtain any information pertaining to this RFP, RFP Process, or to demonstrate or justify the prospective Consultants' services or relay other benefits of doing business with SCHC and/or TransCare®. The Consultant shall not initiate contact with any member of the Integration Committee or any other staff unless specifically requested to do so by the Client Representative. Please note that prospective Consultants shall not engage in any entertaining of any staff or Board member connected with this RFP. Any prospective Consultants who fails to comply with this requirement will be disqualified from the bidding process.

#### 3.2 RFP Schedule

The following is a summary of the key dates in the RFP process.

Event	Date
RFP Release	March 8, 2017
Final Date for RFP Inquiries	March 16, 2017 at 5 p.m.
Responses to inquiries from prospective consultants	March 21, 2017 at 5 p.m.
RFP Closing Date	March 28, 2017 at 5 p.m.
Consultant's Interviews if requested by SCHC	Mid April 2017
Selection Completed (approximate date)	End of April 2017

The RFP schedule is tentative and may be changed by the Integration Committee at its sole discretion.

#### 3.3 When and Where to Submit a Proposal

To be eligible for consideration, proposals must be received by **5:00 p.m. Eastern Standard Time on March 28, 2017** via email to the attention of Jeanie Joaquin, Chief Executive Officer, [jjoaquin@schcontario.ca](mailto:jjoaquin@schcontario.ca).

Late proposals **will not** be accepted and will be deleted unread. It is the Consultants' responsibility to ensure that proposals are submitted on or before the RFP Closing Date.

- 3.4 **Withdrawal or Amendment of Proposal**  
A prospective Consultant's may withdraw or amend its proposal any time prior to the RFP Closing Date by email notice to the Client Representative at the email address noted above.
- 3.5 **Proposal Irrevocable**  
Subject to the prospective Consultants' right to withdraw or amend a proposal prior to the RFP Closing Date, proposals will be irrevocable by the prospective Consultant's and will remain in effect and open for acceptance by SCHC until 180 days, from such date.
- 3.6 **Addenda**  
The issuance of addenda will be the only method recognized for revisions to the RFP document. SCHC and TransCare® will make its best effort to issue addenda within a reasonable period of time on its website.
- 3.7 **Clarification and Verification of Proposal**  
The Integration Committee reserves the right to seek clarification and supplementary information from prospective Consultant's after the proposal submission deadline. The response received from a prospective Consultant's shall, if accepted by the Integration Committee, form an integral part of that prospective Consultants' submission.

The Integration Committee reserves the right to verify any Consultant's statement or claim by whatever means it deems appropriate and may reject any Consultant's statement or claim, if in the judgment of the Integration Committee, the statement or claim appears unwarranted or cannot be justified/verified.

- 3.8 **Consultant's Inquiries**  
All inquiries regarding this RFP should be directed via email to the Client Representative. The deadline for inquiries is 5:00 p.m., March 16, 2107. A summary of questions and answers to all prospective Consultants will be issued through email. Consultants who submit inquiries will not be identified in communication with other prospective Consultants.
- 3.9 **Conflict of Interest**  
Each proposal must include confirmation that the prospective Consultant does not and will not have any conflict of interest (actual or potential) in submitting its proposal, or if selected, with its contractual obligations under the contract. Where applicable, the prospective Consultant's must disclose in its proposal, information pertaining to any situation which may be a conflict of interest in submitting a proposal or, if selected, with the contractual obligations of the Consultant's under the contract. Each prospective Consultant's will sign and return an original copy of the Conflict of Interest Form attached in Schedule B.

The proposal of any prospective Consultant's may be disqualified where that Consultant's fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, SCHC and TransCare®, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any contract awarded to an Consultant's if SCHC and TransCare®, in their joint and absolute discretion, determines that the Consultant has made a misrepresentation regarding any of the above.

3.10 Type and Term of Contract for Services

The selected Consultant's will be required to enter into a Services Agreement with SCHC and TransCare® as set out in Schedule C.

3.11. Pricing and Taxes

The Integration Committee has an upset budget of \$20,000 plus HST for the deliverables identified in this RFP.

Prices shall be firm for the duration of the Services Agreement. The proposal price must include all incidental costs and the Consultant's shall be deemed to be satisfied as to all the full requirements of the RFP.

**4.0 RFP TERMS & CONDITIONS**

4.1 Reservation of Rights of SCHC and TransCare®

In addition to any other express rights or any other rights which may be implied in the circumstances, without liability, cost or penalty to SCHC and TransCare®, SCHC and TransCare® may at any time prior to or after the RFP Closing Date:

- (a) Waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (b) Waive irregularities in any prospective Consultant's proposal;
- (c) Check references other than those provided by a prospective Consultant's;
- (d) Disqualify a prospective Consultant whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (e) Disqualify a prospective Consultant or the proposal of a prospective Consultant who has engaged in conduct prohibited by this RFP;
- (f) Cancel this RFP process at any stage;
- (g) Cancel this RFP and issue a new RFP for the same or similar services;
- (h) Discuss with any prospective Consultants different or additional terms to those contemplated in this RFP or in any prospective Consultant's proposal;
- (i) Accept a prospective Consultant's proposal as is, or negotiate with any prospective Consultant's any new requirements or terms, or changes that may be deemed necessary; and
- (j) Reject any or all proposals at the absolute discretion of the Integration Committee.
- (k) Any amendment or supplement to this RFP will be communicated to interested parties in the same manner in which this RFP was issued.

- (l) Any reference to RFP in this document will mean this RFP and all addenda, amendments or supplements, if any.

#### 4.2 Costs

Each prospective Consultant will bear all costs associated with or incurred in the preparation and presentation of its proposal. Neither the failure of a prospective Consultant to understand the RFP, nor the Integration Committee's rejection of any or all proposals, will render SCHC and TransCare® and/or its respective affiliates liable for any costs, penalties or damages. No prospective Consultant's shall hold SCHC and TransCare® and/or its respective affiliates liable for any error or omission in any part of this RFP. SCHC and TransCare® does not guarantee or warrant that such information is accurate, comprehensive or exhaustive.

#### 4.3 Confidentiality

All information distributed in connection with this RFP is confidential, and is to be used for the sole purpose of completing proposals and are to be used for no other purpose unless prior written consent has been provided by the Integration Committee. All material and information distributed will remain the property of SCHC and TransCare® to be used at its discretion.

All candidates electing not to submit a proposal will dispose of any and all confidential information in a responsible manner.

#### 4.4 Governing Law

The RFP, the successful Consultant's proposal and every document that will be required to be executed by the parties pursuant to the RFP will be governed by the laws of Ontario and the laws of Canada applicable therein, without reference to their respective conflict of laws principles.

### 5.0 REQUIREMENTS FOR COMPLETION

#### 5.1 Mandatory Requirements

To be eligible for consideration, a prospective Consultant must be invited to submit a proposal for the provision of the Consultant's services for the Integration Committee.

The prospective Consultant must deliver the following:

One (1) proposal in electronic format using either MS Word or Adobe. The following is a list of mandatory items to be included in the proposal:

- (a) **Cover Letter:** An introduction to the prospective Consultant's firm and a clear statement that the Terms and Conditions of this RFP have been read, understood and agreed to in their entirety and confirming that the information provided in the proposal is accurate. The letter must also be signed by an authorized representative from the prospective Consultant's organization and include a clear statement noting that the individual signing the proposal has the authority to bind the prospective Consultant's firm.

**Company Profile:** A description of the business (including breadth of other similar assignments and clients: resources, support services available and relevant to this project) and contact details of the prospective Consultant's firm, including:

The full legal name of the prospective Consultant's firm;

Any other name under which the prospective Consultant's firm carries on business;

The address, telephone and facsimile numbers for the prospective Consultant's firm;

The name and title of a primary contact for all questions and clarifications arising from the RFP;

The address, e-mail, telephone and facsimile number for the primary contact;

The name and title of the proposed individual(s) who will be performing the services for SCHC and TransCare®; and

The proposed start date for performing the quoted services.

**Conflict of Interest Form:** Complete, sign and attach the Conflict of Interest Form included in Schedule B.

**References:** Include three (3) references in the proposal; include name, title, organization and telephone number for each reference. Preferably in the health care sector.

**Pricing Information:** Identify core and any special project fees for the provision of Consultant's services. All pricing information will be in Canadian funds.

## 6.0 EVALUATION OF PROPOSALS

### 6.1 RFP Evaluation Process

The evaluation of the proposals will be conducted by SCHC and TransCare® in five (5) stages. A proposal must meet the requirements of each applicable stage to proceed to the next stage.

- **Stage 1:** consists of validating that all proposal requirements are included and complete according to section 5.1 - Mandatory Requirements.
- **Stage 2:** evaluating the list of services in accordance with section 2.1 and compliance to the proposed timelines per section 3.2.
- **Stage 3:** evaluating pricing information in conjunction with services offered.
- **Stage 4:** consists of evaluating an oral presentation of the proposal by short listed prospective Consultants (if requested by the Integration Committee) and responding to questions by the evaluation team.
- **Stage 5:** consists of verifying reference information for the selected Consultant.

The points allocated to each stage of the evaluation process are as follows:

Stage	Evaluation Process	Percentage
1	Mandatory Requirements (section 5.1)	Pass / Fail
2	Service Requirements (section 6.2.1)	
	a) Compliance with stated qualification criteria.	5
	b) Relevant consulting experience of the firm and references	5
	c) Experience and qualification of personnel assigned to the project	10
	d) Description of planning and engagement approach	20
	e) Statement of understanding of the overall scope of the work	10
3	Pricing Information	30
4	Interview	20
5	Reference Verification	Pass / Fail

Each stage is evaluated separately and in sequential order.. A maximum of three (3) eligible prospective Consultants with the highest point scores in Stage 2 and 3 – Service Requirements may be invited to participate in Stage 4 – Interview.

**Special Note Regarding Stage 3 - Pricing**

The formula to be used for eligible Consultants for Stage 3 price evaluation is as follows:  
Maximum Points for Stage 3 Price Evaluation (30) x Lowest Price Proposal/ Eligible Price Proposal

Example:

Consultant A: \$15,000  
Consultant B: \$10,000  
Consultant C: \$20,000

**Calculation for Consultant A:**

Consultant A = \$15,000  
Lowest Proposal = \$10,000  
Maximum Price Points = 30 points  
Stage 3 Price Proposal Score: 20 points (30 x 10,000/ 15,000)

**Calculation for Consultant B:**

Consultant B = \$10,000  
Lowest Proposal = \$10,000  
Maximum Price Points = 30 points  
Stage 3 Price Proposal Score: 30 points (30 x 10,000/ 10,000)

**Calculation for Consultant C:**

Consultant C = \$20,000  
Lowest Proposal = \$10,000  
Maximum Price Points = 30 points  
Stage 3 Price Proposal Score: 15 points (30 x 10,000/ 20,000)

## 6.2 Selection of Consultant's

### Service Requirement Evaluation Criteria

The Integration Committee will make the award to the successful Consultant's. Final selection of an Consultant's may be based on, but not be limited to, a number of criteria. More points will be given to proposals that demonstrate the knowledge, experience and outcomes listed below:

- Consultants must have professional and related experience and qualifications;
- Relevant experience related to non-profit and/or health care sector organizations; at least one example provided;
- Identification of personnel assigned to project and related experience and qualifications;
- Statement of understanding of overall scope of the work;
- Demonstrate a commitment to meeting all reporting deadlines;
- Description of evaluation model; and
- Pricing Information.

## 6.3 Contract Award

The Integration Committee will make the award to the prospective Consultant who can provide the best solution for the stated scope. The selected Consultant's entire proposal will be evaluated and selected on the basis of the responses to all information requested in this RFP. The successful Consultant will be invited to enter into a Service Agreement with SCHC and TransCare®. Notice of selection to the successful Consultant's will be in writing.

## 6.4 Failure to Enter into Agreement

If the selected Consultant's fails to execute the Services Agreement within 30 days of notice of selection, SCHC and TransCare® may, in its sole and absolute discretion and without incurring any liability, either extend the time to execute a Services Agreement with the selected Consultant or completely rescind the selection of that Consultant.

## 6.5 Notification to Other Consultants

Once an Agreement is executed by the successful Consultant, SCHC and TransCare®, the other prospective Consultants will be notified in writing of the award of the contract to the successful Consultant.

## **SCHEDULE A**

### **SCHC'S GUIDING STATEMENT**

#### **MISSION:**

SCHC is dedicated to meeting the diverse, holistic health needs of the communities of Scarborough by addressing the physical, mental, social, financial and environmental aspects of their health. Through the promotion of healthy lifestyles and the delivery of a comprehensive range of culturally competent health and social services, we cultivate vital and connected communities.

#### **VISION:**

To be recognized by our clients, communities and partners as leaders in championing holistic health and wellness for the diverse populations of Scarborough.

#### **VALUES:**

- Inclusiveness
- Community Engagement
- Accountability
- Respect
- Equity

### **TRANSCARE®'S GUIDING STATEMENT**

#### **MISSION:**

To provide quality community support services that improve the health and wellbeing of seniors and adults with disabilities and chronic conditions.

#### **VISION:**

Clients can access a range of services to maintain healthy lifestyles.

#### **VALUES:**

- Accessible care
- A safe environment for client, staff and volunteers
- Client centered, best practice processes
- Volunteer spirit in the community
- Collaboration with other service providers

**SCHEDULE B**

**CONFLICT OF INTEREST FORM**

The Vendor must complete **either Part 1 or Part 2**, by marking the box in the appropriate section.

**Part 1:**

The Vendor declares that:

- (1) there was no Conflict of Interest in preparing its submission; and
- (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Request for Proposal.

**OR**

**Part 2:**

The Vendor declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Vendor foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Request for Services.

If the Vendor declares an actual or potential Conflict of Interest by marking the box in **Part 2** above, the Vendor must set out below details of the actual or potential Conflict of Interest:

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**Signature:**

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Officer of the Company

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Date

## SCHEDULE C



### PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (the “**Agreement**”) between XXXX (the “**Contractors**”) located at, XXXX and **Scarborough Centre for Health Communities (“SCHC”)** with an office at 629 Markham Rd, Unit 2, Scarborough ON M1H 2A4 and **TransCare®** with an office at 1045 McNicoll Avenue, Toronto ON M1W 3W6.

WHEREAS Contractor wishes to provide the Services, as defined below, to SCHC and TransCare® and SCHC and TransCare® wishes to retain the Contractor to provide the Services;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

- 1 Term and Termination.** The term of this Agreement and the appointment of the Contractor by SCHC and TransCare® is from XXXX (effective “**Date**”) and will remain in full force until XXXX unless otherwise extended by mutual agreement from the Effective Date (the “**Term**”). Notwithstanding the following, SCHC and TransCare® may terminate this Agreement upon ten (10) days’ notice in writing to the Contractor, without cost or penalty. If this Agreement is terminated in accordance with this Section 1, SCHC and TransCare® shall pay the Contractor for the Services (as defined below) satisfactorily performed, as reasonably determined by SCHC and TransCare®, up to the effective date of termination.
- 2 Scope of Work.** Contractor shall act as a non-exclusive Contractor for SCHC and TransCare® in respect of those services identified in the Statement of Work attached hereto as Schedule A (the “**Services**”). To the extent not already owned by SCHC and TransCare®, Contractor hereby assigns and transfers, and agrees that SCHC and TransCare® shall be the exclusive owner of, all of Contractor’s right, title and interest to any work product of Contractor from and after its creation by Contractor, including all intellectual property rights therein.
- 3 Compensation and Invoicing.** The rate(s) shall be fixed for the Term and SCHC and TransCare® shall not be obligated to compensate the Contractor beyond the fees set out in Schedule B attached hereto unless a separate agreement is entered into with respect thereto. The rates set forth in Schedule B are exclusive of all applicable taxes including, without limitation, applicable goods and services taxes (“**HST**”). The Contractor will invoice Contractor fees separately to SCHC and TransCare® each month containing sufficient detail of work performed to the applicable invoice, as per Schedule B attached. SCHC will pay all undisputed invoices within thirty (30) days of receipt. All references to currency herein are to lawful money of Canada.

#### 4 Independent Contractor.

- (a) The parties agree that the Contractor is an independent Contractor and this Agreement does not create nor constitute a partnership, agency or joint venture between the parties. Neither the Contractor nor its employees, subcontractors or agents (each a “**Contractor Representative**”), shall be considered or deemed agents, employees or workers of SCHC and TransCare® for any purpose, including without limitation, for applicable workers’ compensation and income tax legislation, nor shall they share in the benefits provided, or required to be provided, by SCHC and TransCare® to SCHC and TransCare® employees. Neither Contractor nor a Contractor Representative shall have any right or authority to bind SCHC and TransCare® by contract or otherwise or represent themselves as being employees or officers of SCHC and TransCare®.
- (b) The Contractor acknowledges and agrees that it is solely responsible for any and all payments required to be made and the performance of all other obligations respecting workers’ compensation insurance, withholding taxes, vacation pay, Canada Pension Plan, employment insurance, payroll taxes and such similar payments and obligations relating to Services provided by Contractor and the Contractor Representatives. The Contractor agrees to comply with all applicable laws, including employment standards, workers’ compensation, income tax, payroll tax and health and safety legislation.

#### 5 Contractor Personnel. SCHC and TransCare® shall have the right to interview and approve any Contractor Representative who will be assigned to perform the Services or any part thereof. SCHC and TransCare® shall be consulted before any Contractor Representative is withdrawn from the performance of Services by the Contractor.

SCHC and TransCare® shall also have the right, at any time and for any reason, to request the withdrawal of any Contractor Representative who is assigned to perform the Services or any part thereof and the Contractor shall withdraw such Contractor Representative as soon as practicable after SCHC and TransCare®’s request. In all cases in which a Contractor Representative is withdrawn, for any reason, the Contractor will assign a replacement Contractor Representative to SCHC and TransCare® immediately if required by SCHC and TransCare®. If a Contractor Representative is withdrawn for any reason during such individual’s first thirty (30) days on assignment, SCHC and TransCare® will not be charged for any Services provided by such withdrawn Contractor Representative.

#### 6 Background Checks. Contractor must ensure (i) criminal background checks are completed on all Contractor Personnel who will be performing Services under this Agreement onsite at SCHC and TransCare®’s premises and (ii) only those individuals passing the criminal background check are permitted to perform Services onsite at SCHC and TransCare®’s premises.

#### 7 Indemnity. The Contractor shall indemnify and save harmless SCHC and TransCare® and its directors, officers, employees, agents and representatives (collectively, the “**SCHC and TransCare® Indemnitees**”) from and against any loss, expense, cost, action, demand or claim which any SCHC and TransCare® Indemnitee may suffer or incur as a result of or in connection with: (i) the performance or non-performance by the Contractor of any of its obligations hereunder, or (ii) any breach of a Contractor’s covenant or any inaccuracy or misrepresentation in a Contractor’s representation and warranty contained herein, or (iii) Contractor’s breach of Section 4.

#### 8 Limitation of Liability. The limit of Contractor liability to SCHC and TransCare® for any

breach of this Agreement shall be limited to the direct damages arising from such breach and shall not exceed the greater of the aggregate value of all amounts paid or payable by SCHC and TransCare®.

Notwithstanding the foregoing, there shall be no limitation of liability in respect of damages to real property, injury (including death), to persons attributable solely to the negligent acts or omissions or wilful misconduct of the Contractor and Contractor Representatives.

**9 Representations and Warranties.** The Contractor represents and warrants to and covenants with SCHC and TransCare® that:

- (a) it shall provide the Services to the best of its ability and in a competent, professional and timely manner;
- (b) it has sufficient knowledge, qualifications, resources, skill and experience to perform the Services and shall use only fully trained and qualified personnel in the performance of the Services (the Contractor shall provide proof of its compliance with this subparagraph to SCHC and TransCare® upon request);
- (c) the Contractor has always operated, is operating and will operate in compliance with all applicable laws, including statutory requirements for licensing and registration and Contractor shall provide proof of such compliance to SCHC and TransCare® upon request;
- (d) Contractor or Contractor Representative(s) will not provide their own personal computers for use in connection with the provision of the Services and such personal computers are to be connected to SCHC and TransCare®'s network. In the event computers are to be connected to SCHC and TransCare®'s network is necessary to perform the Services, SCHC and TransCare® will provide such computers.

**10 Insurance.** The Contractor shall maintain, at minimum, \$2 million insurance coverage, or as may be required by law (whichever is greater), acting reasonably, including general liability insurance with respect to personal injury, death or property damage, and errors and omission. At SCHC and TransCare®'s option, the Contractor shall provide to SCHC and TransCare® proof of such insurance coverage prior to signing this Agreement. The Contractor shall provide SCHC and TransCare® with prior written notice of any cancellation, change or lapse of such insurance coverage, provided that, if such prior notice is not reasonably possible, the Contractor shall provide written notice to SCHC and TransCare® of such cancellation, change or lapse as soon as is reasonably possible.

**11 Benefit and Assignment.** This Agreement shall ensure to the benefit of and be binding upon SCHC and TransCare® and the Contractor and their respective heirs, executors, administrators, legal personal representatives, successors and assigns. The Contractor may not assign this Agreement or its rights or obligations hereunder without the prior written consent of SCHC and TransCare®.

**12 Confidential Information.** SCHC and TransCare® may provide information which relates to the business or affairs of SCHC and TransCare® to Contractor that is confidential and proprietary in nature. All information, including the personal information (“**Personal Information and Personal Health Information**”) of SCHC and TransCare®'s customers, employees and volunteers will be held in trust and strict confidence by the Contractor and treated as confidential information and only used for the performance of obligations under this

Agreement. The Contractor shall have a fiduciary obligation to protect such information from any harm, tampering, unauthorised access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or any disclosure whatsoever, except as specifically authorized by SCHC and TransCare® in writing.

In addition to the obligations set forth above, Contractor shall comply with all legislation relating to the protection and privacy of the Personal Information. After the completion of the Term of this Agreement, Contractor shall return or destroy all copies (whether in electronic or other form) of all confidential information of SCHC and TransCare®, its customers and employees then in Contractor's possession, and provide SCHC and TransCare® with certification of such destruction.

- 13 Policies.** The Contractor represents and warrants that it is not aware of any existing or potential breaches of the SCHC and TransCare®'s Business Conduct Guidelines or Privacy Policy.
- 14 Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- 15 Provisions which Operate Following Termination.** Notwithstanding any termination of this Agreement for any reason whatsoever, the provisions of Sections 4, 7, 9, 12, 13, and 18, and any other provisions of this Agreement necessary to give efficacy thereto shall continue in full force and effect following any such termination.
- 16 Publicity.** Contractor shall not publish nor knowingly permit to be published any press releases, advertising, sales promotions, or other publicity matters related to any product or service furnished by Contractor to SCHC and TransCare® and shall not use any of SCHC and TransCare®'s logos or brand designs without the prior written consent of SCHC. Contractor shall obtain SCHC and TransCare®'s prior written consent to use SCHC's personnel as a reference.
- 17 Entire Agreement.** This Agreement, including all Schedules attached hereto, is the entire Agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior agreements, understandings and communications, oral or written, between the parties. The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in writing and in the English language only. Les parties déclarent qu'elles ont exigé que la présente entente soit rédigée en anglais.
- 18 No Contra Proferentem.** The parties agree that each party has had ample opportunity to obtain the legal and other professional advice that such party deems necessary or desirable with respect to this Agreement and the transactions and documents contemplated herein and that in construing any provision in this Agreement or any document contemplated herein the legal principle of "contra proferentem" shall not apply or be applied.

**19 Governing Laws.** 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. Each party hereby: (i) attorns to the exclusive jurisdiction of the courts of the province of Ontario and (ii) waives trial by jury.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the xxth day of xx 2016.

**Scarborough Centre for Healthy  
Communities**

**TransCare Community Support  
Services**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: JEANIE JOAQUIN \_\_\_\_\_

NAME: ODETTE MAHARAJ \_\_\_\_\_

TITLE: CHIEF EXECUTIVE OFFICER \_\_\_\_\_

TITLE: EXECUTIVE DIRECTOR \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Consultant**

SIGNATURE \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A

### CONTRACTOR AGREEMENT AS TO CONFIDENTIALITY AND IP OWNERSHIP

**Whereas** the performance of contract work by me for the Scarborough Centre for Healthy Communities (“**SCHC**”) and TransCare® (“**TransCare®**”) will provide me with access to confidential and proprietary information and materials of the SCHC, its customers, suppliers, and others, and SCHC and TransCare® intends to grant me access to such information and materials;

**Now Therefore**, in consideration of: (1) SCHC and TransCare® granting me access to such information; (2) my engagement to perform contract work and the fees payable to me in connection with such contract work; and (3) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

1. Every Development (as defined below) is the exclusive property of SCHC and TransCare®. I agree to hold all Developments for the benefit of SCHC and TransCare®, and hereby assign, and agree to assign, all of my right, title and interest in and to such Developments to SCHC and TransCare® and their nominees, and to promptly disclose in writing to my supervisor, or to any person specifically designated by SCHC and TransCare® from time to time, complete information concerning all Developments. I hereby unconditionally and irrevocably waive in favour of SCHC and TransCare®, its successors, assigns, and licensees, any and all moral rights that I may have in connection with any Developments, which rights include the right to be or not be associated with a work and the right to the integrity of a work.
2. "**Developments**" means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and all intellectual property or proprietary rights therein, including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets (collectively, "**IPRs**") and all records and copies of records relating to the foregoing, that:
  - (i) have resulted derived, or arisen, or will result derive, or arise from or in the course of the performance of the work performed by me under contract work with SCHC and TransCare® ("**my Work**") or from my knowledge or use of Confidential Information (as defined below);
  - (ii) have been or will be conceived or made by me (individually or in collaboration with others) during the course of my Work; or
  - (iii) resulted or derived from, or will result or derive from my use or application of resources of SCHC and TransCare®.
3. I acknowledge that I am being permitted by SCHC and TransCare® to use its premises, facilities, equipment and tools, supplies and other resources to do my Work, which may involve making or creating Developments, and that I am receiving SCHC's and TransCare® assistance in performing my Work. I agree that I may perform my Work at home or at other than SCHC and/or TransCare® locations, during as well as outside regular business hours. I agree that the work so performed will be considered part of and within the scope of my Work for SCHC and TransCare®.

4. I shall, during and after the period of my Work with SCHC and TransCare®, without charge to them but at its request and expense, assist them in every reasonable way to obtain and vest in it title to all IPRs arising with respect to Developments, in all countries, by executing all necessary or desirable documents, including applications for IPRs and assignments thereof. I will also cooperate with them in the prosecution or defence of any claims, lawsuits or other proceedings arising in connection with any such Developments or IPRs, without charge to the them but at its expense and request.
5. I shall keep and maintain current and adequate records of all Developments conceived or created by me, and agree that these records shall be and remain the property of, and available to, SCHC and/or TransCare® at all times. I agree that on completion or termination of my Work for them, or at any time upon request, I will promptly deliver to them all such records, in a tangible form such as notes, sketches, drawings, photographs, tables, lists, correspondence, computer diskettes, engineering books, and other tangible material in my possession, power or control, and will not retain any such materials.
6. I recognize that during the period of my Work with SCHC and TransCare®, I may receive, develop or otherwise acquire information that: (i) is a trade secret of SCHC and/or TransCare®; (ii) is proprietary or confidential to SCHC and/or TransCare®, its suppliers, customers, or others, including without limitation Developments, products, software, specifications, processes, procedures, machinery, apparatus, business affairs, future plans, marketing plans, technical data, or customer lists (whether or not developed or acquired by me); (iii) relates to the business, affairs or prospects of SCHC and/or TransCare® or any of its suppliers, customers, or others; or (iv) is information for which SCHC and/or TransCare® owes an obligation of confidence (collectively, "**Confidential Information**"). Confidential Information does not include: (i) information publicly known without breach of this Agreement or similar agreements by myself; or (ii) information required to be disclosed by me by any law, regulation, governmental authority or court, only to the extent of such requirement, and provided that before disclosure is made, notice of the requirement is provided to SCHC and/or TransCare®, and to the extent possible in the circumstances, SCHC and/or TransCare® is afforded an opportunity to dispute the requirement for disclosure.
7. I agree not to use any of the Confidential Information, in whole or in part, for any purpose other than for the benefit of SCHC and/or TransCare® and I will not, directly or indirectly, publish or disclose to any third party at any time during or after the period of my Work any of the Confidential Information, in whole or in part, without first obtaining the prior written authorization of SCHC and/or TransCare® for such use, publication or disclosure. I will also take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer, or destruction of any of the Confidential Information. I will not make any unauthorized use of any Confidential Information of a third party during the performance of my Work.
8. Upon the expiration or termination of my Work with SCHC and TransCare®, or upon request, I will promptly deliver to SCHC and/or TransCare® all property of or belonging to or administered by SCHC and/or TransCare® or any of its suppliers, customers, or others, including all Confidential Information, regardless of the media upon which it is stored, that is within my possession or control.
9. I agree to adhere to SCHC and TransCare® policies and guidelines regarding the use of SCHC's and/or TransCare® computers, networks, communications systems (voice, data, video), databases, or files, and I agree not to make any unauthorized use of such computers, networks, communications systems, databases, or files.

10. I acknowledge and agree that a breach of any of the foregoing provisions will give rise to irreparable harm and injury non-compensable in damages. Accordingly, SCHC and TransCare® or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies which may be available. I acknowledge and agree that the enforcement of a remedy hereunder by way of injunction will not prevent me from earning a reasonable livelihood.
11. My Work with SCHC and TransCare® is and will continue to be subject to the terms and conditions of this Agreement. The rights and obligations of the parties arising under this Agreement with respect to Developments, IPRs and Confidential Information will survive the expiry or termination of my Work for them and shall remain enforceable.
12. This Agreement will inure to the benefit of the successors and assigns of SCHC and TransCare® and be binding upon my heirs, executors and administrators. This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario. If any provision of this Agreement, or any part thereof, shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision or part thereof shall be severable and of no force and effect, and shall not invalidate the remaining provisions hereof, and this Agreement shall continue in full force and effect as if such provision had not been a part hereof.

I HAVE CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT AND, HAVING DONE SO, AGREE THAT THE RESTRICTIONS SET FORTH HEREIN ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF SCHC AND TRANSCARE®.

\_\_\_\_\_  
Scarborough Centre for Healthy Communities  
Signature

\_\_\_\_\_  
Jeanie Joaquin  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Consultant's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
TransCare® Signature

\_\_\_\_\_  
Odette Maharaj  
Executive Director

\_\_\_\_\_  
Date