

# Scarborough Centre for Healthy Communities

Request for Proposal – Strategic Planning Consulting Services

July 7, 2022

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## **1.0 INTRODUCTION**

Scarborough Centre for Healthy Communities' (SCHC) strategic plan expired at the end of 2021, however, given the global pandemic and political environment the Board of Directors elected to extend the plan for another year. The plan now expires March 2023. The purpose of the Request for Proposal (RFP) is to invite and select Strategic Planning Consultants to submit a proposal for the development of a new plan that will not only guide SCHC's mission over the next five years, but will ensure our alignment and success in the broader health sector.

### **1) 1.1 Award**

The award will be made in accordance with the contents of the RFP and awarded to the successful firm subject to approval by the Board of Directors.

### **2) 1.2 Overview of SCHC**

Originally founded in 1977, SCHC is one of the most established and comprehensive community health organizations in the province. The organization owes its beginnings to 13 community agencies, a core group of community leaders and countless volunteers who identified emerging health and social needs within Scarborough.

After incorporating and acquiring not-for-profit and charitable status, SCHC built on the initial services of our Meals-on-Wheels, home support, transportation and family support programs. We employ over 250 staff, engage over 250 volunteers and operate 40 distinct and integrated services across 10 sites that work together to improve the health of our community. We provide medical assistance through our clinics; are involved in a growing youth program and have a multitude of social support programs including a food bank.

Since the development of our current plan, the Ontario Health Teams came to fruition, in which SCHC demonstrates strong leadership, and we experienced a global pandemic. SCHC proved to be resilient and a leader in community health and continued to experience significant growth, including funding to provide Scarborough's first community Acquired Brain Injury (ABI) Program, a mobile health unit and be a leader in a number of COVID 19 response and management programs, including operating one of the largest community vaccination clinics. While we have received targeted program funding, there has been limited base funding in the last ten years to address operating pressures related to cost of living increases.

In order to remain a client-centered, integrated, engaged and proactive organization, we've continued to work closely with our community members, foster partnerships with initiatives that address pressing needs while setting new standards of excellence. We work tirelessly to offer programs and opportunities that profoundly impact the health of the communities we serve.

For other related information, see the SCHC website at [www.schcontario.ca](http://www.schcontario.ca).

At the end of fiscal 2022, SCHC's overall budget was approximately \$22 million.

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**(ii) 2.0 Deliverables**

**1) 2.1 Description of Deliverables**

SCHC is issuing this RFP for the development of our next five year strategic plan. The primary responsibility of the selected Consultant will be to help SCHC's leadership Team and Board of Directors answer the following questions:

- How do we strategically position ourselves to maintain and expand the system leadership we have?
- Where do we excel; are there opportunities for SCHC in those areas and are there gaps that we could be addressing towards our mission and vision?
- How do we develop a strategic plan that is agile and adaptable to the changing conditions in our environment?

In so doing, the following expectations must be met:

- Reaffirmation of SCHC's Mission, Vision and Values (MVV);
- Clearly defined strategic priorities complete with goals and objectives consistent with MVV;
- Engagement with key internal and external stakeholders in development of the plan;
- Analysis of and alignment with the broader healthy system;
- Clearly defined actions and timelines;
- Clearly defined outcomes and evaluation tool(s) to monitor and measure progress;
- Ongoing sustainability.

**2) 2.2 Evaluating the Consultant's 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 keep to their quoted fees. The proposal requirements have been drafted with the intent of providing to the Consultant's sufficient information to allow for the preparation of a detailed bid that incorporates SCHC's proposal 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 CEO.

It is expected that the senior consultant will be available throughout the engagement process and will provide regular updates to the steering committee and/or CEO as to the status of the project and any issues that may arise.

It is expected that the plan will be carried out in the manner proposed. Any changes which impact staff and/or other resources of SCHC shall be discussed with and agreed to by the CEO.

It is expected that the plan will be completed within the timeframes specified in this RFP.

**(iii) 3.0 PROPOSAL SUBMISSION GUIDELINES**

**1) 3.1 Communication subsequent to issuance of RFP**

The Client Representative is:

Ms. Jeanie Argiropoulos, Chief Executive Officer  
 Scarborough Centre for Healthy Communities  
 E-mail: [jargiropoulos@schcontario.ca](mailto:jargiropoulos@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. It is inappropriate for prospective Consultants to initiate contact with any member of the RFP Evaluation Committee or any other staff unless specifically requested to do so by the Client Representative. Please note that it is inappropriate for prospective Consultant's to engage in any entertaining of any staff member connected with this RFP. Any prospective Consultant who fails to comply with this requirement will be disqualified from the bidding process.

**2) 3.2 RFP Schedule**

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

Event	Date
RFP Release	July 7, 2022
Final Date for RFP Inquiries	July 29, 2022
RFP Closing Date	August 16, 2022 at 5:00 p.m.
Consultant's Interviews if requested by SCHC	September 2022
Selection Completed (approximate date)	End of September, 2022

The RFP schedule is tentative and may be changed by SCHC at its sole discretion.

**3) 3.3 When and Where to Submit a Proposal**

To be eligible for consideration, proposals must be received by August 16, 2022 at 5:00 p.m. Eastern Standard Time via email to the attention of Jeanie Argiropoulos, Chief Executive Officer, [jargiropoulos@schcontario.ca](mailto:jargiropoulos@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.

**4) 3.4 Withdrawal or Amendment of Proposal**

A prospective Consultant 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.

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## 5) 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 September 30, 2022.

## 6) 3.6 Addenda

The issuance of addenda will be the only method recognized for revisions to the RFP document. SCHC will make its best effort to issue addenda within a reasonable period of time on its website.

## 7) 3.7 Clarification and Verification of Proposal

SCHC reserves the right to seek clarification and supplementary information from prospective Consultant's after the proposal submission deadline. The response received by SCHC from a prospective Consultant's shall, if accepted by SCHC, form an integral part of that prospective Consultants' submission.

SCHC reserves the right to verify any Consultant's statement or claim by whatever means SCHC deems appropriate and may reject any Consultant's statement or claim if, in the judgment of SCHC, the statement or claim appears unwarranted or not credible.

## 8) 3.8 Consultant's Inquiries

All inquiries regarding this RFP should be directed via email to the Client Representative. The deadline for inquiries is July 29, 2022 at 5:00 p.m. SCHC will issue a summary of questions and answers to all prospective Consultants through email. Consultants who submit inquiries will not be identified in communication with other prospective Consultants.

## 9) 3.9 Conflict of Interest

Each proposal must include confirmation that the prospective Consultant's 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, 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, in its sole and absolute discretion, determines that the Consultant's made a misrepresentation regarding any of the above.

## 10) 3.10 Type and Term of Contract for Services

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

## 11) 3.11. Pricing and Taxes

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

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**(iv) 4.0 RFP TERMS & CONDITIONS****1) 4.1 Reservation of Rights of SCHC**

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, SCHC 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 by SCHC; and
- (j) Reject any or all proposals in the absolute discretion of SCHC.

Any amendment or supplement to this RFP will be communicated to interested parties in the same manner in which this RFP was issued.

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

**2) 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 SCHC's rejection of any or all proposals, will render SCHC and/or its respective affiliates liable for any costs, penalties or damages. No prospective Consultant's shall hold SCHC and/or its respective affiliates liable for any error or omission in any part of this RFP. SCHC does not guarantee or warrant that such information is accurate, comprehensive or exhaustive.



### 3) 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 SCHC. All material and information distributed will remain the property of SCHC 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) 4.4 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.

## (v) 5.0 REQUIREMENTS FOR COMPLETION

### 1) 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 SCHC.

The prospective Consultant must deliver the following:

- (a) 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.
- (b) **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:
  - (i) The full legal name of the prospective Consultant's firm;
  - (ii) Any other name under which the prospective Consultant's firm carries on business;
  - (iii) The address, telephone and facsimile numbers for the prospective Consultant's firm;
  - (iv) The name and title of a primary contact for all questions and clarifications arising from the RFP;
  - (v) The address, e-mail, telephone and facsimile number for the primary contact;

- (vi) The name and title of the proposed individual(s) who will be performing the services for SCHC; and
- (vii) The proposed start date for performing the services for SCHC.
- (c) **Conflict of Interest Form:** Complete, sign and attach the Conflict of Interest Form included in Schedule C.
- (d) **References:** Include three (3) references in the proposal; include name, title, organization and telephone number for each reference. Preferably in the health care sector.
- (e) **Pricing Information:** Identify core and any special project fees for the provision of Consultant's services. All pricing information will be in Canadian funds.

**(vi) 6.0 EVALUATION OF PROPOSALS**

**1) 6.1 RFP Evaluation Process**

The evaluation of the proposals will be conducted by SCHC 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 SCHC) 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) <i>Compliance with stated qualification criteria</i>	5
	(b) <i>Strategic Planning experience of the firm and references</i>	5
	(c) <i>Experience and qualification of personnel assigned to the project</i>	10
	(d) <i>Description of planning and engagement approach</i>	20

Stage	Evaluation Process	Percentage
	(e) <i>Statement of understanding of the overall scope of the work</i>	10
	(f) <i>Commitment to meeting all reporting deadlines</i>	5
	(g) <i>Substantial resources and support services available.</i>	5
3	Pricing Information	30
4	Interview	10
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.

## 2) 6.2 Selection of Consultants

### Service Requirement Evaluation Criteria

SCHC will make the award to the successful Consultants. Final selection of Consultants 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;
- Description of the strategic planning process, including community engagement model to be used;
- Statement of understanding of overall scope of the work;
- demonstrate a commitment to meeting all reporting deadlines;
- description of evaluation model; and
- Pricing Information.

## 3) 6.3 Contract Award

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

**4) 6.4 Failure to Enter into Agreement**

If the successful Consultant fails to execute the Professional Services Agreement within thirty (30) days of notice of selection, SCHC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Consultant.

**5) 6.5 Notification to Other Consultants**

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

## **SCHEDULE A – SCHC’s Mission Statement**

### **Our 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

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**SCHEDULE B – Conflict of Interest**

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

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## ***SCHEDULE C – professional services agreement***

### **PROFESSIONAL SERVICES AGREEMENT (SAMPLE ONLY)**

Professional Services Agreement (the “**Agreement**”) between XXXX (the “**Contractor**”) located at, XXXX and the **Scarborough Centre for Healthy Communities (“SCHC”)** with an office at 629 Markham Rd, Scarborough ON M1H 2A4

WHEREAS Contractor wishes to provide the Services, as defined below, to SCHC and SCHC 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 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 may terminate this Agreement upon ten (30) days’ notice in writing to the Contractor, without cost or penalty. If this Agreement is terminated in accordance with this Section 1, SCHC shall pay the Contractor for the Services (as defined below) satisfactorily performed, as reasonably determined by SCHC, up to the effective date of termination.
- 2 Scope of Work.** Contractor shall act as a non-exclusive Contractor for SCHC 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, Contractor hereby assigns and transfers, and agrees that SCHC 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 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 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 for any purpose, including without limitation, for applicable workers’ compensation

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and income tax legislation, nor shall they share in the benefits provided, or required to be provided, by SCHC to SCHC's employees. Neither Contractor nor a Contractor Representative shall have any right or authority to bind SCHC by contract or otherwise or represent themselves as being employees or officers of SCHC.

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

SCHC 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'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 immediately if required by SCHC. If a Contractor Representative is withdrawn for any reason during such individual's first thirty (30) days on assignment, SCHC 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's premises and (ii) only those individuals passing the criminal background check are permitted to perform Services onsite at SCHC's premises.

**7 Indemnity.** The Contractor shall indemnify and save harmless SCHC and its directors, officers, employees, agents and representatives (collectively, the "**SCHC Indemnitee**") from and against any loss, expense, cost, action, demand or claim which any SCHC Indemnitees 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 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.



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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 that:

it shall provide the Services to the best of its ability and in a competent, professional and timely manner;

- (a) 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 upon request);
- (b) 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 upon request;
- (c) 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' network. In the event computers are to be connected to SCHC's network is necessary to perform the Services, SCHC will provide such computers.

**10 Insurance.** The Contractor shall maintain insurance coverage as may be required by law or by SCHC, acting reasonably, including liability insurance with respect to personal injury, death or property damage and workers' compensation coverage. At SCHC's option, the Contractor shall provide to SCHC proof of such insurance coverage upon signing this Agreement or at any time during the Term. The Contractor shall provide SCHC 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 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 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.

**12 Confidential Information.** SCHC may provide information which relates to the business or affairs of SCHC to Contractor that is confidential and proprietary in nature. All information, including the personal information ("**Personal Information and Personal Health Information**") of SCHC'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, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or any disclosure whatsoever, except as specifically authorized by SCHC in writing.

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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, its customers and employees then in Contractor's possession, and provide SCHC 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'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 shall not use any of SCHC's logos or brand designs without the prior written consent of SCHC. Contractor shall obtain SCHC'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.

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**IN WITNESS WHEREOF** the parties have executed this Agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

**Scarborough Centre for Healthy  
Communities**

**Successful Consultant**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_