

SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__.

BETWEEN:

HEALTH PEI, a Crown Corporation duly incorporated
under the laws of Prince Edward Island, and having its
head office in Charlottetown, Queens County,
Prince Edward Island (hereinafter referred to as "Health PEI")

OF THE FIRST PART

AND:

(Insert name of Contractor/legal name of company), of _____,
in _____ County, Province of Prince Edward Island
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS Health PEI wishes to engage the services of the Contractor to carry out the work described in Schedule "A" attached hereto;

AND WHEREAS the Contractor has agreed to provide Health PEI with these services on certain terms and conditions;

NOW THEREFORE for good and valuable consideration the parties agree that the terms and conditions of their relationship are as follows:

1. In this Agreement, the following definitions apply:

Covenants of Health PEI and the Contractor

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "work"), in a manner satisfactory to Health PEI.
3. Subject to the termination clause, the term of this agreement shall commence on the _____ day of _____, 20__, and end on the _____ day of _____, 20__.
4. Subject to the termination clause of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both parties that the Contractor commenced the performance of the duties as set out in this Agreement on the _____ day of _____, 20__.)

Initials: _____ / _____

Date: _____ / _____

5. The Parties agree that the sum described in clause ____ herein is the maximum for the project and includes all amounts which may be owed for work done since the ____ day of ____, 20__.

Payments, Records and Accounts

6. Health PEI shall make payments to the Contractor in the following manner:
- (a) *Payment for the work rendered under this Agreement shall be for a fixed lump sum of \$_____, inclusive of all taxes, payable in installments, as follows:*
 - (i) *Net 30 days after full completion of work*
 - (b) Health PEI shall pay all expenses of the Contractor, inclusive of all taxes, up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.
7. The payments described herein shall be paid upon the basis of the submission by the ____ day of ____, 20__ of a detailed statement together with all necessary receipts. Such statements shall be submitted to Health PEI and Health PEI shall pay the amount owing within 30 days of receipt.
8. All payments are subject to a hold back of an amount equal to 20% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
9. The Contractor shall keep proper accounts and records of the cost to the Contractor of the work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Health PEI. The Contractor shall afford all facilities for the audits, inspections, copying and extractions and shall furnish Health PEI and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
10. Subject to statutory limitations, the Contractor shall not, without the consent of Health PEI, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions and Records of Employment

11. The parties agree that the Contractor shall act as an independent contractor and that he is entitled to no other benefits or payments whatsoever than those specified in Payments, Records and Accounts hereof.

Initials: ____ / ____
Date: ____ / ____

12. The parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of Health PEI , or the Government of Prince Edward Island, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
13. The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax or any other similar matter which the Contractor as a self-employed person may be required by law to make in connection with the work to be performed under this Agreement.
14. The Contractor agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal Legislation which may have application to the work being performed under this Agreement.
15. The Contractor, before undertaking any work under this Agreement, shall provide a certificate of good standing by the Workers Compensation Board.
16. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988 Cap W-3 or any other laws that impose obligations in the nature of employers' obligations.
17. The Contractor agrees to accept the full cost of doing those things required under subclauses __, __, __ and __ above, and will not charge or seek reimbursement from Health PEI in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts above.

Reports

18. The Contractor shall make such interim reports as Health PEI may direct.
19. The Contractor shall prepare and submit a draft final report for review and approval of Health PEI not later than the ____ day of ____ 20__. Health PEI shall either signify its approval or note the deficiencies in writing to the Contractor within ____ days of its submission. The final report shall be submitted to Health PEI not later than the ____ day of ____, 20__ unless the parties agree otherwise in writing.

Administration

20. Where the work is to be performed in the offices of Health PEI, the Contractor, for better co-ordination, shall follow the same time schedule as applicable to employees of Health PEI.
21. Where work is to be performed at locations other than that described, the schedule and location of work will be as set forth in Schedule "A".

Initials: ____ / ____
Date: ____ / ____

22. Health PEI shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and direct the activities of the Contractor.

Termination of Agreement

23. Notwithstanding other provisions of this Agreement, Health PEI may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Health PEI and either delivered to the Contractor, transmitted by facsimile or electronic communication, or by regular mail mailed to the Contractor's address at the last-known place of business.

24. Notice in this Agreement is deemed to have been effected on the day of delivery in person, by facsimile, or electronic communication, or if the notice was mailed by regular mail to the last known place of business of the Contractor, upon the date of mailing of the notice.

25. This Agreement shall be determined to have ended upon the date of delivery in person, or the date of sending by facsimile or electronic communication, or if by regular mail upon the date of mailing, of such notice of termination, in which event the Contractor shall have no further claim against Health PEI, except for the following: The Contractor will be paid pursuant to and in accordance with clause ____ herein for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Health PEI or the Contractor on account.

Confidentiality and Copyright

26. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor will not directly or indirectly disclose or use it for purposes unrelated to the Agreement at any time without first obtaining the written consent of Health PEI, unless the information, knowledge or data is generally available to the public.

27. The parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Health PEI and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Health PEI.

28. The parties agree that Health PEI owns the copyright on all aspects of the project, including all manner of data as set out in clause ____ above and including all software developed as a result of the project whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with

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respect to the use of such code such as encryption keys, compiler information and version number.

29. The Contractor relinquishes all rights to the Work Product created pursuant to this Agreement, including all rights, including moral rights, that may otherwise accrue to the Contractor pursuant to the *Copyright Act*, R.S.C. 1985, C-42.

Freedom of Information and Protection of Privacy Act

30. Any information provided on this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The Contractor will be consulted prior to release of any information.
31. Contractors whose work for Health PEI involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

Indemnification and Assumption of Liability

32. The Contractor shall indemnify and hold harmless **Government** and Health PEI, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the “claims”), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable. For further clarification, this indemnity shall not be limited in any way or degree by any insurance the Contractor may have, nor by the limits of any such insurance and it shall endure after termination of this Agreement or any renewal thereof.
33. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to Health PEI:
- (a) Commercial General Liability in an amount not less than \$5,000,000.00 (five million) inclusive per occurrence, and the policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, and blanket contractual liability. The Contractor shall add Health PEI as an additional insured under this policy and provide whatever information Health PEI may require on the insurance that is available; and
 - (b) Professional Liability, where applicable, in an amount not less than \$2,000,000.00 (Two million) on a claims made basis, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of one (1) year following completion of the work.
34. All required insurance shall be endorsed to provide Health PEI with 60 days' advance written notice of cancellation or material change.

Initials: _____ / _____
Date: _____ / _____

- 35. The foregoing insurance shall be primary insurance and not require the sharing of any loss by any insurer of Health PEI, nor any other means of indemnity such as the Prince Edward Island Self Insurance and Risk Management Fund. The insurance policies required by this Agreement shall be in a form and with insurers satisfactory to Health PEI. A certified copy of the policies shall be delivered to Health PEI prior to execution of this Agreement. Default of delivery or receipt by Health PEI shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement. Furthermore, Health PEI shall have the right, but not the obligation, to review the original(s) of any required insurance policy(ies) in any of its offices. Such review by or on behalf of Health PEI shall not be construed as acknowledgment that there has been compliance with the terms of this Agreement.
- 36. The successful respondent will be required to provide proof that the successful respondent and any approved subcontractors are registered with Workers Compensation Board, and such coverage must be maintained for the duration of the contract. Prior to receiving any payment, the successful respondent is required to submit a clearance certificate indicating that all assessments have been paid.

Entire Agreement

- 37. This Agreement, including Schedules _____ and _____, constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
- 38. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Health PEI.
- 39. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.
- 40. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 41. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 42. The parties warrant that the individuals signing this Agreement have authority to bind the parties.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as of the day and year first above written.

<p>SIGNED, SEALED & DELIVERED)</p> <p>in the presence of:)</p> <p>_____)</p> <p>Witness)</p> <p>(Print Name:)</p>	<p>HEALTH PEI,</p> <p>)</p> <p>)</p> <p>)</p> <p>Per: _____</p> <p>Title: _____</p>
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Initials: _____ / _____
 Date: _____ / _____

SIGNED, SEALED & DELIVERED)
in the presence of:

(Insert legal name of Contractor)

)

)

)

_____)
Witness)
(Print Name:))

Per: _____

Title: _____

Initials: ____/____
Date: ____/____

SCHEDULE "A"

TO AGREEMENT BETWEEN: HEALTH PEI AND *(insert name of Contractor)*
DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

Initials: _____ / _____
Date: _____ / _____