Authorizer Agreement

This Authorizer Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Health ("Province") and _____ (the "Authorizer"), is made in duplicate, and is effective the _____ day of _____ , 20___ .

This Agreement establishes the terms and conditions under which an individual may be registered with the Assistive Devices Program as an Authorizer of Devices in Ontario.

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the individual wishes to become registered by the Program to be eligible to authorize Devices to Ontarians in accordance with the terms of the Agreement, and the Parties agree as follows:

Article 1 - Interpretation and Definitions

Interpretation. For the purposes of interpretation: (i) words in the singular include the plural and vice-versa; (ii) words in one gender include all genders; (iii) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement; and (iv) "include", "includes" and "including" shall not denote an exhaustive list.

Definitions. In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Province and the Authorizer and any amending agreement entered into pursuant to Article 15. The Agreement, the Manuals and the Confirmation Letter together constitute the contract between the Province and the Authorizer.

"Confirmation Letter" means the written correspondence issued by the Province in connection with the execution of this Agreement confirming the Authorizer's registration status with the Program and which specifies certain operating information concerning the Authorizer's participation in the Program.

"Device(s)" means the equipment and/or supplies listed in the Manuals and which are the subject matter of this Agreement and which have been specified by the Program as being eligible for Funding under the Program after it has been provided to an Eligible Person.

"Effective Date" means the date set out at the top of the Agreement.

"Eligible Person" means an individual defined as such in the Manuals.

"Event of Default" has the meaning ascribed to it in Article 9.

"Indemnified Parties" means His Majesty the King in right of Ontario, his ministers, agents, appointees and employees.

"Manual(s)" means, collectively, the Policies and Procedures Manual for the Assistive Devices Program, the Policy and Administration Manual for the Device(s) and the Product Manual for Device(s), published by the Province and available at www.health.gov.on.ca\adp**,** as amended or replaced from time to time and which contain terms, conditions and policies in connection with the Authorizer's participation in and compliance with the Program.

"Notice" means any written communication given or required to be given pursuant to this Agreement.

"Party" means either the Province or the Authorizer, and the plural form "Parties" correspondingly means both the Province and the Authorizer.

"Program" means the Ministry's Assistive Devices Program operated by the Province.

Article 2 - Representations, Warranties and Covenants

General. The Authorizer represents, warrants and covenants that: the Authorizer holds all licenses, certificates, memberships, and qualifications necessary to perform its obligations under the Agreement; the Authorizer, has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to authorize Devices in accordance with this Agreement and the Manuals; and unless otherwise provided for in this Agreement, any information the Authorizer provided to the Province (including information relating to any requirements to be registered an Authorizer) was true and complete at the time the Authorizer provided it and shall continue to be true and complete for the term of this Agreement. Upon request, the Authorizer shall provide the Province with proof of the matters referred to in this Article.

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Article 3 - Term of the Agreement

Term. The term of the Agreement shall commence on the Effective Date and shall continue until terminated pursuant to Article 8 or Article 9.

Article 4 - Participation in the Program

Participation in the Program. In participating in the Program, the Authorizer shall: (i) provide individuals with accurate information regarding the Program eligibility criteria, the assessment process, and the application approval process and the appropriate applicant information sheets as produced by the Program; (ii) recommend Devices only for individuals whom the Authorizer has assessed in person and determined to be an Eligible Person; (iii) follow-up with clients whom the Authorizer has assessed in order to ensure that the Device has been delivered and set up as required by the individual and that it continues to meet the individual's needs. The Authorizer shall not assess individuals with respect to, or recommend, any Devices or categories of Devices in connection with the Authorizer's participation in the Program other than the Device(s) or categories of Device(s) that the Province determines that the Authorizer is eligible to authorize, as specified in the Confirmation Letter.

Terms and Conditions. The Authorizer's participation in the Program must be in accordance with the terms and conditions of the Agreement and the Manuals and the Confirmation Letter, as well as in compliance with all federal and provincial laws and regulations, all municipal
by-laws, and any other orders, rules and by-laws related to any aspect of the Program.

Change in Authorizer Operating Information. The Authorizer must provide Notice to the Province of any and all changes in the Authorizer's operating information in accordance with the requirements and the timelines set out in the Manuals.

Publication of Information. The Authorizer hereby grants permission to the Province to publish the Authorizer's operating information to the general public as a condition of the Authorizer's participation in the Program.

Article 5 - Conflict of Interest

No Conflict of Interest. The Authorizer shall participate in the Program without an actual, potential or perceived conflict of interest pursuant to the terms of the Manuals.

Article 6 - Records

Record Maintenance, Inspection & Disclosure. The Authorizer shall keep and maintain all records relating to the Authorizer's activities and participation in the Program in accordance with requirements set out in the Manuals. The Authorizer shall, upon twenty-four (24) hours' notice to the Authorizer, make available to the Province all clinical records and any other materials relating to the Program. The Province may inspect and copy any such records related to the Program, and/or conduct an audit or investigation of the Authorizer's participation in the Program in accordance with the Manuals. In respect of the rights in this Article, the Authorizer shall disclose any information requested by the Province in accordance with the Manuals.

No Control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Authorizer's records, in relation to any request for access to records received by the Province pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31.

Article 7 - Indemnity

Indemnification. The Authorizer hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

Article 8 - Termination on Notice

Termination on Notice. Either Party may terminate the Agreement at any time without cause and without penalty by giving at least thirty (30) days prior written Notice to the other Party.

Article 9 - Event of Default and Termination for Default

Events of Default & Termination for Default. Each of the following events shall constitute an Event of Default: (i) in the opinion of the Province, the Authorizer breaches any representation, warranty, covenant or other material term of the Agreement (including the Manuals and Confirmation Letter) or fails to participate in the Program in accordance with the terms and conditions of the Manuals or the Agreement, or Confirmation Letter; or (ii) the Authorizer dies or ceases to operate. If an Event of Default occurs, the Province may, at any time, take one or more of the actions set out in the Manuals, including terminating the Agreement at any time, including immediately, upon giving written Notice to the Authorizer. Such termination under this Article shall take effect as set out in the Notice.

Article 10 - Notice

Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by email, courier, postage-prepaid mail or personal delivery, and shall be addressed to the Province and the Authorizer respectively as set out below, or as either Party later designates to the other by Notice:

To the Province: Ministry of Health, Assistive Devices Program, 5700 Yonge Street, 7th Floor, Toronto ON M2M 4K5
Attention: Registration Unit Email: **adp@ontario.ca**

To the Authorizer:

Legal Name of Authorizer	Email Address

Authorizer Address

Unit Number	Street Number	Street Name	PO Box

City/Town	Province	Postal Code

Notice Given. Notice shall be deemed to have been received: (i) in the case of postage-prepaid mail, seven days after a Party mails the Notice; (ii) in the case of courier, three days after a Party couriers the Notice; or (iii) in the case of email or personal delivery, at the time the other Party receives the Notice.

Article 11 - Waiver

Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 10. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

Article 12 - Assignment of Agreement

No Assignment Without Approval. The Authorizer shall not assign any part of the Agreement except as permitted in the Manuals.

Article 13 - General

The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed. The Authorizer shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

Article 14 - Survival

Survival. The provisions in Article 1, any other applicable definitions, Articles 6, 7, 9, 10, 11, 13, 15 and all applicable cross-referenced provisions shall continue in full force and effect for a period of seven years from the date of termination of the Agreement.

Article 15 - Attachments and Amendments

Amendments. The Agreement may only be amended by a written agreement duly executed by the Parties. The Province may update, amend or replace the Manuals or the Confirmation Letter at any time, in its sole discretion without the consent of the Authorizer. The Authorizer agrees to and shall be deemed to be bound by such changes to the Manuals or the Confirmation Letter after the date of such changes.

Conflict or Inconsistency. In the event of a conflict or inconsistency in any provision in the body of this Agreement or Manuals, the body of the Agreement shall govern.

The Parties have executed the Agreement on the dates set out below.

Authorizer

Print Legal Name of Authorizer

Signature of Authorizer

Date (yyyy/mm/dd)

Witness

Print Name of Witness

Signature of Witness

Date (yyyy/mm/dd)

Witness Address

Unit Number	Street Number	Street Name	PO Box
City/Town	Province		Postal Code

His Majesty the King in right of Ontario as represented by the Minister of Health

Print Name

Signature Program Coordinator Assistive Devices Program

Date (yyyy/mm/dd)