Vendor Agreement

The Agreement, is made in duplicate, and is effective the day of , .
(day) (month) (year)

Between:

Her Majesty The Queen In Right Of Ontario as represented by the Minister of Health

(the "Province")

- and -

(the "Vendor")

Background:

This Agreement establishes the terms and conditions under which the Province may provide funding for assistive devices supplied by the Vendor in Ontario.

The Vendor is registered with the Province as an approved vendor of assistive devices under the Assistive Devices Program and wishes to offer the Devices set out in this Agreement to Ontarians in accordance with the terms of the Agreement.

Consideration:

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 Parties agree as follows:

Article 1 – Interpretation and Definitions

1.1 Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) 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;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"Agreement" means this agreement entered into between the Province and the Vendor and includes all of the schedules listed in section 24.1 as updated from time to time and any amending agreement entered into pursuant to section 28.2. The Agreement and the Manuals together constitute the contract between the Program and the Vendor.

"Approved Location" means the city/town and/or municipal or street address in Ontario out of which the Vendor has requested to sell Devices under the Program.

"BPSAA" means the *Broader Public Sector Accountability Act*, 2010 (Ontario), including any directives issued pursuant to that Act, as amended or replaced from time to time.

"Device(s)" means the equipment or supplies listed in the Product Manual and which are the subject matter of this Agreement as set out in the attached Schedule "B" and which have been specified by the Ministry 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 a person who:

- is an insured person within the meaning of the *Health Insurance Act*, R.S.O. 1990, c.H.6 or any successor legislation thereto; and
- meets the eligibility criteria as specified in the Policy and Administration Manual and on the website at: www.health.gov.on.ca\adp.

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"Event of Default" has the meaning ascribed to it in section 12.1.

"Force Majeure" has the meaning ascribed to it in Article 22.

"Funds" or **"Funding"** means the monies that may be provided by the Province to the Vendor in accordance with the terms of this Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her 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) which are the subject matter of this Agreement, and the Product Manual for Device(s) which are the subject matter of this Agreement, published by the Ministry and available at **www.health.gov.on.ca\adp**, as amended or replaced from time to time containing terms, conditions and policies in connection with the Vendor's compliance with the Program.

"Ministry" means the Ministry of Health.

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

"Notice Period" means the period of time within which the Vendor is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Operating Name(s)" means the business name used by the Vendor to carry on business in the Program at an Approved Location other than the Vendor's legal name, if one exists.

"Parties" means the Province and the Vendor.

"Party" means either the Province or the Vendor.

"Policy and Administration Manual(s)" means the manual(s) published by the Ministry and available at www.health.gov.on.ca, as amended or replaced from time to time which contains terms, conditions and policies in connection with the Vendor's delivery of the Device(s) as set out in the attached Schedule "B" under the Program and the payment of Funds.

"Product Manual(s)" means the manual(s) published by the Ministry and available at **www.health.gov.on.ca**, as amended or replaced from time to time which contains a description of the Device(s) as set out in the attached Schedule "B" approved for Funding under the Program and prices where applicable.

"Program" means the Ministry's Assistive Devices Program, also referred to as the ADP.

"Program Description" means the program description set out in Schedule "A".

"Reconciliation Report" means the final report prepared by the Province that reconciles amounts owing by and between the Province and the Vendor under the Program upon termination of the Agreement as contemplated herein and as further described in the Manuals.

"Vendor Registration Number" means the unique identification number assigned by the Province to the Vendor's business location(s) to confirm the Vendor's ability to sell Devices as contemplated in Schedule "B" subject to the terms and conditions of the Agreement and Manuals.

Article 2 – Representations, Warranties and Covenants

2.1 General. The Vendor represents, warrants and covenants that:

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity in Ontario or Canada with full power to fulfill its obligations under the Agreement;

(b) it holds all permits, licenses, consents and authority necessary to perform its obligations under the Agreement;

(c) it has obtained and will maintain all insurance required pursuant to the Agreement;

(d) it, along with its employees, agents and subcontractors has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program; and

(e) unless otherwise provided for in the Agreement, any information the Vendor provided to the Province in support of its request for Funds (including information relating to any eligibility requirements) was true and complete at the time the Vendor provided it and shall continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Vendor represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Vendor represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Vendor's organization;

(b) procedures to ensure the ongoing effective functioning of the Vendor;

(c) decision-making mechanisms;

(d) procedures to enable successful participation in the Program;

(e) procedures to enable the timely identification of risks to the ongoing successful participation in the Program and strategies to address the identified risks;

(f) procedures to deal with such other matters as the Vendor considers necessary to ensure that the Vendor carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Vendor shall provide the Province with proof of the matters referred to in this Article 2.

Article 3 – Term of the Agreement

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue until terminated pursuant to Article 10, Article 11 or Article 12.

Article 4 – Funds and Carrying Out the Program

4.1 Funds Provided. The Province shall:

(a) provide the Vendor with Funds for the Device(s) provided to Eligible Persons in accordance with the Agreement and the Manuals. For clarity, the Province shall use reasonable efforts to provide such Funds to the Vendor within thirty (30) days of receipt of all required documentation from the Vendor, provided that such documentation has been completed and submitted to the Province in the form and manner required by the Agreement and the Manuals;

(b) provide the Funds in accordance with any maximum limits or payment processes contained in the Manuals;

(c) deposit the Funds into an account designated by the Vendor provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Vendor.

4.2 Limitation on Payment of Funds. Despite section 4.1:

(a) the Province is not obligated to provide any Funds to the Vendor where in the Province's reasonable opinion, the Vendor does not:

(i) comply with the terms and conditions of the Agreement and the Manuals;

(ii) provide the documentation as provided for in the Manuals;

(iii) provide the insurance certificate or other proof as provided for in section 9.2;

(b) the Province is not obligated to provide Funds where:

(i) an Eligible Person is entitled to funding for the Device under the *Workplace Safety and Insurance Act*, 1997, S.O 1997, c. 16, Schedule A or any successor legislation thereto, or

(ii) an Eligible Person is entitled to funding for the Device under the *Veterans Treatment Regulations* made under the *Department of Veterans Affairs Act (Canada)*, R.S. 1985, c.V 1 or any successor legislation thereto.

(c) the Province may adjust the amount of Funds it provides to the Vendor at any time based upon the Province's assessment of the information provided by the Vendor pursuant to section 6.1;

(d) if, pursuant to the provisions of the *Financial Administration Act*, R.S.O. 1990, c. F.12, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of the Funds;

(ii) change the Program; or

(iii) terminate the Agreement pursuant to section 11.1.

4.3 Participation in Program and Use of Funds. The Vendor shall:

(a) participate in the Program:

(i) in accordance with the terms and conditions of the Agreement and Manuals; and

(ii) 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;

(b) apply for and receive the Funds only as a result of its participation in the Program.

4.4 Rebates, Credits and Refunds. The Vendor shall not claim for and is not eligible to receive Funds for the cost of any Device where either the Vendor or an Eligible Person fails to first apply all applicable rebates, credits or refunds towards the cost of the Device as further prescribed in the Manuals.

4.5 No Interest or Title. Nothing in this Agreement shall create or transfer to the benefit of the Province, any right, title or interest in or to the Devices in connection with the Program.

4.6 Approved Devices. Throughout the Term of the Agreement, the Vendor shall take any steps necessary to cooperate with the Province in ensuring that Schedule "B" contains updated and consolidated information concerning the Approved Locations, Operating Names, Vendor Registration Numbers and Device(s) in connection with the Vendor's participation in the Program.

Article 5 – Conflict of Interest

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

Article 6 – Accounting and Review

6.1 Record Maintenance. The Vendor shall keep and maintain for at least seven years:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Program.

6.2 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Vendor and during normal business hours, enter upon the Vendor's premises to review all books of account, financial records, and any other materials relating to the Program for these purposes. The Vendor shall provide suitable facilities to the Province, its authorized representatives or an independent auditor identified by the Province, to facilitate the inspection contemplated by this subsection. The Province, its authorized representatives or an independent auditor identified by the Province may:

(a) inspect and copy the records and documents referred to in section 6.2; and

(b) conduct an audit or investigation of the Vendor in respect of the Funds and/or the Program.

6.3 Disclosure. To assist in respect of the rights set out in section 6.2, the Vendor shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

6.4 No Control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Vendor's records.

6.5 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act*, R.S.O. 1990, c. A.35.

Article 7 – Freedom of Information and Protection of Privacy

7.1 FIPPA. The Vendor acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

Article 8 – Indemnity

8.1 Indemnification. The Vendor 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 9 – Insurance

9.1 Vendor's Insurance. The Vendor represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent vendor of this type undertaking activities similar to those undertaken by the vendor in relation to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence. The policy shall include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a thirty (30) day written notice of cancellation, termination or material change.

9.2 Proof of Insurance. The Vendor shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 9.1. Upon the request of the Province, the Vendor shall make available to the Province a copy of each insurance policy.

Article 10 – Termination On Notice

10.1 Termination on Notice. Either Party may terminate the Agreement at any time upon giving at least thirty (30) days Notice to the other Party.

10.2 Reconciliation. Where the Province or the Vendor terminates the Agreement pursuant to section 10.1:

(a) the Vendor shall, within thirty (30) days of giving or receiving such Notice, provide the Province with a final written report that lists and explains the details of all outstanding amounts that are owed by and between the Parties under the Program, as the case may be.

(b) The Province shall consider the report provided in section 10.2(a) and shall deliver to the Vendor a Reconciliation Report within sixty (60) days which shall confirm final amounts owing between the Parties and such other information as prescribed in the Manuals;

(c) The Province or the Vendor, as the case may be, shall pay to the other Party all amounts owing to the other as contained in the Reconciliation Report within sixty (60) days after delivery of the Reconciliation Report, except that payments by the Province to the Vendor may be withheld where the Vendor has breached any terms or conditions of this Agreement or the Manuals as of the effective date of termination.

Article 11 – Termination Where No Appropriation

11.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Vendor.

11.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 11.1, the Parties shall follow the process set out in section 10.2, with necessary changes as required for this Article.

Article 12 – Event of Default, Corrective Action and Termination for Default

12.1 Events of Default. Each of the following events shall constitute an Event of Default:

(a) in the opinion of the Province, the Vendor breaches any representation, warranty, covenant or other material term of the Agreement (including the Manuals) or fails to do any of the following in accordance with the terms and conditions of the Manuals or the Agreement:

(i) carry-out the Program; and/or

(ii) claim for Funds for a Device pursuant to the terms and conditions in the Manuals.

(b) the Vendor's operations or its organizational structure changes (including changes of management or control as contemplated in Article 19) such that the Vendor and/or its principals no longer meet one or more of the applicable eligibility requirements of the Program under which the Province provides the Funds;

(c) the Vendor makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(d) the Vendor dies, ceases to operate, is dissolved or wound up; or

(e) an event of Force Majeure that continues for a period of sixty (60) days or more.

12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) provide the Vendor with an opportunity to remedy the Event of Default;

(b) suspend the payment of Funds for such period as the Province determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further payment of Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Vendor, including any interest accrued on those amounts;

(f) demand the repayment of an amount equal to any Funds the Vendor received, but did not use to provide the Device in accordance with the Agreement;

(g) demand the repayment of an amount equal to any Funds the Province provided to the Vendor;

(h) terminate the Agreement at any time, including immediately, upon giving Notice to the Vendor, in which case, the Parties shall follow the process set out in section 10.2, with necessary changes as required for this Article; or

(i) avail itself of any other rights available to it in law or equity that the Province considers necessary.

12.3 Opportunity to Remedy. If, in accordance with section 12.2(a), the Province provides the Vendor with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Vendor of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

12.4 Vendor not Remedying. If the Province has provided the Vendor with an opportunity to remedy the Event of Default pursuant to section 12.2(a), and:

(a) the Vendor does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Vendor cannot completely remedy the Event of Default within the Notice Period; or

(c) the Vendor is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

12.5 When Termination Effective. Termination under this Article shall take effect as set out in the Notice.

Article 13 – Repayment and Set-off

13.1 Debt Due. If:

(a) the Province demands the payment of any Funds or any other money from the Vendor; or

(b) the Vendor owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Vendor, and the Vendor shall pay or return the amount to the Province immediately, unless the Province directs otherwise. The Province may set-off any debts due or Funding the Vendor owes to the Province against any future Funding to be provided to the Vendor.

13.2 Interest Rate. The Province may charge the Vendor interest on any money owing by the Vendor at the then current interest rate charged by the Province of Ontario on accounts receivable.

13.3 Payment of Money to Province. The Vendor shall pay any money owing to the Province by credit note.

Article 14 – Notice

14.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by email, courier, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Vendor 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: Senior Manager Fax: 416-327-8192 Email: adp@ontario.ca

To the Vendor:

Legal Name of Vendor

Address			
Unit Number	Street Number	Street Name	PO Box
City/Town		Province	Postal Code
Attention			
Fax Number	Email Address		

14.2 Notice Given. Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after a Party mails the Notice;

(b) in the case of courier, three days after a Party couriers the Notice; or

(c) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

14.3 Postal Disruption. Despite section 14.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

Article 15 – Terms and Conditions

15.1 Terms and Conditions. The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

Article 16 – Severability of Provisions

16.1 Invalidity or Unenforceability of Any Provision. 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.

Article 17 – Waiver

17.1 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 14. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

Article 18 – Independent Parties

18.1 Parties Independent. The Vendor acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Vendor shall not take any actions that could establish or imply such a relationship.

Article 19 – Assignment of Agreement or Funds/Change of Management or Control

19.1 No Assignment/Change of Ownership/Control Without Approval.

(a) The Vendor shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

(b) In the event that the Vendor undergoes any material change in the management or change in control of all or any part of the Vendor's business generally, or in respect of any location approved by the Province as a result of the sale, assignment or transfer of any shares in or assets of the Vendor, the Vendor shall immediately disclose such change to the Ministry in writing and shall comply with any terms and conditions subsequently prescribed by the Province resulting from the disclosure.

19.2 Agreement to Extend. All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

Article 20 – Governing Law

20.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

Article 21 – Further Assurances

21.1 Agreement into Effect. The Vendor 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 22 – Circumstances Beyond the Control of Either Party

22.1 Force Majeure Means. Subject to section 22.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

22.2 Force Majeure Includes. Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 22.1.

22.3 Force Majeure Shall Not Include. Force Majeure shall not include:

(a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.

22.4 Failure to Fulfil Obligations. Subject to section 12.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

Article 23 – Survival

23.1 Survival. The provisions in Article 1, any other applicable definitions, sections 6.1 and 6.2, Article 8, section 10.2, section 11.2, 12.1, 12.2(b), (c), (d), (e), (f), (g) and (i), Articles 13, 14, 16, 20, 23, 24, 26, 27, 28, 29.2 and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of termination of the Agreement.

Article 24 – Attachments

24.1 Attachments. The Agreement includes the Manuals (which are hereby incorporated by reference into this Agreement) and the following schedules:

(a) Schedule "A" - Program Description; and

(b) Schedule "B" - Consolidated Operating Information

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

Article 25 – Counterparts

25.1 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 26 – Joint and Several Liability

26.1 Joint and Several Liability. Where the Vendor is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Vendor under the Agreement.

Article 27 – Rights and Remedies Cumulative

27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

27.2 Non-Exclusivity. Nothing in this Agreement shall in any way limit the Province from contracting with any other person or entity for the delivery of the same or similar work as described in this Agreement.

Article 28 – Entire Agreement

28.1 Entire Agreement. The Agreement, together with the Manuals, constitutes the entire contract between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

28.2 Modification of Agreement/Manuals. The Agreement may only be amended by a written agreement duly executed by the Parties. The Province may amend or replace the Manuals at any time, in its sole discretion without the consent of the Vendor. The Vendor agrees to and shall be deemed to be bound by such changes to the Manuals in order to be eligible to receive any Funding after the date of such changes.

Article 29 – Acquisition of Goods and Services

29.1 Acquisition. Subject to section 29.2, if the Vendor acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.

29.2 BPSAA. For clarity, if the Vendor is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

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

Her Majesty the Queen in right of Ontario as represented by the Minister of Health

Name | Title

Signature | Date (yyyy/mm/dd)

Name of Signing Officer | Title

Signature of Signing Officer | Date (yyyy/mm/dd)

I have authority to bind the Vendor.

Name of Witness (witness if sole ownership)

Address of Witness | Town/City | Province

Signature of Witness | Date (yyyy/mm/dd)

Schedule “A” – Program Description

Program Description

The Province operates the Assistive Devices Program (ADP) to provide consumer centred support and funding to Ontario residents who have long-term physical disabilities and to provide access to personalized assistive devices appropriate for the individual’s basic needs.

Devices that are financially supported by the Province through the ADP are intended to enable people with physical disabilities to increase their independence through access to assistive devices responsive to their individual needs. The assistive devices are varied and cover over 8,000 separate pieces of equipment or supplies.

Ontarians obtain access to a Device often through a medical specialist or general practitioner who may provide a diagnosis and determines the need for a Device. For most Devices, an Authorizer registered with the ADP assesses the specific needs of the individual and specifies appropriate equipment or supplies. Finally, the ADP registered Vendor of the Device sells or dispenses the Device to an Eligible Person.

In many categories, once the Vendor provides the Device to an Eligible Person, the Vendor seeks financial reimbursement from the Province for the amounts established and approved by the Province in the Manuals. In some categories, the ADP provides a grant or re-imbursement directly to the client.

The Vendor must first be registered with the ADP as a Vendor of the Device – which information will be updated and consolidated from time to time in Schedule “B” to this Agreement. After this Agreement is executed by the Parties, the Vendor shall offer the Device to Eligible Persons pursuant to the terms and conditions of this Agreement. The Province will provide Funds to the Vendor in connection with its participation in the Program for the Device, but only in accordance with the terms and conditions of the Agreement and the Manuals. Specifically, the Vendor must provide all required documentation to the Ministry as set out in the Manuals to be eligible to receive Funding for any Device provided to an Eligible Person.

Timelines related to the Vendor’s obligations in respect of the provision of the Device and/or applications for any Funding are set out in the Manuals. The Vendor acknowledges and agrees that in most cases, no Funding will be provided in advance of the delivery of a Device to an Eligible Person.

Schedule “B” – Consolidated Operating Information

This Schedule “B” is attached to and forms part of the agreement dated day of , , entered between Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and

(day) (month) (year)

(Agreement). All capitalized terms used in this Schedule “B” shall, unless otherwise defined herein, have the meanings given to them in the Agreement.

The Ministry shall update and replace this Schedule “B” from time to time during the Term to capture and consolidate any changes or modifications to all Approved Locations, Operating Names, Vendor Registration Numbers and Devices in connection with the Vendor’s participation in the Program.

All updates must be signed by both the Province and the Vendor and will be effective as of the date indicated below. Each newly signed Schedule “B” shall supersede all prior written versions of this Schedule “B” and any other written or oral agreements concerning the subject matter below as it relates to Vendor’s participation in the Program.

Vendor Registration Number	Operating Name	Approved Location	Devices

In Witness Whereof the parties hereto have executed this Schedule “B” effective day of , .

(day) (month) (year)

Her Majesty the Queen in right of Ontario as represented by the Minister of Health

Name Title

Signature Date (yyyy/mm/dd)

Name of Signing Officer Title

Signature of Signing Officer Date (yyyy/mm/dd)

I have authority to bind the Vendor.