



Request for Proposals

For

Dental Services

Request for Proposals No.: **RFP 2018-0002**

Issued: **Friday June 1, 2018**

Submission Deadline: **Tuesday July 3, 2018 on or before 9:00 a.m. local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Wellington-Dufferin-Guelph Public Health (“WDGPH”) to prospective proponents to submit proposals for Dental Services, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

WDGPH wishes to retain a Dentist as an independent contractor of WDGPH to provide dental services at its 160 Chancellors Way, Guelph location as part of the Healthy Smiles Ontario program, pursuant to the rules and regulations of the Royal College of Dental Surgeons of Ontario.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Sandy Dack, sandy.dack@wdgpublichealth.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of WDGPH, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with WDGPH for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between WDGPH and the selected proponent. It is WDGPH’s intention to enter into an agreement with only one (1) legal entity.

1.4 RFP Timetable

Issue Date of RFP	Friday June 1, 2018
Deadline for Questions	Friday June 22, 2018 9:00 am local time
Deadline for Issuing Addenda	Wednesday June 27, 2018 4:00 pm local time
Submission Deadline	Monday June 25, 2018 on or before 9:00 am local time
Rectification Period	2 days
Contract Negotiation Period	15 calendar days
Anticipated Execution of Agreement	Wednesday August 8, 2018

The RFP timetable is tentative only, and may be changed by WDGPH at any time. For greater clarity, business days means all days that WDGPH is open for business.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted based on the instructions described in the advertisement.

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Bidding System by the Submission Deadline.

1.5.4 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the proponent is solely responsible for ensuring that the proposal is withdrawn through the Bidding System. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

WDGPH will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, WDGPH will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that WDGPH issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation of Submissions

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

WDGPH will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of WDGPH as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

WDGPH will evaluate each qualified proposal on the basis of the rated criteria as set out in Section F of the RFP Particulars (Appendix D). The eight (8) top scoring proponents in Stage II will be selected to move forward to Stage III – Interview.

2.4 Stage III – Evaluation of Interview

2.4.1 Rated Criteria

WDGPH will evaluate each proponent based on an interview process to be held at the WDGPH office located at 160 Chancellors Way. The interview will be approximately sixty (60) minutes in length. The top three (3) scoring proponents in Stage III will be selected to move forward to Stage IV – References.

2.5 Stage IV – Evaluation of References

2.5.1 Rated Criteria

WDGPH will evaluate each proponent based on a reference check process.

2.6 Stage V – Ranking and Contract Negotiations

2.6.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage III and Stage IV will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with WDGPH. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

2.6.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of WDGPH or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between WDGPH and the selected proponent. Negotiations may include requests by WDGPH for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by WDGPH for improved pricing or performance terms from the proponent.

2.6.3 Time Period for Negotiations

WDGPH intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date WDGPH invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.6.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, WDGPH may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until WDGPH elects to cancel the RFP process.

2.6.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance

In the evaluation process, WDGPH may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with WDGPH or other institutions.

3.1.5 Information in RFP Only an Estimate

WDGPH and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by WDGPH

WDGPH will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

WDGPH makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. WDGPH may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. WDGPH is under no obligation to provide additional information, and WDGPH is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. WDGPH is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If WDGPH, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by WDGPH. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If WDGPH determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, WDGPH may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, WDGPH may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). WDGPH may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by WDGPH and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of WDGPH in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

WDGPH may disqualify a proponent for any conduct, situation or circumstances, determined by WDGPH, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

WDGPH may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if WDGPH determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials

or other representatives of WDGPH; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

WDGPH may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by WDGPH, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of WDGPH

All information provided by or obtained from WDGPH in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of WDGPH and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from WDGPH; and
- (d) must be returned by the proponent to WDGPH immediately upon the request of WDGPH.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by WDGPH. The confidentiality of such information will be maintained by WDGPH, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by WDGPH to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor WDGPH will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and WDGPH by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of WDGPH to enter into an agreement for the Deliverables.

3.6.4 Cancellation

WDGPH may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A - FORM OF AGREEMENT

THIS AGREEMENT (the “Agreement”), made in duplicate, for the provision of dental services is effective as of the (insert start date for the term)

BETWEEN:

Board of Health of Wellington-Dufferin-Guelph Health Unit
160 Chancellors Way
Guelph, ON
N1G 0E1
(referred to as “WDGPH”)

AND:

Insert Full Legal Name of Dentist
(referred to as “the Dentist”)

WHEREAS

- A. Healthy Smiles Ontario is a government-funded dental program, providing free preventive, routine, and emergency dental services for children and youth seventeen years old and under from low-income households.
- B. WDGPH provides dental services at its 160 Chancellors Way, Guelph location as part of the Healthy Smiles Ontario program, pursuant to the rules and regulations of the Royal College of Dental Surgeons of Ontario.
- C. The Dentist is engaged in the business of providing dental services to persons and organizations.
- D. WDGPH wishes to retain the Dentist as an independent contractor of WDGPH, as per the provisions of this Agreement.

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

1. INTERPRETATION

Defined Terms:

When used in the Agreement, the following words or expressions have the following meanings:

“**ABELDent**” means the WDGPH Dental Practice Management software.

“**Accerta**” means the Ontario Government’s social services dental benefits provider.

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which WDGPH has elected to be closed for business.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Dentist had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of the Dentist’s Submission that is confidential to the WDGPH and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or (b) in relation to the performance of the Contract, the Dentist’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Contract” means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; and (b) any amendments executed in accordance with the terms of the Agreement.

“Dental Services” means the activities within the scope of the Ontario Healthy Smiles Program, as such program may be amended from time to time.

“Dentist Address” and **“Dentist Representative”** mean:
(insert mailing address, name, title, telephone and email address)

“Expiry Date” means (insert date) or, if the original term is extended, the final date of the extended term.

“Indemnified Parties” means the WDGPH and the WDGPH’s directors, officers, agents, employees and volunteers.

“IPAC” means Infection Prevention and Control Canada, a multidisciplinary member based association committed to public wellness and safety by advocating for best practices in infection prevention and control in all settings.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof.

“Personal Information” means recorded information about an identifiable individual or that may identify an individual.

“PHIPA” means the *Personal Health Information Protection Act*.

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them.

“**Term**” means the period of time from the effective date first above written up to and including the earlier of; (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms.

“**WDGPH Address**” and “**WDGPH Representative**” mean:
(Insert mailing address, name, title, telephone and email address)

“**WDGPH Confidential Information**” means all information of the WDGPH that is of a confidential nature, including all confidential information in the custody or control of the WDGPH, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Dentist in connection with the Contract. For greater certainty, WDGPH Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the WDGPH, the Dentist or any third-party; (ii) all information (including Personal Information, Personal Health Information and sensitive information for non-person entities) that WDGPH is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Dentist of any duty of confidentiality owed by the Dentist to WDGPH or to any third-party; (ii) the Dentist can demonstrate to have been rightfully obtained by the Dentist, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Dentist free of any obligation of confidence; (iii) the Dentist can demonstrate to have been rightfully known to or in the possession of the Dentist at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Dentist; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information, Personal Health Information and sensitive information for non-person entities or the obligations attaching thereto under the Contract or at law.

2. GENERAL TERMS

- 2.1 **No Indemnities from WDGPH.** Notwithstanding anything else in the Contract, any express or implied reference to WDGPH providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of WDGPH beyond the obligation to pay the Dentist in the manner described in Schedule A of this Agreement, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.
- 2.2 **Entire Contract.** The Contract embodies the entire agreement between the parties with regard to the provision of the Dental Services and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Dental Services, existing between the parties at the date of execution of the Agreement.
- 2.3 **Severability.** If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such terms and conditions to the parties, Persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby.

- 2.4 **Failure to Enforce Not a Waiver.** Any failure by WDGPH to insist on one or more instances upon strict performance by the Dentist of any of the terms or conditions of the contract shall not be construed as a waiver by WDGPH of its right to require strict performance of any such terms or conditions, and the obligation of the Dentist with respect to such performance shall continue in full force and effect.
- 2.5 **Changes by Written Amendment Only.** Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.
- 2.6 **Force Majeure.** Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, then except as any applicable legislation may otherwise provide, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.
- 2.7 **Notice by Prescribed Means.** Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the WDGPH Address to the attention of the WDGPH Representative and to the Dentist's Address to the attention of the Dentist's Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email, one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.
- 2.8 **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3. NATURE OF RELATIONSHIP BETWEEN WDGPH AND THE DENTIST

- 3.1 **Dentist Power to Contract.** The Dentist represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of WDGPH under this Contract.

- 3.2 **Representatives May Bind the Parties.** The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 3.3 **Dentist Not a Partner, Agent or Employee.** The Dentist shall have no power or authority to bind WDGPH or to assume or create any obligation or responsibility, express or implied, on behalf of WDGPH. The Dentist shall not hold itself out as an agent, partner or employee of WDGPH. Nothing in the Agreement shall have the effect of creating an employment, partnership or agency relationship between WDGPH and the Dentist.
- 3.4 **Non-Exclusive Contract.** The Dentist acknowledges that it is providing the Dental Services on a non-exclusive basis. WDGPH makes no representation regarding the volume, or billings, of Dental Services required under the Contract. In the event of WDGPH expanding the provision of Dental Services to additional WDGPH offices or increasing the frequency of provision of Dental Services at 160 Chancellors Way, WDGPH reserves the right to contract with other parties for the same or similar Dental Services as those provided by the Dentist. However, subject to satisfactory performance of the Dentist, the Dentist will have the right of first refusal. WDGPH acknowledges that the Dentist is providing dental services on a non-exclusive basis to other persons or entities.
- 3.5 **Responsibility of Dentist.** The Dentist agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Dentist's liabilities under the contract and under the general application of law. The Dentist shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Dentist pursuant to the Contract or otherwise at law or in equity, the Dentist shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Contract.
- 3.6 **Rules Regarding Subcontracting or Assignment.** The Dentist shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of WDGPH. Such consent will be in the sole discretion of WDGPH and subject to the terms and conditions that may be imposed by WDGPH. Without limiting the generality of the conditions which WDGPH may require prior to consenting to the Dentist's use of a subcontractor, every contract entered into by the Dentist with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontract. Nothing contained in the Contract shall create a contractual relationship between any subcontractor and WDGPH.
- 3.7 **Duty to Disclose Change of Control.** In the event that the Dentist undergoes a change in control, the Dentist shall immediately disclose such change in control to WDGPH and shall comply with any terms and conditions subsequently prescribed by WDGPH resulting from the disclosure.

- 3.8 **Conflict of Interest.** The Dentist shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to WDGPH without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by WDGPH to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, WDGPH may immediately terminate the Contract upon giving notice to the Dentist where: (a) the Dentist fails to disclose an actual or potential Conflict of Interest; (b) the Dentist fails to comply with any requirements prescribed by WDGPH to resolve a Conflict of Interest; or (c) the Dentist's Conflict of Interest cannot be resolved to the satisfaction of WDGPH. This paragraph shall survive any termination or expiry of the Contract.
- 3.9 **Contract Binding.** The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

4. CONFIDENTIALTY

- 4.1 **Confidentiality and Promotions Restrictions.** Any publicity or publications related to the Contract shall be at the sole discretion of WDGPH. WDGPH may, at its sole discretion, acknowledge the Dental Services provided by the Dentist in any such publicity or publication. The Dentist shall not make use of its association with WDGPH without the prior written consent of WDGPH. Without limiting the generality of this paragraph, the Dentist shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by WDGPH.
- 4.2 **WDGPH Confidential Information.** During and following the Term, the Dentist shall: (a) keep all WDGPH Confidential Information confidential and secure; (b) limit the disclosure of WDGPH Confidential Information to only those of its directors, officers, employees, agents, partners, volunteers or subcontractors who have a need to know it for the purposes of providing the Dental Services and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any WDGPH Confidential Information (except for the purposes of providing the Dental Services or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of WDGPH and (ii) in respect of any WDGPH Confidential Information about any third-party, the written consent of such third-party; (d) provide WDGPH Confidential Information to WDGPH on demand; and (e) return all WDGPH Confidential Information to WDGPH before the end of the Term, with no copy or portion kept by the Dentist.
- 4.3 **Restrictions on Copying.** The Dentist shall not copy any WDGPH Confidential Information, in whole or in part, unless copying is essential for the provision of the Dental Services. On each copy made by the Dentist, the Dentist must reproduce all notices which appear on the original.

- 4.4 **Notice of Breach.** The Dentist shall notify WDGPH promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of WDGPH Confidential Information.
- 4.5 **Injunctive and Other Relief.** The Dentist acknowledges that breach of any confidentiality provisions may cause irreparable harm to WDGPH or to any third-party to whom WDGPH owes a duty of confidence and that the injury to WDGPH or to any third-party may be difficult to calculate and inadequately compensable in damages. The Dentist agrees that WDGPH is entitled to obtain injunctive relief (without proving any damage sustained by it or any third-party) or any other remedy against any actual or potential breach of the confidentiality provisions.
- 4.6 **Notice and Protective Order.** If the Dentist or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any WDGPH Confidential Information, the Dentist will provide WDGPH with prompt notice to that effect in order to allow WDGPH to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with WDGPH and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Dentist will disclose only that portion of WDGPH Confidential Information which the Dentist is legally compelled to disclose, only to such person or persons to which the Dentist is legally compelled to disclose, and the Dentist shall provide notice to each such recipient (in co-operation with legal counsel for WDGPH) that such WDGPH Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such WDGPH Confidential Information subject to those terms and conditions.
- 4.7 **FIPPA and/or PHIPA Records and Compliance.** The Dentist and WDGPH acknowledge and agree that FIPPA and/or PHIPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Dentist agrees (a) to keep Records secure; (b) to provide Records to the WDGPH within seven (7) calendar days of being directed to do so by WDGPH for any reason including an access request or privacy issue; (c) not to access any Confidential Information unless the WDGPH determines, in its sole discretion, that access is permitted under FIPPA and/or PHIPA and is necessary in order to provide the Dental Services; (d) not to directly or indirectly use, collect, disclose or destroy any Confidential Information for any purposes that are not authorized by WDGPH; (e) to ensure the security and integrity of Confidential Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Confidential Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Dental Services and who have been specifically authorized by a WDGPH representative to have such access for the purpose of providing the Dental Services; (g) to implement other specific security measures that in the reasonable opinion of WDGPH would improve the adequacy and effectiveness of the Dentist's measures to ensure the security and integrity of Confidential Information and Records generally; and (h) that any confidential information supplied to WDGPH may be disclosed by WDGPH where it is obligated to do so under FIPPA and/or PHIPA, by an order of a court or tribunal or pursuant

to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

- 4.8 **Survival.** The confidentiality provisions shall survive any termination or expiry of the Contract.

5. INDEMNITIES AND INSURANCE

- 5.1 **Dentist Indemnity.** The Dentist 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, (collective, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Dentists, its subcontractors or their respective directors, officers, agents, employees, partners affiliates, volunteers or independent contractors in the course of the performance of the Dentist's obligations under, other otherwise in connection with, the Contract. The Dentist further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, WDGPH, claimed or resulting from such Claims. It is further understood and agreed that the WDGPH shall have no liability or responsibility for the withholding, collection, or payment of income taxes, Employment Insurance, Canada Pension Plan Remittances, vacation pay, statutory holiday pay, Workplace Safety and Insurance Premiums, or statutory or other taxes or payments of any other nature on behalf or in respect of or for the benefit of the Dentist or any person employed by the Dentist. The Dentist agrees to indemnify and hold the Indemnified Parties harmless 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 that the Indemnified Parties may incur by reason of any order, penalty, interest or tax that may be assessed or levied against the Indemnified Parties as a result of the failure or delay of the Dentist to make any payments or remittances or to file any return or information required by any law, ordinance or regulation. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.
- 5.2 **Professional Liability.** The Dentist shall obtain and maintain in good standing, during the terms of this Agreement, and any renewals or extensions, Professional Malpractice Liability insurance with a reputable insurer providing coverage on an occurrence basis in a minimum amount of \$3,000,000 per occurrence and \$6,000,000 in the aggregate. This policy shall provide coverage for acts, errors or omissions arising from the Dental Services performed under this Agreement and with such endorsements as may be reasonably requested by WDGPH from time to time
- 5.3 **Commercial General Liability.** The Dentist hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, Commercial General Liability Insurance satisfactory to WDGPH and underwritten by an insurer having a secure A.M. Best rating of B + or greater, or equivalent, licensed to conduct business in the Province

of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- A limit of liability of not less than \$3,000,000 per occurrence with an aggregate of not less than \$6,000,000
- WDGPH as an additional named insured with respect to liability arising in the course of Performance of the Dentist's obligations under, or otherwise in connection with, the Contract
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
- Non-owned automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- Products and completed operations coverage.
- Broad Form Property Damage
- Contractual Liability
- Owners and Contractors Protective
- The policy shall provide 30 days' prior written notice of cancellation.

5.4 **WSIB.** The Dentist will comply with all applicable workplace safety and insurance laws and regulations and, will obtain and provide proof of valid coverage for the Dentist and the chairside Certified Dental Assistant and any employee or subcontractor of the Dentist under the Workplace Safety and Insurance Act of Ontario by means of a current Workplace Safety and Insurance Act of Ontario clearance certificate to WDGPH upon request. The Dentist covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under the Workplace Safety and Insurance Act of Ontario during the Term. The Dentist further agrees to indemnify WDGPH for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Dentist's failure to comply with any applicable workplace safety and insurance laws or related to the Dentist's status with the Workplace Safety and Insurance Act of Ontario.

5.5 **Conditions.** All insurance required pursuant to this Agreement shall, where applicable, be in accordance with the requirements of the College, and with an insurer licensed to sell insurance in the Province of Ontario. The Dentist's insurance shall be primary coverage and will not call into contribution any other insurance available to WDGPH. Upon execution of this Agreement, the Dentist shall provide a certificate of insurance evidencing such valid insurance coverage and thereafter any renewals thereof on or before the expiry of any such insurance and such certificates shall contain a provision that the insurer shall not cancel, or materially change coverage as would affect this Agreement without providing WDGPH with at least 30 days prior notice. The Dentist shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain. The insurance requirements stated herein shall not limit, reduce or waive any of the Dentist's obligations to indemnify WDGPH under this Agreement.

5.6 **Notice of Claims.** In the event that a person is injured and/or events occur through or connected with the performance of a party's obligations under this Agreement, which could form the basis of a claim, the party shall forthwith deliver notice of the same to the other.

6. TERMINATION, EXPIRY AND EXTENSION

- 6.1 **Early Termination by WDGPH.** WDGPH reserves the right to terminate the Contract, without cause, at any time either during the term of this Agreement or in the event that the Dentist is permitted to continue providing services following the expiry of the term, at any time thereafter, upon the greater of thirty (30) calendar days prior notice to the Dentist or such notice or payment as any applicable legislation may require.
- 6.2 **Immediate Termination of Contract.** Unless otherwise required by any applicable legislation, WDGPH may immediately terminate the Contract upon giving notice to the Dentist where (a) the Dentist is adjudged bankrupt, makes a general assignment to the benefit of its creditors or a receiver is appointed on account of the Dentist's insolvency; (b) the Dentist breaches any of the confidentiality provisions of the Agreement; (c) the Dentist breaches the Conflict of Interest paragraph under the heading Nature of Relationship between WDGPH and the Dentist; (d) the Dentist, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to WDGPH; (e) the Dentist undergoes a change in control which adversely affects the Dentist's ability to satisfy some or all of its obligations under the Contract; (f) the Dentist subcontracts for the provision of part of all of the Dental Services or assigns the Contract without first obtaining the written approval of WDGPH; or (g) the Dentist's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

Notwithstanding the generality of the above, unless otherwise required by any applicable legislation, WDGPH may immediately terminate the Contract if (a) the Dentist is convicted of a Criminal Code offence; (b) the Dentist is proven to have committed an act of malpractice or negligence relating to the performance of the Dental Services; (c) the Dentist's Royal College of Dental Surgeons Certificate of Registration is affected by a suspension, revocation, voluntary commitment to suspend practice or other adverse action; (d) the Dentist is proven to have committed theft of WDGPH property, whether or not the theft is reported by WDGPH and (e) the province of Ontario terminates the Healthy Smiles Ontario Program.

- 6.3 **Dispute Resolutions by Rectification Notice.** Subject to the above paragraph, and unless otherwise required by any applicable legislation, where the Dentist fails to comply with any of its obligations under the Contract, WDGPH may issue a rectification notice to the Dentist setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Dentist shall either: (a) comply with the rectification notice; or (b) provide a rectification plan satisfactory to WDGPH. If the Dentist fails to comply with that rectification notice or provide a satisfactory rectification plan, WDGPH may immediately terminate the Contract. Where the Dentist has been given a prior rectification notice, the same subsequent type of non-compliance by the Dentist shall allow WDGPH to immediately terminate the Contract.
- 6.4 **Early Termination by Dentist.** The Dentist shall have the option to terminate this Agreement without liability, damage or cost or further obligation to WDGPH for any reason whatsoever or no reason on giving at least 90 days' notice to the Health Unit.

- 6.5 **Dentist Obligations on Termination.** On termination of the Contract, the Dentist shall, in addition to its other obligations under the Contract and at law (a) at the request of WDGPH, provide WDGPH with any completed or partially completed Dental Services; (b) provide WDGPH a report detailing: (i) the current state of the provision of the Dental Services by the Dentist at the date of termination; and (ii) any other information requested by WDGPH pertaining to the provision of the Dental Services and performance of the Contract; (c) execute such documentation as may be required by WDGPH to give effect to the termination of the Contract; and (d) comply with any other instructions provided by WDGPH, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.
- 6.6 **Dentist's Payment Upon Termination.** Unless otherwise required by any applicable legislation, on termination of the Contract, WDGPH shall only be responsible for the payment of Dental Services provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Dentist of its warranties and other responsibilities relating to the Dental Services performed or money paid. In addition to its other rights of holdback or set off, unless otherwise required by any applicable legislation, WDGPH may hold back payment or set off against any payments owed if the Dentist fails to comply with its obligations on termination.
- 6.7 **Expiry and Extension of Contract.** The Contract shall expire on its original Expiry Date, unless WDGPH exercises its option to extend the Contract, such extension to be upon the same terms, conditions and covenants contained in the Contract. The option shall be exercisable by WDGPH giving notice to the Dentist not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

7. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed the Agreement effective as of the date first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

) **BOARD OF HEALTH OF WELLINGTON-**
) **DUFFERIN- GUELPH HEALTH UNIT**
)
)

) Per: _____
) Signature↑
) Print Name→
) Office Held→
)

) I have authority to bind the Corporation.
)

) Executed by WDGPH on: _____
) insert date↑
)

) **DENTIST:**
)
)
)
)

Witness Signature of Dentist↑

) _____
) Dr., DDS Signature↑
)

) Executed by the Dentist on: _____
) insert date↑
)

SCHEDULE A – DENTAL SERVICES

Dental Services: Subject to the Bylaws of the Royal College of Dental Surgeons of Ontario and the Regulated Health Professions Act of Ontario and the Rules and Regulations thereunder and amendments to the foregoing, the Dentist will provide services as a dentist, as part of the practice of dentistry, and education to and promotion of high quality dental care for patients of WDGPH. (the “Dental Services”)

Qualifications. The Dentist represents and warrants that the Dentist has the requisite skill, experience and the professional designations and credentials required to provide the Services and carry out the Dentist’s other obligations under this Agreement in a professional and proficient manner. During the term of this Agreement, the Dentist shall hold a certificate of registration from the Royal College of Dental Surgeons of Ontario (the “**College**”) and remain in good standing with the College. The Dentist shall provide proof of such registration and standing to WDGPH from time to time as may be requested by WDGPH.

Location Of Services. The Dental Services shall be provided by the Dentist at the WDGPH office located at 160 Chancellors Way, Guelph, ON.

Schedule of Services.

The Dental Services will be provided every Thursday from 9am to 6pm.

The Dentist’s schedule is subject to change on thirty days’ written notice depending on the needs of WDGPH and the availability of work.

The Dentist is responsible for the determination of the treatment times regarding interaction with each patient and the execution of the Dental Services.

The Dentist may take up to six weeks off per year from providing the Dental Services. The Dentist will provide ninety (90) days’ notice of any interruption to the provision of Dental Services up to one week and six (6) months’ notice of any interruption to the provision of Dental Services of more than one week.

No Guarantee. The Dentist understands that WDGPH is in no way guaranteeing any number of available patients or levels of income to the Dentist during the term of the Agreement. The Dentist understands that WDGPH may distribute patients or work disproportionately among the Dentist and any other dentist(s) which may retained by WDGPH in the future.

Equipment and Instruments. The Dentist shall use equipment, instruments and materials for each dental procedure that comply with IPAC standards.

Manner of Providing Services. The Dentist shall provide the Services without instructions or other interference from WDGPH, except as explicitly provided for in this Agreement and provided that the Dentist devotes the Dentist’s best efforts and abilities thereto.

Supports. WDGPH hereby grants a non-exclusive, revocable license to the Dentist to use the professional premises located at 160 Chancellors Way or any such replacement premises as may be required from time to time during the term of this Agreement, together with such equipment

and services necessary for the Dentist to perform the Dental Services. For greater clarity, WDGPH will provide the following:

- (a) All equipment, instruments and materials reasonably necessary to provide the Dental Services;
- (b) WDGPH Dental staff to perform sterilization, stocking of supplies, booking of clients, equipment maintenance, and other tasks deemed necessary, in the opinion of WDGPH, to facilitate the operation of the professional premises located at 160 Chancellors Way;
- (c) Dentist will at the Dentist's own expense provide and be responsible for their own chairside Certified Dental Assistant to support the provision of Dental Services directly to WDGPH clients.

Clients and Client Records. All clients for whom the Dentist performs Services or has any other dealings in connection with this Agreement, are and shall be deemed to be clients of WDGPH. All client files, charts, notes and other related documentation shall be and remain the property of WDGPH.

Patient Retreatment. The Dentist agrees to be responsible for any working requiring retreatment that was originally performed by the Dentist. For the term of this Agreement and for a period of twelve (12) months after the expiry date of this Agreement, the Dentist authorizes WDGPH as follows in respect of work requiring retreatment:

- (a) At the discretion of WDGPH, WDGPH will contact the Dentist to allow the Dentist to perform the retreatment work, provided the work is done at WDGPH, and provided the Dentist pays for supplies, laboratory fees and other costs associated with the work and
- (b) If the Dentist is not available to perform the retreatment work, refuses to perform the retreatment work or if the matter is an emergency and therefore it is not practical to have the Dentist perform the retreatment work, then the Dentist hereby authorizes WDGPH to perform the retreatment work on the Dentist's behalf and the Dentist will reimburse WDGPH for such work according to the then-current dental practice fee guide in use.

Obligations of the Dentist:

- (a) Use the Dentist's best skills in endeavoring to perform the Dental Services and other obligations under this Agreement;
- (b) Comply with all acts, orders, regulations and other instruments for the time being having the force of law applicable to dentists in the Province of Ontario;
- (c) Remain a duly registered land licensed dentist in the Province of Ontario;
- (d) Maintain a local business licence, if required by the municipality in which the Dental Services are provided;

- (e) Maintain and pay for all necessary practice certificates and licences to retain the Dentist's membership in the College and remain a member in good standing in the College;
- (f) Render emergency treatment to patients of WDGPH as required from time to time;
- (g) Use best efforts to attend staff meetings as requested by WDGPH;
- (h) Show evidence in day to day work of being approachable, comfortable, respectful and kind with children, families and WDGPH staff;
- (i) Represent WDGPH in a positive light and in a manner which reflects WDGPH's vision, mission and values;
- (j) Undergo a criminal record and vulnerable sector check annually and provide results to WDGPH;
- (k) Champion a culture of acting in the best interest of WDGPH's client's health and wellbeing;
- (l) Set an example of open communication, transparency and accountability;
- (m) Work collaborative and positively with WDGPH staff and Clinic Manager to achieve clinic targets, goals and vision;
- (n) Abide by all reasonable policies and procedures of WDGPH in place from time to time of which the Dentist is or ought reasonably to be aware; and
- (o) Prior to commencing the provision of Dental Services, provide evidence of vaccination records of annual influenza and adult immunization for both the Dentist and the Dentist's chairside Certified Dental Assistant by completing the WDGPH "Immunization Data Form", WDGPH Form CA.30.01.111, and email the form to EHD@wdgpublichealth.ca Refer to the WDGPH Immunization Policy, CA.52.01.111. The Immunization Data Form must be completed and returned no later than 5 working days prior to the effective date of the Agreement. WDGPH recommends that the Dentist and Certified Dental Assistant go to their healthcare provider or email EHD@wdgpublichealth.ca to make arrangements for any immunization required.

Ownership and Restrictive Covenants.

Ownership: The Dentist agrees that:

- (a) All information and intellectual property including, without limitation, patient charts, files and Confidential Information relating to the Dental Services shall at all times be the exclusive property of WDGPH and shall forthwith be delivered by the Dentist to WDGPH as WDGPH may at any time direct;

- (b) Any furnishings, equipment, instruments, materials, records or other property provided by WDGPH to the Dentist shall remain the exclusive property of WDGPH at all times; and
- (c) The exclusive ownership of the goodwill and proprietary right to provide patients of WDGPH with dental care including, without limitation, Dental Services, shall at all times remain with WDGPH, notwithstanding that some or all of such patients for whom the Dentist has provided dental care or with whom the Dentist has had any dealings during the course of providing Dental Services, may have been induced to give their patronage to WDGPH by the solicitation of the Dentist, or may have been patients of the Dentist prior to the Dentist's engagement hereunder.

Restrictive Covenants. The Dentist shall not:

- (a) Use the professional premises outside of scheduled dates and times as agreed to by the parties, or use the professional premises for any other purpose other than the provision of the Services to clients of WDGPH;
- (b) Make any additions or alternations to the professional premises located at 160 Chancellors Way without the prior written approval of WDGPH;
- (c) During the term of this Agreement and for a period ending two years after the termination of this Agreement for any reason, (a) solicit for employment or engagement any staff of WDGPH, or (b) without the written consent of WDGPH, either directly or indirectly hire or engage the services of, or cause or encourage any other dentist to hire or engage the services of, any staff employed or engaged at WDGPH while such staff are staff of WDGPH or within the six month period after any such person has ceased to be a staff member at WDGPH.

Fees and Accounting for Dental Services

- (a) All accounts for Dental Services will be rendered in the name of WDGPH. WDGPH will collect all patient accounts rendered by the Dentist on behalf of the Dentist for Dental Services provided at the WDGPH location 160 Chancellors Way, Guelph, Ontario.
- (b) The Dentist will ensure that patient charts are properly completed to reflect work performed and will request WDGPH staff to enter the appropriate billing information in the computer system.
- (c) The Dentist will enter the billings into the WDGPH ABELDent software system after each client based on the applicable procedure code. At the end of each day, the Dentist will review the entries for errors before submitting the billings Reconciliation Report to Accerta via the ABELDent system.
- (d) On a monthly basis, WDGPH will review the ABELDent reconciliation report with the Dentist. If there are no concerns with the report, the Dentist will be paid for the previous month's billings.
- (e) WDGPH is paid by Accerta.

- (f) The Dentist shall be entitled to 100% of the previous month's amounts received by WDGPH from ACERTA, provided, however, that if the Dentist's weekly billings during the month exceed an average of \$1,500 per day for four consecutive weeks, then the Dentist shall be entitled to 90% of amounts received by WDGPH from ACERTA for that month.

- (g) In the event that the Dentist disputes the amount of payment made by WDGPH, the Dentist shall provide notice to WDGPH of such dispute within 60 days after payment becomes due and/or refusal to pay by WDGPH. In the event the Dentist fails to provide such notice, the Dentist shall not be entitled to pursue its claim and WDGPH shall be deemed to have satisfied any and all obligations that it may have in respect of the payment to which the dispute relates.

APPENDIX B – SUBMISSION FORM
(SEE SEPARATE DOCUMENT.)

APPENDIX C – REFERENCES
(SEE SEPARATE DOCUMENT.)

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Dental Services: Subject to the Bylaws of the Royal College of Dental Surgeons of Ontario and the Regulated Health Professions Act of Ontario and the Rules and Regulations thereunder and amendments to the foregoing, the Dentist will provide services as a dentist, as part of the practice of dentistry, and education to and promotion of high quality dental care for patients of WDGPH. (the “Dental Services”)

Qualifications. The Dentist represents and warrants that the Dentist has the requisite skill, experience and the professional designations and credentials required to provide the Services and carry out the Dentist’s other obligations under this Agreement in a professional and proficient manner. During the term of this Agreement, the Dentist shall hold a certificate of registration from the Royal College of Dental Surgeons of Ontario (the “College”) and remain in good standing with the College. The Dentist shall provide proof of such registration and standing to WDGPH from time to time as may be requested by WDGPH.

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Schedule of Services.

The Dental Services will be provided every Thursday from 9am to 6pm.

The Dentist’s schedule is subject to change on thirty days’ written notice depending on the needs of WDGPH and the availability of work.

The Dentist is responsible for the determination of the treatment times regarding interaction with each patient and the execution of the Dental Services.

The Dentist may take up to six weeks off per year from providing the Dental Services. The Dentist will provide ninety (90) days’ notice of any interruption to the provision of Dental Services up to one week and six (6) months’ notice of any interruption to the provision of Dental Services of more than one week.

No Guarantee. The Dentist understands that WDGPH is in no way guaranteeing any number of available patients or levels of income to the Dentist during the term of the Agreement. The Dentist understands that WDGPH may distribute patients or work disproportionately among the Dentist and any other dentist(s) which may be retained by WDGPH in the future.

Equipment and Instruments. The Dentist shall use equipment, instruments and materials for each dental procedure that comply with IPAC standards.

Manner of Providing Services. The Dentist shall provide the Services without instructions or other interference from WDGPH, except as explicitly provided for in this Agreement and provided that the Dentist devotes the Dentist’s best efforts and abilities thereto.

Supports. WDGPH hereby grants a non-exclusive, revocable license to the Dentist to use the professional premises located at 160 Chancellors Way or any such replacement premises as may be required from time to time during the term of this Agreement, together with such equipment

and services necessary for the Dentist to perform the Dental Services. For greater clarity, WDGPH will provide the following:

- (d) All equipment, instruments and materials reasonably necessary to provide the Dental Services;
- (e) WDGPH Dental staff to perform sterilization, stocking of supplies, booking of clients, equipment maintenance, and other tasks deemed necessary, in the opinion of WDGPH, to facilitate the operation of the professional premises located at 160 Chancellors Way;
- (f) Dentist will at the Dentist's own expense provide and be responsible for their own chairside Certified Dental Assistant to support the provision of Dental Services directly to WDGPH clients.

Clients and Client Records. All clients for whom the Dentist performs Services or has any other dealings in connection with this Agreement, are and shall be deemed to be clients of WDGPH. All client files, charts, notes and other related documentation shall be and remain the property of WDGPH.

Patient Retreatment. The Dentist agrees to be responsible for any working requiring retreatment that was originally performed by the Dentist. For the term of this Agreement and for a period of twelve (12) months after the expiry date of this Agreement, the Dentist authorizes WDGPH as follows in respect of work requiring retreatment:

- (c) At the discretion of WDGPH, WDGPH will contact the Dentist to allow the Dentist to perform the retreatment work, provided the work is done at WDGPH, and provided the Dentist pays for supplies, laboratory fees and other costs associated with the work and
- (d) If the Dentist is not available to perform the retreatment work, refuses to perform the retreatment work or if the matter is an emergency and therefore it is not practical to have the Dentist perform the retreatment work, then the Dentist hereby authorizes WDGPH to perform the retreatment work on the Dentist's behalf and the Dentist will reimburse WDGPH for such work according to the then-current dental practice fee guide in use.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Other Mandatory Submission Requirements

Each proposal must include the following:

- A copy of your most recent resume;
- Proof of certificate of registration from the Royal College of Dental Surgeons of Ontario with no restrictions;
- Statement of Interest and Number of Years' Experience (See Section F below for details) and
- References – Completed Appendix C. (See Section F below for details.)

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Prior to award, the following must be received from the successful proponent:

- Proof of Professional Malpractice Liability insurance with a reputable insurer providing coverage on an occurrence basis in a minimum amount of \$3 million per occurrence and \$6 million in the aggregate. This policy shall provide coverage for acts, errors or omissions arising from the Dental Services performed.

- Insurance Certificate from the Broker documenting:

- a) Commercial General Liability insurance of at least \$3 million per occurrence and \$6 million in the aggregate with WDGPH named as Additional Insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-WDGPH party or any person or persons under the non-WDGPH parties' direct supervision and control. The liability insurance should include cross liability and severability of interest in respect of the Named insured, products and completed operations coverage, broad personal injury and property damage, non-owned automobile liability, owners and contractors' protective coverage and contractual liability coverage.

- b) Automobile liability insurance with coverage of at least \$2 million per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property by employees or sub-contractors and shall include contractual non-owned coverage (SEF96).

Provide thirty (30) days advance written notice to the WDGPH of any modification, change, or cancellation of any of the insurance coverage,

- Workplace Safety Insurance Act

- a) A current Certificate of Clearance from The Workplace Safety and Insurance Board (WSIB) or equivalent or statement from WSIB of exemption.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Proponents must score a minimum of 50% in each non-Pass/Fail category; however, overall, proponents must score a minimum of 70%.

Notwithstanding the expectation of thorough, detailed responses, proponents are requested to ensure that responses to questions directly relate to the information requested and avoid submitting extraneous information such as marketing material or other information not requested.

In the event of a tie score, the selected Proponent will be determined by way of a coin toss.

The top three proponents will have a score out of 120.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Stage III		
Number of Years' Experience	20	10
Statement of Interest	80	40
Total – Stage III	100	70
Stage IV		
Qualifications and Experience	5	2.5
Technical Skills	35	17.5
Language Skills	5	2.5
Communication/Dealing with Conflict	15	7.5
Understanding /Empathy for Vulnerable Clients	20	10
Dental Assistant	10	5
Confidentiality/Privacy Legislation	10	5
Total – Stage IV	100	70
Stage V		
Reference Check	20	10

Suggested Proposal Content for Rated Criteria

i. Statement of Interest / Number of Years' Experience

Each proponent should provide the following in its Statement of Interest:

- (a) a description of its experience, including number of years, providing dental services to children and youth, people of various socio-economic backgrounds, etc.

ii. References

Proponent references should include three (3) references from clients, colleagues or professors who have received services similar to those requested in this RFP in the last three years or are familiar with the Dentist as a colleague or professor and able to appropriately respond to questions regarding the suitability of the Dentist to successfully perform the services as requested in this RFP.