**Contractor Agreement**

BETWEEN:

**F.E. Services Inc.**

 (the “Company”)

AND:

**[Insert Contractor Name]**

of **[Insert Address],** British Columbia

(the “**Contractor**”)

individually referred to as “Party” and collectively as the “Parties”

**WHEREAS** the Company wishes to contract with the Contractor for services to be provided to (**insert name of MSA)**, (“MSA”) in accordance with the terms and conditions described in this Contractor Agreement (“Agreement”).

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

**1. Term**

1.1 This Agreement is effective from **[MON DD, YYYY]** and until **[MON DD, YYYY]** (the “Term”) unless terminated earlier in accordance with this Agreement.

1.2 This Agreement may be renewed for such period of time and on the terms as the Parties may mutually agree to in writing.

1.3 If either Party does not wish to renew this Agreement, it must provide written notice to the other Party no later than 30 days prior to the end of the Term.

**2. Relationship of the Parties**

2.1 The Contractor is an independent contractor and not the servant, employee, or agent of the Company or the MSA. No employment relationship is created by this Agreement or by the provision of the Services to the MSA by the Contractor.

2.2 The Contractor must pay any and all payments and/or deductions required for income tax, Employment Insurance premiums, Canada Pension Plan premiums or contributions, and any other statutory payment or assessments of any nature or kind whatsoever that the Contractor is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Contractor pursuant to this Agreement.

2.3 The Contractor agrees to indemnify the Company for any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Contractor’s failure to make payments referred to in clause 2.2.

2.4 Without limiting the generality of the foregoing, the Contractor understands and agrees that:

1. the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors; and

b) the Contractor is not eligible to participate in or to receive any employee benefits that the Company may extend to its employees.

2.5 The Contractor will not, in any manner, commit or purport to commit the Company or the MSA to payment of any monies or the performance of any other duties or responsibilities except as provided for in the Agreement or as otherwise agreed to in writing between the Parties.

**3. Services**

3.1 The Contractor will provide the following services to the MSA for the role of **[Insert Role]** (the “Services”):

**[This section should be edited for the role (currently MSA Admin).]**

1. coordination and scheduling of MSA meetings between the MSA (or representatives of the MSA) and the health authority.
2. administrative and secretarial services for meetings of the MSA and meetings of the executives, including preparation of meeting packages, agendas, briefing and discussion documents, minute taking for meetings and arranging for meeting logistics (food order/room bookings).
3. maintenance of records for meetings and decisions of the MSA and of the executives.
4. tracking and preparing reports on the major areas of activity and project progress regarding physician engagement.
5. attendance at MSA meetings, meetings with health authority representatives and [**Facility Name**] Medical Staff events.
6. communication with and amongst the MSA members, executives, and others, as required to follow up on action items and develop strategies to address issues.
7. coordination of submitted projects/initiatives, analyzing data, researching and advising on complex issues.
8. maintenance of records for financial reporting analysis, as required.
9. training of MSA executives on the use of the Facility Engagement Management System (FEMS).
10. provision of up-to-date and timely financial information to the appointed MSA accountant and response to their queries
11. Liaison with the Engagement Partner on matters related to the MSA’s operations, projects, and programs.

3.2 The Contractor shall comply with the instructions of the Executives of the MSA as to the performance of the Services. Additional services or amendments to the Services may be agreed upon between the Parties in writing.

3.3 The Parties agree that the Services shall require a maximum of **X** hours per **week** and may be provided during evenings and weekend hours as required by the MSA.

3.4 The Contractor will be responsible for providing work-related materials, supplies, equipment, and office space required for the provision of the Services. If the MSA provides any materials, supplies, or equipment, it must be returned promptly to the MSA at the end of the Term.

**4. Payment of Fees and Expenses**

4.1 The Company shall pay the Contractor for the provision of the Services at the rate of $**XX.XX** per hour, plus applicable taxes, within 30 days of the receipt of an invoice submitted in accordance with clause 4.2.

4.2 The Contractor shall invoice the MSA Financial Administrator bi-weekly for the Services provided and for pre-approved related expenses.

**5. Confidential and Personal Information**

5.1 The Contractor covenants and agrees that he or she will not, directly or indirectly:

1. collect, use or disclose any Personal Information or Confidential Information, as defined in this clause 5.1, except to the extent that such collection, use or disclosure is pursuant to and necessary for the provision of the Services and is compliant with all relevant privacy legislation.
2. “Confidential Information” means information related to the affairs of the MSA or the Company, disclosed to, used by, developed by or known to the Contractor at any time during the Term and any renewal thereof, whether before the effective date of this Agreement or thereafter, but does not include:

i) any information which is, at the commencement of the Term or at some later date, publicly known under circumstances not involving a breach of this Agreement.

ii) disclosure is required by law, court order, court proceedings, or government or regulatory authority having jurisdiction in the matter; or

iii) disclosure is consented to in writing by the Company or one or more MSA Physician members.

### c) “Personal Information” means all personal information about an identifiable individual, not including contact information.

**6. Ownership of Documents and Records**

6.1 All documents, records, software, work papers, notes, memoranda or similar records provided to or created/compiled by the Contractor during the Term and any renewal thereof (whether before the effective date of this Agreement or thereafter), including all copies thereof, remain the property of the MSA physicians, will be held by the Contractor solely for the benefit of the MSA physicians and will be delivered to the MSA physicians by the Contractor upon termination of this Agreement or any renewal thereof, or at any other time upon request by the MSA physicians.

**7. Termination**

7.1 The Company may terminate this Agreement at any time without notice or any further payment if the Contractor breaches a fundamental term of this Agreement.

7.2 The Company may terminate this Agreement at any time at its sole discretion upon providing the Contractor with 30 calendar days’ advance written notice of its intention to do so or payment of fees in lieu thereof.

7.3 The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company 30 calendar days’ notice of the Contractor’s intention to do so. Upon receipt of such notice, the Company may waive notice in the event that this Agreement shall terminate immediately.

7.5 The Contractor’s obligations under Articles 5 and 6 shall survive termination of this Agreement.

**8. Indemnification**

8.1 The Contractor shall indemnify and save harmless the Company and its employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arising out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of its agents, employees, officers, or directors in providing the Services, except liability arising out of any independent negligent act by the Company.

9. **Insurance**

9.1 The Company shall maintain directors’ and officers’ liability insurance, which shall cover the Contractor as an insured person in accordance with the terms of that policy.

**10. General**

10.1 This Agreement shall be governed by and construed in accordance with the laws of British Columbia.

10.2 This Agreement is personal to the Contractor and may not be assigned by the Contractor.

10.3 If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

10.4 The MSA executive members of **MSA Name** acknowledge and approve the terms of this contract.

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 **Name and Title of Executive Member Signature**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

THE PARTIES have duly executed this Agreement the \_\_\_\_\_\_\_ day of [Month], [Year].

|  |  |
| --- | --- |
| **SIGNED AND DELIVERED** on behalf of F.E. Services Inc. by an authorized representative. | **SIGNED AND DELIVERED** by or on behalf of the Contractor |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sarah VergisDirector of F.E. Services Inc. | ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name]Contractor  |