



# REQUEST FOR PROPOSALS

## AUDITOR SERVICES

---

**JANUARY, 2024**



Centre de santé communautaire  
CHIGAMIK  
Community Health Centre

**RFP Issue Date: January 31, 2024**  
**RFP Closing Date: February 29, 2024 at 2 pm**

## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>4</b>
1.1	Award.....	4
1.2	Overview of the CSC CHIGAMIK CHC .....	4
<b>2.0</b>	<b>SERVICES .....</b>	<b>5</b>
2.1	Description of Services .....	5
2.2	Annual Schedule: .....	6
2.3	Evaluating the Auditor’s Performance:.....	6
<b>3.0</b>	<b>PROPOSAL SUBMISSION GUIDELINES.....</b>	<b>7</b>
3.1	Communication subsequent to issuance of RFP .....	7
3.2	RFP Schedule .....	7
3.3	When and Where to Submit a Proposal .....	7
3.4	Withdrawal or Amendment of Proposal.....	8
3.5	Proposal Irrevocable.....	8
3.6	Addenda.....	8
3.7	Clarification and Verification of Proposal .....	8
3.8	Auditor Inquiries .....	8
3.9	Conflict of Interest.....	8
3.10	Type and Term of Contract for Services.....	9
3.11.	Pricing and Taxes.....	9
<b>4.0</b>	<b>RFP TERMS &amp; CONDITIONS.....</b>	<b>9</b>
4.1	Reservation of Rights of CSC CHIGAMIK CHC .....	9
4.2	Costs .....	10
4.3	Confidentiality .....	10
4.4	Governing Law .....	10

<b>5.0</b>	<b>REQUIREMENTS FOR COMPLETION .....</b>	<b>10</b>
5.1	Mandatory Requirements .....	10
<b>6.0</b>	<b>EVALUATION OF PROPOSALS.....</b>	<b>11</b>
6.1	RFP Evaluation Process .....	11
6.2	Selection of Auditor .....	12
6.3	Contract Award .....	14
6.4	Failure to Enter into Agreement.....	14
6.5	Notification to Other Auditors .....	14
	<b>SCHEDULE A – CSC CHIGAMIK CHC ’S MISSION STATEMENT .....</b>	<b>14</b>
	Our Mission:.....	14
	Vision:.....	15
	Values:..... Error! Bookmark not defined.	
	<b>SCHEDULE A - CONFLICT OF INTEREST FORM.....</b>	<b>16</b>
	<b>SCHEDULE C – SERVICES AGREEMENT .....</b>	<b>17</b>
	<b>APPENDIX A .....</b>	<b>21</b>
	<b>CONTRACTOR AGREEMENT AS TO CONFIDENTIALITY AND IP OWNERSHIP .....</b>	<b>21</b>

## 1.0 INTRODUCTION

The purpose of the RFP is to invite and select External Auditors / Audit firms with the qualifications, experience and expertise to audit the financial statements for Centre de santé communautaire CHIGAMIK Community Health Centre (CSC CHIGAMIK CHC ) for a period of **3 years**.

### 1.1 Award

The award will be made in accordance with the contents of the RFP (Request for Proposal). Period of the award will be for a **three (3) year** period with CSC CHIGAMIK CHC having the option to extend the award on an annual basis for up to two (2) additional years. Notwithstanding the award to the successful firm, the appointment of CSC CHIGAMIK CHC's auditors is still subject to annual approval by its members each October during their annual general meeting.

### 1.2 Overview of CSC CHIGAMIK CHC (Chigamik)

- Chigamik is a non-profit, community-governed, primary healthcare and allied health organization located in Midland, Ontario.
- Chigamik is part of a growing network of Ontario's CHCs. With more than 100 across the province, the CHC Model of Care is proven to build healthy communities. Each CHC is as unique as the communities it serves. Our 'Model of Health and Wellbeing' is based on a healthcare system that is community driven and proactively addresses the social determinants of health.
- Chigamik is an Ojibwe word, meaning *The People's Place*. The name reflects our commitment to provide a place where all members of the community are welcome and where services reflect the diversity of our community.
- Chigamik offers services and programs that meet the needs of our English communities living in North Simcoe and our French and Indigenous communities (First Nations, Métis, Inuit) living in North Simcoe Muskoka. Chigamik works in partnership with other social service and mental health and addiction agencies, and other community-based organizations to provide an integrated model of care.
- Chigamik provides a combination of primary health care, health promotion programs and community development initiatives that are culturally-relevant, holistic, and available in both English and French.
- Based on Chigamik's belief that everyone has the right to accessible health care, Chigamik programs and services are available to those who experience barriers to care. Such barriers may include poverty, homelessness, language or culture as well as complex chronic health conditions including mental health and addictions. Everything we do is carefully tailored to respond to the diverse needs of the communities we serve.
- Chigamik received the Government of Ontario's French Language Services designation and is accredited by the Canadian Centre for Accreditation – demonstrating our accountability to the community and our commitment to providing the highest quality programs and services.

For more details about Chigamik's program, services and clients, please see our [2022-2023 Annual Report](#). More information about Chigamik can also be found at [www.chigamik.ca](http://www.chigamik.ca).

Core funding for our primary health care services are provided by Ontario Health on behalf of the Ontario Ministry of Health and Long Term Care.

At the end of fiscal 2023, CSC CHIGAMIK CHC 's overall budget was approximately \$4.8 million. Please see accompanying audited financial statements for the fiscal year ended March 31, 2023.

## 2.0 SERVICES

### 2.1 Description of Services

The primary responsibility of the selected auditor will be to provide annual auditor services to the CHIGAMIK Community Health Centre.

The selected auditor will be required to:

- audit CSC CHIGAMIK CHC 's financial statements, year-end schedules to the financial statements each fiscal year ending March 31, and, in accordance with GAAP & GAAS;
- assist and advise with drafting notes to the financial statements to include the necessary disclosures;
- review final draft audited statements with CSC CHIGAMIK CHC 's Executive Committee of the Board of Directors in preparation for presentation to the Board of Directors;
- provide final audited statements in both official languages (**English and French**)
- use fund accounting in the income statements and advise on accounting changes per IFRS for not-for-profit / charitable organizations;
- audit additional funder statements per their prescribed format:
  - (i) ARR – Account Reconciliation Report required by Ontario Health
- requirements may vary from year to year;
- complete the annual audit questionnaire required by the Ministry of Health and Long Term Care (MOHLTC), if required;
- issue a Management Letter for CSC CHIGAMIK CHC ;
- conduct other special audit engagements as required (e.g. grant funding) or provide professional advice (e.g. HST);
- The selected auditor will report to the Executive Committee of the Board of Directors of CSC CHIGAMIK CHC, to the Board itself and to membership and the community at our Annual General Meeting every October.

## 2.2 Annual Schedule:

Before March 31<sup>st</sup> each year, CSC CHIGAMIK CHC 's auditor shall meet with CSC CHIGAMIK CHC finance staff to discuss and agree upon the timelines required for the completion of the audit of financial statements for the current year. Agreement is to be reached on the audit plan for the interim and year-end audits (the "Audit Plan"), which should include but is not limited to:

- the extent and type of CSC CHIGAMIK CHC staff involvement, where applicable;
- a list of necessary schedules, working papers, analysis and other information to be prepared and made available by CSC CHIGAMIK CHC 's finance staff for interim and year-end audit at convenient date agreed to by CSC CHIGAMIK CHC & the auditor;
- the auditor is required to provide CSC CHIGAMIK CHC with a Letter of Engagement accompanied by the Audit Plan each year and to include any recommendations from the auditor to complete the year-end audit;
- the audited financial statements must be reviewed with CSC CHIGAMIK CHC 's Executive Committee of the Board of Directors before the audited statements are presented to the Board of Directors on or before the first week of June each year.

## 2.3 Evaluating the Auditor's Performance:

During the term of the contract, the auditor's performance will be evaluated based on the following criteria:

It is expected that the successful respondent to the RFP keep to their fees quoted. The proposal requirements have been drafted with the intent of providing to the auditor sufficient details to allow for the preparation of a detailed bid that incorporates the CSC CHIGAMIK CHC 's audit requirements. It is expected that the bids reflect these key requirements as any fees to be charged outside the scope of this proposal shall require the advance approval of the CSC CHIGAMIK CHC Board or its designate.

For the initial year of the engagement, the proposed auditor's staff assigned to the audit should be those originally proposed. Any subsequent changes to audit personnel must be acceptable to the CSC CHIGAMIK CHC Board or its designate.

It is expected that the audit senior will be available throughout the audit fieldwork and will provide regular updates to the Executive Director as to the status of the audit and any issues that may arise.

It is expected that the audit will be carried out in the manner proposed. Any changes in the audit program which impact staff and/or other resources of CSC CHIGAMIK CHC shall be discussed with and agreed to by the CSC CHIGAMIK CHC Board or its designate.

It is expected that the audit will be completed within the time frames specified in this RFP.

### 3.0 PROPOSAL SUBMISSION GUIDELINES

#### 3.1 Communication subsequent to issuance of RFP

The Client Representative is:  
Executive Director  
CSC CHIGAMIK CHC  
E-mail: [Suzanne.marchand@chigamik.ca](mailto:Suzanne.marchand@chigamik.ca)

Prospective auditors are prohibited from contacting any staff to obtain any information pertaining to this RFP, RFP Process, or to demonstrate or justify the prospective auditor's services or relay other benefits of doing business with CSC CHIGAMIK CHC . It is inappropriate for the auditor to initiate contact with any member of the RFP Evaluation Committee or any other staff unless specifically requested to do so by the Client Representative. Please note that it is inappropriate for prospective auditors to engage in any entertaining of any staff member connected with this RFP. Any prospective auditor who fails to comply with this requirement will be disqualified from the bidding process.

#### 3.2 RFP Schedule

The following is a summary of the key dates in the RFP process.

Event	Date
RFP Release	January 31, 2024
Final Date for RFP Inquiries	February 14, 2024 at 4:00 pm
RFP Closing Date	February 29, 2024 at 2:00 pm
Auditor Interviews if requested by CSC CHIGAMIK CHC	March 4 – 8, 2024
Selection Completed (approximate date)	March 12, 2024
Commence audit	Beginning of May 2024

The RFP schedule is tentative and may be changed by CSC CHIGAMIK CHC at its sole discretion.

#### 3.3 Proposal Submission

Proposals can be submitted via email to the Executive Director, Suzanne Marchand at [Suzanne.Marchand@chigamik.ca](mailto:Suzanne.Marchand@chigamik.ca) no later than **2:00 pm, February 29, 2024**.

Late proposals **will not** be accepted and will not be considered. It is the auditor's responsibility to ensure that proposals are submitted on or before the RFP Closing Date.

- 3.4 **Withdrawal or Amendment of Proposal**  
A prospective auditor may withdraw or amend its proposal any time prior to the RFP Closing Date by written notice to the Client Representative at the address noted above. CSC CHIGAMIK CHC will return a proposal that has been withdrawn.
- 3.5 **Proposal Irrevocable**  
Subject to the prospective auditor's right to withdraw or amend a proposal prior to the RFP Closing Date, proposals will be irrevocable by the prospective auditor and will remain in effect and open for acceptance by CSC CHIGAMIK CHC until February 16<sup>th</sup> 2022.
- 3.6 **Addenda**  
The issuance of addenda will be the only method recognized for revisions to the RFP document. CSC CHIGAMIK CHC will make its best effort to issue addenda within a reasonable period of time on its website.
- 3.7 **Clarification and Verification of Proposal**  
CSC CHIGAMIK CHC reserves the right to seek clarification and supplementary information from prospective auditors after the proposal submission deadline. The response received by CSC CHIGAMIK CHC from a prospective auditor shall, if accepted by CSC CHIGAMIK CHC, form an integral part of that prospective auditor's submission.  
  
CSC CHIGAMIK CHC reserves the right to verify any auditor statement or claim by whatever means CSC CHIGAMIK CHC deems appropriate and may reject any auditor statement or claim, if in the judgment of CSC CHIGAMIK CHC, the statement or claim appears unwarranted or not credible.
- 3.8 **Auditor Inquiries**  
All inquiries regarding this RFP should be directed in writing or by email to the Client Representative. **The deadline for inquiries is 4:00 p.m. February 14, 2024.** CSC CHIGAMIK CHC will issue a summary of questions and answers to all prospective auditors through its website. Auditors who submit inquiries will not be identified in communication with other prospective auditors.
- 3.9 **Conflict of Interest**  
Each proposal must include confirmation that the prospective auditor does not and will not have any conflict of interest (actual or potential) in submitting its proposal, or if selected, with its contractual obligations under the contract. Where applicable, the prospective auditor must disclose in its proposal, information pertaining to any situation which may be a conflict of interest in submitting a proposal or, if selected, with the contractual obligations of the auditor under the contract. Each prospective auditor will sign and return an original copy of the Conflict of Interest Form attached in Schedule B.  
  
The proposal of any prospective auditor may be disqualified where that auditor fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, CSC CHIGAMIK CHC, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any contract awarded to an auditor if CSC CHIGAMIK CHC, in its sole and absolute discretion, determines that the auditor made a misrepresentation regarding any of the above.



3.10 Type and Term of Contract for Services

The selected auditor will be required to enter into a Services Agreement with CSC CHIGAMIK CHC as set out in Schedule C for a period of **three (3) years**, with CSC CHIGAMIK CHC having the option to extend the award on an annual basis for up to two (2) additional years

3.11. Pricing and Taxes

Prices shall be firm for the duration of the Services Agreement. The proposal price must include all incidental costs and the auditor shall be deemed to be satisfied as to all the full requirements of the RFP.

**4.0 RFP TERMS & CONDITIONS**

4.1 Reservation of Rights of CSC CHIGAMIK CHC

In addition to any other express rights or any other rights which may be implied in the circumstances, without liability, cost or penalty to CSC CHIGAMIK CHC, CSC CHIGAMIK CHC may at any time prior to or after the RFP Closing Date:

- (a) Waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (b) Waive irregularities in any prospective auditor's proposal;
- (c) Check references other than those provided by a prospective auditor;
- (d) Disqualify a prospective auditor whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (e) Disqualify a prospective auditor or the proposal of a prospective auditor who has engaged in conduct prohibited by this RFP;
- (f) Accept or reject a proposal if only one copy is submitted;
- (g) Cancel this RFP process at any stage;
- (h) Cancel this RFP and issue a new RFP for the same or similar services;
- (i) Discuss with any prospective auditor different or additional terms to those contemplated in this RFP or in any prospective auditor's proposal;
- (j) Accept a prospective auditor's proposal as is, or negotiate with any prospective auditor any new requirements or terms, or changes that may be deemed necessary by CSC CHIGAMIK CHC; and
- (k) Reject any or all proposals in the absolute discretion of CSC CHIGAMIK CHC.

Any amendment or supplement to this RFP will be communicated to interested parties in the same manner in which this RFP was issued.

Any reference to RFP in this document will mean this RFP and all addenda, amendments or supplements, if any.

**4.2 Costs**

Each prospective auditor will bear all costs associated with or incurred in the preparation and presentation of its proposal. Neither the failure of a prospective auditor to understand the RFP, nor CSC CHIGAMIK CHC 's rejection of any or all proposals, will render the CSC CHIGAMIK CHC and/or its respective affiliates liable for any costs, penalties or damages. No prospective auditor shall hold CSC CHIGAMIK CHC and/or its respective affiliates liable for any error or omission in any part of this RFP. CSC CHIGAMIK CHC does not guarantee or warrant that such information is accurate, comprehensive or exhaustive.

**4.3 Confidentiality**

All information distributed in connection with this RFP is confidential, and is to be used for the sole purpose of completing proposals and are to be used for no other purpose unless prior written consent has been provided by CSC CHIGAMIK CHC . All material and information distributed will remain the property of CSC CHIGAMIK CHC to be used at its discretion.

All candidates electing not to submit a proposal will dispose of any and all confidential information in a responsible manner.

**4.4 Governing Law**

The RFP, the successful auditor's proposal and every document that will be required to be executed by the parties pursuant to the RFP will be governed by the laws of Ontario and the laws of Canada applicable therein, without reference to their respective conflict of laws principles.

**5.0 REQUIREMENTS FOR COMPLETION**

**5.1 Mandatory Requirements**

To be eligible for consideration, a prospective auditor must be invited to submit a proposal for the provision of auditor services for the CSC CHIGAMIK CHC .

The prospective auditor must deliver the following:

- (a) One (1) proposal in electronic format using either MS Word or Adobe,

The following is a list of mandatory items to be included in the proposal:

- (a) **Cover Letter:** An introduction to the prospective auditor's firm and a clear statement that the Terms and Conditions of this RFP have been read, understood and agreed to in their entirety and confirming that the information provided in the proposal is accurate. The letter must also be signed by an authorized representative from the prospective auditor's organization and include a clear statement noting that the individual signing the proposal has the authority to bind the prospective auditor's firm.
- (b) **Company Profile:** A description of the business (including breadth of other audit assignments and clients: resources, support services available and relevant to this audit) and contact details of the prospective auditor's firm, including:
  - (i) The full legal name of the prospective auditor's firm;
  - (ii) Any other name under which the prospective auditor's firm carries on business;
  - (iii) The email address, mailing address, telephone and facsimile numbers for the prospective auditors' firm;
  - (iv) The name and title of a primary contact for all questions and clarifications arising from the RFP;
  - (v) The address, e-mail, telephone and facsimile number for the primary contact;
  - (vi) The name and title of the proposed individual(s) who will be performing the services for CSC CHIGAMIK CHC; and
  - (vii) The proposed start date for performing the services for CSC CHIGAMIK CHC.
- (c) **Conflict of Interest Form:** Complete, sign and attach the Conflict of Interest Form included in Schedule C.
- (d) **References:** Include three (3) references in the proposal; include name, title, organization and telephone number for each reference. Preferably in the health care sector.
- (e) **Pricing Information:** Identify annual and special project fees for the provision of auditor services. All pricing information will be in Canadian funds.

## 6.0 EVALUATION OF PROPOSALS

### 6.1 RFP Evaluation Process

The evaluation of the proposals will be conducted by CSC CHIGAMIK CHC in five (5) stages. A proposal must meet the requirements of each applicable stage to proceed to the next stage.

**Stage 1:** consists of validating that all proposal requirements are included and complete according to section 5.1 - Mandatory Requirements.

**Stage 2:** evaluating the list of services in accordance with section 2.1 and compliance to the proposed timelines per section 3.2

**Stage 3:** evaluating pricing information in conjunction with services offered.

**Stage 4:** consists of evaluating an oral presentation of the proposal by short listed prospective auditors (if requested by CSC CHIGAMIK CHC) and responding to questions by the evaluation team.

**Stage 5:** consists of verifying reference information for the selected auditor.

The points allocated to each stage of the evaluation process are as follows:

Stage	Evaluation Process	Percentage
1	Mandatory Requirements (section 5.1)	Pass / Fail
2	Service Requirements (section 6.2.1)	
	a) Compliance with stated qualification criteria.	5
	b) Audit experience of the firm and references	5
	c) Experience and qualification of personnel assigned to the project	10
	d) Description of audit approach	15
	e) Statement of understanding of the overall scope of the work	10
	f) Commitment to meeting all reporting deadlines	5
	g) Substantial resources and support services available.	5
	h) Description of your firm's quality assurance program	5
3	Pricing Information	30
4	Interview	10
5	Reference Verification	Pass / Fail

Each stage is evaluated separately and in sequential order. Eligible prospective auditors must achieve a score higher than the minimum score in each stage to participate in the next stage. A maximum of three (3) eligible prospective auditors with the highest point scores in Stage 2 and 3 – Service Requirements may may be invited to participate in Stage 4 – Interview.

## 6.2 Selection of Auditor

### Service Requirement Evaluation Criteria

CSC CHIGAMIK CHC will make the award to the successful auditor. Final selection of an auditor may be based on, but not be limited to, a number of criteria. More points will be given to proposals that demonstrate the knowledge, experience and outcomes listed below:

- auditors must have professional certification and/ or registrations and related experience and qualifications;

- relevant experience of the firm related to non-profit and/ or health care sector audits and Ontario Health Central and MOHLTC funded organizations. At least one example provided;
- identification of personnel assigned to audit and related experience and qualifications;
- description of the audit approach showing well developed professional auditing techniques and sound system of control and review of audit work performed;
- statement of understanding of overall scope of the work;
- demonstrate a commitment to meeting all reporting deadlines;
- have substantial resources and support services available to address the scope of audit services required and sufficient resources to provide related consulting services if and when required;
- description of firm's quality assurance program;
- pricing information.

Please provide a firm quotation for the fees to be charged for each audit year for period 3 years from (fiscal 2023-2024/2024-2025/2025-2026) onwards. A sample template is provided below. The fee quotation shall include: the estimate of hours for the audit as well as an indication as to how fees for special audit work (if any) is calculated and out of pocket expenses should be limited to maximum of 5% of audit fee. The proposed pricing schedule of the successful respondent will be entered into the Services Agreement found in Schedule C.

Year-End	Staff hours	Annual Audit Price Incl. disbursements	Hourly rates for special projects outside the scope of services
2024			
2025			
2026			
Total Proposed fee for the entire contract		\$	

The **lowest** proposed contract audit price will receive a maximum of 25 points and the **lowest** proposed hourly rate for special projects will receive a maximum of 5 points.

### **PART 1: Calculation of Annual Audit Price Score**

The **lowest** proposed fee for the entire contract will receive a maximum score of 25 points. The other proposed fee for the entire contract will receive a score that is proportional to the extent by which they exceed the lowest proposed audit price.

The formula to be utilized to determine the score for this section is as follows:

(**Lowest** proposed audit price divided by auditor's submitted proposed audit price) X 25 points

### **PART 2: Calculation of Hourly Rate for Special Projects Score**

The **lowest** proposed hourly rate will receive a maximum score of 5 points. The other proposed rates will receive a score that is proportional to the extent by which they exceed the lowest proposed hourly rate. Please note: if more than one hourly rate is stated, an average of the rates will be used.

The formula to be utilized to determine the score for this section is as follows:

(**Lowest** proposed hourly rate divided by auditor's submitted proposed hourly rate) X 5 points

**TOTAL:** The total score in this section consists of the audit price score and hourly rate score (PART 1 + PART 2).

#### **6.3 Contract Award**

CSC CHIGAMIK CHC will make the award to the prospective auditor who can provide the best solution for CSC CHIGAMIK CHC . The selected auditor's entire proposal will be evaluated and selected on the basis of the responses to all information requested in this RFP. The successful auditor will be invited to enter into a Services Agreement with CSC CHIGAMIK CHC . Notice of selection to the successful auditor will be in writing.

#### **6.4 Failure to Enter into Agreement**

If the selected auditor fails to execute the Services Agreement within 30 days of notice of selection, CSC CHIGAMIK CHC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that auditor.

#### **6.5 Notification to Other Auditors**

Once an Agreement is executed by the successful auditor and CSC CHIGAMIK CHC , the other prospective auditors will be notified by CSC CHIGAMIK CHC in writing of the award of the contract to the successful auditor.

### **SCHEDULE A – CSC CHIGAMIK CHC 's MISSION STATEMENT**

Our Mission:

To provide culturally relevant holistic programs and services to equip our communities to achieve optimal health and well-being through awareness, health promotion and illness prevention.

Vision:

To be an inclusive place where all are welcome to pursue an enrichment of their quality of life, health and wellness.

Beliefs:

We believe that:

Everyone has the right to accessible health care, our programs and services are available to those who experience barriers to care. Such barriers may include poverty, homelessness, language or culture as well as complex chronic health conditions including mental health and addictions. Our CHC, and all others, focus on the social determinants of health (SDOH) to develop and provide programs as well as services. Examples of SDOH include income, education, housing, employment, food, recreation and social supports. Our interprofessional teams respond to people's individual health issues and also create programs and services that reduce social and environmental problems harming health. Everything we do is carefully tailored to respond to the diverse needs of the communities we serve.

**SCHEDULE B - CONFLICT OF INTEREST FORM**

If the box below is left blank, the prospective auditor will be deemed to declare that: (1) there was no Conflict of Interest in preparing its submission; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Request for Proposal.

Otherwise, if the statement below applies, check the box.

☐

**The prospective auditor declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the prospective auditor foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Request for Services.**

If the prospective auditor declares an actual or potential Conflict of Interest by marking the box above, the prospective auditor must set out below details of the actual or potential Conflict of Interest:

---

---

---

---

Officer of the Company

---

Date



**THIS AGREEMENT** is made as of the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

and \_\_\_\_\_  
(Hereinafter the “Auditor”)

1. The term of this Agreement shall commence on \_\_\_\_\_ and shall continue for a period of **3 years** (the “**Term**”) on condition that, according to CSC CHIGAMIK CHC’s by-law section 7.3, “At every annual meeting of Members, auditors shall be appointed for the ensuing year” and section 23.1 “The remuneration of an auditor appointed by the Board of Directors shall be fixed by the Board of Directors. No person can be appointed an auditor of the Corporation who is a Director, Officer or employee of the Corporation or an affiliated Corporation or who is the employer, employee or immediate family of such Director, officer or employee of the Corporation.” In the event that the appointment of the Auditor is not approved in any given year during the Term, this Agreement may be terminated without any cost or penalty to CSC CHIGAMIK CHC.
2. The work and deliverables to be performed by the Auditor included in the RFP section 2 and the response to the RFP will become the work to be performed (the “**Work**” and “**Deliverables**”).
3. Any additions to the Work or Deliverables must be agreed upon by both CSC CHIGAMIK CHC and the Auditor.
4. CSC CHIGAMIK CHC agrees to pay the Auditor annual fees as per the pricing schedule found in 6.2 of the RFP for the Work. For additional projects outside of the description of services, the Auditor will bill on an hourly basis as per the price quoted in the response to the RFP.
5. Except as may be otherwise agreed by the parties, the Auditor shall submit two invoices, after completion of the interim and the final audits for work performed in the fiscal year. Where applicable, the Auditor shall submit separate invoices upon completion of special projects within the fiscal year. Invoices shall include number of hours and details of work performed for that period. CSC CHIGAMIK CHC shall pay such invoices: (a) upon acceptance by CSC CHIGAMIK CHC, acting reasonably, of the Work and/or Deliverables performed or delivered during the applicable calendar month, or (b) within 30 days following receipt of Auditor’s correct and properly issued invoice, whichever is later.

6. Except as otherwise agreed to by the parties, the Auditor will be responsible for providing all necessary equipment to perform the Work, at no additional cost to the CSC CHIGAMIK CHC. The Auditor shall be responsible for all costs and expenses incident to the performance of the Work. Incidental costs to be paid by the Auditor include but are not limited to, all costs of equipment provided by the Auditor, all fees, fines, licenses, bonds or taxes required of or imposed against the Auditor and all other of the Auditor's costs of doing business.
7. Upon CSC CHIGAMIK CHC's request, the Auditor shall promptly replace any individual engaged by the Auditor to perform work under this Agreement whom CSC CHIGAMIK CHC deems unsatisfactory, in its sole reasonable discretion, with another individual of suitable ability and qualifications acceptable to CSC CHIGAMIK CHC.
8. The Auditor hereby warrants that: (a) the Auditor will be the sole provider of the Work; (b) the Work and the Deliverables shall be performed in a good and workmanlike manner, and shall be of reasonable accuracy and quality suitable for its intended purpose.
9. Each party represents and warrants that it has good and sufficient power, authority and right to enter into and deliver this Agreement.
10. The Auditor agrees that all Deliverables, reports, information, and other materials generated during the course of completing the Work and the Deliverables are the property of the CSC CHIGAMIK CHC and cannot be used for any other purpose without the express written consent of the CSC CHIGAMIK CHC. The Auditor acknowledges and agrees to be bound by the terms and conditions set forth in Appendix B attached hereto with respect to confidentiality and ownership of intellectual property.
11. The Auditor shall indemnify, defend, and save harmless the CSC CHIGAMIK CHC , its directors, officers, employees, agents, nominees, members, licensees and customers (the "**Indemnified Parties**") from and against any claims, demands, actions, causes of action, suits, proceedings, fines damages, settlements, costs, liabilities and expenses, including reasonable legal fees (collectively, "**Claims**"): (a) alleging that the Work or Deliverables, or any part thereof, constitutes an infringement of any trade mark, logo, copyright, patent, or other intellectual property right or similar right of any third party; or (2) arising from any negligent or wilful act or omission of the Auditor in the course of performance of the Work.
12. Notwithstanding any other provisions contained herein, this Agreement may be terminated by resolution passed by at least two-thirds of the members votes cast at a general meeting of which notice of intention to pass the resolution has been given, remove any auditor before the expiration of the auditor's term of office and shall by a majority of the votes cast at that meeting appoint another auditor in such auditors' stead for the remainder of the term.

13. Any notice, demand or other communication required or permitted to be given to any party to this Agreement shall be in writing and shall be either:

- sent via email, or
  - personally delivered to such party, or
  - sent by registered mail, postage prepaid; or
  - sent by fax, telecopier or similar method of communication, charges prepaid.
- 
- Any notice given pursuant to paragraph 13. above shall be sent to the intended recipient at its address as follows:

Auditor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

CHIGAMIK Community Health Centre  
287 Bayshore Dr  
Midland, ON L4R 1L3

Any party may from time to time change its address by written notice to the other party given in accordance with the provisions of this Section.

All such notices shall be deemed to have been received when delivered or transmitted, or, if mailed, three (3) business days following the date of mailing. If any notice is mailed and if regular mail service is interrupted by strikes or other irregularities, such notice shall be deemed to have been received three (3) business days following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all notices shall be given by personal delivery or by facsimile transmission.

14. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with the exception of any previously executed confidentiality agreements between the parties, which shall remain in effect in accordance with the terms of such agreements, and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by each of the parties.

15. This Agreement is made in and shall be interpreted in accordance with the laws in force in the Province of Ontario. The parties submit to the jurisdiction of the Courts of Ontario with respect to any dispute, claim or other matter, whether arising out of or by virtue of this Agreement or otherwise.

**AGREED AND ACCEPTED** as of the date first set out above.

**CSC CHIGAMIK CHC**

**AUDITOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A

### CONTRACTOR AGREEMENT AS TO CONFIDENTIALITY AND IP OWNERSHIP

**Whereas** the performance of contract work by me for the Centre de santé communautaire CHIGAMIK Community Health Centre (the “**CSC CHIGAMIK CHC**”) will provide me with access to confidential and proprietary information and materials of the CSC CHIGAMIK CHC, its customers, suppliers, and others, and the CSC CHIGAMIK CHC intends to grant me access to such information and materials;

**Now Therefore**, in consideration of: (1) the CSC CHIGAMIK CHC granting me access to such information; (2) my engagement to perform contract work and the fees payable to me in connection with such contract work; and (3) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

1. Every Development (as defined below) is the exclusive property of the CSC CHIGAMIK CHC. I agree to hold all Developments for the benefit of the CSC CHIGAMIK CHC, and hereby assign, and agree to assign, all of my right, title and interest in and to such Developments to the CSC CHIGAMIK CHC and its nominees, and to promptly disclose in writing to my supervisor, or to any person specifically designated by the CSC CHIGAMIK CHC from time to time, complete information concerning all Developments. I hereby unconditionally and irrevocably waive in favour of the CSC CHIGAMIK CHC, its successors, assigns, and licensees, any and all moral rights that I may have in connection with any Developments, which rights include the right to be or not be associated with a work and the right to the integrity of a work.
2. “**Developments**” means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and all intellectual property or proprietary rights therein, including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets (collectively, “**IPRs**”) and all records and copies of records relating to the foregoing, that:
  - (i) have resulted derived, or arisen, or will result derive, or arise from or in the course of the performance of the work performed by me under contract work with the CSC CHIGAMIK CHC (“**my Work**”) or from my knowledge or use of Confidential Information (as defined below);
  - (ii) have been or will be conceived or made by me (individually or in collaboration with others) during the course of my Work; or
  - (iii) resulted or derived from, or will result or derive from my use or application of resources of the CSC CHIGAMIK CHC .
3. I acknowledge that I am being permitted by the CSC CHIGAMIK CHC to use its premises, facilities, equipment and tools, supplies and other resources to do my Work, which may involve making or creating Developments, and that I am receiving the CSC CHIGAMIK CHC ’s assistance in performing my Work. I agree that I may perform my Work at home or at other than CSC CHIGAMIK CHC locations, during as well as outside regular business hours. I agree that the work so performed will be considered part of and within the scope of my Work for the CSC CHIGAMIK CHC.

4. I shall, during and after the period of my Work with the CSC CHIGAMIK CHC, without charge to the CSC CHIGAMIK CHC but at its request and expense, assist the CSC CHIGAMIK CHC in every reasonable way to obtain and vest in it title to all IPRs arising with respect to Developments, in all countries, by executing all necessary or desirable documents, including applications for IPRs and assignments thereof. I will also co-operate with the CSC CHIGAMIK CHC in the prosecution or defence of any claims, lawsuits or other proceedings arising in connection with any such Developments or IPRs, without charge to the CSC CHIGAMIK CHC but at its expense and request.
5. I shall keep and maintain current and adequate records of all Developments conceived or created by me and agree that these records shall be and remain the property of, and available to, the CSC CHIGAMIK CHC at all times. I agree that on completion or termination of my Work for the CSC CHIGAMIK CHC, or at any time upon request, I will promptly deliver to the CSC CHIGAMIK CHC all such records, in a tangible form such as notes, sketches, drawings, photographs, tables, lists, correspondence, computer diskettes, engineering books, and other tangible material in my possession, power or control, and will not retain any such materials.
6. I recognize that during the period of my Work with the CSC CHIGAMIK CHC , I may receive, develop or otherwise acquire information that: (i) is a trade secret of the CSC CHIGAMIK CHC ; (ii) is proprietary or confidential to the CSC CHIGAMIK CHC , its suppliers, customers, or others, including without limitation Developments, products, software, specifications, processes, procedures, machinery, apparatus, business affairs, future plans, marketing plans, technical data, or customer lists (whether or not developed or acquired by me); (iii) relates to the business, affairs or prospects of the CSC CHIGAMIK CHC or any of its suppliers, customers, or others; or (iv) is information for which the CSC CHIGAMIK CHC owes an obligation of confidence (collectively, "**Confidential Information**"). Confidential Information does not include: (i) information publicly known without breach of this Agreement or similar agreements by myself; or (ii) information required to be disclosed by me by any law, regulation, governmental authority or court, only to the extent of such requirement, and provided that before disclosure is made, notice of the requirement is provided to the CSC CHIGAMIK CHC , and to the extent possible in the circumstances, the CSC CHIGAMIK CHC is afforded an opportunity to dispute the requirement for disclosure.
7. I agree not to use any of the Confidential Information, in whole or in part, for any purpose other than for the benefit of the CSC CHIGAMIK CHC and I will not, directly or indirectly, publish or disclose to any third party at any time during or after the period of my Work any of the Confidential Information, in whole or in part, without first obtaining the prior written authorization of the CSC CHIGAMIK CHC for such use, publication or disclosure. I will also take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer, or destruction of any of the Confidential Information. I will not make any unauthorized use of any Confidential Information of a third party during the performance of my Work.
8. Upon the expiration or termination of my Work with the CSC CHIGAMIK CHC, or upon request, I will promptly deliver to the CSC CHIGAMIK CHC all property of or belonging to or administered by the CSC CHIGAMIK CHC or any of its suppliers, customers, or others, including all Confidential Information, regardless of the media upon which it is stored, that is

within my possession or control.

9. I agree to adhere to all CSC CHIGAMIK CHC policies and guidelines regarding the use of the CSC CHIGAMIK CHC's computers, networks, communications systems (voice, data, and video), databases, or files, and I agree not to make any unauthorized use of such computers, networks, communications systems, databases, or files.
10. I acknowledge and agree that a breach of any of the foregoing provisions will give rise to irreparable harm and injury non-compensable in damages. Accordingly, the CSC CHIGAMIK CHC or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies which may be available. I acknowledge and agree that the enforcement of a remedy hereunder by way of injunction will not prevent me from earning a reasonable livelihood.
11. My Work with the CSC CHIGAMIK CHC is and will continue to be subject to the terms and conditions of this Agreement. The rights and obligations of the parties arising under this Agreement with respect to Developments, IPRs and Confidential Information will survive the expiry or termination of my Work for the CSC CHIGAMIK CHC and shall remain enforceable.
12. This Agreement will inure to the benefit of the successors and assigns of the CSC CHIGAMIK CHC and be binding upon my heirs, executors and administrators. This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario. If any provision of this Agreement, or any part thereof, shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision or part thereof shall be severable and of no force and effect, and shall not invalidate the remaining provisions hereof, and this Agreement shall continue in full force and effect as if such provision had not been a part hereof.

I HAVE CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT AND, HAVING DONE SO, AGREE THAT THE RESTRICTIONS SET FORTH HEREIN ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE CSC CHIGAMIK CHC.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Auditor Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Auditor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date