



## MEMORANDUM OF UNDERSTANDING

**Between:**

\_\_\_\_\_ (hereinafter the “Contractor”)

and

**SOUTHERN HEALTH-SANTÉ SUD**  
(hereinafter “SH-SS”).

**WHEREAS** it is the responsibility of SH-SS to provide for the delivery of integrated health services to meet the needs of residents in the geographic jurisdiction of SH-SS in accordance with *The Regional Health Authorities Act* (“the RHA Act”) and its Regulations;

**AND WHEREAS** SH-SS wishes to contract for services of hairdressing for tenants of Regency House as more particularly set out in “Schedule A”.

**AND WHEREAS** the Contractor warrants that he/she is qualified and desires to provide the Services;

### **THE PARTIES THEREFORE AGREE AS FOLLOWS:**

#### **Preamble**

1. The preamble is incorporated into this Agreement and shall be used in its interpretation.

#### **Term of Agreement**

2. The Agreement shall be in effect \_\_\_\_\_, 20\_\_\_\_ and remain in effect until \_\_\_\_\_, 20\_\_ . The Parties further agree to provide thirty calendar days’ notice of intention to alter this Agreement. Notice will be provided in writing to the contractor and/or SH-SS c/o \_\_\_\_\_

### **Status and Services**

3. In provision of the Services, it is understood and agreed that the Contractor will not be subject to the control or direction of SH-SS as to the means and methods of performing the Services beyond basic requirements in provision of such Services and that the Contractor is acting as an independent contractor and shall not for any purpose be deemed to be an employee of SH-SS or to be entitled to any rights or benefits of SH-SS or its employees.
4. The Contractor agrees to provide the Services as more particularly set out in Schedule "A" attached hereto and forming part of this Agreement.
5. The Contractor shall at his/her own expense ensure that all personal licensing and regulatory requirements, including Vulnerable Sector Search, Child Abuse Registry, Adult Abuse Registry and Criminal Record Checks are met for him/her to provide the Services.

### **Responsibilities of the Contractor**

6. The Contractor shall ensure that the Services are being provided by a practitioner who has completed a Vulnerable Sector Search, Child Abuse Registry, Adult Abuse Registry and Criminal Record Checks. A copy of these will be provided to SH-SS along with credentialing information prior to commencing services with SH-SS.
7. The Contractor shall pay all applicable government assessments including Workers' Compensation, Canada Pension Plan and Employment Insurance relating to him or her and the personnel employed by the Contractor.
8. The Contractor agrees to indemnify and safe harmless SH-SS from any and all claims, demands or causes of action under the *Income Tax Act* or any other statute for or in respect of any obligation on the part of SH-SS to make contributions, withhold and remit any monies or to make deductions from its fee payments or in respect of any related interest or penalties, should the Contractor fail to make any such remittances or should it become deemed or considered that the Contractor is an employee of SH-SH.

9. As an independent Contractor, the Contractor is responsible for his or her own Workers' Compensation coverage. SH-SS is not responsible for the Contractor's Workers' Compensation coverage.
10. It is understood and agreed that neither the Contractor nor any personnel employed by the Contractor are covered under the Liability Insurance carried by SH-SS.

### **Termination of Agreement**

11. Either party may terminate this Agreement immediately and without prior notice in the event of the failure of the other Party to comply with any provision of this Agreement. Either Party may otherwise terminate this Agreement on the giving of thirty days' written notice.

### **Confidential Information**

12. The Contractor acknowledges that pursuant to providing the Services, the Contractor will come into possession of confidential information and documents belonging to SH-SS and its clients, patients and residents. The Contractor covenants to keep all such information and documents strictly confidential and further agrees to deliver any confidential documents in the possession of the Contractor or any personnel employed by the Contractor to an authorized representative of SH-SS upon demand. The Contractor acknowledges and agrees that the covenants contained in this paragraph shall survive the termination for any reason of this Agreement.
13. The Contractor specifically acknowledges his/her obligation to comply with *The Personal Health Information Act* ("PHIA") and *The Freedom of Information and Privacy Protection Act* ("FIPPA") and acknowledges that he/she is a Trustee as defined by PHIA. Further, the Contractor agrees that while files, records and notes remain the property of the Contractor, the Contractor shall provide copies of same to SH-SS.

**Notices**

14. Any notice required to be given shall be in writing and hand delivered as follows:

To the Contractor:

To SH-SS:

15. SH-SS and the Contractor will notify each other immediately if either Party becomes aware of client complaints, claims, losses, actions, course of action, injury to person or property arising from provision of contracted services.

DATED at \_\_\_\_\_, Manitoba, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SOUTHERN HEALTH-SANTÉ SUD**

Per:

Per:

\_\_\_\_\_  
SOUTHERN HEALTH-SANTÉ SUD

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## Schedule "A"

### The contract service will provide:

1. Hairdressing services to residents of \_\_\_\_\_, the minimum being once per week. Dates and hours of operation will be reviewed by SH-SS from time to time.
2. The cost of hairdressing services shall be determined by SH-SS, in accordance with established rates for Personal Care Homes.
3. \_\_\_\_\_ shall provide the hairdressing room, including water, electricity, heating, telephone, etc. The Contractor shall provide and maintain the hairdressing equipment, and shall supply the linen required to provide the services.
4. The Contractor shall provide all necessary supplies needed for hairdressing, such as curling irons, combs, clippers, scissors, perms, shampoo, curlers, etc.
5. The Contractor will pay to SH-SS on the last day of each month a commission of 10% of all sales from hairdressing services for that month.
6. The Contractor is required to follow all Infection, Prevention and Control as outlined in the Hairstyling Services in Personal Care Home policy (CLI.6410.PL.023)
7. The Contractor shall be responsible for any damage to building service, equipment and furnishings.