

Service Purchase Agreement
between **Name of Hub/backbone organization**
and The Partner Organization (**Partner's Name**)

DATE:

Purpose

This Service Purchase Agreement (the 'Agreement') is entered into between **Name of Hub/backbone organization** ("Purchaser") and The Partner Organization ("Supplier") to define the terms and conditions under which the Supplier will provide comprehensive primary care attachment and referrals for social prescriptions to **Community/Neighbourhood/region** residents who are unattached or uncertainly attached to primary care and have complex care needs. The Supplier will report on its agreed upon activities monthly.

Terms and Conditions

This Agreement shall commence on the signing date and remain effective till ____ or Termination Clause, unless extended or terminated in accordance with the terms of this Agreement.

Services and Responsibilities

Supplier (The Partner Organization)

1. **Service Provision:** The Supplier will engage Interprofessional Primary Care Team members to support **Name of Hub/Backbone organization** in achieving its goal of providing comprehensive primary care attachment for a minimum of ____ residents **of Neighbourhoods/Regions (Enter FSAs)**, per quarter. These residents, who are either unattached or have uncertain attachment to primary care and have complex care needs will be connected to primary care providers at The Partner Organization from ____, to ____.
2. **Support for Social Prescribing Referrals:** The Supplier will use the secure online link provided by the Purchaser to refer eligible residents to social prescription services at **Name of Hub/Backbone organization** ensuring client consent is obtained before making a referral.
3. **Reporting Obligations:** Supplier will provide a monthly performance report by the 7th calendar day or next business day of the reporting month detailing activity numbers for those clients covered within the terms of this purchase agreement, including -
 - a. **Number of Clients Attached:** Total number of unique eligible clients attached to a primary care provider at The Partner Organization during the reporting month, stratified by client race/ethnicity

- b. **Client Utilization:** Number of provider-client encounters at The Partner Organization involving either the MD or an Interprofessional Primary Care Team member, stratified by client race/ethnicity

Purchaser (Name of Hub/backbone organization)

1. **Service Payment:** The Purchaser will provide payment for the recruitment of Interprofessional Primary Care Team members to support The Partner Organization in providing comprehensive primary care attachment for a minimum of _____ residents of from the following postal codes: (List FSAs), per quarter during the period of _____ to 3_____. Purchaser agrees to pay Supplier the agreed upon for services rendered, payable upon receipt of an invoice from the Supplier following the end of each reporting month.
2. **Support for Social Prescribing Referrals:** The Purchaser will make available a secure online link to receive social prescription referrals from The Partner Organization for clients who consent to the referral. These referrals will connect clients to social support and navigation services provided by Name of Hub/backbone organization.

Financial Terms

Payment Schedule: The Purchaser will provide payment to the Supplier based on the number of patients attached, up to a maximum of \$_____ per quarter for a minimum of 250 clients. Payment is contingent upon the Supplier submitting accurate and timely invoices.

Invoice Requirements: Cash will not be disbursed by Name of Hub/backbone organization. Cheques will be released following receipt of invoice. The Partner Organization must submit invoices no later than seven (7) calendar days following the end of the reporting month.

Invoices must contain the following information -

- Date
- Amount
- # of clients attached
- Directed to Name of Hub/backbone organization
- Invoice #
- Cheque payable to: Name and Address to where the cheque should be sent
- Memo noting name of budget line

Name of Hub/backbone organization will process payment within **30 business days** of receiving an accurate and complete invoice.

Performance Review

Both parties agree to a monthly review of performance metrics to ensure alignment with project goals and address any emerging issues. This review will evaluate metrics such as the number of clients attached, client demographics, social prescribing referrals, and client experience. The parties may use this review to make any necessary adjustments to improve service delivery and outcomes.

Compliance and Accountability

Anti-Racism and Anti-Oppression Commitment: Both parties agree to operate under an anti-racism and anti-oppression framework. This includes a commitment to equitable access and support for all clients, ensuring that services are free from discrimination and are sensitive to the diverse needs of the community. The Supplier agrees to ensure that all client interactions, program delivery, and reporting processes are consistent with this commitment.

Additional Terms

Indemnification

Each party agrees to indemnify and hold harmless the other, including its officers, staff and employees, from any claims, losses, or damages arising from:

1. Breach of this Agreement,
2. Negligence or misconduct, or
3. Violation of applicable laws.

This obligation survives termination of the agreement

Data Privacy and Client Consent: Both Purchaser and Supplier shall ensure compliance with all relevant privacy legislation, including obtaining explicit client consent for any referrals made via the secure referral link. All data sharing, including the required reporting metrics, will be anonymized and aggregated in compliance with data privacy requirements.

Termination Clause: Either party may terminate this Agreement with 30 days' written notice. Upon termination, payments will be reconciled based on services delivered up to the date of termination.

Dispute Resolution: In the event of any dispute arising out of or in connection with this Agreement, both parties agree to engage in good faith negotiations to resolve the matter. If unresolved, the parties may consider mediation or arbitration as agreed upon.

Review and Amendment: This Agreement may be amended or reviewed only by written consent from both parties.

Contact Points

For the purposes of communication and coordination, the following individuals are designated as primary contacts:

- The Partner Organization (Supplier): _____
- **Name of Hub/Backbone organization** (Purchaser): _____

Signatures

By signing below, both parties acknowledge and agree to the terms and conditions outlined in this Service Purchase Agreement.

Purchaser (**Name of Hub/Backbone organization**)

Project Name: Interprofessional Primary Care Team Expansion Project

Authorized Representative (Name):

Signature: _____

Date: _____

Supplier (The Partner Organization)

Authorized Representative (Name): The Partner Organization

Signature: _____

Date: _____