



SILVER GROUP PURCHASING

## PURCHASING AGREEMENT

between

**EXTENDICARE (CANADA) INC. carrying on business as  
SILVER GROUP PURCHASING ("SGP")**

and

**The Corporation of the City of London, Ontario Canada**

### WHEREAS:

- A. SGP is a provider of group purchasing services through membership in its Silver Group Purchasing Program (the "**Volume Discount Program**"), whereby members of the Volume Discount Program ("**VDP Members**") benefit from volume discounts negotiated by SGP on certain goods and services (including, but not limited to, administration, clinical, food service, housekeeping, laundry, recreation and therapy, maintenance, capital equipment, furniture, and fixtures) purchased by VDP Members from vendors ("**VDP Vendors**") participating in the Volume Discount Program.
- B. The Member hereby chooses SGP as the provider of group purchasing services for **The Corporation of the City of London, Ontario Canada** and agrees to participate in the Volume Discount Program on the terms and conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

### VOLUME DISCOUNTS

1. The Member is entitled to purchase goods and/or services from VDP Vendors. A current list of the VDP Vendors and their prices/programs is posted on SGP's website ([www.silvergrouppurchasing.com](http://www.silvergrouppurchasing.com)). This list will be updated by SGP and distributed to the Member via email to the email address set out in Section 13 on a periodic basis when VDP Vendors and/or prices/programs change.
2. The Member's name shall be provided by SGP to each VDP Vendor on the list and thereafter the Member will be permitted to purchase goods and/or services from those

vendors at the stated prices, subject only to meeting any financial or credit requirements of the VDP Vendor.

3. The Member understands that it is not obligated to purchase any goods or services from any VDP Vendor, but that all VDP Vendors will be notified by SGP of the Member's enrollment in the Volume Discount Program.

#### **TERM AND TERMINATION**

4. The term of this Agreement is for one (1) year and shall commence on the date the Agreement is fully executed. This Agreement will automatically renew for successive one (1) year terms until terminated by either party in writing.
5. This Agreement may be terminated by either party with one hundred and twenty (120) days' prior written notice to the other, unless the cause of termination is
  - (a) the Member makes a false statement in the statement referred to in Section 10, in which case SGP may terminate this Agreement with immediate effect.
6. If this Agreement is terminated on a day other than the last day of a term, the Fee for the term will be refunded to the Member on a *pro rata* basis.

#### **MEMBERSHIP FEE**

7. The fee has been waived due to participation in the revenue sharing agreement.
8. This Membership is effective **January 1 2014**, and is automatically renewed annually.

#### **INSURANCE**

9. Extencicare shall obtain and maintain during the term of this Agreement insurance coverage as follows:
  - 9.1 Comprehensive Crime insurance, Disappearance and Dishonest Blanket Position Policy or equivalent Fidelity Bond in the amount of \$25,000.00 on which the City shall be included as an additional insurance with respect to incidents arising from work performed under this Agreement;
  - 9.2 The insurance will not be cancelled or permitted to lapse unless the City is provided with at least thirty (30) days' prior written notice.
  - 9.3 SGP shall provide the Member with evidence that the insurance is in force promptly upon commencement of this Agreement.

9.4 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the Agreement as it may reasonably require.

9.5 Failure by SGP to satisfactorily meet these insurance requirements shall be deemed a breach of this Agreement.

**CONFIDENTIALITY**

- 10. The Member acknowledges that it will have access to confidential and proprietary information and that it will make its best efforts to protect this information from inadvertent release to unauthorized parties.
- 11. SGP acknowledges that information over which the Member exercises control is subject to the Municipal Freedom of Information and Protection of Privacy Act, and local municipal by-laws and that disclosure and retention of information is subject to those, and other legal obligations.
- 12. All purchasing information is available on SGP's website, which is accessible only to VDP Members in good standing. Before access to the website is provided to the Member, the Member must complete and execute the Website Confidentiality Form, a copy of which is attached to this Agreement as Schedule "A".

**NOTICE**

- 13. Every notice or other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered by hand, by registered mail, by facsimile or by email to the party to whom it is to be given at:

To SGP:

SILVER GROUP PURCHASING  
#700, 3000 Steeles Avenue East  
Markham, Ontario L3R 9W2

Attention: Vice President and Director National Sales  
Telephone: 905.470.4000, 1.800.263.7025  
Facsimile: 905.470.5643  
Email: [csr@silvergrouppurchasing.com](mailto:csr@silvergrouppurchasing.com)

To Member:

[Insert Member Name]  
[Insert Member Address]

Attention: [insert name and title]  
Telephone: [insert telephone number]  
Facsimile: [insert fax number]  
Email: [insert email address]

**GENERAL PROVISIONS**

14. The Member hereby acknowledges that SGP may modify any part of the Volume Discount Program including, but not limited to, the number and/or identity of VDP Vendors and the amount of the Fee in its sole discretion, provided that SGP provides reasonable notice to the Member of any such change. Any increase in the Fee will take effect at the beginning of the next term of the Agreement.
15. The Member shall not have the right to assign, directly or indirectly, its rights and obligations under this Agreement without the prior written consent of SGP, which consent may be unreasonably withheld.
16. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
17. All amounts stated herein are expressed in Canadian currency.
18. The parties acknowledge and agree that this Agreement may be executed in counterparts and delivered by means of facsimile or email transmission.
19. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.
20. If any covenant, obligation or agreement in this Agreement or the application thereof to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is invalid or unenforceable will not be affected thereby and each covenant, obligation and agreement in this Agreement will be separately valid and enforceable to the fullest extent permitted.
21. The Schedules attached hereto form part of and shall be construed in accordance with this Agreement.

22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no covenants, representations, agreements, warranties or conditions relating to this Agreement, whether express or implied, collateral or otherwise except those set out herein.

[Signature page follows.]

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**EXTENDICARE (CANADA) INC. carrying on business as SILVER GROUP PURCHASING**

Per: \_\_\_\_\_  
Name: Jason Horne  
Title: Director SGP

Per: \_\_\_\_\_  
Name: Yasna Sepulveda  
Title: Director National Sales

I/We have authority to bind the Corporation.

**The Corporation of the City of London**

Per: \_\_\_\_\_  
Joe Fontana  
Mayor

Per: \_\_\_\_\_  
Catharine Saunders  
City Clerk

I/We have authority to bind the Corporation.

**SCHEDULE "A"**

**WEBSITE CONFIDENTIALITY FORM**

See attached.

Dear Valued Members:

Welcome to our Website!

**WEBSITE INCLUDES:**

- Public domain – general Silver Group Purchasing information
- Member domain – confidential & proprietary information
  - contracts, menu systems, supplier information/links
  - login username & password is required
  - signed authorization form returned to SGP to obtain username & password
  - immediately accessible with login & password
- Quick & convenient access to the SGP Program increasing your productivity
- Current information at your finger tips
- **Going Green!** We are reducing paper flow

**HOW TO GET ACCESS:**

It is necessary that participants understand the confidentiality of the Silver Group Purchasing program.

1. To access the member domain of the SGP website, we require a signed copy of the authorization form below indicating that you understand that the Silver Group Purchasing program and information on the website is proprietary and confidential.
2. Provide the email address of the Facility Administrator/Manager who will be responsible for the compliancy of users and passwords. Please fill in the Website Confidentiality Form with all users' information and return to us. Thank you.
3. Email your completed form to:

***Sandra Curcio***

***Email: [csr@silvergrouppurchasing.com](mailto:csr@silvergrouppurchasing.com)***

***Toll Free: (800) 263-7025***

If you have any questions or would like a verbal walk-through of the website, please do not hesitate to call either one of us.

Thank you,

The Silver Group Purchasing Team

*Head Office: 3000 Steeles Avenue East, Suite 700, Markham, Ontario L3R 9W2  
1-800-263-7025 • Fax: (866) 468-0777*



**WEBSITE CONFIDENTIALITY FORM**

**ACCESS TO Silver Group Purchasing WEBSITE**

**AUTHORIZATION of ACKNOWLEDGEMENT  
of  
Silver Group Purchasing PROGRAM**

I, \_\_\_\_\_, (Facility Administrator/Manager) understand that the information on the **Silver Group Purchasing** website (www.silvergrouppurchasing.com) is proprietary and confidential. This information will not be shared with NON-SGP members.

**Users:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

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Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

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Facility Administrator / Manager Signature      Date

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Facility Name      Email

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