

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 09-833**

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**Being a by-law to authorize the Mayor to execute the Temagami Family Health Team  
Capital Agreement with the Ministry of Health and Long-Term Care and the  
Temagami Family Health Team.**

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**AND WHEREAS** under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

**WHEREAS** under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**NOW THEREFORE the Council of the Corporation of the Municipality of  
Temagami hereby enacts as follows:**

1. That the Mayor is hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 26<sup>th</sup> day of February 2009.

READ A SECOND AND THIRD time and finally passed this 26<sup>th</sup> day of February 2009.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CAO/Clerk

**Ministry of Health  
and Long-Term Care**

Primary Health Care  
Health System Accountability  
and Performance Division

1075 Bay Street, 9<sup>th</sup> Floor  
Toronto ON M5S 2B1  
Tel: 416-325-3575  
Toll free: 1-866-766-0266  
Fax: 416-326-4684

**Ministère de la Santé  
et des Soins de longue durée**

Équipes de renouvellement des soins  
primaires  
Division de la responsabilisation et de  
la performance du système de santé

1075, rue Bay, 9<sup>e</sup> étage  
Toronto ON M5S 2B1  
Tél.: 416 325-3575  
Sans frais : 1 866 766-0266  
Télééc.: 416 326-4684



1598  
**Ontario**

File ☒ Incoming ☐ Other  
Mayor ☒

Council ☐ I DA

CAO ☐

Building ☐

Finance ☒ BS DC

EcDev ☐ US DC

Parks & Rec ☐ OS DC

Planning ☐ DS DC

Public Wks ☐ OS DC

PPP ☐

Social Services ☐ 0

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March 18, 2009

Ms. Barbara Klassen  
Coordinator  
Temagami Medical Centre & Family Health Team  
9 Stevens Road  
P O Box 98  
Temagami ON P0H 2H0

Re: Temagami Family Health Team  
Capital Agreement 2008-09

Dear Ms. Klassen,

Please find attached a copy of the original signed Capital Agreement between Ministry of Health and Long Term-Care and Temagami Family Health Team for your record.

The agreement has been counter signed and dated by an authorized representative of the Ministry. Please note the commencement and end date of your project.

Arrangements have been made to transfer \$1,338,734.48 into the bank account on April 30, 2009 that was reported in Schedule B of the agreement. If for any reason you do not receive these funds at that time, please let us know.

Please note that any further funding will be contingent on the review and approval of your Business and Operational Plan.

If you have any questions regarding the funding agreement or require further assistance please contact your Family Health Team Coordinator.

Sincerely,

*per* Andy Wilson  
Manager (A)  
Family Health Teams

c. Claude Roy, Sr. Program Consultant  
Sheeraz Irani, Liaison Officer/A

**THIS AGREEMENT** made as of the first day of October, 2008

**AMONG:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by the Minister of Health and Long-Term Care**

(the “**Ministry**”)

- and -

Temagami Family Health Team

(the “**Recipient**”)

- and -

the Corporation of the Municipality of Temagami

(the “**Land Owner**”)

**WHEREAS** the Ministry wishes to support the development and growth of Family Health Teams in Ontario;

**AND WHEREAS** the Recipient has applied to the Ministry for Family Health Team capital funding in order to facilitate the establishment of its Family Health Team and to complete the Project detailed in Schedule “A” herein;

**AND WHEREAS** the Ministry has agreed to provide such funding in accordance with the terms and conditions of this Agreement and its schedules;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

## **1.0 Definitions**

1.1 In this Agreement, the following words shall have the following meanings:

- (a) “**Agreement**” means this Agreement entered into between the Ministry, the Recipient and the Land Owner, and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) “**Budget**” means the approved list of items set out in Schedule “B”;

- (c) **"Building"** means the premises being constructed on the property located at: 17 O'Connor Drive, Temagami Ontario, owned by the Land Owner, in which the Recipient or any one of them, leases office space and operates a medical practice;
- (d) **"Completion Date"** means the date for completion of the Project as provided in Schedule "A" or such other date as may be agreed to by the parties in writing;
- (e) **"Expenditure Reporting Form"** means the reporting form provided in Schedule "D";
- (f) **"Fiscal Year"** means from April 1<sup>st</sup> in the year the Capital Grant Funds were provided or in a subsequent year, as the case may be, until the following March 31<sup>st</sup>;
- (g) **"Generally Accepted Accounting Principles"** means Canadian generally accepted accounting principles as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles;
- (h) **"Capital Grant Fund(s)(ing)"** means the grant funds provided to the Recipient by the Ministry pursuant to this Agreement;
- (i) **"Lien"** means a mortgage, charge, pledge, lien (statutory or otherwise), security interest or other encumbrance or adverse claim of any nature or kind whatsoever;
- (j) **"Project"** means the Project described in Schedule "A";
- (k) **"Project Description"** means the description of the Project set out in Schedule "A";
- (l) **"Repayment Schedule"** means the repayment schedule provided in Schedule "E";
- (m) **"Site"** means the land and parking area intended for the Building that the Land Owner has committed to transfer to the Recipient at no charge;
- (n) **"Subcontractor(s)"** means any party, other than an employee or agent of the Recipient, who the Recipient or the Land Owner engages or has engaged to perform a specific part or parts of the Project and whose work would be reimbursed through the Budget.



## **2 .0 Term of the Agreement**

- 2.1 The Agreement shall commence on the date set out on the first page of this Agreement and shall expire on the Completion Date, unless terminated earlier pursuant to either section 17.1 or 18.1 of this Agreement.

## **3 .0 Project**

- 3.1 The Recipient shall complete the Project in accordance with the Project Description set out in Schedule "A".
- 3.2 The Recipient shall not make any changes to the Project without the prior written consent of the Ministry. The Ministry shall respond in writing to a Recipient's written request for a change to the Project within seven (7) business days of the Ministry's receipt of such request.

## **4 .0 Capital Grant Funding**

- 4.1 Subject to section 32.1 and to the terms and conditions of this Agreement, the Ministry shall provide up to \$2,376,371.64 to the Recipient for the purpose of completing the Project. The Ministry shall disburse the Capital Grant Funds as set out in Schedule "B" herein.
- 4.2 Despite sections 4.1. and 4.2, the Ministry, in its sole discretion:
- (a) may choose not to provide any Capital Grant Funds to the Recipient until the Recipient provides proof of insurance as described in Article 13.0;
  - (b) may suspend payment of Capital Grant Funds pertaining to any item in Schedule "B" based upon the Ministry's assessment of the financial reports and any other report submitted pursuant to the terms of this Agreement where such reports indicate that the Capital Grant Funding was not spent or applied in accordance with the terms of this Agreement and its Schedules. Capital Grant Funding for a suspended item will resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient has corrected the event that gave rise to the suspension; and
  - (c) may set off any amount owing to the Ministry by the Recipient, against any payment(s) owed to the Recipient under this Agreement.
- 4.3 Unless otherwise agreed to by the Ministry in writing, the Recipient shall complete the Project by the Completion Date and shall submit all Reports required pursuant to the terms of this Agreement. In the event that the Recipient fails to submit any such Report to the Ministry, the Ministry may withhold payment of Capital Grant Funds. Capital Grant Funding for a suspended item will resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient has corrected the event that gave rise to the suspension

4.4 The Recipient shall:

- (a) place the Capital Grant Funds in an interest-bearing account and account to the Ministry on any interest earned on the Capital Grant Funds and shall use the interest only for purposes authorized in writing by the Ministry or shall return the interest to the Ministry immediately at the Ministry's request;
- (b) inform the Ministry of any potential under-spending of the Capital Grant Funds through the Final Capital Cost report set out in Schedule "D"; and
- (c) agree that any part of the Capital Grant Funds or any interest earned on the Capital Grant Funds that has not been used or accounted for by the Recipient at the time the Agreement is completed, expires or is terminated, shall belong to the Ministry and shall be used only for the purposes authorized in writing by the Ministry or shall be returned to the Ministry immediately at the Ministry's request.

4.5 If the Recipient is in fundamental breach of this Agreement, the Ministry may request the repayment of any amounts owing to the Ministry, including any damages that are caused as a result of the breach and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

4.6 If amounts are owed to the Ministry, in accordance with section 4.5, the Ministry may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

4.7 The payment of any amounts owed to the Ministry pursuant to section 4.5 shall be paid by the Recipient by cheque to the "Ministry of Finance" and mailed to the Ministry to the attention of the Ministry representative as provided for in section 22.1.

## **5 .0 Budget**

5.1 The Recipient shall only use the Capital Grant Funds for the purpose of completing the Project and shall expend those funds only in accordance with the Budget attached hereto as Schedule "B".

5.2 The Recipient shall not make any changes to the Budget without the prior written consent of the Ministry.

5.3 If the Recipient does not spend all of the Capital Grant Funds allocated by the Budget to the Project for a Fiscal Year or if the Capital Grant Funds are spent for purposes that are not agreed to by the Ministry in writing, the Recipient shall repay the Capital Grant Funds to the Ministry in accordance with section 4.5.

## **6 .0 Recipient and Land Owner Representations and Warranties**

6.1 Each of the Recipient and the Land Owner represents, warrants and covenants that:

- (a) he/it has full power and authority to enter into this Agreement and to observe, perform, and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken in order to authorize this Agreement;
- (b) he/it shall comply, and will use his/its best efforts to ensure that his/its Subcontractors comply, with all federal, provincial and municipal laws and regulations, and any orders, rules and by-laws related to any aspect of the Project and the performance of this Agreement including, but not limited to, accessibility for persons with disabilities laws, to the extent these laws are applicable to the Project; and
- (c) he/it holds or agrees to acquire all permits, licences, consents, intellectual property rights, and authorities necessary to perform his/its obligations under this Agreement.

6.2 The Recipient represents and warrants that it has in place, the governance and administrative structures and processes which will reasonably ensure that public funds are managed prudently and effectively.

6.3 The Land Owner represents and warrants that:

- (a) if it is a corporation, it has been incorporated and is validly subsisting under the laws of the jurisdiction of its incorporation
- (b) if it is a corporation, it has the necessary corporate power and authority to own its property and assets and to carry on its business, and is qualified to do business in the Province of Ontario;
- (c) no act or proceeding has been taken by or against the Land Owner in connection with the dissolution, liquidation, winding-up, bankruptcy or reorganization of the Land Owner; and
- (d) on the date of this Agreement, the Land Owner has good and marketable title to the Land, free and clear of any and all Liens other than those which have been disclosed in Schedule "A";
- (e) The Land Owner shall transfer title of the site to the Recipient on or before the Completion Date to the Recipient at no cost.

## **7 .0 Reporting Requirements**

7.1 The Recipient shall submit to the Ministry:

- (a) a Final Capital Cost report as set out in Schedule "D"; and
- (b) a final report within one (1) month of completing the Project which includes:
  - (i) the final statement accounting for Project revenue and expenditures, including

any in-kind goods and services;

- (ii) a Final Statement of Disbursements as set out in Schedule "E", independently audited by an accounting professional licensed under the Ontario *Public Accountancy Act*.
- (iii) any other reasonable request by the Ministry for details directly relating to the Capital Grant funds.

- 7.2 If requested in writing by the Ministry at any time during the Term of this Agreement, the Recipient shall submit a detailed report on the status of the Project which addresses all items set out in the request. Any such report shall be submitted by the due date specified in the request.
- 7.3 The Recipient shall ensure that all reports are in a form satisfactory to the Ministry and are signed by the Recipient.

## **8 .0 Accounting and Inspection**

### **8.1 The Recipient:**

- (a) shall keep and maintain all records, invoices and other documents relating to the Capital Grant Funds or otherwise to the Project in a manner consistent with Generally Accepted Accounting Principles or clerical practices, as the case may be, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination or expiry of this Agreement;
- (b) shall maintain all records and documents relating to the Capital Grant Funding or otherwise to the Project in a confidential manner consistent with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F-31 (as amended from time to time) and all applicable law; and
- (c) shall use reasonable efforts to ensure that his or the Land Owner's Subcontractors keep and maintain records in manner consistent with subsections (a) and (b).

### **8.2 The Recipient and the Land Owner authorize the Ministry and its authorized agents, upon twenty-four (24) hours' notice and during normal business hours, to:**

- (a) visit the Site and the Recipient' office within the Building, and to review the progress and manner of operation of the Project;
- (b) inspect and copy any records, invoices and documents in the possession or under the control of the Recipient or the Land Owner which relate to the Capital Grant Funding or otherwise to the Project, excluding confidential patient and health practitioner files;

- (c) inspect and copy non-financial records in the possession or under the control of the Recipient or the Land Owner which relate to the Capital Grant Funds or otherwise to the Project, except that where such records relate to a third party served by the Project, the Ministry shall obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit of the Recipient or the Land Owner in respect of the Project at the Ministry's own expense.

8.3 The Recipient and the Land Owner shall co-operate with the Ministry in respect of the exercise of the Ministry's rights set out in section 8.2, and the Recipient and the Land Owner shall provide any information in respect of the Capital Grant Funds or the Project that is reasonable for the Ministry to request.

## **9 .0 Tendering for Goods and Services**

9.1 The Recipient shall acquire all supplies, equipment and services purchased with the Capital Grant Funds through a competitive process that reasonably ensures the best value for funds expended.

## **10 .0 Conflict of Interest**

- 10.1 The Recipient shall ensure that the Project is carried out in all its aspects without a conflict of interest by any person associated with the Project in whatever capacity.
- 10.2 For these purposes, a conflict of interest is a situation where a qualified person associated with the Project or any qualified member of his or her family is able to benefit financially from his or her involvement in the Project in a manner which is inconsistent with that of a qualified arms-length individual performing identical services. Nothing in this section shall prevent the Recipient if he so chooses from reimbursing his volunteers for their reasonable out-of-pocket expenses incurred in connection with the Project.
- 10.3 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

## **11 .0 Limitation of Liability**

11.1 Subject to s. 16.2, the Ministry and the Ministry's officers, employees, independent contractors, subcontractors, agents, and assigns shall not be liable to the Recipient, and/or the Land Owner, for any losses, expenses, costs, claims, damages, and liabilities occasioned by or attributable to anything done or omitted to be done by the Recipient and/or the Land Owner in connection with this Agreement or with the performance by the Recipient and/or the Land Owner of their obligations under this Agreement, or the exercise by the Ministry of any rights or remedies given to the Ministry under this Agreement, unless the losses, expenses, costs, claims, damages or liabilities are caused by the Ministry's negligence.

## 12 .0 Indemnity

- 12.1 The Recipient and the Land Owner agree, jointly and severally, to indemnify the Ministry, its officers, employees and agents from and against all damages, injuries, costs, expenses, lost profits, or any other losses (referred to collectively in this section as "**Losses**"), that arise out of or are in any way related to a claim or proceeding related to the Project that is brought by any person, unless they were caused by the negligence or wilful act of the Ministry, or breach of this Agreement by the Ministry, and to extent that comprehensive general liability insurance and all risk property insurance is available.

## 13 .0 Insurance

- 13.1 The Land Owner shall put in effect and maintain for the duration of this Agreement, at its own cost and expense, with insurers acceptable to the Risk Management and Insurance Services Unit (RMIS) of Shared Services Bureau, all the necessary and appropriate insurance that a prudent person in the business of the Recipient undertaking a project similar to this Project would maintain, including, but not limited to, the following:

Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence, \$2,000,000 products and completed operations aggregate. The policy is to include the following endorsements:

- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care and the Recipient as additional insureds;
- (b) Contractual Liability Coverage;
- (c) Cross-liability Clause;
- (d) Products and Completed Operations Liability;
- (e) A valid WSIB Clearance Certificate or Employers Liability and Voluntary Compensation, whichever applies;
- (f) Tenants Legal Liability;
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change.

- 13.2 Before the Recipient begins the Project, the Land Owner shall provide the Ministry, if so requested by the Ministry, a valid Certificate of Insurance (and any replacements thereof) that references Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care and the Recipient, and confirms the above requirements. The Land Owner shall provide the Ministry with a copy of the policy and any renewal replacement certificates as may be necessary.

#### **14 .0 Credit and Publicity**

- 14.1 Subject to Regulation 114/94 of the Medicine Act, the Recipient shall use reasonable efforts to acknowledge the support of the Ministry in all reports and materials and in all advertising and publicity relating to the Project. The Recipient shall also use reasonable efforts to ensure that the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 14.2 The Recipient shall notify the Ministry 30 days before it publishes any material produced pursuant to the Agreement and shall provide a copy of the material it proposes to publish to the Ministry at that time.
- 14.3 Subject to applicable privacy legislation, the Ministry may disclose in any manner to any person or entity the names of the Recipient and the Land Owner and any other information of any kind pertaining to the Project.

#### **15 .0 Sale of Building, Termination of Transfer Agreement or Termination of this Agreement**

- 15.1 The Recipient shall only use the Capital Grant Funds for the purpose(s) set out in this Agreement.
- 15.2 Unless otherwise agreed to in writing by the Ministry, if the Land Owner or Recipient sell, convey, encumber or otherwise dispose of any interest in the Site at any time prior to the Completion Date, except as otherwise provided herein, or if the Land Owner fails to transfer title of the Site to the Recipient on or before the Completion Date, the Recipient and the Land Owner each agree to pay the Ministry fifty percent (50%) of the applicable amount as set out in Schedule "F".
- 15.3 In the event that the Land Owner's Transfer of Title Agreement with the Recipient for the Site is terminated by the Land Owner or in the event that the Land Owner terminates this Agreement, the Land Owner agrees to pay the Ministry the applicable amount as set out in Schedule "F" unless otherwise agreed to by the Ministry in writing.

#### **16 .0 Termination by Ministry**

- 16.1 Subject to section 16.2, the Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient and the Land Owner.
- 16.2 Where notice to terminate is given by the Ministry pursuant to s. 16.1, the Ministry shall assess the state of the Project and allow the Recipient to wind down the Project by the end of the notice period and, notwithstanding s. 12.1, the Ministry shall compensate the Recipient and/or Land Owner for any amount(s) required by the Recipient and/or Land Owner to terminate contractual obligations which have been entered into pursuant to this Agreement.

## **17 .0 Termination for Cause**

17.1 Subject to section 17.2, a party may, without liability, cost or penalty, and without prejudice to any other rights or remedies of any party under this Agreement or at law, terminate this Agreement immediately upon giving notice to the other parties, as follows:

- (a) in the case of any breach that is capable of being cured, any non-defaulting party may provide notice to the other party, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (30) days, then the Agreement may be terminated at any time by immediate written notice provided by the non-defaulting party; and
- (b) in the case of any breach that is not capable of being cured, any non-defaulting party may terminate this Agreement by immediate notice provided to the other parties.

17.2 For purposes of section 17.1, but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by the Recipient and/or Land Owner, which the Ministry shall be entitled at its option to treat as incapable of being cured:

- (a) the Recipient and/or Land Owner has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
- (b) the Recipient is unable to substantially complete the Project or is likely to discontinue it;
- (c) the Recipient or the Land Owner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient enters into another agreement with the Ministry for the same or similar purposes as those covered in this Agreement; or
- (e) the Recipient or the Land Owner ceases to operate.

17.3 If the Ministry has provided the defaulting party with an opportunity to remedy the breach, and

- (a) the defaulting party does not remedy the breach within the time period specified in the notice; or
- (b) it becomes apparent to the Ministry that the defaulting party cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the defaulting party is not proceeding to remedy the breach in a way that is satisfactory to the Ministry,



the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipient and the Land Owner.

- 17.4 In the event of termination pursuant to this section, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## **18 .0 Capital Grant Funding Upon Termination**

- 18.1 If this Agreement is terminated by the Ministry pursuant to section 17.1, the Ministry shall:

- (a) cancel all further Capital Grant Funding instalments; and
- (b) demand the repayment of any Capital Grant Funds remaining in the possession or under the control of the Recipient that are not required by the Recipient to pay the costs of winding down the Project as determined by the Ministry pursuant to section 16.2.

## **19 .0 Bankruptcy and Creditor Arrangements**

- 19.1 Notwithstanding any other provision in this Agreement, the Ministry may, without liability, cost, or penalty, terminate this Agreement immediately upon giving notice to the Recipient and the Land Owner if either the Recipient or the Land Owner is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1992, c. 27, s. 2, and the regulations made thereunder; a receiver or trustee of the property and affairs of the Recipient or the Land Owner is appointed; the Recipient or the Land Owner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or attempts to execute a bulk sale of his or its property, except with the prior consent of the Minister, which consent shall not be unreasonably withheld.

For the purposes of this section, all funding provided to the Recipient by the Ministry shall be deemed to be held in trust by the Recipient for the Ministry until such time as the funds are spent in accordance with the Recipient's proposal and the terms of this Agreement and all such unspent funds shall be returned to the Ministry in full in the event of termination pursuant to this section.

## **20 .0 Counterparts**

- 20.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **21 .0 Notices**

- 21.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other parties at the address provided below or at such other address as the parties shall later designate to the others in writing. All notices shall be addressed as follows:

**To the Ministry:**

**Mr. Andy Wilson  
Manager (A)  
Family Health Teams, Primary Health  
Care  
Ministry of Health and Long-Term Care  
Primary Health Care and  
Family Health Teams  
1075 Bay Street, 9th Floor  
Toronto ON M5S 2B1  
Fax: (416)326-4684  
Telephone: (416) 325-3575**

**To the Recipient:**

**[Dr. Stephen Peter Goddard,  
Lead Physician  
Temagami Family Health Team  
9 Stevens Road, P.O. Box 98  
Temagami ON POH 2H0  
Fax: 705-569-2610  
Telephone: 705-569-3244**

**To the Land Owner:**

**[Mayor Ike Laba,  
on behalf of  
The Corporation of the Municipality of  
Temagami  
P.O. Box 220  
Temagami ON POH 2H0  
Telephone: 705-569-3421  
Fax: 705-569-2834**

- 21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

## **22 .0 Severability of Provisions**

- 22.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

## **23 .0 Waiver**

- 23.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Recipient, the Land Owner or the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **24 .0 Independent Parties**

- 24.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other parties. No representations shall be made or acts taken by any party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and the parties shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of the other parties.

## **25 .0 Assignment of Capital Grant**

- 25.1 Neither the Recipient nor the Land Owner shall assign this Agreement or the Capital Grant Funds or any part thereof without the prior written consent of the Ministry.

## **26 .0 Governing Law**

- 26.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## **27 .0 Further Assurances**

- 27.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

## **28 .0 Circumstances Beyond the Control of the Parties**

- 28.1 The parties shall not be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

## **29 .0 Survival**

- 29.1 The provisions in sections, 8.1, 8.2, and 8.3, 11.1, 12.1, 14.0 (Credit and Publicity), 16.2 and 18.1 (b) shall survive the termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement. The provisions in sections 15.2 and 15.3 shall survive until June 1, 2029.

### **30 .0 Schedules and Appendices**

30.1 The following are the schedules and appendices attached to and forming part of this Agreement:

- (a) Schedule "A" (Project Description);
- (b) Schedule "B" Final Estimate of Cost (FEC);
- (c) Schedule "C" Payment Schedule;
- (d) Schedule "D" Final Capital Cost (FCC);
- (e) Schedule "E" Final Statement of Disbursements (FSD); and
- (f) Schedule "F" (Repayment Schedule).

### **31 .0 Financial Administration Act**

31.1 Pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12, as amended, the Ministry's payment obligations set out in this Agreement are subject to:

- (a) the Ministry securing the requisite appropriation for payment during the Province's Fiscal Year in which payment is due; or
- (b) the Ministry securing the requisite appropriation for a multi-year payment during a previous Fiscal Year which covers the year in which payment is due.

### **32 .0 Entire Agreement**

32.1 This Agreement together with the attached schedules listed in section 30.1 of this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

32.2 This Agreement may only be modified by a written agreement duly executed by the parties.

**IN WITNESS WHEREOF** the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO as represented by the  
Minister of Health and Long-Term Care**

Per:

March 4, 2009  
Date

Mary Fleming

**Temagami Family Health Team**

per:

18.2.09.  
Date

[Signature]

Name: **[Dr. Stephen P. Goddard]**

Title: Lead Physician

"I have authority to bind the Corporation"

B.J. Elliott  
Signature of Witness

**The Corporation of the Municipality of Temagami**

Per:

27.02.09  
Date

[Signature]

**Mr. Tke Laba**

Mayor

Corporation of the Municipality of Temagami

"I have authority to bind the Corporation"

[Signature]  
Signature of Witness

**Schedule "A"**  
**Project Description**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care, The Temagami Family Health Team and The Corporation of the Municipality of Temagami** dated the first day of October, 2008

This capital project is to fund the construction of a new building to replace the existing Family Health Team, on the property located at 17 O'Connor Drive, Temagami, Ontario, as negotiated between the Ministry, The Temagami Family Health Team and the Corporation of the Municipality of Temagami. The medical clinic facility was designed by Evans, Bertrand, Hill and Wheeler Architecture Inc. of North Bay (Architectural Project No. 0791) and is to be constructed by CGV Builders of Cochrane, Ontario (The lowest tendered bid). This 7400 square foot building will accommodate 1 full-time physician as well as 3.8 IHPs and administrative staff: 1 Nurse Practitioner, 1 Registered Nurse, 1 Clerical support and .8 FHT Coordinator. The project proponents have undertaken to complete the project on or before September 1, 2009.

**Schedule "B"**  
**Final Estimate of Cost**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

**THIS SCHEDULE CAPTURES THE NET MINISTRY CONTRIBUTION TO THE FACILITY IMPROVEMENT. THE GROSS COST, INCLUSIVE OF CONTRIBUTIONS FROM OTHER SOURCES IS TO BE REPORTED WHERE REQUESTED.**



Ministry of Health and Long-Term Care

Facility name: Temagami Family Health Team		City/Town/Township: Temagami, Ontario
Description of project: Construction of new building at 17 O'Connor Dr., Temagami, Ontario		
Tender expiry date:	Est'd no. of months of construction: Approximately 9 months, to Sept. 1, 2009	

A Approved Cost		Amount
General contract price (attach list) (i.e. breakdown of actual cost from winning bid)	1	\$ 1,950,000.00
Other contracts - CGV Builders Change order	2	\$ 107,514.09
Add GST	4	\$ 108,040.84
Less GST rebate	5	
<b>Subtotal A - Cost of contract</b>	6	\$ 2,165,554.93
B Add Cost of:		
Architect/Prime consultant's fee	7	\$ 163,800.00
Other consultant's fees (attach list)	8	\$ 47,016.71
Other Disbursements (e.g. audit, permit fees, etc.)	9	
<b>Subtotal B (Line 7+8+9)</b>	10	\$ 210,816.71
<b>Final estimate of total cost (A+B: Line 6+10)</b>	14	\$ 2,376,371.64
C Ministry funds available to facility for this project		
Funds advanced prior to commencement of facility improvement	15	
Interest accrued on advanced funds	16	
Capital Grant Agreement Funding	17	\$ 2,376,371.64
<b>Total Ministry Contribution to Facility Improvement (Line 15+16+17)</b>	18	\$ 2,376,371.64
D Other funding sources		
Community partners	19	
Fundraising	20	
Other (please specify)	21	
<b>Total Other Contributions to Facility Improvement (Line 19+20+21)</b>	22	\$ -

Signature of Authorized FHT Signing Officer

Print Name

Date (dd/mm/yyyy)

**Schedule "C"**  
**Payment Schedule**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

The Ministry has granted to the "Recipient" the amount of \$2,376,371.64 for the interim implementation of the Plan. The full funding for the interim implementation of **\$2,376,371.64** would be deposited in:

Bank: **Scotia Bank**  
Address: **35 Armstrong Street, New Liskeard ON**  
**POJ IPO**

Account Name: **Temagami Medical Centre FHT**

Account Number: **53414**

Transit Number: **50682**

Institution Number: **002**

The payment amount for the Plan will be allocated as follows:

<b>Date</b>	<b>Payment*</b>
January-09	\$ 800,000.00
** February-09	\$ 1,338,734.48
*** May-09	\$ 237,637.16
<i>Sub-total</i>	\$ <b>2,376,371.64</b>
<i>Unused Funds Offset</i>	
<b><u>TOTAL</u></b>	\$ <b>2,376,371.64</b>

\* The ministry may adjust the payments listed in this column

\*\* Pending submission and review of completion certificate and Schedule "D"

\*\*\* Pending completion of project and submission of audited Schedule "E"

immediately upon the receipt of the funds, and must report back to the Ministry of the deposit date. This is the date the Ministry acknowledges as the date the funding begins to bear interest.

The funding will cover expenditures incurred between [October 1, 2008] to [September 1, 2009] or upon completion of the Facility Improvement, or the termination of this agreement, whichever occurs first.



**Schedule "D"**  
**Final Capital Cost**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

**THIS SCHEDULE CAPTURES THE NET MINISTRY CONTRIBUTION TO THE FACILITY IMPROVEMENT. THE GROSS COST, INCLUSIVE OF CONTRIBUTIONS FROM OTHER SOURCES IS TO BE REPORTED WHERE REQUESTED.**

M<sup>A</sup>Ontario

Ministry of Health and Long-Term Care

Facility name Temagami Family Health Team		City/Town/Township Temagami, Ontario
Description of project Construction of new building at 17 O'Connor Dr, Temagami, Ontario		
Tender expiry date	Est'd no of months of construction Approximately 9 months, to Sept 1, 2009	

A Approved Cost		Amount	
General contract price (attach list) (i.e. breakdown of actual cost from winning bid)	i		
Other contracts (attach list)	2		
Add GST	4		
Less GST rebate	5		
<b>Subtotal A - Cost of contract</b>	6	\$	-
B Add Cost of:			
Architect/Prime consultant's fee	7		
Other consultant's fees (attach list)	8		
Other Disbursements (e.g. audit, permit fees, etc.)	9		
<b>Subtotal B (Line 7+8+9)</b>	10	\$	-
<b>Final total cost (A+B: Line 6+10)</b>	14	\$	-
C Ministry funds available to facility for this project			
Funds advanced prior to commencement of facility improvement	15		
Interest accrued on advanced funds	16		
Capital Grant Agreement Funding	17		
<b>Total Ministry Contribution to Facility Improvement (Line 15+16+17)</b>	18	\$	-
HU Other funding sources			
Community partners	19		
Fundraising	20		
Other (please specify)	21		
<b>Total Other Contributions to Facility Improvement (Line 19+20+21)</b>	22	\$	-

Signature of Authorized FHT Signing Officer

Print Name

Date (dd/mm/yyyy)

**Schedule "E"**  
**Final Statement of Disbursements**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

THIS SCHEDULE CAPTURES THE NET MINISTRY CONTRIBUTION TO THE FACILITY IMPROVEMENT. THE GROSS COST, INCLUSIVE OF CONTRIBUTIONS FROM OTHER SOURCES IS TO BE REPORTED WHERE REQUESTED.



Ministry of Health and Long-Term Care

Facility name: Temagami Family Health Team	City/town/Village: Temagami, Ontario
--	---

A Approved Cost		Budget (FEC)	Actual Expenditure	Variance	Explanation/Comment
General contract price (attach list) (i.e. breakdown of actual cost from winning bid)	1	\$ 1,950,000.00	\$ -	\$ 1,950,000.00	
Other contracts (attach list)	2	\$ 107,514.09	\$ -	\$ 107,514.09	
Add GST	4	\$ 108,040.84	\$ -	\$ 108,040.84	
Less GST rebate	5	\$ -	\$ -	\$ -	
<b>Subtotal A - Cost of contract</b>	6	\$ 2,165,554.93	\$ -	\$ 2,165,554.93	
<b>B Add Cost of:</b>					
Architect/Prime consultant's fee	7	\$ 163,800.00	\$ -	\$ 163,800.00	
Other consultant's fees (attach list)	8	\$ 47,016.71	\$ -	\$ 47,016.71	
Other Disbursements (e.g. audit, permit fees, etc.)	9	\$ -	\$ -	\$ -	
<b>Subtotal B (Line 7+8+9)</b>	10	\$ 210,816.71	\$ -	\$ 210,816.71	
<b>Final total cost (A+B Line 6+10)</b>	14	\$ 2,376,371.64	\$ -	\$ 2,376,371.64	
<b>C Ministry funds available to facility for this project</b>					
Funds advanced prior to commencement of facility improvement	15	\$ -	\$ -	\$ -	
Interest accrued on advanced funds	16	\$ -	\$ -	\$ -	
Capital Grant Agreement Funding	17	\$ 2,376,371.64	\$ -	\$ 2,376,371.64	
<b>Total Ministry Contribution to Facility Improvement (Line 15+16+17)</b>	18	\$ 2,376,371.64	\$ -	\$ 2,376,371.64	
<b>D Other funding sources</b>					
Community partners	19	\$ -	\$ -	\$ -	
Fundraising	20	\$ -	\$ -	\$ -	
Other (please specify)	21	\$ -	\$ -	\$ -	
<b>Total Other Contributions to Facility Improvement (Line 19+20+21)</b>	22	\$ -	\$ -	\$ -	

Signature of Authorized FHT Signing Official

Print Name

Date (dd/mm/yyyy)

**Schedule "F"**  
**Repayment Schedule**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care, The Temagami Family Health Team** and **The Corporation of the Municipality of Temagami** dated the first day of October, 2008.

**Repayment Schedule as Negotiated between MOHLTC and Recipient**

*[Based on reduction of 5% per year /*

	<b>Termination of Lease or Agreement</b>	<b>Repayment Amount</b>
1.	On or before September 1, 2010	\$2,376,372
2.	On or before September 1, 2011	\$2,257,553
3.	On or before September 1, 2012	\$2,138,735
4.	On or before September 1, 2013	\$2,019,916
5.	On or before September 1, 2014	\$1,901,098
6.	On or before September 1, 2015	\$1,782,279
7.	On or before September 1, 2016	\$1,663,460
8.	On or before September 1, 2017	\$1,544,642
9.	On or before September 1, 2018	\$1,425,823
10.	On or before September 1, 2019	\$1,307,005
11.	On or before September 1, 2020	\$1,188,186
12.	On or before September 1, 2021	\$1,069,367
13.	On or before September 1, 2022	\$950,549
14.	On or before September 1, 2023	\$831,730
15.	On or before September 1, 2024	\$712,912
16.	On or before September 1, 2025	\$594,093
17.	On or before September 1, 2026	\$475,274
18.	On or before September 1, 2027	\$356,456
19.	On or before September 1, 2028	\$237,637
20.	On or before September 1, 2029	\$118,819

**THIS AGREEMENT** made as of the first day of October, 2008

**AMONG:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
**as represented by the Minister of Health and Long-Term Care**

(the "**Ministry**")

- and -

Temagami Family Health Team

(the "**Recipient**")

- and -

the Corporation of the Municipality of Temagami

(the "**Land Owner**")

**WHEREAS** the Ministry wishes to support the development and growth of Family Health Teams in Ontario;

**AND WHEREAS** the Recipient has applied to the Ministry for Family Health Team capital funding in order to facilitate the establishment of its Family Health Team and to complete the Project detailed in Schedule "A" herein;

**AND WHEREAS** the Ministry has agreed to provide such funding in accordance with the terms and conditions of this Agreement and its schedules;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

**1 .0 Definitions**

1.1 In this Agreement, the following words shall have the following meanings:

- (a) **"Agreement"** means this Agreement entered into between the Ministry, the Recipient and the Land Owner, and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"Budget"** means the approved list of items set out in Schedule "B";

- (c) **"Building"** means the premises being constructed on the property located at: 17 O'Connor Drive, Temagami Ontario, owned by the Land Owner, in which the Recipient or any one of them, leases office space and operates a medical practice;
- (d) **"Completion Date"** means the date for completion of the Project as provided in Schedule "A" or such other date as may be agreed to by the parties in writing;
- (e) **"Expenditure Reporting Form"** means the reporting form provided in Schedule "D";
- (f) **"Fiscal Year"** means from April 1<sup>st</sup> in the year the Capital Grant Funds were provided or in a subsequent year, as the case may be, until the following March 31<sup>st</sup>;
- (g) **"Generally Accepted Accounting Principles"** means Canadian generally accepted accounting principles as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles;
- (h) **"Capital Grant Fund(s)(ing)"** means the grant funds provided to the Recipient by the Ministry pursuant to this Agreement;
- (i) **"Lien"** means a mortgage, charge, pledge, lien (statutory or otherwise), security interest or other encumbrance or adverse claim of any nature or kind whatsoever;
- (j) **"Project"** means the Project described in Schedule "A";
- (k) **"Project Description"** means the description of the Project set out in Schedule "A";
- (l) **"Repayment Schedule"** means the repayment schedule provided in Schedule "E";
- (m) **"Site"** means the land and parking area intended for the Building that the Land Owner has committed to transfer to the Recipient at no charge;
- (n) **"Subcontractor(s)"** means any party, other than an employee or agent of the Recipient, who the Recipient or the Land Owner engages or has engaged to perform a specific part or parts of the Project and whose work would be reimbursed through the Budget.

## **2 .0 Term of the Agreement**

- 2.1 The Agreement shall commence on the date set out on the first page of this Agreement and shall expire on the Completion Date, unless terminated earlier pursuant to either section 17.1 or 18.1 of this Agreement.

## **3 .0 Project**

- 3.1 The Recipient shall complete the Project in accordance with the Project Description set out in Schedule "A".
- 3.2 The Recipient shall not make any changes to the Project without the prior written consent of the Ministry. The Ministry shall respond in writing to a Recipient's written request for a change to the Project within seven (7) business days of the Ministry's receipt of such request.

## **4 .0 Capital Grant Funding**

- 4.1 Subject to section 32.1 and to the terms and conditions of this Agreement, the Ministry shall provide up to \$2,376,371.64 to the Recipient for the purpose of completing the Project. The Ministry shall disburse the Capital Grant Funds as set out in Schedule "B" herein.
- 4.2 Despite sections 4.1. and 4.2, the Ministry, in its sole discretion:
- (a) may choose not to provide any Capital Grant Funds to the Recipient until the Recipient provides proof of insurance as described in Article 13.0;
  - (b) may suspend payment of Capital Grant Funds pertaining to any item in Schedule "B" based upon the Ministry's assessment of the financial reports and any other report submitted pursuant to the terms of this Agreement where such reports indicate that the Capital Grant Funding was not spent or applied in accordance with the terms of this Agreement and its Schedules. Capital Grant Funding for a suspended item will resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient has corrected the event that gave rise to the suspension; and
  - (c) may set off any amount owing to the Ministry by the Recipient, against any payment(s) owed to the Recipient under this Agreement.
- 4.3 Unless otherwise agreed to by the Ministry in writing, the Recipient shall complete the Project by the Completion Date and shall submit all Reports required pursuant to the terms of this Agreement. In the event that the Recipient fails to submit any such Report to the Ministry, the Ministry may withhold payment of Capital Grant Funds. Capital Grant Funding for a suspended item will resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient has corrected the event that gave rise to the suspension

4.4 The Recipient shall:

- (a) place the Capital Grant Funds in an interest-bearing account and account to the Ministry on any interest earned on the Capital Grant Funds and shall use the interest only for purposes authorized in writing by the Ministry or shall return the interest to the Ministry immediately at the Ministry's request;
- (b) inform the Ministry of any potential under-spending of the Capital Grant Funds through the Final Capital Cost report set out in Schedule "D"; and
- (c) agree that any part of the Capital Grant Funds or any interest earned on the Capital Grant Funds that has not been used or accounted for by the Recipient at the time the Agreement is completed, expires or is terminated, shall belong to the Ministry and shall be used only for the purposes authorized in writing by the Ministry or shall be returned to the Ministry immediately at the Ministry's request.

4.5 If the Recipient is in fundamental breach of this Agreement, the Ministry may request the repayment of any amounts owing to the Ministry, including any damages that are caused as a result of the breach and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

4.6 If amounts are owed to the Ministry, in accordance with section 4.5, the Ministry may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

4.7 The payment of any amounts owed to the Ministry pursuant to section 4.5 shall be paid by the Recipient by cheque to the "Ministry of Finance" and mailed to the Ministry to the attention of the Ministry representative as provided for in section 22.1.

## **5 .0 Budget**

5.1 The Recipient shall only use the Capital Grant Funds for the purpose of completing the Project and shall expend those funds only in accordance with the Budget attached hereto as Schedule "B".

5.2 The Recipient shall not make any changes to the Budget without the prior written consent of the Ministry.

5.3 If the Recipient does not spend all of the Capital Grant Funds allocated by the Budget to the Project for a Fiscal Year or if the Capital Grant Funds are spent for purposes that are not agreed to by the Ministry in writing, the Recipient shall repay the Capital Grant Funds to the Ministry in accordance with section 4.5.

## **6 .0 Recipient and Land Owner Representations and Warranties**

6.1 Each of the Recipient and the Land Owner represents, warrants and covenants that:

- (a) he/it has full power and authority to enter into this Agreement and to observe, perform, and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken in order to authorize this Agreement;
- (b) he/it shall comply, and will use his/its best efforts to ensure that his/its Subcontractors comply, with all federal, provincial and municipal laws and regulations, and any orders, rules and by-laws related to any aspect of the Project and the performance of this Agreement including, but not limited to, accessibility for persons with disabilities laws, to the extent these laws are applicable to the Project; and
- (c) he/it holds or agrees to acquire all permits, licences, consents, intellectual property rights, and authorities necessary to perform his/its obligations under this Agreement.

6.2 The Recipient represents and warrants that it has in place, the governance and administrative structures and processes which will reasonably ensure that public funds are managed prudently and effectively.

6.3 The Land Owner represents and warrants that:

- (a) if it is a corporation, it has been incorporated and is validly subsisting under the laws of the jurisdiction of its incorporation
- (b) if it is a corporation, it has the necessary corporate power and authority to own its property and assets and to carry on its business, and is qualified to do business in the Province of Ontario;
- (c) no act or proceeding has been taken by or against the Land Owner in connection with the dissolution, liquidation, winding-up, bankruptcy or reorganization of the Land Owner; and
- (d) on the date of this Agreement, the Land Owner has good and marketable title to the Land, free and clear of any and all Liens other than those which have been disclosed in Schedule "A";
- (e) The Land Owner shall transfer title of the site to the Recipient on or before the Completion Date to the Recipient at no cost.

## **7 .0 Reporting Requirements**

7.1 The Recipient shall submit to the Ministry:

- (a) a Final Capital Cost report as set out in Schedule "D"; and
- (b) a final report within one (1) month of completing the Project which includes:
  - (i) the final statement accounting for Project revenue and expenditures, including



any in-kind goods and services;

- (ii) a Final Statement of Disbursements as set out in Schedule "E", independently audited by an accounting professional licensed under the Ontario *Public Accountancy Act*.
- (iii) any other reasonable request by the Ministry for details directly relating to the Capital Grant funds.

7.2 If requested in writing by the Ministry at any time during the Term of this Agreement, the Recipient shall submit a detailed report on the status of the Project which addresses all items set out in the request. Any such report shall be submitted by the due date specified in the request.

7.3 The Recipient shall ensure that all reports are in a form satisfactory to the Ministry and are signed by the Recipient.

## **8 .0 Accounting and Inspection**

8.1 The Recipient:

- (a) shall keep and maintain all records, invoices and other documents relating to the Capital Grant Funds or otherwise to the Project in a manner consistent with Generally Accepted Accounting Principles or clerical practices, as the case may be, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination or expiry of this Agreement;
- (b) shall maintain all records and documents relating to the Capital Grant Funding or otherwise to the Project in a confidential manner consistent with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F-31 (as amended from time to time) and all applicable law; and
- (c) shall use reasonable efforts to ensure that his or the Land Owner's Subcontractors keep and maintain records in manner consistent with subsections (a) and (b).

8.2 The Recipient and the Land Owner authorize the Ministry and its authorized agents, upon twenty-four (24) hours' notice and during normal business hours, to:

- (a) visit the Site and the Recipient's office within the Building, and to review the progress and manner of operation of the Project;
- (b) inspect and copy any records, invoices and documents in the possession or under the control of the Recipient or the Land Owner which relate to the Capital Grant Funding or otherwise to the Project, excluding confidential patient and health practitioner files;

- (c) inspect and copy non-financial records in the possession or under the control of the Recipient or the Land Owner which relate to the Capital Grant Funds or otherwise to the Project, except that where such records relate to a third party served by the Project, the Ministry shall obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit of the Recipient or the Land Owner in respect of the Project at the Ministry's own expense.

8.3 The Recipient and the Land Owner shall co-operate with the Ministry in respect of the exercise of the Ministry's rights set out in section 8.2, and the Recipient and the Land Owner shall provide any information in respect of the Capital Grant Funds or the Project that is reasonable for the Ministry to request.

## **9 .0 Tendering for Goods and Services**

9.1 The Recipient shall acquire all supplies, equipment and services purchased with the Capital Grant Funds through a competitive process that reasonably ensures the best value for funds expended.

## **10 .0 Conflict of Interest**

- 10.1 The Recipient shall ensure that the Project is carried out in all its aspects without a conflict of interest by any person associated with the Project in whatever capacity.
- 10.2 For these purposes, a conflict of interest is a situation where a qualified person associated with the Project or any qualified member of his or her family is able to benefit financially from his or her involvement in the Project in a manner which is inconsistent with that of a qualified arms-length individual performing identical services. Nothing in this section shall prevent the Recipient if he so chooses from reimbursing his volunteers for their reasonable out-of-pocket expenses incurred in connection with the Project.
- 10.3 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

## **11 .0 Limitation of Liability**

11.1 Subject to s. 16.2, the Ministry and the Ministry's officers, employees, independent contractors, subcontractors, agents, and assigns shall not be liable to the Recipient, and/or the Land Owner, for any losses, expenses, costs, claims, damages, and liabilities occasioned by or attributable to anything done or omitted to be done by the Recipient and/or the Land Owner in connection with this Agreement or with the performance by the Recipient and/or the Land Owner of their obligations under this Agreement, or the exercise by the Ministry of any rights or remedies given to the Ministry under this Agreement, unless the losses, expenses, costs, claims, damages or liabilities are caused by the Ministry's negligence.

## 12 .0 Indemnity

- 12.1 The Recipient and the Land Owner agree, jointly and severally, to indemnify the Ministry, its officers, employees and agents from and against all damages, injuries, costs, expenses, lost profits, or any other losses (referred to collectively in this section as "**Losses**"), that arise out of or are in any way related to a claim or proceeding related to the Project that is brought by any person, unless they were caused by the negligence or wilful act of the Ministry, or breach of this Agreement by the Ministry, and to extent that comprehensive general liability insurance and all risk property insurance is available.

## 13 .0 Insurance

- 13.1 The Land Owner shall put in effect and maintain for the duration of this Agreement, at its own cost and expense, with insurers acceptable to the Risk Management and Insurance Services Unit (RMIS) of Shared Services Bureau, all the necessary and appropriate insurance that a prudent person in the business of the Recipient undertaking a project similar to this Project would maintain, including, but not limited to, the following:

Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence, \$2,000,000 products and completed operations aggregate. The policy is to include the following endorsements:

- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care and the Recipient as additional insureds;
  - (b) Contractual Liability Coverage;
  - (c) Cross-liability Clause;
  - (d) Products and Completed Operations Liability;
  - (e) A valid WSIB Clearance Certificate or Employers Liability and Voluntary Compensation, whichever applies;
  - (f) Tenants Legal Liability;
  - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
  - (h) A thirty (30) day written notice of cancellation, termination or material change.
- 13.2 Before the Recipient begins the Project, the Land Owner shall provide the Ministry, if so requested by the Ministry, a valid Certificate of Insurance (and any replacements thereof) that references Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care and the Recipient, and confirms the above requirements. The Land Owner shall provide the Ministry with a copy of the policy and any renewal replacement certificates as may be necessary.

#### **14 .0 Credit and Publicity**

- 14.1 Subject to Regulation 114/94 of the Medicine Act, the Recipient shall use reasonable efforts to acknowledge the support of the Ministry in all reports and materials and in all advertising and publicity relating to the Project. The Recipient shall also use reasonable efforts to ensure that the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 14.2 The Recipient shall notify the Ministry 30 days before it publishes any material produced pursuant to the Agreement and shall provide a copy of the material it proposes to publish to the Ministry at that time.
- 14.3 Subject to applicable privacy legislation, the Ministry may disclose in any manner to any person or entity the names of the Recipient and the Land Owner and any other information of any kind pertaining to the Project.

#### **15 .0 Sale of Building, Termination of Transfer Agreement or Termination of this Agreement**

- 15.1 The Recipient shall only use the Capital Grant Funds for the purpose(s) set out in this Agreement.
- 15.2 Unless otherwise agreed to in writing by the Ministry, if the Land Owner or Recipient sell, convey, encumber or otherwise dispose of any interest in the Site at any time prior to the Completion Date, except as otherwise provided herein, or if the Land Owner fails to transfer title of the Site to the Recipient on or before the Completion Date, the Recipient and the Land Owner each agree to pay the Ministry fifty percent (50%) of the applicable amount as set out in Schedule "F".
- 15.3 In the event that the Land Owner's Transfer of Title Agreement with the Recipient for the Site is terminated by the Land Owner or in the event that the Land Owner terminates this Agreement, the Land Owner agrees to pay the Ministry the applicable amount as set out in Schedule "F" unless otherwise agreed to by the Ministry in writing.

#### **16 .0 Termination by Ministry**

- 16.1 Subject to section 16.2, the Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient and the Land Owner.
- 16.2 Where notice to terminate is given by the Ministry pursuant to s. 16.1, the Ministry shall assess the state of the Project and allow the Recipient to wind down the Project by the end of the notice period and, notwithstanding s. 12.1, the Ministry shall compensate the Recipient and/or Land Owner for any amount(s) required by the Recipient and/or Land Owner to terminate contractual obligations which have been entered into pursuant to this Agreement.

## **17 .0 Termination for Cause**

17.1 Subject to section 17.2, a party may, without liability, cost or penalty, and without prejudice to any other rights or remedies of any party under this Agreement or at law, terminate this Agreement immediately upon giving notice to the other parties, as follows:

- (a) in the case of any breach that is capable of being cured, any non-defaulting party may provide notice to the other party, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (30) days, then the Agreement may be terminated at any time by immediate written notice provided by the non-defaulting party; and
- (b) in the case of any breach that is not capable of being cured, any non-defaulting party may terminate this Agreement by immediate notice provided to the other parties.

17.2 For purposes of section 17.1, but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by the Recipient and/or Land Owner, which the Ministry shall be entitled at its option to treat as incapable of being cured:

- (a) the Recipient and/or Land Owner has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
- (b) the Recipient is unable to substantially complete the Project or is likely to discontinue it;
- (c) the Recipient or the Land Owner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient enters into another agreement with the Ministry for the same or similar purposes as those covered in this Agreement; or
- (e) the Recipient or the Land Owner ceases to operate.

17.3 If the Ministry has provided the defaulting party with an opportunity to remedy the breach, and

- (a) the defaulting party does not remedy the breach within the time period specified in the notice; or
- (b) it becomes apparent to the Ministry that the defaulting party cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the defaulting party is not proceeding to remedy the breach in a way that is satisfactory to the Ministry,

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipient and the Land Owner.

- 17.4 In the event of termination pursuant to this section, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## **18 .0 Capital Grant Funding Upon Termination**

- 18.1 If this Agreement is terminated by the Ministry pursuant to section 17.1, the Ministry shall:

- (a) cancel all further Capital Grant Funding instalments; and
- (b) demand the repayment of any Capital Grant Funds remaining in the possession or under the control of the Recipient that are not required by the Recipient to pay the costs of winding down the Project as determined by the Ministry pursuant to section 16.2.

## **19 .0 Bankruptcy and Creditor Arrangements**

- 19.1 Notwithstanding any other provision in this Agreement, the Ministry may, without liability, cost, or penalty, terminate this Agreement immediately upon giving notice to the Recipient and the Land Owner if either the Recipient or the Land Owner is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1992, c. 27, s. 2, and the regulations made thereunder; a receiver or trustee of the property and affairs of the Recipient or the Land Owner is appointed; the Recipient or the Land Owner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or attempts to execute a bulk sale of his or its property, except with the prior consent of the Minister, which consent shall not be unreasonably withheld.

For the purposes of this section, all funding provided to the Recipient by the Ministry shall be deemed to be held in trust by the Recipient for the Ministry until such time as the funds are spent in accordance with the Recipient's proposal and the terms of this Agreement and all such unspent funds shall be returned to the Ministry in full in the event of termination pursuant to this section.

## **20 .0 Counterparts**

- 20.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **21.0 Notices**

- 21.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other parties at the address provided below or at such other address as the parties shall later designate to the others in writing. All notices shall be addressed as follows:

**To the Ministry:**

**Mr. Andy Wilson  
Manager(A)  
Family Health Teams, Primary Health  
Care  
Ministry of Health and Long-Term Care  
Primary Health Care and  
Family Health Teams  
1075 Bay Street, 9th Floor  
Toronto ON M5S 2B1  
Fax: (416) 326-4684  
Telephone: (416) 325-3575**

**To the Recipient:**

**[Dr. Stephen Peter Goddard,  
Lead Physician  
Temagami Family Health Team  
9 Stevens Road, P.O. Box 98  
Temagami ON POH 2H0  
Fax: 705-569-2610  
Telephone: 705-569-3244**

**To the Land Owner:**

**[Mayor Ike Laba,  
on behalf of  
The Corporation of the Municipality of  
Temagami  
P.O. Box 220  
Temagami ON POH 2H0  
Telephone: 705-569-3421  
Fax: 705-569-2834**

- 21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

## **22.0 Severability of Provisions**

- 22.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

## **23 .0 Waiver**

- 23.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Recipient, the Land Owner or the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **24 .0 Independent Parties**

- 24.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other parties. No representations shall be made or acts taken by any party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and the parties shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of the other parties.

## **25 .0 Assignment of Capital Grant**

- 25.1 Neither the Recipient nor the Land Owner shall assign this Agreement or the Capital Grant Funds or any part thereof without the prior written consent of the Ministry.

## **26 .0 Governing Law**

- 26.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## **27 .0 Further Assurances**

- 27.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

## **28 .0 Circumstances Beyond the Control of the Parties**

- 28.1 The parties shall not be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

## **29 .0 Survival**

- 29.1 The provisions in sections, 8.1, 8.2, and 8.3, 11.1, 12.1, 14.0 (Credit and Publicity), 16.2 and 18.1(b) shall survive the termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement. The provisions in sections 15.2 and 15.3 shall survive until June 1, 2029.



### **30 .0 Schedules and Appendices**

30.1 The following are the schedules and appendices attached to and forming part of this Agreement:

- (a) Schedule "A" (Project Description);
- (b) Schedule "B" Final Estimate of Cost (FEC);
- (c) Schedule "C" Payment Schedule;
- (d) Schedule "D" Final Capital Cost (FCC);
- (e) Schedule "E" Final Statement of Disbursements (FSD); and
- (f) Schedule "F" (Repayment Schedule).

### **31 .0 Financial Administration Act**

31.1 Pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12, as amended, the Ministry's payment obligations set out in this Agreement are subject to:

- (a) the Ministry securing the requisite appropriation for payment during the Province's Fiscal Year in which payment is due; or
- (b) the Ministry securing the requisite appropriation for a multi-year payment during a previous Fiscal Year which covers the year in which payment is due.

### **32 .0 Entire Agreement**

32.1 This Agreement together with the attached schedules listed in section 30.1 of this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

32.2 This Agreement may only be modified by a written agreement duly executed by the parties.

**IN WITNESS WHEREOF** the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO as represented by the  
Minister of Health and Long-Term Care**


Per:

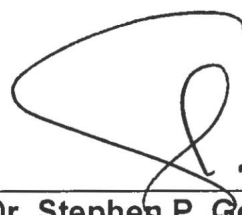
\_\_\_\_\_  
Date

**Temagami Family Health Team**

per:

18.3.09.  
\_\_\_\_\_  
Date

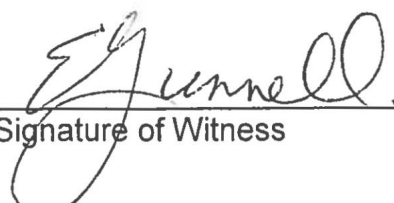
  
\_\_\_\_\_  
Signature of Witness

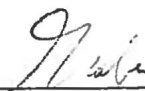
  
\_\_\_\_\_  
Name: [Dr. Stephen P. Goddard]  
Title: Lead Physician  
"I have authority to bind the Corporation"

**The Corporation of the Municipality of Temagami**

Per:

27.02.09  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
**Mr. Ike Laba**  
Mayor  
Corporation of the Municipality of Temagami  
"I have authority to bind the Corporation"

**IN WITNESS WHEREOF** the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO as represented by the  
Minister of Health and Long-Term Care**

Per:

\_\_\_\_\_  
Date

**Temagami Family Health Team**

per:

\_\_\_\_\_  
) Date

\_\_\_\_\_  
Name: **[Dr. Stephen P. Goddard]**

Title: Lead Physician

"I have authority to bind the Corporation"

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

**The Corporation of the Municipality of Temagami**

Per:

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Mr. Ike Laba**

Mayor

Corporation of the Municipality of Temagami

"I have authority to bind the Corporation"

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

**Schedule "A"**  
**Project Description**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care, The Temagami Family Health Team and The Corporation of the Municipality of Temagami** dated the first day of October, 2008

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Family Health Team, on the property located at 17 O'Connor Drive, Temagami, Ontario, as negotiated between the Ministry, The Temagami Family Health Team and the Corporation of the Municipality of Temagami. The medical clinic facility was designed by Evans, Bertrand, Hill and Wheeler Achitecture Inc. of North Bay (Architectural Project No. 0791) and is to be constructed by CGV Builders of Cochrane, Ontario (The lowest tendered bid). This 7400 square foot building will accommodate 1 full-time physician as well as 3.8 IHPs and administrative staff: 1 Nurse Practitioner, 1 Registered Nurse, 1 Clerical support and .8 FHT Coordinator. The project proponents have undertaken to complete the project on or before September 1 noon

**Schedule "B"**  
**Final Estimate of Cost**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

THIS SCHEDULE CAPTURES THE NET MINISTRY CONTRIBUTION TO THE FACILITY IMPROVEMENT. THE GROSS COST, INCLUSIVE OF CONTRIBUTIONS FROM OTHER SOURCES IS TO BE REPORTED WHERE REQUESTED.

**i^Ontario**  
Ministry of Health and Long-Term Care

Facility name: Temagami Family Health Team		City/Town/Township: Temagami, Ontario
Description of project: Construction of new building at 17 O'Connor Dr., Temagami, Ontario		
Tender expiry date:	Estd no of months of construction Approximately 9 months, to Sept 1, 2009	

A Approved Cost		Amount
General contract price (attach list) (i.e. breakdown of actual cost from winning bid)	i	\$ 1,950,000.00
Other contracts - CGV Builders Change order	*7	\$ 107,514.09
Add GST	4	\$ 108,040.84
Less GST rebate	5	
Subtotal A - Cost of contract	6	\$ 2,165,554.93
B Add Cost of:		
Architect/Prime consultant's fee	7	\$ 163,800.00
Other consultant's fees (attach list)	8	\$ 47,016.71
Other Disbursements (e.g. audit, permit fees, etc.)	9	
Subtotal B (Line 7+8+9)	10	\$ 210,816.71
Final estimate of total cost (A+B Line 6+10)	14	\$ 2,376,371.64
C Ministry funds available to facility for this project		
Funds advanced prior to commencement of facility improvement	15	
Interest accrued on advanced funds	16	
Capital Grant Agreement Funding	17	\$ 2,376,371.64
Total Ministry Contribution to Facility Improvement (Line 15+16+17)	18	\$ 2,376,371.64
D Other funding sources		
Community partners	19	
Fundraising	20	
Other (please specify)	21	
Total Other Contributions to Facility Improvement (Line 19+20+21)	22	\$ -

Signature of Authorized FHT Signing Officer

Print Name

Date (dd mmyyyy)

**Schedule "C"**  
**Payment Schedule**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

The Ministry has granted to the "Recipient" the amount of \$2,376,371.64 for the interim implementation of the Plan. The full funding for the interim implementation of **\$2,376,371.64** would be deposited in:

Bank: **Scotia Bank**

Address: **35 Armstrong Street, New Liskeard ON**  
**POJ IPO**

Account Name: **Temagami Medical Centre FHT**

Account Number: **53414**

Transit Number: **50682**

Institution Number: **002**

The payment amount for the Plan will be allocated as follows:

<b>Date</b>	<b>Payment*</b>
January-09	\$ 800,000.00
** February-09	\$ 1,338,734.48
*** May-09	\$ 237,637.16
<i>Sub-total</i>	\$ <b>2,376,371.64</b>
<i>Unused Funds Offset</i>	
<b><u>TOTAL</u></b>	\$ <b>2,376,371.64</b>

\* The ministry may adjust the payments listed in this column

\*\* Pending submission and review of completion certificate and Schedule "D"

\*\*\* Pending completion of project and submission of audited Schedule "E"

immediately upon the receipt of the funds, and must report back to the Ministry of the deposit date. This is the date the Ministry acknowledges as the date the funding begins to bear interest.

The funding will cover expenditures incurred between **[October 1, 2008]** to **[September 1, 2009]** or upon completion of the Facility Improvement, or the termination of this agreement, whichever occurs first.

**Schedule "D"**  
**Final Capital Cost**  
**Temagami Family Health Team**

**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

THIS SCHEDULE CAPTURES THE NET MINISTRY CONTRIBUTION TO THE FACILITY IMPROVEMENT. THE GROSS COST, INCLUSIVE OF CONTRIBUTIONS FROM OTHER SOURCES IS TO BE REPORTED WHERE REQUESTED.



Ontario

Ministry of Health and Long-Term Care

Facility name Temagami Family Health Team		City/Town/Township Temagami Ontario
Description of project Construction of new building at 17 O'Connor Dr, Temagami, Ontario		
Tender expiry date	Est'd no. of months of construction Approximately 9 months, to Sept 1, 2009	

Kw Approved Cost		l	Amount
General contract price (attach list) (i.e. breakdown of actual cost from winning bid)	i		
Other contracts (attach list)	2		
Add GST	4		
Less GST rebate	5		
Subtotal A - Cost of contract	6	\$	-
Ltf Add Cost of:			
Architect/Prime consultant's fee	7		
Other consultant's fees (attach list)	8		
Other Disbursements (e.g. audit, permit fees, etc.)	9		
Subtotal B (Line 7+8+9)	10	\$	-
Final total cost (A+B: Line 6+10)	14	\$	-
C (Ministry funds available to facility for this project)			
Funds advanced prior to commencement of facility improvement	15		
Interest accrued on advanced funds	16		
Capital Grant Agreement Funding	17		
Total Ministry Contribution to Facility Improvement (Line 15+16+17)	18	\$	-
D Other funding sources			
Community partners	19		
Fundraising	20		
Other (please specify)	21		
Total Other Contributions to Facility Improvement (Line 19+20+21)	22	\$	-

Signature of Authorized FHT Signing Officer	Print Name	Date (dd/mm/yyyy)
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**Schedule "E"**  
**Final Statement of Disbursements**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

THIS SCHEDULE CAPTURES THE NET MINISTRY CONTRIBUTION TO THE FACILITY IMPROVEMENT. THE GROSS COST, INCLUSIVE OF CONTRIBUTIONS FROM OTHER SOURCES IS TO BE REPORTED WHERE REQUESTED.

Facility Name: Temagami Family Health Team	City/Township: Temagami, Ontario
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Ontario

Ministry of Health and Long-Term Care

A	Approved Cost	Budget (FEC)	Actual Expenditure	Variance	Explanation/Comment
	General contract price (attach list) (i.e. breakdown of actual cost from winning bid)	1 \$ 1,950,000.00	\$ -	\$ 1,950,000.00	
	Other contracts (attach list)	2 \$ 107,514.09	\$ -	\$ 107,514.09	
	Add GST	4 \$ 108,040.84	\$ -	\$ 108,040.84	
	Less GST rebate	5 \$ -	\$ -	\$ -	
	<b>Subtotal A - Cost of contract</b>	6 \$ 2,165,554.93	\$ -	\$ 2,165,554.93	
<b>F11</b>	<b>Add Cost of:</b>				
	Architect/Prime consultant's fee	7 \$ 163,800.00	\$ -	\$ 163,800.00	
	Other consultant's fees (attach list)	8 \$ 47,016.71	\$ -	\$ 47,016.71	
	Other Disbursements (e.g. audit, permit fees etc.)	9 \$ -	\$ -	\$ -	
	<b>Subtotal B (Line 7+8+9)</b>	10 \$ 210,816.71	\$ -	\$ 210,816.71	
	<b>Final total cost (A+B Line 6+10)</b>	14 \$ 2,376,371.64	\$ -	\$ 2,376,371.64	
<b>»</b>	<b>Ministry funds available to facility for this project</b>				
	Funds advanced prior to commencement of facility improvement	15 \$ -	\$ -	\$ -	
	Interest accrued on advanced funds	16 \$ -	\$ -	\$ -	
	Capital Grant Agreement Funding	17 \$ 2,376,371.64	\$ -	\$ 2,376,371.64	
	<b>Total Ministry Contribution to Facility Improvement (Line 15+16+17)</b>	18 \$ 2,376,371.64	\$ -	\$ 2,376,371.64	
<b>EV</b>	<b>Other funding sources</b>				
	Community partners	19 \$ -	\$ -	\$ -	
	Fundraising	20 \$ -	\$ -	\$ -	
	Other (please specify)	21 \$ -	\$ -	\$ -	
	<b>Total Other Contributions to Facility Improvement (Line 19+20+21)</b>	22 \$ -	\$ -	\$ -	

Signature of Authorized FHT Signing Officer

Print Name

Date (dd/mm/yy)



**Schedule "F"**  
**Repayment Schedule**  
**Temagami Family Health Team**  
**For the Capital Grant Agreement Commenced On:**  
**October 1, 2008 and to be completed on or before September 1, 2009**

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care, The Temagami Family Health Team and The Corporation of the Municipality of Temagami** dated the first day of October, 2008.

**Repayment Schedule as Negotiated between MOHLTC and Recipient**

*[Based on reduction of 5% per year /*

	<b>Termination of Lease or Agreement</b>	<b>Repayment Amount</b>
1.	On or before September 1, 2010	\$2,376,372
2.	On or before September 1, 2011	\$2,257,553
3.	On or before September 1, 2012	\$2,138,735
4.	On or before September 1, 2013	\$2,019,916
5.	On or before September 1, 2014	\$1,901,098
6.	On or before September 1, 2015	\$1,782,279
7.	On or before September 1, 2016	\$1,663,460
8.	On or before September 1, 2017	\$1,544,642
9.	On or before September 1, 2018	\$1,425,823
10.	On or before September 1, 2019	\$1,307,005
11.	On or before September 1, 2020	\$1,188,186
12.	On or before September 1, 2021	\$1,069,367
13.	On or before September 1, 2022	\$950,549
14.	On or before September 1, 2023	\$831,730
15.	On or before September 1, 2024	\$712,912
16.	On or before September 1, 2025	\$594,093
17.	On or before September 1, 2026	\$475,274
18.	On or before September 1, 2027	\$356,456
19.	On or before September 1, 2028	\$237,637
20.	On or before September 1, 2029	\$118,819

**Ministry of Health  
and Long-Term Care**

Primary Health Care  
Health System Accountability  
and Performance Division

80 Queen Street, 3<sup>rd</sup> Floor  
Kingston ON K7K6W7  
Tel: 613 536-3200  
Toll free: 1 866 766-0266  
Fax: 613 536-3222

**Ministère de la Santé  
et des Soins de longue durée**

Soins primaires  
Division de la responsabilisation  
et de la performance du système  
de santé

80, rue Queen, 3<sup>e</sup> étage  
Kingston ON K7K 6W7  
Tél.: 613 536-3200  
Sans frais: 1 866 766-0266  
T616c.: 613 536-3222



JAN 22 2009

Ms. Barbara Klassen  
Coordinator  
Temagami Medical Centre and Family Health Team  
9 Stevens Road, P.O. Box 98  
Temagami ON P0H 2H0

Dear Ms. Klassen:

**Re: The Temagami Family Health Team Capital Agreement**

Please find enclosed 3 copies of the Family Health Team Capital Agreement. This document outlines the terms and conditions for the funding of and the related financial reporting requirements for leasehold improvements/renovations.

**Schedule "A"** summarizes the Description of the Project to be completed. Any changes to the Project require written consent from the ministry.

Please note that the Capital funding of **Schedule "B"** pertains to the funding of construction and or leasehold improvements/renovations in the amount of \$2,376,371.64, as negotiated between the Ministry, The Temagami Family Health Team and the Corporation of the Municipality of Temagami. Any request for these funds must be done through your Senior Program Consultant.

Please ensure that the signatories sign and complete the 3 copies of the Agreement, acknowledging the acceptance of these terms and conditions and return them to:

Primary Health Care  
Ministry of Health and Long-Term Care  
1075 Bay Street, 9<sup>th</sup> Floor  
Toronto ON M5S 2B1  
Attn: Ms. Sheeraz Irani

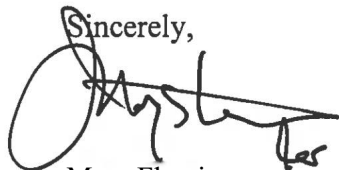
.../2

Ms. Barbara Klassen (OCMS #: HLTC2980IT-2008-3289)

Upon receipt of the above, an executed copy of this Agreement will be returned to you and to the Municipality of Temagami for your respective records.

If you have any questions please contact Claude Roy, Senior Program Consultant (A), at (705) 564-7236 or by e-mail at [clauderoy@ontario.ca](mailto:clauderoy@ontario.ca).

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary Fleming', with a large circular flourish on the left side.

Mary Fleming  
Director  
Primary Health Care

Enclosures: Temagami Capital Funding Agreement X 3

- c. Andy Wilson, Manager (A) Family Health Teams
- Jeff Kwok, Program Manager (A), Family Health Teams
- Claude Roy, Senior Program Consultant (A), Family Health Teams - Sudbury