

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 13-1129

Being a by-law to authorize an amendment to the Rural and Northern Physician Group Agreement with the Ministry of Health and Long-Term Care, Dr. Stephen Goddard Medicine Professional Corporation, and the Ontario Medical Association.

WHEREAS on the 14th day of March 2013 the Council of the Municipality of Temagami authorized by By-law 13-1115 the execution of a Rural and Northern Physician Group Agreement with the Ministry of Health and Long-Term Care, Dr. Stephen Goddard Medicine Professional Corporation, and the Ontario Medical Association;

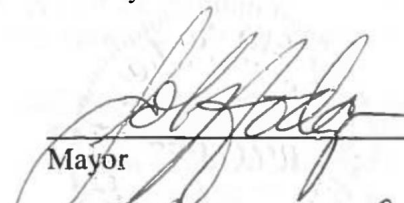
AND WHEREAS Council deems it desirable to amend Schedule "I" - *Community Sponsored Additional Items* - and to add Appendix 12 thereto, to authorize the delegation to Dr. Goddard of the responsibility for administering the Overhead Budget associated with this agreement;

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

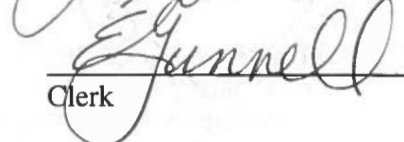
1. That the Mayor and Clerk are hereby authorized and directed to execute the amendment to Schedule I and Appendix 12 to the RNPGA Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST time; this 6th day of June 2013.

READ A SECOND AND THIRD time and finally passed this 6th day of June 2013 .



Mayor



Clerk

SCHEDULE "I"
COMMUNITY SPONSORED ADDITIONAL TERMS

Special Provisions Applicable to Community Sponsored Arrangements
SECTION A:

The Agreement is amended as follows:

* (no amendment)

SECTION B:

1. **Provision for Infrastructure Property and Overhead**
The Community Sponsor shall provide the RNPGA Physician with the services, medical, office and other equipment, and accommodation, as infrastructure property and overhead, listed in Appendix 11, attached hereto.
2. **Maintenance and Repair of Infrastructure Property**
The party who is to administer the RNPGA Physician's infrastructure and overhead shall ensure that so long as the infrastructure property is in that party's possession or control, such property is maintained and, where necessary, repaired so that the property remains in proper working order.
3. **Return of Infrastructure Property**
The RNPGA Physician shall return to the Community Sponsor all infrastructure property transferred by the Community Sponsor to the Physician under this Agreement as soon as is reasonably practicable in the circumstances on the expiry or termination of this Agreement or on the termination of the RNPGA Physician's obligations under this Agreement
 - 3.1 The RNPGA Physician and Community Sponsor shall transfer possession and, if applicable, title, to any or all infrastructure property transferred by the Minister to the RNPGA Physician or Community Sponsor under this Agreement back to the Minister, or to any other person or body that the Minister designates, at such time and in such manner as the Minister directs on the expiry or termination of this Agreement, or on the termination of the obligations under this Agreement of the RNPGA Physician or Community Sponsor, as the case may be, or, subject to any provision to the contrary In this Agreement, on the termination of the Program.
 - 3.2 Infrastructure property returned under this paragraph by the RNPGA Physician or Community Sponsor shall be returned in the same condition as it was in at the time of its transfer, reasonable wear and tear excepted.
4. **Cost? of and Payment for Infrastructure and Overhead**
The party who is to administer the RNPGA Physician's infrastructure and overhead, as selected under section 5.1, 5.2, shall incur only reasonable costs for such infrastructure and overhead.
 - 4.1 The Community Sponsor shall pay the reasonable and actual costs of the RNPGA Physician's infrastructure and overhead. However, the Community Sponsor and the Minister may agree that all reasonable and actual infrastructure and overhead costs not paid by the Community Sponsor shall be paid by the Minister.

- 4.2 There shall be no entrepreneurial or profit element to the costs incurred or paid for in respect of the RNPGE Physician's infrastructure and overhead. The incurring of all infrastructure and overhead costs by the RNPGE Physician or the Community Sponsor shall be subject to audit by the Minister in accordance with the provisions of this Agreement

5. Administration of Infrastructure and Overhead

Select one of 5.1 or 5.2 by crossing out the section not chosen and initialling that section:

- 5.1 The RNPGE Physician agrees to administer the Infrastructure and overhead. Amounts payable for this purpose (including in-kind contributions) shall be paid or provided to the RNPGE Physician by the Community Sponsor or the Minister, or both, having regard to section 5.5.

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- 5.2 ~~The RNPGE Physician and the Community Sponsor agree that the Community-SponseeshaH-admintetef the-infrastFuctufe- and overhead: Any amounts payable foe this purpose by the Minister having regard to section 5.8, shall be paid by toe- z M Minister to the Community Sponsor.~~

5.3 Audit

The Community Sponsor or RNPGE Physician administering the Infrastructure and overhead shall establish and maintain separate books of account and financial records, including copies of all invoices, respecting the administration of all amounts paid by the Minister for Infrastructure and overhead.

- 5.4 Books of account and financial records respecting the administration of the amounts paid by the Minister for infrastructure and overhead shall be subject to audit by the Minister, the Minister's auditors and the Provincial Auditor upon twenty-four (24) hours notice. As and when requested by the Minister, the Community Sponsor or the RNPGE Physician shall provide the Minister, the Minister's auditors and the Provincial Auditor with access to and copies of all documents, records and books of account, together with the proper facilities for inspection or audit, as well as any further information that may be required with reference to such documents, books and records. The Minister, the Minister's auditors and the Provincial Auditor shall have the right to remove any of the documents, books and records referred to in this paragraph for the purpose of making copies and, once such copies have been made, shall promptly return them to the place from which they were removed.
- 5.5 The financial records referred to in this paragraph shall be retained by the Community Sponsor or the RNPGE Physician for at least seven (7) years from the date of their making.

6. 0 RNPGE Physician Obligations

The RNPGE Physician's rights and obligations as set out in this Agreement shall govern the relationship as between the RNPGE Physician and the Community Sponsor. In no case other than as specifically set out in this Agreement, shall the Community Sponsor be entitled to dictate the RNPGE Physicians Services, including, but not limited to such Physicians scope of practice and/or hours of operation.

Appendix 12

The Community Sponsor hereby delegates the authority to administer the Overhead for the Rural and Northern Physician Group Agreement to the RNPGA Physician, in accordance with the terms of this agreement, for the duration of the agreement.



Mayor



Clerk

June 7, 2013