

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2021

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Long-Term Care**

(the "Province")

- and -

City of Hamilton

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports.

1.2 **Entire Agreement.** The 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.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- 5.2 The Recipient shall ensure that all personal information or personal health information in its custody or under its control is managed in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA), and its regulations, the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, and any other applicable legislation.

- 5.3 The Province acknowledges that the Recipient is bound by MFIPPA and that any information provided to the Recipient in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

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

Date

Name: The Honourable Merrilee Fullerton
Title: Minister of Long-Term Care

City of Hamilton

Date

Name: Janette Smith
Title: City Manager

I have authority to bind the Recipient.

Date

Name:
Title:
I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Maximum Funds" means the maximum set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Personal Health Information" means personal health information as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Schedule A.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C".

"Records Review" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the

Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "**Province**" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in Schedule "B":
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or

otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;

- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including 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 the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 **Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with

any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$6,481,800
Expiry Date	March 31, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of Long-Term Care</p> <p>Address: 400 University Avenue, 6th Floor Toronto ON M5G 1S7</p> <p>Attention: Kelci Gershon, Director, Policy and Modernization Branch</p> <p>Email: kelci.gershon@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: City of Hamilton</p> <p>Address: 71 Main Street West, City Hall, Hamilton ON L8P 4Y5</p> <p>Attention: Janette Smith, City Manager</p> <p>Phone: 905-546-2424 x 5420</p> <p>Email: janette.smith@hamilton.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: City of Hamilton</p> <p>Address: 71 Main Street West, City Hall, Hamilton ON L8P 4Y5</p> <p>Attention: Janette Smith, City Manager</p> <p>Phone: 905-546-2424 x 5420</p> <p>Email: janette.smith@hamilton.ca</p>

Additional Provisions:

The Recipient acknowledges the requirements of the French Languages Services Act, R.S.O. 1990, c. F.32, and that it may be subject to the requirements of this legislation.

SCHEDULE “C” PROJECT

Project Objectives

The Project is a Community Paramedicine for Long-Term Care (CPLTC) program delivered according to the January 2021 CPLTC Program Framework (“the Framework”). The Framework forms part of this Schedule “C”.

The objectives of the Project are to be consistent with the overall goals of the CPLTC program as listed in the Framework.

Project Outcomes

- Reduced 911 calls,
- Reduced emergency department visits,
- Reduced hospital admissions,
- Long-term care (LTC) waitlist stabilization as more individuals avoid going into crisis,
- Delayed entry into LTC home,
- Increased integration with Home and Community Care and Primary Care, and
- Peace of mind for individuals, families and caregivers while waiting for a LTC placement.

Project Activities

The Project will be delivered by the Hamilton Paramedic Services in the area served by the Hamilton Paramedic Services.

The Project will consist of delivering the following activities, based on identified community needs for services that will benefit those eligible or soon to be eligible for LTC, according to the Framework:

- 24/7 access to one or more of the following defined non-emergency procedures in people’s own homes addressing urgent, episodic care needs:
 - diagnostic procedures, assessment and testing during routine home visits, where allowed under appropriate medical oversight;
 - at-home treatment under supervision of a physician, where required;
 - at-home treatment of minor conditions (e.g. falls, lacerations, bruises)
- Prompt, flexible and proactive response to an individual’s changing circumstances or medical conditions, and if necessary, connecting them to the right health care provider and social services at the right time in order to avoid escalation and crisis.
- Delivering routine-based remote monitoring of one or more of the following:
 - blood pressure
 - heart rate
 - oxygen saturation
 - blood glucose
 - weight
 - temperature
- Immunizations, vaccinations and other injections (e.g. tetanus)

- Certain other controlled medical procedures and treatments at home under appropriate medical oversight.

Accountability

In respect of the Project, the Recipient will:

- Oversee program accountability to ensure services and program meet program guidelines and maximize resources;
- Report back to the Ministry of Long-Term Care regarding program accountability and evaluation, as outlined in Schedule "F";
- Coordinate with the Hamilton Niagara Haldimand Brant Local Health Integration Network for the purposes of:
 - reviewing the long-term care waitlist to determine patient suitability for the CPLTC program,
 - receiving and sending referrals, and
 - sharing information for patient care and evaluation, according to applicable privacy legislation;
- Ensure that individuals providing community paramedicine services will have the required medical oversight according to applicable provincial requirements, and conform to any new oversight model the Government of Ontario may require; and
- Ensure that individuals providing community paramedicine services will abide by all applicable legislation and regulations.

SCHEDULE "D"
BUDGET

ITEM	2020-2021 Funding Year	2021-2022 Funding Year	2022-2023 Funding Year	2023-2024 Funding Year
Staffing				
Salaries and Wages	\$282,788	\$1,131,150	\$1,131,150	\$1,131,150
Overtime Wages / Premiums	\$14,140	\$56,560	\$56,560	\$56,560
Total - Salaries and Wages	\$296,928	\$1,187,710	\$1,187,710	\$1,187,710
Employee Benefits				
Total - Employee Benefits	\$83,368	\$333,470	\$333,470	\$333,470
Total - Staffing	\$380,295	\$1,521,180	\$1,521,180	\$1,521,180
Other Expenditures				
Vehicle costs				
Operating	\$9,435	\$37,740	\$37,740	\$37,740
Leasing	\$0	\$0	\$0	\$0
Purchasing	\$8,750	\$35,000	\$35,000	\$35,000
Total - Vehicle costs	\$18,185	\$72,740	\$72,740	\$72,740
Medical Costs				
Medical Supplies	\$3,675	\$14,700	\$14,700	\$14,700
Medications	\$375	\$1,500	\$1,500	\$1,500
Total - Medical costs	\$4,050	\$16,200	\$16,200	\$16,200
Equipment				
Uniforms/PPE	\$1,250	\$5,000	\$5,000	\$5,000
Medical equipment	\$10,833	\$43,330	\$43,330	\$43,330
Total - Equipment	\$12,083	\$48,330	\$48,330	\$48,330
Technology costs				
Computers, telephones	\$450	\$1,800	\$1,800	\$1,800
Database licences	\$1,500	\$6,000	\$6,000	\$6,000
Connectivity	\$433	\$1,730	\$1,730	\$1,730
Remote monitoring equipment and operating costs	\$18,480	\$73,920	\$73,920	\$73,920
Total - Technology costs	\$20,863	\$83,450	\$83,450	\$83,450
Training and development				

ITEM	2020-2021 Funding Year	2021-2022 Funding Year	2022-2023 Funding Year	2023-2024 Funding Year
Costs exclusive to CPLTC training	\$18,475	\$73,900	\$73,900	\$73,900
Total - Training and development	\$18,475	\$73,900	\$73,900	\$73,900
Administrative costs				
Reporting and program coordination	\$39,853	\$159,410	\$159,410	\$159,410
Office supplies and other costs	\$4,785	\$19,140	\$19,140	\$19,140
Total - Administrative costs	\$44,638	\$178,550	\$178,550	\$178,550
Total - Other Expenditures	\$118,293	\$473,170	\$473,170	\$473,170
Total	\$498,588	\$1,994,350	\$1,994,350	\$1,994,350
Maximum Funds, Up To	\$498,600	\$1,994,400	\$1,994,400	\$1,994,400

The Recipient may move up to 25% once per Funding Year amongst budget lines without prior written consent from the Province.

Eligible costs are subject to prior approval by the Province and must relate to the planning of the Project or provision of services to eligible CPLTC program participants within each Funding Year.

Eligible costs:

- Staffing, including salaries, wages and benefits;
- Vehicles costs, including operating, leasing or purchasing costs;
- Medical supplies;
- Equipment, including uniforms and personal protective equipment;
- Technology costs, including computers, telephones, database licenses, connectivity and remote monitoring equipment and operating costs;
- Training and development exclusive to the CPLTC program; or,
- Administrative support and supplies, including reporting and program coordination, office supplies.

Ineligible costs:

- Advocacy costs;
- Refundable expenses;
- Cost already funded by the Province or another government;
- Consulting costs; and,
- Costs unrelated to delivering or planning the Project.

**SCHEDULE "E"
PAYMENT PLAN**

The Province shall provide the Funds to the Recipient in quarterly payments throughout each Funding Year, as set out below, with the exception of the first Funding Year. Funds will be paid to the Recipient in advance, at the beginning of each quarter.

PAYMENT DATE (2020/2021 FUNDING YEAR)	FUNDS
March 2021	\$498,600
TOTAL MAXIMUM FUNDS, up to	\$498,600

PAYMENT DATE (2021/2022 FUNDING YEAR)	FUNDS
April 2021	\$498,600
July 2021	\$498,600
October 2021	\$498,600
January 2022	\$498,600
TOTAL MAXIMUM FUNDS, up to	\$1,994,400

PAYMENT DATE (2022/2023 FUNDING YEAR)	FUNDS
April 2022	\$498,600
July 2022	\$498,600
October 2022	\$498,600
January 2023	\$498,600
TOTAL MAXIMUM FUNDS, up to	\$1,994,400

PAYMENT DATE (2023/2024 FUNDING YEAR)	FUNDS
April 2023	\$498,600
July 2023	\$498,600
October 2023	\$498,600
January 2024	\$498,600
TOTAL MAXIMUM FUNDS, up to	\$1,994,400

**SCHEDULE “F”
REPORTS**

Bi-Weekly Reporting

As referenced in the Framework, the Recipient must report the following performance metrics to the Province **every two weeks** starting April 1, 2021 (TBC):

- Number of clients receiving services within the reporting period; and
- Number of clients who have received services to date.

Quarterly and Year-End Reporting

In order to support the analysis and evaluation of the CPLTC program, the Recipient must report performance metrics and financial spending by completing and submitting the Financial Planning Report certified by the Recipient’s CAO and Treasurer (see Appendix 1) to the Province on a **quarterly and year-end basis**:

Report (Performance Indicators and Finances)	Due Date
Q1 Report (April-May-June)	July 31
Q2 Report (July-August-September)	October 31
Q3 Report (October-November-December)	January 31
Year-End Report	April 30

As part of this quarterly and year-end reporting, the Recipient must Report the following data to the Province:

- Patient profile, including health card number, patient’s age, behavioural symptoms, presence of chronic conditions, and living arrangements;
- Program information, including enrollment/discharge date, reasons of discharge, and referrals;
- Services provided, including number of visits (in-person/virtual) and types of services;
- Client/caregiver satisfaction/perspective on whether Community Paramedicine helped them being stable at home;
- Client/caregiver perspective on whether Community Paramedicine was helpful in term of managing their usage of the broader health system (e.g., 911 calls, emergency department visits);
- Community Paramedicine partner (home and community care/primary care) satisfaction; and
- Program spending to date.

The Province will work with the Recipient to determine how the Recipient will collect information about client/caregiver satisfaction and provider satisfaction using surveys.

The Province’s goal is to undertake a provincial evaluation of the impact of Community Paramedicine on clients and also on broader health system utilization, including 911 calls, emergency department visits, and hospital admissions/re-admissions. To this

end, the Province will provide further data collection instructions, including underlying processes, and a standardized patient consent form. The Recipient will also be required to enter into a data sharing agreement with the Province to directly collect personal health information from clients and share this information with the Province, if clients provide them with the consent to do so, to support the Ministry of Long-Term Care's analysis and evaluation of the program. The Province may inform the Recipient of updated reporting requirements without updating this Schedule.

APPENDIX 1-FINANCIAL PLANNING REPORT
Ministry of Long-Term Care
Community Paramedicine for Long-Term Care Financial Planning Report

NAME OF MUNICIPALITY:

**NAME OF RESPECTIVE
MUNICIPAL LAND AMBULANCE
SERVICE OPERATOR:**

**MINISTRY FUNDING
ALLOCATION FOR CPLTC
PROGRAM FOR 2020-2021
FUNDING YEAR (in Dollars)**

YEAR-END FINANCIAL REPORTING
PROGRAM SPENDING AS OF MARCH 31, 2021 (IN DOLLARS)

SPENDING CATEGORIES	SPENDING IN DOLLARS
Staffing Costs (Including Staffing Coordination)	
Communication Equipment (e.g. cellphones, data, CP software, and computers)	
Remote Monitoring	
CPLTC Specific Training and Education	
Administrative Costs (Up to 10% of Approved Program Costs)	
Medical Supplies and Equipment (e.g. defibrillator)	
Vehicle Lease	
Other (Specify items included in this category)	
TOTAL COST	

QUARTERLY FINANCIAL REPORTING
PROGRAM SPENDING AS OF APPLICABLE QUARTER-END (IN DOLLARS)

SPENDING CATEGORIES	SPENDING IN DOLLARS
Staffing Costs (Including Staffing Coordination)	
Communication Equipment (e.g. cellphones, data, CP software, and computers)	
Remote Monitoring	
CPLTC Specific Training and Education	
Administrative Costs (Up to 10% of Approved Program Costs)	
Medical Supplies and Equipment (e.g. defibrillator)	
Vehicle Lease	
Other (Specify items included in this category)	
TOTAL COST	

I certify that this Community Paramedicine for Long-Term Care Report has been accurately prepared in accordance with the attached instructions and in accordance with approvals from Council/Board. All Reports are subject to audit by the Province.

Name of CAO: _____
Print Name

Signature: _____

Name of Treasurer: _____
Print Name

Signature: _____