

THE AGREEMENT effective as of the 4th day of July, 2019

B E T W E E N:

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

(the "Province")

- and -

The City of Hamilton

(the "Recipient")

BACKGROUND:

The Province funds the Recipient to carry out the program (the "Program") as further described in Schedule A.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Program and the Province wishes to provide funds.

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 Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 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 background, if any, and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency shall be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

"Act" means the *Ambulance Act* (Ontario).

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 30.1, and any amending agreement entered into pursuant to section 33.2.

"Ambulance" has the same meaning as defined in the Act.

"Budget" means the budget attached to the Agreement as part of Schedule "B".

"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 14.1.

"Funding Year" means:

- (a) in the case of the first Funding Year, from the Effective Date to December 31; and
- (b) in subsequent Funding Years, from January 1 to December 31.

"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, Her ministers, agents, appointees and employees.

"Maximum One-Time Funds" means the maximum one-time funds 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 as provided for in section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 14.4.

"Paramedic" has the same meaning as defined in the Act.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Payment Plan" means the payment plan set out in Schedule "C".

"Program" means the undertaking described in Schedule "A".

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

"Timelines" means the Program timelines set out in Schedule "A".

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance 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 Program, the Funds or both; and
- (d) 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 shall continue to be true and complete.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, shall maintain in writing, and shall follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) procedures to enable the Recipient to carry out the Program successfully;
- (f) procedures to enable the Recipient to identify risks to the continuation of the Program and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 8; and
- (h) 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.

2.4 **Supporting Proof.** Upon the request of the Province, the Recipient shall provide the Province with proof of the matters referred to in Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2019, unless terminated pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROGRAM

4.1 Funds Provided. The Province shall, in every Funding Year:

- (a) provide the Recipient up to the Maximum One-Time Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan; and
- (c) deposit the Funds into an account designated by the Recipient provided that:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) 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 11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) 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 8.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section 13.1.

- 4.3 **Use of Funds and Carry out the Program.** The Recipient shall do all of the following:
- (a) carry out the Program in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Program;
 - (c) spend the Funds only in accordance with the Budget; and
 - (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.
- 4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- 4.6 **Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- 4.7 **Funds Prorated.** The Province shall prorate the Funds to reflect the proportion of the Funding Year to which the Funds apply and during which the Agreement is in effect.
- 4.8 **Funds Not Cumulative.** All Funds described in the Budget shall be provided only for the stated Funding Year.
- 4.9 **Funds Kept Separate.** The Recipient acknowledges and agrees that this Agreement is separate from the Land Ambulance Service Grant 2014 (LASG 2014) agreement, and any other funding agreements, between the Parties, and that the Funds from this Agreement shall not be used towards the programs funded under other agreements and *vice versa*.

ARTICLE 5 REVISED SCHEDULES

- 5.1 **Revised Schedules.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:
- (a) a new Schedule "A" (Program);
 - (b) a new Schedule "B" (Budget);
 - (c) a new Schedule "C" (Payment Plan); and
 - (d) a new Schedule "D" (Reports).
- 5.2 **Deemed to be Replaced.** If the Province provides a new schedule in accordance with section 5.1, the new schedule shall be deemed to be either Schedule "A" (Program), Schedule "B" (Budget), Schedule "C" (Payment Plan) or Schedule "D" (Reports), as the case may be, (collectively referred to as "**New Schedules**"), for the period of time to which it relates, provided that if the Recipient does not agree with all or any of the New Schedules, the Recipient may terminate the Agreement pursuant to section 12.1.

ARTICLE 6 ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 6.1 **Acquisition.** If the Recipient acquires goods, services or both with the Funds, it shall:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.
- 6.2 **Disposal.** The Recipient shall not, without the Province's prior written 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 \$5,000 at the time of purchase.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 7.2 **Conflict of Interest Includes.** For the purposes of this Article, 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 to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds or both.
- 7.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

- 8.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province, at the address provided in section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
 - (b) submit to the Province, at the address provided in section 17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 8.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 8.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province, may, at the Province's own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 8.2;
 - (b) remove any copies made pursuant to section 8.3(a) from the Recipient's premises; and
 - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Program or both.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 8.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** The Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 9 COMMUNICATIONS REQUIREMENTS

- 9.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall acknowledge the support of the Province in a form and manner as directed by the Province.
- 9.2 **Publication.** The Recipient shall indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall 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 program similar to the Program 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 five million dollars (\$5,000,000) per occurrence. The policy shall 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, termination or material change.

11.2 Proof of Insurance. The Recipient shall:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

12.1 Termination on Notice. The Province or the Recipient may terminate the Agreement at any time upon giving at least 30 days' Notice to the other Party.

12.2 Consequences of Termination on Notice. If either the Province or the Recipient terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand 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 Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b); and
 - (ii) subject to the availability of Maximum One-Time Funds provide Funds to the Recipient to cover such costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs to the Province by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand 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 Program and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** If, pursuant to section 13.2(c), the Province determines that the costs to wind down the Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) 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 Program;
 - (ii) use or spend Funds; or

- (iii) provide, in accordance with section 8.1, Reports or such other reports as may have been requested pursuant to section 8.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may take, at any time, without liability, penalty or costs to the Province, 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 Program;
- (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; and
- (i) upon giving Notice to the Recipient, terminate the Agreement immediately.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(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 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, 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 the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 PAYMENT

- 16.1 **Payment of Overpayment.** If, at any time during the term of the Agreement, the Province provides Funds in excess of the funds to which the Recipient is entitled under the Agreement, the Province may take one or more of the following actions:
- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; and
 - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 16.2 **Debt Due.** If, pursuant to the Agreement,:
- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; 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 Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.
- 16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided in section 17.1.
- 16.5 **Failure 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.

ARTICLE 17 NOTICE

- 17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-
Term Care
56 Wellesley Street West
Toronto ON M5S 2S3

Attention:

Alison Blair
Executive Director
Hospitals and Emergency
Services Division
Email:
Alison.Blair@ontario.ca

To the Recipient:

City of Hamilton
P.O Box 2040
Hamilton ON L8P 4Y5

Attention:

Mr. Paul Johnson
General Manager
Healthy and Safe
Communities

- 17.2 **Notice Given.** Notice shall 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 email, personal delivery or fax, one Business Day after the Notice is delivered.

- 17.3 **Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or fax.

ARTICLE 18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and

the Recipient shall comply with such terms and conditions.

ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

- 20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article 17.0, ask the other Party to waive an obligation under the Agreement.
- 20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 20.1 shall:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligation referred to in the waiver.

ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall 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.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- 22.2 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs,

executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into Effect.** The Recipient shall provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and shall otherwise 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.

ARTICLE 25 JOINT AND SEVERAL LIABILITY

- 25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 26 RIGHTS AND REMEDIES CUMULATIVE

- 26.1 **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.

ARTICLE 27
BROADER PUBLIC SECTOR ACCOUNTABILITY ACT

- 27.1 **Broader Public Sector Accountability Act, 2010 Prevails.** If the Recipient is subject to the Broader Public Sector Accountability Act, 2010 and there is a conflict between any of the requirements of the Agreement and the requirements of that Act, the Broader Public Sector Accountability Act, 2010 shall prevail.

ARTICLE 28
ACKNOWLEDGEMENT

- 28.1 The Recipient acknowledges that:
- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Program; and
 - (e) 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 Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "**Failure**") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (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.

ARTICLE 30 SCHEDULES

30.1 **Schedules.** The following schedules are schedules to the Agreement:

- (a) Schedule "A" - Program;
- (b) Schedule "B" - Funds and Budget;
- (c) Schedule "C" - Payment Plan; and
- (d) Schedule "D" - Reports.

ARTICLE 31 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, shall continue in full force and effect for a period of seven years from the date the Agreement is terminated: Article 1 and any other applicable definitions, sections 2.1(a), 4.2(d), 4.4, 4.6, 4.7, and 4.8, , section 6.2, section 8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 8.3, 8.4, 8.5, 8.6, Article 9, Article 10, section 12.2, sections 13.1, 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17,

Article 19, section 22.2, Article 23, Article 25, Article 26, Article 28, Article 29, Article 30, Article 31 and Article 33.

- 31.2 **Survival After Creation.** Section 8.2 and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date on which the document or record referred to in section 8.2 was created.
- 31.3 **Conflict.** In the event of a conflict between the operation of section 31.1 and section 31.2, the more stringent interpretation shall prevail.

ARTICLE 32 COUNTERPARTS

- 32.1 **Counterparts.** The 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.

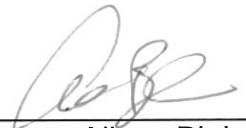
Agreement continues on next page.

**ARTICLE 33
ENTIRE AGREEMENT**

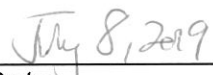
- 33.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 **Modification of Agreement.** Except as otherwise provided for in the Agreement, the Agreement may only be amended by a written agreement duly executed by the Parties.

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 Health and Long-Term
Care**



Name: Alison Blair
Title: Executive Director
Hospitals and Emergency
Services Division




Date

City of Hamilton



Name: Paul Johnson
Title: General Manager,
Healthy and Safe Communities



Date

I have authority to bind the Recipient.