

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

Office of the  
Assistant Deputy Minister  
Health Promotion Division

777 Bay Street, 19<sup>th</sup> Floor  
Suite 1903  
Toronto ON M7A 1S5  
Tel.: 416 314-3364  
Fax: 416 212-2200

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

Bureau du  
sous-ministre adjoint  
Division de la Promotion de la santé

777, rue Bay, 19<sup>e</sup> étage  
bureau 1903  
Toronto ON M7A 1S5  
Tél. : 416 314-3364  
Télééc. : 416 212-2200



HLTC5047FL-2012-35

**DEC 21 2012**

Dr. Graham Pollett  
Medical Officer of Health  
Middlesex-London Health Unit  
50 King Street  
London ON N6A 5L7

Dear Dr. Pollett:

**Re: Ministry of Health and Long-Term Care Agreement with Middlesex-London Health Unit, dated September 1, 2012 (the "Agreement")**

This letter is further to the recent letter from the Honourable Deb Matthews, Minister of Health and Long-Term Care, in which she informed you that the Ministry of Health and Long-Term Care (the "ministry") will provide the Middlesex-London Health Unit up to \$50,000 in one-time funding for the 2012-2013 funding year to support the Healthy Communities Fund Partnership Stream.

I am, therefore, pleased to provide you with two (2) copies of the accountability agreement ("the Agreement") containing the terms and conditions governing this funding.

As you know, the 2012 Budget, Strong Action for Ontario, includes a plan to keep Ontario on track to balance the budget by 2017-18. The government is committed to getting its fiscal house in order while protecting the services that matter most to Ontarians: health care and education.

That strong action includes a plan to transform the broader public sector (BPS). The BPS plays a critical role in providing services to Ontarians and the government has always valued, and will continue to value that work. Compensation for the BPS accounts for more than 50 per cent of all Ontario government spending.

The government is asking all Ontarians to do their part in returning the budget to balance. To meet the government's fiscal targets, the fiscal plan provides no funding for incremental compensation increases for new collective agreements.

The government respects the collective bargaining process and will leave existing agreements intact. The government will also insist that its partners continue providing high-quality health care, education and other key public services to Ontario families.

Ontario is expecting its bargaining partners to meet the following criteria:

- For two years, collective agreements should not allow for increases in compensation. This includes wages, performance pay and benefits. Any movement through an established grid must be fully offset from within the total compensation package. Should parties wish to enter contracts of more than two years, those contracts should contain no increases in compensation during the additional period.
- The *Broader Public Sector Accountability Act, 2010*, implements compensation restraint measures for designated executives at hospitals, universities, colleges, school boards and designated organizations. The restraint measures are effective March 31, 2012, and are in place until the province ceases to have a deficit.
- Decisions related to compensation for non-executives who are not governed by collective agreements should live within fiscal targets.

In addition, there should be no agreement to terms that impose longer-term costs or restrictions on service delivery.

As stated in the Minister of Finance's July 16, 2012 letter to BPS employers (<http://news.ontario.ca/mof/en/2012/07/to-mps-employers.html>), where agreements cannot be reached that are consistent with the government's plan to eliminate the deficit, the government is prepared to propose necessary administrative and legislative measures.

Please review the Agreement carefully and sign both copies enclosed and return both copies to:

Laura Pisko-Bezruchko, Director, Standards, Programs and Community Development Branch, Health Promotion Division, Ministry of Health and Long-Term Care, 777 Bay Street, Suite 702, Toronto, ON M7A 1S5.

When all the parties have signed the Agreement, the ministry will return one copy to you and will begin to flow the funds.

If you have any questions, please contact:

Laura Belfie, Manager, Public Health Units and Standards Unit at 416-314-5503.

Sincerely,



Kate Manson-Smith  
Assistant Deputy Minister

Attachment

- c: Pier Falotico, Director, Financial Management Branch, MOHLTC  
Michael Parzei, Director, Fiscal Oversight & Performance Branch, MOHLTC

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

Office of the Minister

10<sup>th</sup> Floor, Hepburn Block  
80 Grosvenor Street  
Toronto ON M7A 2C4  
Tel 416-327-4300  
Fax 416-326-1571  
www.health.gov.on.ca

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

Bureau du ministre

10<sup>e</sup> étage, édifice Hepburn  
80, rue Grosvenor  
Toronto ON M7A 2C4  
Tél 416-327-4300  
Télééc 416-326-1571  
www.health.gov.on.ca



**COPY**

HLTC5047FL-2012-35

December 19, 2012

Ms. Viola Poletes Montgomery  
Chair  
Middlesex-London Board of Health  
50 King Street  
London ON N6A 5L7

Dear Ms. Poletes Montgomery:

I am pleased to advise you that the Ministry of Health and Long-Term Care will provide Middlesex-London Health Unit up to \$50,000 in one-time funding for the 2012-2013 funding year to support the Healthy Communities Fund Partnership Stream.

The Assistant Deputy Minister of the Health Promotion Division will write to the Medical Officer of Health of the Middlesex-London Health Unit shortly concerning the terms and conditions governing this funding.

Thank you for your dedication and commitment to improving the health of Ontarians.

Sincerely,

A handwritten signature in black ink that reads "Deb Matthews".

Deb Matthews  
Minister

c: Teresa Armstrong, MPP, London-Fanshawe  
Hon. Christopher Bentley, MPP, London West  
Monte McNaughton, MPP, Lambton-Kent-Middlesex  
Constituency Office, MPP, London North Centre  
Dr. Bryna Warshawsky (A), Medical Officer of Health, Middlesex-London Health Unit



**THE AGREEMENT** effective as of the 1<sup>st</sup> day of September, 2012

**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 -

**Middlesex-London Health Unit**

(the "Recipient")

**BACKGROUND:**

The Province funds projects similar to the Project.

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

**CONSIDERATION:**

In consideration of the mutual covenants and agreements contained herein 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 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 to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

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

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any

amending agreement entered into pursuant to section 34.2.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

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

**"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.

**"Force Majeure"** has the meaning ascribed to it in Article 26.

**"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.

**"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 Funds"** means \$50,000.

**"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, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "A".

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

**"Timelines"** means the Project schedule 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 for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
  - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; 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 shall continue to be true and complete for the term of the Agreement.
- 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, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) decision-making mechanisms;
  - (d) procedures to provide for the prudent and effective management of the Funds;
  - (e) procedures to enable the successful completion of the Project;
  - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this 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 **March 31, 2013** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

- 4.1 **Funds Provided.** The Province shall:
- (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 schedule attached to the Agreement as Schedule "C"; and
  - (c) deposit the Funds into an account designated by the Recipient provided that the account:
    - (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 insurance certificate or other proof as provided for in section 11.2;
  - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
  - (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 provided by the Recipient pursuant to section 7.1; and
  - (d) if, pursuant to the provisions of 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 Project; or
    - (ii) terminate the Agreement pursuant to section 13.1.

- 4.3 **Use of Funds and Project.** The Recipient shall:
- (a) carry out the Project:
    - (i) in accordance with the terms and conditions of the Agreement;  
and
    - (ii) 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 Project;
  - (b) use the Funds only for the purpose of carrying out the Project; and
  - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to 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.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

## **ARTICLE 5**

### **ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

## **ARTICLE 6 CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **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 Project and the use of the Funds.
- 6.3 **Disclosure to Province.** The Recipient shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either 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 7 REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, 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 18.1, 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.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project 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 Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by 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 review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, 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 a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **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.

7.6 **Auditor General.** For greater certainty, 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 8 CREDIT**

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

9.1 **FIPPA.** The Recipient acknowledges that 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.

**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 Project 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 for the term of the Agreement, 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 two million dollars (\$2,000,000) 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 provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

**ARTICLE 12  
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or

under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
  - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

### **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 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:
  - (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) 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 Project;
    - (ii) use or spend Funds; and/or

- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable 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 is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

**14.2 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 all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

**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:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **ARTICLE 16 FUNDS UPON EXPIRY**

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **ARTICLE 17 REPAYMENT**

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money 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.

- 17.2 **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.
- 17.3 **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 mailed to the Province at the address provided in section 18.1.

## **ARTICLE 18 NOTICE**

- 18.1 **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

777 Bay Street, Suite 702  
Toronto ON M7A 1S5

**Attention:** Laura Pisko-Bezruchko  
Director

Fax: 416-314-5497  
Email: laura.pisko@ontario.ca

**To the Recipient:**

Middlesex-London Health Unit

50 King Street  
London ON N6A 5L7

**Attention:** Dr. Graham Pollett  
Medical Officer of Health

Fax: 519-663-9413  
Email: graham.pollett@mlhu.on.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
  - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(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 by fax.

## **ARTICLE 19 CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent

the Province may grant pursuant to the Agreement.

## **ARTICLE 20 SEVERABILITY OF PROVISIONS**

- 20.1 **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 21 WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **ARTICLE 22 INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

## **ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** 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 24 GOVERNING LAW**

- 24.1 **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 Ontario.

## **ARTICLE 25 FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall 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 26**  
**CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27**  
**SURVIVAL**

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the

Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 28 SCHEDULES**

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.

## **ARTICLE 29 COUNTERPARTS**

29.1 **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.

## **ARTICLE 30 JOINT AND SEVERAL LIABILITY**

30.1 **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 31 RIGHTS AND REMEDIES CUMULATIVE**

31.1 **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 32 BPSAA**

32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 33  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

33.1 **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 a Crown agency;
- (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 34  
ENTIRE AGREEMENT**

34.1 **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.

34.2 **Modification of 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**

\_\_\_\_\_  
Kate Manson-Smith  
Assistant Deputy Minister

\_\_\_\_\_  
Date

**Middlesex-London Health Unit**

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

\_\_\_\_\_  
Date

Bryna W  
Name: Bryna W  
Title: Asst. medical officer of health

January 3, 2013  
Date

I/We have authority to bind the Recipient.

## **SCHEDULE "A"** **PROJECT DESCRIPTION AND TIMELINES**

**Middlesex-London Health Unit**  
**September 1, 2012 – March 31, 2013**

### **Program Background:**

One component of the Healthy Communities Fund is the Partnership Stream. Local Healthy Communities Partnerships (Partnerships) will continue to work in communities to improve health outcomes through the development of healthy public policies.

Local Partnerships will provide coordination and support to bring people together to create a shared vision, identify key priorities, develop partnerships and networks and activate their communities to create and implement healthy public policy.

### **Project Objectives**

Provincial Objectives of the Partnership Stream are:

- I. Increase the number of networks, community leaders, and decision-makers involved in healthy eating and physical activity policy development.
- II. Mobilize communities to foster and develop policies that make it easier for Ontarians to be healthy.
- III. Enhance local capacity of networks, community leaders and decision makers to build healthy public policies.
- IV. Increase the quantity and impact of sustainable local and regional policies that effectively support physical activity and healthy eating.

### **Scope of Project**

Eligible funded activities to achieve Partnership objectives include Healthy Eating and/or Physical Activity Policy Development.

Partnerships will mobilize community leaders (and their organizations) to work together to develop or influence local healthy public policies.

### **Public Education and Social Marketing**

Any public education efforts should maximize the use of earned media and other cost-effective means to garner public attention to help achieve program delivery objectives. Any plans for local and regional social marketing initiatives should be evidence-based, with clear business and communications objectives, and designed to achieve those objectives.

### **Timelines**

From September 1, 2012 to March 31, 2013, the Public Health Unit/Host Agency will complete all activities outlined in the following workplans.





Policy Focus	Policy Goal	Current Status of Policy Development	Partners	Activities / Action Steps	MOHLTC Funds Requested	Expected Outcomes (by March 31, 2013)
<input checked="" type="checkbox"/> Physical Activity	Engage local urban design researcher to write a <b>position paper</b> that identifies design and infrastructure elements of a healthy community that support active living including urban design, site plans, green space/parks, universal access to parks, playgrounds, programs (culture, language, special needs), restrictive recreation policies, trees, etc	<input type="checkbox"/> Need for policy identified <input checked="" type="checkbox"/> Preliminary development of policy <input checked="" type="checkbox"/> Advanced development of policy <input type="checkbox"/> Policy developed <input type="checkbox"/> Policy implemented	<input checked="" type="checkbox"/> Government <input type="checkbox"/> Private Sector <input checked="" type="checkbox"/> NGOs <input checked="" type="checkbox"/> Other Health-Related Service Providers <input checked="" type="checkbox"/> Non-Health Services Sector <input checked="" type="checkbox"/> Community Organizations <i>*Please attach a full list of Partners to this Workplan, listed by level of involvement (core, involved, supportive, periphery – see Appendix A for definitions)</i>	Consult with decision and policy maker to identify common goals and objectives to be integrated into position paper.  Consult with Physical Activity Policy Action Team to identify framework of the position paper.  Consult with researcher to write a position paper on what the key elements are of a healthy community that support active lifestyles using local data for the City of London.  Share draft position paper with key stakeholders (Health and Municipal)  Review and edit position paper.  Develop distribution and communication plan for position paper	\$750.00 (Refreshments \$550 and travel \$.50 per km X 400 km for consultations)  Fee for service \$30,000 (\$100/hr X 300 hours)  Translation \$1300.00 (\$75 /hr X 17hours)	Preliminary & Advanced development of policy Description of outcomes: Collaboration with decision and policy makers in the goals and objectives of the position paper.  Position paper written and distributed. (# distributed)  # of media contacts, articles, interviews etc  Proposed impact/reach (#): London (378,809)

Policy Focus	Policy Goal	Current Status of Policy Development	Partners	Activities / Action Steps	MOHLTC Funds Requested	Expected Outcomes (by March 31, 2013)
<input checked="" type="checkbox"/> Physical Activity	<p>The development of a <b>Healthy Community Checklist (HCC)</b> that sets a standard for urban planning &amp; developers thus increasing the opportunity for healthy community design and physical activity. The HCC can be used by planners, developers/builders and other decision makers.</p>	<input checked="" type="checkbox"/> Need for policy identified <input type="checkbox"/> Preliminary development of policy <input type="checkbox"/> Advanced development of policy <input type="checkbox"/> Policy developed <input type="checkbox"/> Policy implemented	<input checked="" type="checkbox"/> Government <input checked="" type="checkbox"/> Private Sector <input checked="" type="checkbox"/> NGOs <input checked="" type="checkbox"/> Other Health-Related Service Providers <input checked="" type="checkbox"/> Non-Health Services Sector <input checked="" type="checkbox"/> Community Organizations <i>*Please attach a full list of Partners to this Workplan, listed by level of involvement (core, involved, supportive, periphery – see Appendix A for definitions)</i>	<p>Consult with key decision makers to identify criteria that create a healthy community design that promotes physical activity.</p> <p>Collaborate with key decision makers to facilitate those policies that enhance physical activity.</p> <p>Consult with and mobilize developers to support the policies that promote physical activity.</p> <p>Use the position paper to create a HCC for the City of London.</p> <p>Develop a distribution plan to disseminate HCC to key decision makers.</p> <p>Develop a communication plan to general public using media.</p>	<p>\$750.00 (Refreshments \$550 and travel \$.50 per km x 400 km for consultations)</p> <p>Fee for service \$7000.00 (\$100/hr X70 hrs)</p>	<p>Status of policy development :            Need for policy identified &amp; preliminary development of policy</p> <p>Description of outcomes:            2-4 consultations with key decision makers including developers.</p> <p>Creation and distribution of a HCC.(# distributed)</p> <p># of media contacts, articles, interviews etc.</p> <p>Proposed impact/reach (#):            London (378,809)</p>



## Communications

1. The Recipient shall:
  - (a) act as the media focus for the Project;
  - (b) respond to public inquiries, complaints and concerns with respect to the Project;
  - (c) report any potential or foreseeable issues to the Communications and Information Branch of the Ministry of Health and Long-Term Care (the "CIB");
  - (d) prior to issuing any news release or other planned communications, notify CIB as follows:
    - (i) News Releases – identify 5 business days prior to release;
    - (ii) Web Designs – 10 business days prior to launch;
    - (iii) Marketing Communications (eg. pamphlets and posters) - 10 business days prior to production and 20 business days prior to release;
    - (iv) Public Relations Plan for Project – 15 business days prior to launch;
    - (v) Digital Marketing Strategy – 10 business days prior to launch;
    - (vi) Final advertising creative – 10 business days to final production; and
    - (vii) Recommended media buying plan – 15 business days prior to launch and any media expenditures have been undertaken.
  - (e) advise CIB prior to embarking on planned public communication strategies, major provider outreach activities and the release of any publications related to the Project;
  - (f) ensure that any new products, and where possible, existing products related to the Project use the Ontario Logo or other Ontario identifier in compliance with the Visual Identity Directive, September 2006; and
  - (g) despite the time frames set out above for specific types of communications, all public announcements and media communications related to urgent and/or emerging Project issues shall require the Recipient to provide the CIB with notice of such announcement or communication as soon as possible prior to release.

2. Despite the Notice provision in Article 18 of the Agreement, The Recipient shall provide any Notice required to be given under this Schedule to the following:

**Ministry of Health & Long-Term Care  
Communications & Information Branch  
9th Floor, Hepburn Block, Toronto, ON M7A 1R3  
Fax: 416-327-8791, Email : hilary.smith@ontario.ca**

**SCHEDULE "B"  
BUDGET**

**Middlesex-London Health Unit  
September 1, 2012 – March 31, 2012**

	<b>DIRECT SERVICES / PROGRAM ADMIN COSTS</b>	<b>CENTRAL ADMIN COSTS</b>	<b>TOTAL</b>
<b>Salaries and wages (List positions, amounts &amp; FTE)</b>			
<b>Contract employees (List positions, amounts and FTE)</b>			
<b>Employee benefits</b>			
<b>Fees for services (List items)</b>			
Videographer \$100/hr X 75 Hours	7,500		\$ 7500
Researcher Consultant \$100/hr x 370 Hours	37,000		\$ 37,000
Translation \$75/hr x 17 Hours	1,300		\$ 1,300
<b>Transportation and communications (List items)</b>			
Travel	600		\$ 600
			\$ -
			\$ -
<b>Services (List items)</b>			
			\$ -
			\$ -
			\$ -
<b>Supplies (List items)</b>			
			\$ -
			\$ -
			\$ -
<b>Programs and materials (List items)</b>			
Meeting Refreshments	2,600		\$ 2,600
Printing of Meeting Materials	1,000		\$ 1,000
			\$ -
<b>Acquisition/construction of assets (List items)</b>			
			\$ -
<b>Other (Please specify)</b>			
			\$ -
<b>TOTALS:</b>	\$ 50,000	\$ -	\$ 50,000

**SCHEDULE "C"  
PAYMENT**

**Middlesex-London Health Unit  
September 1, 2012 – March 31, 2013**

**Total funding: \$ 50,000**

<b>PAYMENT DATE OR MILESTONE</b>	<b>AMOUNT</b>
Pay \$7,142.86 on the 15 <sup>th</sup> of each month, starting from September 15 <sup>th</sup> , 2012 to March 15 <sup>th</sup> , 2013	\$ 50,000

## SCHEDULE "D" REPORTS

**Middlesex-London Health Unit  
September 1, 2012 – March 31, 2013**

Name of Report		Due Date
1	Interim Program Activity Report*	December 31, 2012
2	3rd Quarter Financial Report	January 31, 2013
3	Final Program Activity Report	May 15, 2013
4	4th Quarter (Final) Financial Report	May 15, 2013
5	Un-audited Financial Settlement Report	September 30, 2013
6	Organization's Audited Financial Report	September 30, 2013
7	Reports specified by MOHLTC from time to time	On date specified by the Province

\* With policy goal(s) clearly identified (as applicable)

**Certificate of Insurance:** The Certificate of Insurance shall be provided to the Ministry at the same time the executed Agreement is provided to the Ministry by the Recipient

### ***Report Details***

#### **1. Interim Program Activity Report**

This report contains program activity progress. The ministry will provide a template for use in reporting on performance indicators.

#### **2. 3rd Quarter Financial Report**

This financial report contains actual expenditures at the end of 3<sup>rd</sup> quarter of the funding year/period, and a forecast of program expenditures for the fourth quarter. Reporting templates will be provided by the Ministry. The purpose of this report is to report progress, flag large expenditures that are planned for the 4<sup>th</sup> Quarter, and identify any funds which will be un-spent by the end of the funding.

#### **3. Final Program Activity Report**

This report contains program activity progress at the end of the funding year/period. For this report, document achievements in relation to the agreed objectives and/or major deliverables, including key project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned deliverables) and barriers encountered. This report should include progress against performance indicators as specified by the ministry. The ministry will provide a template for use in reporting on performance indicators. Where appropriate, offer recommendations for future planning.

#### **4. 4th Quarter (Final) Financial Report**

This report contains actual expenditures at the end of the funding year/period.

The financial report will specify actual revenues and expenditures against the approved budget and any resulting variances for the funding period. Reporting templates will be provided by the

Ministry and the report will be signed by authorized signing officers of the organization (e.g., CEO/MOH and/or CFO/Finance Director).

**5. Un-audited Financial Settlement Report**

The final settlement report contains the approved budget and actual expenditures for the agreement funding period after the organization's financial audit is completed. Reporting templates will be provided by the Ministry and the report will be signed by authorized signing officers of the organization (e.g., CEO/MOH and/or CFO/Finance Director).

**6. Organization's Audited Financial Report**

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Ministry does not require a separate schedule to be prepared for each program/project funded as long as Ministry revenue and expenditures are identifiable within the report and the un-audited financial and settlement reports (which are program-specific) are duly signed by authorized signing officers.

**7. Reports specified by MOHLTC from time to time**

As specified