

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

BETWEEN :

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

(the "Province")

- and -

Regional HIV/AIDS Connection

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this 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 The agreement, together with:

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, and
any amending agreement entered into as provided for in section 4.1,

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 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 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 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 Project 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 Project; 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 Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- 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 Health
and Long-Term Care**

MAY 11 2018

Date



**Name: Roselle Martino
Title: Assistant Deputy Minister**

Regional HIV/AIDS Connection

May 8/18
Date



**Name: BRIAN LESTER
Title: EXECUTIVE DIRECTOR**

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 A13.1.

"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.

“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 the maximum 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 pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“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 is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) 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
- (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 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.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will 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 Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) 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;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; 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.

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, Article A12.0, or Article A13.0.

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 designated by the Recipient 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 the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (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 the Recipient provides to the Province pursuant to section A7.1; or
- (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 Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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:
- (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.

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:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will 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 the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, 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.

A7.2 Record Maintenance. The Recipient will 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.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's 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 allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any 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 A7.2;
- (b) remove any copies made pursuant to section A7.3(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 Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the

Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 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.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-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.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will 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 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. The 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) upon the request of the Province, provide to the Province a copy of any insurance policy.

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 at least 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 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(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 by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, 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 permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will 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; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, 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; or

(d) the Recipient ceases to operate.

A13.2 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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(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.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, 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.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 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 an amount equal to the excess Funds to the Province.

A16.2 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 Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 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.

A16.4 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".

A16.5 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.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 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 email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(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, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 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. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (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.

A21.0 INDEPENDENT PARTIES

A21.1 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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 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.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised 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.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 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.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced 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 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Capital (One-time) Funds: \$1,917,400
Expiry Date	March 31, 2019, or such later EXPIRY DATE as agreed to by the parties
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Laura A. Pisko, Director, Health Protection Policy and Programs Branch, Population and Public Health Division, Ministry of Health and Long-Term Care</p> <p>Address: 393 University Avenue, Suite 2100 Toronto, ON M7A 2S1</p> <p>Fax: (416) 314-7078</p> <p>Email: laura.pisko@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Brian Lester, Executive Director, Regional HIV/AIDS Connection</p> <p>Address: 30-186 King Street London, ON N6A 1C7</p> <p>Fax: (519) 434-1843</p> <p>Email: blester@hivaidsconnection.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>Position: Glenda Robillard, Director of Operations, Regional HIV/AIDS Connection</p> <p>Address: 30-186 King Street London, ON N6A 1C7</p> <p>Fax: (519) 434-1843</p> <p>Email: grobillard@hivaidsconnection.ca</p>

Additional Provisions:

This funding is subject to subsequent approval by the Province of the final design plans, cost estimates, and tender documents. Final approval by the Province of the total project and grant will be determined based on bid results as part of the approval to award a construction contract process.

Provision A17.4 is added to Article A17.0 of the Agreement:

17.4 Notice in Writing and Addressed to the Communications and Marketing Division. Despite section 17.1, Notice from the Recipient to the Province concerning matters relating to the Communications and Issues Management Protocol as set out in Schedule "C", will be in writing, and will be delivered by email, postage-prepaid mail, personal delivery, or fax and will be addressed to:

**Ministry of Health & Long-Term Care
Communications and Marketing Division
Strategic Planning and Integrated Marketing Branch
10th Floor, Hepburn Block, Toronto, ON M7A 1R3
Email: healthcommunications@ontario.ca,**

or as the Province later designates to the Recipient by Notice.

**SCHEDULE "C"
PROJECT**

PROJECT DESCRIPTION

The purpose of the funding is to provide the Recipient with a one-time capital grant, of up to \$1,917,400 to undertake a capital project which supports the planning, establishment and/or renovation of two supervised consumption service (SCS) facilities located at 241 Simcoe Street and 446 York Street in London, Ontario. The Project and funding is subject to the Recipient obtaining and maintaining an exemption from the federal Minister of Health under Section 56.1 of the *Controlled Drugs and Substances Act* to operate a supervised consumption service at each site.

The Project will include capital renovations to two separate facilities. The proposed SCS at 241 Simcoe Street will include an consumption area with five consumption booths and a post consumption space where clients can be monitored for signs of overdose and receive education about safer injection practices, overdose prevention and intervention, basic nursing care, and access or referrals to other health and social services.

The proposed SCS at 446 York Street will include an consumption area with six consumption booths and a post consumption space where clients can be monitored for signs of overdose and receive education about safer injection practices, overdose prevention and intervention, basic nursing care, access or referrals to other health and social services.

TIMELINES

Activity	Timeframe for completion
Agreement signed between the Province and the Recipient	Spring 2018
Capital project tender process	Spring to Summer 2018
Renovations	Summer to Fall 2018
SCS opening in renovated space	Summer to Fall 2018
Financial Reporting	The Recipient begins reporting to the Province in the first quarter after the SCS has opened. The Recipient shall prepare and submit all financial reports as directed by the Province in Schedule D.
Annual Program Reporting	Annual program report due to the Province on or before June 30th of the following

Activity	Timeframe for completion
	funding year.

SCOPE

This funding is intended to support the planning, establishment, and/or renovation of a two supervised consumption service (SCS) facilities located at 241 Simcoe Street and 446 York Street in London, Ontario. Eligible expenses under this Agreement may include, but are not limited to:

1. Physical Construction Costs
2. Fees and Other Costs

SIS Capital Requirements

The Recipient will ensure:

- It meets all federal, provincial and municipal laws, regulations and bylaws, including, but not limited to regulations regarding building code, accessibility health and safety, etc.;
- Staff have an ability to directly monitor clients in different areas of the SCS at all times;
- The facility meets Ministry of Health and Long-Term Care accessibility, EMS/First Responder, and fire service access requirements and standards; and,
- The terms and conditions of their Health Canada Section 56.1 exemption to the *Controlled Drugs and Substances Act* are met.

COMMUNICATIONS

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 Marketing Division of the Ministry of Health and Long-Term Care (the "CMD");
- (d) prior to issuing any news release or other planned communications, notify CMD 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 CMD 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 CMD with notice of such announcement or communication as soon as possible prior to release.**

SCHEDULE "D"

BUDGET

FUNDS

Funding Type	Amount	Funding Period
Maximum One-Time Capital Funds	Up to \$1,917,400* (see additional funding information)	FY 2018-19 / or such later EXPIRY DATE as agreed to by the parties

BUDGET

Maximum One-Time Capital Funds (details in capital budget below)		
Program (project or activity name)	Dollars	Funding Year
1. 446 York Street SCS (Capital) Physical Construction Costs	\$754,110	FY 2018-19 / or such later EXPIRY DATE as agreed to by the parties
2. 446 York Street SCS (Capital) Fees and Other Costs	\$319,591	
1. 241 Simcoe Street SCS (Capital) Physical Construction Costs	\$592,515	
2. 241 Simcoe Street (Capital) Fees and Other Costs	\$251,108	
Total One-time Funding	\$1,917,324	

*** ADDITIONAL FUNDING INFORMATION**

- 1) The reference number for the Project is HCIS # 202859. This number must appear on all correspondence to the Province regarding the Project.
- 2) Any capital costs incurred over and above the amounts approved by the Province and specified in Schedule B and Schedule D will require prior review and approval by the Province.
- 3) Any changes to the scope of the Project, including anticipated timelines for construction, require prior review and approval by the Province.
- 4) Approval of the Project is contingent on the Province's approval at key stages in the capital process. This includes submission and approval of: construction drawings prior to tender; the tender package and process (including as applicable specifications and instructions to bidders, construction drawings, and addenda); and the approval of selection resulting from the tender process.
- 5) The Province encourages all recipients of capital funding to use the recommended Tender Process as follows: Post the construction tender notice for 3 working days within a 15 working days tender period in either MERX or Daily Commercial News (DCN has wider distribution to sub-trades). The tender must be advertised in ways, and for a reasonable length of time, for the industry (trades and sub-trades) to reasonably be aware of the Project and have the ability to bid.

- 6) Prior to awarding the capital renovation project contract, approval from the Province must be obtained.
- 7) Total Project cost and the final estimate of costs will be reassessed and adjusted as necessary at the time the capital renovation project contract is awarded and final cost of the Project will be determined through the settlement process.
- 8) The Recipient will ensure that all invoices related to capital expenditures for the Project are maintained and available for the settlement process and will comply with any and all requirements of the Province to expedite the settlement process.

CAPITAL BUDGET

The capital budgets have been estimated based on square foot estimates of project spaces multiplied by \$150 dollars per square foot. The cost per square foot is based on the Class D estimate provided by the applicant and on the historical average cost per square foot for projects done in similar facilities.

446 York Street Capital Budget	
<i>Physical Construction Costs</i>	
Item	Total
Hard Construction Costs	\$567,000
Ancillary Cost (HCC x 23%)	\$130,410
Furniture & Equipment Allowance (HCC x 10%)	\$56,700
Sub-total	\$754,110
<i>Fees and other Costs</i>	
Item	Total
Non-refundable HST (HST rebate to be determined)	\$98,034
Post Contract Contingency (5%)	\$42,607
Early Planning Contingency (20%)	\$178,950
Sub-total	\$319,591
Total Annual Capital Cost	\$1,073,701

241 Simcoe Street Capital Budget	
<i>Physical Construction Costs</i>	
Item	Total
Hard Construction Costs	\$445,500
Ancillary Cost (HCC x 23%)	\$102,465
Furniture & Equipment Allowance (HCC x 10%)	\$44,550
Sub-total	\$592,515
<i>Fees and other Costs</i>	
Item	Total
Non-refundable HST (HST rebate to be determined)	\$77,027
Post Contract Contingency (5%)	\$33,477
Early Planning Contingency (20%)	\$140,604
Sub-total	\$251,108
Total Annual Capital Cost	\$843,623

SCHEDULE "E"
PAYMENT PLAN

CAPITAL COSTS (ONE-TIME)

	PAYMENT DATE	AMOUNT (\$)
2018-19 / or until Project completion	Pay up to \$575,220 on first payment upon signature of agreement; Pay up to \$1,246,310 upon award of contract and up to \$95,870 upon the Ministry's receipt and review of the Q4 Financial Report and Certificate of Substantial Completion from the Architect (final payment).	\$1,917,400

Note: Final payment amount for each funding period to be rounded up, as required, to amount to total approved funding.

Total Project cost and final estimate of costs will be reassessed and adjusted as necessary at the time the Project contract is awarded and the final cost of the Project will be determined through the settlement process.

**SCHEDULE "F"
REPORTS**

Definitions

For the purposes of this Schedule, the following words shall have the following meanings:

"Quarter" means either: Q1, Q2, Q3, or Q4.

"Q1" means the period commencing on April 1st and ending on the following June 30th.

"Q2" means the period commencing on July 1st and ending on the following September 30th.

"Q3" means the period commencing on October 1st and ending on the following December 31st.

"Q4" means the period commencing on January 1st and ending on the following March 31st.

Name of Report	Reporting Period	Due Date
1. Financial Reports for the 2018-19 Fiscal Year, including Progress Certificates from the Architect	Q1 (if there is a Q1 within the Funding Year) Q2 (if there is a Q2 within the Funding Year) Q3 (if there is a Q3 within the Funding Year) Q4	July 31 st , or a date as determined by the Province October 31 st , or a date as determined by the Province January 31 st , or a date as determined by the Province April 30 th of the following Funding Year
2. Annual Reconciliation Report for the 2018-19 Fiscal Year and subsequent years, if applicable	For the entire Funding Year	June 30 th of the following Funding Year
3. Audited Financial Statement for the 2018-19 Fiscal Year and subsequent years, if applicable.	For the entire Funding Year	June 30 th of the following Funding Year

Report Details

1. Financial Reports

The Recipient shall prepare and submit all financial reports outlining the use of funds to date as directed by the Province.

This financial report contains actual expenditures broken down by the categories and items as indicated in the Schedule D, and a forecast of expenditures broken down by the categories and items as indicated in the Schedule D. The purpose of this report is to track Project allocations across permissible expenditure categories, to flag large expenditures that are planned for the following quarter, and identify any funds which will be un-spent by the end of the funding period/year. The report shall be signed by authorized signing officers of the organization (e.g., CEO/MOH and/or CFO/Finance Director).

2. Annual Reconciliation Report

The Recipient shall:

- (a) prepare the annual reconciliation report using a reporting system as directed by the Province; and
- (b) include details as directed by the Province.

3. Audited Financial Statement

The Recipient shall prepare the audited financial statement in accordance with Canadian generally accepted accounting principles, and attested to by a licensed public accountant.