

THIS AGREEMENT made as of the _____ day of _____, 2006

AMONG:

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

(the “**Ministry**”)

- and -

[insert name of incorporated]

(the “**Recipient**”)

- and -

(the “**Building Owner**”)

WHEREAS the Ministry wishes to support the development and growth of Family Health Teams in Ontario;

AND WHEREAS the Recipient has applied to the Ministry for Family Health Team capital funding in order to facilitate the establishment of its Family Health Team and to complete the Project detailed in Schedule “A” herein;

[note: multiple locations require separate individual agreements for each location therefore the Schedules should only apply to approved capital improvements for one location]

AND WHEREAS the Ministry has agreed to provide such funding in accordance with the terms and conditions of this Agreement and its schedules;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 In this Agreement, the following words shall have the following meanings:

- (a) “**Agreement**” means this Agreement entered into between the Ministry, the Recipient and the Building Owner, and all schedules and attachments to this Agreement and any instrument amending this Agreement;

- (b) **“Budget”** means the approved list of items set out in Schedule “B”;
- (c) **“Building”** means the premises located at: **[insert municipal address]** owned by the Building Owner, in which the Recipient or any one of them, leases office space and operates a medical practice;
[note: multiple locations require individual separate funding agreements]
- (d) **“Completion Date”** means the date for completion of the Project as provided in Schedule “A” or such other date as may be agreed to by the parties in writing;
- (e) **“Expenditure Reporting Form”** means the reporting form provided in Schedule “D”;
- (f) **“Fiscal Year”** means from April 1st in the year the Capital Grant Funds were provided or in a subsequent year, as the case may be, until the following March 31st;
- (g) **“Generally Accepted Accounting Principles”** means Canadian generally accepted accounting principles as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles;
- (h) **“Capital Grant Fund(s)(ing)”** means the grant funds provided to the Recipient by the Ministry pursuant to this Agreement;
- (i) **“Lien”** means a mortgage, charge, pledge, lien (statutory or otherwise), security interest or other encumbrance or adverse claim of any nature or kind whatsoever;
- (j) **“Project”** means the Project described in Schedule “A”;
- (k) **“Project Description”** means the description of the Project set out in Schedule “A”;
- (l) **“Repayment Schedule”** means the repayment schedule provided in Schedule “E”;
- (m) **“Subcontractor(s)”** means any party, other than an employee or agent of the Recipient, who the Recipient or the Building Owner engages or has engaged to perform a specific part or parts of the Project and whose work would be reimbursed through the Budget.

2.0 Term of the Agreement

- 2.1 The Agreement shall commence on the date set out on the first page of this Agreement and shall expire on the Completion Date, unless terminated earlier pursuant to either section 17.1 or 18.1 of this Agreement.

3.0 Project

- 3.1 The Recipient shall complete the Project in accordance with the Project Description set out in Schedule "A".
- 3.2 The Recipient shall not make any changes to the Project without the prior written consent of the Ministry. The Ministry shall respond in writing to a Recipient's written request for a change to the Project within seven (7) business days of the Ministry's receipt of such request.

4.0 Capital Grant Funding

- 4.1 Subject to section 32.1 and to the terms and conditions of this Agreement, the Ministry shall provide up to [**\$ insert**] to the Recipient for the purpose of completing the Project. The Ministry shall disburse the Capital Grant Funds as set out in Schedule "B" herein.
- 4.2 Despite sections 4.1. and 4.2, the Ministry, in its sole discretion:
 - (a) may choose not provide any Capital Grant Funds to the Recipient until the Recipient provides proof of insurance as described in Article 14.0;
 - (b) may suspend payment of Capital Grant Funds pertaining to any item in Schedule "B" based upon the Ministry's assessment of the financial reports and any other report submitted pursuant to the terms of this Agreement where such reports indicate that the Capital Grant Funding was not spent or applied in accordance with the terms of this Agreement and its Schedules. Capital Grant Funding for a suspended item will resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient has corrected the event that gave rise to the suspension; and
 - (c) may set off any amount owing to the Ministry by the Recipient, against any payment(s) owed to the Recipient under this Agreement.
- 4.3 Unless otherwise agreed to by the Ministry in writing, the Recipient shall complete the Project by the Completion Date and shall submit all Reports required pursuant to the terms of this Agreement. In the event that the Recipient fails to submit any such Report to the Ministry, the Ministry may withhold payment of Capital Grant Funds. Capital Grant Funding for a suspended item will resume in the applicable budget year if the Recipient demonstrates to the Ministry's satisfaction that the Recipient has corrected the event that gave rise to the suspension
- 4.4 The Recipient shall:

- (a) place the Capital Grant Funds in an interest-bearing account and account to the Ministry on any interest earned on the Capital Grant Funds and shall use the interest only for purposes authorized in writing by the Ministry or shall return the interest to the Ministry immediately at the Ministry's request;
- (b) inform the Ministry of any potential under-spending of the Capital Grant Funds through the quarterly financial reports in accordance with the Reporting Schedule set out in Schedule "C"; and
- (c) agree that any part of the Capital Grant Funds or any interest earned on the Capital Grant Funds that has not been used or accounted for by the Recipient at the time the Agreement is completed, expires or is terminated, shall belong to the Ministry and shall be used only for the purposes authorized in writing by the Ministry or shall be returned to the Ministry immediately at the Ministry's request.

- 4.5 If the Recipient is in fundamental breach of this Agreement, the Ministry may request the repayment of any amounts owing to the Ministry, including any damages that are caused as a result of the breach and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.
- 4.6 If amounts are owed to the Ministry, in accordance with section 4.5, the Ministry may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 4.7 The payment of any amounts owed to the Ministry pursuant to section 4.5 shall be paid by the Recipient by cheque to the "Ministry of Finance" and mailed to the Ministry to the attention of the Ministry representative as provided for in section 22.1.

5.0 Budget

- 5.1 The Recipient shall only use the Capital Grant Funds for the purpose of completing the Project and shall expend those funds only in accordance with the Budget attached hereto as Schedule "B".
- 5.2 The Recipient shall not make any changes to the Budget without the prior written consent of the Ministry.
- 5.3 If the Recipient does not spend all of the Capital Grant Funds allocated by the Budget to the Project for a Fiscal Year or if the Capital Grant Funds are spent for purposes that are not agreed to by the Ministry in writing, the Recipient shall repay the Capital Grant Funds to the Ministry in accordance with section 4.5.

6.0 Recipient and Building Owner Representations and Warranties

- 6.1 Each of the Recipient and the Building Owner represents, warrants and covenants that:

- (a) he/it has full power and authority to enter into this Agreement and to observe, perform, and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken in order to authorize this Agreement;
- (b) he/it shall comply, and will use his/its best efforts to ensure that his/its Subcontractors comply, with all federal, provincial and municipal laws and regulations, **and any orders, rules and by-laws related** to any aspect of the Project and the performance of this Agreement including, but not limited to, accessibility for persons with disabilities laws, to the extent these laws are applicable to the Project; and
- (c) he/it holds or agrees to acquire all permits, licences, consents, intellectual property rights, and authorities necessary to perform his/its obligations under this Agreement.

6.2 The Recipient represents and warrants that it has in place, the governance and administrative structures and processes which will reasonably ensure that public funds are managed prudently and effectively.

6.3 The Building Owner represents and warrants that:

- (a) if it is a corporation, it has been incorporated and is validly subsisting under the laws of the jurisdiction of its incorporation
- (b) if it is a corporation, it has the necessary corporate power and authority to own its property and assets and to carry on its business, and is qualified to do business in the Province of Ontario;
- (c) no act or proceeding has been taken by or against the Building Owner in connection with the dissolution, liquidation, winding-up, bankruptcy or reorganization of the Building Owner; and
- (d) on the date of this Agreement, the Building Owner has good and marketable title to the Building, free and clear of any and all Liens other than those which have been disclosed in Schedule "A".

8.0 Reporting Requirements

8.1 The Recipient shall submit to the Ministry:

- (a) quarterly financial reports in accordance with the Reporting Schedule set out in Schedule "C" using the Expenditure Reporting Form provided in Schedule "D"; and
- (b) a final report within one (1) month of completing the Project which includes:
 - (i) a final statement accounting for Project revenue and expenditures, including any in-kind goods and services;
 - (ii) a final audited financial statement to the Ministry; and

- (iii) any other reasonable request by the Ministry for details directly relating to the Capital Grant funds.

- 8.2 If requested in writing by the Ministry at any time during the Term of this Agreement, the Recipient shall submit a detailed report on the status of the Project which addresses all items set out in the request. Any such report shall be submitted by the due date specified in the request.
- 8.3 The Recipient shall ensure that all reports are in a form satisfactory to the Ministry and are signed by the Recipient.

9.0 Accounting and Inspection

9.1 The Recipient:

- (a) shall keep and maintain all records, invoices and other documents relating to the Capital Grant Funds or otherwise to the Project in a manner consistent with Generally Accepted Accounting Principles or clerical practices, as the case may be, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination or expiry of this Agreement;
- (b) shall maintain all records and documents relating to the Capital Grant Funding or otherwise to the Project in a confidential manner consistent with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F-31 (as amended from time to time) and all applicable law; and
- (c) shall use reasonable efforts to ensure that his or the Building Owner's Subcontractors keep and maintain records in manner consistent with subsections (a) and (b).

9.2 The Recipient and the Building Owner authorize the Ministry and its authorized agents, upon twenty-four (24) hours' notice and during normal business hours, to:

- (a) visit the Building and the Recipient's office within the Building, and to review the progress and manner of operation of the Project;
- (b) inspect and copy any records, invoices and documents in the possession or under the control of the Recipient or the Building Owner which relate to the Capital Grant Funding or otherwise to the Project, excluding confidential patient and health practitioner files;
- (c) inspect and copy non-financial records in the possession or under the control of the Recipient or the Building Owner which relate to the Capital Grant Funds or otherwise to the Project, except that where such records relate to a third party served by the Project, the Ministry shall obtain the consent of the third person before inspecting or copying such records; and

- (d) conduct a full or partial audit of the Recipient or the Building Owner in respect of the Project at the Ministry's own expense.

9.3 The Recipient and the Building Owner shall co-operate with the Ministry in respect of the exercise of the Ministry's rights set out in section 9.2, and the Recipient and the Building Owner shall provide any information in respect of the Capital Grant Funds or the Project that is reasonable for the Ministry to request.

10.0 Tendering for Goods and Services

10.1 The Recipient shall acquire all supplies, equipment and services purchased with the Capital Grant Funds through a competitive process that reasonably ensures the best value for funds expended.

11.0 Conflict of Interest

11.1 The Recipient shall ensure that the Project is carried out in all its aspects without a conflict of interest by any person associated with the Project in whatever capacity.

11.2 For these purposes, a conflict of interest is a situation where a qualified person associated with the Project or any qualified member of his or her family is able to benefit financially from his or her involvement in the Project in a manner which is inconsistent with that of a qualified arms-length individual performing identical services. Nothing in this section shall prevent the Recipient if he so chooses from reimbursing his volunteers for their reasonable out-of-pocket expenses incurred in connection with the Project.

11.3 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

11.4 Despite sections 11.1, 11.2 and 11.3, the Ministry acknowledges and agrees that the ownership of the Building by the Building Owner and the consequential financial benefit that may arise as the result of the Project improvements to the Building shall not constitute a conflict of interest for the purpose of this Agreement; provided, however, that nothing in this section is intended to relieve the Recipient of his obligations under sections 11.1, 11.2 and 11.3 with respect to any other actual or potential conflict of interest which may arise in relation to the Project.

12.0 Limitation of Liability

- 12.1 Subject to s. 17.2, the Ministry and the Ministry's officers, employees, independent contractors, subcontractors, agents, and assigns shall not be liable to the Recipient, and/or the Building Owner, for any losses, expenses, costs, claims, damages, and liabilities occasioned by or attributable to anything done or omitted to be done by the Recipient and/or the Building Owner in connection with this Agreement or with the performance by the Recipient and/or the Building Owner of their obligations under this Agreement, or the exercise by the Ministry of any rights or remedies given to the Ministry under this Agreement, unless the losses, expenses, costs, claims, damages or liabilities are caused by the Ministry's negligence.

13.0 Indemnity

- 13.1 The Recipient and the Building Owner agree, jointly and severally, to indemnify the Ministry, its officers, employees and agents from and against all damages, injuries, costs, expenses, lost profits, or any other losses (referred to collectively in this section as "**Losses**"), that arise out of or are in any way related to a claim or proceeding related to the Project that is brought by any person, unless they were caused by the negligence or wilful act of the Ministry, or breach of this Agreement by the Ministry, and to extent that comprehensive general liability insurance and all risk property insurance is available.

14.0 Insurance

- 14.1 The Building Owner shall put in effect and maintain for the duration of this Agreement, at its own cost and expense, with insurers acceptable to the Risk Management and Insurance Services Unit (RMIS) of Shared Services Bureau, all the necessary and appropriate insurance that a prudent person in the business of the Recipient undertaking a project similar to this Project would maintain, including, but not limited to, the following:

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, \$2,000,000 products and completed operations aggregate. The policy is to include the following endorsements:

- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care and the Recipient as additional insureds;
- (b) Contractual Liability Coverage;
- (c) Cross-liability Clause;
- (d) Products and Completed Operations Liability;
- (e) A valid WSIB Clearance Certificate or Employers Liability and Voluntary Compensation, whichever applies;
- (f) Tenants Legal Liability;
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change.

- 14.2 Before the Recipient begins the Project, the Building Owner shall provide the Ministry, if so requested by the Ministry, a valid Certificate of Insurance (and any replacements thereof) that references Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care and the Recipient, and confirms the above requirements. The Building Owner shall provide the Ministry with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit and Publicity

- 15.1 Subject to Regulation 114/94 of the Medicine Act, the Recipient shall use reasonable efforts to acknowledge the support of the Ministry in all reports and materials and in all advertising and publicity relating to the Project. The Recipient shall also use reasonable efforts to ensure that the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 15.2 The Recipient shall notify the Ministry 30 days before it publishes any material produced pursuant to the Agreement and shall provide a copy of the material it proposes to publish to the Ministry at that time.
- 15.3 Subject to applicable privacy legislation, the Ministry may disclose in any manner to any person or entity the names of the Recipient and the Building Owner and any other information of any kind pertaining to the Project.

16.0 Sale of Building or Termination of Lease or Agreement

- 16.1 The Recipient shall only use the Capital Grant Funds for the purpose(s) set out in this Agreement.
- 16.2 If the Project has increased the value of the Building and the Building Owner sells, conveys, encumbers or otherwise disposes of its interest in the Building at any time on or before **[insert appropriate date as determined following review of Business proposal]** without the Ministry's prior written consent, the Building Owner agrees to pay to the Ministry, the applicable amount as set out in Schedule "E" unless otherwise agreed to by the Ministry in writing. The Ministry agrees to reasonably consider the Building Owner's request(s) for Ministry consent in the above-noted situations.
- 16.3 In the event that the Recipient's lease is terminated on or before **[insert appropriate date as determined following review of Business proposal]** by the Building Owner, or in the event that the Building Owner terminates this Agreement, the Building Owner agrees to pay to the Ministry, the applicable amount as set out in Schedule "E", unless otherwise agreed to by the Ministry in writing.
- 16.4 In the event that the Recipient's lease is terminated on or before **[insert appropriate date as determined following review of Business proposal]** by the Recipient, or in the event that the Recipient terminates this Agreement, the Recipient agrees to pay to the Ministry, the applicable amount as set out in Schedule "E", unless otherwise agreed to by the Ministry in writing.

16.5 In the event that the Building Owner and the Recipient mutually agree to terminate the Recipient's lease on or before **[insert appropriate date as determined following review of Business proposal]**, the Building Owner and the Recipient agree that each will pay to the Ministry fifty (50) percent of the applicable amount as set out in Schedule "E", unless otherwise agreed to by the Ministry in writing.

17.0 Termination by Ministry

- 17.1 Subject to section 17.2, the Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient and the Building Owner.
- 17.2 Where notice to terminate is given by the Ministry pursuant to s. 17.1, the Ministry shall assess the state of the Project and allow the Recipient to wind down the Project by the end of the notice period and, notwithstanding s. 12.1, the Ministry shall compensate the Recipient and/or Building Owner for any amount(s) required by the Recipient and/or Building Owner to terminate contractual obligations which have been entered into pursuant to this Agreement.

18.0 Termination for Cause

- 18.1 Subject to section 18.2, a party may, without liability, cost or penalty, and without prejudice to any other rights or remedies of any party under this Agreement or at law, terminate this Agreement immediately upon giving notice to the other parties, as follows:
- (a) in the case of any breach that is capable of being cured, any non-defaulting party may provide notice to the other party, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (30) days, then the Agreement may be terminated at any time by immediate written notice provided by the non-defaulting party; and
 - (b) in the case of any breach that is not capable of being cured, any non-defaulting party may terminate this Agreement by immediate notice provided to the other parties.
- 18.2 For purposes of section 18.1, but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by the Recipient and/or Building Owner, which the Ministry shall be entitled at its option to treat as incapable of being cured:
- (a) the Recipient and/or Building Owner has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
 - (b) the Recipient is unable to substantially complete the Project or is likely to discontinue it;

- (c) the Recipient or the Building Owner 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 enters into another agreement with the Ministry for the same or similar purposes as those covered in this Agreement; or
- (e) the Recipient or the Building Owner ceases to operate.

18.3 If the Ministry has provided the defaulting party with an opportunity to remedy the breach, and

- (a) the defaulting party does not remedy the breach within the time period specified in the notice; or
- (b) it becomes apparent to the Ministry that the defaulting party cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the defaulting party is not proceeding to remedy the breach in a way that is satisfactory to the Ministry,

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipient and the Building Owner.

18.4 In the event of termination pursuant to this section, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

19.0 Capital Grant Funding Upon Termination

19.1 If this Agreement is terminated by the Ministry pursuant to section 18.1, the Ministry shall:

- (a) cancel all further Capital Grant Funding instalments; and
- (b) demand the repayment of any Capital Grant Funds remaining in the possession or under the control of the Recipient that are not required by the Recipient to pay the **costs of winding down** the Project as determined by the Ministry pursuant to section 17.2.

20.0 Bankruptcy and Creditor Arrangements

20.1 Notwithstanding any other provision in this Agreement, the Ministry may, without liability, cost, or penalty, terminate this Agreement immediately upon giving notice to the Recipient and the Building Owner if either the Recipient or the Building Owner is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1992, c. 27, s. 2, and the regulations made thereunder; a

receiver or trustee of the property and affairs of the Recipient or the Building Owner is appointed; the Recipient or the Building Owner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or attempts to execute a bulk sale of his or its property, except with the prior consent of the Minister, which consent shall not be unreasonably withheld.

For the purposes of this section, all funding provided to the Recipient by the Ministry shall be deemed to be held in trust by the Recipient for the Ministry until such time as the funds are spent in accordance with the Recipient's proposal and the terms of this Agreement and all such unspent funds shall be returned to the Ministry in full in the event of termination pursuant to this section.

21.0 Counterparts

- 21.1 This 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.

22.0 Notices

- 22.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other parties at the address provided below or at such other address as the parties shall later designate to the others in writing. All notices shall be addressed as follows:

To the Ministry:

**Director, Family Health Teams
Primary Health Care Team
Ministry of Health and Long-Term Care
1075 Bay Street, 10th Floor
Toronto, ON M5S 2B1**

Tel: (416)

Fax: (416)

To the Recipient:

To the Building Owner:

22.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

23.0 Severability of Provisions

23.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

24.0 Waiver

24.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Recipient, the Building Owner or the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

25.0 Independent Parties

25.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other parties. No representations shall be made or acts taken by any party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and the parties shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of the other parties.

26.0 Assignment of Capital Grant

26.1 Neither the Recipient nor the Building Owner shall assign this Agreement or the Capital Grant Funds or any part thereof without the prior written consent of the Ministry.

27.0 Governing Law

- 27.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

28.0 Further Assurances

- 28.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

29.0 Circumstances Beyond the Control of the Parties

- 29.1 The parties shall not be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

30.0 Survival

- 30.1 The provisions in sections, 4.5 (c), 9.1, 9.2, and 9.3, 12.1, 13.1, 15.0 (Credit and Publicity) 16.2, 16.3, 16.3, 17.2 and 19.1(b) shall survive the termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement.

31.0 Schedules and Appendices

- 31.1 The following are the schedules and appendices attached to and forming part of this Agreement:

- (a) Schedule "A" (Project Description);
- (b) Schedule "B" (Budget);
- (a) Schedule "C" (Reporting Schedule);
- (b) Schedule "D" (Expenditure Reporting Form); and
- (c) Schedule "E" (Repayment Schedule).

32.0 Financial Administration Act

- 32.1 Pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12, as amended, the Ministry's payment obligations set out in this Agreement are subject to:
- (a) the Ministry securing the requisite appropriation for payment during the Province's Fiscal Year in which payment is due; or
 - (b) the Ministry securing the requisite appropriation for a multi-year payment during a previous Fiscal Year which covers the year in which payment is due.

33.0 Entire Agreement

- 33.1 This Agreement together with the attached schedules listed in section 31.1 of this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 This Agreement may only be modified by a written agreement duly executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

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

Date

Per:

[Recipients – add lines as required]

Date

Witness' Signature

Print Witness Name

[Building Owner]

Date

Name:
Title: President

I have authority to bind the corporation.

Witness' Signature

Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care**, _____ and _____ dated the _____ day of _____ 2006.

Schedule "B" [Sample – Adjust Dates as Required]

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care**, _____ and _____ dated the _____ day of _____ 2006.

The Recipient shall expend the Capital Grant Funds in accordance with the following approved items.

 Ontario			
Ministry of Health and Long-Term Care Ministère de la Santé et des Soins de longue durée			
COST CATEGORIES			
RENOVATIONS	2003/04 Costs	2004/05 Costs	2005/06 Costs
<i>Subtotal</i>	\$0	\$0	\$0
LEASEHOLD IMPROVEMENTS	2003/04 Costs	2004/05 Costs	2005/06 Costs
			\$
<i>Subtotal</i>	\$0	\$0	\$
FURNISHINGS	2003/04 Costs	2004/05 Costs	2005/06 Costs
<i>Subtotal</i>	\$0	\$0	\$0
EQUIPMENT	2003/04 Costs	2004/05 Costs	2005/06 Costs
<i>Subtotal</i>	\$0	\$0	\$0
TOTAL	2003/04 Costs	2004/05 Costs	2005/06 Costs
	\$0	\$0	\$

Schedule "C"

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care**, _____ and _____ dated the _____ day of _____ 2006.

Reporting Schedule**[sample – adjust as required]**

Complete and submit Schedule "D" with supporting documents to the Ministry on or before the following dates for payment:

2005/06	Period Covers	Due Date
Quarter 1	April 1, 2005 – June 30, 2005	July 15, 2005
Quarter 2	July 1, 2005 – September 30, 2005	October 15, 2005
Quarter 3	October 1, 2005 – December 31, 2005	January 14, 2006
Quarter 4	December 1, 2005 – March 31, 2006	April 30, 2006**

**Last date for submission of invoices is March 30, 2006. Final quarterly report is due April 30, 2006

Notes:

1. If you have no reporting requirement for a particular period please indicated "NIL" where applicable in Schedule C (e.g. your project started on October 22, 2005, you will have no reporting requirement for Quarter 1 and 2, therefore mark "NIL" in Schedule C.)
2. If your project starts on July 1, 2005 and ends on December 20, 2005, you are required to submit the Quarter 3 report in the 2005/06 Fiscal Year. Your final report deadline will be January 20, 2006 (within one month upon completion of the Project).

Schedule "D"

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care**, _____ and _____ dated the _____ day of _____ 2005.

Please see attached Microsoft Excel file titled Schedule "D".

Schedule "E"

Attached to and forming part of the Agreement between the **Ministry of Health and Long-Term Care**, _____ and _____ dated the _____ day of _____ 2005.

Repayment Schedule

Time of Sale	Repayment Amount
On or before December 31, 2006	\$
On or before December 31, 2007	\$
On or before December 31, 2008	\$
On or before December 31, 2009	\$
On or before December 31, 2010	\$
On or before December 31, 2011	\$
On or before December 31, 2012	\$
On or before December 31, 2013	\$
On or before December 31, 2014	\$
On or before December 31, 2015	\$