

Three-Party Funding Agreement re Peterborough Family Health Team dated this 1st day of _____ 2020

Between

The Corporation of the County of Peterborough
(the “County”)

and

The Corporation of the City of Peterborough
(the “City”)

and

Peterborough Family Health Team
a non-profit corporation
(the “Service Provider”)

Recitals

- A. For the period July 1, 2015 to June 30, 2019, the Service Provider provided Family Doctor recruitment services to the County and the City in accordance with the terms and conditions as set out in an agreement among the County, the City and the Service Provider dated July 1, 2015;
- B. For the period [month] 1, 2020 to [last day of month/year], it is intended that the Service Provider provide Family Doctor recruitment services to the County and the City in accordance with the terms and conditions set out herein;
- C. The Peterborough Regional Liaison Committee of the County and the City (the “Committee”) is the entity that will approve and provide the Annual Fee to the Service Provider;
- D. The County, the City and Service Provider acknowledge that successfully recruiting Family Doctors who will serve the regional healthcare industry helps develop new private businesses and the regional housing market;
- E. The primary role of the Service Provider is to act as an ambassador for the County of Peterborough and the City of Peterborough toward Family Doctors who have expressed an interest in relocating or establishing a medical practice within the geographic boundary of the County or City of Peterborough.

Now the parties hereto agree as follows:

Article 1. Definition

- 1.01 In this agreement, “Client” means a Family Doctor who has contacted or been contacted by the Service Provider whom the Service Provider has agreed to assist in relocating or establishing a medical practice within the geographic boundary of the County or City of Peterborough

Article 2. Term and Termination

- 2.01 Notwithstanding the date that this agreement was executed, the term of this agreement commences on January 1, 2020 and, provided no party is in breach of its obligations as contained herein, shall end on _____ (“Term”).
- 2.02 With the agreement of Committee and the Service Provider, the agreement may be renewed for further 3-year terms (each 3-year period a “Term”) upon such terms and conditions as may then be agreed to.
- 2.03 The Committee or the Service Provider may request a review of this agreement in any year of the Term, commencing in second quarter of 2022. Notice of such a request shall be given in writing, setting out which aspects of the agreement the Committee or the Service Provider wishes to review. If the Committee and the Service Provider agree, any term of this agreement may be amended following review and agreement.
- 2.04 In the event the Committee decides not to make a budget allocation that provides the Annual Fee, then as of December 31 in the year the Committee makes that decision, this agreement shall end.

Article 3. Payment – City and County Proportionate Share

- 3.01 Provided that the Service Provider is not in breach of its obligations as contained herein, the City and the County shall, through the Committee, jointly provide \$36,200 annually (the “Annual Fee”), or such other higher amount as the Committee may elect to provide, to the Service Provider. Funding is shared between the City and County based on the respective population from the most recent Census. The City’s proportionate share of the Annual Fee for 2020 is included in its 2020 Operating Budget and is unchanged from 2019 at 58.62%, which equates to \$21,220. The County’s proportionate share of the Annual Fee for 2020 is \$14,980.
- 3.02 Payment shall be made to the Service Provider on or before the 1st day of July in each year of the Term.
- 3.03 The Annual Fee shall be allocated to the City and County based upon their proportionate share of total combined population, as established by the latest available official census.

Article 4. The Service Provider’s Obligations

- 4.01 The Service Provider shall:
 - a) Provide the Committee with a copy of its annual budget for this program (the “Program Budget”);
 - b) Establish and adhere to its Program Budget;
 - c) Use its best efforts to attract new Clients who will establish their practices within the geographic boundary of the County of Peterborough and/or of the City of Peterborough;
 - d) Alert Clients to available office and/or clinic space;

- e) Deliver a current recruitment program that is responsive to the market conditions and feedback it has received from former and prospective Clients. This program will include a welcome session and such orientation sessions as the Service Provider, in its sole discretion, deems necessary;
 - f) Develop and maintain such networks and relationships with such health care providers and health care organizations, including but not limited to family physicians, the Peterborough Regional Health Centre and medical clinics, as it deems necessary and desirable;
 - g) Within its means, support the work of appropriate community partners;
 - h) Develop and maintain a strong relationship with the Committee, County Council, City Council, and such other politicians and bureaucrats, in all three levels of government as it deems necessary and advisable;
 - i) Coordinate and oversee the production of appropriate marketing material and communiqués;
 - j) Promote awareness of Client recruitment issues; and
 - k) Keep the current domain name “docfinder.ca” and maintain same through “peterboroughfht.com”.
- 4.02 The Service Provider shall prepare and deliver a Program Budget to the City and County annually and present the Program Budget to the Committee. In 2020, this Program Budget shall be prepared and delivered to the City and County as soon as practicable after January 31st, 2020. The initial Program Budget shall cover the period January 1, 2020 to December 31, 2020. For each subsequent year of the Term, the Program Budget shall be prepared and delivered to the City and County on or before the 15th of September and the presentation to the Committee will be scheduled accordingly.
- 4.03 While the Committee will provide the funding for the Annual Fee, the Service Provider has discretion to allocate those funds within its Program Budget in its sole and absolute discretion.
- 4.04 The Service Provider acknowledges that none of the City, the County or the Committee is responsible for any Program Budget overruns or for any shortfalls.
- 4.05 In the event the Service Provider does not fully expend its Program Budget in any one year, it shall be permitted to carry such monies over into its next fiscal year provided such carry over is identified in that fiscal year’s Program Budget.
- 4.06 Commencing in 2022, the Service Provider may approach the Committee, in accordance with the Committee’s timelines and procedures, to seek an increase in the Annual Fee.
- 4.07 The Service Provider shall keep such books of accounting as the Committee may reasonably require.
- 4.08 The Service Provider shall provide an annual report to the Committee on or before November 30th in each year of the Term. The annual report shall address such matters as the status of recruitment, the number of health practitioner

retirements, the number of Client recruitments, the status of achieving strategic goals, the Service Provider's budget If requested by the Committee, the Service Provider shall appear before the Committee to present its report. Such report shall include a comprehensive summary of how it spent its annual funding

- 4.09 The City and the County, on behalf of the Committee, reserve the right to require the Service Provider to provide or produce such other reports, including detailed financial reports, as the Committee may reasonably request or require.

Article 5. Successors and Assigns

- 5.01 This agreement is binding on the successors and assigns of the parties hereto.

Article 6. Relationship of Parties

- 6.01 Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between any of the Service Provider, the City, the County or the Committee. The Service Provider, the City and County all agree that they are and will at all times remain independent and are not and shall not represent themselves to be the agent, employee, partner of, or in joint venture with, the other. No representations will be made or acts taken by any of the Service Provider, the City or the County which could establish any apparent relationship of agency, employment, partnership or joint venture and no party shall be bound in any manner whatsoever by any licenses, warranties or representations made by the other party to any other person nor with respect to any other action of the other party. In no event shall the Service Provider enter into any form of agreement with a third party that purports to oblige or require the City or the County to perform, finance, approve or refrain from anything.

Article 7. Notice

- 7.01 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it, to any party, shall be valid only if delivered in writing in accordance with this clause. Notices can be provided to:

In respect of the County:

Lynn Fawn
County Clerk
County of Peterborough
470 Water Street
Peterborough, Ontario K9H 3M3

Fax: 705.876.1730

In respect of the City:

John Kennedy
City Clerk
City of Peterborough
500 George Street North
Peterborough, Ontario K9H 3R9

Fax: 705.742.3947

In respect of the Service Provider:

Peterborough Family Health Team
150 King St, 3rd Floor
Peterborough, Ontario K9J 2R9

Fax: 705.740.8030

- 7.02 The Parties may change their respective addresses and addresses for delivery by delivering notices if such changes as provided below. Notice sent accordingly shall be deemed delivered and received:
- a) If delivered by hand, upon receipt;
 - b) If delivered by facsimile, 48-hours after the time of transmission, excluding from the calculation weekends and public holidays;
 - c) If delivered by overnight courier four (4) days after the couriating thereof; and
 - d) If delivered by registered mail, six (6) days after the mailing thereof, provided that if there is a postal strike or lockout such notice shall be delivered by hand, courier or facsimile.

Article 8. Miscellaneous

- 8.01 If any provision of this Agreement is declared invalid or unenforceable by any competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.
- 8.02 Each party shall at the other's party's request and expense execute and do all such further acts and things as may be necessary to carry out the full intent and meaning of this Agreement and the transactions contemplated thereby.
- 8.03 Neither this Agreement nor any rights, remedies, liabilities or obligations arising under it or by reason of it shall be assignable by the Service Provider without the prior written consent of the City and the County.
- 8.04 This Agreement and any schedules attached hereto constitutes the entire agreement between the parties hereto with respect to the matters herein and supersede any and all prior oral or written representations and agreements.
- 8.05 The parties agree and warrant that they have had the benefit of consultation with legal counsel prior to entering into this Agreement, such that all language herein shall be construed equally against the parties, and the Service Provider waives any right, claim, argument or defence that any language of this Agreement should be construed strictly against the City and the County.
- 8.06 The Headings or captions of articles, sections or subsections used in this Agreement are for convenience of reference only and are not intended to define

or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Now the parties hereto have set their respective hands

Signed Sealed and Delivered	)	The Corporation of the
	)	County of Peterborough
)	
)	
)	
)	_____
	)	J. Murray Jones, Warden
)	
)	_____
	)	Lynn Fawn, Clerk
)	
)	
	)	The Corporation of the
	)	City of Peterborough
)	
)	
)	_____
	)	Sandra Clancy, CAO
)	
)	_____
	)	John Kennedy, City Clerk
)	
	)	Peterborough Family Health Team
)	
)	
)	_____
	)	Lori Richey, Executive Director
	)	& Director of Operations
)	
)	_____
	)	Dr. Thomas Richard, Chair
)	
	)	I/We have the authority to bind the Corporation