

MOU & INTERIM AGREEMENT

THIS MEMORANDUM AND AGREEMENT dated effective the 1st day of June, 2020.

BETWEEN:

PARKLAND COUNTY
(the "County")

- and -

VILLAGE OF WABAMUN
(the "Village")

- and -

WESTVIEW PRIMARY CARE NETWORK
(the "WestView")

- and -

WABAMUN AND AREA MEDICAL SOCIETY
(the "Society")

(collectively referred to as the "Parties")

MEMORANDUM OF UNDERSTANDING & INTERIM AGREEMENT

WHEREAS:

- A.** The Parties are committed to the development, funding and operation of a medical clinic for family primary care and non-emergent care to serve the residents of the Village and the County (the "Medical Clinic") for a term of three years subject to funding;
- B.** The Village has agreed to provide a facility for the commencement of the Medical Clinic;
- C.** The County has agreed to provide funding to commence and operate the Medical Clinic and to provide a future facility for the Medical Clinic;
- D.** WestView has agreed to provide a Nurse Practitioner, necessary access to medical records, and overall management of the Medical Clinic;
- E.** The Society is committed to promote and fundraise for the Medical Clinic; and

F. The Parties wish to state their respective intentions respecting the Medical Clinic including:

- 1. establishing their initial working relationship relating to the Medical Clinic, including outlining their initial goals and objectives and establishing a Steering Committee relating thereto;**
- 2. establish certain principles relating to the potential development of the Medical Clinic;**
- 3. enter into certain commitments to, and obligations respecting, the Medical Clinic and provide for the undertaking of certain initial activities related thereto; and**
- 4. provide for operation of the Medical Clinic pending development and execution of Further Agreements;**

as and to the extent provided by this MOU.

NOW THEREFORE the Parties, in consideration of the mutual covenants contained in this MOU, agree as follows:

Article 1 – Definitions & Schedules

1.1 Definitions - In this MOU, the following terms shall have the following meanings:

- (a) “Activities” means all activities reasonably required to commence, operate and maintain the Medical Clinic, including, but not limited to:**
 - (i) investigating all potential means for funding the Services;**
 - (ii) determining the regulatory or other restrictions or requirements that would apply to the Services and the operation of the Medical Clinic on an on-going basis including;**
 - (iii) investigate and determine the facility requirements for the Medical Clinic and delivery of the Services, and who will be responsible for undertaking and/or funding required renovations, modifications or upgrades to the existing and available facility;**
 - (iv) investigating all nature, form, and content of any agreement(s) which may be determined to be necessary or warranted as an interim step towards the Further Agreements;**
 - (v) investigating all nature, form, and content of Further Agreement needed to commence, operate and maintain the Medical Clinic;**

- (vi) engaging and carrying out the services of consultants retained by the Parties, or the County on behalf of the Parties, to assist in the development of options for the Parties to consider in relation to the Medical Clinic; and
 - (vii) any other activities that the Parties deem necessary to further carry out the intentions of this MOU.
- (b) **“Conditions Precedent”** means those conditions specified in Article 5 of this MOU, which conditions must be met before the Parties will be obliged to proceed with the Further Agreements;
 - (c) **“Costs”** means all costs reasonably incurred to commence, operate and maintain the Medical Clinic and approved by the Parties pursuant to the provision of this MOU;
 - (d) **“Further Agreements”** means all further and other agreements and/or arrangements required in relation to the Medical Clinic and the Services, in each case as and when required and applicable;
 - (e) **“Medical Clinic”** means the medical clinic which is the subject of this MOU;
 - (f) **“MOU”** means this Memorandum of Understanding and Interim Agreement, including the Schedules attached hereto;
 - (g) **“Parties”** means Parkland County, Village of Wabamun, WestView Primary Care Network and the Wabamun and Area Medical Society;
 - (h) **“Services”** means those services to be provided by the Medical Clinic as more particularly described within Schedule “A” or subsequently provided for within any of the Further Agreements;
 - (i) **“Steering Committee”** means that committee appointed under Section 4.1(a) of this MOU; and
 - (j) **“Term”** means, subject to the terms of this MOU and the execution of the Further Agreements, from the date hereof until the close of business on June 1, 2023.

1.2 Schedules – The following schedules are attached to, and form a part of, this MOU:

- Schedule “A” - Services
- Schedule “B” - Cost Contributions

Article 2 - Memorandum of Understanding and Statement of Intentions

- 2.1 Purpose & Intentions** - The Parties agree to work cooperatively together during the Term to identify and address issues, obstacles, and resources to accommodate the eventual commencement, operation and maintenance of the Medical Clinic, all as provided by and subject to this MOU.
- 2.2 Common Intentions** - The Parties acknowledge that there are several agreements and negotiations necessary to facility the commencement, operation and maintenance of the Medical Clinic and the Services, including determining cost contributions. This MOU confirms the Parties' common intention to work together in good faith with a view to investigating all possible options and alternatives and, subject to the Conditions Precedent, continuing discussion of the potential implementation of preferred options or alternatives; provided always that each of them shall be entitled to accept or reject any or all Further Agreements in its sole discretion.
- 2.4 Activities** - The Parties agree to identify and undertake all Activities required to in order to address all applicable issues as expeditiously as possible. Subject to further agreement of the Parties to proceed, the Activities shall not include any physical work, construction, or provisions of Services themselves.
- 2.5 Standard of Performance** - Each of the Parties shall use reasonable commercial efforts (subject always to such duties, obligations and limitations as may be imposed by law) to perform all of its duties under this MOU, namely successful commencement, operation and maintenance of the Medical Clinic.

Article 3 - Medical Clinic Costs and Contributions

- 3.1 Payment for Activities** – The Parties each agree to contribute those items delineated within Schedule “B”, subject to amendments as outlined in the Further Agreements.
- 3.2 Other Contributions to Activities** – Each of the Parties agree to provide assistance, other than financial assistance, and to participate as may be reasonably requested by the Steering Committee in relation to Activities.
- 3.3 Steering Committee** – The Parties shall have the following representatives on the Steering Committee:
- (i) Mike Heck, as appointed by the County;
 - (ii) David Cross, as appointed by the County;
 - (iii) Rob Coon, as appointed by the Village;
 - (iv) Lindsay Goebel, as appointed by the Village;

- (v) Erica Nordquist, as appointed by WestView;
- (vi) Marti Pickett, as appointed by WestView; and
- (vii) Shirley Munro, as appointed by the Society.

The Parties agree and acknowledge that the Party that appointed the representative, from time to time, may replace the foregoing representatives. The attendance and costs for which, unless otherwise agreed to, shall be the respective responsibilities of the Parties in each case.

- 3.4 **Further Activities and Agreement** – No Costs are to be paid by the Parties pursuant to Section 3.1, and no costs shall be incurred by any Party which are to be otherwise recovered from the Parties or Medical Clinic funding and contributions contemplated within this MOU, except in accordance with recommendations of the Steering Committee and approved in writing by the Village, the County and WestView. Such budgets shall provide for all Costs relevant to those Activities the Parties have agreed to pursue or perform pursuant to this MOU in the pursuance of the satisfaction of the Conditions Precedent and the intentions of this MOU generally, and shall make reasonable provision for contingencies.

Article 4 - Steering Committee

- 4.1 **Appointment** - The Parties agree to the appointment of the Steering Committee for the Medical Clinic who will be responsible for identifying and resolving issues arising to commence, operate and maintain the Medical Clinic.
- 4.2 **Authority** – The Steering Committee shall (subject always to appropriate authorities provided by the Parties, and as such as and when called upon by the Parties) generally act as a forum for the communication, planning, analysis, discussion and decision making for Activities contemplated by the MOU to reach Further Agreements.
- 4.3 **Meetings** – Unless otherwise agreed to by the Parties or the representatives of the Steering Committee, and subject always to the practical issue of availability, the committees shall and their respective advisors shall meet at least quarterly at a date, time and place reasonably acceptable to the Parties and/or the respective committees.

Article 5 - Conditions Precedent

- 5.1 **Conditions Precedent** - Notwithstanding anything contained within this MOU, the Parties acknowledge and agree that the final decision to proceed with any steps, undertakings, arrangements or other matter whatsoever beyond the completion of the Medical Clinic will not occur unless and until:

- (a) each Party is satisfied, acting reasonably, that the Medical Clinic has produced financially viable and practical options or alternatives worth pursuing further by all or any combination of the Parties; and
- (b) the respective participating Parties have formally approved the Further Agreements, and have duly authorized the execution of the Further Agreements;

in addition, it is accordingly agreed that the authorities provided by the Parties under this Agreement is limited to the commencement, operation and maintenance of the Medical Clinic.

5.2 Failure of Conditions – Subject to Section 7.2 hereof, if all of the Conditions Precedent specified in Article 5 inclusive have not been met by June 1, 2020, this MOU will be at an end, except that the Parties shall forthwith advance any further amounts necessary to pay Costs incurred or properly committed to prior to the date of such termination.

5.3 The Authority of the Parties – The Parties acknowledge that:

- (a) the Parties, their respective administrations and Councils/Boards, and anyone acting on behalf of any of them have not made and make no representations, warranties, promises or agreements whatsoever relating directly or indirectly to the subject matter of this MOU or the Medical Clinic, except to the extent specified in this MOU; and
- (b) each of the Parties are acting on their own behalf, and are not an agent of the other Party for any purpose relating to the Medical Clinic or this MOU. Consequently, each Party has no authority, and has had no authority, whether express or implied to bind or to make any representations on behalf of the other Party relating directly or indirectly to the Medical Clinic or this MOU, save and except for as evidence in agreement, or as evidenced in the minutes, resolutions or records of meetings of the Parties or the committees contemplated within this Agreement.

Article 6 - Confidential Information

6.1 Confidential Information – In addition to any other or additional non-disclosure arrangement or agreement related to the Medical Clinic, each of the Parties acknowledges that it has to date and that it will, in connection with this MOU, be provided with certain confidential oral and written information (collectively, the “Confidential Information”) by the other Parties, including legal opinions, business plans, designs, proceedings of the Parties, financial data, financial and other Medical Clinics, customer lists and draft agreements and other arrangements with third parties. Each of the Parties agrees that it will use its best efforts to hold such Confidential Information in confidence and use it solely for the purposes of this MOU, and:

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- (a) shall not reveal it to anyone other than in the case of the Parties, its Council/Board members, officers, employees and advisers who need to know the Confidential Information in connection with this MOU for purposes related to this MOU; and
- (b) subject always to any statutory or regulatory requirement to disclose such information.

Each of the Parties further agrees to return, where possible, all Confidential Information provided by the other Party forthwith upon the request of the other Party on the termination of this MOU.

6.2 Exclusions - The term "Confidential Information" does not include information which:

- (a) was already in the possession of a Party prior to its disclosure by another Party in relation to this Medical Clinic;
- (b) is or becomes available in the public domain other than as a result of a disclosure contrary to the provisions hereof;
- (c) becomes available to the Party on a non-confidential basis from a source which itself is not, to the knowledge of the Party receiving the information, in breach of a confidentiality obligation relating thereto;
- (d) is independently developed without any breach of this MOU by the personnel of the Party or its advisers who did not have access to the Confidential Information; or
- (e) is required to be disclosed by any law, or is required or formally requested in connection with any rule, regulation or order of any court of competent jurisdiction or any governmental, quasi-governmental or other self-regulating or competent authority having jurisdiction over any of the Parties or the Confidential Information.

Notwithstanding anything contained within this Agreement, each of the Parties shall be subject to, and shall at all times ensure that it neither causes nor contributes to any breach of, any confidentiality agreement or other terms of confidentiality imposed upon any of the parties by third parties providing information to any of the Parties.

6.3 Survive Termination - In the event of termination of this MOU, all Parties shall remain bound by the obligations of confidentiality set forth in Section 6.1 and 6.2 for a period of two years following the date of termination of this MOU.

Article 7 - Term & Termination

7.1 Term - This MOU shall be in effect for the Term, unless:

- (a) earlier terminated in accordance with this MOU; or
- (b) replaced by the Further Agreements, which are intended to replace this MOU as provided by the Further Agreements.

7.2 Payments and Adjustments on Termination – In the event that:

- (a) the Medical Clinic is terminated by agreement of the Parties; or
- (b) this MOU is terminated or expires;

at any time prior to the replacement of this MOU by execution of the Further Agreements as contemplated within Section 7.1(b), the Parties shall be responsible for all Costs approved and incurred in accordance with the provisions of this MOU in proportion to their respective contributions provided within Schedule “B” attached to this Agreement. The Parties shall pay, or otherwise adjust and account for, their proportionate share of Costs, and available grants and contributions, within sixty days of the effective date of the termination.

Article 8 – Miscellaneous

8.1 Announcements & Publicity - The Parties agree that the contents and timing of any announcements or media releases regarding any of the matters provided for in this MOU shall be subject to the prior approval of all Parties. The Parties each agree that it shall consult with the other Party in relation to the contents and timing of any announcements and media releases.

8.2 Notices - Any notice required or permitted to be given under this MOU shall be in writing and may be given by delivery to the following addresses, and if so given shall be deemed received at the time of delivery; or by facsimile transmission to the following numbers, and if so given shall be deemed received on the next business day following transmission:

To the County
Attention: Mike Heck, CAO
Telephone: 780-968-8888
Fax: 780-968-8430

To the Village:
Attention: Rob Coon, CAO
Telephone: 780-892-2699
Fax: 780-892-2669

To WestView:
Attention: Erica Nordquist
Telephone: 780-960-9533
Fax: 780-960-9581

To the Society:
Attention: Shirley Munro
Telephone: 780-394-2887
Fax:

- 8.3 No Relationship** - Except as expressly agreed, no Party shall be or be deemed to be an agent or representative of the other Party, and nothing contained within this MOU shall be construed so as to create a partnership relationship. Without limiting the foregoing, no Party shall without the written approval of the other Party, be entitled to make any contract, commitment or expenditure binding on the other.
- 8.4 No Assignment** - No Party shall assign any of its rights, duties and obligations set forth and provided for in this MOU, without the prior consent of the other Party, which consent may be arbitrarily withheld. The Village may at any time, upon consent of the County, assign its rights, duties and obligations set forth in this MOU to the County, without the prior consent of WestView or the Society.
- 8.5 Capacity and Authority** - Each of the Parties represents to the other that it has full legal capacity and authority to execute and deliver this MOU, and perform any obligations that may arise from the provision of this MOU.
- 8.6 Inurement** - This MOU shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 8.7 Entire Agreement** - This MOU constitutes the entire agreement between the Parties pertaining to this subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties; and there are no warranties, representations, conditions, acknowledgements or other agreements whether direct or collateral, express or implied, that form part of this MOU except as specifically set forth herein.
- 8.8 Alteration and Amendments** - No change or modification of this MOU shall be valid or effective against a Party unless it is in writing and signed by the duly authorized representative of that Party.
- 8.9 Waiver** - A waiver by or on behalf of a Party of a breach of any term of this MOU shall not be binding upon that Party unless it is in writing and executed by its duly authorized

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representative, and such a waiver shall not release the Party in breach from strict compliance with that or any other term in any other instance.

- 8.10 **Laws of Alberta** - This MOU shall be governed by the laws of the Province of Alberta. The Parties agree to exclusively attorn to the courts of the Province of Alberta to resolve any disputes that may arise under or pursuant to this MOU.
- 8.11 **Counterpart** - This MOU may be executed in any number of counterparts, and each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.
- 8.12 **Force Majeure** - In the event that any Party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such Party shall give written notice to the other Party stating full particulars of such force majeure. The obligation of the Parties giving such notice shall be suspended during the duration of the delay resulting from such force majeure, to a maximum of 180 days.

The term "*force majeure*" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the Party claiming a suspension, which, by the exercise of due diligence, such Party shall not have been able to avoid or overcome; provided however, the term "*force majeure*" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

IN WITNESS WHEREOF the Parties have executed this MOU to be effective as of the date first above written.

PARKLAND COUNTY

Per: 
Name: _____
Title: *CAO*

Per: 
Name: **Dave Cross**
Title: **General Manager
Agriculture, Community &
Protective Services**

VILLAGE OF WABAMUN

Per: 
Name: *R. Cook*
Title: *CAO*

Per: 
Name: *Lindsay Goebel*
Title: *Finance Clerk*

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**WESTVIEW PRIMARY CARE
NETWORK**

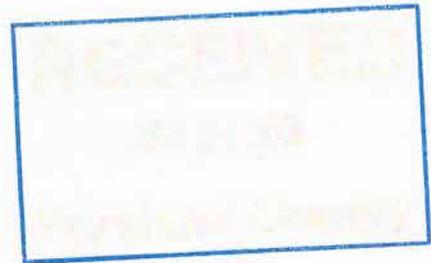
Per: *M. Pickett*
Name: *Marti Pickett*
Title: *Executive Director*

Per: *E. Nordquist*
Name: *Eric Nordquist*
Title: *Business Manager*

**WABAMUN AND AREA MEDICAL
SOCIETY**

Per: *Shirley Munro*
Name: *Shirley Munro*
Title: *President*

Per: _____
Name: _____
Title: _____



SCHEDULE "A"

Medical Clinic, Services and Further Agreements

A. The Medical Clinic

The Medical Clinic shall provide Services as governed by the following key goals or principles:

1. Goals and Principles:

- (a) To provide family primary care and non-emergent care services to the residents of the Village and the County in a cost efficient and sustainable manner;
- (b) To utilize existing facilities and medical equipment until new facilities are developed; and
- (c) To share costs, seek additional funding, and fundraise to sustain the maintenance and operation of the Medical Clinic.

2. Purpose - This MOU is undertaken with the express purpose of:

- (a) determining and finalizing the commitments and obligations of each Party;
- (b) determining what external impediments, restrictions or requirements impacting the proposed Medical Clinic;
- (c) establishing of terms of the Further Agreements governing the Medical Clinic;

3. Identified Risks, Conditions or Limitations - The implementation of this MOU is subject to the following:

- (a) provision of a Nurse Practitioner with appropriate medical access;
- (b) provision of commencement and ongoing funding;
- (c) use of Wabamun facility and existing medical equipment; and
- (d) creation and execution of necessary Further Agreements.

B. Services

The Services are currently proposed to consist of the following:

- 1. provide family primary care and non-emergent care to residents of Wabamun and the County through a Nurse Practitioner;

2. provide access to NetCare and EMR; and
3. arrange for a doctor consult,

subject always to the contents of any of the Further Agreements.

C. Further Agreements

The Further Agreements are currently proposed to consist of the following:

1. **Nature of Agreements** – the Further Agreements may consist of any one or more of the following:
 - (a) cost contribution agreement(s);
 - (b) agreement or arrangements necessary for the delivery of the Services within the Medical Centre;
 - (c) management and operation agreement or arrangement(s) respecting the Medical Centre; and
 - (d) lease, license or other occupation agreement or arrangement.

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SCHEDULE "B"

Cost Contributions

The contributions to the Medical Clinic, and the payment of Costs, shall initially consist of:

Party	Contribution(s)	Cost Estimates
Parkland County	1. Initial legal services to draft MOU and Further Agreements	
	2. Equipping facility with secure records management room and document filing system	
	3. New Medical Clinic facility and necessary insurance	
	4. Commencement Costs	\$25,000
	5. Payment of MOA costs	\$40,000
Village of Wabamun	1. Building infrastructure and necessary upgrade, including handicap access ramp	
	2. Insurance for the facility	\$425
	3. Utilities	\$3,900
	4. Phone, fax and internet services	\$1,900
	5. Security System and services	\$7,000
	6. Postal box	
	7. Janitorial Services	\$1,200
	8. Shredding services	
	9. Furniture	\$1,000
	10. Grounds maintenance	\$500
	11. Office Supplies	\$1,500
	12. Rent	\$12,000
	13. Taxes	\$1,900
WestView Primary Care Network	1. Recruiting, retaining and managing a Nurse Practitioner and any Medical Office Assistant	\$104,780
	2. Recruiting, retaining and managing a Medical Office Assistant	
	3. Arranging doctor consults for Nurse Practitioner	
	4. Office equipment and maintenance, including desktops, laptops, printers and scanners	\$2,000

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	5. Privacy Impact Assessment	\$2,000
	6. NetCare Access	
	7. EMR Access	\$3,600
	8. Initial and ongoing medical supplies and additional equipment	
	9. Lab requirements	
	10. Maintain necessary insurance	
Wabamun and Area Medical Society	1. Ongoing medical supplies & equipment	\$3,000
	2. Grant applications	
	3. All costs of any fundraising and/or promotional activities	\$1,000