



GLACIER GATE  
MEDICAL  
CLINIC

Remedy'sRx  
The Local Drug Store  
GLACIER GATE PHARMACY

**COLD LAKE  
PRIMARY CARE MEDICAL CLINIC  
~BUSINESS PLAN~**

## TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY .....	3
2.0 BUSINESS CONTEXT IN PRIMARY HEALTH CARE.....	4
<i>Provincial Context “Primary Healthcare”</i> .....	4
<i>Rural Context “Primary Healthcare”</i> .....	6
<i>Local Context “Primary Healthcare”</i> .....	6
3.0 PURPOSE OF THE MUNICIPALLY CONTROLLED CORPORATION .....	11
3.0 SHAREHOLDERS AND GOVERNANCE .....	12
4.0 OPERATING PLAN.....	13
<i>Business Location</i> .....	14
<i>Designated Medical Director</i> .....	15
<i>Physician Agreements</i> .....	16
<i>Clinic Medical Records</i> .....	17
<i>Equipment</i> .....	17
<i>Software</i> .....	18
<i>Supplies</i> .....	18
5.0 CORPORATE ASSETS .....	18
6.0 BUDGET SUMMARY.....	18
<i>Revenues</i> .....	19
<i>Expenses</i> .....	20
<i>Regulatory Financial Requirements</i> .....	21
<i>Financial Statements</i> .....	21
<i>Financial Institution</i> .....	22
<i>Financial Sustainability and Corporate Risks</i> .....	22
8.0 HUMAN RESOURCES PLAN.....	24
<i>Key Employees</i> .....	24
<i>Organizational Structure</i> .....	24
<i>Policies and Procedures</i> .....	24
9.0 ACTION PLAN.....	26
10.0 APPENDICES.....	28
Appendix “A” Legislated MCC Business Plan Requirements .....	28
Appendix “B” Aerial View of Medical Clinic .....	28
Appendix “C” Medical Clinic and Pharmacy Floor Plan .....	28
Appendix “D” Equipment Inventory.....	28
Appendix “E” CPSA Standards of Practice for Medical Records .....	28
Appendix “F” Organizational Structure .....	28
Appendix “G” Draft Employee Handbook .....	28
Appendix “H” Corporate Bylaw and Policies .....	28
Appendix “I” Unanimous Share Holder Agreement.....	28

## 1.0 Executive Summary

The availability of family doctors in Cold Lake has been a priority for the City of Cold Lake since 2006. The evolution of the community's efforts to attract and retain doctors has very much evolved from basic fact finding, and seeking to understand the basics of the healthcare system in Alberta, to now include an understanding of a very sophisticated mix of issues and challenges. These include financial considerations, financial supports, government priorities, the priorities of legislative governing bodies, and the priorities and personalities of individuals who influence the system. There have also been times where there was evidence of clear obstruction to new family physicians coming to the community. As best as we can tell, this occurs because of what can be described as concerns over "turf protection." It is of interest that all of the issues and concerns in the healthcare system tend to be discussed in the context of patients' care. However, the best interest of patients' often seems to be lost amongst several other competing and overarching concerns and priorities found throughout the healthcare system, and the political environment which surrounds it.

To date, the City has provided financing and support to organizations that have led recruitment efforts (ie. CLR<sup>3</sup>, now called Hearts for Healthcare). Despite community initiatives and an overall increase in physicians throughout rural Alberta, there has been no significant increase in the number of physicians in Cold Lake from 2006 to 2022. This is because the number of physicians recruited to Cold Lake has always been offset by the number of outgoing physicians. Based on information provided by Alberta Health Services (AHS), between 2006 and 2020, Cold Lake has had roughly 12 family doctors plus one surgeon at any given point in time. This trend remained consistent through 2020 during which time the community, through Hearts for Healthcare, assisted with the recruiting of 17 physicians, 1 Nurse Practitioner and 1 Sonographer. Despite continued interest from new physicians wanting to come to the community, once Alberta Health Services has secured the replacement of outgoing physicians, no additional effort is made to continue recruiting (even when positions are being posted). In fact, recruitment efforts are sometimes faced with open opposition and conflict.

Unfortunately, many of the family doctors have faced burn-out, others have left the community due to dissension amongst the doctors and what some have described as a toxic atmosphere, while others work to try to change the system. In fact, the general working and professional environment in Cold Lake seems to be a known concern throughout Alberta both among physicians and among professionals who would like to move the community. This, in turn, is having a clear and significant impact on Cold Lake's economic opportunities. All the while, Alberta Health Services has provided cover to the ongoing situation. It has taken the position that there is no concern with access to healthcare in Cold Lake. AHS has maintained that the community's concerns over excessive waiting periods to see family doctors and the number of unattached patients in Cold Lake are greatly exaggerated. Nonetheless, the City's recent election and census data articulate that over 40% of the community is not attached to a family physician and have grown frustrated with the healthcare system in Cold Lake.

It is understood that some will say Cold Lake's situation does not differ from many communities in Canada – that doctor shortages are a national issue and not unique to the City of Cold Lake. While there is fact relating to a doctor shortage that has become more prevalent since the COVID-19 pandemic, Cold Lake has been dealing with this very problematic issue for over 18 years. Over the course of this time, the City has monitored the situation and solicited feedback on the recruitment efforts taking place in the community. Unfortunately, there have been times that the City has faced stern criticism for attempting to influence change to the local healthcare system by increasing the availability of doctors.



The time for staying on the sidelines while providing substantial tax-payer funding in the hopes of resolving these issues in the local healthcare system is over. Rather than remain a passive observer and a source of recruitment funding, the City of Cold Lake is now looking to establish a strong foothold in the active recruitment of physicians so that it can influence change for the community that will meet its healthcare needs. This foothold will be in the form of a Municipal Controlled Corporation (MCC) that will be charged with the operation and staffing of a primary care medical clinic. An existing medical clinic will be purchased by the City of Cold Lake and transitioned to the MCC.

An MCC is a business incorporated under the Business Corporations Act. It will exist as a separate legal entity from its founding municipality, governed by its shareholders. The MCC must be registered with the Province of Alberta's Corporate Registry Office (referred to as Service Alberta). The Municipal Government Act allows a municipality, by itself or with other municipalities, to establish and control or obtain control of, a corporation subject to the terms of Section 75.1(1) of the MGA.

This business plan is intended to cover the various requirements and obligations for the establishment and operation of a MCC, as outlined in the MGA and the associated Municipally Controlled Corporation Regulation - Alberta Regulation 112/2018 (Current as of October 7, 2022).

## **2.0 Business Context in Primary Health Care**

In Alberta, the "Alberta Health Act" Statutes of Alberta, 2010 Chapter A-19.5 (Current as of January 1, 2014) sets out the principals that guide the health care system.

### **Provincial Context "Primary Healthcare"**

*Primary health care is intended to be the initial point of health care access for residents in Alberta, allowing them to:*

- *access health care or wellness advice and programs;*
- *receive non-emergent treatment of a health issue or injury; and*
- *receive diagnoses and manage a health-related conditions.*

*"Primary health care" includes all the services in a community that support the day-to-day health needs through every stage of life. Some examples of those services include:*

- *a visit to a primary care provider (family doctor or nurse practitioner)*
- *a consultation with a specialist (for example, a cardiologist, surgeon, or dermatologist)*
- *advice from a pharmacist*
- *an appointment with a dietitian or therapist*



*Primary health care includes a focus on wellness, and connecting residents with social supports that influence your health status, such as housing or family and community services.*

*The Province of Alberta encourages that residents of Alberta have a main point of contact for their healthcare needs. This main point of contact is a resident's "Health Home" and is typically a family doctor's medical clinic.*

*Health Homes will be different across Alberta, but they all have the same role:*

- *they are a place where residents receive primary health care services from a team and connect to other health services; and*
- *connect with social services residents need while having their health care journey coordinated and managed*

*According to AHS, one of the main benefits of having a health home is continuity of care. This means residents have an ongoing relationship with their family doctor or nurse practitioner and team. Residents' health information is transferred between care providers, and care is coordinated across different settings.*

*More benefits of continuity of care include:*

- *timely access to a trusted primary health care team*
- *more support to achieve personal health care goals*
- *more preventive care and chronic disease management*
- *a care team who will partner with residents to manage their health care journey*

*Having a consistent relationship means residents' health care providers know them and their medical history. This reduces the number of times they have to tell their story or undergo duplicate tests.*

*The Province of Alberta further articulates that people who have a regular primary health care provider or team:*

- *are more satisfied with their care*
- *receive more preventive and chronic disease care*
- *make fewer visits to the emergency room*
- *are not admitted to hospital as often*

*If a resident's regular health care provider is unavailable, they can seek care from other members of the team or clinic who will then share information with the regular health provider.*

*When urgent medical attention from an emergency department is required, residents can make sure someone in their health home is aware of the visit.*

### **Rural Context “Primary Healthcare”**

The then MLA of Vermillion-Lloydminster Chaired a Rural Health Services Review Committee” that developed a report titled “Rural Health Services Review Final Report” was posted in March, 2015.

It is of interest that within the report the following statement was made:

*“In most rural areas, it is increasingly apparent that primary health care needs cannot be met by the traditional primary health care service approach. Sporadic physician care delivered in isolation of other health care services is not appropriate for rural communities. In many places, this approach has resulted in a “revolving door” model of locums and short-term physician recruits. These were often described as ‘Band-Aid solutions’ for over-burdened physician practices. In many communities, the emergency department has become the default primary care service in the community, when residents cannot get in to see the physician in a timely way.”*

Based on the City of Cold Lake’s observations, it seems that access to primary health care has further eroded. At best, little to no progress has been made on the recommendations in this regard for various reasons. The following is a link to the full document for reference purposes:

<https://alberta.cmha.ca/wp-content/uploads/2017/01/Rural-Health-Services-Review-2015.pdf>

### **Local Context “Primary Healthcare”**

As previously stated, the availability of family doctors in Cold Lake has been a priority for the City of Cold Lake and its City Councils since 2006.

Over the years, the City has provided significant financing and financial support to individuals and organizations that have either led recruitment efforts, or directly to physicians themselves. Despite community initiatives and an overall increase in physicians throughout rural Alberta, there has been no significant increase in the number of physicians in Cold Lake from 2006 to 2022: The number of physicians recruited to Cold Lake has always been offset by the number of outgoing physicians. Despite consistent and continued interest from new physicians wanting to come to the community, once Alberta Health Services (or Medical Affairs) has replaced only what has been lost, efforts relating to recruitment seize (even when positions are being posted). In fact, recruitment efforts are sometimes faced with open opposition and conflict. Further, there have been times where there was evidence of clear obstruction to new family physicians coming to the community. As best as we can tell, this occurs because of what can be described as concerns over “turf protection.”

During this time the City has developed an understanding of a very sophisticated mix of issues and challenges including financial considerations, financial supports, government priorities, the priorities of legislative governing bodies, and the priorities and personalities of individuals who influence the system.

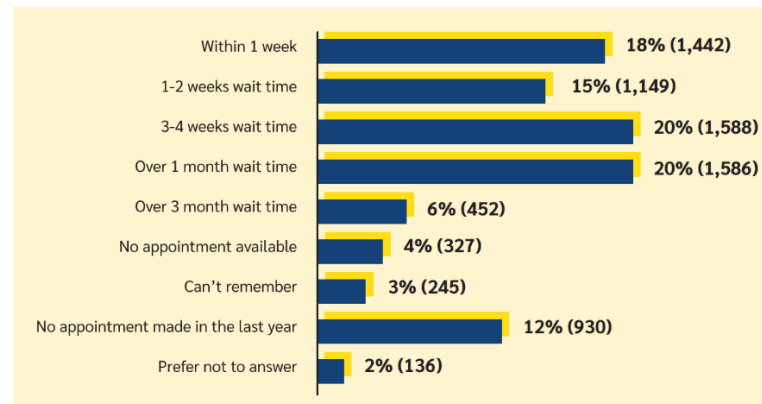


Unfortunately, many of the family doctors have faced burn-out, others have left the community due to dissension amongst the doctors and what some have described as a toxic atmosphere, while others work to try to change the system. All the while, Alberta Health Services has provided cover to the ongoing situation. It has taken the position that there is no concern with access to healthcare in Cold Lake. AHS has maintained that the community's concerns over excessive waiting periods to see family doctors and the number of unattached patients in Cold Lake are greatly exaggerated. Furthermore, it has been previously described by some physicians that Alberta Health Services and individuals with influence over the system had an arrangement in regards to the number of physicians in the community and who can qualify for such positions when they become available.

Due to ongoing frustrations, during the 2021 Municipal Elections, the City of Cold Lake conducted a plebiscite that included questions surrounding access to family physicians. The plebiscite provided invaluable data for the City of Cold Lake. In fact, the results added momentum to seek additional information surrounding access to family physicians. In response, the City followed up the plebiscite with a Municipal Census that included detailed questions regarding residents' access to health care.

It is the City's understanding that Alberta Health Services was frustrated with the City's initiatives.

As part of the City's 2022 municipal census, residents of Cold Lake were asked four (4) questions pertaining to family doctor access. Data was collected on residents' physicians' location, appointment booking wait time, their attempts to obtain a physician in Cold Lake, and whether the resident travelled outside of Cold Lake for medical treatment, excluding physician appointments. City Council had also received reports of long wait times in the City's family physician offices. To gain a more accurate understanding of average wait times to see their physician, the question regarding wait times was posed only to residents who indicated they have a family physician in the Municipality.



Based on the above, it was found that about one half, or 7,855 residents (48%), have a family physician located in Cold Lake. The



second most common answer, “No,” proves 6,504 (40%) of residents do not have a family physician. The balance of the respondents, or 1,385 (8%) residents, have a family physician outside of Cold Lake boundaries.

Furthermore, residents were asked *“If this resident has had an appointment with their family physician in the past one (1) year, how long did they have to wait between their first attempt to obtain an appointment and the date they were able to see their doctor?”* The following articulates the findings:

The majority (46%) of the respondents were waiting over three (3) weeks for an appointment. Significantly, 20% of the respondents advised that they were waiting at least a month and 6% advised that they had been waiting for over three (3) months.

Of interest, the City of Cold Lake also tabulated the data using the municipality’s age groups found in the census, which resulted in the following findings:

- 80% of residents 85 years and older have a family physician in Cold Lake.
- 58% of the 25-29 age group do not have a family physician.
- 50% of residents in the 70-74 age group attempted to find a doctor in Cold Lake, but they were not accepting new patients.
- 64% of residents in the 20-24 age group have not attempted to find a family physician.
- 52% of residents in the 75-79 age group travel outside of Cold Lake because the municipality does not have the specialized medical services/professionals that they need.

The City of Cold Lake has grown frustrated by staying on the sidelines while providing a substantial amount of tax-payer dollars in an attempt to help the system. The City of Cold Lake is looking to establish an active, more direct role in the recruitment of physicians and influence change that will help the system meet the community’s health care needs.

There are five (5) primary care medical clinics that currently operate within the municipal boundaries of the City of Cold Lake, including:

- Lakeland Medical Clinic (Full)
  - Dr. Joseph Stander (Not Accepting New Patients) – No ER
  - Dr. Azam Khan (Not Accepting New Patients)
  - Dr. Karelle Pretoris (Not Accepting New Patients)
  - Dr. Samuel Ubabukoh (Not Accepting New Patients)
  - Dr. Obagharhe Emagbetere (Not Accepting New Patients) - Obstetrics Referrals
  - Dr. Atossa Mahdavi (Not Accepting New Patients) – Obstetrics Referrals
  - Dr. Christian Igboamalu (Not Accepting New Patients) - Obstetrics Referrals
- Merit Medical Clinic (Full)
  - Dr. Anshia Van Jaarsveld (Not Accepting New Patients)



- Dr. Jessa Lyn Weir (Not Accepting New Patients) – No ER
- Glacier Gate Medical Clinic (Space for additional physicians)
  - Dr. Hussain Aboud (Not Accepting New Patients) – Focus on Addiction Patients
  - Dr. Imraon Gauri (Not Accepting New Patients) - Focus on Addiction Patients
  - Dr. Zaid Al-Ani (Not Accepting New Patients)
  - Dr. Jo-Lyndi Van Zyl (Not Accepting New Patients)
  - Dr. Dylan Vatcher (Not Accepting New Patients) – No Hospital Privileges/No ER
  - Dr. Lufuluabo Katambua (New Doctor Starting January 8, 2023)
- Dr. Botha Private Clinic
  - Dr. Andrew Botha (Not Accepting New Patients) – No ER
- Ageless Living
  - Dr. James Dekker – Dermatology Only (Not Accepting New Patients) No ER
- Cold Lake Main PCN Clinic
  - Nurse Practitioner Diane Angelopoulos
  - Nurse Practitioner Elain Wall
  - Physician Rotation from various Doctors noted above (Walk-in Clinic)

Alberta Health Services have also advised that Dr. Sara LeRue will be a new doctor starting her practices in Cold Lake in January, 2023. The facility from which she will establish a practice is unknown at this time.

It should also be noted that many of the above noted doctors have limited time for family their clinic practice due to other duties such as Emergency Room Physician rotations and Surgical Doctor Assist rotations. Doctors who are not included in the Emergency Room or surgical assist rotations or do not have hospital privileges, simply operate their medical practices separate from access to the Cold Lake Healthcare Centre.

There are also other specialists providing various medical services at the Cold Lake Health Centre.

For reference purposes, the Lakeland Medical Clinic (owned by Dr. Joseph Stander) and the Merit Medical Clinic (owned by Dr. Anshia Van Jaarsveld) are located in the Cold Lake Health Centre (2<sup>nd</sup> Floor of the Hospital). It is understood that both of these medical clinics are at or nearing their capacity. Dr. Botha operates a self-operated private clinic for himself and his patients. It is understood that the Dr. Botha has not sought to expand the medical practice in any way and, in the case of Ageless Living, Dr. James Dekker seems to have a specialized practice in dermatology.

It should be noted that two (2) medical clinics located at the Cold Lake Health Centre (Lakeland Medical Clinic and Merit Medical Clinic) have lease arrangements with Alberta Health Services for their spaces. Based on the City's understanding, the lease/license fees being charged for the space is significantly below market value. Although inequitable, this is a tremendous benefit to the community, ensuring fees for the physicians are affordable on an ongoing basis. Further, the Cold Lake PCN is also located in the Cold Lake Health Centre (2nd Floor of the Hospital), which also leases space

from Alberta Health Services. There has been confusion as to whether the Cold Lake PCN is paying the same rate as the two (2) medical clinics: Further review would be required to understand any differences in the lease agreements and the rationale behind them.

Dr. Botha's Private Clinic, Ageless Living, and Glacier Medical Clinic, seem to be paying market value either through private-sector lease arrangements or via direct ownership in the facility. As noted above, Dr. Botha's private clinic and Ageless Living really are not competing against the three (3) primary care medical clinics for marketable space for physicians to set up their practice. However, it is apparent that Glacier Medical Clinic does need to compete with the Lakeland Medical Clinic and Merrit Medical Clinic, both of which seem to be subsidized by the Province of Alberta and/or Alberta Health Services. This is an important factor, as demand for space continues to increase at the Cold Lake Health Centre. There may come a day that the private medical practices will need to relocate outside of the Health Centre (inclusive of the Primary Care Network). The City has had previous conversations with Alberta Health Services in this regard, however, discussions were limited as there seemed to be an unwillingness to look at options beyond the current arrangements for space inside the hospital.

In terms of market impact there are generally two (2) main factors to consider: space and physicians.

- Real Estate/Space – As outlined in Section 3, the MCC will own and operate clinic space where physicians may practice their medical services. The facility being acquired for such space is the existing Glacier Medical Clinic, which is an already established medical facility. The MCC is not providing “medical” services itself - this is being done by the practitioners who have professional corporations (private business) and are only licensing furnished “space” to operate their businesses. Other than the two (2) Clinics in the Cold Lake Healthcare Centre under Alberta Health Services, there are no other private sector providers that are currently providing furnished and licensed medical clinic space.

This does not mean that other commercial entities could not enter the market space of licensed medical clinics, however, it is understood that most of the medical doctors strongly prefer to be in very close proximity to the Cold lake Healthcare Centre. Hence the reason that the current owners of the Glacier Medical Clinic built their clinic in the existing location. This acquisition of an existing medical clinic will not negatively impact the commercial or retail real-estate space that is on the market.

- Physicians – As noted above, each practitioner generally has their own professional corporation. Physicians can either operate under their own private practice with an approved “position” with Alberta Health Services that comes with hospital privileges, or simply operate their own private practice with no hospital privileges. Both of these models are currently in existence within the above noted doctors.

As each practitioner generally has his or her own professional corporation (private business), the number of physicians in the community seems to be of great concern amongst them, this is best disturbed as turf protection or fear of competition. In contrast, some physician's express concerns about not having enough physicians in the community which may lead them and their colleagues to suffer burn-out (not just from the nation's recent realization of the state of the national doctor shortage). Nonetheless, there is a clear need for additional family doctors within the region and a clear need to have licensed medical clinic space available for them to establish practices.



As noted above, over 40% (about 6,400) of the community does not have family doctors. The Resident Doctor's of BC posted an article in May, 2017, which included the following:

*Like patients, physicians are unique, and the way you practice will likely reflect that individuality. Many physicians say, "The average patient panel is around 1500 patients, so is that the number I should target?" Perhaps, but does that average reflect a full-time or part-time schedule? On aggregate, how complex are the patients? Finally, how long are the appointment slots? The truth is, there is no 'one size fits all' answer. The optimal patient panel size depends on two main factors: (1) your total available appointments and (2) your patients' behavior.*

It is understood that there would be a lot of different opinions amongst physicians regarding the optimal number of medical doctors for the community. Using the Resident Doctors of BC's numbers as a very high-level baseline, however, the MCC can fill the medical clinic with four (4) additional family doctors and still be short of the number of physicians required for the community. Furthermore, this figure does not include the significant population basin that Cold Lake serves, which includes areas in the Municipal District of Bonnyville and Northwest Saskatchewan. This can be confirmed from the geographical locations of patients that attend the Cold Lake Health Centre's Emergency Room and the Cold-Lake-based Emergency Medical Services response area.

### **3.0 Purpose of the Municipally Controlled Corporation**

A municipality, by itself or with other municipalities, may establish and control or obtain control of, a corporation subject to the terms of Section 75.1(1) of the Municipal Government Act.

An MCC is a business incorporated under the Business Corporations Act. It will exist as a separate legal entity from its founding municipality (the City of Cold Lake), governed by its board of directors and overseen by its shareholders. The MCC must be registered with the Province of Alberta's Corporate Registry Office (referred to as Service Alberta).

The City of Cold Lake will be establishing the "Cold Lake Primary Care Medical Clinic" as an MCC. The MCC will own a primary medical clinic and will be charged with operations, recruitment and staffing of the clinic, including the attraction and retention of family physicians for residents that reside in the region.

The MCC will own and operate clinic space whereby physicians may practice their medical services. The clinic will provide physicians with:

- Cohort Medical Examination Rooms Space(s)
- Medical Examination Equipment
- Medical Office Assistant Services
- Reception and Appointment Services



- Hosting of Electronic Medical Record Services
- Patient Document Management

The MCC will be tooled to provide additional value-added services, including client billing and collection activities on a fee-for-service basis.

Although preferred, the physicians working at the Cold Lake Primary Care Medical Clinic do not need to have hospital privileges or be included in the Cold Lake Healthcare Centre's Emergency Room rotation.

The City of Cold Lake estimates \$100,000 will be required to fund the necessary expenses to form the MCC. This includes legal fees, registration fees, consulting fees (e.g. development of unanimous shareholder agreement), public advertising fees. The City of Cold Lake has allocated funding to cover the costs associated with the establishment of the MCC.

### **3.0 Shareholders and Governance**

Regulations governing the creation of an MCC require the City of Cold Lake to ratify a unanimous shareholder agreement. A unanimous shareholder agreement is an agreement among all the shareholders of a corporation in relation to the management of the corporation. It is both a contract between shareholders and an instrument authorized by statute that deals with the internal governance of the corporation.

The unanimous shareholder agreement must address the following matters:

- a) The matters referred to in section 146(1) of the Business Corporations Act;
- b) The controlled corporation's service delivery standards and decision-making structure;
- c) A dispute resolution process in the event of disputes between shareholders'
- d) A method by which the shareholders must provide direction to the controlled corporation with respect to what action, if any, the controlled corporation is to take regarding a proposed material change in response to one or more report received under Section 7(5).

A copy of the unanimous share holder agreement has been attached as Appendix "G" for reference purposes.

The Board of Directors for the MCC will consist of five (5) members. The voting members will include the following:

- a) Two (2) Members of City Council
- b) Three (3) Members of the Public

In accordance with the unanimous shareholder agreement all "shareholders" must have unanimous approval for appointment to the board. At the onset of the creation of the MCC, the City of Cold Lake will be sole shareholder. Upon commencement of the MCC, the City of Cold Lake will appoint a



Board of Directors dedicated to implementing the highest standards of corporate governance. It is the City of Cold Lake's belief that sound corporate governance contributes value, trust, and confidence among our stakeholders. The City will also make it a priority to bring diverse backgrounds and skills to the board, such that it would include expertise in legal and financial services, executive leadership, governance, business, and community service and development.

The Board is responsible for the stewardship of the Cold Lake Primary Care Medical Clinic, including the establishment of strategic direction, corporate policies, and standards for the MCC. The Board will also be responsible for reviewing and approving its budgets and strategic plans.

The shareholders will take several factors into consideration when considering potential candidates for appointment to the Board. Factors will include (but not be limited to):

- time commitment required by a Director to effectively discharge their duties,
- competencies that are needed on the Board.
- relationships that each Director has that may impact the Director's ability to exercise independent judgement; and
- abilities to work constructively with existing Board members and contribute to the Board's overall effectiveness.

When making decisions, the Board acts in the best interests of Cold Lake Primary Care Medical Clinic. To ensure balanced business decisions are reached, the Board also carefully weighs the interests of our Shareholders, customers, employees, suppliers, and communities in which we operate, including the environment, governments, regulators, and the general public.

#### **4.0 Operating Plan**

The City of Cold Lake and, by extension, the MCC – Cold Lake Primary Care Medical Clinic, are focused on ensuring patients in the region receive quality primary medical care and enhance physician recruitment efforts and approaches in the region.

There are various regulatory bodies that regulate operations in medical clinics. While the Province of Alberta provides framework legislation for healthcare under the Health Act, there are other regulations that also apply, including:

- Alberta Health Act - Statutes of Alberta, 2010 Chapter A-19.5 (Current as of January 1, 2014)
- Health Information Act - Revised Statutes of Alberta 200- Chapter H-5 (Current as of December 31, 2021)

The College of Physicians & Surgeons of Alberta (CPSA) also has a "Standard of Practice" which regulates the industry.

- <https://cpsa.ca/physicians/standards-of-practice/>





The CPSA's Standards of Practice provides a framework for competency, patient privacy, and overall clinic standards. These standards have an impact on the operations of the MCC. Further, the MCC will be required to register and achieve various licensing, including:

- Billing Facility ID (Alberta Health); and
- Business Arrangement Number (Alberta Health)

### ***Business Location***

The MCC will initially establish a primary care medical business at the following address:

5605 Glacier Gate  
Cold Lake, AB T0M 0H1

An aerial view of medical clinic has been attached as Appendix "A" for reference purposes. Based on the aerial photo, it will be noted that the Cold Lake Health Centre (Hospital) is located within one (1) block of the medical clinic. The location is very acceptable and within walking distance.

The facility is being purchased by the City of Cold Lake and transitioned to the MCC to establish a medical clinic. The facility being purchased has two (2) fully-furnished suites which include space suitable for a cohort medical clinic and a pharmacy. A diagram depicting the floor plans have been attached as Appendix "B" for reference purposes.

The space will enable any medical professional that would like to establish a practice to be located out of the medical clinic, including but not limited to doctors, specialists, and nurse practitioners. Although the MCC itself will be hosting the medical clinic with the boundaries of the City of Cold Lake, the medical professional may have clients beyond these boundaries. The medical professionals providing these services are regulated by the Government of Canada, the Province and Alberta, and the CPSA.

### ***Clinic Space***

Suite# 100 will be Cold Lake Primary Care Medical Clinic. This space is comprised of approximately 2,369 sq.ft., inclusive of 10 cohort examination rooms (one of which can function as a medical procedure room) and supporting space such as, but not limited to, reception areas, waiting rooms, a laundry room, and office spaces.

A floor plan has been attached as Appendix "B" for reference purposes.



Each of the examination/patient rooms are equipped with the necessary supporting equipment. A copy of the equipment listing as been attached as Appendix “C” for reference purposes.

### ***Pharmacy Space (Leasing)***

Suite# 101 is approximately 1,161 sq.ft. and will continue to be leased for the continuation of the existing pharmacy business. The existing tenant (North Cold Lake Ventures Ltd.) will continue to operate the pharmacy based on the terms of the existing lease agreement which is scheduled to expire in October 2027. There are provisions in the lease agreement that disclose terms for renewal.

A floor plan has been attached as Appendix “B” for reference purposes.

The leased space is regulated by the Alberta College of Pharmacy and the tenant has an obligation to operate under the College’s Standards of Practice, Code of Ethics, and related bylaws under their provincial and federal legislations.

### ***Designated Medical Director***

As the MCC itself is not a medical professional licensed by the College of Physicians & Surgeons of Alberta (CPSA). Thus, the MCC will need to have an ongoing “Designated Medical Director.” For clarity, the following provisions apply to all regulated members of the CPSA:

1. A regulated member **must** direct and take responsibility for his/her medical practice<sup>1</sup>, including:
  - a. patient care provided, including the assessment, diagnosis, treatment, advice given and [referral](#) of the patient; and
  - b. compliance with all applicable laws, regulations and standards governing the practice of medicine.
2. A regulated member **must** also direct and take responsibility for the following, except where a Medical Director has responsibility:
  - a. all non-regulated staff supervised by the regulated member by:
    - i. setting appropriate roles and responsibilities;
    - ii. ensuring appropriate qualifications; and
    - iii. overseeing performance;
  - b. all regulated staff participating in the practice by ensuring:
    - i. appropriate qualifications; and
    - ii. effective collaboration in a team-based setting;
  - c. billing for medical practice;
  - d. [advertising](#) and promotion of services;
  - e. quality assurance and quality improvements;
  - f. custody of health information, including maintenance and storage of [medical records](#);
  - g. notification to the College at least 30 days prior to:
    - i. establishing or [moving](#) the physical location of a practice<sup>2</sup>, providing the street address and services to be offered; or

- ii. initiating or resuming a service or procedure that requires [accreditation](#) and/or approval by this College, as identified in the [CPSA Standards of Practice](#) or [College bylaws](#)<sup>3</sup>; and
- h. clear identification to patients and the public coming into the practice setting of the qualifications for all care providers (e.g., nametag or notice) that includes:
  - i. for regulated healthcare professionals, their name and professional designation; and
  - ii. for non-regulated care providers, their name and job title.
- 3. Regulated members practising in a multi-physician setting<sup>4</sup> without a Medical Director **must** designate one individual to represent the practice in interactions with the College, either:
  - a. a medical lead, who is a regulated member, and accepts overall responsibility for any or all of subclasses 2(a) through (h); or
  - b. a contact person who is a regulated member.
- 4. Notwithstanding the above, clauses (2) and (3) **may not** apply to a regulated member working in a hospital or a facility operated by government or a provincial health authority.

During the transition, Dr. Imran Gauri will act as the Designated Medical Director for the MCC.

### ***Physician Agreements***

The MCC will be assuming all existing associate physician agreements. These agreements with the physicians enable the clinic to seamlessly continue to operate as a medical clinic during the transition of ownership. Doctors practicing at the Cold Lake Primary Health Clinic will include the following:

- Dr. Imran Gauri
- Dr. Hussain Aboud
- Dr. Jo-Lyndi Van Zyl
- Dr. Zaid Al-Ani
- Dr. Dyan Vatcher
- Dr. Lufuluabo “Roger” Katambua

For the most part, physicians in the region operate under what is best described as incorporated practices (or professional corporation). In Alberta, *the “Health Professions Act” allows for the practice of medicine by professional corporations under certain conditions. These include:*

- *The professional corporation must be incorporated under the Business Corporations Act.*
- *The professional corporation must obtain a permit from the College of Physicians and Surgeons – in this case, the College of Physicians & Surgeons of Alberta (CPSA).*



Further to the above, other practice types also exist including:

- Group Practice,
- Salaried Positions, or even
- Alternate Relationship Plans (ARP)

As articulated by the Alberta Medical Association, An ARP is an alternative approach to *billing the government health care insurance plan on a fee-for-service basis, you may opt for an Alternate Relationship Plan (ARP). ARPs provide physicians with set remuneration amounts in exchange for delivering:*

- *Services to a specific patient population.*
- *Services in a specific location.*
- *Services for a specific block of time.*
- *Individual physicians, physician groups or health authorities may initiate ARPs.*

Once the MCC has been established, it will need to commence recruitment efforts of physicians. These recruitment efforts can expand on the existing approaches. The MCC may also consider alternatives as noted above to best assist and accommodate physicians' expectations and lifestyle considerations.

### ***Clinic Medical Records***

Standards for medical records are outlined in various legislation including the Health Information Act - Revised Statutes of Alberta 200- Chapter H-5 (Current as of December 31, 2021), and the Code of Practice as established by the College of Physicians & Surgeons of Alberta (CPSA).

The medical records of patients are generally managed according to two (2) classifications: "Patient Record Content" and "Patient Record Retention". A copy of the current standards of practice for "Patient Record Content" and for "Patient Record Retention" have been attached as Appendix "D."

### ***Equipment***

The MCC will purchase the facility inclusive of various equipment. A generalized list of equipment has been attached as Appendix "C" for reference purposes.

This equipment will enable the clinic to seamlessly continue to operate as a medical clinic during the transition of ownership.

### ***Software***

There are various business and accounting software being used. During transition, there are no immediate changes being proposed for licenses and the MCC will take over the necessary licenses for various software. Most significantly, this will include the Telus EMR Mobile Application. Telus EMR is an electronic medical record (EMR) solution. The following link provides a summary of the EMR application:

- [https://assets.ctfassets.net/rz9m1rynx8pv/45gw5gbKjpoFVJ3LOStG2C/e4de0a4e22e8451b02ff912181e3510b/TELUS\\_EMR\\_Mobile\\_App\\_Brochure.pdf](https://assets.ctfassets.net/rz9m1rynx8pv/45gw5gbKjpoFVJ3LOStG2C/e4de0a4e22e8451b02ff912181e3510b/TELUS_EMR_Mobile_App_Brochure.pdf)

### ***Supplies***

The MCC will be taking over the existing supply's, supply chains and contacts for purchasing medical supplies. New accounts will need to be developed under the newly established Cold Lake Primary Care Medical Clinic. At the onset of establishing the MCC, accounts will be established with the following suppliers:

- Stevens Co
- Dynalife
- Cold Lake Health Centre (Alberta Health Services)

## **5.0 Corporate Assets**

Once the MCC has been established and the Cold Lake Primary Care Medical Clinic has become a legal entity, the City of Cold Lake will transfer the title for 2504 Glacier Gate (Lot 53 Block 6 Plan 182245) to the newly formed Clinic. It is understood that a mortgage will be placed on title for the value of the land to protect the City of Cold Lake's investment and interest in the land.

The value of the land and facility inclusive of the "equipment" as noted in Section 4 – Equipment (also listed in Appendix "D") is approx. \$1,850,000.

Purchase value of the land will become the initial book value to the Corporation and subject to the interest on title.

## **6.0 Budget Summary**

The main product which the MCC will be marketing and selling is "space" along with the requisite support and administrative services. The space will allow physicians, nurse practitioners, and specialists to consider space for their practices. It was also allow for various business models to be considered such as an ARP and walk-in clinics. Beyond "space," the MCC will also provide valued added administrative-support services, such as billing and collection activities on a fee-for-service basis.



The below articulates the first five (5) years of the corporation's operation and projected cashflows. This summary demonstrates that the MCC will not be dependent on the shareholders for its ongoing operations. That being said, the shareholders (being the City of Cold Lake) may continue to provide incentives that will attract medical services to the region. These incentives may, in turn, benefit the MCC.

### ***Revenues***

The Cold Lake Primary Care Clinic will derive its revenue from several available streams to supplement its operations, including leasing space for a pharmacy, hosting physician working agreements, and "fee for service" support services. Support services will include but not be limited to filing, billing, cashflow, and patient follow-up services.

The following table articulates projected revenues upon commencement of the MCC.

Table 1  
COLD LAKE PRIMARY CARE CLINIC  
PROJECTED REVENUES

	2023	2024	2025	2026	2027
Physician Associate Fees	275,000	300,000	378,000	456,000	478,800
Fees for Services	10,000	12,500	15,000	15,000	15,000
Lease Agreements	42,000	42,000	42,000	42,000	42,000
Total Revenue	327,000	354,500	435,000	513,000	535,800

The above table does not include Good and Services Tax where applicable.

The above revenue projections are a reasonable estimate and are subject to various market conditions including success in acquiring family physicians willing to relocate, move, and/or start their medical practice at the Cold Lake Primary Care Clinic. The MCC will retain the lease with the existing pharmacy which is beneficial to supplement the initial cashflow for the clinic.

The success of the MCC is based on growing the number of physicians practising at the Cold Lake Primary Care Clinic. The revenue projections include a growth factor in this regard. It will be instrumental that the MCC take a key role and attracting and acquiring physicians to the community. This includes physicians that have hospital privileges (in its current form) and those who are willing to practice without hospital privileges, if necessary. It will be necessary for the MCC to build a "Multi-Disciplined and Multi-Scoped Primary Care Team" to provide medical services to the community, its residents, and to contribute to the success of the clinic.

### *Expenses*

The operation of a medical clinic has many aspects and supporting infrastructure and legislative requirements including staffing, information technology, medical supplies, and records management.

The following table articulates projected expenses upon commencement of the MCC.

Table 2  
COLD LAKE PRIMARY CARE CLINIC  
PROJECTED EXPENSES

	2023	2024	2025	2026	2027
Designated Medical Director (Stipend)		7,500	7,500	10,000	10,000
Salaries - Regular	120,000	121,200	122,412	200,000	205,000
Employer Contributions	12,000	12,120	12,241	12,364	12,487
MCC Board Expense	12,000	12,000	12,000	12,000	12,000
Personnel Development/Training	2,000	2,000	2,000	2,000	2,000
Telephone(s)	6,000	6,060	6,121	6,182	6,244
Postage and Freight	1,500	1,500	1,500	1,500	1,500
Accounting and Audit Fees	10,000	10,000	10,000	10,000	10,000
Contracted Services	25,000	25,000	25,000	25,000	25,000
Licenses Permits & Fees	25,000	25,000	25,000	25,000	25,000
Insurance	15,000	15,225	15,453	15,685	15,920
Consumable Supplies	12,000	12,000	12,000	12,000	12,000
Banking Charges	2,000	2,000	2,000	2,000	2,000
Taxes & Utilities	45,000	45,675	46,360	47,056	47,761
Depreciation of Capital Assets	35,000	35,000	35,000	35,000	35,000
Contingency			35,000	45,000	45,000
Total Expenses	322,500	332,280	369,587	460,786	466,913

Again, the above table does not include the necessary Goods and Services Tax remittance, as required. There are also expenses relating to the Canada Revenue Agency and Workers' Compensation Board (WCB).

The above expenditure projections are a reasonable estimate and are also subject to various market conditions and the growth of the business, including expanding the number of physicians practicing at the Cold Lake Primary Care Clinic.

It is not anticipated that any shareholder payouts, dividends, or return on investments will occur during the initial five (5) years of the MCC's operations. In fact, it is recommended that initial cashflows be developed for the sustainment of the clinic and also for additional investment that might be required for the business.

The following is a conceptualized cashflow projection for the MCC.

Table 3  
COLD LAKE PRIMARY CARE CLINIC  
PROJECTED YEARLY CASHFLOW

	2023	2024	2025	2026	2027
Beginning Balance	50,000	89,500	186,220	383,353	667,699
Revenue Over Expenses	39,500	96,720	197,133	284,347	388,234
Year-End Balance	89,500	186,220	383,353	667,699	1,055,933

### ***Regulatory Financial Requirements***

Because of the fact that the MCC will become a registered business in the Province of Alberta, the MCC will be required to establish a business number with the Canada Revenue Agency. This business number will enable an account to remit the necessary Corporate Income Tax, Goods and Services Tax (GST) and payroll deductions for staffing.

### ***Financial Statements***

In accordance with Section 75.2(1) of the Municipal Government Act, the MCC will be required to submit annual audited financial statements. These financial statements must be in accordance with the Canadian Generally Accepted Accounting Principles, which are the accounting standards set out in the CPA Canada Handbook, as published by the Chartered Professional Accountant of Canada from time to time. Further requirements are set out in Section 279 of the Municipal Government Act.

The MCC will configure its books to have its fiscal year ending with the calendar year (being December 31).





### ***Financial Institution***

At this time, financial accounts have not been established nor will be MCC be “taking over” any existing accounts. Once the MCC has been established and registered in accordance with the with the Province of Alberta’s Corporate Registry Office under the Cold Lake Primary Care Medical Clinic, the MCC will establish account(s) as required with a local financial institution.

### ***Financial Sustainability and Corporate Risks***

The MCC will not affect the City of Cold Lake’s financial viability. As articulated above, there is no reliance on the City of Cold Lake for ongoing financial support, nor will the business be making an impact on the revenue or expenses of the City on a on-going basis. The start-up costs and initial investments have been budgeted for by the City of Cold Lake.

There are various risks associated with operation of the MCC that need to be considered and reviewed on an ongoing basis, including:

- IT Cybersecurity Risks - A medical clinic facilitates sensitive information on patient health and contact information. A cybersecurity risk is the threat of a malicious attack on the MCC to gain access to the network, corrupt data, or steal information. Cybersecurity risk management is a significant investment however the damages to corporation can also be substantial. It will be essential for the MCC to take proactive steps in regards to cybersecurity risks and maintain insurance policies to help mitigate damages if issues arise.
- Compliance Risks - This is a risk to a the MCC’s reputation or finances that is a result of the MCC violation of regulatory requirements. These issues may result in the MCC paying regulatory or as a result, losing client base.
- Reputational Risks - Damage to reputation is a risk to the MCC’s public reputation and goodwill. These types of damages may result in a lack of confidence from the public and/or shareholders (being the City of Cold Lake).
- Legal Risks – There are three (3) types of risks that should be considered legal risks to the MCC.
  - Regulatory Risk – Further to the compliance risk, there are risks that compliance or regulatory issues may lead to withdrawals of operating licenses and approvals. There will be various levels of regulatory requirements including those established by the Government of Canada, the Province of Alberta, and the College of Physicians and Surgeons of Alberta.
  - Contractual Risks – The MCC will have various agreements with suppliers, contractors and the physicians. Liability exposures occur when there are disputes in contractual obligations.

- Dispute Risks – Disputes can arise when a conflict involves a client, community stakeholder, or members of the public disrupts a business' process.
- Operational Risks – There are various operational risks including (but not limited to), damages to assets, employee errors, failed equipment, supply chain disruptions. These risks can be mitigated with ongoing best practices but still pose a risk nonetheless.
- Human Resource Risks – The MCC will have to hire and maintain staffing as required to deliver various support services. Risks can arise from employees' failure to perform their duties in the workplace. There are also risk that include health issues, theft, and fraud. It will be advisable for the MCC to adopt and implement an ongoing process of review of various Corporate and Human Resources Policies.

## **7.0 Corporate Policies and Procedures**

The MCC will need to establish a Bylaw that relate generally to the transaction of the business and affairs of the MCC. This bylaw must correspond with the agreed Unanimous Shareholder Agreement. Bylaw No. 1 has been attached as Appendix “H” for reference purposes. Subject to any changes relating to the make of the MCC, changes may be required to the proposed bylaw. The following is an example of such:

- The current proposed make-up of the MCC’s Board of Directors include two (2) elected officials and three (3) members of the public. The City could choose not to have any elected official representation however there is a fear of loss of political control over the operations. Therefore, a legal connection can be made between the municipality and the MCC such that if the City imposes a type of policy (such as HR policy, use of technology policy, audit policy, etc.), the MCC must follow it.

At this time, the MCC has been structured whereby the authorities have been delegated.

The MCC will also inherit and/or adopt various corporate policies for the operations of the medical clinic. The following high-level written policies have been previously established:

- Clinic Privacy Charter
- Privacy Impact Assessment (PIA) Policy
- Occupational Health and Safety Policy
- PORA – Privacy requirement for NetCare Policy
- Infection Prevention & Control Standards Policy

## 8.0 **Human Resources Plan**

In an effort to ensure seamless customer service for the physicians and patients attending the clinic, the MCC will be inheriting the exiting staff and reporting mechanisms at the clinic. This approach is important as there is experience using existing systems and corporate depth that should be transferred to the MCC. This process is fairly typical in take overs of more sophisticated organizations. Once transition is complete, changes can be made and implemented as required.

### ***Key Employees***

The MCC, in establishing the medical clinic, will require various key staff.

- Business Administrator – This position can be a contact position who provides overall business oversight including Accounts Receivable, Accounts Payable, Staff Hiring-Terminating, Privacy Officer, Bookkeeping, Liaison to Clinic Accountant to attend to Fiscal Year End; Cash Management, Physician Contracts, EMR Management, ConnectCare & NetCare Liaison (Information Manager).
- Clinic Lead (CL) - Responsible for Staffing/Physician Clinic Schedules; Liaison between staff & physicians; Third party cash management; Inventory (both medical and office supplies; responsible to maintain protocols and policies for clinic infection and prevention control and upholding clinic privacy charter. Other duties and responsibilities as required.
- Medical Office Assistants (MOA) – There will be the need for three (3) MOA's. One (1) full-time position and two (2) available on an on-call, casual basis. The number of MOAs will vary pending the number of physicians practicing out of the clinic. All MOAs are trained by a certified college in their profession. MOAs have reception and other duties as well.

### ***Organizational Structure***

Upon the formation of the newly formed MCC, the organizational structure has been attached as Appendix “E” for reference purposes.

### ***Policies and Procedures***

Subject to the create of the MCC, the Board of Directors will have to establish Human Resource Policies to which all staffing will be required to adhere. The objectives of Human Resources Policies are to:

- Promote safe, efficient and fiscally responsible work practices.
- Promote harmonious relations in the workplace.
- Promote positive relations between workers, supervisors and managers.



- Promote improved services to the public.
- Continued improvement of workplace conditions.

Upon establishment of the MCC, the Board of Director will need to review, finalize, and adopt such policies and any other Human Resources policies deemed necessary by the Board of Directors and/or legislation. The following table outlines the Framework for the MCC's Human Resource Handbook.

Table 4  
COLD LAKE PRIMARY CARE MEDICAL CLINIC  
HUMAN RESOURCE POLICY HANDBOOK

SECTION	DESCRIPTION
1	Code of Conduct
2	Freedom of Information & Protection of Privacy
3	Dress Code
4	Probationary Period
5	Training and Development
6	Performance Management
7	Hours of Operation
8	Payroll
9	Wage Premiums
10	General Holidays
11	Vacation
12	Sick Leave
13	Benefits
14	Workers' Compensation
15	Health and Safety
16	Expense Reimbursement
17	Disciplinary Action & Termination of Employment
18	Paid Leaves of Absences
19	Unpaid Leave of Absence Policy
20	Workplace Violence Prevention Policy
21	Workplace Harassment and Discrimination Prevention Policy

Subject to the City of Cold Lake delegating responsibility for policy development relating to Human Resources in accordance with the “Unanimous Shareholder Agreement” and Corporate “Bylaw No. 1” to the Cold Lake Primary Care Medical Clinical, the MCC will adopt the necessary Human Resource Policies. Once adopted these policies will be attached as Appendix “F” for reference purposes.

## 9.0 Action Plan

The following table depicts the initial action for the implementation of the Cold Lake Primary Care Medical Clinic:

Table 5  
COLD LAKE PRIMARY CARE MEDICAL CLINIC  
ACTION PLAN TASKS

	TASK DESCRIPTION	TENTATIVE AND/OR TARGET DATES
1	<p>Present the draft “COLD LAKE PRIMARY CARE MEDICAL CLINIC” Business Plan to Council’s Corporate Priorities Committee.</p> <p>(IN-CAMERA)</p> <p>Subject to the <u>initial</u> review of the draft business plan, Council’s Corporate Priorities Committee may recommend that Council support business plan and establish a public hearing in accordance with the Section MGA s.75.1(3) and MCCR s.3.</p>	DECEMBER 20, 2022
2	<p>Present the “COLD LAKE PRIMARY CARE MEDICAL CLINIC” Business Plan to City Council.</p> <p>Subject to Council supporting Council’s Corporate Priorities Committee’s recommendation, Council may consider a motion to direct administration to establish a Statutory Public Hearing in accordance with the Section MGA s.75.1(3) and MCCR s.3. Notice to the public shall be given in accordance with Sections 230 and 606 of the MGA.</p>	JANUARY 10, 2022



	<u>The Business Plan must be made available to the public no less the 30 days prior to the date of the Statutory Public Hearing.</u>	
3	Host the Statutory Public Hearing  The Public Hearing is intended to increase public engagement and transparency prior to municipalities forming a business under the Business Corporations Act. The Public Hearing will provide the public with the opportunity to speak to the proposed MCC.	JANUARY 24, 2022
4	Subject to the outcome of the Public hearing Council may pass a motion establishing the MCC in accordance with MGA s.75.1(2)	FEBRUARY 14, 2022
THE FOLLOWING ARE SUBJECT TO COUNCIL PASSING A MOTION ESTABLISHING THE MCC FOR THE COLD LAKE PRIMARY CARE MEDICAL CLINIC		
5	The City of Cold Lake must notify the Minister of Municipal Affairs within 60 days of Council in accordance with MCCR s.2	MARCH 3, 2022
6	The City of Cold Lake may initiate a process to obtain expressions of interest from individuals interested being on the Board of Director's.	MARCH 8, 2022
7	The City of Cold Lake may establish its documents to incorporate the MCC under the Business Corporations Act and register the new corporation. (Assistance by Legal Counsel will be required)	MARCH 15, 2022
8	The MCC should host an Annual General Meeting in accordance with its bylaws.	TBA
9	Once the MCC has been formally established under the Business Corporations Act, the City of Cold Lake may make agreements to transfer assets to the MCC.	TBA
10	The MCC will need to apply for the following, as required: <ul style="list-style-type: none"> <li>• Billing Facility ID (Alberta Health); and</li> <li>• Business Arrangement Number (Alberta Health)</li> </ul>	TBA
11	The MCC will need to review and adopt initial Corporate and Human Resource Policies.	TBA

12	The MCC will need to establish a bank account with a financial institution and establish signing authorities.	TBA
13	The MCC will need to establish business numbers and accounts with the Canada Revenue Agency (CRA).	TBA
14	The MCC will need to establish an account with Workers' Compensation Board (WCB).	TBA
15	Launch of the new "COLD LAKE PRIMARY CARE MEDICAL CLINIC" under the newly established MCC.	TBA

## **10.0 Appendices**

*Appendix "A" Legislated MCC Business Plan Requirements*

*Appendix "B" Aerial View of Medical Clinic*

*Appendix "C" Medical Clinic and Pharmacy Floor Plan*

*Appendix "D" Equipment Inventory*

*Appendix "E" CPSA Standards of Practice for Medical Records*

*Appendix "F" Organizational Structure*

*Appendix "G" Draft Employee Handbook*

*Appendix "H" Corporate Bylaw and Policies*

*Appendix "I" Unanimous Share Holder Agreement*

APPENDIX “A”  
Table of Legislated MCC Business Plan Requirements

MUNICIPAL GOVERNMENT ACT		
SECTION	REQUIREMENTS	RESPONSE
75.1(3) (a)	Before a council passes a resolution under subsection (2)(a) the council must consider a business plan that address the matters referred to in Subsection (4)	This business plan includes the requirements the various requirements of the act and associated regulation. The requirements are summarized below.
75.1(3) (b)	Before a council passes a resolution under subsection (2)(a) the council must hold a public hearing in accordance with the regulations.	Subject to Council’s consideration of the Business Plan a public hearing will be scheduled as noted in Section 9 referred to as the Implementation Plan.
75.1(4) (a)	The matters to be addressed in a business plan referred to in 75.1(3) (a) include the costs related to establishing the controlled or obtaining control of the corporation.	The City of Cold Lake estimates \$100,000 to fund the necessary expenses to form the MCC. This includes legal fees, registration fees, consulting fees (e.g. development of unanimous shareholder agreement), public advertising fees. The City of Cold Lake has allocated funding to cover the costs associated with the establishment of the MCC.
75.1(4) (b)	The matters to be addressed in a business plan referred to in 75.1(3) (a) include the value of any assets of the municipality or group of municipalities that are to be transferred to the corporation.	As stated in Section 5, Once the MCC has been established and the Cold Lake Primary Care Medical Clinic has become a legal entity, the City of Cold Lake will transfer the title for 2504 Glacier Gate (Lot 53 Block 6 Plan 182245) to the newly formed Clinic. It is understood that a mortgage will be placed on title for the value of the land to protect the City of Cold Lake’s investment and interest in the land.  The value of the land and facility inclusive of the “equipment” as noted in Section 4 – Equipment (also listed in Appendix “D”) is \$1,850,000.
75.1(4) (c)	The matters to be addressed in a business plan referred to in 75.1(3) (a) include a cash flow projection for the next 3 years of the corporation’s operation.	Section 6 of the Business Plan provide a financial summary for the first five (5) years of the corporation’s operation and project cashflows.
75.1(4) (d)	The matters to be addressed in a business plan referred to in 75.1(3) (a) include the corporation’s financial statements and operating	The City of Cold Lake is not taking control of an existing entity to create an MCC and therefore no

	and capital budget's for the most recent 5 years, or if the corporation has existed for less than 5 years, the financial statements and operating and capital budgets for each year it has existed.	historical financial statements are available from that perspective.
75.1(4) (e)	The matters to be addressed in a business plan referred to in 75.1(3) (a) include any other information prescribed by the regulations	The following table outlines the requirements of the Municipally Controlled Corporation Regulation.

MUNICIPALLY CONTROLLED CORPORATION REGULATION		
4(a)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include the services the corporation intends to provide.	<p>Outlined in Section 2, the City of Cold Lake will be establishing the "Cold Lake Primary Care Medical Clinic" as an MCC. The MCC will own and operate a primary medical clinic of which will be charged with hosting, recruitment and staffing of a primary care medical clinic including the attraction and retention of family physicians for residents that reside in the region.</p> <p>The MCC will own and operate clinic space where by physicians may practice their medical services. The clinic will provide physicians with:</p> <ul style="list-style-type: none"> <li>• Cohort Medical Examination Rooms Space(s)</li> <li>• Medical Examination Equipment</li> <li>• Medical Office Assistant Services</li> <li>• Reception and Appointment Services</li> <li>• Hosting of Electronic Medical Record Services</li> <li>• Patient Document Management</li> </ul> <p>The MCC will be tooled to provide additional value-added services including client billing and collection activities on a fee for service basis.</p>
4(b)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include the names of the shareholders of the corporation.	Outlined in Section 3 and the draft "Unanimous Share Holder Agreement" attached as Appendix "I", the City of Cold Lake will be the only shareholder of the MCC at this time.
4(c)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include the	Outlined in Section 4, The space will enable any medical professional that would like to establish a practice to

	geographical locations in and outside Alberta in which the corporation intends to provide services.	located out of the medical clinic including but not limited to doctor, specialists, nurse practitioner. Although, the MCC itself will be hosting the medical clinic with the boundaries of the City of Cold Lake, the medical professional may have clients beyond these boundaries. The medical professionals providing these services are regulated by the Government of Canada, Province and Alberta, and the CPSA.
4(d)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include any potential environmental, financial, labour or other liability risk in the controlling the corporation.	As articulated in Section 6, there are various risks for the MCC including (but limited to): <ul style="list-style-type: none"> <li>• IT Cybersecurity Risks</li> <li>• Compliance Risks</li> <li>• Reputational Risks</li> <li>• Legal Risks</li> <li>• Regulatory Risks</li> <li>• Contractual Risks</li> <li>• Dispute Risks</li> <li>• Operational Risks</li> <li>• Human Resource Risks</li> </ul> It will be advisable for the MCC to adopt and implement an ongoing process of review of various Corporate and Human Resources Policies to mitigate risks and exposure to damages.
4(e)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include information demonstrating that the corporation will not be dependent on the shareholders for its ongoing operations.	Section 6 of the Business Plan provide a financial summary for the first five (5) years of the corporation's operation and project cashflows. This summary demonstrates that the MCC will not be dependent on the shareholder's for its ongoing operations.  That being said, the shareholder's (being the City of Cold Lake) may continue to provide incentives that will attract medical services to the region. These incentives may in turn benefit the MCC.
4(f)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include the impact of controlling the corporation on each municipality's financial viability.	The MCC will not affect the City of Cold Lake's financial viability. As articulated in Section 6, there is no reliance on the City of Cold Lake for ongoing support financial nor the business making any impact to the revenue and/or expenses to the City on a going basis.



		The start-up costs and initial investments have been budgeted for by the City of Cold Lake.
4(g)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include, in the case of a corporation that intends to provide utility services, a project rate structure.	<p>The MCC is not intending to provide utility services and therefore no projected rate structure has been included in the Business Plan.</p> <p>That being said, as the rates relate to doctors practicing in Alberta, doctors are typically independent contractors (professional corporations). With that, for the most part, doctors are paid on a fee-for-service basis directly from Alberta Health, according to a payment scheme negotiated by the profession. In addition, doctors are able to earn income from other public (e.g. worker compensation) and private (e.g. automobile insurance) payers.</p> <p>Doctors in Alberta also have payment arrangements including Primary Care Networks (PCNs) of which also exist in Cold Lake.</p>
4(f)	For the purpose of Section 75.1(4) (e) of the Act, a business plan must include a market impact analysis if municipal control of the corporation would result in competition with similar services provided by the private sector.	<p>No “formal” market impact analysis has been completed however Section 2 - Business Context in Primary Health Care touches on the market from two (2) perspectives:</p> <ul style="list-style-type: none"> <li>• Release Estate/Space</li> <li>• Physician Professional Associations</li> </ul> <p>The MCC is not providing “medical” services in its self, this is being done by the practitioners who of which have professional corporations (private business) and are only licensing furnished “space” to operate their business. Other than the two (2) Clinics in the Cold Lake Health Centre under Alberta Health Services, there are no other private sector providers that are currently providing furnished and licensed medical clinic space.</p> <p>As each practitioner generally has their own professional corporations, the number of physicians in the community seem to be weigh heavy and does not come without</p>

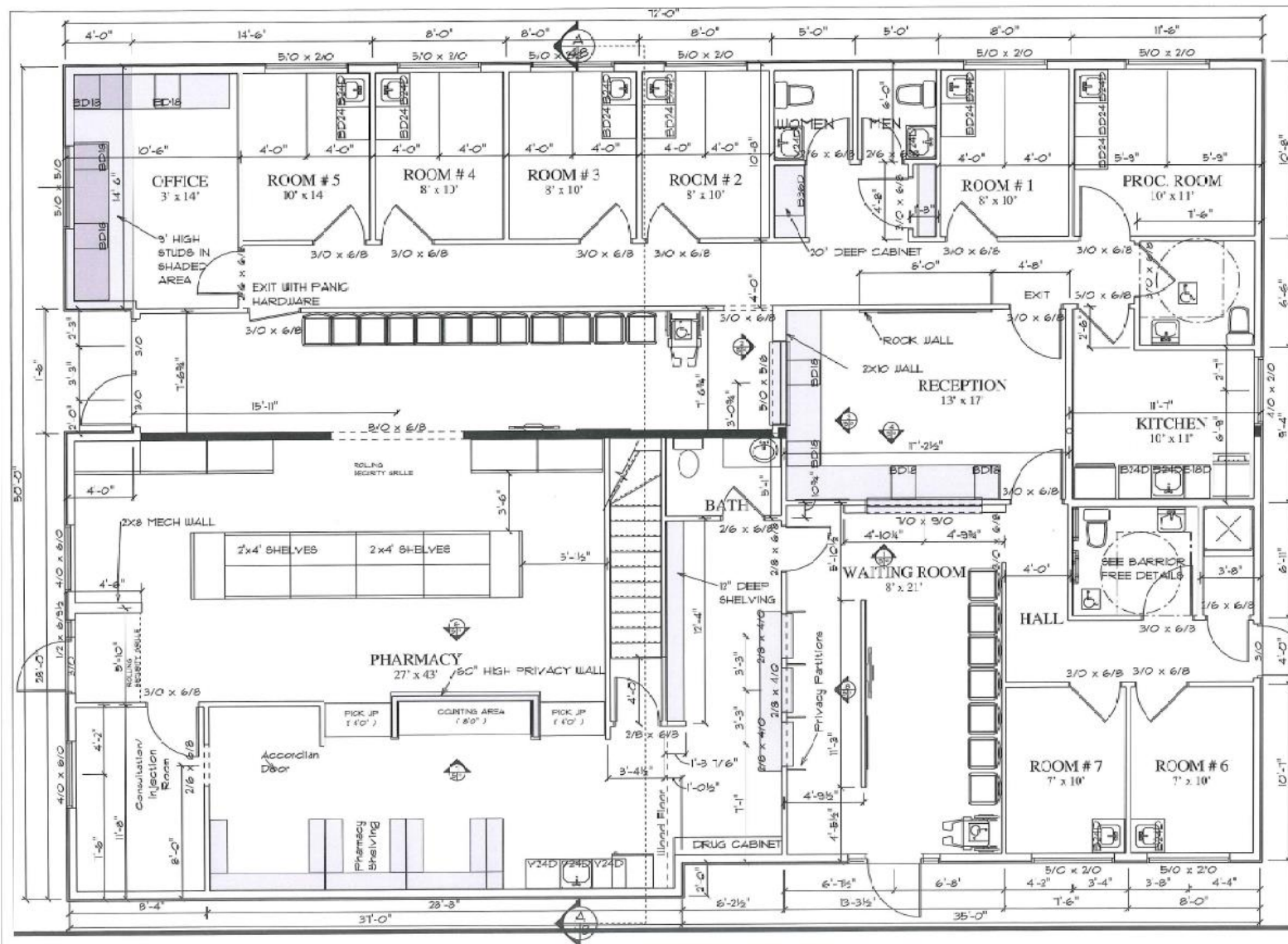
		<p>conflict from some of the physicians. In contrast, some physician's expression concerns relating to not having enough physicians in the community and suffer burn out (not just from the recent nation's recent realization of doctor shortage). None-the-less, there is a clear need for family doctors within the region and a clear need to have licensed medical clinic space available for such doctors.</p>
--	--	--

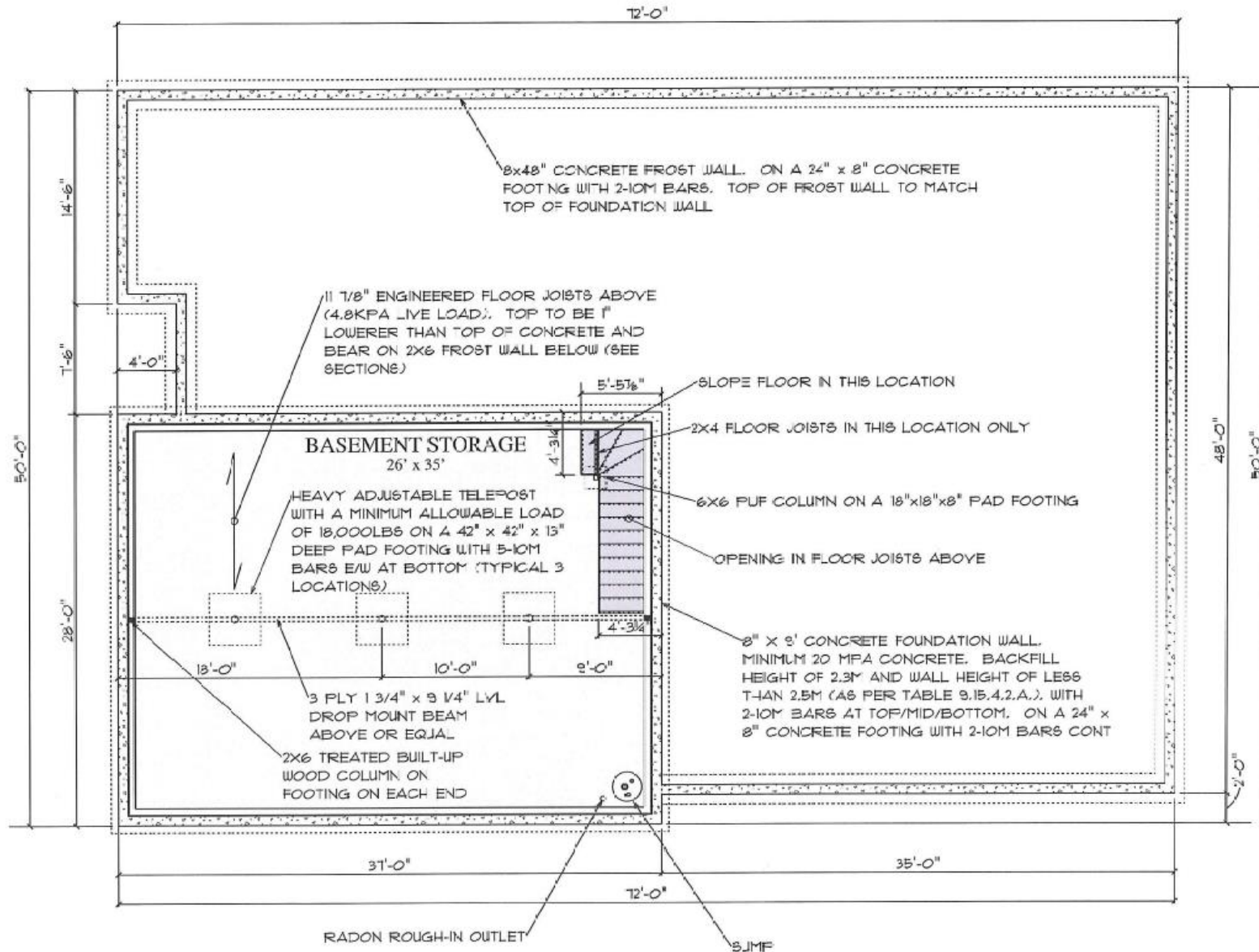
APPENDIX “B”  
AERIAL VIEW OF MEDICAL CLINIC





APPENDIX "C"  
MEDICAL CLINIC AND PHARMACY FLOOR PLAN





# FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

APPENDIX “D”  
EQUIPMENT INVENTORY

DESCRIPTION	QUANTITY
Table Exam Base	7
Table Top (Blue)	2
Chrome Footstools	8
Vag Spec Disp System with Charging Station	1
Speculum Vag S	5
Speculum Vag M	5
Speculum Vag L	5
Mobile BP	1
Mobile BP Stand	1
BP Cuff - Child	1
Exam Glove S	12
Exam Glove M	15
Exam Glove L	15
Transformer Wall Unit	8
Lubricant Gel	6
Table Exam Power Hi-Lo	1
Table Paper	1
Underpad	1
Syringe & Needle Hypo	1
Tape Measure Infant	1
Reusable Drapes	30
Doppler Audio Fetal Sonotrax	1
Tape Measure Body Meter Wall Mounted	1
Snellen Eye Chart	1
Needle Hypo 25	1
Baby Scale	1
Needle Hypo 18	1
Dispenser Glove Box	2
Sharps Collectors	10
Dewar Storage Vessel - Nitrogen	1
Dispenser Cryo Liquid Nitrogen	1
Gown Cloth Patient Blue	12
Doppler Vascular Sonotrax	1
Scale Floor Digital	1

DESCRIPTION	QUANTITY
Seamless Upholstery Table Top	5
Digital Thermometer	1
Brother HLL237ODW	8
Brother MFC-L5600DW	1
Black Rolling Stool	8
Chrome/Black Stacking Chair	40
Montessa Black Chairs	4
Dymo Label Printer	1
LW Address Labels	4
Microcut Shredder	1
Surge Protector	3
Energy Save Srge 7 Outlet	3
Fujitsu Scanner	1
Speculum Otolaryngoscope Dispenser	1
Tongue Depressors	10
Alcohol Prep	8
Test Pregnancy	1
Test Urine Multistix	5
Mask Face Procedure	10
Hardsurface Wipes	12
Applicator Silver Nitrate	1
Speculum Otolaryngoscope	1
Glove Dispenser	8
Specimen Containers	1
Dressing Adhesive Strip Fabric	1
AED Defibrillator	1
Urine Analyzer	1
Dymo Label Printer	1
Hand Sanitizer Rub	4
Specimen Containers	1
Exam Beds	2
Stools	2
Baby Scale	1
Blood Pressure Mobile Unit	1



APPENDIX “E”  
CPSA STANDARDS OF PRACTICE FOR MEDICAL RECORDS



STANDARDS OF PRACTICE

# Patient Record Content

Under Review: No  
Issued By: Council: January 1, 2010 (*Patient Records*)  
Reissued by Council: July 1, 2011; January 1, 2016 (*Patient Record Content*  
and *Patient Record Retention*)



The **Standards of Practice** of the College of Physicians & Surgeons of Alberta ("CPSA") are the **minimum** standards of professional behavior and ethical conduct expected of all regulated members registered in Alberta. Standards of Practice are enforceable under the **Health Professions Act** and will be referenced in the management of complaints and in discipline hearings. CPSA also provides **Advice to the Profession** to support the implementation of the Standards of Practice.

The **Patient Records** standard was split into **Patient Record Content** and **Patient Record Retention** in January 2016. Please refer to both standards for all expectations related to patient records.

1. A regulated member who provides assessment, advice and/or treatment to a patient **must**:
  - a. document the encounter in a patient record (paper or electronic);
  - b. ensure the patient record is:
    - i. an accurate and complete reflection of the patient encounter to facilitate continuity in patient care;
    - ii. legible and in English;
    - iii. compliant with relevant legislation and institutional expectations; and
    - iv. completed as soon as reasonable to promote accuracy.
2. A regulated member **must** ensure the patient record contains:
  - a. clinical notes for each patient encounter including:
    - i. presenting concern, relevant findings, assessment and plan, including follow-up when indicated;

**Terms used in the Standards of Practice:**

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Content



- ii. prescriptions issued, including drug name, dose, quantity prescribed, directions for use and refills issued;
  - iii. tests, referrals and consultations requisitioned, including those accepted and declined by the patient; and
  - iv. interactions with other databases such as the Alberta Electronic Health Record (Netcare);
- b. information pertaining to the **consent process**;
  - c. a cumulative patient profile (CPP) contextual to the **physician-patient relationship** (the longer and more complex the relationship the more extensive should be the record) detailing:
    - i. patient identification (i.e., name, address, phone number, personal health number, contact person in case of emergencies);
    - ii. current medications and treatments, including complementary and alternative therapies;
    - iii. allergies and drug reactions;
    - iv. ongoing health conditions and identified risk factors;
    - v. medical history, including family medical history;
    - vi. social history (e.g., occupation, life events, habits);
    - vii. health maintenance plans (immunizations, disease surveillance, screening tests); and
    - viii. date the CPP was last updated;
  - d. laboratory, imaging, pathology and consultation reports;
  - e. operative records, procedural records and discharge summaries;
  - f. any communication with the patient concerning the patient's medical care, including unplanned face-to-face contacts;

**Terms used in the Standards of Practice:**

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Content





- g. a six-year history of patient billing encounter data as required by Alberta Health (identifying type of service, date of service and fee(s) charged); and
  - h. a record of missed and/or cancelled appointments.
3. Notwithstanding clause (2) a regulated member **may** indicate that the required documents are available in Netcare or other database that can be reliably accessed for the length of time the record must be maintained.
  4. A regulated member **may** amend or correct a patient record in accordance with the [Health Information Act \(HIA\)](#) through an initialed and dated addendum or tracked change including the following circumstances:
    - a. the correction or amendment is routine in nature, such as a change in name or contact information;
    - b. to ensure the accuracy of the information documented; or
    - c. at the request of a patient identifying incomplete or inaccurate information.
  5. Notwithstanding (4c), a regulated member **may** refuse to make a requested correction or amendment to a patient record in accordance with the **HIA**.
  6. A regulated member **may** append additional information to a patient record in accordance with the **HIA**.

#### Terms used in the Standards of Practice:

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Content



#### RELATED STANDARDS OF PRACTICE

- [Continuity of Care](#)
- [Episodic Care](#)
- [Non-Treating Medical Examinations](#)
- [Patient Record Retention](#)
- [Referral Consultation](#)
- [Telemedicine](#)

#### COMPANION RESOURCES

- Advice to the Profession:
  - [Episodic Care](#)
  - [Electronic Communications & Security of Mobile Devices](#)
  - [Lost or Stolen Medical Records](#)
  - [Telemedicine](#)
  - [Transition to Electronic Medical Records](#)
- [CMPA's Smartphone recordings by patients](#)
- [CMPA's eLearning Modules](#)
- [CMPA's Medical records articles](#)
- [HQCA's Abbreviations in healthcare](#)
- [OIPC's Communicating with patients via email – know the risks](#)
- [OIPC's Email communication FAQs](#)

#### Terms used in the Standards of Practice:

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Content





## STANDARDS OF PRACTICE

# Patient Record Retention

Under Review: No  
Issued By: Council: January 1, 2010 (*Patient Records*)  
Reissued by Council: July 1, 2011; January 1, 2016 (*Patient Record Content*  
and *Patient Record Retention*)



The **Standards of Practice** of the College of Physicians & Surgeons of Alberta ("CPSA") are the **minimum** standards of professional behavior and ethical conduct expected of all regulated members registered in Alberta. Standards of Practice are enforceable under the **Health Professions Act** and will be referenced in the management of complaints and in discipline hearings. CPSA also provides **Advice to the Profession** to support the implementation of the Standards of Practice.

The **Patient Records** standard was split into **Patient Record Content** and **Patient Record Retention** in January 2016. Please refer to both standards for all expectations related to patient records.

1. A regulated member **must** ensure a patient record<sup>1</sup>:
  - a. is compliant with relevant legislation;
  - b. is stored in a manner that protects patient confidentiality through administrative, technical and physical safeguards;
  - c. is under the custody and control of a custodian as defined in the **Health Information Act (HIA)**;
  - d. is retrievable and available for authorized sharing within a reasonable time period to facilitate continuity of patient care; and
  - e. facilitates the:
    - i. collection of data for quality improvement activities; and
    - ii. sharing of standardized data sets to the Alberta Electronic Health Record (Netcare) or equivalent.

<sup>1</sup> Refers to either a paper-based or electronic record.

**Terms used in the Standards of Practice:**

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Retention



2. A regulated member acting as a custodian<sup>2</sup> **must** have policies and procedures in place in accordance with the **HIA** that:
  - a. includes an information manager agreement, if an information manager has been identified;
  - b. establishes processes for the retention, protection, access, disclosure and secure destruction of patient health information; and
  - c. clarifies roles, expectations and accountabilities of all parties.
3. A regulated member acting as a custodian who shares patient information with other custodian(s) **must** have an information sharing agreement that clarifies access, transfer and return of patient records.
4. A regulated member acting as a custodian **must** designate a successor custodian<sup>3</sup> to ensure the retention and accessibility of patient records in the event the regulated member is unable to continue as custodian.
5. A regulated member **must** complete a **privacy impact assessment**<sup>4</sup> prior to changing or implementing any administrative practice or information system relating to the collection, use and disclosure of individually identifiable patient health information.
6. A regulated member **must** ensure patient records are retained and accessible for a minimum of:
  - a. ten (10) years from the date of last record entry for an adult patient; and
  - b. ten (10) years after the date of last record entry for a minor patient, or two years after the patient reaches or would have reached the age of eighteen (18), whichever is longer.
7. At the request of a patient, a regulated member **must** provide the patient with timely access to the patient's record in accordance with the **HIA**.

<sup>2</sup> Regulated members are designated custodians under the **Health Information Regulation**.

<sup>3</sup> Reference: **Health Information Act**, Section 35(1)(q)

<sup>4</sup> Reference: **Health Information Act**, Section 64

**Terms used in the Standards of Practice:**

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Retention



8. A regulated member **may** charge a fee in accordance with the **HIA** for providing a patient with a copy of the patient's record.
9. A regulated member **must not** charge a fee for providing another healthcare provider with limited patient information.

#### RELATED STANDARDS OF PRACTICE

- [Closing or Leaving a Medical Practice](#)
- [Continuity of Care](#)
- [Episodic Care](#)
- [Non-Treating Medical Examinations](#)
- [Patient Record Retention](#)
- [Referral Consultation](#)
- [Relocating a Medical Practice](#)
- [Telemedicine](#)

#### COMPANION RESOURCES

- Advice to the Profession:
  - [Physicians as Custodians](#)
  - [Electronic Communications & Security of Mobile Devices](#)
  - [Lost or Stolen Medical Records](#)
  - [Transition to Electronic Medical Records](#)
- [Are You Up to Standard? Patient Record Retention](#)
- [Custody of Patient Records form](#)
- [Generic Information Management Agreement template](#)
- [Vendor Information Management Agreement template](#)
- [Information Sharing Agreement for Electronic Medical Records sample](#)
- [PCN Information Sharing Agreement template](#)
- [Disclosure Agreement sample](#)
- [CMPA's Electronic Records Handbook](#)
- [CMPA's Smartphone recordings by patients](#)
- [OIPC's Privacy Impact Assessments](#)

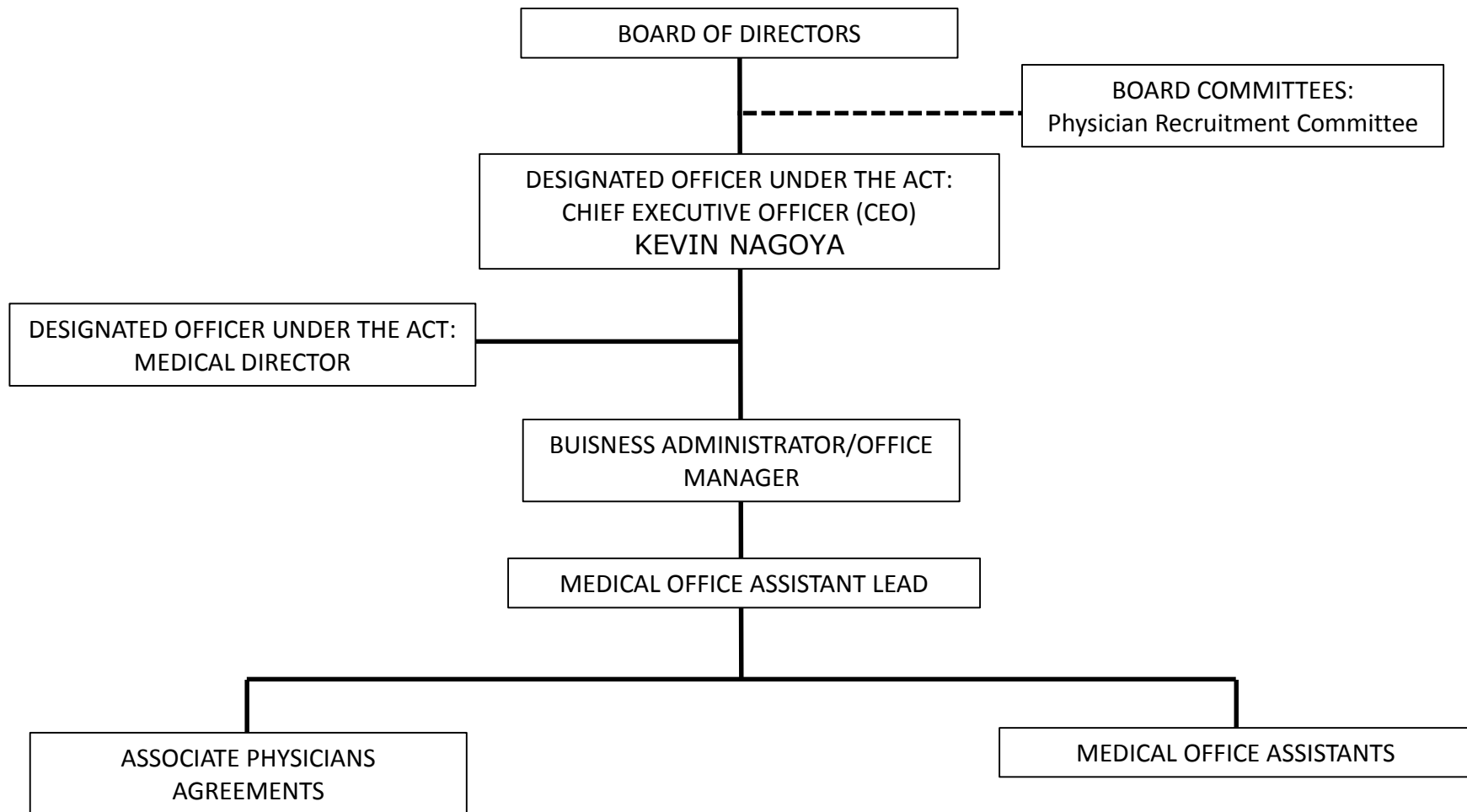
---

#### Terms used in the Standards of Practice:

- "Regulated member" means any person who is registered or who is required to be registered as a member of this College. The College regulates physicians, surgeons and osteopaths.
- "Must" refers to a mandatory requirement.
- "May" means that the physician may exercise reasonable discretion.
- "Patient" includes, where applicable, the patient's legal guardian or substitute decision maker.

Patient Record Retention

APPENDIX “F”  
ORGANIZATIONAL STRUCTURE





APPENDIX “G”  
DRAFT EMPLOYEE HANDBOOK

Subject to the City of Cold Lake delegating responsibility for policy development relating to Human Resources in accordance with the Unanimous Shareholder Agreement and the Bylaw No. 1 to the Cold Lake Primary Care Medical Clinical, the MCC will adopt the necessary Human Resource Policies.

INTENTIONALLY LEFT BLANK

APPENDIX “H”  
CORPORATE BYLAWS AND POLICIES

INTENTIONALLY LEFT BLANK

**COLD LAKE PRIMARY CARE MEDICAL CLINIC LTD.  
(THE "CORPORATION")**

**BYLAW NO.1**

**TABLE OF CONTENTS**

<b>SECTION 1 - INTERPRETATION .....</b>	<b>3</b>
1.01 DEFINITIONS.....	3
1.02 USE OF DESCRIPTOR WORDS.....	4
1.03 BYLAWS SUBJECT TO THE ACT .....	4
1.04 CONFLICT BETWEEN BYLAWS AND USA.....	4
1.05 EFFECT OF HEADINGS.....	4
1.06 EFFECTIVE DATE .....	4
<b>SECTION 2 - BOARD OF DIRECTORS.....</b>	<b>4</b>
2.01 BOARD OF DIRECTORS .....	4
2.02 COMPOSITION OF BOARD OF DIRECTORS.....	4
2.03 DUTY OF CARE OF BOARD OF DIRECTORS .....	4
<b>SECTION 3 - BOARD POSITIONS .....</b>	<b>5</b>
3.01 ELECTION OF CHAIRPERSON.....	5
3.02 CHAIRPERSON OF THE BOARD .....	5
3.03 VICE-CHAIRPERSON OF THE BOARD.....	6
<b>SECTION 4 - BOARD MEETINGS.....</b>	<b>6</b>
4.01 FREQUENCY AND NUMBER OF BOARD OF DIRECTORS .....	6
4.02 CALLING OF DIRECTOR MEETINGS.....	7
4.03 NOTICE OF DIRECTOR MEETING .....	7
4.04 QUORUM FOR MEETING .....	7
4.05 VOTING ON MATTERS.....	7
4.06 CASTING VOTE.....	7
4.07 AGENDA FOR DIRECTOR MEETINGS.....	8
4.08 PARTICIPATION VIA TELECOMMUNICATION .....	8
4.09 MEETINGS TO BE HELD IN PUBLIC .....	8
4.10 WRITTEN RESOLUTION IN LIEU OF A MEETING.....	8
<b>SECTION 5 - BOARD COMMITTEES .....</b>	<b>8</b>
5.01 COMMITTEES OF DIRECTORS.....	8
5.02 MEMBERSHIP OF COMMITTEES .....	9
5.03 COMMITTEE ADVISORIES.....	9
<b>SECTION 6 - BOARD MATTERS (ADMINISTRATIVE).....</b>	<b>9</b>
6.01 MINUTES .....	9
6.02 CORPORATE SEAL .....	9
6.03 EXECUTION OF DOCUMENTS.....	9
<b>SECTION 7 - OFFICERS.....</b>	<b>10</b>

7.01 APPOINTMENT OF OFFICER POSITIONS.....	10
7.02 RESTRICTION ON OFFICER POSITIONS.....	10
7.03 POWERS AND DUTIES OF CHIEF ADMINISTRATIVE OFFICER.....	10
7.04 REMOVAL AND DISCHARGE OF OFFICERS.....	11
7.05 TERM OF OFFICE .....	11
<b>SECTION 8 - SHAREHOLDER MEETINGS .....</b>	<b>11</b>
8.01 MEETING.....	11
8.02 NOTICE OF MEETING.....	12
8.03 AGENDA FOR SHAREHOLDER MEETINGS.....	12
8.04 CALLING OF SPECIAL SHAREHOLDER MEETINGS .....	12
8.05 SHAREHOLDER QUORUM .....	12
8.06 TELECOMMUNICATION MEETINGS .....	12
8.07 PERSONS ENTITLED TO BE PRESENT AT MEETINGS.....	12
8.08 NOTICE OF ADJOURNED MEETING .....	13
8.09 CHAIRPERSON OF SHAREHOLDER(S) MEETINGS .....	13
8.10 CHAIRPERSON'S DECLARATION AS TO VOTE .....	13
8.11 VOTING BY BALLOT .....	13
8.12 SCRUTINEERS.....	14
8.13 PROXY.....	14
8.14 WRITTEN RESOLUTION IN LIEU OF A MEETING.....	14
<b>SECTION 9 - PECUNIARY INTERESTS AND CONFLICTS OF INTEREST.....</b>	<b>14</b>
9.01 PECUNIARY INTEREST .....	14
9.03 DISCLOSURE OF PECUNIARY INTEREST.....	16
9.04 EFFECT OF PECUNIARY INTEREST ON AGREEMENTS.....	16
<b>SECTION 10 - GENERAL MATTERS.....</b>	<b>17</b>
10.01 INDEMNIFICATION OF DIRECTORS OR OFFICERS FOR OTHER CORPORATIONS ON BEHALF OF CORPORATION.....	17
10.02 INDEMNIFICATION OF OTHERS .....	17
10.03 RIGHT OF INDEMNITY NOT EXCLUSIVE.....	18
10.04 BYLAW AMENDMENT .....	18
10.05 NOTICES .....	18
10.06 WAIVER OF NOTICE .....	18
10.07 SIGNATURE ON NOTICE.....	18
10.08 SURRENDER OF SHARES ON CONTINUANCE .....	18
10.09 COUNTERPART DOCUMENTS.....	18
10.10 SOLICITORS AUTHORIZATION.....	18

**COLD LAKE PRIMARY CARE MEDICAL CLINIC LTD.  
(THE "CORPORATION")**

**BYLAW NO. 1**

A bylaw relating generally to the transaction of the business and affairs of the Corporation.

**BE IT ENACTED** as a bylaw of the Corporation as follows:

**SECTION 1 - INTERPRETATION**

**1.01 Definitions**

In these and other bylaws of the Corporation, unless the context otherwise requires:

- (a) "Act" means the *Business Corporations Act* of the Province of Alberta, and any statute that may be substituted therefor, as from time to time amended;
- (b) "appoint" includes "elect" and vice versa;
- (c) "Articles" mean the articles of incorporation of the Corporation and any amendments thereto that may have been made from time to time, as filed with the corporate registrar;
- (d) "Board" means the board of the Directors of the Corporation, acting in accordance with the Act, the Articles, these Bylaws, and the USA;
- (e) "Bylaws" means this bylaw and all other bylaws of the Corporation from time to time in force and effect;
- (f) "Committee" means any committee of the Board that is struck from time to time;
- (g) "Corporation" means the corporation which has adopted these Bylaws and to which the same apply;
- (h) "Director" means a person appointed as a director of the Corporation, as contemplated within the Articles, these Bylaws and the Act, and "Directors" means two (2) or more of them;
- (i) "Director's Family" means a Director's Spouse or adult interdependent partner, the Director's children, the parents of the Director and the parents of the Director's Spouse or adult interdependent partner;
- (j) "Distributing Corporation" has the meaning given to it within the *Business Corporations Act*;
- (k) "Municipality" mean the City of Cold Lake;
- (l) "Officer" means a person appointed as an officer of the Corporation, as contemplated within the Articles, these Bylaws and the Act, and "Officers" means two (2) or more of them;
- (m) "Shareholder" means a shareholder of the Corporation;
- (n) "Spouse" means the husband or wife of a married person but does not include a spouse who is living separate and apart from the person if the person and spouse have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.

- (o) "Telecommunication" means any means or mode of electronic communication at a meeting that permits each participant to hear all other participants and to be heard by all participants;
- (p) "Third Party Corporation" has the same meaning as ascribed to the term "corporation" in the *Business Corporations Act*; and
- (q) "USA" means that Unanimous Shareholder Agreement amongst the Shareholder(s) of the Corporation, as it is amended from time to time.

**1.02 Use Of Descriptor Words**

Words and expressions defined in the Act have the same meanings when used in the Bylaws. Words importing the singular number include the plural and vice versa; words importing gender include masculine, feminine and neuter genders. Without limiting the generality of the foregoing, a reference to the Board shall include a sole Director when the Corporation has only a sole Director.

**1.03 Bylaws Subject to the Act**

The Bylaws are subject to the provisions of the Act, unless the Act otherwise specifically provides.

**1.04 Conflict Between Bylaws and USA**

The Bylaws are subject always to the provisions of the Articles and the USA and in the event of conflict between the provisions of any Bylaws and provisions of the Articles and/or the USA, the provisions of the Articles and/or the USA shall prevail.

**1.05 Effect Of Headings**

The headings used in this bylaw are inserted for convenience of reference only and do not affect the interpretation of this bylaw or any part hereof.

**1.06 Effective Date**

The Bylaws shall come into force when enacted by the Board in accordance with the Act.

**SECTION 2 - BOARD OF DIRECTORS**

**2.01 Board of Directors**

Subject to the USA, the Directors shall manage or supervise the management of the business and affairs of the Corporation.

**2.02 Composition of Board of Directors**

The Board of Directors shall be appointed in accordance with the USA..

**2.03 Duty of Care of Board of Directors**

- (a) Subject to the USA, the Act and at law generally, every Director in exercising the Director's powers and discharging the Director's duties shall:
  - (i) act honestly and in good faith with a view to the best interests of the Corporation, and

- (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (b) Every Director shall comply with this Act, the regulations, the Articles, these bylaws and the USA.

### **SECTION 3 - BOARD POSITIONS**

#### **3.01 Election of Chairperson**

- (a) The Board shall elect, from amongst their number the following positions:
  - (i) the Chairperson of the Board; and
  - (ii) the Vice-Chairperson of the Board;
 plus any other positions on the Board, that the Board determines is necessary at the first regular meeting of the Board of each calendar year.
- (b) The Board may exercise respectively such powers and authority and shall perform such duties, in addition to those specified in these Bylaws, as may from time to time be prescribed by the Board.
- (c) The Board, in their discretion, may remove any person elected in Section 3.01, with or without cause, at any time. Notwithstanding the removal of any Director from the position in Section 3.01, this removal does not remove the Director as being a Director on the Board.
- (d) Each person appointed by the Board in this Section 3.01 shall hold office until:
  - (i) a successor is appointed by the Board;
  - (ii) his/her resignation; or (iii) his/her removal by the Board.
 whichever first occurs.
- (e) For clarity, the people elected pursuant to this Section 3.01 are not Officers, but remain Directors.

#### **3.02 Chairperson of the Board**

Without limiting anything contained in this Bylaw, the Chairperson of the Board shall:

- (a) preside over each regular meeting, special meeting and the annual meeting of the Board and of the Shareholders, and in doing so be the chairperson of such meetings;
- (b) vote on all matters before the Board;
- (c) be an ex-officio member of all Committees of the Corporation. Notwithstanding the membership ex-officio of any Committee:
  - (i) the Chairperson of the Board shall not have any voting rights at any Committee meeting unless the Chairperson of the Board is appointed by the Board to be a member of the Committee; and
  - (ii) the Chairperson of the Board shall not be a chairperson of the Committee unless the members of the Committee agree that the Chairperson of the Board shall be the chairperson of the Committee; and

- (d) either:
  - (i) attend at all meetings of the Board and Committees of the Board for the purposes of being the recording secretary of the meeting; or
  - (ii) otherwise ensure that a recording secretary is present at such meetings;
 and shall therefore enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
- (e) to the extent not delegated to the Chief Administrative Officer or another officer as designated by the Board;
  - (i) attend and be the secretary at all meetings of the Shareholder(s), and shall enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
  - (ii) be the custodian of the corporate seal, if any, of the Corporation and shall have charge of all books, papers, reports, certificates, records, documents, registers and instruments belonging to the Corporation;
  - (iii) be responsible for registering or filing of, or causing to be registered or filed, all reports, certificates and all of the documents required by law to be registered or filed by the Corporation;
  - (iv) keep or cause to be kept proper accounting records in compliance with the Act and shall be responsible for the deposit of monies and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or other depositories as the Board may from time to time designate;
  - (v) shall be responsible for the disbursement of the funds of the Corporation; and
  - (vi) render to the Board, whenever so directed, an account of all financial transactions and of the financial position of the Corporation;
- (f) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Board.

#### **3.03 Vice-Chairperson of the Board**

The Vice-Chairperson of the Board shall:

- (a) have the powers of the Chairperson of the Board, in the absence or inability of the Chairperson of the Board to discharge its duties;
- (b) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Board.

### **SECTION 4 - BOARD MEETINGS**

#### **4.01 Frequency and Number of Board of Directors**

The Board, by resolution, may establish the date and number of regular meetings of the Board held during a calendar year, however, there shall be not less than two (2) regular meetings per year.

**4.02 Calling of Director Meetings**

The Chairperson of the Board:

- (a) may call a meeting of the Board at the discretion of the Chairperson of the Board; and
- (b) shall call a meeting upon receipt of written request by at least two (2) Directors. Upon receipt of a written request as stated, the Chairperson of the Board shall call this meeting within no less than forty five (45) days of receipt of this request, or sooner should the circumstances reasonably require this.

**4.03 Notice of Director Meeting**

Notice of the time and place of every Board meeting shall be given to each Director personally, by telephone, by facsimile transmission, or by electronic mail with a read receipt notifying the sender that the email has been read, not less than forty-eight (48) hours before the time fixed for the holding of such Board meeting, provided that any Board meeting may be held at any time and place without such notice if:

- (a) all the Directors are present thereat and signify their waiver of such notice at such meeting; or
- (b) all the Directors present thereat signify their waiver of such notice and all the Directors that are absent have signified their consent to the meeting being held in their absence.

A notice of a meeting of the Board must specify the purpose or the business to be transacted at the meeting.

**4.04 Quorum for Meeting**

A quorum of Directors shall be constituted when a simple majority of the Board attends.

**4.05 Voting on Matters**

- (a) Subject to both Section 4.09 of the Bylaws and anything contained to the contrary in the USA, all matters put to the Board shall be decided by a majority vote. For clarity, any matter that is subject a tie vote shall be defeated.
- (b) At every Board meeting every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result by the show of hands, a poll is demanded by at least one (1) Director.
- (c) If a poll is demanded in the manner above mentioned, it shall be taken forthwith without adjournment and the result of such poll shall be deemed to be the resolution of the Board at which the poll was demanded. The recording secretary of the Board meeting shall cause to be entered into the minutes of the Board meeting, how each Director voted with respect to the matter that was voted on by such poll.
- (d) Subject to a poll vote in Section 4.05(c), a declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost, shall be conclusive and an entry to that effect in the book of proceedings of the Board shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favor of, or against such resolution.

**4.06 Casting Vote**

Subject to the USA, in the case of an equality of votes at a meeting of the Board, no person shall have a second or casting vote in addition to his/her original vote.

**4.07 Agenda for Director Meetings**

The Chairperson of the Board shall establish the agenda for any meeting of the Board. The attendees of a meeting of either the Board shall adopt the agenda at the beginning of the meeting and may, upon agreement of a majority of those Directors present at the meeting, add or delete items from the agenda.

**4.08 Participation via Telecommunication**

A Director may participate in a meeting of the Board or of a Committee of Directors by Telecommunication and a Director participating in a meeting by those means is deemed to be present at the meeting.

**4.09 Meetings to be Held in Public**

A meeting of the Shareholders of the Corporation may be held in the absence of the public if the subject-matter being considered is in the best interests of the Corporation to be considered in the absence of the public, or concerns something that would be ordinarily excluded pursuant to the terms of the *Freedom of Information and Protection of Privacy* which includes, but is not limited to the following:

- (a) the security of the property of the Corporation;
- (b) personal information of an individual, including an employee of a Corporation;
- (c) a proposed or pending acquisition or disposition of property by or for a Corporation;
- (d) labour relations or employee negotiations; or
- (e) a law enforcement matter, litigation or potential litigation, including matters before administrative tribunals affecting the Corporation;

and no other subject-matter is considered in the absence of the public, subject to Section 4.10 of these Bylaws.

**4.10 Written Resolution in Lieu of a Meeting**

Section 117 of the Act permits a written resolution of the Board in lieu of holding a meeting.

Accordingly, a resolution or resolutions signed by all of the Directors, as such, without meeting together, whether embodied in the form of minutes of a meeting of Directors or not, shall be valid and effectual as if passed at a meeting of the Board duly called and constituted and shall be entered into the minute book of the Corporation accordingly, and may relate back to any date therein stated to be the effective date thereof. A Director may signify his/her assent to such resolution or resolutions in writing or by means of Telecommunication with respect to which a written record is made.

**SECTION 5 - BOARD COMMITTEES****5.01 Committees of Directors**

Unless otherwise ordered by the Board, each Committee of Directors shall have power to fix its quorum at not less than a majority of its members, to elect its chairperson of each Committee and to regulate its own procedures.



The terms of reference for the foregoing Committees shall be established by each Committee and ratified by the Board, from time to time and as needed.

#### **5.02 Membership of Committees**

Without limiting anything in these Bylaws, the Chairperson of the Board shall be a member ex-officio of all Committees. Notwithstanding that the Chairperson of the Board shall be a member ex officio of all Committees:

- (a) the Chairperson of the Board shall not have voting rights at any Committee meeting unless the Chairperson of the Board is appointed to a Committee as a member of the Committee; and
- (b) the Chairperson of the Board shall not be a chairperson of the Committee unless the members of the Committee agree that the Chairperson of the Board shall be the chairperson of the Committee.

#### **5.03 Committee Advisories**

Subject always to the provisions of the USA and the directives of the Board, any Committee may seek out and utilize people who are not directors to attend meetings of the Committee and provide an advisory function for the Committee and its members. For clarification, and without restricting the foregoing, such individual(s) shall not be deemed or implied to be members of the Committee by virtue of such attendance, and shall not vote upon any business or affairs of the particular Committee.

### **SECTION 6 - BOARD MATTERS (ADMINISTRATIVE)**

#### **6.01 Minutes**

- (a) The Board shall cause all minutes of the meeting of the Board or a written resolution thereof to be entered into the minute book of the Corporation within thirty (30) days of the formal adoption of the minutes of the meeting or written resolution. The minutes of each meeting of the Board shall be approved at the next meeting of the Board, where reasonably possible.
- (b) The Board shall prepare and circulate amongst the Board for review and consideration, draft minutes of the most recent meeting of the Board within thirty (30) days after said meeting.

#### **6.02 Corporate Seal**

The Board may adopt and change a corporate seal which shall contain the name of the Corporation and the Board may cause to be created as many duplicates thereof as the Board shall, from time to time, determine.

#### **6.03 Execution of Documents**

Subject always to the restrictions or requirements of the USA:

- (a) the Board by resolution may from time to time direct the manner in which, and the person or persons, by whom, any particular instrument or class of instruments or documents may or shall be signed;
- (b) in the absence of a Board resolution, but subject always to the USA, any particular instrument or class of instruments must be signed on behalf of the Corporation by:
  - (i) any one Director; and
  - (ii) together with either the Chief Administrative Officer or his/her designate;

or if the Corporation is authorized to have and has only one Director, then by any such person acting alone.

- (c) subject to the execution of the instrument by the representative(s) of the Corporation duly authorized under the Act, the USA and these Bylaws, any Director or Officer may affix the corporate seal to any instrument requiring the same.

### **SECTION 7 - OFFICERS**

#### **7.01 Appointment of Officer Positions**

The Board shall appoint the Chief Administrative Officer and such other officer that the Board desires, from time to time.

#### **7.02 Powers and Duties of Chief Administrative Officer**

The Chief Administrative Officer shall, subject always to the delegation of responsibilities to contractors, consultants and/or employees of the Corporation:

- (a) be president, chief operating officer and chief administrative officer of the Corporation and subject to the authorities of the Board shall have supervision of the business and affairs of the Corporation and shall have such other additional powers and duties as the Board may specify from time to time;
- (b) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, either:
  - (i) attend at all meetings of the Board and Committees of the Board for the purposes of being the recording secretary of the meeting; or
  - (ii) otherwise ensure that a recording secretary is present at such meetings;
 and shall therefore enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
- (c) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer:
  - (i) attend and be the secretary at all meetings of the Shareholder(s) for the purposes of being the recording secretary of the meeting and shall enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
  - (ii) be the custodian of the corporate seal, if any, of the Corporation and shall have charge of all books, papers, reports, certificates, records, documents, registers and instruments belonging to the Corporation;
  - (iii) be responsible for registering or filing of, or causing to be registered or filed, all reports, certificates and all of the documents required by law to be registered or filed by the Corporation;
  - (iv) keep or cause to be kept, proper accounting records in compliance with the Act and shall be responsible for the deposit of monies and other valuable effects of the Corporation in



the name and to the credit of the Corporation in such banks or other depositories as the Board may from time to time designate;

- (v) be responsible for the disbursement of the funds of the Corporation; and
- (vi) render to the Board, whenever so directed, an account of all financial transactions and of the financial position of the Corporation;
- (d) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, give or cause to be given as and when instructed, all notice to Shareholder(s), the Board, Officers, Auditors and members of Committees of the Board;
- (e) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, provide operational reports or other statements as to the affairs of the Board, as the Board may require from time to time;
- (f) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, certify any documents of the Corporation except when some other Officer or agent has been appointed for any such purpose;
- (g) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, ensure that the policies and programs of the Corporation are implemented;
- (h) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, advise and inform the Board on the operations and affairs of the Corporation; and
- (i) to the extent such duties are not accepted by the Chairperson of the Board or otherwise delegated by the Chief Administrative Officer, carry out any lawful direction of the Board from time to time.

#### **7.03 Removal and Discharge of Officers**

The Board, in its discretion, may remove any Officer, with or without cause, at any time, unless the resolution or contract providing for the appointment of such Officer stipulates otherwise. Each Officer appointed by the Board shall hold office until a successor is appointed, or until his/her earlier resignation or removal by the Board.

#### **7.04 Term of Office**

Each Officer appointed in these Bylaws shall hold office until:

- (a) a successor is appointed by the Board;
- (b) his/her resignation; or
- (c) his/her removal by the Board,

whichever first occurs.

### **SECTION 8 - SHAREHOLDER MEETINGS**

#### **8.01 Meeting**

In no case shall an annual Shareholder meeting be called later than fifteen (15) months from the last preceding annual Shareholder(s) meeting.

#### **8.02 Notice of Meeting**

Written notice of the annual Shareholder meeting shall be provided to the Shareholder(s) by mail postmarked, facsimile transmission or electronic mail with a read receipt not less than twenty one (21) days prior to the date of the annual Shareholder meeting.

#### **8.03 Agenda for Shareholder Meetings**

The Chairperson of the Board shall establish the agenda for any meeting of the Shareholder(s). The attendees of a meeting of the Shareholder(s) shall adopt the agenda at the beginning of the meeting and may, upon agreement of a majority of those Shareholder(s) present at the meeting, add or delete items from the agenda.

#### **8.04 Calling of Special Shareholder Meetings**

The Chairperson of the Board shall call a special meeting of the Shareholder(s) upon receipt of a request from no less than five (5%) percent of the issued shares of the Corporation.

#### **8.05 Shareholder Quorum**

- (a) A quorum is present irrespective of the number of persons actually present at the meeting, if the holder or holders of no less than 2/3rds of all the issued Shares entitled to vote at the meeting are present in person or represented by proxy.
- (b) If a quorum is present at the opening of a meeting of shareholders the Shareholders present may proceed with the business of the meeting, notwithstanding that a quorum is not present throughout the meeting.
- (c) If a quorum is not present at the opening of a meeting of the Shareholders, the Shareholders present may adjourn the meeting to a fixed time and place but may not transact any other business.

#### **8.06 Telecommunication/Virtual Meetings**

Any representative of a Shareholder(s) or any other person entitled to attend a meeting of Shareholder(s) may participate in the meeting by means of telephone, video or other communication facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

#### **8.07 Persons Entitled to be Present at Meetings**

- (a) The following persons are entitled to be present at a meeting of the Shareholder(s):
  - (i) those representatives of the Shareholder(s) entitled to vote thereat;
  - (ii) the Directors;
  - (iii) the auditor of the Corporation;

- (iv) others who, although not entitled to vote, are entitled or required under any provision of the Act or these Bylaws to be present at the meeting; and
  - (v) those people as entitled to attend pursuant to Section 18 of the *Freedom of Information and Protection of Privacy Regulation*, A.R. 186/2008, as may be amended from time to time.
- (b) A meeting of a the Shareholders of the Corporation may be held in the absence of the public only as permissible pursuant to *Freedom of Information and Protection of Privacy Act* if the subject-matter being considered in the absence of the public concerns it, which may include, but not be limited to:
- (i) the security of the property of the Corporation;
  - (ii) personal information of an individual, including an employee of a Corporation;
  - (iii) a proposed or pending acquisition or disposition of property by or for a Corporation;
  - (iv) labour relations or employee negotiations; or
  - (v) a law enforcement matter, litigation or potential litigation, including matters before administrative tribunals affecting the Corporation;
- and no other subject-matter is considered in the absence of the public.

#### 8.08 Notice of Adjourned Meeting

If a meeting of Shareholder(s) is adjourned by one or more adjournments for an aggregate of less than 30 days, not less than five days' notice of the time and place of the adjourned meeting shall be given to those persons entitled to receive such notice as provided by the Act.

#### 8.09 Chairperson of Shareholder(s) Meetings

The chairperson of any meeting of the Shareholder(s) shall be the first mentioned of such of the following persons as have been appointed and who is present at the meeting of the Corporation:

- (a) the Chairperson of the Board; and
- (b) the Vice-Chairperson of the Board.

If no such Officer is present within fifteen minutes from the time fixed for the holding of the meeting of the Shareholder(s), the persons present and entitled to vote shall choose one of their number then present to be chairperson of that meeting.

#### 8.10 Chairperson's Declaration as to Vote

At any meeting, unless a ballot is demanded, a declaration by the chairperson of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or portion of votes recorded in favour of or against the motion.

#### 8.11 Voting by Ballot

- (a) If a ballot is demanded by any person entitled to vote at a Shareholder(s) meeting and the demand is not withdrawn, the ballot so demanded shall be taken in such manner as the chairperson of the meeting shall direct. Upon a ballot each person who is entitled to vote at the meeting upon the

question, shall vote that number of votes provided by the Act, USA or the articles, as the case may be.

- (b) The declaration by the chairperson of the meeting that the vote upon the question has been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority and an entry in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number of proportion of votes recorded in favour of or against any resolution or question.

#### 8.12 Scrutineers

The chairperson of any meeting of the Shareholder(s) may appoint one or more scrutineers to count and report upon the results of the voting.

#### 8.13 Proxy

The form of proxy by which a proxy holder may be appointed for any meeting of the Shareholder(s) shall be in the following form or in any other appropriate form accepted by the chairperson of the meeting:

##### "Proxy"

*The undersigned, being a Shareholder of Cold Lake Primary Care Medical Clinic Ltd., hereby nominate, constitute and appoint \_\_\_\_\_, or in the absence of \_\_\_\_\_, \_\_\_\_\_ as the undersigned's attorney, representative and/or proxy holder with full power and authority to attend, vote and otherwise act for the undersigned, in the undersigned's name and behalf at the annual (or special) meeting of Shareholder(s) of the Corporation, to be held at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_ and at any and all adjournments thereof, with full power of substitution, and*

*The undersigned hereby revokes all other proxies given by, which might be used in respect of such meeting and any and all adjournments thereof.*

Given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
[Name of Shareholder]

Per:

\_\_\_\_\_

#### 8.14 Written Resolution in Lieu of a Meeting

Section 141 of the Act permits a written resolution of the Shareholders in lieu of holding a meeting. Section 18 of the *Freedom of Information and Protection of Privacy Regulation*, A.R. 186/2008 provides an exception for the need to hold meetings in public if another statute dictates that such meetings need not be held in public.

Accordingly, a resolution or resolutions signed by all of the Shareholders who are entitled to vote on such meeting, as such, without meeting together, whether embodied in the form of minutes of a meeting of Shareholders who are entitled to vote on such meeting or not, shall be valid and effectual as if passed at a meeting of the Shareholders who are entitled to vote on such meeting duly called and constituted and shall be entered into the minute book of the Corporation accordingly, and may relate back to any date therein stated to be the effective date thereof. A Shareholder may signify its assent to such resolution or resolutions in writing or by means of Telecommunication with respect to which a written record is made.

#### SECTION 9 - PECUNIARY INTERESTS AND CONFLICTS OF INTEREST

**9.01 Pecuniary Interest**

- (a) Subject to Section 9.01(c), a Director has a pecuniary interest in a matter if:
  - (i) the matter could monetarily affect the Director or an employer of the Director, or
  - (ii) the Director knows or should know that the matter could monetarily affect the Director's family.
- (b) For the purposes of Section 9.01(a), a person is monetarily affected by a matter if the matter monetarily affects:
  - (i) the person directly;
  - (ii) a Third Party Corporation, other than a distributing corporation, in which the person is a shareholder, director or officer;
  - (iii) a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the Third Party Corporation or of which the person is a director or officer, or
  - (iv) a partnership or firm of which the person is a member.
- (c) A Director does not have a pecuniary interest by reason only of any interest:
  - (i) that the Director, an employer of the Director or a member of the Director's family may have as an elector, taxpayer or utility customer of the Municipality;
  - (ii) that the Director or a member of the Director's family may have by reason of being appointed by the council of the Municipality as a director of a company incorporated for the purpose of carrying on business for and on behalf of the Municipality or by reason of being appointed as the representative of the council of any of the Municipality on another body;
  - (iii) that the Director or member of the Director's family may have with respect to any allowance, honorarium, remuneration or benefit to which the Director or member of the Director's family may be entitled by being appointed by the council of the Municipality to a position described in Section 9.01(c)(ii);
  - (iv) that the Director may have with respect to any allowance, honorarium, remuneration or benefit to which the Director may be entitled by being a Director;
  - (v) that the Director or a member of the Director's family may have by being employed by the Government of Canada, the Government of Alberta or a federal or provincial Crown corporation or agency, except with respect to a matter directly affecting the department, corporation or agency of which the Director or family member is an employee;
  - (vi) that a member of the Director's family may have by having an employer, other than the Municipality, that is monetarily affected by a decision of the Municipality;
  - (vii) that the Director or a member of the Director's family may have by being a member or director of a non-profit organization as defined in Section 241(f) of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as this may be amended from time to time or a service club;

- (viii) that the Director or member of the Director's family may have:
    - (A) by being appointed as the volunteer chief or other volunteer officer of a fire or ambulance service or emergency measures organization or other volunteer organization or service; or
    - (B) by reason of remuneration received as a volunteer member of any of those voluntary organizations or services;
  - (ix) of the Director, an employer of the Director or a member of the Director's family that is held in common with the majority of electors of the Municipality or, if the matter affects only part of the Municipality, with the majority of electors in that part;
  - (x) that is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Director; or
  - (xi) that a Director may have by discussing or voting on a bylaw that applies to businesses or business activities when the Director, an employer of the Director or a member of the Director's family has an interest in a business, unless the only business affected by the bylaw is the business of the Director, employer of the Director or the Director's family.
- (d) Sections 9.01(c)(vii) and 9.01(c)(viii) do not apply to a Director who is an employee of an organization, club or service referred to in those clauses.

**9.02 Disclosure of Pecuniary Interest**

- (a) When a Director has a pecuniary interest in a matter before the Board, a committee of the Board or any other body to which the Director is appointed as a representative of the Corporation, the Director must, if present:
  - (i) disclose the general nature of the pecuniary interest prior to any discussion of the matter;
  - (ii) abstain from voting on any question relating to the matter;
  - (iii) subject to Section 9.02(c), abstain from any discussion of the matter; and
  - (iv) subject to Sections 9.02(b) and 9.02(c), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.
- (b) If the matter with respect to which the Director has a pecuniary interest is the payment of an account for which funds have previously been committed, it is not necessary for the Director to leave the room.
- (c) If a Director is temporarily absent from a meeting when a matter in which the Director has a pecuniary interest arises, the Director must immediately on returning to the meeting, or as soon as the Director becomes aware that the matter has been considered, disclose the general nature of the Director's interest in the matter.
- (d) The abstention of a Director under Section 9.01(a) and the disclosure of a Director's interest under Section 9.01(a) or Section 9.01(c) must be recorded in the minutes of the meeting.
- (e) If a Director has disclosed a pecuniary interest at a Board committee meeting and the Board considers a report of the Board committee in respect of which the Director disclosed a pecuniary

interest, the Director must disclose the pecuniary interest at the Board meeting and Section 9.01(a) applies to the Director.

### **9.03 Effect of Pecuniary Interest on Agreements**

No agreement with the Corporation under which a Director has a pecuniary interest, is binding on the Corporation unless:

- (a) the agreement is for work in an emergency;
- (b) the agreement is:
  - (i) for the sale of goods;
  - (ii) for the provision of services to the Corporation or to persons contracting with the Corporation;
  - (iii) at competitive prices by a dealer in those goods or services that is incidental to or in the ordinary course of the business;
  - (iv) the proposed agreement is approved by the Board before the agreement is signed by the Corporation; or
  - (v) the agreement was entered into before the term of the Director started.

## **SECTION 10 - GENERAL MATTERS**

### **10.01 Indemnification of Directors or Officers for Other Corporations on behalf of Corporation**

- (a) Except in respect of an action by or on behalf of the Corporation or body corporate to procure a judgment in its favour, the Corporation shall indemnify a Director, Officer, a former Director, a former Officer or a person who acts or acted at the Corporation's request as a Director or Officer of a body corporate of which the Corporation is or was a Shareholder or creditor, and his/her heirs and legal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he/she is made a party by reason of being or having been a Director or Officer of that Corporation or body corporate, if:
  - (i) he/she acted honestly and in good faith with a view to the best interests of the Corporation; and
  - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he/she had reasonable grounds for believing that his/her conduct was lawful.
- (b) The Corporation may with the approval of the Court indemnify a person referred to in subparagraph (a) in respect of an action by or on behalf of the Corporation or body corporate to procure a judgment in its favour, to which he/she is made a party by reason of being or having been a Director of the Corporation or body corporate, against all costs, charges and expenses reasonably incurred by him in connection with the action if he/she fulfils the conditions set out in subparagraphs (a)(i) and (ii).

### **10.02 Indemnification of Others**

Subject to Section 10.01(a) hereof, the Corporation may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or

proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he/she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, agent of or participant in another corporation, partnership, joint venture, trust or other enterprise, against expenses (including legal fees), judgments, fines in any amount actually and reasonably incurred by him in connection with such action, suit or proceeding if the Board determines that:

- (a) he/she acted honestly and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, he/she had reasonable grounds for believing that his/her conduct was lawful.

### **10.03 Right of Indemnity not Exclusive**

The provisions for indemnification contained in this Section 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaws, USA, vote of Shareholder(s) or disinterested Directors or otherwise both as to acting in an official capacity and as to acting in any other capacity while holding such office and shall continue as to a person who has ceased to be a Director and shall enure to the benefit of the heirs and legal representatives of such person.

### **10.04 Bylaw Amendment**

The Bylaws may only be made, amended or repealed as stipulated in the USA.

### **10.05 Notices**

In addition to any other method of service permitted by the Act any notice or document required by the Act, the regulations, the Articles or the Bylaws may be sent to any person entitled to receive same in the manner set out in the Act for service upon a Shareholder or director and by any means of Telecommunication with respect to which a written record is made. A notice sent by means of Telecommunication shall be deemed to have been given on the first business day after the date upon which the written record is made.

### **10.06 Waiver of Notice**

Any Shareholder (or its duly appointed proxy holder), Director, Officer, auditor or member of the Corporation may waive the requirement to give or the time for any notice required to be given to it under any provision of the Act, the regulations thereunder, the Articles, the Bylaws or otherwise, and such waiver or abridgment, whether given before or after the meeting or other event of which the notice is required to be given, shall cure any defect in the giving or in the time of such notice as the case may be. Any such waiver as aforesaid shall be in writing for the waiver to be valid. Additionally, the attendance at any meeting of the Shareholders, the Directors or the Corporation itself shall be deemed to constitute a waiver of the notice of the meeting and to abridge the time thereof.

### **10.07 Signature on Notice**

The signature to any notice to be given by the Corporation may be lithographed, written, printed or otherwise mechanically reproduced.

### **10.08 Surrender of Shares on Continuance**

Where this bylaw has become effective on the issue of a certificate of continuance for the Corporation the Board may require a member to surrender his/her share certificate for the purpose of having it cancelled and replaced by a new share certificate that complies with the Act.



**10.09 Counterpart Documents**

Any resolution in writing may be executed in counterpart and shall thereupon be binding upon the person or persons whose signatures appear thereon subject to the execution of one or more similar counterparts to be executed in the aggregate by the remaining person or persons named or referred to therein.

**10.10 Solicitors Authorization**

The solicitors for the Corporation, as its agents, are authorized to, without further action or authorization from the Corporation, its Board, or Officers, as the case may be, execute and file with Alberta Corporate Registry or any other similar entity, whether in or outside of the Province of Alberta, any and all documents contemplated by the *Business Corporations Act* or any other applicable legislation or regulation, including but not limited to, a Notice of Change of Address.

Enacted by the Board as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

As evidenced by the signature of the Chief Administrative Officer of the Corporation endorsed below.

\_\_\_\_\_  
Chief Administrative Officer

APPENDIX “I”  
UNANIMOUS SHARE HOLDER AGREEMENT

INTENTIONALLY LEFT BLANK

**UNANIMOUS SHAREHOLDER AGREEMENT**  
(the "USA")

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**CITY OF COLD LAKE**  
(hereinafter collectively referred to as the "City")

AND:

**COLD LAKE PRIMARY CARE MEDICAL CLINIC LTD.**  
a body corporate duly incorporated pursuant to the laws of the  
Province of Alberta,  
(hereinafter referred to as the "Corporation")

**OF THE FIRST PART**

**OF THE SECOND PART**

WHEREAS:

- A. The parties wish to enter into this Agreement for the purpose of defining and qualifying their respective rights and obligations to each other and the terms and conditions under which they will carry on their activities under the corporate structure of the Corporation;
- B. The City wishes to create the Corporation for the purpose of operating the Facilities such that the Corporation can provide the Services to its Consumers;
- C. The MGA requires all municipalities who acquire shares in a corporation incorporated pursuant to the Act to enter into a unanimous shareholder agreement which addresses those matters as set forth both in the MGA and in the Regulation, namely that the USA must address the following matters:
  - (a) The matters referred to in section 146(1) of the Act;
  - (b) The Corporation's service delivery standards and decision-making structure;
  - (c) A dispute resolution process in the event of a dispute between shareholders; and
  - (d) The method by which the shareholders must provide direction to the corporation with respect to what action, if any, the controlled corporation is to take regarding a proposed Material Change in response to one or more report received under Section 7(5) of the Regulation.

- D. The parties wish to enter into this Agreement for the purpose of defining and qualifying their respective rights and obligations to each other and the terms and conditions under which they will carry on their activities under the corporate structure of the Corporation;
- E. The parties intend that this Agreement shall operate and be construed as a Unanimous Shareholder Agreement under the Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained the parties hereby agree and declare as follows:

**ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

**1.01 Definitions**

For the purposes of this Agreement and the Schedules hereto or any certificate, opinion or other document agreement, undertaking or assurance delivered in accordance with or in furtherance of the purposes and intent of this Agreement, unless there is something in the context inconsistent therewith, the following words and phrases will have the following meanings:

- (a) "Act" means the *Business Corporations Act*, R.S.A. 2000, and all regulations thereunder as amended from time to time and every statute that may be substituted therefor, and in the case of any such amendment and substitution, any reference in this Agreement to the Act shall be read as referring to such amended or substituted provisions;
- (b) "Agreement" means this Agreement as may be amended from time to time in accordance with the terms hereof, and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any sub-paragraph, paragraph, sub-section, Section or Article of this Agreement refer and relate back to the whole of this Agreement and not to that sub-paragraph, paragraph, sub-section, Section or Article only, unless otherwise expressly provided;
- (c) "Appoint" includes "elect" and vice versa;
- (d) "Articles" means the Articles of Incorporation of the Corporation filed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as from time to time amended or restated;
- (e) "Board" means the Board of Directors of the Corporation;
- (f) "Business" means the provision of the Services to the operators of the Clinic at the Facilities as carried on or to be carried on by the Corporation and all activities necessarily related thereto;
- (g) "Business Day" means every day except Saturday, Sunday and a statutory holiday effective in the Province of Alberta;



- (h) "Bylaws" means any corporate bylaws of the Corporation as may be amended from time to time and in force and effect;
- (i) "Clinic" means the Cold Lake Primary Care Medical Clinic as operated by those physicians providing medical services at the Facilities;
- (j) "Director(s)" means the person(s) who is/are from time to time, in accordance with the terms of this Agreement, duly elected director(s) of the Corporation;
- (k) "Facilities" means the facilities as located at 5605 Glacier Gate, Cold Lake, AB;
- (l) "Financial Statements" means those statements of the financial operation of the Corporation, including monthly statements of the Corporation's revenues and expenses, as they are kept by the Corporation, and which comply with generally accepted accounting principles;
- (m) "Material Change" has that meaning as ascribed thereto in the Regulation;
- (n) "MGA" means the *Municipal Government Act*, RSA 2000, c.M-26 and all regulations thereunder as amended from time to time and every statute that may be substituted therefor, and in the case of any such amendment and substitution, any reference in this Agreement to the MGA shall be read as referring to such amended or substituted provisions;
- (o) "Officer(s)" means any officer(s) of the Corporation;
- (p) "Ordinary Resolution" has the meaning as set forth in the Act;
- (q) "Parties" means the initial parties to this Agreement and includes any person who may hereafter execute a counterpart of this Agreement upon becoming a shareholder and "Party" means any one of them;
- (r) "Regulation" means the *Municipally Controlled Corporations Regulation*, A.R. 112/2018;
- (s) "Services" means the following services that the Corporation shall provide to the physicians and support staff who will provide medical services through the Clinic which such services shall include but may not be limited to the following:
  - (i) Required services to the physicians of the Cold Lake Primary Care Medical Clinic:
    - (A) Ten (10) cohorted medical examination room spaces;
    - (B) medical examination equipment;

- (C) medical office assistant services;
- (D) reception and appointment services;
- (E) hosting of electronic medical record services;
- (F) patient document management;
- (ii) provide a "Designated Medical Director" as required by the College of Physicians & Surgeons of Alberta for the operation of the Clinic;
- (iii) assuming all existing associate physician agreements that the physicians have respecting their provision of medical services at the Facilities;
- (iv) recruitment activities to attract more physicians to provide medical services from the Facilities;
- (v) purchase medical supplies and equipment for the further operation of the Clinic at the Facilities;
- (vi) leasing of Suite 101 of the Facilities to such tenants from time to time, that as of the date of this Agreement shall be North Cold Lake Ventures Ltd. operating a pharmacy;
- (vii) Optional/Value-Added services that the operators of the Clinic may request from time to time:
  - (A) client billing services;
  - (B) collection activities;
- (t) "Share(s)" means at all relevant times an issued Share or issued Shares, as the case may be, of the Corporation;
- (u) "Special Resolution" has the meaning as set forth in the Act;

#### 1.02 Derivative Meanings

All derivatives of any of the definitions set forth in Section 1.01 hereof shall have the meanings appropriate to the derivation of such definition.

#### 1.03 Words that Reference Defined Terms in Legislation

Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them respectively in the Act or in the MGA.

**1.04 Effect of Unanimous Shareholder Agreement**

This Agreement shall operate and be construed as a Unanimous Shareholder Agreement under the Act provided that if for whatever reason this Agreement is determined not to be a Unanimous Shareholder Agreement under the Act, the terms and provisions hereof shall be binding upon the Parties. Should a conflict exist between this Agreement and the Corporation's Articles or Bylaws, this Agreement shall govern and, if necessary, each shareholder shall vote its Shares so that the Corporation's Articles or Bylaws are amended to be consistent with this Agreement.

**ARTICLE 2 - GOVERNANCE OF THE CORPORATION****2.01 Appointment of Directors**

The Board shall consist of an odd number of Directors, of up to \_\_\_\_\_ (\_\_\_\_) Directors at the discretion of the City, all of which are appointed by the City, from time to time. The City has the sole and unfettered right to elect, appoint or remove any Director, from time to time.

**2.02 Vacancies on Board of Directors**

The vacancies on the Board shall be filled as stated in Section 3.01 and in so doing the City shall act in accordance with the provisions of Section 2.02.

**2.03 Board Positions**

- (a) The Parties confirm that there shall be a Chairperson of the Board and a Vice-Chairperson of the Board, which shall be appointed in accordance with the Bylaws.
- (b) Only Directors shall be eligible to be either the Chairperson of the Board or the Vice-Chairperson of the Board.
- (c) All subsequent appointments of the Board position of Chairperson of the Board or Vice-Chairperson of the Board shall be done in accordance with the Bylaws.

**2.04 Directors Voting/Quorum**

Except as otherwise required by law or by this Agreement, questions arising at any meeting of the Directors shall be decided by a majority of votes. Each Director shall have and exercise one vote only. A quorum of Directors shall be a majority of the Directors.

**2.05 Casting Vote**

In the case of an equality of votes at a meeting of the Board or of the shareholders, no person shall have a second or casting vote in addition to his original vote.

**2.06 Vacancies**

The vacancies on the Board shall be filled by Ordinary Resolution.

**2.07 Officers**

The Parties confirm that as the initial Officers, but subject always to the appointment powers of the Board as contemplated within the Bylaws or amendments to the positions of any of the Officers, shall be a Chief Administrative Officer plus any other officer the Board creates.

**2.08 Removal**

No Director or Officer may be removed from such position except in accordance with the terms of this Agreement or as stated in the Bylaws. If there is a discrepancy between this Agreement and the Bylaws pertaining to the removal of Directors or Officers, this Agreement shall govern.

**2.09 Financial Reporting to the City**

The Corporation shall keep the Financial Statements and will provide them to the City, as required by the MGA.

**ARTICLE 3 - CORPORATION OPERATIONAL MATTERS****3.01 Conduct**

Unless otherwise authorized by a Special Resolution of the shareholders, the Board shall not authorize the Corporation to:

**(a) Operational Matters:**

- (i) sell, lease or exchange all or substantially all of the property of the Corporation other than in the ordinary course of business;
- (ii) be continued as a body corporate under the laws of another jurisdiction;
- (iii) carry on any business or activity other than the Business;

**(b) Corporate Matters:**

- (i) amalgamate or merge with any other corporation;
- (ii) issuance of Shares of any class, the transfer of Shares of any class, increase or decrease the authorized or issued capital of the Corporation, or alteration of the Corporation's Share structure and/or Articles in any way;

- (iii) issue stock options;
- (iv) redeem or purchase any of its own Shares otherwise than allowed by the terms of this Agreement;
- (v) reorganize;
- (vi) purchase shares or securities in any other corporation, firm or entity;
- (c) **Financial Matters:**
  - (i) give financial assistance to any person;
  - (ii) make a general assignment for the benefit of creditors;
  - (iii) make a voluntary assignment to a trustee in bankruptcy;
  - (iv) subject to the provisions of the Act, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person;
  - (v) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation;
- (d) **Governance Matters:**
  - (i) take or institute any proceedings for the winding up, reorganization or dissolution of the Corporation;
  - (ii) register to carry on business in other jurisdictions;
  - (iii) enter into any partnerships or joint ventures.

### 3.02 **Material Change**

- (a) Notwithstanding anything contained herein to the contrary, if a Material Change to the Corporation is proposed, the Corporation shall not and the Board shall not cause the Corporation to implement this Material Change without compliance with both Section 75.3 of the MGA and Section 7 of the Regulation first, which shall include:
  - (i) For clarity, a Material Change as per Section 7(1) of the Regulation means:

- (A) a change in the type of services offered by the Corporation;
- (B) the purchase, sale, transfer or issuance of any Shares in the Corporation that would result in a change to the controlling interest of the City;
- (C) a change in the geographic locations where the controlled corporation offers services, if that change was not contemplated in the business plan under section 75.1(3)(a) of the MGA; or
- (D) a change in the business, financing, operations or affairs of the Corporation that would be considered important by a reasonable person taking into account the circumstances of the Corporation in its entirety.
- (ii) The City notifying the residents of the City of the proposed Material Change to the Corporation, which includes notifying them of the following:
  - (A) The new services the Corporation intends to provide in the proposed Material Change;
  - (B) The names of any new shareholder of the Corporation;
  - (C) The geographic location in and outside Alberta in which the Corporation intends to provide services;
  - (D) A projected rate structure, if any;
  - (E) The market impact analysis, if any;
- (iii) This information must be made available to residents not less than 30 days prior to this engagement process;
- (iv) The City's residents being provided the opportunity to make representations to the City's council concerning the proposed Material Changes.
- (b) The City shall provide a report to the Corporation summarizing the representations made during this engagement process of the proposed Material Change.
- (c) After the City's receipt of public input, the City shall provide direction to the Corporation of any direction regarding the proposed Material Change

- (d) Only after there has been compliance with Section 75.3 of the MGA, shall the Corporation be entitled to implement any proposed Material Change.

#### **ARTICLE 4 - SHARES**

##### **4.01 Restriction on Issuance of New Shares**

The Parties agree that no additional Shares in the Corporation shall be allotted without a Special Resolution.

#### **ARTICLE 5 - COMPLIANCE WITH MGA AND REGULATION**

##### **5.01 Compliance with MGA**

The Corporation and the City agree and acknowledge that the Corporation is a “controlled corporation” within the meaning of the MGA and the Regulation and accordingly this Agreement must address the following matters:

- (a) Addressing Section 146(1) of the Act – Section 3.01 of this Agreement addresses this obligation;
- (b) Corporation’s Service Delivery Standards and Decision-Making Structure – The Corporation’s service delivery standard shall be determined by the Board and in conjunction with its contractual partners including, but not limited to, the operators of the Clinic;
- (c) Dispute Resolution Process Between Shareholders – As there is only one shareholder of the Corporation, there is no need to include a dispute resolution process;
- (d) Material Change to the Corporation – Prior to any Material Change to the Corporation being implement, the procedure in Section 3.02 of this USA shall be first followed.

#### **ARTICLE 6 - GENERAL PROVISIONS**

##### **6.01 Further Assurances**

The Parties and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

##### **6.02 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or

body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one Party.

##### **6.03 Notices**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the “Notice”) required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) to the City:

City of Cold Lake  
5513 – 48 Avenue  
Cold Lake, Alberta T9M 1A1  
Fax: (780) 594-3480  
Email: knagoya@coldlake.com

- (ii) to the Corporation:

Cold Lake Primary Care Medical Clinic Ltd.  
Cold Lake, Alberta \_\_\_\_\_  
Fax: (780) \_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

or to such other address as each Party may from time to time direct in writing.

- (c) Notice shall be served by one of the following means:
  - (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
  - (ii) if delivered to a corporate party, by delivering it to the address specified in (c) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
  - (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
    - (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or



- (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

#### 6.04 Unenforceable Terms

If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

#### 6.05 Amendments

This Agreement may only be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the Parties.

#### 6.06 Remedies Not Exclusive

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy available to that Party but each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.

#### 6.07 Preamble

The Parties hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that same is expressly incorporated into and form part of this Agreement.

#### 6.08 No Waiver

No consent or waiver, express or implied, by any Party to or of any breach or default by any Party in the performance by such other Party of his obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Party. Failure on the part of any Party to complain of any act or failure to act of another party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of his rights hereunder.

#### 6.09 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date of this Agreement.

#### 6.10 Division

The division of this Agreement into Articles, Sections, paragraphs or sub-paragraphs forms no part of this Agreement and shall be deemed to have been inserted and done for convenience.

#### 6.11 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

#### 6.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Alberta.

#### 6.13 Time

Time shall be of the essence of this Agreement.

#### 6.14 Survival

The provisions of this Agreement which by their respective context are meant to survive closing of a purchase or sale and/or termination of this Agreement shall respectively survive such closing or termination, as the case may be, for the benefit of the Party or Parties relying thereon and shall not be merged therein or therewith.

#### 6.15 Business Day

In any case where time limited by this Agreement expires on a day that is not a Business Day, the time shall be extended to and shall include the next succeeding Business Day.

#### 6.16 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and

to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**6.17 Non-Merger**

Unless subsequently agreed in writing, the provisions of this Agreement shall not merge on but shall survive execution of supplementary documents and otherwise howsoever.

**6.18 Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the corporate parties have hereunto executed this Agreement by the hands of their duly authorized officers in that behalf and the individual parties have set their hands and seals effective the day and year first above written notwithstanding the actual date or dates of execution hereof.

**CITY OF COLD LAKE**

**COLD LAKE PRIMARY CARE  
MEDICAL CLINIC LTD.**

Per:

\_\_\_\_\_

—

Per:

\_\_\_\_\_

—

Per:

\_\_\_\_\_

—

Per:

\_\_\_\_\_

—