

Nurse Practitioner-Led Clinic Funding Agreement
THIS AGREEMENT effective as of the 1st day of April, 2011
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
As represented by

The Minister of Health and Long-Term Care

(the "**Ministry**")

- and -

Algoma Nurse Practitioner-Led Clinic

(the "**Clinic**")

WHEREAS the Ministry wishes to provide funding for the operation of Nurse Practitioner-Led Clinics in Ontario;

AND WHEREAS the Clinic has submitted a proposal and detailed budget for the delivery of the Program as defined herein which the parties have finalized and wish to implement in accordance with the terms and conditions of this Agreement;

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

Term

- 1.1 The Term of this Agreement will commence on **April 1, 2011** and shall expire on **March 31, 2014** unless terminated earlier pursuant to Terms of this Agreement. The Ministry may offer to extend the Term of this Agreement prior to the termination date by providing the Clinic written notice of its willingness to do so. If it desires to do so, the Clinic agrees to execute such further documentation as may be necessary in order to formalize such extension.

Composition of Clinic

Staffing

- 2.0 Your Clinic shall be comprised of a complement of: Administrative staff, Nurse Practitioners, Registered Nurses, Registered Practical Nurses, Registered Dietitians, Pharmacists, Social Workers and other Inter-professional Health Providers as approved by the Ministry, who are either

parties to this Agreement, or contracted to provide services at the Clinic. Subject to the terms of this Agreement, staffing and governance issues pertaining to the Clinic shall, at all times, be internal matters for which the Clinic shall be solely responsible and accountable. The Ministry shall not become involved in internal governance and employment issues.

- 2.1 The Clinic herein acknowledges and agrees that the person or person signing this Agreement shall have the authority to bind all Clinic Members regarding matters involving this Agreement.
- 2.2 The Clinic hereby designates **Debbie Graystone** as the contact person for the entire group.
- 2.3 The Clinic shall be bound by the governance structure established pursuant to the requirements of their corporate by-laws.
- 2.4 The Clinic shall establish and maintain a governance structure that addresses matters that include:
 - a) the establishing of a bank account and signing officers;
 - b) the determination of a minimum of two elected officers who will jointly be able to bind all of the member Clinic in matters pertaining to the execution of reports, budgets, agreements, amendments and disbursement of Funds pertaining to this Agreement;
 - c) the ownership of assets purchased with the Funds;
 - d) management of the Clinic;
 - e) a process for admission (subject to Ministry approval) or deletion of staff, that complies with all provincial employment laws;
 - f) the admission of unattached patients; and
 - g) the sharing of financial information pertaining to this Agreement.

Inter-professional Health Providers and Administrative Staff

- 2.5 The Clinic shall retain the services of the Inter-professional Team Members and administrative staff detailed in the "Approved Annual Operating Budget", attached hereto as Schedule "A". The Clinic shall ensure that the terms and conditions of any contractual relationship that the Clinic enters into for the purposes of this Agreement, shall not, in any way, contradict the terms and conditions set out herein unless otherwise agreed to in Schedule "A". In particular, the Clinic shall ensure that the terms of its contractual arrangements do not exceed the term of this Agreement unless an extended

term is detailed in Schedule "A" and/or unless otherwise agreed to by the Ministry in writing. In no case shall the Clinic negotiate termination payouts and severances with any of its Inter-professional Health Providers, or its staff, agents and employees which are greater than the minimum requirements set out in the *Employment Standards Act*.

- 2.6 Schedule "B" details the Nurse Practitioner Service Requirements that shall apply to the funding.
- 2.7 The Clinic shall not make any changes to the Approved Annual Operating Budget, Schedule "A", or Schedule "A" - Appendix 1, or the Nurse Practitioner Service Requirements, Schedule "B" or Schedule "B" Appendix 1 and 2 without the Ministry's prior written consent.

Clinic Funding

- 3.1 Subject to the terms and conditions of this Agreement, during the Term herein, the Ministry shall pay by direct deposit into the Clinic's designated bank account, the amount or amounts (hereinafter referred to as the "Funds" or "Funding") as set out in the Approved Annual Operating Budget and Banking and Payment Schedule attached hereto as Schedules "A" and "C" respectively.
- 3.2 The Ministry may, in its sole discretion, discontinue or suspend payment of Funds pertaining to any item in Schedule "A" based upon the Ministry's assessment of the financial reports, and any other report submitted pursuant to the terms of this Agreement where such reports indicate that the Funding was not spent or applied in accordance with the terms of this Agreement and its Schedules.
- 3.3 All Funding shall be applied directly to the payment of Schedule "A" expenditures, and for no other purpose. No changes to the approved items in Schedule "A" are permitted without the prior written consent of the Ministry as set out in section 2.4. Any extension of this Agreement is subject to Ministry review and approval of a revised Approved Annual Operating Budget and Banking and Payment Schedules and Service Requirements, and such Ministry approved revised Approved Annual Operating Budget, and Banking and Payment Schedule, and Service Requirements shall automatically replace the previous schedules and shall apply as Schedule "A" for the extended Term.
- 3.4 The Clinic acknowledges and agrees that there shall be no duplication of any direct or indirect funding provided in this Agreement with any other funding available from the Ministry for the same or similar items or services ("Duplicate Funding") received by the Clinic or by any other individual or group receiving funding pursuant to this Agreement, and any such Duplicate Funding shall be reconciled and adjusted in Schedule "A" herein, upon written notice by the Ministry to the Clinic. The Clinic shall use reasonable efforts to ensure best

value when acquiring all supplies, equipment and services purchased with the Funds.

- 3.5 During the Term, and for a period of five (5) years following the expiry date of this Agreement, the Clinic shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any furnishings or equipment valued at an amount of \$5,000.00 or more at the time of disposition, purchased with the Funds. The Clinic agrees to notify the Ministry during such five year period of its desire to sell, lease or otherwise dispose of any furnishings or equipment valued in excess of \$5,000.00, and the Ministry reserves the right to demand reimbursement in an amount equal to the value of the disposed asset, from the Clinic.
- 3.6 Without limiting any of the Ministry's other rights set out in this Agreement, the Clinic and its Members shall be liable for any amount owing to the Ministry pursuant to the terms of this Agreement and such amount(s) shall be deemed to be a debt due to the Ministry.
- 3.7 In the event that the Clinic fails to pay the amount(s) owing in section 3.6, the Clinic corporate Members as described in Part III of the Corporations Act, R.S.O. 1990, c.C.38, (the" Members"), shall be jointly liable to pay such unpaid amount(s).
- 3.8 Any Clinic Funding not spent in accordance with the terms of this Agreement must be returned to the Ministry unless otherwise agreed to by the Ministry in writing.
- 3.9 The Clinic acknowledges and agrees that all positions funded pursuant to this Agreement shall be employees of the Clinic unless the Ministry has provided its written consent for the use of an independent contractor. In no case, shall any portion of the Funds be transferred by the Clinic to any other person, corporation or entity for the purpose of paying for a position Funded pursuant to this Agreement, unless otherwise agreed to in writing by the Ministry.
- 3.10 The Clinic acknowledges and agrees that it shall not pay any amount, directly or indirectly, to its employees and independent contractors, which is greater than the stated funding for the applicable position under this Agreement, unless it has obtained the expressed written consent of the Ministry to do so. Any such direct or indirect top-up without Ministry consent shall constitute a material breach of this Agreement by the Clinic giving rise to termination rights in favour of the Ministry.

Clinic Evaluations

- 3.11 The Clinic agrees that it shall participate in, and co-operate with, evaluation and monitoring activities undertaken by the Ministry or persons designated by the Ministry, following reasonable notice. It is understood that the evaluation and monitoring activities shall be conducted with a view to minimizing disruption to the normal operations of the Clinic's practices.

- 3.12 The Clinic agrees that the results of any evaluations of the Clinic may be appropriately published or used.

Program Enhancements

- 3.13 The parties acknowledge that as a developing program, the Ministry may require accountability and reporting enhancements during the Term as a condition of continued funding. These enhancements may include, but not be limited to, requirements involving completion and submission of patient consent forms as provided by the Ministry.

Termination

- 4.1 Subject to the terms and conditions herein, the Ministry may terminate this Agreement at any time without liability, cost, or penalty, and without cause for any reason, upon giving at least sixty (60) days written notice of its intention to do so. In the event of termination pursuant to this section, the Ministry may agree to pay the wind-down costs of the Clinic.
- 4.2 Subject to section 4.3, if the Clinic is in material breach of this Agreement, the Ministry may terminate this Agreement as follows:
- (a) in the case of any breach that is capable of being cured, the Ministry may provide notice to the Clinic, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (30) days, then the Agreement may be terminated at any time by immediate written notice provided by the Ministry; and
 - (b) in the case of any breach that is not capable of being cured, the Ministry may terminate this Agreement by immediate notice provided to the Clinic.
- 4.3 For purposes of section 4.2, but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by the Clinic, which the Ministry shall be entitled, at its option, to treat as incapable of being cured:
- (a) the Clinic has knowingly provided false or misleading information regarding any aspect of the Clinic; or
 - (b) the Clinic enters into another agreement with the Ministry for the same or similar purposes as those covered in this Agreement.
- 4.4 Upon termination of this Agreement, the Ministry shall cancel all further Funding and may, in its sole discretion, demand repayment of any Funds that the Clinic has used for purposes contrary to the terms of this Agreement.

- 4.5 The Ministry may charge interest on any amount that is owed to the Ministry pursuant to this Agreement, at the current interest rate charged by the Province of Ontario on accounts receivable.

Bankruptcy and Creditor Arrangements

- 5.1 Notwithstanding any other provision in this Agreement, the Minister, without liability, cost, or penalty, may terminate this Agreement immediately upon giving notice to the Clinic if the Clinic is adjudged bankrupt, or is insolvent according to the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1992, c. 27, s. 2, and the regulations made thereunder; a receiver or trustee of the Clinic's property and affairs is appointed; the Clinic makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or attempts to execute a bulk sale of its property, except with the prior consent of the Minister, which consent shall not be unreasonably withheld.
- 5.2 For the purposes of this section, any advanced Funding received by the Clinic prior to expenditure shall be deemed to be held in trust by the Clinic for the Ministry until such time as such Funds are spent in accordance with the provisions of Schedule "A", or in accordance with any other terms of this Agreement. All such deemed trust funds shall be returned to the Ministry in full in the event of termination pursuant to this section.

Reports

- 6.1 Continued Funding under this Agreement is conditional upon the Clinic's compliance in completing, signing and submitting the following reports to the Ministry,

Financial Reports

- a) Quarterly Approved Annual Operating Budget - Financial Expenditure Report submitted using the template found in Schedule "D";

NOTE: Quarter 4 of the Approved Annual Operating Budget - Financial Expenditure Quarterly Report will become the Statement of Revenues and Expenses for the 12 month period and should be provided to an accounting professional, licensed under the Public Accountancy Act for the purpose of completing an audit.

Performance Reports

- b) Quarterly Services and Programs Quarterly Report submitted using the template found in Schedule "E";
- c) Quarterly Inter-professional Health Provider Services and Programs Report submitted using the template found in Schedule "F";
- d) A future requirement of this agreement will be the submission of reports concerning specialist and/or inter-professional health professional client-based encounters (as required by the Ministry from time to time) submitted in a manner similar to billing the Plan on a fee-for-service basis (shadow billing) by using the appropriate Clinic Billing Number; The Ministry will give notice to the NPLC when submission of these reports will commence.

Other Reports

- e) An Annual Report that includes, at a minimum the following requirements:
 - i. The Clinic's progress to achieving the goals set out in the approved Business and Operational Plan.
 - ii. Communication of achievements and future plans to patients and the broader community.
 - f) Quarterly Recruitment and Retention – FTE Report using the template found in Schedule "G".
 - g) The Ministry reserves the right to confirm the eligibility of any or all Inter-professional Team Members, including, but not limited to Collaborating Physicians, and the Clinic shall provide the Ministry with details of all such Inter-professional Team Members prior to the commencement of their services, or at any other time during the Term of this Agreement.
 - h) Any financial, performance or other report(s) as required by the Ministry.
- 6.2 The Clinic agrees to respond in a timely manner inquiries or requests for information or materials as may be made from time to time by the Ministry in relation to this Agreement.

- 6.3 Unless it has agreed to do so, the Ministry shall not pay any amount in excess of the total Funding set out in section 3.1. The Ministry will not recognize expenditures in excess of the approved itemized Budget amounts, or in excess of other expenditures, unless agreed to in writing by the Ministry.
- 6.4 Upon reviewing Schedule "D", if the Ministry reasonably believes that the Clinic is likely to go into default of its financial obligations, the Ministry may:
- a) appoint any of the employees or agents of the Ministry to conduct an audit/operational review or investigation for the purpose of ensuring that the Clinic is funding and administering its approved Business and Operational Plan in accordance with its Budget; and/or
 - b) make remedial recommendations to the Clinic and require that the Clinic submit a detailed plan within 14 days of receiving such recommendations, as to how and when the Clinic intends to take corrective action.
- 6.5 The Ministry reserves the right to make continued Funding under this Agreement conditional up the Clinic's willingness and ability to meet patient encounter targets reasonably determined by the Ministry from time to time. In this regard, the Clinic acknowledges that the Ministry may present the Clinic with expected targets, and/or adjustable levels of Funding tied directly to the Clinic's total number of patients. For greater clarity and guidance the Ministry expects a minimum approximate ratio of 1 FTE funded NP position per 800 patients accessing Clinic services, said approximate ratio adjustable up depending on other funding considerations in the Budget.

Accounting

- 7.1 The Clinic shall keep and maintain all records, invoices and other documents relating to the Funding in a manner consistent with Generally Accepted Accounting Principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry and its agents for a period of seven (7) years from the termination or expiry of this Agreement.
- 7.2 The Clinic authorizes the Ministry and its agents, upon twenty-four (24) hours' notice and during normal business hours, to visit their premises in order to review the operation of the Clinic and to inspect and copy, at the Ministry's expense, any records, invoices and documents in the possession or under any Member's or employee's control relating to the Clinic and the Clinic Funding.
- 7.3 The Ministry's right of inspection in this Agreement includes the right to perform an audit at its own expense.

- 7.4 To assist the Ministry in the task described in this section, the Clinic shall provide any other information to the Ministry reasonably requested by the Ministry.

Conflict of Interest

- 8.1 The Clinic shall provide for the delivery of services, as set out in Schedule "A" and use the Funds in a manner that no person associated with the Clinic in any capacity shall have a conflict of interest.
- 8.2 For these purposes, a conflict of interest is considered a situation in which an unqualified person associated with the Clinic or any unqualified member of his or her family is able to benefit financially from his or her involvement in the Clinic.
- 8.3 The Clinic shall disclose to the Ministry without delay any situation that amounts to a conflict of interest. All non-arms length transactions between the Clinic and its members and/or their family members must be based on the fair market value of the services and/or supplies exchanged, and must be appropriately disclosed in the financial reports and audited financial statements provided by the Clinic to the Ministry.

Notices

- 9.1 Any notice, communication, invoice or report required or permitted to be given under this Agreement shall be in writing; delivered personally, by pre-paid courier, registered or prepaid regular mail and addressed to the other party as follows:

To the Ministry:

**Manager
Nursing Secretariat
Ministry of Health and Long-Term Care
56 Wellesley St., 12th Floor
Toronto, ON M5S 2S3
Fax: 416-327-1878 Telephone: 416-327-9689**

To the Clinic:

**Algoma Nurse Practitioner-Led Clinic
Attn: Debbie Graystone
President of the Board of Directors
443 Northern Avenue
Sault Ste. Marie ON P6A 5L3**

Limitation of Liability

- 10.1 The Ministry and the Ministry's officers, employees, independent contractors, subcontractors, agents, and assigns shall not be liable to the Clinic, of the Clinic and/or its Inter-professional Health Providers, for any losses, expenses, costs, claims, damages, and liabilities occasioned by or attributable to anything done or omitted to be done by the Clinic and/or its Inter-professional Health Providers in connection with this Agreement or with the performance by the Clinic and/or its Inter-professional Providers of their obligations under this Agreement, or the exercise by the Ministry of any rights or remedies given to the Ministry under this Agreement, unless the losses, expenses, costs, claims, damages or liabilities are caused by the Ministry.
- 10.2 The Clinic shall be responsible for the collection and remittance of any applicable statutory remittances from its employees including remittances for Canada Pension Plan, Employment Insurance, Income Tax and Employment Health Tax.
- 10.3 The Clinic agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Clinic's liabilities under this Agreement and under the general application of law. The Clinic shall advise these individuals and entities of their obligations under this Agreement and shall ensure their compliance with the applicable terms of this Agreement. In addition to any other liabilities of the Clinic pursuant to this Agreement or otherwise at law or in equity, the Clinic shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of this Agreement resulting from the actions of the above mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Agreement.

Indemnity and Insurance

11.01 Clinic Indemnity

The Clinic hereby agrees to indemnify and hold harmless the Ministry, its officers, employees, and agents (hereinafter referred to as the "Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Clinic, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of

performance of the Clinic's obligations under, or otherwise in connection with, this Agreement. The Clinic further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

11.02 Clinic's Insurance

The Clinic hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Clinic would maintain including, but not limited to, the following:

- (a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, products and completed operations aggregate. The policy is to include the following:
 - the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Clinic's obligations under, or otherwise in connection with, this Agreement
 - contractual liability coverage
 - cross-liability clause
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles

- (b) Errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this Agreement, in the amount of not less than Five Million (\$5,000,000.00) Dollars per claim and in the annual aggregate.

- (c) Contents and property insurance with the Ministry named as "loss payee" in the event that the Clinic has received, or anticipates receiving any Funding from the Ministry for facility improvements, and/or furnishings, and or equipment.

11.03 Proof of Insurance

The Clinic shall provide the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by the Ministry, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Clinic shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of any services funded pursuant to this Agreement and which supports the Clinic's indemnity herein.

11.04 Proof of W.S.I.A. Coverage

If the Clinic is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Clinic shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Clinic covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Clinic or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Clinic pursuant to this Agreement together with all costs incurred by the Ministry in connection therewith.

11.05 Clinic Participation in Proceedings

The Clinic shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence

of any such Proceeding by notifying the Clinic in writing of such election without prejudice to any other rights or remedies of the Ministry under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Clinic shall enter into no settlement unless it has obtained the prior written approval of the Ministry. If the Clinic is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Clinic to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Clinic agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of this Agreement.

General

- 12.1 During the Term of this Agreement and any renewal of the same, the Clinic shall, use the phrase "Nurse Practitioner-Led Clinic" in all forms of communication, correspondence, identification and branding. The Clinic shall consult with the Ministry prior to participating in media communications and publications pertaining to the Clinic. The Clinic shall acknowledge the support of the Ministry in all advertising and publicity associated with this Agreement in a format approved by the Ministry.
- 12.2 The Ministry may disclose in any manner to any person or entity the name address, composition and contact information of the Clinic as well as any other information of any kind pertaining to the Clinic.
- 12.3 Pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12 as amended, the payment obligations of the Ministry under this Agreement are subject to,
- (a) the Ministry securing the requisite appropriation for payment during the Province's fiscal year in which payment is due, or
 - (b) the Ministry securing the requisite appropriation for a multi-year payment during a previous fiscal year which cover the year in which payment is due.
- 12.4 In no case shall the Clinic, or any employee, agent, or subcontractor of the Clinic who provide a service that would otherwise, be billable through OHIP, bill a patient or any other person or entity, for services funded pursuant to this Agreement, unless specifically authorized in accordance with the terms and conditions herein.

- 12.5 In the event that any portion of the Funding pertains to capital expenditures, the Clinic acknowledges that such Funding may be subject to compliance by the parties herein, with the provisions of the *Ontarians With Disabilities Act*; and the *Accessibility for Ontarians with Disabilities Act, 2005*.
- 12.6 Except as otherwise specifically stated herein, this Agreement and its Schedules constitutes the entire Agreement between the parties pertaining to the Clinic. No modification of this Agreement shall be binding unless in writing and executed by all parties.
- 12.7 The parties herein are, at all times, independent of one another and shall not be deemed to be employees, agents, partners of, or in a joint venture with, one another.
- 12.8 The terms and provisions set out in sections 3.4, 3.7, 3.9, 3.10, 6.2, 7.1, 7.2, 7.3, 7.4, 10.1, 10.2, 10.3, 11.01, 11.02, 11.05; 12.4, 12.5 12.7, and 12.9, shall survive the termination or expiry of this Agreement, and shall bind the parties and their successors and assigns.
- 12.9 No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived, and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the party that is purported to have given such waiver or consent. No delay or omission on the part of any party to this Agreement to avail itself of any such right.
- 12.10 The Clinic shall not assign, transfer, or pledge any provision or right under this Agreement without the Ministry's prior written consent. The Ministry may withhold such consent in its sole discretion, or it may grant it subject to such terms and conditions as it may require. The Ministry reserves the right to assign or transfer its roles and responsibilities under this Agreement to an agency of the Crown, upon giving the Clinic 60 days written notice of its intention to do so. In the event of any such assignment or transfer shall not require a formal assignment agreement, and upon such assignment or transfer, all references to the Ministry shall automatically apply to the Crown agency.
- 12.11 Time is of the essence.
- 12.12 Unless otherwise agreed to in writing by the Ministry, the Clinic shall not be permitted to fund positions or services which are already funded through existing Ministry programs, agencies or organizations including, but not limited to, hospitals, public health units, and Local Integrated Health Networks.

13.0 Schedules

The following are the schedules attached to and forming part of this Agreement.

1. Schedule A – Approved Annual Operating Budget
 - a. Appendix 1: One Time Funding - Furnishing Equipment, IT & Other
2. Schedule B – Service Requirements
 - a. Appendix 1: Collaborating Physician Terms of Agreement
 - b. Appendix 2: Collaborating Physician Consent Form
3. Schedule C – Banking and Payment Information
4. Schedule D – Approved Annual Operating Budget - Financial Expenditure Quarterly Report
5. Schedule E – Services and Programs Quarterly Report
6. Schedule F –IHP Services and Programs Quarterly Report
7. Schedule G – Recruitment and Retention – FTE Quarterly Report
8. Schedule H – Reporting Information and Guidelines

14.0 Entire Agreement

- 14.1 This Agreement, together with the attached schedules listed in section 13.0 of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.
- 14.2 This Agreement may only be modified by a written agreement duly executed by the parties.

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

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

June 04, 2011

per: Suzanne McGuire

Title: ASSISTANT DEPUTY MINISTER (A)
Date

Algoma Nurse Practitioner-Led Clinic

June 27/11

Date

Sandra Lamont
Witness: Sandra Lamont

per: Deborah Graystone
Name: Deborah Graystone
Position: President
I have authority to bind the corporation

Algoma Nurse Practitioner-Led Clinic

June 27* 2011

Date

Sandra Lamont
Witness: Sandra Lamont

per: Dr. P. L. D. Walde
Name: DR. P. L. D. WALDE
Position: Vice President
I have authority to bind the corporation