

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990,
c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN
ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN
REGION**

MOTION RECORD

(Returnable January 7, 2016)

December 22, 2015

**Ministry of the Attorney General
Crown Law Office Civil
720 Bay Street, 8th floor
Toronto, Ontario
M7A 2S9**

**Ronald E. Carr – LSUC #13341F
Tel: 416 326-2704
Fax: 416 326-4181
Email: ronald.carr@ontario.ca**

**Counsel for the Moving Party, the Ministry
of Health and Long Term Care**

TO: The Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990,
c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN
ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN
REGION**

INDEX

TAB	DOCUMENT
A	NOTICE OF MOTION
B	AFFIDAVIT

TAB A

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990,
c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN
ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN
REGION**

NOTICE OF MOTION

THE MINISTRY OF HEALTH AND LONG-TERM CARE (the "Ministry") will make a motion to the Judge presiding over the Commercial List on Thursday, the 7th day of January, 2016 at 10 o'clock a.m. or so soon thereafter as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- a) an order substantially in the form of the draft order attached as Schedule "A" hereto declaring and determining that all moneys funded, directly or indirectly, by the Ministry, the Local Health Integration Networks (the "LHINS") or the Community Care Access Centres (the "CCACS") to the Victorian Order of Nurses for Canada, Victorian Order of Nurses for Canada – Eastern Region, the Victorian Order of Nurses for Canada – Western Region or the Victoria Order of Nurses for Canada – Ontario Branch be impressed with a trust until such time as the moneys have been spent for the purposes of providing the service set out in the Funding Agreement pursuant to which the funds are advanced,
- b) an order that if, at the end of the Funding Year, as defined in the Funding Agreement pursuant to which the funds are advanced, the recipient has not spent all of the Funding, the unspent Funding shall be returned to the party that provided the Funds, unless otherwise agreed to in writing by such party,
- c) in the alternative, an order that the stay as provided in paragraph 25 of the Initial Order dated November 25, 2015 (Protection for Non-Applicant Entities) be and the same is hereby set aside;
or
- d) such further and other order as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- i) By order of the Honourable Mr. Justice Penny dated November 25, 2015 the Victorian Order of Nurses for Canada ("VON Canada"), the Victorian Order of Nurses for Canada – Eastern Region ("VON East") and the Victorian Order of Nurses for Canada – Western Region ("VON West") were placed under the protection of the Court pursuant to the *Companies' Creditors Arrangement Act* (the "CCA");
- ii) Pursuant to paragraph 25 of the same order, the Honourable Mr. Justice Penny required that no Funder (as defined in the Poirier affidavit in support of the motion for an Initial Order) shall discontinue, fail to honour, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Victorian Order of Nurses for Canada – Ontario Branch ("VON Ontario"),
- iii) The Ministry, the LHINS and the CCACS are Funders as that term was defined in the Poirier affidavit,
- iv) The Ministry, the LHINS and the CCACS wish to continue funding under the various agreements made between them and VON Canada, VON Ontario, VON East and/or VON West,
- v) The Ministry, the LHINS and the CCACS wish to ensure that the moneys as funded are used for the purposes set out in the Funding Agreements and do not fall into the estate of VON Canada, VON East or VON West for distribution among their creditors,
- vi) VON Ontario was not an applicant for the protection of the court pursuant to the Act nor a party put under the protection of the court pursuant to the CCAA,
- vii) The court lacked jurisdiction to grant a stay in favour on non-applicant entities, and
- viii) Such further and other grounds as counsel may advise and this Honourable Court may permit.

- ix) THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion: affidavit of Phil Graham sworn December 21, 2015 and the pleadings and proceedings herein.

December 22, 2015

Ministry of the Attorney General
Crown Law Office Civil
720 Bay Street, 8th floor
Toronto, Ontario
M7A 2S9

Ronald E. Carr – LSUC #13341F

Counsel for the Moving Party, the Ministry of
Health and Long Term Care

TO: The Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE PENNY

(THURSDAY, THE 7TH DAY
(OF JANUARY, 2016

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.
C-36, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990,
c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VICTORIAN
ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA –
EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN
REGION**

ORDER

THIS MOTION made by the Ministry of Health and Long-Term Care (the "Ministry") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as Amended was heard this day at 330 University Avenue, Toronto.

ON READING the affidavit of Phil Graham sworn December 22, 2015 and the Exhibit thereto and on hearing the submissions of counsel for the Ministry, counsel for the Applicants and counsel for the Monitor,

- 1. THIS COURT ORDERS** that all moneys funded, directly or indirectly, by the Ministry, the Local Health Integration Networks (the "LHINS") or the Community Care Access Centres (the "CCACS") to the Victorian Order of Nurses for Canada, Victorian Order of Nurses for Canada – Eastern Region, the Victorian Order of Nurses for Canada – Western Region or the Victoria Order of Nurses for Canada – Ontario Branch be impressed with a trust until such time as the moneys have been spent for the purposes of providing the service set out in the Funding Agreement pursuant to which the funds are advanced,
- 2. THIS COURT ORDERS** that, if, at the end of the Funding Year, as defined in the Funding Agreement pursuant to which the funds are advanced, the recipient has not spent all of the Funding, the unspent Funding shall be returned to the party that provided the Funds, unless otherwise agreed to in writing by such party, and

3. **THIS COURT ORDERS THAT** the stay as provided in paragraph 25 of the Initial Order dated November 25, 2015 (Protection for Non-Applicant Entities) be and the same is hereby set aside.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
(Proceeding Commenced at Toronto)

ORDER

ATTORNEY GENERAL FOR ONTARIO
Crown Law Office, Civil
8th Floor, 720 Bay Street
Toronto, Ontario
M7A 2S9

Ronald E. Carr
LSUC #13341F
Tel: 416-326-2704
Fax: 416-326-4181

Counsel for the Ministry of Health and Long-
Term Care

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
(Proceeding Commenced at Toronto)

NOTICE OF MOTION

ATTORNEY GENERAL FOR ONTARIO
Crown Law Office, Civil
8th Floor, 720 Bay Street
Toronto, Ontario
M7A 2S9

Ronald E. Carr
LSUC #13341F
Tel: 416-326-2704
Fax: 416-326-4181

Counsel for the Ministry of Health and Long-
Term Care

TAB B

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES
FOR CANADA – EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR
CANADA – WESTERN REGION**

APPLICANTS

**AFFIDAVIT OF PHIL GRAHAM
(Sworn December 21, 2015)**

I, Phil Graham, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Director of the Primary Health Care Branch at the Ministry of Health and Long-Term Care (“the Ministry”) and, as such, have knowledge of the matters hereinafter deposed. I have been employed at the Ministry since April, 2004, and have held the position of Director since April, 2015. My evidence in this affidavit is based on personal knowledge or on review of documents except where otherwise stated.
2. The Ministry learned of this application on December 3, 2015. A copy of the motion to extend the stay was delivered by email to the Director of the Ministry’s Legal Services Branch on December 2, 2015 at 8:16 PM.
3. The affidavit of Jo-Anne Poirier, sworn November 24, 2015, was included in the December Motion Record. Under the heading “Business Overview”, Ms. Poirier described the role of VON Ontario as “provid[ing] Home Care and Community Support through arrangements with Ontario’s Community Care Access Centre (“CCACs”), Local Health Integration Networks (“LHINs”) and other funders. The CCACs and LHINs are funded and mandated by the Ministry of Health and Long-term Care (Ontario).”

4. In addition to the Ministry's funding of LHINs, the Ministry's Primary Health Care Branch and the Nursing Policy and Innovation Branch fund programs through transfer payment funding arrangements directly with the Victorian Order of Nurses ("VON") and its various associated or affiliated entities including but not limited to VON Ontario. The funded programs are not in relation to services provided to the Province of Ontario ("Ontario"). Ontario provides program funding to recipients such as the VON to carry out a project or program for the benefit of the people of Ontario, and the funding, flowed in advance and exclusively designated for the program, is governed by the terms and conditions of funding agreements made between the parties.
5. These agreements require the recipient to expend all funding in accordance with a detailed approved budget attached to the agreement and only for the purpose carrying out the program. Any transfer of program funds to an entity not named in the funding agreement and/or any use of the program funds for any purpose other than in accordance with the approved budget of the program, is prohibited under the funding terms and conditions.
6. A typical example of such agreement is the Primary Care Nurse Practitioner Funding Agreement made between the Ministry of Health and Long-Term Care and Victorian Order of Nurses for Canada – Ontario Branch, Porcupine Site, effective October 1, 2011. Now shown to me and marked as Exhibit "A" to this my affidavit is a true copy of said agreement
7. Article 4.1 of the agreement, Exhibit "A" hereto provides, as follows:
 - 4.1 **Funds Provided.** The Ministry shall:
 - (a) provide the Recipient with the Funds, in accordance with the Budget, for the purpose of carrying out the Program
8. Article 4.3 of the Agreement, Exhibit "A" hereto, stipulates as follows:
 - 4.3 **Use of Funding and Program:** The Recipient shall
 - (a) carry out the Program:
 - (i) in accordance with the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Program; and
 - (c) spend the Funds only in accordance with the Budget.
9. Article 15.1 of the Agreement, Exhibit "A" hereto, further stipulates that:
 - 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry may:
 - (a) demand the return of the unspent Funds; or

(b) adjust the amount of any further instalments of Funds accordingly.

10. The above terms are typical of the agreements made by the Ministry with VON and its associated or affiliated entities.
11. The Ministry's transfer payment program funding to various VON entities include the following:
 - (a) Primary Care Nurse Practitioner Program – 13 funding agreements
Total annual funding: \$1,776,630.00
Named entity example: "Victorian Order of Nurses for Canada-Ontario Branch, Porcupine Site".
 - (b) Ontario Midwifery Program – 1 agreement
Total annual funding: \$7,813,117.00
Named entity: "Victorian Order of Nurses for Canada – Ontario Branch, North Bay Site".
 - (c) Nurse Practitioner-Led Clinics - 2 agreements
Total annual funding: \$2,666,784.00
Named entity: "VON 360 Degrees Nurse Practitioner-Led Clinic" [Peterborough]
"VON Nurse Practitioner-Led Clinic" [Belle River]
 - (d) Pelee Island Nursing Station – 1 agreement
Total annual funding: \$287,372.00
Named entity: "VON Canada, Erie St. Clair"
 - (e) Nursing Graduate Guarantee Initiative – 1 agreement
Total Annual Funding: \$415,908.09
Named entity: "VON Canada (Victorian Order of Nurses)"
 - (f) 9000 Nurses Initiative – 1 agreement
Total Annual Funding: \$700,200.00
Named entity: "Victorian Order of Nurses"
12. The programs listed in paragraph 11 above were implemented exclusively to address the health care needs of residents of Ontario and to assist in the future delivery of health care services in Ontario. Ontario has never agreed to fund applicants to these proceedings, or any other affiliated or associated entity of VON for any purpose other than as stated in the specific program delivery terms, conditions and budgets set out in the Ministry's funding agreements.
13. In order to assist program recipients to carry out the funded program elements, transfer payment funding is flowed in advance of the anticipated expenditure by the funding recipient based on approved annual budgets covering the fiscal year April 1 to March 31. Program funding cannot be transferred or reassigned without the written consent of the Ministry. The

funding must only be applied for the stated purposes of the program and all unspent program funding must be reconciled and returned to the Ministry of Finance.

14. Ontario wishes to continue funding under the various agreements made with VON and its related or affiliated entities. However, Ontario cannot continue to fund transfer payment programs unless Ontario is assured that the funds will be used for the clearly stated purposes of its health care programs. Ontario is not prepared allow funding under the various agreements with VON and its associated or affiliated entities to fall into the estate of any of the CCAA debtors for distribution among their creditors.
15. Accordingly, an order is sought declaring and determining that all moneys funded, directly or indirectly, by Ontario, the LHINS or CCACS to VON, its associated or affiliated entities be impressed with a trust until such time as the moneys have been spent for the purposes of providing the service set out in the Funding Agreement pursuant to which the funds are advanced. An order is further sought that if, at the end of the Funding Year, as defined in the Funding Agreement, the recipient has not spent all of the Funding, the unspent Funding shall be returned to the party that provided the funds, unless otherwise agreed to in writing by such party.
16. This affidavit is sworn in support of a motion for the relief set out above and for no improper purpose.

Sworn before me at the City of Toronto)
this 21st day of December, 2015)

)

A commissioner etc.

Frank Skerl
LSUC # 30332L

)

Phil Graham

**This is Exhibit "A" to the
Affidavit of Phil Graham
sworn before me on
December 21, 2015**



Commissioner for Taking Oaths

Frank Skerl
LSUC # 30332L
7.0.



**Ministry of Health
and Long-Term Care**

**Ministère de la Santé
et des Soins de longue durée**

Primary Health Care
Negotiations and Accountability
Management Division

Soins primaires
Division des négociations et
de la gestion de la responsabilisation

80 Queen Street, 3rd Floor
Kingston ON K7K 6W7
Tel: 613 536-3200
Toll free: 1 866 766-0266
Fax: 613 536-3222

80, rue Queen, 3^e étage
Kingston ON K7K 6W7
Tél. : 613 536-3200
Sans frais : 1 866 766-0266
Télec. : 613 536-3222

COPY

NOV 16 2011

Sherri Huckstep
Vice President & Chief of Practice
Victorian Order of Nurses for Canada-Ontario Branch
118 - 38 Pine Street North
Timmins ON P4N 6K6

Dear Ms. Coleman:

**Re: Execution of the NP Funding Agreement for Primary Care Nurse Practitioner
Program – Coch103**

Enclosed for your records is an executed copy of the NP Funding Agreement for the
Primary Care Nurse Practitioner Program for Victorian Order of Nurses for Canada-
Ontario Branch.

If you have any questions please do not hesitate to contact Angela Bearance, Program
Analyst at (613) 650-5438.

Sincerely,

Laura Pinkney
Manager, Salaried Models & Programs

Enclosure

THE PRIMARY CARE NURSE PRACTITIONER FUNDING AGREEMENT
effective as of October 1, 2011

BETWEEN:

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

(the "Ministry")

- and -

**Victorian Order of Nurses for Canada-Ontario
Branch, Porcupine Site**

(the "Recipient")

WHEREAS the Ministry operates the Primary Care Nurse Practitioner Program to enhance access to primary health care services provided by a Nurse Practitioner;

AND WHEREAS the Recipient is able to employ the services of one or more Nurse Practitioners to provide primary health care services in a particular service area;

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 are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 26.1.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 24.

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Ministry provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

"Notice" means any communication given or required to be given under Agreement.

"Parties" means the Ministry and the Recipient.

"Party" means either the Ministry or the Recipient.

“**Program**” means the undertaking described in Schedule “A”.

“**Reports**” means the reports described in Schedule “C”.

“**Wind Down Costs**” means the Recipient’s reasonable costs to wind down the Program.

**ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program; and
 - (c) any information the Recipient provided to the Ministry in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:
- (a) establish an expected code of conduct and ethical responsibilities at all levels of the Recipient’s organization;
 - (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) establish decision-making mechanisms;
 - (d) provide for the prudent and effective management of the Funds;

- (e) establish procedures to enable the timely identification of risks to the success of the Program and strategies to address the identified risks;
 - (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3

TERM OF THE AGREEMENT AND ANNUAL REPLACEMENT OF BUDGET

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall continue until it is terminated earlier pursuant to Article 12, Article 13 or Article 14.
- 3.2 **Preparation of Budget.** The Ministry, in consultation with the Recipient, shall for each Funding Year, prepare a budget relating to the Program.
- 3.3 **Annual Budget to Replace.** The budget that the Ministry prepares in any Funding Year shall be deemed to replace the Budget for the prior Funding Year and to be the Budget (and to form Schedule "B") in respect of the Funding Year to which such Budget relates.
- 3.4 **If Annual Budget Not Prepared.** If the Ministry does not prepare a revised budget prior to the commencement of a particular Funding Year:
- (a) the Recipient and the Ministry shall rely on the Budget for the prior Funding Year as a temporary budget until the Ministry prepares the Budget for the current Funding Year; and
 - (b) the Ministry shall reconcile the amount of Funds it provided to the Recipient in the current Funding Year before it completed the Budget with the amount that it would have provided under the Budget for the current Funding had the Ministry prepared the annual Budget at the beginning of the current Funding Year.

**ARTICLE 4
FUNDS AND CARRYING OUT THE PROGRAM**

4.1 Funds Provided. The Ministry shall:

- (a) provide the Recipient with the Funds, in accordance with the Budget, for the purpose of carrying out the Program; and
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1, the Ministry:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry shall not be obligated to make any payment, and:
 - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) the Ministry may terminate the Agreement pursuant to section 13.1.

4.3 Use of Funding and Program. The Recipient shall:

- (a) carry out the Program:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program;

- (b) use the Funds only for the purpose of carrying out the Program; and
 - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall:
- (a) not make any changes to the Program and/or the Budget without the prior written consent of the Ministry; and
 - (b) abide by the terms and conditions the Ministry may require pursuant to any consent.
- 4.5 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.
- 4.7 **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1000.00 at the time of purchase.

**ARTICLE 6
CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program and the use of the Funds.
- 6.3 **Disclosure to Ministry.** The Recipient shall:
- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Ministry may reasonably prescribe as a result of the disclosure.

**ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Ministry at the address provided in section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "C", or in a form as specified by the Ministry from time to time;
 - (b) submit to the Ministry at the address provided in section 17.1, any other reports requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
 - (c) ensure that all Reports are completed to the satisfaction of the Ministry; and
 - (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 7.3 **Inspection.** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:
- (a) inspect and copy the records and documents referred to in section 7.2; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Program.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 7.5 **No control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Program.

- 8.2 **Publication.** If the Recipient publishes any material of any kind relating to the Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Ministry.

**ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the Program or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

**ARTICLE 10
INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless 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, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

**ARTICLE 11
INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, 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 carrying out the work of the Recipient would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;

- (c) contractual liability coverage
 - (d) employers liability coverage (or compliance with the paragraph below titled "Proof of WSIA Coverage" is required);
 - (e) tenants legal liability coverage (if applicable and with applicable sub-limits) and
 - (f) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.
- 11.3 **Proof of WSIA Coverage.** If the Recipient is subject to the *Workplace Safety and Insurance Act* (the "WSIA"), it shall submit a valid clearance of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Recipient shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Recipient covenants and agrees to pay when due all amounts required to be paid from time to time during the Term of this Agreement, 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 Recipient and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to this Agreement together with all costs incurred by the Ministry in connection therewith.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Ministry or the Recipient may terminate the Agreement at any time upon giving at least 60 days Notice to the other party.
- 12.2 **Consequences of Termination.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the Wind Down Costs, and:

- (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
- (ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

**ARTICLE 13
TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not be required to provide additional Funds to the Recipient.

**ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":
- (a) in the opinion of the Ministry, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Ministry;
 - (b) in the opinion of the Ministry, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Program;
- (ii) use or spend Funds; and/or
- (iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (c) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (e) the Recipient ceases to operate; and
- (f) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **Corrective Action.** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation the Program;
- (b) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry;
- (g) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Ministry may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

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

the Ministry may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g), and (h).

14.5 **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR, FUNDS UPON EXPIRY

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

15.2 **Funds Upon Expiry.** Without limiting any rights of the Ministry under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

**ARTICLE 16
REPAYMENT**

- 16.1 **Debt Due.** If the Recipient owes any monies, including any Funds, to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such monies shall be deemed to be a debt due and owing to the Ministry by the Recipient and the Recipient shall pay or return the amount to the Ministry immediately unless the Ministry directs otherwise.
- 16.2 **Interest Rate.** The Ministry may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Ministry of Ontario on accounts receivable.
- 16.3 **Payment of Monies to Ministry.** The Recipient shall pay any monies owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 17.1.

**ARTICLE 17
NOTICE**

- 17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Ministry and the Recipient respectively as set out below:

To the Ministry:

Interdisciplinary Practitioner Program
80 Queen Street, 3rd Floor
Kingston, Ontario K7K 6W7

Attn: Manager, Salaried Models and
Programs

Tel: 613-536-3228

Fax: 613-650-5440

To the Recipient:

Victorian Order of Nurses
for Canada -Ontario
Branch, Porcupine Site
118 - 38 Pine Street North
Timmins ON P4N 6K6

Attn: Lyn Lebeau, Executive
Director

Fax: 705-267-8321

E-mail: lyn.lebeau@von.ca

- 17.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
 - (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

17.3 **Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 18 SEVERABILITY OF PROVISIONS

18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 19 WAIVER

19.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 20 INDEPENDENT PARTIES

20.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 21 ASSIGNMENT OF AGREEMENT OR FUNDS

21.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.

21.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 22
GOVERNING LAW**

- 22.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 23
FURTHER ASSURANCES**

- 23.1 **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

**ARTICLE 24
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 24.1 **Force Majeure Means.** For the purposes of the Agreement, “**Force Majeure**” means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 24.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) confiscation and other similar action by government agencies;
 - (d) lawful act by a public authority; and
 - (e) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 24.1.

24.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement;
and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

24.4 Failure to Fulfil Obligations. Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 25
SURVIVAL**

25.1 Survival. The provisions in Article 1, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), and 15.2, Articles 16, 17, 18, 22, 25, 26 and 28, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 26
SCHEDULES**

26.1 Schedules. The Agreement includes the following schedules:

- (a) Schedule "A" - Program Description;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Reports.

**ARTICLE 27
COUNTERPARTS**

27.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 28
ENTIRE AGREEMENT**

28.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

28.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

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


Name: Mary Fleming
Title: Director

Nov 9, 2011
Date

**Victorian Order of Nurses for Canada-Ontario Branch,
~~Porcupine Site~~**


Name: Lyn Lebeau
Position: ~~Executive Director~~

Oct. 20, 2011
Date

I have authority to bind the Recipient.

Sherril Huckstep
Vice President & Chief of Practice

SCHEDULE "A"

Attached and forming part of the Primary Care Nurse Practitioner Funding Agreement between the Recipient and the Ministry, effective October 1, 2011.

PROGRAM DESCRIPTION

1.0 Definitions

In the Agreement, the following terms shall have the following meanings:

"Collaborating Physician" means one or more physicians who enter into an arrangement with a Nurse Practitioner to enable the Nurse Practitioner to meet the Nurse Practitioner's professional obligations as described in the NP Practice Standard;

"NP Practice Standard" means College of Nurses of Ontario's Practice Standard titled "Nurse Practitioners" (2009), as may be amended or replaced from time to time;

"Nurse Practitioner" means a registered nurse in the extended class who holds a Primary Health Care specialty certificate and who, therefore holds the title of NP-PHC as designated by the College of Nurses of Ontario;

"Records" means any recorded information, in any form, created by a Nurse Practitioner in the performance of the Services under the Agreement;

"Resident" has the meaning ascribed to it in the *Health Insurance Act*, R.S.O. 1990, c.H.6 and its regulations, as may be amended from time to time;

"Services" means clinical primary health care services that a Nurse Practitioner is authorized by law to perform, and includes non-clinical activities which are commensurate with and necessary to complete the clinical services, but does not include any services paid for pursuant to a WSIB claim or under any insurance policy issued by an insurance company;

"Service Area" means City of Timmins;

2.0 Program Objective

The Recipient shall operate a Program for the provision of primary health care services that ensures that Residents within the Service Area who are patients of the Recipient are able to receive the services of a Nurse Practitioner on a full-time basis (where full-time is interpreted to mean full-time for other equivalent positions of the Recipient), at times that are commensurate with the needs of the community in the Service Area.

3.0 Scope of Program

3.1 In carrying out the Program, the Recipient shall:

- (a) operate the Program only for the benefit of Residents;
- (b) operate the Program without charging any person who is a Resident any fee for any Service;
- (c) employ a Nurse Practitioner who is a member in good standing of the College of Nurses of Ontario, to provide the Services;
- (d) ensure that the Nurse Practitioner:
 - (i) maintains for the period during which the Nurse Practitioner is providing the Services, all the necessary and appropriate professional liability insurance that a prudent nurse practitioner carrying out the activities of the Nurse Practitioner would maintain;
 - (ii) only provides Services for the benefit of Residents;
 - (iii) does not charge any Resident any fee for any Service;
 - (iv) meets the Nurse Practitioner's professional obligations as described in the NP Practice Standard;
 - (v) has established and continues to maintain a collaborative working relationship with a Collaborating Physician that will enable the Nurse Practitioner to meet the Nurse Practitioner's professional responsibilities as prescribed by law and as described in the NP Practice Standard;
 - (vi) provides all Services in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules, or by-laws related to any aspect of the Services;
 - (vii) keeps and maintains all Nurse Practitioner Records in a manner consistent with all applicable laws, and with generally accepted accounting principles or clerical practices, as the case may be;
 - (viii) keeps all Nurse Practitioner Records available for review by the Recipient, the Ministry, or the Ministry's authorized representatives for a period of seven (7) years from the date of the termination of this Agreement;

3.2 Despite Section 3.1(b) above, the Recipient may accept payment from a Resident if the Resident insists, for religious or cultural reasons, on paying for the Services. If the Recipient accepts payment from a Resident for this reason, the Recipient shall:

- (a) issue a receipt to the person for the payment;
- (b) ensure that the payment is made by cheque or money order payable to the Minister of Finance;
- (c) immediately forward the payment to the Ministry contact listed in Section 17.1 of the main body of the Agreement;
- (d) maintain a record of the reason the Recipient accepted the payment; and
- (e) report the payment to the Ministry in accordance with the reporting requirements in the Agreement.

SCHEDULE "B"

Attached and forming part of the Primary Care Nurse Practitioner Funding Agreement between the Recipient and the Ministry, effective October 1, 2011.

BUDGET

Part "B1"

Attached to and forming part of Schedule "B" of the Primary Care Nurse Practitioner Funding Agreement between the Victorian Order of Nurses for Canada-Ontario Branch, Porcupine Site and the Ministry of Health and Long-Term Care, effective October 1, 2011.

Budget - NP Program Funding For the Fiscal Period April 1, 2011 to March 31, 2012			
	Expenditure Categories	Maximum Annual Funding Allocation ¹	Approved Budget October 1, 2011 To March 31, 2012
(i)	NP Salary	\$ 89,203	\$ 44,602
(ii)	NP Benefits @ 24%	21,855	10,928
(iii)	Overhead Expenses	11,795	5,898
(iv)	Total Approved Funding	\$ 122,853	\$ 61,427
(v)	First Monthly Payment		\$ 10,237.75
(vi)	Subsequent Monthly Payments		\$ 10,237.75

¹ Maximum Annual Funding Allocation of \$122,853 is to provide for each NP salary and benefit costs, and a portion of overhead expenses. Any additional costs beyond the maximum funding allocation of \$122,853 will need to be planned for by the organization.

NP Salary - to a maximum of \$89,203.

Benefits - inclusive of statutory employer/employee contributions (e.g. CPP, EI, etc.)

New NP Funding Agreement effective October 1, 2011.

SCHEDULE "C"

Attached and forming part of the Primary Care Nurse Practitioner Funding Agreement between the Recipient and the Ministry, effective October 1, 2011.

REPORTS

Name of Report	Due Dates
1. Quarterly NP Program Funding Financial Report	July 31 (for the period of April 1 to June 30), October 31 (for the period of July 1 to September 30), January 31 (for the period of October 1 to December 31), April 30 (for the period of January 1 to March 31) of each Funding Year
2. Quarterly NP Program Funding Performance Report	July 31 (for the period of April 1 to June 30), October 31 (for the period of July 1 to September 30), January 31 (for the period of October 1 to December 31), April 30 (for the period of January 1 to March 31) of each Funding Year
3. Reports specified from time to time	On a date or dates specified by the Ministry.

Report Details

1. Quarterly NP Program Funding Financial Report - in the form found in Part C.1 of this Schedule C.
2. Quarterly NP Program Funding Performance Report - in the form found in Part C.2 of this Schedule C.

Part "C1"
Financial Report - NP Program Funding
For the Fiscal Period
April 1, 2011 to March 31, 2012

Expenditure Categories	MOHLTC Budget For the Fiscal Period October 1, 2011 to March 31, 2012	Expenditures ¹				(5) Total October 1, 2011 To March 31, 2012 <small>[(1)+(2)+(3)+(4)]</small>
		(1) 1st Quarter Apr 1 - Jun 30 Due July 31	(2) 2nd Quarter Jul 1 - Sep 30 Due October 31	(3) 3rd Quarter Oct 1 - Dec 31 Due January 31	(4) 4th Quarter Jan 1 - Mar 31 Due April 30	
<i>Expenditures:</i>						
(i) NP Salary	\$ 44,602	n/a			\$ -	
(ii) NP Benefits @ 24%	10,928				\$ -	
(iii) Overhead Expenses	5,898				\$ -	
(iv) Interest Earned					\$ -	
Total Expenditures	\$ 61,427	\$ -	\$ -	\$ -	\$ -	\$ -

¹ Expenditures - report actual expenditures that are related to Ministry funding only. In Kind Funding Contribution(s) and/or resources received from the community and/or organization are to be separately identified and reported in the section below.

In Kind Contribution(s) - List type:	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
(i)					\$ -
(ii)					\$ -
(iii)					\$ -
(iv)					\$ -
(v)					\$ -
(vi)					\$ -
(vii)					\$ -
(viii)					\$ -
Total In Kind Contributions	\$ -	\$ -	\$ -	\$ -	\$ -

¹ In Kind Contributions - identify and report funding contribution(s) and/or in kind resources received from the community and/or sponsoring organization.

Please complete the above information and submit in accordance with the due date to:

Print Name: _____
 Title: _____
 Signature: _____

Dated: _____

Ministry of Health and Long-Term Care
 Interdisciplinary Practitioner Program
 80 Queen Street, 3rd Floor
 Kingston ON K7K 6H7

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF VICTORIAN ORDER OF NURSES FOR CANADA

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
(Proceeding Commenced at Toronto)

MOTION RECORD

ATTORNEY GENERAL FOR ONTARIO
Crown Law Office, Civil
8th Floor, 720 Bay Street
Toronto, Ontario
M7A 2S9

Ronald E. Carr
LSUC #13341F
Tel: 416-326-2704
Fax: 416-326-4181

Counsel for the Ministry of Health and Long-
Term Care