

THE AGREEMENT effective as of the 1st day of April, 2010.

B E T W E E N :

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

(the "Province")

- and -

HealthForceOntario Marketing and Recruitment Agency

(the "Recipient")

BACKGROUND:

The Province entered into a memorandum of understanding with the Recipient made as of August 13, 2009.

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

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 Province and the

Recipient and includes all of the schedules listed in section 26.1 and any amending agreement entered into pursuant to section 30.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*, S.O. 2010 c. 25.

“Budget” means the budget attached to the Agreement as Schedule “B”.

“Core Funds” means an amount of money up to the sum of the core operating budget and the one-time project funding, both of which are set out in Schedule B, up to the maximum set out in section 4.7.

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

“Event of Default” has the meaning ascribed to it in section 12.1.

“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 Province provides to the Recipient pursuant to the Agreement and consists of the sum of:

- (a) the Core Funds; and
- (b) the Ontario physician locum funding for the Ontario physician locum programs as set out in Schedule B and as given prior written approval by the Province.

“MOU” means the memorandum of understanding between the Province and the Recipient made as of August 13, 2009.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “A”.

“Regulation” means Ontario Regulation 249/07 made under the *Development*

Corporations Act.

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

“**Timelines**” means the Project schedule set out in Schedule “A”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** Within the limits of its legal authority to do so, 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 Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province 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; and
- (d) if any material information provided in writing by the Recipient to the Province in support of its request for Funds is no longer true or complete during the Funding Period, it will provide Notice of such changes to the Province forthwith.

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, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful carrying out of the Project;

- (f) procedures to enable the timely identification of risks to the carrying out of the Project and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to 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 Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **December 31, 2011** unless terminated earlier pursuant to Article 10, Article 11 or Article 12.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient the Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C"; and
 - (c) 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:
- (a) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
 - (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (c) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section 11.1.

4.3 **Use of Funds and Project.** The Recipient shall:

(a) carry out the Project:

(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 Project;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with the Budget.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 **Interest Bearing Account.** If the Province 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, subject to the approval of the Minister of Finance.

4.6 **Interest.** If the Recipient earns any interest on the Funds:

(a) the Province 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 Province as directed by the Province.

4.7 **Maximum Core Funds.** The Recipient acknowledges that the Core Funds available to it pursuant to the Agreement shall not exceed **\$27,965,568**.

4.8 **Rebates, Credits and Refunds.** The Recipient shall not reallocate any rebates, credits or refunds received from the expenditure of Funds to other costs without the prior written approval of the Province. All such rebates, credits or refunds shall be reported to the Province as part of the annual Budget Report.

4.9 **Marketing and Recruitment Activities Outside Ontario.** Effective April 1st 2011, the Recipient shall not carry out marketing and recruitment activities outside Ontario without the prior written consent of the Province.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods or services with the Funds, the following shall apply:

(a) if the Province issues directives that are applicable to the Recipient pursuant to the BPSAA that govern the procurement of goods and services,

the Recipient shall procure goods and services in accordance with such directives; or

- (b) if the Province does not issue directives that are applicable to the Recipient pursuant to the BPSAA that govern the procurement of goods and services, the Recipient shall procure goods and services through a process that promotes the best value for money.

- 5.2 **Disposal.** The Recipient shall not, without the Province'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 **\$2,000** at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project 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 Project and the use of the Funds.

- 6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, 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 Province may 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 Province at the address provided in section 16.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 16.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other 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 Project 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 Project.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province 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 Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province 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 the Project.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Parties acknowledge that they are each bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to either Party in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 TERMINATION ON NOTICE

- 10.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 10.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 10.1, the Province 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 reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 10.2(c), against the amount owing pursuant to section 10.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 10.2(c).

ARTICLE 11 TERMINATION WHERE NO APPROPRIATION

- 11.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 11.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 11.1, the Province 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 reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 11.2(b).
- 11.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 11.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 12
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

12.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term 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 Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) 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;
- (c) the Recipient ceases to operate; and
- (d) an event of Force Majeure that continues for a period of 60 days or more.

12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving

Notice to the Recipient.

12.3 **Opportunity to Remedy.** If, in accordance with section 12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

12.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 12.2(a), (c), (d), (e), (f), (g), (h) and (i).

12.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 13 FUNDS AT THE END OF A FUNDING YEAR

13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 12, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

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

ARTICLE 14 FUNDS UPON EXPIRY

14.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 15 REPAYMENT

15.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or

- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 15.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 15.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 16.1.

ARTICLE 16 NOTICE

- 16.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-Term
Care
Health Human Resources
Strategy Division
56 Wellesley St West, 12th Floor
Toronto ON M7A 1R3

Attention: Jeff Goodyear,
Director
Fax: 416-327-9429

To the Recipient:

HealthForceOntario Marketing and
Recruitment Agency

163 Queen Street East
Toronto, Ontario
M5A 1S1

Attention: Brad Sinclair,
Executive Director

Fax:
Email:

- 16.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 16.3 **Postal Disruption.** Despite section 16.2(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 email, personal delivery or by fax.

**ARTICLE 17
CONSENT BY PROVINCE**

- 17.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**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 not rely on the fact that the other party has apparently permitted the failure to comply unless the other party has provided a written waiver to that effect, in accordance with the Notice provisions in Article 16. Any waiver must refer to a specific failure to comply and may not be used for more than the incident referred to.

**ARTICLE 20
INDEPENDENT PARTIES**

- 20.1 **Crown Agency.** The Agency is, for all its purposes, an agent of Her Majesty within the meaning of the *Crown Agency Act* and its powers may be exercised only as an agent of Her Majesty.

**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 Province.
- 21.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' 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.
- 22.2 **Conflict.** In the case of any conflict or inconsistency between this Agreement and the MOU, the MOU shall prevail, unless the Agreement specifically indicates otherwise.

**ARTICLE 23
FURTHER ASSURANCES**

- 23.1 **Agreement into Effect.** The Recipient 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 their full extent.

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

- 24.1 **Force Majeure Means.** Subject to section 24.3, 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) lawful act by a public authority; and
 - (d) 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; or
 - (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 12.1(d), 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, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, sections 10.2, 11.2, 11.3, 12.1, 12.2(d), (e), (f), (g) and (h), Articles 14, 15, 16, 18, 22, 25, 26, 28, 29 and 30, and all applicable 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:

Schedule "A" – Background;

Schedule "B" – Budget;

Schedule "C" – Payment;

Schedule "D" – Reports; and

Schedule "E" – Performance Objectives

Schedule "F" – MOU

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 JOINT AND SEVERAL LIABILITY

- 28.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 29 RIGHTS AND REMEDIES CUMULATIVE

- 29.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 30
ENTIRE AGREEMENT**

- 30.1 **Entire Agreement.** The Agreement and the MOU constitute the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersede all prior oral or written representations and agreements.
- 30.2 **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:
Title:

Date

HealthForceOntario Marketing and Recruitment Agency

Name:
Title:

Date

Name:
Title:

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

RECIPIENT'S BACKGROUND, STRUCTURE, AND STRATEGIES

Background:

HealthForceOntario is the Province's health human resources strategy to ensure that Ontarians have access to the right number and mix of qualified health care providers, now and in the future.

In June of 2007 the Recipient was created under the Regulation to serve as the operating arm of HealthForceOntario. The Recipient manages a range of programs and executes a series of events/activities to support the recruitment, retention and effective use of Ontario's health human resources.

Structure:

The legal structure of the Recipient is set out in the Regulation.

The administrative structure of the Recipient consists of four departments, with approximately 90 staff members:

- Corporate Affairs (provides the administrative and financial foundation for the Recipient, including the Interprofessional Care Initiative Group and HFOJobs client support);
- Marketing and Recruitment (including the Community Partnership Program, HFOJobs capacity building);
- Ontario Physician Locum Programs; and
- Access Centre (including physician recruitment advisors).

Strategies:

Funds will provide for the salaries and benefits of staff and the operational requirements of the Recipient to pursue its mandate. As part of the Project, the Recipient shall implement a number of programs in pursuit of its mandate, including:

- a. The HealthForceOntario Access Centre;
- b. *HealthForceOntario.ca* and HFOJobs;
- c. Recruitment and retention functions;
- d. The community partnership programs;
- e. Three of Ontario's physician locum programs;
- f. Interprofessional care;
- g. Provision of corporate services to the transitional councils of the new regulatory health professional colleges;
- h. Provision of support in implementing the Nursing Graduate Guarantee (NGG) Initiative.

a) The HealthForceOntario Access Centre (the Access Centre)

Through the Access Centre, the Recipient shall offer a range of free services to support newcomers through the licensure and registration process in the Ontario health care field, including:

- Information about regulated health professions including: 1. standards of professional qualifications and 2. licensing and registration processes;
- Ongoing counselling and support to assist clients in finding the most effective path to professional practice or career options that complement skills and experience;
- Contact information and referrals to the regulatory body in the appropriate field of expertise;
- Alternate career options that complement skills and experience;
- On-site reference materials and resources, including an on-site library;
- Referrals to relevant organizations and community resources where appropriate;
- Links to education and assessment programs where applicable;
- Self-assessment tools where applicable;
- Information and referrals for retraining and bridge-training programs where applicable; and
- Information sessions that are focused on various aspects of the registration process.

Through the Access Centre, the Recipient shall work closely with key stakeholders, such as regulatory bodies, professional and internationally educated health professional (IEHP) associations, and bridging programs to ensure its success.

Access Centre activities shall include regular information sessions for people seeking information about employment in Ontario's health care sector. These sessions will include:

- Orientation to Canadian health care systems, culture, and context;
- Orientations for international medical graduates;
- Information sessions for international pharmacy and pharmacy technician graduates; and
- Information sessions on registration requirements in Ontario for internationally educated health professionals.

b) HealthForceOntario.ca and HFOJobs

The Recipient shall manage and maintain *healthforceontario.ca* on behalf of the Province.

Through HFOJobs (a search engine accessed through HealthForceOntario.ca) the Recipient shall assist in matching qualified healthcare professionals with employment opportunities, shall allow communities and institutions to easily advertise and market job opportunities to potential healthcare professionals and trainees, and shall enable healthcare professionals and healthcare trainees to search for positions and learn more about the communities offering employment or electives.

c) Recruitment and retention functions

Through its recruitment and retention functions, the Recipient shall:

- provide advice to physicians and their families from outside Ontario who want to relocate to Ontario;
- review physicians' medical training and practice experience and help determine what steps and timelines would be necessary for those physicians to obtain certificates of registration in Ontario;
- assist employers who have been approved to hire physician assistants in finding physician assistants; and
- provide assistance to Ontario post-graduate residents seeking professional opportunities within Ontario.

d) The Community Partnership Program

Through its Community Partnership Program, the Recipient shall administer a community-based initiative and shall work within Ontario's 14 Local Health Integration Network (LHIN) areas through program staff called community partnership coordinators, and:

- Offer on-the-ground physician recruitment support to community recruiters and health care organizations;
- Help physicians and residents learn about job opportunities and explore communities of interest;
- Connect physicians, nurses, communities, and health care organizations to other programs and resources of the Agency;
- Work with Ontario's medical schools to promote and support their community-based outreach activities;
- Link health care organizations with provincial nursing recruitment and retention initiatives;
- Support LHIN-based health human resource planning; and
- Assist medical residents in transition to practice via Practice Ontario (personal career counseling to Ontario-based residents in partnership with Ontario Medical schools) to increase qualified physicians working in Ontario.

e) Ontario's Physician Locum Programs

Locums are temporary, short-term replacement coverage for practising physicians and physician vacancies. The Ontario physician locum programs provide centralized and coordinated locum physician staffing assistance for hospitals, communities, and physicians across the province.

The Recipient shall administer three physician locum programs:

1. The Rural Family Medicine Locum Program: Through this initiative the Recipient shall maintain ongoing primary medical care in eligible communities in Ontario by

providing temporary, short-term replacement coverage for practising rural family physicians.

2. The Northern Specialist Locum Program (NSLP): Through this initiative the Recipient shall maintain replacement and vacancy specialist locum coverage to designated Northern Ontario communities.
3. The Emergency Department Coverage Demonstration Project: Through this initiative the Recipient shall ensure the provision of urgent emergency department locum coverage as an interim measure of last resort to designated hospitals that are facing significant challenges covering emergency department shifts.
 - April 1, 2010 to March 31, 2011:
 - The Recipient shall be responsible for the administration and general operating costs of the locum programs.
 - The Province shall make the payments directly to physicians for the locum programs.
 - April 1, 2011 to September 30, 2011:
 - The Recipient shall:
 - be responsible for the administration and the general operating costs of the locum programs.
 - make best efforts to establish a system to make the payments to physicians for the locum programs within, but not more than, four weeks of receipt of expense or other claims after the Recipient has received such claims in an acceptable, approved, and verifiable form and with appropriate documentation.
 - make the payments within the timeframe set out above, after it has established the system described above.

f) Interprofessional Care

Interprofessional Care is the provision of comprehensive health services to patients by multiple health care professionals who work collaboratively to deliver the best quality of care in every health care setting. It encompasses partnership, collaboration, and a multi-disciplinary approach to enhancing care outcomes and is a cornerstone of the HealthForceOntario strategy.

Through the Funds, the Recipient shall administer the interprofessional care initiatives and provide for salaries and benefits and the general operating costs associated with these initiatives.

The Province shall make the grant payments for these initiatives directly to the grant recipients.

The Recipient shall provide operational oversight for a series of Province-initiated interprofessional care/education (IPC/E) grants and related IPC/E initiatives. The Recipient's operational oversight will include the following:

- 49 IPC/E fund projects (initiated by the Province in 2007/08);
- 41 IPC/E fund projects (initiated by the Province in 2008/09); and

- 36 optimizing use of health providers' competencies fund projects (initiated by the Province in 2008/09).

The Recipient shall:

- Establish and maintain working relationships with all recipients of IPC/E grants, monitoring their compliance with all provisions of the grant agreements, receiving interim and final reports and outcomes from the recipients and audited financial statements from auditors of the grant recipients.
- Submit all reporting required by the Province in respect of the IPC/E grants and related IPC/E initiatives.
- Provide administrative support to the Interprofessional Care Strategic Implementation Committee (IPCSIC) in the completion of the IPCSIC's mandate.
- Provide support for the preparation and submission to the province of the IPCSIC's final report and recommendations.

g) The Transitional Councils

In 2006 and 2007 new legislation was passed to allow the establishment of five new health regulatory colleges, governing the professions of homeopathy, kinesiology, naturopathy, psychotherapy and traditional Chinese medicine (New Colleges). Until such time as legislation establishing the New Colleges is proclaimed, the interim transitional councils have been appointed to do anything that is necessary and advisable for the implementation of the legislation under which the New Colleges are to be established (including accepting and processing applications for the issuance of certificates of registration, charging application fees and issuing certificates of registration), and to administer the New Colleges' statutory obligations under the *Regulated Health Professions Act, 1991* and their respective profession-specific Acts.

Through the Funds, the Recipient shall provide corporate services to the New Colleges, staff salaries and benefits, and the general operating costs associated with the New Colleges.

The Recipient's obligation shall be limited to providing corporate services in accordance with the direction of the Province. Those corporate services shall include the following:

- payroll, benefits, group RRSP administration and human resources;
- finance, audits;
- facilities management;
- accounts payable administration; and
- IT administration and support.

Each individual transitional council shall be accountable for its respective actions.

h) The Nursing Graduate Guarantee (NGG) Initiative

The NGG initiative is the Province's initiative aimed at ensuring that every new nursing graduate—Registered Nurse (RN) and Registered Practical Nurse (RPN) only—from an Ontario-accredited nursing program who wishes to work full time in Ontario will have that opportunity. Through a comprehensive orientation, the NGG initiative supports the transition of new nursing graduates into permanent full-time positions as they become

available. The NGG initiative helps create stability in the nursing workforce, improves work environments, and increases opportunities for Ontario's new nursing graduates.

As part of the NGG initiative, the Province provides salary and benefits dollars (up to 24%) to eligible health care organizations to remunerate eligible new nursing graduates in full-time supernumerary (above staffing) positions for up to six (6) months. The Province establishes and oversees the policy that guides implementation of the NGG initiative.

While the Recipient will be responsible for assisting the Province in implementing the NGG initiative and will be funded for salaries and benefits and the general operating costs associated with this task, the organizational payments for the NGG initiative will not be made by the Recipient, but will be paid directly by the Province.

The Recipient shall assist the Province in implementing the NGG initiative by:

- Answering general inquiries about the NGG initiative from health care organizations, final year nursing students, and new nursing graduates through various mediums including telephone, fax, e-mail, and post mail.
- Hosting the Nursing Graduate Guarantee Management Module (NGGMM).
- Providing technical assistance on using the HFOJobs Portal and Nursing Graduate Guarantee Management Module (NGGMM), including, but not limited to providing technical assistance on the following areas to support users:
 - Registering on the HFOJobs Portal as a new nursing graduate or NGG initiative participating employer, including providing assistance on uploading resumes;
 - Posting available NGG initiative positions and modifying or removing them as necessary;
 - Extending a job offer and matching with successful candidate(s) for the posted NGG initiative position(s);
 - Updating applicable contact information and answering site navigation and user questions;
 - Submitting a budget request to the Province including providing assistance as necessary to set default values;
 - E-signing an NGG initiative funding agreement or amendment to such an agreement;
 - Submitting an electronic report to the Province; and,
 - E-signing an electronic report to the Province.
- Supporting the Province in the administration of the NGG initiative by assisting participating organizations in preparing reports required by the Province.
- Composing, verifying, and submitting a weekly "NGG initiative specialization report" to the Province containing information specified by the Province.
- Authoring, producing (printing), and distributing tip sheets and other print and electronic resources in connection with the HFOJobs and NGGMM as needed in a variety of mediums including telephone, fax, e-mail, and post mail.
- Assisting the Province in evaluating the NGG initiative, including the provision of data and other reports.

Timeline:

The Recipient shall carry out the Project to September 30, 2011.

SCHEDULE "B"

BUDGET

1. Core Operating Budget

Base Funding	Budget - April 1, 2010 to March 31, 2011			Budget - April 1, 2011 to September 30, 2011 (Initial Cashflow)			GRAND TOTAL
	Salaries and Benefit	General Operating Expenses	Total	Salaries and Benefit	General Operating Expenses and Program Grants	Total	
Salaries and Benefits of all programs administered by the Recipient:							
a) The HealthForceOntario Access Centre	1,842,346	387,306	2,229,652				
b) HealthForceOntario.ca and HFOJobs	388,920	137,816	526,736				
c) Recruitment Functions	1,265,064	2,637,491	3,902,555				
- Board of Directors	27,000	30,954	57,954				
- Corporate Affairs (Finance, HR, IT, Facilities)	795,367	2,213,114	3,008,481				
Sub-total, up to	4,318,697	5,406,681	9,725,378				
d) The Community Partnership Program, up to	1,440,446	0	1,440,446				
	5,759,143	5,406,681	11,165,824			\$ 4,450,000	
e) Ontario Physician Locum Programs: Program Administration, up to	1,422,709	455,828	1,878,537	700,000	150,000	850,000	
Total Core Operating, up to	\$ 7,181,852	\$ 5,862,509	\$ 13,044,361			\$ 5,300,000	\$ 18,344,361

2. One-Time Project Funding

Initiatives	Budget - April 1, 2010 to March 31, 2011			Budget - April 1, 2011 to September 30, 2011 (Initial Cashflow)			GRAND TOTAL
	Salaries and Benefit	General Operating Expenses	Total	Salaries and Benefit	General Operating Expenses & Program Grants	Total	
Salaries and Benefits of all Programs Administered by the Recipient:							
f) Interprofessional Care, up to	\$ 534,727	\$ 1,266,480	\$ 1,801,207	\$ -	\$ -	\$ -	\$ 1,801,207
g) The Transitional Regulatory Councils, up to	\$ 1,083,421	\$ 4,316,579	\$ 5,400,000	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	\$ 7,400,000
h) Nursing Graduate Guarantee (NGG) Initiative							
- Salaries and Benefits, up to	\$ 200,000		\$ 200,000	\$ 100,000		\$ 100,000	\$ 300,000
- NGG IT hosting, up to		\$ 80,000	\$ 80,000		\$ 40,000	\$ 40,000	\$ 120,000
Total, up to	\$ 1,818,148	\$ 5,663,059	\$ 7,481,207	\$ 1,100,000	\$ 1,040,000	\$ 2,140,000	\$ 9,621,207
Total: Core Operating + One Time, up to	\$ 9,000,000	\$ 11,525,568	\$ 20,525,568		\$ 7,440,000		\$ 27,965,568

3. Ontario Physician Locum Programs - Funding to be Based on Need

Base Funding	Budget - April 1, 2010 to March 31, 2011			Budget - April 1, 2011 to September 30, 2011			GRAND TOTAL
	Salaries and Benefit	Payment to Physicians	Total	Salaries and Benefit	Payment to Physicians	Total	
e) Ontario Physician Locum Programs							
Payments to Physicians, Based on Needs					\$ 11,500,000	\$ 11,500,000	(3) \$ 11,500,000
Total				\$ 11,500,000	\$ 11,500,000	\$ 11,500,000	\$ 11,500,000

Grand Total \$ 20,525,568 \$ 18,940,000 \$ 39,465,568

SCHEDULE "C"

PAYMENTS

	Amount
<u>2010-2011 Funding Year</u>	
From April 1, 2010 to March 31, 2011	
<u>(1) Salaries and Benefits of all programs administered by the Recipient:</u>	
Semi-monthly payments to the Recipient related to the salaries and benefits of all Programs as approved by the Province. up to	\$9,000,000
<u>(2) General Operating Expenses of all Programs administered by the Recipient</u>	
Payments to Northern Ontario School of Medicine based on expenses incurred and validated by the Recipient (including expenditures related to the New Colleges). up to	\$11,525,568
Total 2010-2011, up to	\$20,525,568
<u>2011-2012 Funding Year</u>	
From April 1, 2011 to September 30, 2011	
Semi -monthly payments to the Recipient related to the salaries and benefits, and general operating expenses of all Programs as approved by the Province and administered by the Recipient (including expenditures related to the New Colleges and excluding Ontario Physician Locum Programs - Payments to Physicians). up to	\$7,440,000
From April 1, 2011 to September 30, 2011	
Ontario Physician Locum Programs:	\$11,500,000
Payments to Physicians, based on needs. up to	
Total 2011-2012, up to	\$18,940,000
Grand Total, up to	\$39,465,568

The Recipient will remit all cost recovery or the entire amount of the revenues generated from the above Budget to the

SCHEDULE "D"

REPORTS

Reporting Requirements 2010-11

Name of Report	Due Date
1. 2010-11 Business Plan (in accordance with section 7.2 of the MOU).	October 1, 2010 (or by such other date as may be specified by the Province, in accordance with subsection 11(1) of the Regulation, s. 7.2.3 of the MOU).
2. Quarterly financial reports (in accordance with section 7.3.1 of the MOU).	Within 30 days after the end of each quarter.
3. Audit reports (in accordance with section 7.3.3 of the MOU).	By July 31, 2011.
4. Annual Report (in accordance with section 7.4 of the MOU). <i>This Report is to include the actual outcomes related to the intermediate indicators of the 2010/11 Logic Model and the performance objectives of the 2010/11 Business Plan. The Recipient shall use the reporting template attached in Schedule E for reporting on the intermediate indicators of the 2010/11 Logic Model.</i>	By July 31, 2011.
5. 2011/12 Business Plan (in accordance with section 7.2 of the MOU).	May 31, 2011 (as specified by the Province, in accordance with subsection 11(1) of the Regulation, s. 7.2.3 of the MOU).
6. Reports specified from time to time.	On a date or dates specified by the Province.

SCHEDULE “E”

PERFORMANCE TARGETS REPORTING TEMPLATE

The Recipient's ultimate outcomes are to make the Province the “employer of choice” in health care and ensure that Ontario has the right number and mix of qualified health care providers, when and where they are needed.

Progress towards achieving these ultimate outcomes is measured in Funding Year 2010/11 by the following set of intermediate indicators, the outcomes of which will be reported to the Province by July 31, 2011 in the following table.

Intermediate indicators as per the logic model appended to the Recipient’s 2010/11 Business Plan	Actual Base #	Actual outcome #	Actual outcome %
Recruitment and Community Partnership:			
<ul style="list-style-type: none"> • Over 10% increase in stakeholder encounters. 			
<ul style="list-style-type: none"> • Over 75% of stakeholders rate satisfaction as good or excellent. 			
<ul style="list-style-type: none"> • Maintain the level of conversions of Expressions of Interest (EOIs) to clients. 			
<ul style="list-style-type: none"> • 10% increase of clients in the high needs specialties (family medicine, emergency medicine and psychiatry). 			
<ul style="list-style-type: none"> • 75% of clients rate the Recipient's overall recruitment activities/support as good or excellent. 			
<ul style="list-style-type: none"> • Over 300 medical residents converted from EOIs to clients; an increase of over 10%. 			
<ul style="list-style-type: none"> • 75% of medical residents rate Practice Ontario services as good or excellent. 			
Access Centre:			
<ul style="list-style-type: none"> • Over 3,100 new Internationally Educated Health Professional (IEHP) clients register with the Recipient. 			
<ul style="list-style-type: none"> • Average of over 2,000 active clients. 			
<ul style="list-style-type: none"> • Over 76% of clients rate services as 			

good or excellent.			
<ul style="list-style-type: none"> Over 50% of Ontario international medical graduates (IMGs) residencies are offered to clients. 			
<p>Ontario's Physician Locum Programs:</p> <ul style="list-style-type: none"> No (0%) Emergency Department (ED) closures in Emergency Department Coverage Demonstration Project (EDCDP) hospitals. 			
<ul style="list-style-type: none"> Together with the Province and Local Health Integration Networks (LHINS), no (0%) ED closures in non-EDCDP hospitals. 			
<ul style="list-style-type: none"> Over 75% of Rural Family Medicine Locum Program (RFMLP) physicians rate services as satisfied or very satisfied. 			
<ul style="list-style-type: none"> Over 75% of Northern Specialist Locum Programs (NSLP) hospital/community contacts rate services as good or excellent. 			
<p>Corporate Services:</p> <ul style="list-style-type: none"> Unqualified audit opinion issued on management's year end financial statements. 			
<ul style="list-style-type: none"> Year end review finds no significant deviance from Recipient's requirements. 			

SCHEDULE F

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROVINCE AND THE RECIPIENT
MADE AS OF AUGUST 13, 2009**