

Georgian
Nurse Practitioner-Led Clinic

Board Member Orientation



Section 1

Welcome to the Georgian Nurse
Practitioner-Led Clinic

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Welcome to the Georgian Nurse Practitioner Led Clinic Board of Directors

Welcome to the Georgian Nurse Practitioner-Led Clinic Board of Directors! This coming year will be a busy one as we prepare to implement our strategic plan and meet our organizational goals. In addition, we are hoping to partner further with the LHIN as their relationship with primary care providers continues to grow and be supported by the Ministry of Health and Long term Care.

As you can see we certainly have an exciting year ahead at Georgian NPLC. Your leadership in governance will be invaluable as we continue to enhance access to primary care through a nurse practitioner led model for our community.

We look forward to working with you and should you have any questions please don't hesitate to approach either of us.

Respectfully;

Catherine Jones
Board Chair
705.737.7536
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Kevin Linnen
Clinic Director
705.722.1581
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All about the Georgian Nurse Practitioner Led Clinic

The Georgian Nurse Practitioner Led-Clinic when at full staffing complement in September 2011 will consist of 4 Nurse Practitioners.

The Georgian Nurse Practitioner Led-Clinic has been operational since 2010.

The Georgian Nurse Practitioner Led-Clinic is comprised of 1 site within Barrie and can be found at the Georgian College Campus in the new Health & Wellness building.

The Georgian Nurse Practitioner Led-Clinic is comprised of:

- Nurse Practitioners (3.8)
- Collaborating Physicians (2)
- Registered Dietitian (1)
- Social Worker (1)
- Registered Practical Nurse (.8)
- Registered Nurses (1.5)
- Leadership and Administrative Support Teams (4)

WHAT IS THE GEORGIAN NURSE PRACTITIONER LED CLINIC?

Nurse Practitioner-Led Clinics are a new, innovative model for delivery of comprehensive primary health care in Ontario and Canada. The model is designed to improve access to care for the thousands of individuals and families who do not currently have a primary health-care provider. One of the unique aspects of the model is the incorporation of nursing leadership within an inter-professional team.

“Nurse Practitioner-Led Clinics offer all the services expected from a typical family practice—illness and injury treatments, physical examinations, well baby and child care, men’s health, women’s health, immunizations, counseling, education, smoking cessation, diabetes, asthma, arthritis, and heart disease management.”

Patients who register with a Nurse Practitioner-Led Clinic will have access to care when they are ill, as well as, a range of health services that help individuals and families maintain or improve their overall health. Among the programs and services that will be offered are annual physicals, episodic illness care, programs for older persons, immunizations, smoking cessation, injury prevention and monitoring and management of chronic diseases such as diabetes, arthritis, asthma and heart disease.

For more information about what a Nurse Practitioner-Led Clinic is please visit www.npao.org

Georgian Nurse Practitioner-Led Clinic



Strategic Plan 2016-2018

Together, Transforming Primary Care

**“Innovative team-based
health care for the people of
Barrie & North Simcoe Muskoka.”**



Welcome to the Georgian Nurse Practitioner-Led Clinic (Georgian NPLC) 2016-2018 Strategic Plan. Since the Ministry of Health & Long Term Care’s approval of our clinic in 2009 and our full establishment in 2010 we have focused on building an innovative, team-based, evidence-guided model of health care for our community. We have done this with strong support from our primary care partners, physicians and community. Over this period of time we have demonstrated how this new model can provide efficient, effective and high quality health services to clients who don’t have access to primary care. We are proud of our accomplishments and excited to further prove how nurse practitioner-led clinics can fill an important need in Ontario’s health system.

As our province’s health system continues to transform, our growing multi-disciplined team, committed community partners and dedicated Board of Directors will continue working together to find new and innovative ways of increasing access to quality, client-focused care. This remains our commitment to our community and to the Provincial Government.

Our 2016-2018 Strategic Plan is a “refreshed” plan that builds on the foundation and directions set forth in our former (2012-2015) plan. This updated plan seeks to sharpen our focus while leveraging the accomplishments and lessons learned over the past three years. I would like to thank all of our staff, partners, community partners and clients for helping us to develop our new plan. We look forward to the next 3 years as we bring our plan to life.

Brian Jeffs, Board Chair,
on behalf of the Georgian NPLC Board of Directors

OUR MINISTRY

In 2007 the Ministry of Health and Long-Term Care (the Ministry) announced the creation of 25 NPLCs. The Clinics are targeted to be fully operational by the end of 2012. To date, there are 25 NPLCs in various stages of development in the following communities: Barrie, Belle River Township of Lakeshore, Belleville, Capreol, Essex, French River, Huntsville, Ingersoll, Kitchener, London, Niagara Falls, North Bay, Oro Station, Oshawa, Peterborough, Sarnia, Sault Ste Marie, Scarborough, South Glengarry, Smiths Falls, Sudbury, Sutton, Thessalon, Thunder Bay and Toronto.

Nurse practitioner-led clinics offer important health services such as comprehensive primary care, illness prevention and health promotion. Through a collaborative practice approach with an inter-professional team of health care providers and support staff, the Nurse practitioner-led clinics provide accessible and co-ordinated family health care services improving the quality of care through co-ordination, disease prevention, chronic disease management and navigation of the health care system at the local level.

In implementing our 2016-2018 strategic plan Georgian NPLC will ensure that we meet or exceed the MOHLTC's expectations and objectives for us and will continue to "lead the way" for the NPLC model.

Ministry of Health and Long Term Care Priorities for NPLCs

Georgian NPLC's accountability with the MOHLTC includes delivering on the following priorities:

- Value for service
- Illness prevention services
- Better access
- Support for seniors

(Action Plan to Transform Health Care, January 30, 2012)



OUR CONTEXT

“The Georgian NPLC is one of only 25 nurse practitioner led-clinics in the Province and has been recognized as a model agency. As this innovative new approach to primary care evolves, Georgian NPLC will be called upon more and more to lead the way.”

Our 2016-2018 Strategic Plan builds on Georgian NPLC’s successes and seeks to solidify the role we can play in transforming primary health care, together with our partners. As the government continues to transform the healthcare landscape we believe that Georgian NPLC and the NPLC model will remain uniquely positioned to play an important role.

Some of Georgian NPLC’s greatest strengths include:

- Personalized quality care and services
- Professional and caring personnel
- Comprehensive care “under one roof”
- Open and trusting relationships
- Strong partner linkages and collaboration
- Innovative and flexible solutions
- Efficient and accountable operations
- Measureable outcomes
- High rate of patient satisfaction with clinical encounters/outcomes

We will use our strengths and strong community relationships to enhance the role we play in providing timely access to quality care within an increasingly integrated health system.

Our Clinic

- Funding is provided by the Ministry of Health & Long Term Care
- Operating budget ~\$1.3 million
- Our team:
 - 4 Nurse practitioners
 - 1.5 Registered nurses
 - 1 Social worker
 - 1 Registered dietitian
 - 4 Administrative professionals
 - 0.7 Registered nurse (Ontario Telemedicine Network)
 - .5 Pharmacist
 - Collaborating physicians
- 3,000 registered patients
- Nurse practitioners provide 10,459 visits annually (2014)
- Inter-professional health care practitioners provide 8,260 visits annually (2014)
- Progressive and accessible facilities
 - State of the art building
 - 7 examination rooms
 - Leading edge examination & diagnostic tools
 - Ontario Telemedicine Network Services

OUR COMMUNITY



The Georgian NPLC serves the city of Barrie and the communities of North Simcoe Muskoka. Being located on the Barrie campus of Georgian College, the clinic also serves a growing student population, many of whom do not have access to primary care while attending the college. Barrie is in close proximity to the Greater Toronto Area to the south and to the expansive rural and “cottage country” to the north. This area continues to see strong growth and development with a population that is increasing in size, diversity and complexity of care needs.

Some of Georgian NPLC’s greatest challenges include:

- Demand exceeding capacity and the possible negative affects this may have on service and quality
- Serving the college population while still enabling access and meeting to the broader community’s needs
- Ensuring that the public understands the role and services that the nurse practitioner-led clinic model offers

We will pay close attention to all of our communities’ needs and will work together with our care partners to ensure timely access to quality care for everyone.

Our Demographics

- NPLC Catchment area includes residents living in Barrie, Innisfil, Springwater, Essa and Canadian Forces Base Borden
- Potential population serviced by the clinic is just above 205,518 and 8,145 college students
- Higher forecasted population growth, 2011-2021; 16.6% compared to 12.7% provincially
- Higher number of seniors; 15.9% compared to province 14.2%
- Higher share of Aboriginal residents; 3.3% compared to province 2.0%
- Francophone population accounts for 3% compared to province wide 4.4%
- Number of nurse practitioners 101+
- Number of primary care physicians 245 with 16 primary care groups across NSM LHIN
- *Per NSM LHIN Annual Report 2012-13 Please visit www.nsmhlin.on.ca for more details about our community health profile*
- *Per NSM LHIN Integrated Health Service Plan (IHSP) 2013-2016. Please visit www.nsmhlin.on.ca*

OUR LHIN



- 7 Hospitals
- 1 Community Care Access Centre
- 9 Community Mental Health Services
- 3 Community Health Centres
- 28 Long Term Care Homes
- 31 Community Support Services

Health care providers across the province have been working with their Local Health Integration Networks (LHINs) for the past decade to better plan and coordinate the delivery of programs and services. While nurse practitioner-led clinics are not funded or accountable to LHINs, the Georgian NPLC is a critical component of North Simcoe Muskoka LHIN's Integrated Health Service Plan. As such our planning, and service delivery will remain connected to this larger integrated system.

Some of Georgian NPLC's greatest challenges in the evolving health care system include:

- Duplicating services with other care partners and providers
- Reducing "silos" in the system
- Changing from competitive to collaborative behaviours
- Ensuring that patient/client needs are at the forefront of decision-making

In implementing our 2016-2018 strategic plan Georgian NPLC will ensure that our efforts are aligned with the larger health care system goals for the benefit of our entire community.

North Simcoe Muskoka LHIN Integrated Health Services Plan

North Simcoe Muskoka's Integrated Health Service Plan (2013-2016) is based on local population health needs, health system trends, and stakeholder input. It focuses on three strategic priorities:

- Healthy People
 - Excellent Care
 - One System
- Please visit www.nsmhlin.on.ca for details about the North Simcoe Muskoka LHIN

OUR CORE COMMITMENTS



As part of refreshing our 2016-2018 Strategic Plan, we asked some of our key stakeholders to review our vision and mission statements which were last updated in 2012. Through this feedback we affirmed that our core commitments remain accurate and succinctly convey the purpose and direction of the Georgian NPLC.

We believe that these few words continue to describe what we strive to do everyday. Together, our mission, vision and guiding values, clearly reflect our commitment to our clients, to the MOHLTC, and to the communities we serve.

OUR MISSION

Enhancing access to primary care through the Nurse Practitioner Led-Clinic model.

OUR VISION

Together, transforming primary care for your better health.

OUR STRATEGIC PRIORITIES

In 2012 we adopted a “balanced scorecard” framework to ensure that our priorities work in harmony with one-another to achieve our mission and vision for the future. Our 2016-2018 plan continues to use this good practice framework. Our refreshed priorities build on the strengths of our achievements and enable us to concentrate on the things that will matter most over the coming 3 years. All of our priorities focus on supporting and advancing the accessibility and quality of our services to our clients.

Each of our ten (10) longer-term priorities have been set by understanding our clients' needs, our organizational capacity, our risks and our opportunities. They also take into account the many shifts that are underway in our health care system.

Despite the complexities in our environment, we will set and actively pursue long-term goals that enhance our value to our clients within the larger care community and our evolving health care system.



OUR STRATEGIC PRIORITIES



Our Clients

- Deliver quality client-focused care
- Enhance access to care

Our People

- Attract and retain the best professional team
- Sustain a supportive environment and organizational culture

Our Care & Community Partners

- Enhance our community partnerships
- Contribute to the evolving health system

Our Internal Systems & Processes

- Ensure reliable resources, systems and technology to support care
- Optimize our patient and work flow

Our Financial Commitments

- Ensure long-term financial sustainability
- Ensure accountability and transparency

OUR CLIENTS



Accessible, quality client-focused care and service is and will remain Georgian NPLC's primary focus. Our clients expect to have reasonable access to the care they need, when they need it. They also expect that the care will be delivered by the right, professional, skilled and compassionate people. Our nurse practitioner-led clinic model strives to assemble the right mix of talent and tools to meet these client expectations. As the needs of our community evolve we will pay close attention so that, together with our other community partners, we can continue to provide access to the comprehensive care and service that our clients have come to expect.

Priorities & Goals

1. Deliver quality client-focused care

- Understand and improve the client experience
- Empower clients to self-manage
- Emphasize preventative care
- Respect client diversity

2. Enhance access to care

- Ensure timely access to the clinic
- Maintain reasonable client admissions
- Assess our capacity to manage complex health needs

Some Key Measures:

- *Client satisfaction survey results*
- *3rd next available appointment*
- *Admissions / roster tracking*
- *Caseload tracking*
- *Patient visit frequency*
- *Clients completing preventative offerings*
- *Client participation at self-management offerings*
- *Clear working definition for "complex needs"*

OUR PEOPLE



Georgian NPLC could not possibly deliver the variety or quality of service and care it is known for without the dedication of talented and committed people. Throughout our organization, staff, health professionals, and community partners take pride in their work and strive to find new ways to work together to improve the access and service we deliver to our clients. Our state of the art facility, partnership with Georgian College, and thriving Barrie community, make the Georgian NPLC attractive to many health care professionals. We will continue to harness the uniqueness of our geography, our model of delivery, our facilities, and our culture to attract and retain the best inter-professional team.

Priorities & Goals

3. Attract and retain the best professional team

- Maintain the clinic's full complement of clinical and administrative staff
- Establish succession plans for leadership positions

4. Sustain a supportive environment and organizational culture

- Make the Clinic a great place to work
- Foster a culture of inclusivity, respect and diversity

Some Key Measures:

- *Employee engagement and satisfaction survey results*
- *Team compliment numbers*
- *Turnover rate tracking*
- *Sick time tracking*
- *Exit interview tracking*
- *Succession plans in place*

OUR PARTNERS



The Barrie and surrounding community has a growing pool of talented care and community partners. Each of these agencies is doing the best it can to serve their clients' growing needs while balancing limited resources. As Ontario's health system continues to transform organizations are required to work more closely together - to put patients first, to ensure timely access to the right care in the right setting, to ensure high quality care, streamline transitions and overall, to improve the "patient experience". Georgian NPLC will continue to seek out and partner with its health care partners so that together, we can meet our community's and government's expectation of excellent care, for all.

Priorities & Goals

5. Enhance our community partnerships

- Build on our strong existing partnerships
- Identify opportunities for new mutually valuable partnerships

6. Contribute to the evolving health system

- Build relationships with MOHLTC and NSMLHIN
- Enhance the understanding of the NPLC model

Some Key Measures:

- *Inventory and assessment of partnerships*
- *Relationship plan in place for key partners*
- *Outreach activity with local health service partners*
- *Collaborative activity with peer NPLCs*
- *Involvement in LHIN activity*
- *Contact and relationship with MOHLTC*

OUR INTERNAL SYSTEMS



Balancing resource efficiency, effectiveness, safety, quality, client satisfaction and stakeholder accountability is a delicate act. Georgian NPLC will continue to seek ways to use technology and best practices to enhance accessibility and service. As demand for services increases and potentially surpasses our own capacity, we will look to new ways and partnerships to ensure those needs can be met in the care community. Along the way we will ensure that we track and report the indicators and outcomes needed to attract funding and resources that will enable future growth.

Priorities & Goals

7. Ensure reliable resources, systems and technology to support care
 - Establish standards and understand gaps
 - Explore and leverage new technologies

8. Optimize our patient and work flow
 - Track, understand and enhance client encounters and flow
 - Track, understand and improve efficiencies in work flow

Some Key Measures:

- *Baseline measures in place for key metrics*
- *Gap assessment completed*
- *New technology introduced (e.g. patient portal)*
- *Usage/activity reports for client interface with technology*
- *Patient flow tracking*
- *Work flow tracking*

OUR FINANCIAL COMMITMENTS



Global economic conditions have put increased pressure on governments and their service delivery agents throughout the health system. These conditions are likely to continue into the foreseeable future and will require the Georgian NPLC to do its best to reconcile the tension between excess demand and limited resources. We will continue to work closely with our funder, the Ministry of Health and Long Term Care, as well as with other funding partners to find the most reasonable, innovative and sustainable solutions.

Priorities & Goals

9. Ensure long-term financial sustainability

- Achieve a balanced operating budget
- Seek greater flexibility in use of funding

10. Ensure accountability and transparency

- Meet MOHTLC Accountability Agreement Requirements
- Provide accurate, timely, compliant reporting

Some Key Measures:

- *Accountability agreement compliance*
- *Balanced budget*
- *Favourable audit reports*
- *Annual report available to public*
- *Multi-year financial plan*
- *Improved flexibility in funding usage*

“Many hands make light work.”



Teamwork & Commitment

Georgian NPLC has assembled a talented and committed team of professionals and volunteers. Together, we do our best every day to deliver quality care to our clients. Through inspirational team work, an engaging approach and the collaboration of key community partners we will continue to play a valuable role in our local health system.

Together, we are transforming primary care for your better health!

Kevin Linnen

Interim Nurse Practitioner Lead

Aimee Moore

Administrative Lead

Georgian NPLC

Georgian College Barrie Campus, Sadlon Centre for Health & Wellness

M Building Room M139

One Georgian Drive

Barrie ON L4M 3X9

705.722.1581

www.georgiannplc.ca

www.georgianc.on.ca/healthandwellness/clinics/nurse-practitioner-led/

2015 Board of Directors

- Emily Greb
- Brian Jeffs, (Chair)
- Catherine Jones
- Alicia Sedgwick
- Valerie Smith
- Cassandra Thompson
- Melody van Andel
- Corry Van Nispen

OUR STRATEGIC PLAN AT A GLANCE

VISION: Together, transforming primary care for your better health.

MISSION: Enhancing access to primary care through the Nurse Practitioner-Led Clinic model.

CLIENT PRIORITIES

1. Deliver quality client-focused care
2. Provide timely access to care

PEOPLE PRIORITIES

3. Attract and retain the best professional team
4. Sustain a supportive environment and organizational culture

PARTNER PRIORITIES

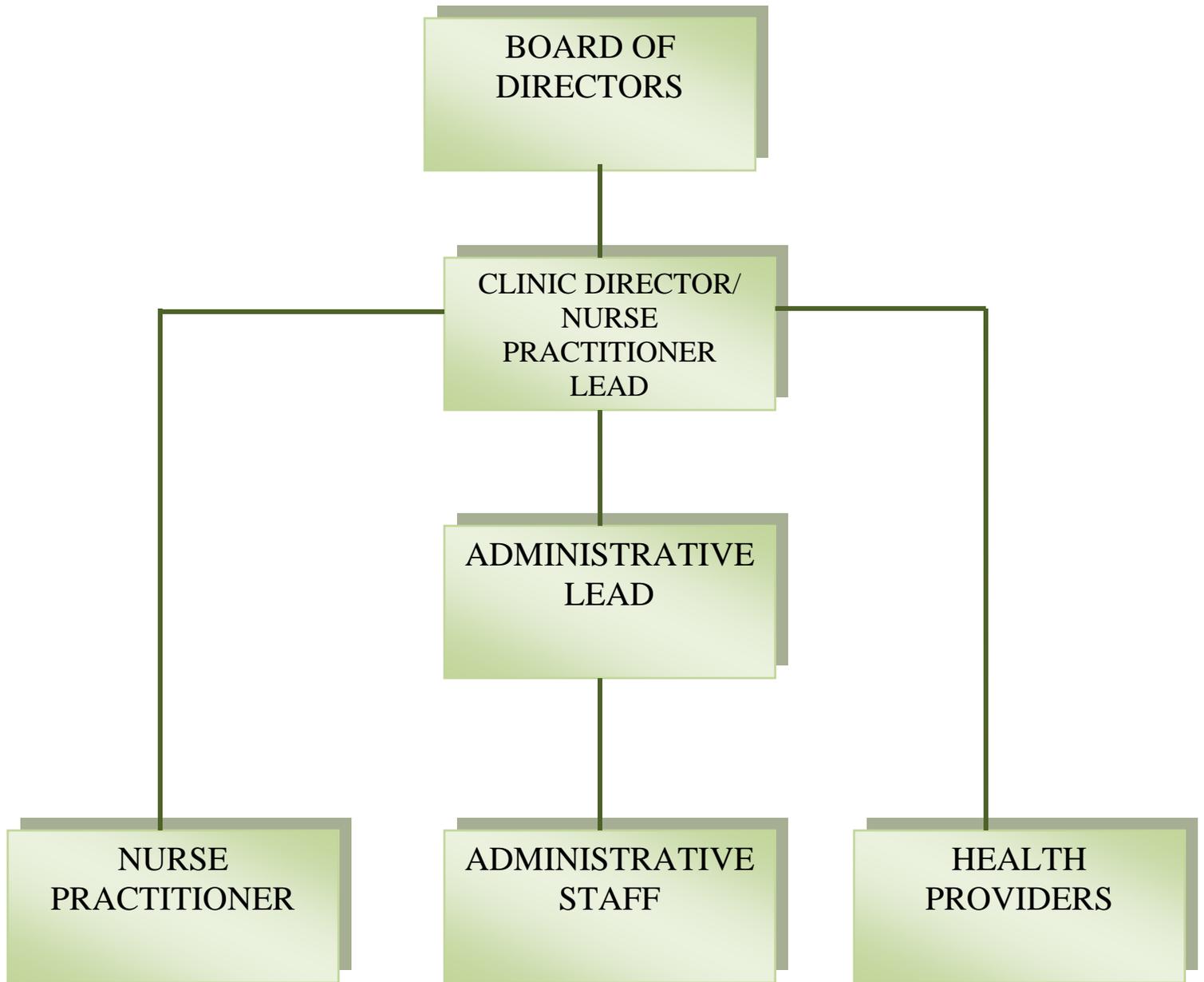
5. Enhance our community partnerships
6. Contribute to the evolving health system

INTERNAL PRIORITIES

7. Ensure reliable resources, systems and technology to support care
8. Optimize our patient and work flow

OUR FINANCIAL PRIORITIES

9. Ensure long-term financial sustainability
10. Ensure accountability and transparency



Georgian Nurse Practitioner-Led Clinic Clinic Director/Nurse Practitioner Lead

POSITION DESCRIPTION

POSITION: CLINIC DIRECTOR/NP LEAD	STATUS: <input checked="" type="checkbox"/> FULL TIME, <input type="checkbox"/> PART TIME, <input type="checkbox"/> CASUAL
DEPARTMENT:	REPORTING TO: BOARD OF DIRECTORS
SUPERVISION: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	
----- APPROVAL SIGNATURE -----	
_____ APPROVED BY BOARD CHAIR	_____ DATE

The Georgian Nurse Practitioner-Led Clinic (GNPLC) will provide primary care services to residents living in the City of Barrie, Town of Innisfil, Springwater Township, as well as Essa Township (in which CFB Borden is located).

The Clinic Director/Nurse Practitioner Lead serves as the executive director and is responsible for providing leadership and direction for the day-to-day operations of the clinic. The Clinic Director/Nurse Practitioner Lead works closely with the Administrative Lead. The Administrative Lead reports to the Clinic Director/Nurse Practitioner Lead and both positions communicate with the Board of Directors. The Clinic Director/Nurse Practitioner Lead is also a RN (EC) and divides her/his time between these two roles. He/she is expected to fulfill the duties and responsibilities of the Nurse Practitioner job description for the clinical component of his/her role. The Clinic Director/ Nurse Practitioner Lead (CD/NPL) sits on the Board of Directors and is a non-voting member of the Board.

DUTIES AND RESPONSIBILITIES	PERCENTAGE %
<p><u>Clinic Director / Nurse Practitioner Lead Responsibilities</u> <u>Qualification Areas: Leadership, service, strategy, innovation; achievement, organization, teamwork, training & management</u></p> <ul style="list-style-type: none"> ▪ Develop and submit, to Board of Directors for approval, formative structure and evaluation strategies for GNPLC; ▪ Develop and submit, to the Chair of the Board of Directors for approval, formative and role objectives for CD/NPL; ▪ Support the development of operational systems including sound financial management processes, an effective human resource program, an efficient purchasing, internal controls, 	<p>40%</p>

<p>diligent risk management and information management decisions;</p> <ul style="list-style-type: none">▪ Lead recruit, hiring and management of Clinical/Professional staff; Collaborate, with the Admin Lead, in the hiring process for general office staff who report to the Admin. Lead;▪ Lead in aligning the individual contributions of all GNPLC employees with the strategic objectives;▪ Lead, guide and support clinical/professional employees to achieve positive results and master performance factors, demonstrated commitment to mission, vision, values and strategic objectives; Plan, implement and evaluate health promotion, disease and accident prevention strategies and programs within the GNPLC;▪ Lead the development, planning, and evaluation of treatment education, counseling and health promotion activities for the GNPLC;▪ Develop systems to support coordination of services for patients;▪ Develop systems to support the recording and reporting of nursing and medical interventions and research;▪ Ensure submission of statistical reporting as required by the MOHLTC;▪ Develop systems to support employee participation in training sessions as required for employment;▪ Conduct regular employee team meetings, and share in co-ordination of training for clinical and administrative staff;▪ Conduct and document regular performance reviews for clinical/professional employees;▪ Collaborate in the conduction and documentation of regular performance reviews for administrative employees;▪ Collaborate with the Admin Lead in the development of office/clinic operational policy, practices and procedures;▪ Collaborate with the Admin Lead in the development and presentation to the board of directors for approval, governance policy, practice and procedures;▪ Collaborate with the Admin Lead in the development of systems for the ordering of supplies, furniture, and equipment;• Establish and maintain networks and partnerships with agencies and community groups;• Work collaboratively and as necessary participate in group work with MOHLTC staff and the North Simcoe Muskoka LHIN;• Ensure Client customer service is a priority of all staff	
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<p>members;</p> <ul style="list-style-type: none"> • Act as a resource for members of the clinic regarding professional standards and quality practice; • Prepare and present reports for the Board, as required, including an annual business plan for the clinic. 	
<p><u>Primary Health Care NP Responsibilities</u> <u>Qualification Areas: Service, thinking, planning & teamwork</u></p> <ul style="list-style-type: none"> ▪ Conduct comprehensive and/or focused health assessments for the purposes of diagnosing and treating patients; ▪ Perform procedures and examinations for the purposes of assessment, treatment or assistance with health issues; ▪ Order diagnostic tests including laboratory tests, x-rays, ultra-sounds, mammograms & electrocardiograms; ▪ Communicate health findings and/or diagnoses, prognoses and options for treatment for conditions within the NP’s scope of practice; ▪ Prescribe specific drugs or over the counter products; ▪ Prescribe and administer immunizations; ▪ Utilize medical directives where care falls outside the NPs scope of practice; ▪ Provide primary health care to clinic patients in accordance with standards set by governing body, and in alignment with the overall strategic direction of the clinic; ▪ Provide advice and support on health promotion, disease prevention, chronic disease management, community assessment and development, and palliative care to patients in the community; ▪ Augment access to enhanced assessment, diagnosis and treatment within the community and/or target population; ▪ Collaborate and/or consult as appropriate, with members of an interdisciplinary team whose members are linked with the clinic, the local hospital, medical clinics, community care system, attending and specialist physicians and the surrounding community to assess, plan, implement, evaluate and coordinate a client’s plan of care and treatment; Participate in committees or community groups where an identified need for advocacy or representation is required. 	<p>40%</p>
<p><u>Community Liaison/Public Relations</u> <u>Qualification Areas: Critical thinking, motivation & flexibility</u></p>	<p>10%</p>

<ul style="list-style-type: none"> ▪ Advocates for NP Lead Clinics as a health care model in the province of Ontario; ▪ Acts as the media spokesperson for the clinic; ▪ Acts as the Ministry of Health liaison for the clinic on matters regarding the development and operations and the provision of health care and patient matters; ▪ Attends public events as required; and ▪ Acts as the liaison between the clinic and the Dean of Georgian College Health Sciences department regarding matters of mutual interest. 	
<p><u>Professional Development</u> <u>Qualification Areas: Strategy, thinking, motivation & planning</u></p> <ul style="list-style-type: none"> • Maintain professional competence through ongoing professional development. Fully participate in the Quality Assurance Program of the College of Nurses of Ontario; • Stay current and aware of opportunities to implement new, evidenced-based methods of client assessment, treatment and programming; • Participate in self-directed learning to ensure that practice remains relevant by attending professional conferences, e-learning and journal reviews; • Participate on interdisciplinary committees to promote professional/interpersonal development; and • Lead or participate in clinical projects and research studies as required. 	<p>5%</p>
<p><u>Other Duties</u> <u>Qualification Areas: Leadership, service, innovation, flexibility & perseverance</u></p> <ul style="list-style-type: none"> ▪ As required to ensure the smooth operation of the clinic in provision of health care services to patients. 	<p>5%</p>

EDUCATION, EXPERIENCE AND SKILLS

- Current registration with the College of Nurses of Ontario (CNO)
- Completion of a recognized Primary Care Nurse Practitioner program
- RN(EC) Licensing with CNO

- Bachelor of Science in Nursing
- Member of RNAO and NPAO
- Valid CPR certification
- Leadership experience within Nurse Practitioner service models/projects preferred
- Experience in primary health care within a family practice setting is preferable
- Independent health care assessment and client management skills are required
- Experience working with inter-professional health care teams and providing collaborative support
- Demonstrated ability to work effectively in a fast paced environment
- Demonstrated communication skills and problem solving abilities
- Act as a change management agent
- Strong working knowledge of computer applications such as MS Word and Outlook
- Experience using electronic medical records systems

JOB REQUIREMENTS

- Must have the ability to travel within the community
- Must adhere to Occupational Health & Safety policies and procedures, as per applicable legislation
- CPIC is required
- Ability to travel throughout Barrie and area

CONTACTS INTERNAL	CONTACTS EXTERNAL
NP-Led Clinic Board of Directors	Ministry of Health and Long Term Care
NP-Led Clinic Administrative Lead	North Simcoe Muskoka LHIN
Employees, including Allied Health Professionals and Administration Staff	Barrie Community Health and Social services
Clients/Families Contracted Professional Staff	Non-Government Organizations

PHYSICAL DEMANDS:

Moderate: The position requires minimal physical effort and the workday comprises roughly of equal amounts of standing and sitting, with frequent position changes. This position requires the RN (EC) to exhibit creativity and exceptional problem solving skills.

FINANCIAL RESPONSIBILITY:

- Lead the development of systems, programs and services for the organization
- Lead critical decision making & expenditure of resources as planned.
- All clinic team members are responsible for ensuring that resources are purchased and used in an appropriate and transparent manner.

WORK ENVIRONMENT:

Nurse Practitioner-Led Clinics:

The work environment will primarily be in well-lit, well-ventilated clinic areas that are furnished ergonomically. Exam rooms are spacious, well equipped and supplied. Personal office space may or may not be shared.

Employee Extension List-updated June 2016

Name	Position	Phone	Fax	Email
Amber Sperling	Social Worker	705.722.1581	705.722.1583	asperling@georgiannplc.ca
Ann Louise McLean Miller	Registered Nurse	705.722.1581	705.722.1583	annlouise.mclean-miller@georgiannplc.ca
Lisa Markov	Nurse Practitioner	705.722.1581	705.722.1583	lisa.markov@georgiannplc.ca
Jennie McCurdy	Registered Dietitian	705.722.1581	705.722.1583	jmccurdy@georgiannplc.ca
Kevin Linnen	Clinic Director	705.722.1581	705.722.1583	Kevin.Linnen@georgiannplc.ca
Marika Robbenhaar	Registered Nurse	705.722.1581	705.722.1583	marika.robbehaar@georgiannplc.ca
Victoria Denbok	Registered Practical Nurse	705.722.1581	705.722.1583	victoria.denbok@georgiannplc.ca
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Pain Management Services Expectations

For Patient

- Be a partner in health care service plan goals setting and delivery
- Share accurate information in a timely manner
- Share contact information
- Be knowledgeable of pain mechanisms, the concepts of dependence, tolerance and addiction, management resources & requirements
- Expert overall approach to include move from passive to active modalities
- Report red flags including sudden change pain, traumas, fevers or change in bowel or bladder control

For Health Service Providers

- Conduct appropriate history & physical assessments early and repeatedly in care plan
- Utilize evidence based tool to facilitate diagnosis and therapeutic care plans
- Employ Pain Assessment Tools:
 1. Fibromyalgia pain, sleep and activity scale
 2. Six “As” to documentation (analgesia, activity, affect, adverse effects, ambiguous behaviours & accurate records of prescribed medications)
 3. Brief Pain Inventory
 4. Visual Analog/Numeric Rating Scale
 5. Feldt-Non-verbal pain tool, Faces
 6. McGill Pain Questionnaire (long/short forms)
 7. DN4-neurological pain
 8. Pain Disability Index (PDI)
- Employ Psychosocial Tools:
 1. Beck Depression Scale
 2. Hamilton Anxiety Scale
 3. Sheehan Disability Scale
 4. Functional Living Index-Cancer Pain
- Utilize diagnostics to gain accurate diagnosis type/origin of pain:
 1. EMG/Nerve Conduction Studies to rule out nerve impingement
 2. X-ray, MRI, CT scan to rule out structural disease
- Consider non-pharmacological pain treatment options:
 1. Activity as tolerated to resume gradually, home exercise program useful
 2. Physio-therapy for acute <1-days, sub-acute 30-90 days, persistent 3-6 mos. And chronic ? 3mos, active exercise better than passive
 3. Spinal manipulation questionable results, most useful in sub-acute illness
 4. Massage effective with persistent low back pain
 5. Psychosocial intervention to break chronic pain cycle
 6. Multidisciplinary interventions refer to internal team, external pain clinics and Mind Body Medicine program if >3 mos. Duration

7. Patient education for pain mechanism, treatments, heat TENS, lumbar support, acupuncture etc/ (effective vs. not effective message)
- Trial pharmacological treatment options:
 1. Modified “WHO Analgesic ladder”-> Acetaminophen, Acetaminophen with codeine, NSAIDs, Muscle relaxants, Tricyclic Antidepressants, Anticonvulsants, Opioids (requires treatment agreement), Topical Rubs, Epidural steroids, herbals, Botox injections, Miacalcin, Bisphosphonates, Methotrimeprazine, Orphenadrine, Topical steroids, Steroid joint injections
 2. Monitor adverse drug reactions, drug interactions & side effects through history, physical, laboratory and screening assessments at baseline and q3-6mos.->stable.
 3. Employ conversion tables to calculate analgesic/equianalgesic dosages with consideration for metabolism, renal/liver function, age, level of narcotic experience.
 4. Prevent and control adverse drug effects.
 - Opioid Treatment Agreement components:
 1. Opioid Misuse Risk Assessment
 2. Opioid risk tool
 3. Brief pain inventory
 4. Pain diagram
 5. Narcotic agreement/contract
 6. Evidence of personal identification being presented during prescription
 7. Record of prescribers identification number & type on prescription
 - Special considerations;
 1. Pediatric pain
 2. Pain in the elderly
 3. Rheumatological pain
 - Internal Pain service providers
 1. Nurse practitioners
 2. Collaborating physicians
 3. Registered nurses
 4. Social worker
 5. Pharmacist
 6. Registered dietitian
 - External Pain Service Providers
 1. Dr Menuck-mind body medicine
 2. Barrie pain clinic
 3. Huroina pain clinic
 4. Pain service/radiology RVH
 5. OTN-pain clinics across Ontario
 6. Methadone programs
 - Resources:
 1. RXfiles Drug comparison
 2. Ontario Narcotics Safety & Awareness Act, 2010
 3. www.ontario.ca/narcoticsstragy

Mental Health Services Expectations

For Patient

- Be a partner in health care service plan goals setting and delivery
- Share accurate information in a timely manner
- Share contact information
- Be knowledgeable of pain mechanisms, the concepts of dependence, tolerance and addiction, management resources & requirements
- Expert overall approach to include move from passive to active modalities
- Report red flags including sudden change pain, traumas, fevers or change in bowel or bladder control

For Health Service Providers

- Conduct appropriate history & physical assessments early and repeatedly in care plan
- Utilize evidence based tool to facilitate diagnosis and therapeutic care plans
- Employ Mental health screening tools and assessment tools:
 1. Examples: fibromyalgia pain, sleep and activity scale
 2. Six “As” to documentation (analgesia, activity, affect, adverse effects, ambiguous behaviours & accurate records of prescribed)
- Employ Psychosocial Tools:
 1. Beck Depression Scale
 2. Hamilton Anxiety Scale
 3. Sheehan Disability Scale
 4. Functional Living Index-Cancer Pain
- Utilize diagnostics to gain accurate diagnosis:
 1. Confirm and rule out other medical conditions
 2. X-ray, MRI, CT scan to rule out structural disease
 3. Consider non-pharmacological supportive treatment options
 4. Activity as tolerated to resume gradually, home exercise program useful
 5. Physio-therapy for acute <1-days, sub-acute 30-90 days, persistent 3-6 mos. And chronic? 3mos, active exercise better than passive
 6. Massage effective with persistent low back pain
 7. Psychosocial intervention
 8. Multidisciplinary interventions refer to internal team, external mental health services and programs within the community
 9. Patient education for mental health conditions, treatments
- Trial pharmacological treatment options:
 1. Pharmacological therapy according to evidence based guidelines
 2. Monitor adverse drug reactions, drug interactions & side effects through history, physical, laboratory and screening assessments at baseline and q3-6mos.->stable.

3. Employ conversion tables to calculate medication dosage and titrations with consideration for metabolism, renal/liver function, age, level of narcotic experience.
 4. Prevent and control adverse drug effects.
- Mental Health Care Plan Agreement components:
 1. Screening, Assessments, Monitoring
 2. Conduct/service agreements as required
 3. Evidence of personal identification being presented during controlled agent prescription
 4. Record of prescribers identification number & type of agent/prescription
 - Special Considerations:
 1. Mental Illness with dual diagnosis
 2. Mental Illness in the Elderly
 3. Mental Illness in Children
 - Internal Mental Health Service Providers:
 1. Nurse Practitioners
 2. Collaborating Physicians
 3. Registered Nurses
 4. Social Worker
 5. Pharmacist
 6. Registered Dietitian
 - External Mental Health Service Providers:
 1. Dr Menuck-Mid body medicine
 2. CMHA
 3. CAMH
 4. CAS
 5. Ontario Telemedicine-Psychiatry across Ontario
 6. Methadone Programs
 - Resources:
 1. RX files drug comparison charts
 2. EBGs Links
 3. Websites

Smoking Cessation Services Expectations

For Patient

- Be a partner in health care service plan goals setting and delivery
- Share accurate information in a timely manner
- Share contact information
- Be knowledgeable of pain mechanisms, the concepts of dependence, tolerance and addiction, management resources & requirements
- Expert overall approach to include move from passive to active modalities

For Health Service Providers

- Provide education, resources and support related to smoking cessation, to all of the different patient populations at GNPLC to encourage a smoke free healthy lifestyle
- Health team providers collect information and identify patients during the initial health intake interview who currently smoke
- Health team providers implement the Ask, Advise, Assist, Arrange Protocol to determine the readiness of the patient to quit and to provide smoking cessation intervention relating to the change model
- Implement best practice guidelines for smoking cessation
- Provide population specific counseling for adolescents, seniors, prenatal, aboriginals and mental health
- Provide smoking cessation counseling in 4 sessions depending on the individuals needs
- Monitor carbon monoxide levels in patients using Smokerlyzer carbon monoxide monitor, with each visit

- Initial intake
 1. Administrative initial screening tool of Ask, Advise, Assist and Arrange during the initial intake assessment
 2. Complete Readiness Ruler and Decisional Balance Sheet with patient
- Visit one “you and your smoking” (completed by RN’s)
 1. Focus on developing Quit Date
 2. Review the Readiness Ruler and Decisional Balance Sheet completed during the initial visit
 3. Complete the following assessments and review with patient Why Test (assists with understanding why they smoke) Fagerstrom Test (nicotine dependence assessment)
 4. Review NRT and consider referral to pharmacist for further information
 5. Provide education regarding the health benefits of quitting and discuss positive short term and long term outcomes
 6. Instruct patient to complete tracking toll “Understanding your habit” and bring for next session to increase their awareness as to why they smoke
 7. Register patients on the Smokers Helpline Website for further tools and support

- Visit two “Developing your quit plan” (Completed by RNs)
 1. Review completed tracking tool from session 1 to assist patient in understanding and gain insight into their smoking pattern
 2. Patient to complete My Quit Plan Chart so patient can anticipate issues, feelings and urges they may be faced with during quitting. Allows for patient to be prepared for these stressors
 3. Review with patient the following handouts: Smoking Reduction Tips, Exercises to Stop Smoking, Spot Exercises, Ways to Relax and Check your Thoughts, Encourage patient to refer to these handouts as ways of coping with signs of withdrawal, increased anxiety.
 4. Discuss importance of changing the behavior of smoking with a healthier behavior. Also avoiding situations where that behavior would previously be acted on
 5. Refer patient to smoking cessation websites.
- Visit Three “Surviving Your Quite Day Tomorrow (Completed by RNs)
 1. Review strategies and what worked and didn’t work with patient over past week smoking habits of the previous week
 2. Discuss the 4 D’s to manage nicotine cravings through; deep breathing, delaying, drinking water, and doing something different
 3. Complete handouts; Quit day plan, Support networks
 4. Review how to handle cravings and coping withdrawal symptoms
 5. Prepare for success quit day
- Visit Four “Staying Quit” (Completed by RNs)
 1. Review strategies and smoking habits of the previous week
 2. Congratulate patient for their success and commitment over the past four weeks
 3. Discuss this week’s handout: Reward Plan, Initial Reactions to Quitting, Healthy Weight, Nutrition Tips, Myths about Meds and Staying Smoke Free.
 4. Assess patients need for further counseling sessions
- Resources
 1. Georgian NPLC Privacy Policy
 2. Professional College Standards
 3. Privacy Legislation Relations
 4. Tobacco Free RAO
 5. Program Training and Consultation Centre (PTCC)
 6. CAN-ADAPTT

Registered Nurse Services

Brief Description:

Registered Nurses help individuals, families, and groups to achieve health and prevent disease. They care for the sick and injured in many different settings throughout the community. Nurses have an ability to get along with a variety of people and communicate issues very well. They must provide, without prejudice, education, information and the best care possible for every person they see. Registered nurses have self-control and efficient problem solving ability.

Reasons to Refer:

- Initiate patient history & cumulative profile early and update regularly
- Refer to inter-professional providers as required (Dietitian, Social Worker, Pharmacist)
- Consult with Nurse Practitioner (NP) for required blood work for new patient admissions based on health history and medications
- Utilize evidence based tools to facilitate screening, risk assessment, nursing diagnosis and therapeutic care plans
- Provide Healthy Aging Screening and monitoring services for all patients aged 65 years using the following tools:
 - PHQ9, Geriatric Depression Scale-short form
 - The Cornell Depression Scale for Dementia
 - MOCCA, MMSE, Mini Cog
 - Timetti Mobility Test, Berg Balance, TUG
 - Provide patient information/education with handouts as appropriate
- Identify individuals requiring preventive vaccines/immunizations for nurse practitioners
- Provide vaccine/immunization services, as prescribed, to infants, children, adults and seniors including post vaccine management, required follow up and complete immunization schedules, 2 step TB testing and annual flu vaccines as appropriate
- Provide regularly scheduled prescribed medication injections such as Depo-Provera, vitamin B12 and allergy serum
- Provide medical procedures such as suture/staple removal, wound care and ear syringing
- Support and counsel patients for smoking cessation using best practice guidelines
- Provide pain assessment and management services for all patients experiencing pain and prescribed narcotics using the following tools
 - Pain diagram, Disability Scale
 - Visual Analog/Numeric Rating Scale, Feldt-Non-verbal pain tool
- Refer independently to internal and collaboratively to external pain management providers as appropriate including: Internal (Nurse Practitioners, Collaborating Physicians, Social Worker, Pharmacist, Registered Dietitian) and External Service Providers (Pain Management Clinics, Interventional Radiologists, Mind-Body Pain Programs)
- Utilize appropriate resources, including but limited to:
 - College of Nurses Standards, RNAO Documents

- Georgina NPLC Communication Policy
- Georgina NPLC Therapeutic Patient Relations Policy
- Georgina NPLC Privacy Policy
- Professional College Standards
- Privacy Legislation/Regulations
- Memory/Cognition: MOCA,MMSE (mini Cog, Clock draw for quick assessment)
- Depression Assessment:GDS,PHQ9,Cornell for dementia
- Pain: Pain assessment form, disability scale, visual analog/numeric rating scale, feldt-nonverbal pain tool
- Falls: Tinetti Mobility Test, Berg Balance (gold standard), TUG
- GiiC website for handouts: <http://giic/rgps.on.ca/>?
- Geriatrics at Your Finger Tips: Book
- Dosing of Medications for Patients with Decreased Renal Function

Future Developments

- Perform Well Woman Assessments including Pelvic Exams with specimen collection as prescribed
- Well Baby Assessments/Anticipatory Guidance for patients of newborns
- Pediatric Assessments/Anticipatory Guidance for parents of children
- Treating minor infections i.e. pink eye, UTI, vaginal infections by medical directives
- Follow up with patient lab results and provide dosing changes if appropriate i.e. warfarin dosing by medical directives
- Provision of hormonal contraception by medical directives
- Application of liquid nitrogen treatments to lesions identified by NP

Resources Required

- Provide ongoing education opportunities in order to practice at full scope of practice
- Development of medical directives as required by the College of Nurses of Ontario and College of Physicians and Surgeons
- Provide mentoring opportunities with NPs and interdisciplinary health team
- Changes in legislation and regulations that directly affect the RN role
- Changes in curriculum with baccalaureate nursing program
- Ministry funding for RN FTEs directed to organizations demonstrating supportive environment for the development of the RN role to its' fullest scope of practice.

DIETITIAN SERVICES

Brief Description:

Dietitians are health care professionals, who apply their unique body of knowledge and expertise to support people in understanding and applying the principles of healthy eating throughout the entire lifecycle. Dietitians utilize health promotion, disease prevention and treatment strategies that support communities and individuals to make healthy eating and active living choices

Reasons to Refer

- Healthy eating and balanced nutrition for any age
- Weight loss (BMI>24.9)
- Weight gain (10% weight loss or more in 6 months)
- Lowering cholesterol
- Reducing blood pressure
- Managing blood sugars-prediabetes and type ½ diabetics
- Heartburn, kidney stones and gout
- Celiac disease, IBS, Crohn's, Colitis
- Prenatal nutrition
- Reviewing your vitamin/mineral supplements-fibre, iron, calcium
- Polycystic Ovarian Syndrome
- Allergies
- Vegetarianism
- Selective eaters (more commonly known as "picky eaters")
- Dietary needs unmet due to financial issues-application for dietary allowance

Future Program services:

- Diabetes Self-Management
- Cardiovascular Disease
- Healthy Aging
- Respiratory Health

Social Worker Services

Brief Description:

The scope of practice of the profession of *social work* means the assessment, diagnosis, treatment and evaluation of individual, interpersonal and societal problems through the use of social work knowledge, skills, interventions and strategies, to assist individuals, dyads, families, groups, organizations and communities to achieve optimum psychosocial and social functioning (OCSWSSW, 2011).

Currently, within the NP clinic individual and family counseling may be provided, as well as support for connection to social assistance and community resources.

Reasons to Refer:

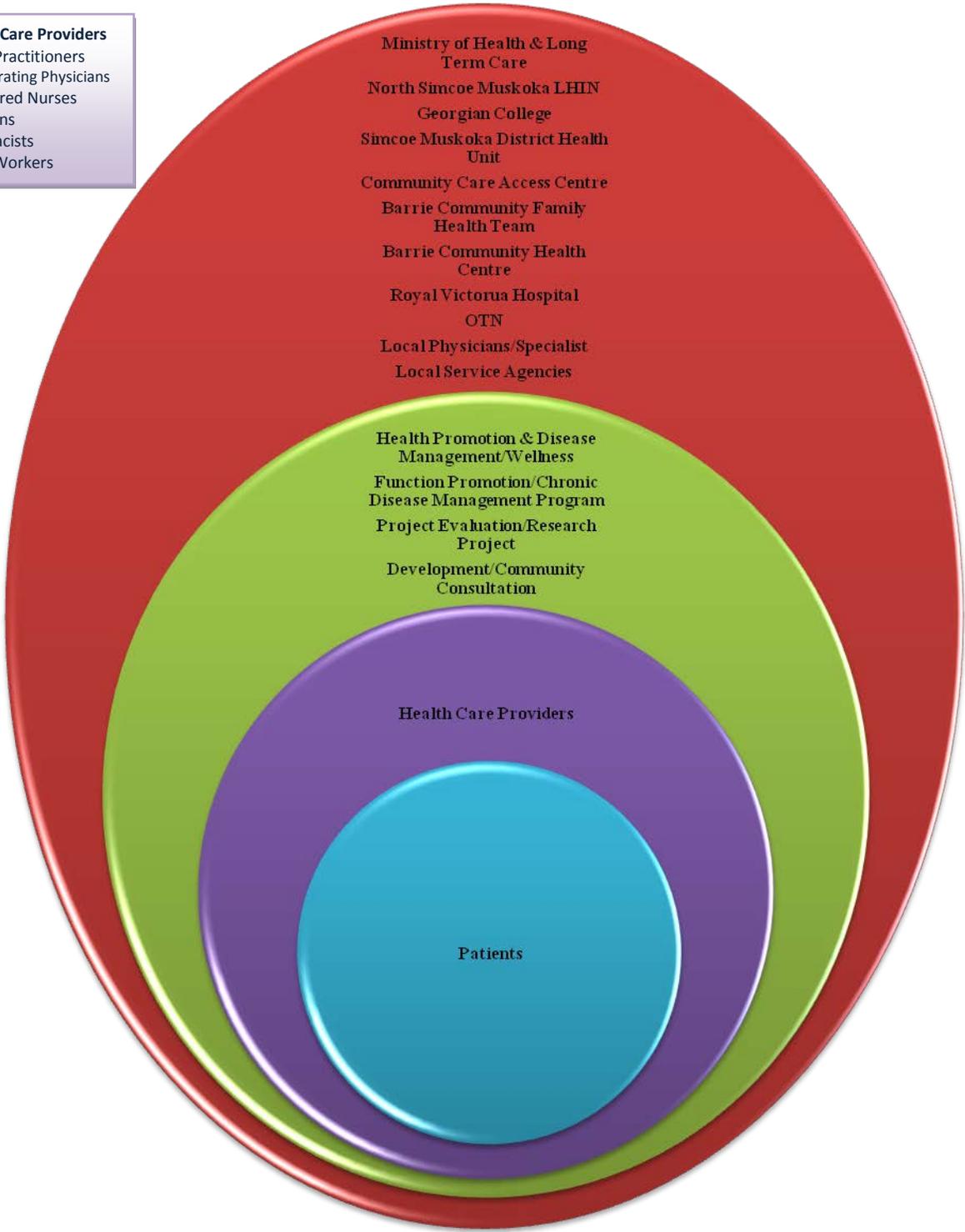
1. Mental Health:
 - Depression/mood disorder, anxiety, psychosis, fear, obsessive compulsive; symptom and medication management
2. Grief and Loss:
 - death and bereavement, job loss, relationships
3. Trauma:
 - victimization, experience of a traumatic event
4. Advocacy;
 - Financial/income Support (Assistance with ODSP, OW), connection to resources (legal aid, housing), employment support
5. Students:
 - adjustment to change, isolation, social support and social network building
6. Emotion Regulation:
 - anger disorders
7. Children/Parents:
 - behavioural problems identified by parents or teachers
8. Wellness and Coping:
 - stress, change, relationships, buildings supports, general unhappiness
9. Addictions:
 - drug, alcohol, gambling etc...
10. Identity Issues:
 - gender, self-esteem
11. Life Skill development:
 - connecting with resources (CCAC), skill development
12. Dual Diagnosis/Intellectual Disabilities and Mental Health:
 - accessing services, resources and coping

Initial session with referred patient may involve gathering information about their Psychosocial situation (previous counseling experience, strengths, family composition, mental health history etc.), and goals for involvement in social work services.

Counseling is generally six to eight sessions in length and appointment times are 50 minutes long on average. Appointments regarding resource connections and community supports may not require as frequent repeat visits.

Georgian Nurse Practitioner-Led Clinic Providers, Programs and Partnerships

- Health Care Providers**
- Nurse Practitioners
- Collaborating Physicians
- Registered Nurses
- Dietitians
- Pharmacists
- Social Workers



Section 2

Georgian Nurse Practitioner-Led Clinic By-Laws

BY-LAW NO.1

GEORGIAN NURSE PRACTITIONER-LED CLINIC

Revised

May 30, 2016

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GEORGIAN NURSE PRACTITIONER-LED CLINIC

BY-LAW NO. 1

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.01 Definitions

In this By-Law, the following words and phrases shall have the following meanings, respectively:

- (a) Not-for-Profit Corporations Act means the *Corporations Act* (Ontario) and, where the context requires, includes the regulations made under it; The Not-for-Profit Corporations Act will apply when it is proclaimed and the Georgian Nurse Practitioner-Led Clinic will be a closed corporation under the law.
- (b) "**Agreement**" means any agreement with the Ministry of Health and Long-Term Care concerning the establishment and operation of the Corporation;
- (c) "**Associates**" includes the parents, children, siblings, spouse or common law partner of the Director, as well as any organization, agency, company or individual (such as a business partner) with a formal business relationship to a Director;
- (d) "**Board**" means the board of directors of the Corporation;
- (e) "**By-Laws**" means any by-laws of the Corporation from time to time in effect, including this By-Law No.1;
- (f) "**Committee**" means a committee of the Board or as otherwise specified in this By-Law;
- (g) "**Community**" means the catchment area as served by the Corporation;
- (h) "**Conflict of Interest**" includes, without limitation, the following three areas that may give rise to a conflict of interest for any of the Directors, namely:

- (i) Pecuniary or Financial Interest - a Director is said to have a pecuniary or financial interest in a decision when the Director (or his or her Associate) stands to gain by that decision, either in the form of money, gifts, favours, gratuities or other special considerations;
 - (ii) Undue Influence - a Director's participation or influence in Board decisions that selectively and disproportionately benefits particular agencies, companies, organizations, municipal or professional groups, or customers or stakeholders of the Corporation from a particular demographic, geographic, political, socio-economic, cultural or other group is a violation of the Director's entrusted responsibility to act in the best interests of the Corporation as a whole; and
 - (iii) Adverse Interest - a Director is said to have an adverse interest to the Corporation when he or she is a party to a current, pending or threatened claim, application or proceeding against the Corporation;
- (i) "**Corporation**" means the Georgian Nurse Practitioner-Led Clinic;
 - (j) "**Director**" means a member of the Board;
 - (k) "**Ex officio**" means membership "by virtue of office" and includes all rights, responsibilities and power to vote, unless otherwise expressly specified in these By-Laws;
 - (l) "**Excluded Person**" means:
 - (i) any individual who provides goods or services to the Corporation whether through a contract of or for services, including employees; or
 - (ii) any Associate of an individual listed in clause (i) above;
 - (m) "**Clinic Director/Nurse Practitioner Lead (CD/NPL)**" means the executive director of the Corporation appointed by the Board to manage and administer the day-to-day affairs of the Corporation;
 - (n) "**Head Office**" means a place such as the Board determines by Special Resolution from time to time;
 - (o) "**Letters Patent**" means the letters patent incorporating the Corporation,

dated February 3, 2010, and any supplementary letters patent of the Corporation;

- (p) **"Member"** means a member of the Corporation;
- (q) **"Georgian NP Clinic"**(GNPLC) means the Georgian Nurse Practitioner-Led Organization
- (r) **"Officer"** mean those officers of the Corporation set out in section 8.02;
- (s) **"Poll"** means the casting and registering of votes on a motion put before the Board.
- (t) **"Quorum"** for any meeting of the Board or Members means fifty (50) percent present (in person, for Board meetings, and in person or by proxy for Members meetings);
- (u) **"Residency Requirement"** means, with respect to an individual at any particular time, that the individual is a resident of, is employed in or carries on business in the Community and has done so for a continuous period of at least three (3) months immediately prior to that particular time;
- (v) **"Rules of Procedure"** means Kerr & King, *Procedures for Meetings and Organizations*, 3d. ed
- (w) **"Special Resolution"** means a resolution passed by the Directors and confirmed with or without variation by at least two-thirds (2/3) of the votes cast at a special meeting of the Members duly called for that purpose or at an annual meeting of the Members, or in lieu of such confirmation, by consent in writing of all Members entitled to vote at such meeting.

1.02 Interpretation

This By-Law shall be interpreted in accordance with the following, unless the context otherwise specifies or requires:

- (a) Words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include individuals, corporations, partnerships, trusts and unincorporated organizations.
- (b) The headings used in this By-Law are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions hereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

- (c) Any references in this By-Law to any law, By-Law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed to reference it as amended or re-enacted from time to time or to reference any successor to it.

1.03 Meeting Procedures

- (a) Any Director, or Officer, as the context requires, may participate in a meeting of the Board or of a Committee by means of telephone conference or electronic or other communication facilities, provided the facilities permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. A person participating in such a meeting by such means is deemed, for the purposes of the Act and this By-Law, to be present in person at the meeting.
- (b) A by-law or resolution in writing signed by all the Members or Directors entitled to vote on that by-law or resolution at a meeting of Members or Directors, respectively, is as valid as if it had been passed at a meeting of Members or Directors, respectively.
- (c) Subject to paragraph (b) above, business arising at any meeting of the Corporation, the Board or any Committee established pursuant to this By-Law shall be decided by a majority of votes, unless otherwise required by:
 - (i) the Act; or
 - (ii) the Rules of Procedure.
- (d) Voting shall take place as follows:
 - (i) Except as provided in this By-Law, each Member, each Director and each Committee member shall be entitled to one (1) vote at any meeting of the Corporation, Board or Committee, respectively.
 - (ii) Members may, by means of a proxy, appoint a person, who need not be a Member, to attend and act at the meeting as the Member's nominee, in the manner, to the extent and with the power conferred by the proxy, in accordance with the Act.
 - (iii) Votes shall be taken in the usual way, by show of hands, among all Members (present in person or by proxy) and Directors and Committee members (present in person) entitled to vote, and in the event of a tie, the chair of the meeting shall have the right to cast a second or tie-breaking vote.

- (iv) An abstention shall not be considered a vote cast.
- (v) After a show of hands has been taken on any question, the chair of the meeting may require, or any person entitled to vote on the question, may demand a poll thereon. A poll so required or demanded shall be taken in such manner as the chair of the meeting shall direct. A demand for a poll may be withdrawn at any time prior to the taking of the poll. Upon a poll, each individual shall have one (1) vote and the result of the poll shall be the decision of the Members, the Board, or the Committee, as the case may be.
- (vi) Whenever a vote by show of hands shall have been taken on a question, unless a poll is required or demanded, a declaration by the chair of the meeting that a resolution, vote or motion has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution, vote or motion.
- (e) Minutes shall be kept for all meetings of the Corporation, the Board or any Committee, and shall be approved at the next meeting of the Corporation, the Board or the Committee, as the case may be.
- (f) The declaration of the Secretary or Chair that notice has been given for a meeting pursuant to this By-Law shall be sufficient and conclusive evidence of the giving of such notice.
- (g) No error or omission in giving notice for a meeting of the Board or of any Committee shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting.
- (h) Any Member, Director or Committee member may at any time waive notice of any meeting of the Members, the Board or a Committee, as the case may be, and may ratify and approve any or all proceedings taken or had at that meeting.
- (i) Any questions of procedure at or for any meetings of the Corporation, of the Board, or of any Committee that have not been provided for in this By-Law or by the Act shall be determined by the chair of the meeting in accordance with the Rules of Procedure. During any period of time that the Board has not adopted Rules of Procedure, a simple majority vote in support of the Chair's ruling will enable a ruling to stand.

1.04 Electronic Voting Process

The Electronic Voting process is only to be used in emergency situations where a motion cannot wait until the next regularly scheduled Board meeting.

When an electronic vote is required;

- a) The admin lead will notify the Chair of the Board in advance to advise of the request for an electronic vote; if the vote relates to a specific Board committee, the Chair of the committee will also be notified.
- b) The Chair of the Board will confirm the need for the electronic vote and facilitate, through the Board Executive, a mover and a seconder for the motion;
- c) Information regarding the issue, including the names of the mover and the seconder, will be distributed to Board Members electronically, along with the deadline date and time by which time the votes must be **cast via e-mail** to the admin lead;
- d) A teleconference and/or face to face meeting will be scheduled to allow for questions and discussion;
- e) The meeting/call will be chaired by the individual who is bringing the issue forward for vote;
- f) Minutes will be taken for the conference call and distributed to those not able to participate, and before the vote takes place;
- g) The Chair of the call should ask each person participating to introduce themselves, so the minutes will include the names of the participants;
- h) The admin lead will record the votes and notify the Board via e-mail regarding the final results of the vote;
- i) The number of Board Members casting a vote must meet quorum requirements. The participation of the Chair may count towards quorum. For a motion to be passed, a majority of those participating must vote in the affirmative;
- j) The motion will be affirmed at the next regularly scheduled Board meeting;
- k) The background report and the record of votes will be filed with the minutes of the Board meeting when the motion is affirmed.

ARTICLE 2. OBJECTS OF THE CORPORATION

2.01 Objects of the Corporation

The objects of the Corporation as contained in the Letters Patent are as follows:

"To promote health for people in the Barrie area through the provision of a range of primary health care services and related programs"

ARTICLE 3. MEMBERSHIP OF THE CORPORATION

3.01 Members

Membership in the Corporation shall be limited to the Directors of the Corporation, ex officio.

ARTICLE 4. ANNUAL MEETINGS OF THE CORPORATION

4.01 Annual Meetings - Time and Place

- (a) The Corporation shall hold an annual meeting of its Members not later than eighteen (18) months after its incorporation and subsequently not more than fifteen (15) months after the holding of the last preceding annual meeting. The AGM will typically be held in June of each year to allow for the preparation of year-end reports.
- (b) The annual meeting of the Members shall be held at the Head Office, or such other place within Ontario, on such day in each year and at such time as the Board may determine.

4.02 Notice

- (a) Notice of the annual meeting of a Corporation shall be given by one of the following methods:
 - (i) to each Member by prepaid mail at least ten (10) days in advance of the meeting by sending it to the last address as shown on the records of the Corporation; or
 - (ii) to each Member by electronic communication (including facsimile or e-mail) at least ten (10) days in advance of the meeting by sending it to the last electronic communication address provided by the Member, but only if the Member has expressly consented to receiving notices in such manner.

- (b) Attendance of any Member at a meeting of Members shall constitute a waiver of notice of the meeting, except where such Member attends such meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
- (c) The notice of an annual meeting shall contain sufficient information concerning any special business (see section 4.03(b)) to permit the Member to form a reasoned judgment on the decision to be taken.
- (d) The following persons shall be invited to the annual meeting of the Corporation:
 - (i) the Directors, who are also the Members, ex officio;
 - (ii) Non-Director members of Committees;
 - (iii) members of the Georgian NP Clinic
 - (iv) the auditor
 - (v) such other persons as determined by the Chair or by resolution of the Board.

4.03 Annual Meetings – Business

- (a) The general business transacted at the annual meeting of the Corporation shall include:
 - (i) approval of the minutes of the previous annual meeting;
 - (ii) reading and/or the circulation of:
 - A) a report of the unfinished business from any previous meeting of the Corporation;
 - B) reports of the Chair and leadership team (CD/NPL and AL)and
 - C) a report of the auditor, including presentation of audited financial statements and entering of the auditor's certificate into the record;
 - (iii) election of Directors; and

- (iv) appointment of the auditor, licensed under the *Public Accountancy Act* (Ontario), to hold office until the next annual meeting, together with a motion granting to the Directors the authority to fix the remuneration of the auditor.
- (b) Special business transacted at an annual meeting requires specific advance notice and may include:
 - (i) amendments to the By-Laws;
 - (ii) special resolutions;
 - (iii) reports from the Clinic Director/NP Lead and the Administrative Lead
 - (iv) such other items of business identified in the notice of annual meeting.

4.04 Special Meetings

- (a) The Chair of the Board may call a special meeting of the Corporation.
- (b) Not less than one-tenth ($1/10$) of the Members of the Corporation entitled to vote at a special meeting proposed to be held may, in writing, requisition the Directors to call a special meeting of the Members for any purpose connected with the affairs of the Corporation that is properly within the purview of the Members' role in the Corporation and that is not inconsistent with the Act. The requisition shall be deposited at the Head Office of the Corporation, may consist of several similar requisitions, each signed by one or more Members, and shall identify the purpose of the proposed meeting.
- (c) If the Directors, acting in their sole discretion, determine that the requisition:
 - (i) meets the qualifications set out in section 4.04(b), the Directors shall call and hold such meeting within twenty-one (21) days from the date of the deposit of the requisition that met the one-tenth ($1/10$) threshold requirement; or
 - (ii) does not meet the qualifications set out in section 4.04(b), the Directors shall provide the requisitioning Members with written notice of their determination within twenty-one (21) days of the date calculated pursuant to clause (i) above.

4.05 Special Meetings – Notice

- (a) Notice of a special meeting shall be delivered in the same manner as notice for an annual meeting.
- (b) The notice of a special meeting shall state the purpose for which it is called.

4.06 Chair

- (a) The Chair of a meeting of the Corporation shall be:
 - (i) the Chair;
 - (ii) the Vice-Chair, if the Chair is absent or is unable to act; or
 - (iii) a Chair elected by the Members present if the Chair and Vice-Chair are absent or are unable to act. The Secretary shall preside at the election of the Chair, but if the Secretary is not present, the Directors, from those present, shall choose a Director to preside at the election.
- (b) In the event of a tie vote at a meeting of the Members, the presiding Member is entitled to a second or tie-breaking vote.

4.07 Adjourned Meeting

- (a) If, within one-half (1/2) hour after the time appointed for a meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned until a day within two (2) weeks to be determined by the Chair.
- (b) At least forty-eight (48) hours' notice of the rescheduled meeting shall be given in a manner contemplated by section 4.02.

ARTICLE 5. BOARD OF DIRECTORS

5.01 Board Composition

The affairs of the Corporation shall be governed by a Board consisting of seven (7) to thirteen (13) Directors, with 51% of the Board Members being Nurse Practitioners. The remaining Board composition will consist of at least

- (a) one (1) Director(s) from Georgian College who shall not serve as an officer on the GNPLC BOD executive.

- (b) two (2) Directors from the community

Qualification of Directors

Every Director shall:

- (d) be eighteen (18) or more years of age;
- (e) not be an undischarged bankrupt;
- (f) not be an Excluded Person;
- (g) meet the Residency Requirement;
- (h) not have a criminal record;
- (i) not be an employee of the Clinic, except for the Directors referred to in sections 5.01(a) and
- (j) not be an Associate of a member of the staff of the Georgian NP Clinic, except by unanimous resolution of the members of the Board present and voting at a meeting of the Directors.
- (k) not have a perceived conflict of interest

5.02 Nominations to Board and Committee Membership

Nominations for election as Director or Committee Member of the Corporation may be made only in accordance with the following process:

- (a) Except for those Board positions appointed by the Georgian NP Clinic or the college as described in 5.01 a) and b) above, the Corporation shall request written nominations for the vacant elected position on the Board from Members of the Corporation and members of Committees, at least thirty (30) days in advance of the annual meeting, and such nominations must be signed by at least one Member (excluding the nominee) of the Corporation in good standing (excluding the nominee) and accompanied by a written declaration, signed by the nominee, that the nominee will serve as a Director in accordance with this By-Law, if elected.
- (b) In addition, the Corporation may advertise in relevant publications and formats in the Community for interested individuals to submit applications to serve as a Director or as a member of a Committee.
- (c) The Corporation shall, throughout the year, identify potential candidates

for Directors and determine the willingness of such candidates to serve.

- (d) The Board will receive and review all nominations made by the Members, or otherwise received by the Corporation. The Board will approve the list of candidates for election as Director and the slate of officers at the last regular meeting of the year prior to the annual meeting.
- (e) The Board shall ensure that the Board's list of candidates for election as Director, together with their qualifications, are made available to the Members at the annual meeting.

5.03 Term of Office

- (a) The terms of newly elected Board members will be staggered (one, two and three year terms) in order to ensure a balanced renewal of members every year; at least two (2) Directors' terms shall expire every year.
- (b) The positions of Clinic Director/Nurse Practitioner Lead and Administrative Lead shall be permanent representatives on the Georgian NP-Led Clinic Board.

5.04 Term of Office Restrictions

No person except as described in 5.03 (c) may serve as a Director for more than six (6) consecutive years of service; provided, however, that following a break in continuous service of at least one (1) year, the same person may serve as a Director.

5.05 Election of Officers (Board Executive)

The following positions will be filled through an election process at the AGM: Chair, Vice Chair, Treasurer, and Secretary. Terms of office will be for one (1) year.

5.06 Termination of Office

- (a) No Director may serve as Chair, or Vice-Chair, Treasurer or Secretary for more than two (2) consecutive annual terms in one office; provided, however, that following a break in continuous service of at least one (1) year, the same person may be re-elected or re-appointed to the office
- (b) The Board may, by a resolution passed by at least a majority of the votes

cast by the Directors present at the AGM, make an exception to the term of office restrictions contained in this section when necessary or advisable to allow the Chair, Vice-Chair, or Treasurer to carry out their a term of office or to continue in office until a successor is named.

The office of a Director (whether elected or appointed) shall automatically be vacated if:

- (a) the Director becomes bankrupt or suspends payment of debts generally or compounds with creditors or makes an assignment in bankruptcy or is declared insolvent;
- (b) an order is made declaring the Director to be a mentally incompetent person or incapable of managing his or her affairs;
- (c) the Director, by notice in writing to the Secretary of the Corporation, resigns his or her office, which resignation shall be effective at the time it is received by the Secretary of the Corporation or at the time specified in the notice, whichever is later;
- (d) the Director dies;
- (e) the Director ceases to meet the qualifications for Directors set out in section 5.01 (c);
- (f) the Board, in its discretion, declares the Director's seat vacant because:
 - (i) the Director has failed to comply with the Board's attendance policy
 - (ii) the Director has failed to comply with the Act, or the Corporation's By-Laws, policies or procedures, including without limitation, the confidentiality, conflict of interest and standard of care provisions contained in these By-Laws; or
 - (iii) the Director is not acting in the best interests of the Corporation.

5.07 Vacancies

If a vacancy occurs at any time among the Directors (except through an increase in the number of Directors), such vacancy may, as long as there is a quorum of Directors then in office are filled by the Directors if they shall see fit to do so; otherwise, such vacancy may be filled at the next meeting of the Members; and any Director elected to fill any such vacancy shall hold office for the unexpired term of the Director who ceased to be a Director and who caused such vacancy.

ARTICLE 6. RESPONSIBILITIES OF THE BOARD AND INDIVIDUAL DIRECTORS

6.01 Standard of Care

Every Director of the Corporation, in exercising his or her powers and discharging his or her duties, shall:

- (a) act honestly and in good faith with a view to the best interests of the Corporation; and
- (a) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.02 Conflict of Interest

- (a) Every Director who, either directly or through one of his or her Associates, has or thinks he or she may potentially have a Conflict of Interest with respect to a proposed or current contract, transaction, matter or decision of the Corporation, shall disclose the nature and extent of the Conflict of Interest at a meeting of the Board.
- (b) The declaration of interest shall be disclosed at the meeting of the Board at which the contract, transaction, matter or decision is first raised.
- (c) If the Director, or his or her Associates, becomes interested in a contract, transaction, matter or decision after the Board meeting at which it is first raised, the Director shall make a declaration at the next Board meeting following the Director's perception or apprehension of a conflict.
- (d) In the case of an existing contract, transaction, matter or decision, the declaration shall be made at the first meeting of the Board after the individual becomes a Director or the interest comes into being.
- (e) After making such a declaration, no interested Director shall vote or be present at the vote or during the discussions, or otherwise attempt to influence the voting, on a contract, transaction, matter or decision, nor shall the Director be counted in any required Quorum with respect to the vote.
- (f) If a Director has made a declaration of Conflict of Interest in compliance with this By-Law, the Director is not accountable to the Corporation for any profits he or she may realize from the contract, transaction, matter or decision.

- (g) If the Director fails to make a Declaration of his or her interest in a contract, transaction, matter or decision, as required by this By-Law, this failure may be considered grounds for termination of his or her position as a Director, in addition to any other remedies available to the Corporation under statute, equity or common law.
- (h) The failure of any Director to comply with the Conflict of Interest provisions of this By-Law does not, in or of itself, invalidate any contract, transaction, matter or decision undertaken by the Board.
- (i) If a Director believes that any other Director is in a Conflict of Interest position with respect to any contract, transaction, matter or decision, the Director shall have his or her concern recorded in the minutes, and the Director with the alleged Conflict of Interest shall have the right to address the Board with respect to the allegation. Thereafter, at the request of the Director who recorded the initial concern, the Board, after the Director alleged to have a Conflict of Interest has absented himself or herself from the room, shall vote on whether the Director alleged to have a Conflict of Interest is, in the opinion of the Board, in a Conflict of Interest. If the Board finds the person in a Conflict of Interest that interested Director shall absent himself or herself during any subsequent discussion or voting process relating to or pertaining to the conflict. The question of whether or not a Director has a Conflict of Interest shall be determined by a simple majority of the Board and shall be final.
- j) If the Board finds that the person is not in conflict, the Board will then vote on the contract, transaction, matter or decision and the votes of each Director shall be recorded.
- (k) Every declaration of a Conflict of Interest and the general nature thereof shall be recorded in the minutes by the Board.
- (l) Where the number of Directors who, by reason of the provisions of this section, are prohibited from participating in a meeting is such that, at that meeting the remaining Directors is not of sufficient number to constitute a Quorum, then, notwithstanding any other provision in this By-Law, the remaining number of Directors shall be deemed to constitute a Quorum, provided such number is not less than three (3).
- (m) Where, in the circumstances mentioned in paragraph (l) above, the remaining number of Directors who are not prohibited from participating in the meeting is less than three (3), the Chair of the Board may apply to the Superior Court of Justice on an *ex parte* basis for an order authorizing the Board to give consideration to, discuss and vote on the matter out of which the interest arises, or such other relief as the Court may consider

appropriate.

6.03 Confidentiality/Public Relations

- (a) Every Director, Officer, and employee of the Corporation and every member of a Committee shall respect the confidentiality of matters brought before the Board or any such Committee or coming to his or her attention in the course of his or her duties, keeping in mind that unauthorized statements may adversely affect the interests of the Corporation.
- (b) The Chair of the Board is responsible for Board communications and may delegate authority to one or more Directors, Officers or employees of the Corporation to make statements to the news media or public about matters that the Chair determines appropriate for disclosure. No statements respecting such matters shall be made to the public or the press by any Director, Officer, or employee except as authorized by the Chair of the Board.
- (c) Persons, other than persons referred to in paragraph (a) above, permitted to attend any meeting of the Board or any meeting of a Committee shall be advised that they are required to respect the confidentiality of all matters coming to their attention during any such meeting and shall undertake accordingly.

6.04 Remuneration of Directors

The Directors of the Corporation shall serve as such without remuneration, and no Director shall directly or indirectly receive any profit from his or her position as such, provided that a Director may be paid reasonable expenses incurred by him or her in the performance of his or her duties as a Director.

6.05 Performance Expectations of each Director

- (a) Accountability
 - (i) The Director acts in the best interests of the Corporation.
 - (ii) The Director complies with the Act, the By-Laws, and the Board's policies and procedures.
- (b) Exercise of Authority
 - (i) A Director carries out the powers of the office only when acting as a voting member during a duly constituted meeting of the Board or one of its appointed bodies.

- (ii) A Director respects the responsibilities delegated by the Board to the Clinic Director/NP Lead, avoiding interference with the Clinic Director/NP Lead's duties but insisting upon accountability and reporting mechanisms for assessing organizational performance.

(c) Team Work

A Director works positively, cooperatively and respectfully with other Directors, the Officers, and the Administrative Lead of the Corporation.

(d) Attendance

- (i) The Director attends Board and assigned Committee meetings and Board retreats, in accordance with the minimum expectations established by the Board attendance policy.
- (ii) All Directors are expected to serve on at least one Committee and to represent the Board when requested.

(e) Participation

- (i) The Director comes prepared to meetings (of both the Board and its Committees) and events, asks informed questions, and makes a positive contribution to discussions.
- (ii) The Director treats others with respect.

(f) Competencies

Where appropriate, the Director actively contributes specific expertise, skills and other attributes that are needed on the Board.

(g) Confidentiality

The Director respects the confidentiality of Board discussions.

(h) Public Support

The Director supports the decisions and policies of the Board in discussions with outsiders, even if the Director voiced or holds other views or voted otherwise at the Board.

(i) Education

The Director takes advantage of opportunities to be educated and informed about the Board and the Corporation's marketplace and industry.

j) Evaluation

The Director participates in the evaluation of the Board and individual members.

6.06 Roles of the Board

The Board shall have three (3) key roles:

(a) Policy Formulation

(i) Operating policies for the GNPLC shall be drafted, reviewed and updated as required by the CD/NPL and the Admin Lead and presented to the Board for review and approval.

(ii) An ad hoc committee of the Board, appointed by the Board, shall establish policies that govern specific operations of the Board. These policies will be presented to the Board as required for review and approval.

(iii) Contribute to the development of, and approve, the strategic plan of the corporation.

(iv) A policy is required if (i) a decision results in the Clinic incurring a cost (i.e. employee benefits), and/or (ii) a Director can be found personally liable for the Clinic's non-compliance with a law (i.e. health and safety)

(b) Decision-Making

The Board shall make decisions that are consistent with Board policies and that advance the goals of the Corporation.

(c) Oversight

The Board shall monitor and assess organizational processes and outcomes.

6.07 Responsibilities of the Board

The Board shall be responsible for governing and overseeing the management of the affairs of the Corporation. In particular, the Board shall:

- (a) Define Ends
 - (i) Formulate the vision, mission and values of the Corporation.
 - (ii) Ensure that key goals are formulated that help the Corporation accomplish its mission and actualize its vision.
 - (iii) Ensure that targeted programs for patients based on defined needs are developed and implemented.
 - (iv) Ensure service delivery systems and administrative operations are in full compliance with the terms of the Corporation's Agreement.
 - (v) Ensure that reports are submitted to the Ministry of Health and Long-Term Care in accordance with the schedules set out in the Agreement.
 - (vi) Monitor and measure corporate performance against the strategic and operating plans.
 - (vii) Regularly review the functioning of the Corporation in relation to the objects of the Corporation as stated in the Letters Patent and the By-Laws, and demonstrate accountability for its responsibilities to the annual meeting of the Corporation.
 - (viii) Retain overall accountability for the performance of the Corporation.

- (b) Provide for Excellent Leadership and Management in the Clinic Director/ Nurse Practitioner Lead Position
 - (i) Select the Clinic Director/ Nurse Practitioner Lead.
 - (ii) Establish a Board policy for the performance evaluation and compensation of the Clinic Director/ Nurse Practitioner Lead.
 - (iii) Specify measurable performance expectations in cooperation with

the Clinic Director/ Nurse Practitioner Lead to appraise/assess performance and determine compensation in accordance with the Board policy.

- (iv) Delegate responsibility and concomitant authority to the Clinic Director/ nurse practitioner lead and require accountability to the Board.
- (c) Ensure Succession Planning
- (i) Provide for the Clinic Director/Nurse Practitioner lead and Administrative Lead's succession.
 - (ii) Ensure that the Clinic Director/Nurse Practitioner and the Administrative Lead collaboratively establish an appropriate succession plan for the executive management of the Corporation.
- (d) Ensure Effective Communication
- (i) Ensure the Corporation has a policy to enable the Corporation to communicate effectively with its stakeholders. This policy addresses how feedback from stakeholders will be factored into the Board's decisions, including solicitation of feedback with respect to Board processes and policies.
 - (ii) Ensure the Board is accountable to the Members by providing them on a regular basis with balanced and understandable information about the Corporation and its proposed activities.
 - (iii) Define and monitor stakeholder satisfaction.
- (e) Ensure Financial Viability
- (i) Establish key financial objectives that support the Corporation's goals and mission (including capital allocations and expenditures).
 - (ii) Approve the annual operational budget of the Corporation.
 - (iii) Encourage the reduction of costs relating to the services provided by the Corporation, together with the maintenance and improvement of service levels.
 - (iv) Ensure that the Corporation undertakes the necessary financial planning activities so that resources are allocated effectively.

- (f) Ensure Board Effectiveness
 - (i) Measure the Board's own effectiveness and efficiency, including monitoring the effectiveness of individual Directors and Officers and employ a process for Board renewal that embraces evaluation and continuous improvement.
 - (ii) Ensure ethical behaviour and compliance with laws and regulations, audit and accounting principles, and the By-Laws.
 - (iii) Ensure the decision-making processes are transparent and that appropriate representation and input are achieved.

ARTICLE 7. REGULAR AND SPECIAL MEETINGS OF THE BOARD

7.01 Regular Meetings

- (a) The Board shall meet at the Head Office or another place in Ontario determined by the Board, at such time as the Board may from time to time determine.
- (b) There shall be at least two (2) regular meetings per year. At the beginning of each Board year (April), the Board shall determine the dates for the upcoming year's regularly scheduled meetings, and this schedule shall be circulated to all Directors.
- (c) The Clinic Director/Nurse Practitioner Lead (or designate) of the Corporation will attend Board Meetings;
- (d) The Administrative Lead (or designate) of the Corporation will attend Board Meetings.
- (e) All Committee meetings are closed to guests, unless invited by resolution of the Board or the Chair of the Board.

7.02 Special Meetings

Special meetings of the Board shall be called by the Secretary on the request of any of the following:

- (a) the Chair of the Board; or
- (b) one (1) Director, by written request with a majority of support from other directors.

7.03 Meetings by Electronic Means

A meeting of the Board of Directors, or committee thereof, may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously and a Director participating in such meeting by such means is deemed to be present at that meeting.

7.04 Annual General Meeting

An annual general meeting (AGM) will be called in June of each year. Annual reports on the operation of GNPLC will be presented for Board approval at the AGM.

7.05 Notice of Regular and Special Meetings

- (a) Notice of regular Board meetings shall be sent by ordinary mail, electronic transmission or courier at least ten (10) days before the date on which the meeting is to be held.
- (b) Notice of a special meeting of the Board may be given by telephone and shall be given at least twenty-four (24) hours in advance of the meeting. The notice of a special meeting shall state the purpose for which it is called.
- (c) Provided a Quorum of Directors is present, each newly elected Board may, without notice, hold its first meeting immediately following the annual meeting of Members at which the Board is elected.

7.06 Quorum

- (a) No meeting of the Board shall be duly constituted for the transaction of business unless a Quorum is present. There will be no representation by proxy at any Board meeting.
- (b) If, within one-half (1/2) hour after the time appointed for a meeting of the Board, a Quorum is not present, the meeting shall stand adjourned until a day within two (2) weeks to be determined by the Chair. At least forty-eight (48) hours' notice of the adjourned meeting shall be given.

7.07 Chair of Board Meetings

- (a) Board meetings shall be chaired by:

- (i) the Chair;
 - (ii) the Vice-Chair if the Chair is absent; or
 - (iii) a Director elected by the Directors present if the Chair and Vice Chair are both absent.
- (b) In the event of a tie vote at a meeting of the Board, the chair of the meeting shall be entitled to a second or tie-breaking vote. See 1.03 (d) (iii) after allowing for added discussion and as a second vote on the motion.

ARTICLE 8. OFFICERS

8.01 Standard of Care

Every Officer of the Corporation, in exercising his or her powers and discharging his or her duties, shall:

- (a) act honestly and in good faith with a view to the best interests of the Corporation; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

8.02 Officers

- (a) The Board shall nominate at its last meeting preceding the annual meeting of the Corporation, and confirm through an election at the AGM, the following Officers of the Corporation from amongst the Directors:
 - (i) the Chair of the Board;
 - (ii) the Vice-Chair of the Board; and
 - (iii) the Treasurer.
 - (iv) the Secretary
- (b) Upon completion of their term as Chair, the Chair shall become Past Chair. If the Past Chair ceases to become an appointed Director at the end of their term, the Board of Directors may appoint, such person to continue as, Past Chair in a non-voting. The Past Chair shall remain in office until replaced by the next Past Chair.
- (c) The Administrative Lead shall serve as the assistant to Secretary of the Board.

- (d) The Officers of the Corporation shall be responsible for the duties set forth in these By-Laws. They are not necessarily required to perform such duties personally, but they may delegate to others the performance of any or all such duties.
- (e) Any Officer of the Board shall cease to hold office upon resolution of the Board unless in the positions as described in past- chair as outlined in section 8.02

8.03 Duties of the Chair of the Board

The Chair of the Board shall, without limitation:

- (a) when present, preside at all meetings of the Board and act as chair of such meetings;
- (b) report to each annual meeting of the Corporation, and at all such other times as the Chair may consider advisable or necessary, concerning the management and operations of the Corporation;
- (c) in consultation with the CD/NP Lead and Administrative Lead, develop the agenda for Board meetings;
- (d) ensure that appropriate notice of Board and Committee meetings is given to Directors and Committee members;
- (e) where possible, ensure that appropriate Board and Committee information and supporting materials are provided to the Board and Committee members at least seven (7) days prior to the meeting;
- (f) report regularly and promptly to the Board issues that are relevant to their governance responsibilities;
- (g) be responsible for addressing issues associated with under-performance of individual Directors including, if applicable, their removal from the Board;
- (h) ensure that the annual review of the administrative lead's and nurse practitioner's lead performance and compensation is done in accordance with Board policy;
- (i) represent the Corporation at public or official functions;

- (j) be an ex officio member of all Committees of the Board;
- (k) serve as the Board's central point of official communication with the Clinic Director/NP Lead and Administrative Lead and, as such, develop a positive, collaborative relationship with the Clinic Director/NP Lead and Administrative Lead, including acting as a sounding board for the Clinic Director/NP Lead and Administrative Lead on emerging issues and alternative courses of action;
- (l) stay up-to-date about the Corporation and determine when an issue needs to be brought to the attention of the Board or a Committee;
- (m) set a high standard for Board conduct by modeling, articulating and upholding rules of conduct set out in By-Laws and policies;
- (n) intervene when necessary in instances involving Conflict of Interest, confidentiality and other Board policies; and
- (o) assume and perform such other duties as may from time to time be assigned by the Board.

8.04 Duties of the Vice-Chair of the Board

The Vice-Chair of the Board shall:

- (a) have all the powers and perform all the duties of the Chair during the absence or disability of the Chair; and
- (b) perform such other duties, if any, as may be from time to time assigned by the Board.

8.05 Duties of the Treasurer

The Treasurer of the Corporation shall chair the Finance Committee of the Board which will:

- (a) oversee the management of the finances of the Corporation, and ensure that appropriate reporting mechanisms and control systems as established by the Board are in place, and monitor such mechanisms and systems for compliance;
- (b) ensure that systems for control for the care and custody of the funds and other financial assets of the Corporation and for making payments for all approved expenses incurred by the Corporation are in place, are functional and adequate, and monitor for compliance with such systems;

- (c) ensure that appropriate banking resolutions and signing authority policies as established by the Board are in place, regularly reviewed and updated, and monitor for compliance with such resolutions and policies;
- (d) ensure that systems for control as established by the Board for the maintenance of books of account and accounting records required by the Acts are in place, are functional and adequate and monitor for compliance with such resolutions and policies;
- (e) act as Chair of the Finance Committee;
- (f) review the financial results and the budget submitted to the Finance Committee by management and submit and recommend to the Board any changes to the budget;
- (g) review financial reports and financial statements and submit same at meetings of the Board, indicating the financial position of the Corporation;
- (h) review and submit to the Board, for the approval of the Board, a financial statement for the past year;
- (i) ensure systems as established by the Board for the preparation and submission to the Board of compliance certificates confirming that wages and source deductions have been accomplished are in place, are functional and adequate and monitor for compliance with such systems;
- (j) submit quarterly certificates to the Board in respect of the previous quarter evidencing that all wages owing to employees and source deductions relating to the employees that the Corporation is required to deduct and remit to the proper authorities (including the *Income Tax Act*, Canada Pension Plan, the *Employment Insurance Act* and the *Employer Health Tax Act*) have been made and remitted to the proper authorities, and that all taxes collected pursuant to the *Excise Tax Act* (GST) and the *Retail Sales Tax Act* (Ontario) have been collected and remitted to the appropriate authorities;
- (k) where there is concern with respect to any of the above, review the matter with the Clinic Director/Nurse Practitioner Lead and report to the Board the results of those deliberations;
- (l) perform such other duties as may from time to time be assigned to the Treasurer by the Board.

8.06 Duties of the Secretary

The Secretary in conjunction with the Administrative Lead of the GNPLC shall:

- (a) ensure the proper recording and maintenance of minutes of all meetings of the Corporation, the Board and Committees appointed or authorized by the Board;
- (b) give, or cause to be given, notice of all meetings of the Corporation, the Board and its Committees;
- (c) keep a roll of names and addresses of the members of the Board;
- (d) attend to correspondence of the Board;
- (e) prepare all reports required under any applicable law or regulation of the Province of Ontario;
- (f) keep copies of all testamentary documents and trust instruments by which benefits are given to the use of the Corporation;
- (g) at least semi-annually provide an accounting to the Board with respect to all funds held in trust by the Corporation;
- (h) have custody of all minute books, documents and registers of the Corporation and ensure that the same are maintained as required by the Act and other applicable legislation;
- (i) be the custodian of the seal of the Corporation; and
- (j) perform such other duties as may be required of the Secretary by the Board.

8.07 Duties of the Past Chair

- (a) act as an advisor to the Board;
- (b) act as a mentor to the Chair of the Board;
- (c) attend and participate in all meetings of the Board of Directors; attend meetings of the Board executive;
- (d) may be asked to perform the duties of the Chair of the Board in the absence or disability of both the Chair and Vice Chair; and

8.08 Appointment of the Administrative Lead

- (a) The Administrative Lead shall be appointed by the Clinic Director/Nurse Practitioner Lead in accordance with an approved selection process.

8.09 Duties of the Administrative Lead

- (a) The Administrative Lead shall serve as assistant to the Secretary of the Board
- (b) The Administrative Lead shall report regularly to the Board on the financial operations of the Corporation and work collaboratively with the Clinic Director/Nurse Practitioner Lead to ensure the efficient and effective management of the clinic.

8.10 Appointment of the Clinic Director/ Nurse Practitioner Lead

- (a) The Clinic Director/ Nurse Practitioner Lead shall be appointed by the Board in accordance with its approved selection process.
- (b) The Board may at any time revoke or suspend the appointment of the Clinic Director/Nurse practitioner lead.

8.11 Duties of the Clinic Director/Nurse Practitioner Lead

- (a) The Clinic Director/NP Lead shall be responsible to the Board for the management of affairs of the Corporation as directed by the Board from time to time. The Clinic Director/NP Lead's duties include the exercise of the authority delegated to the Clinic Director/NP Lead by the Board through Board policies for the organization and operation of the Corporation and the Clinic Director/NP Lead shall be accountable to the Board for the accomplishment of applicable Board policies.
- (b) In the case of absence or inability to act as the Clinic Director/NP Lead or for any other reason that the Board may deem sufficient, the Board shall delegate all or any of the powers of the Clinic Director/ NP Lead to one or more appropriately qualified employees of the Corporation.
- (c) The Clinic Director/Nurse practitioner lead shall be responsible to the Board for the performance of responsibilities as defined by the Board.

- (i) the implementation of the Board's strategic plan;
 - (ii) the Corporation's effectiveness and efficiency; and
 - (iii) the operations of the Corporation within the approved budget.
- (d) The Clinic Director/NP Lead shall be responsible to and report directly to the Board, and in such capacity shall attend all meetings of the Corporation, the Board and Committees.

ARTICLE 9. INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.01 Indemnity

Subject to section 6.01 and section 8.01, every Director, Officer and member of a Committee, and his or her heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:

- (a) all costs, charges and expenses whatsoever which such Director, Officer or Committee member sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her, in or about the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own willful neglect or default.

9.02 Insurance

- (a) The Board shall cause to be purchased such insurance as it considers advisable and necessary to ensure that Directors, Officers and Committee members will be indemnified and saved harmless in accordance with this By-Law. The premiums for such insurance coverage shall be paid from the funds of the Corporation.
- (b) Notwithstanding any other provision of this By-Law, the *Charities Accounting Act* (Ontario) prohibits any indemnity being paid or insurance purchased if doing so would render the Corporation insolvent.

ARTICLE 10. COMMITTEES OF THE BOARD

10.01 Establishment of Committees

- (a) The Board may establish standing and special Committees whose members will hold their offices at the will of the Board.
- (b) The standing Committees of the Board shall be:
 - (i) the Finance Committee; (*CHAIRERD BY THE TREASURER*)
 - (ii) such other standing Committees as the Board may from time to time deem necessary.
- (c) Special Committees shall be those Committees appointed for specific duties whose mandate shall expire with the completion of the tasks assigned. The Board shall prescribe terms of reference for any special Committee.
- (d) The members of any Committee need not be Directors of the Corporation. However, there shall be at least one (1) Director on each Committee of the Board. The Board shall appoint members of all Committees and the chair of all Committees.

10.02 Procedural Rules for Committees

- (a) Members of the Board shall chair all Committees.
- (b) The Chair of the Board shall be, ex officio, a member of all Committees.
- (c) All Committee meetings are closed to guests, unless invited by resolution of the Committee or the Committee's chair.
- (d) The Rules of Procedure shall govern Committee meetings.

10.03 Committee Terms of Reference

The Board shall set out the terms of reference for the Finance Committee, and such other committees created by the Board in a Board Committee Policy, as amended by the Board from time to time.

ARTICLE 11. FINANCIAL MATTERS

11.01 Fiscal Year

The fiscal year for the GNPLC shall be April 1st to March 31st.

11.02 Authorized Signing Officers

- (a) Contracts, documents, cheques, banking documents or instruments in writing requiring the signature of the Corporation may be signed by:
 - (i) the Clinic Director/NP lead, for expenditures less than \$5,000.00 that have been included in the annual operating budget.
 - (ii) for expenditures over \$5,000.00 or for expenditures not approved by the Board as contemplated in paragraph 11.01 (a) (i) above, any two Officers and/or Directors, or such other person(s) authorized by the Board.
- (b) The Board may direct, by resolution, the manner in which, and the person or persons by whom, any particular instrument or class of instruments may or shall be signed.

11.03 Banking and Borrowing

- (a) Bank accounts of the Corporation shall be kept at such banks and in such places and shall be operated in such manner and by such person or persons as the Board shall from time to time determine by by-law.
- (b) The Board may from time to time:
 - (i) borrow money on the credit of the Corporation;
 - (ii) issue, sell or pledge debt obligations (including bonds, debentures, debenture stock, notes or other like liabilities whether secured or unsecured) of the Corporation;
 - (iii) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation; and
 - (iv) delegate the powers conferred on the Board under this paragraph

to such Officer or Officers of the Corporation and to such extent and in such manner as the Directors shall determine.

11.04 Auditor

- (a) The Corporation shall at its annual meeting appoint an auditor who shall not be a member of the Board or an Officer or employee of the Corporation or a partner or employee of any such person, and who is duly licensed under the provisions of the *Public Accountancy Act* (Ontario), to hold office until the next annual meeting of the Corporation.
- (b) The auditor shall have all the rights and privileges as set out in the Act and shall perform the audit function as prescribed therein.

ARTICLE 12. NOTICES

12.01 Service

Any notice or other document required by the Act, the Letters Patent or the By-Laws of the Corporation to be sent to any Member or Director or to the auditor shall be delivered personally or sent by prepaid mail or facsimile to any such Member or Director at their latest addresses shown in the records of the Corporation and to the auditor at its business address, or if no address be given therein then to the last address of such Member or Director known to the Secretary; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

12.02 Signatures to Notices

The signature to any notice may be written, stamped, typewritten, printed or partly written, stamped, typewritten or printed.

12.03 Computation of Time

Where a given number of days notice or notice extending over any period is required to be given, the day of service or posting of the notice shall, unless it is otherwise provided herein, be counted in such number of days or other period.

12.04 Proof of Service

A certificate of the Clinic Director/NP Lead, Administrative Lead, Secretary, Treasurer or any other Officer of the Corporation in office at the time of the making of the certificate as to facts in relation to the mailing or delivery of any notice to any Member, Director, Officer or auditor or publication of any notice

shall be conclusive evidence thereof and shall be binding on every Member, Director, Officer or auditor of the Corporation, as the case may be.

ARTICLE 13. ENACTMENT, REPEAL AND AMENDMENT OF BY-LAWS

13.01 Amendment

The Board may, by a majority vote, pass or amend the By-Laws of the Corporation from time to time.

13.02 Notice

- (a) Where it is intended to pass or amend the By-Laws at a meeting of the Board, written notice of such intention shall be sent by the Secretary to each Director at his or her address as shown on the records of the Corporation by ordinary mail not less than ten (10) days before the meeting.
- (b) Where the notice of intention required by paragraph (a) above is not provided, any proposed By-Laws or amendments to the By-Laws may nevertheless be moved at the meeting and discussion and voting thereon adjourned to the next meeting, for which no notice of intention need be given.

13.03 Effective Date

Subject to section 13.04 below and except as expressly provided in the Act, the By-Laws or an amendment to the By-Laws passed by the Board have full force and effect:

- (a) from the time the motion was passed; or
- (b) from such future time as may be specified in the motion.

13.04 Approval by Members

- (a) The By-Laws or an amendment to the By-Laws passed by the Board shall be presented for confirmation at the next annual meeting or to a special general meeting of the Members of the Corporation called for that purpose. The notice of such annual meeting or special general meeting shall refer to the By-Laws or amendment to be presented.
- (b) The Members at the annual meeting or at the special general meeting

may confirm the By-Laws as presented or reject or amend them, and if rejected, they thereupon cease to have effect, and if amended, they take effect as amended.

- (c) Any amendment to the portion of the By-Laws relating to the borrowing powers of the Corporation is not effective until it has been confirmed by at least two-thirds of the votes cast at a general meeting of Members duly called for considering it.

13.05 Rejection

In any case of rejection, amendment, or refusal to approve the By-Laws or part of the By-Laws in force and effect in accordance with any part of this section, no act done or right acquired under any such By-Laws is prejudicially affected by any such rejection.

ENACTED as By-Law No.1 this 13th day of October 2010.

WITNESS the seal of the Corporation.

Chair

Secretary

CONFIRMED by the Members this 23rd day of June 2014

Georgian Nurse Practitioner-Led Clinic per:

Chair

Secretary

I/We have the authority to bind the corporation

Section 3

Georgian Nurse Practitioner-Led Clinic Operating Plan

Received
MOHLTC

APR 09 2013

Nursing Secretariat

Nurse Practitioner-Led Clinic Funding Agreement
THIS AGREEMENT effective as of the 1st day of April, 2013
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
As represented by

The Minister of Health and Long-Term Care

(the "Ministry")

- and -

Georgian Nurse Practitioner-Led Clinic

(the "Clinic")

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

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

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

1.0 Term

1.01 The Term of this Agreement will commence on **April 1, 2013** and shall continue until it is terminated in accordance with the terms and conditions set out herein. The Clinic shall ensure that all of its service contracts that are dependent on the Funding of this Agreement, shall contain termination rights in favour of the Clinic which do not contradict the termination rights of this Agreement.

2.0 Composition of Clinic

Staffing

2.01 Your Clinic shall be comprised of a complement of: Administrative staff, Nurse Practitioners, Registered Nurses, Registered Practical Nurses, Registered Dietitians, Pharmacists, Social Workers and other Inter-professional Health Providers as approved by the Ministry, who are either parties to this Agreement, or contracted to provide services at the Clinic. Subject to the terms of this Agreement, staffing and governance issues pertaining to the Clinic shall, at all

times, be internal matters for which the Clinic shall be solely responsible and accountable. The Ministry shall not become involved in internal governance and employment issues.

- 2.02 Except for Recognized Holidays, the Clinic shall ensure that a sufficient number of Nurse Practitioners are available to provide comprehensive primary care services at the practice site(s) during reasonable and regular office hours sufficient and convenient to serve the patients of the Clinic through booked appointments and unscheduled visits.
- 2.03 The Clinic herein acknowledges and agrees that the person or person signing this Agreement shall have the authority to bind all Clinic Members regarding matters involving this Agreement.
- 2.04 The Clinic hereby designates Ms. Aimee Moore as the contact person for the entire group. The Clinic may, by written notice to the Ministry, change the designated contact person without a formal amendment to this Agreement.
- 2.05 The Clinic shall be bound by the governance structure established pursuant to the requirements of their corporate by-laws.
- 2.06 The Clinic shall establish and maintain a governance structure that addresses matters that include:
 - a) the establishing of a bank account and signing officers;
 - b) the determination of a minimum of two elected officers who will jointly be able to bind all of the member Clinic in matters pertaining to the execution of reports, budgets, agreements, amendments and disbursement of Funds pertaining to this Agreement;
 - c) the ownership of assets purchased with the Funds;
 - d) management of the Clinic;
 - e) a process for admission (subject to Ministry approval) or deletion of staff, that complies with all provincial employment laws;
 - f) the admission of patients; and
 - g) the sharing of financial information pertaining to this Agreement.

Inter-professional Health Providers and Administrative Staff

- 2.07 The Clinic shall retain the services of the Inter-professional Team Members and administrative staff detailed in the "Approved Annual Operating Budget", attached hereto as Schedule "A". The Clinic shall ensure that the terms and conditions of any contractual relationship that the Clinic enters into for the purposes of this Agreement, shall not, in any way, contradict the terms and conditions set out herein

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

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

3.0 Clinic Funding

- 3.01 Subject to the terms and conditions of this Agreement, during the Term herein, the Ministry shall pay by direct deposit into the Clinic's designated bank account, the amount or amounts (hereinafter referred to as the "Funds" or "Funding") as set out in the Approved Annual Operating Budget, approved One-Time Funding and Banking and Payment Schedule attached hereto as Schedules "A", "A-Appendix 1", and "C" respectively.
- 3.02 The Ministry may, in its sole discretion, discontinue or suspend payment of Funds pertaining to any item in Schedule "A" and "A-Appendix 1" based upon the Ministry's assessment of the financial reports, and any other report submitted pursuant to the terms of this Agreement where such reports indicate that the Funding was not spent or applied in accordance with the terms of this Agreement and its Schedules.
- 3.03 All Funding shall be applied directly to the payment of Schedule "A" and "A-Appendix 1" expenditures, and for no other purpose. No changes to any Schedules are permitted without the prior written consent of the Ministry as set out in section 2.09. Continued Funding under this Agreement is subject to Ministry review and approval of Approved Annual Operating Budgets and Banking and Payment Schedules and Service Requirements. All current Approved Operating Budgets and Banking and Payment Schedules shall carry over into subsequent Funding years until such time as revised Schedules are approved by the Ministry in writing. Any such revised Schedules shall automatically replace the previous Schedules as of the effective date indicated on the revised Schedules.
- 3.04 The Clinic acknowledges and agrees that there shall be no duplication of any direct or indirect funding provided in this Agreement with any other funding available from the Ministry for the same or similar items or services ("Duplicate Funding") received by the Clinic or by any other individual or group receiving funding pursuant to this Agreement, and any such Duplicate Funding shall be reconciled and adjusted in Schedule "A" and Schedule "A - Appendix 1" herein, upon written notice by the Ministry to the Clinic. The Clinic shall use reasonable efforts to ensure best value when acquiring all supplies, equipment and services purchased with the Funds.

- 3.05 The Clinic acknowledges and agrees that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Clinic, less any costs (including taxes) for which the Clinic has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 3.06 During the Term, and for a period of five (5) years following the termination of this Agreement, the Clinic shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any furnishings or equipment valued at an amount of \$5,000.00 or more at the time of disposition, purchased with the Funds. The Clinic agrees to notify the Ministry during such five year period of its desire to sell, lease or otherwise dispose of any furnishings or equipment valued in excess of \$5,000.00, and the Ministry reserves the right to demand reimbursement in an amount equal to the value of the disposed asset, from the Clinic.
- 3.07 Without limiting any of the Ministry's other rights set out in this Agreement, the Clinic and its Members shall be liable for any amount owing to the Ministry pursuant to the terms of this Agreement and such amount(s) shall be deemed to be a debt due to the Ministry.
- 3.08 In the event that the Clinic fails to pay the amount(s) owing in section 3.07, the Clinic corporate Members as described in Part III of the *Corporations Act*, R.S.O. 1990, c.C.38, (the "Members"), shall be jointly liable to pay such unpaid amount(s).
- 3.09 Any Clinic Funding not spent in accordance with the terms of this Agreement must be returned to the Ministry unless otherwise agreed to by the Ministry in writing.
- 3.10 The Clinic acknowledges and agrees that all positions funded pursuant to this Agreement shall be employees of the Clinic unless the Ministry has provided its written consent for the use of an independent contractor. In no case, shall any portion of the Funds be transferred by the Clinic to any other person, corporation or entity for the purpose of paying for a position Funded pursuant to this Agreement, unless otherwise agreed to in writing by the Ministry.
- 3.11 The Clinic acknowledges and agrees that it shall not pay any amount, directly or indirectly, to its employees and independent contractors, which is greater than the stated funding for the applicable position under this Agreement, unless it has obtained the expressed written consent of the Ministry to do so. Any such direct or indirect top-up without Ministry consent shall constitute a material breach of this Agreement by the Clinic giving rise to termination rights in favour of the Ministry.

4.0 Clinic Evaluations

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

4.02 The Clinic agrees that the results of any evaluations of the Clinic may be appropriately published or used by the Ministry and further agrees that it shall not publish any material or reports pertaining to this Agreement and its Funding without the Ministry's prior written consent.

5.0 Program Enhancements

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

6.0 Termination

6.01 Subject to the terms and conditions herein, the Ministry may terminate this Agreement at any time without liability, cost, or penalty, and without cause for any reason, upon giving at least sixty (60) days written notice of its intention to do so. In the event of termination pursuant to this section, the Ministry may agree to pay the appropriate wind-down costs of the Clinic.

6.02 Subject to section 6.03, if the Clinic is in material breach of this Agreement, the Ministry may terminate this Agreement as follows:

(a) in the case of any breach that is capable of being cured, the Ministry may provide notice to the Clinic, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (30) days, then the Agreement may be terminated at any time by immediate written notice provided by the Ministry; and

(b) in the case of any breach that is not capable of being cured, the Ministry may terminate this Agreement by immediate notice provided to the Clinic.

6.03 For purposes of section 6.02, but without limiting the provisions thereof, the following events shall be deemed to be material breaches of this Agreement by the Clinic, which the Ministry shall be entitled, at its option, to treat as incapable of being cured:

(a) the Clinic has knowingly provided false or misleading information regarding any aspect of the Clinic;

(b) the Clinic misappropriates any Funding;

(c) the Clinic acts in a manner that places any member of the public in danger; or

(d) the Clinic enters into another agreement with the Ministry for the same or similar purposes as those covered in this Agreement.

6.04 Upon termination of this Agreement, the Ministry shall cancel all further Funding and may, in its sole discretion, demand repayment of any Funds that the Clinic has used for purposes contrary to the terms of this Agreement.

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

7.00 Funds at End of a Funding Year

7.01 Without limiting the rights of the Ministry under Article 6, if the Clinic has not spent all of the Funds allocated for the Funding Year as provided for under the Approved Annual Operating Budget or Approved One-Time Funding Schedule, the Ministry may:

(a) demand the return of the unspent Funds; or

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

8.0 Bankruptcy and Creditor Arrangements

8.01 Notwithstanding any other provision in this Agreement, the Minister, without liability, cost, or penalty, may terminate this Agreement immediately upon giving notice to the Clinic if the Clinic is adjudged bankrupt, or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1992, c. 27, s. 2, and the regulations made thereunder; a receiver or trustee of the Clinic's property and affairs is appointed; the Clinic makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or attempts to execute a bulk sale of its property, except with the prior consent of the Minister, which consent shall not be unreasonably withheld.

8.02 For the purposes of this section, any advanced Funding received by the Clinic prior to expenditure shall be deemed to be held in trust by the Clinic for the Ministry until such time as such Funds are spent in accordance with the provisions of Schedule "A" and "A - Appendix 1", or in accordance with any other terms of this Agreement. All such deemed trust funds shall be returned to the Ministry in full in the event of termination pursuant to this section.

9.0 Reports

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

Financial Reports

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

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

Performance Reports

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

Other Reports

- f) An Annual Report that includes, at a minimum the following requirements:
 - i. The Clinic's progress to achieving the goals set out in the approved Business and Operational Plan.
 - ii. Communication of achievements and future plans to patients and the broader community.
- g) The Ministry reserves the right to confirm the eligibility of any or all Inter-professional Team Members, including, but not limited to Collaborating Physicians, and the Clinic shall provide the Ministry with details of all such Inter-professional Team Members prior to the commencement of their services, or at any other time during the Term of this Agreement.

- h) Any financial, performance or other report(s) as required by the Ministry.
- 9.02 The Clinic agrees to respond in a timely manner to inquiries or requests for information or materials as may be made from time to time by the Ministry in relation to this Agreement.
- 9.03 Unless it has agreed to do so, the Ministry shall not pay any amount in excess of the total Funding set out in section 3.01. The Ministry will not recognize expenditures in excess of the approved itemized Budget amounts, or in excess of other expenditures, unless agreed to in writing by the Ministry.
- 9.04 Upon reviewing Schedule "D", if the Ministry reasonably believes that the Clinic is likely to go into default of its financial obligations, the Ministry may:
- a) appoint any of the employees or agents of the Ministry to conduct an audit/operational review or investigation for the purpose of ensuring that the Clinic is funding and administering its approved Business and Operational Plan in accordance with its Budget; and/or
 - b) make remedial recommendations to the Clinic and require that the Clinic submit a detailed plan within 14 days of receiving such recommendations, as to how and when the Clinic intends to take corrective action.
- 9.05 The Ministry reserves the right to make continued Funding under this Agreement conditional up the Clinic's willingness and ability to meet patient encounter targets reasonably determined by the Ministry from time to time. In this regard, the Clinic acknowledges that the Ministry may present the Clinic with expected targets, and/or adjustable levels of Funding tied directly to the Clinic's total number of patients. For greater clarity and guidance the Ministry expects a minimum approximate ratio of 1 FTE funded NP position per 800 patients accessing Clinic services, said approximate ratio adjustable up depending on other funding considerations in the Budget.
- 10.0 Accounting**
- 10.01 The Clinic shall keep and maintain all records, invoices and other documents relating to the Funding in a manner consistent with Generally Accepted Accounting Principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry and its agents for a period of seven (7) years from the termination date of this Agreement.
- 10.02 The Clinic authorizes the Ministry and its agents, upon twenty-four (24) hours' notice and during normal business hours, to visit their premises in order to review the operation of the Clinic and to inspect and copy, at the Ministry's expense, any records, invoices and documents in the possession or under any Member's or employee's control relating to the Clinic and the Clinic Funding.

10.03 The Ministry's right of inspection in this Agreement includes the right to perform an audit at its own expense.

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

11.0 Conflict of Interest

11.01 The Clinic shall provide for the delivery of services, as set out in Schedule "A" and Schedule "A - Appendix 1" and use the Funds in a manner that no person associated with the Clinic in any capacity shall have a conflict of interest.

11.02 For these purposes, a conflict of interest is considered a situation in which an unqualified person associated with the Clinic or any unqualified member of his or her family is able to benefit financially from his or her involvement in the Clinic.

11.03 The Clinic shall disclose to the Ministry without delay any situation that amounts to a conflict of interest. All non-arms length transactions between the Clinic and its members and/or their family members must be based on the fair market value of the services and/or supplies exchanged, and must be appropriately disclosed in the financial reports and audited financial statements provided by the Clinic to the Ministry.

Notices

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

To the Ministry:

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

To the Clinic:

*Georgian Nurse Practitioner-Led Clinic
Attention: Ms. Almee Moore
One Georgian Drive M139
Barrie ON L4M 3X9
Telephone: 705-737-5441*

13.0 Limitation of Liability

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

14.0 Indemnity and Insurance

14.01 Clinic Indemnity

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

revenue or profit, by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination of this Agreement.

14.02 Clinic's Insurance

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

- (a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, products and completed operations aggregate. The policy is to include the following:
 - the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Clinic's obligations under, or otherwise in connection with, this Agreement
 - contractual liability coverage
 - cross-liability clause
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) Errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this Agreement, in the amount of not less than Five Million (\$5,000,000.00) Dollars per claim and in the annual aggregate.
- (c) Contents and property insurance with the Ministry named as "loss payee" in the event that the Clinic has received, or anticipates receiving any Funding from the Ministry for facility improvements, and/or furnishings, and or equipment.

14.03 Proof of Insurance

The Clinic shall provide the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the

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

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

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

14.05 Clinic Participation in Proceedings

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

15.0 General

- 15.01 During the Term of this Agreement and any renewal of the same, the Clinic shall, use the phrase "Nurse Practitioner-Led Clinic" in all forms of communication, correspondence, identification and branding. The Clinic shall consult with the Ministry prior to participating in media communications and publications pertaining to the Clinic. The Clinic shall acknowledge the support of the Ministry in all advertising and publicity associated with this Agreement in a format approved by the Ministry.
- 15.02 The Ministry may disclose in any manner to any person or entity the name address, composition and contact information of the Clinic as well as any other information of any kind pertaining to the Clinic.
- 15.03 Pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12 as amended, the payment obligations of the Ministry under this Agreement are subject to,
- (a) the Ministry securing the requisite appropriation for payment during the Province's fiscal year in which payment is due, or
 - (b) the Ministry securing the requisite appropriation for a multi-year payment during a previous fiscal year which cover the year in which payment is due.
- 15.04 In no case shall the Clinic, or any employee, agent, or subcontractor of the Clinic who provide a service that would otherwise, be billable through OHIP, bill a patient or any other person or entity, for services funded pursuant to this Agreement, unless specifically authorized in accordance with the terms and conditions herein. Non-Insured services may be billed directly to the patient in accordance with the College of Nurses of Ontario (CNO) and/or Ontario Medical Association (OMA) guidelines.
- 15.05 In the event that any portion of the Funding pertains to capital expenditures, the Clinic acknowledges that such Funding may be subject to compliance by the parties herein, with the provisions of the *Ontarians With Disabilities Act*; and the *Accessibility for Ontarians with Disabilities Act, 2005*.
- 15.06 Except as otherwise specifically stated herein, this Agreement and its Schedules constitutes the entire Agreement between the parties pertaining to the Clinic. No modification of this Agreement shall be binding unless in writing and executed by all parties.
- 15.07 The parties herein are, at all times, independent of one another and shall not be deemed to be employees, agents, partners of, or in a joint venture with, one another.

- 15.08 The terms and provisions set out in sections 3.04, 3.05, 3.06, 3.7, 3.08, 3.9, 3.10, 3.11, 9.02, 10.01, 10.02, 10.03, 10.04, 13.01, 13.02, 13.03, 14.01, 14.02, 14.05; 15.04, 15.05, 15.07, and 15.09, shall survive the termination of this Agreement, and shall bind the parties and their successors and assigns.
- 15.09 No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived, and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the party that is purported to have given such waiver or consent. No delay or omission on the part of any party to this Agreement to avail itself of any such right.
- 15.10 The Clinic shall not assign, transfer, or pledge any provision or right under this Agreement without the Ministry's prior written consent. The Ministry may withhold such consent in its sole discretion, or it may grant it subject to such terms and conditions as it may require. The Ministry reserves the right to assign or transfer its roles and responsibilities under this Agreement to an agency of the Crown, upon giving the Clinic 60 days written notice of its intention to do so. In the event of any such assignment or transfer shall not require a formal assignment agreement, and upon such assignment or transfer, all references to the Ministry shall automatically apply to the Crown agency.
- 15.11 Time is of the essence.
- 15.12 Unless otherwise agreed to in writing by the Ministry, the Clinic shall not be permitted to fund positions or services which are already funded through existing Ministry programs, agencies or organizations including, but not limited to, hospitals, public health units, and Local Integrated Health Networks.

16.0 Schedules

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

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

7. Schedule G – Recruitment and Retention – FTE Quarterly Report

8. Schedule H – Reporting Information and Guidelines

17.0 Entire Agreement

17.01 This Agreement, together with the attached schedules listed in section 16.0 of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

17.02 This Agreement may only be modified by a written agreement duly executed by the parties.

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

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

April 9/2013

per: S. McGurn

Title: Suzanne McGurn
Date: Assistant Deputy Minister

Georgian Nurse Practitioner-Led Clinic

March 18, 2013
Date

[Signature]

Witness:

per: Valerie Smith
Name: Valerie Smith
Position: Chair of the Board
I have authority to bind the corporation

Ministry of Health
and Long-Term Care

Office of the Minister

10th Floor, Hepburn Block
80 Grosvenor Street
Toronto ON M7A 2C4
Tel 416-327-4300
Fax 416-326-1571
www.ontario.ca/health

Ministère de la Santé
et des Soins de longue durée

Bureau du ministre

Édifice Hepburn, 10^e étage
80, rue Grosvenor
Toronto ON M7A 2C4
Tél 416-327-4300
Télééc 416-326-1571
www.ontario.ca/sante



MAR 20 2015

HLTC3968FL-2014-1742

Ms. Valerie Smith
Board Chair
Georgian Nurse Practitioner-Led Clinic
1 Georgian Drive
Barrie ON L4M 3X9

Dear Ms. Smith:

I am pleased to advise you that the Ministry of Health and Long-Term Care will provide the Georgian Nurse Practitioner-Led Clinic up to \$102,898 in additional base funding for the 2014-15 funding year to enhance quality and access to health care in your community.

The Assistant Deputy Minister of the Negotiations and Accountability Management Division will write to Ms. Aimee Moore, Administrative Lead, shortly concerning the terms and conditions governing this funding.

Thank you for your dedication and commitment to health care and the important role your Nurse Practitioner-Led Clinic plays in providing quality family health care for the residents of Ontario.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Eric Hoskins".

Dr. Eric Hoskins
Minister

c: Ms. Ann Hoggarth, MPP, Barrie
Mr. Robert Morton, Board Chair, North Simcoe Muskoka Local Health Integration
Network
Ms. Aimee Moore, Administrative Lead, Georgian Nurse Practitioner-Led Clinic

**Ministry of Health
and Long-Term Care****Ministère de la Santé
et des Soins de longue durée**

Assistant Deputy Minister
Negotiations and Accountability
Management Division

Sous-ministre adjointe
Division des négociations et
de la gestion de la responsabilisation

5th Floor, Hepburn Block
Queen's Park
Toronto ON M7A 1R3

Édifice Hepburn, 5e étage
Queen's Park
Toronto ON M7A 1R3

Telephone: 416 212-7012
Facsimile: 416 327-5186

Téléphone: 416 212-7012
Télécopieur: 416 327-5186

HLTC3968FL-2014-1742

MAR 20 2015

Ms. Aimee Moore
Administrative Lead
Georgian Nurse Practitioner-Led Clinic
1 Georgian Drive
Barrie ON L4M 3X9

Dear Ms. Moore:

Re: Ministry of Health and Long-Term Care Agreement with Georgian Nurse Practitioner-Led Clinic effective the 1st day of April, 2013 (the "Agreement")

This letter is further to the recent letter from the Honourable Dr. Eric Hoskins, Minister of Health and Long-Term Care, in which he informed your organization that the Ministry of Health and Long-Term Care (the "ministry") will provide the Georgian Nurse Practitioner-Led Clinic up to \$102,898 in additional base funding for the 2014-15 funding year to enhance quality and access to health care in your community. This will bring the total maximum funding available under the Agreement for the 2014-15 Funding Year up to \$1,330,785.

I am, therefore, pleased to provide you with a new Budget and Banking and Payment Information that, pursuant to section 3.03 of the Agreement, shall replace the Budget in Schedule "A" and the Banking and Payment Information in Schedule "C". All terms and conditions contained in the Agreement remain in full force and effect.

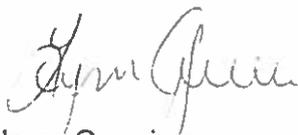
We appreciate your cooperation with the ministry in managing your funding as effectively as possible. You are expected to adhere to our reporting requirements, particularly for in-year service and financial reporting, which is expected to be timely and accurate. Based on our monitoring and assessment of your in-year service and financial reporting, your cash flow may be adjusted appropriately to match actual services provided.

The government remains committed to eliminating the deficit by 2017-18 and therefore it is critical that you continue to manage costs within your approved budget.

Ms. Aimee Moore

Please review the new Budget and new Banking and Payment Information carefully. Should you require any further information or clarification, please contact Johlen Jordens, Senior Program Consultant, at 416-212-3940 or by e-mail at Johlen.Jordens@ontario.ca.

Sincerely,



Lynn Guerriero
Assistant Deputy Minister

Enclosure

- c: Ms. Valerie Smith, Board Chair, Georgian Nurse Practitioner-Led Clinic
Mr. Pier Falotico, Director, Financial Management Branch, MOHLTC
Ms. Gabriella Martin, (A) Director, Fiscal Oversight & Performance Branch, MOHLTC

Schedule A.1: Approved Annual Operating Budget
 Georgian Nurse Practitioner-Led Clinic
 Annual Base Funding Beginning April 1, 2014

Schedule A.1

The total of each category includes HST where applicable

Approved Annual Base Funding Budget Beginning 2014-2015				
HUMAN RESOURCES SALARIES & BENEFITS				
1. Stipend	# of NPS	Stipend	# Months	Approved Funds
Collaborating Physician	4	\$838	12	\$40,224
Nurse Practitioner Lead	1	\$10,000		\$10,000
Total Stipends				\$50,224
2. Inter-professional Health Providers (IHP)	# of FTE	Salary	# Months	Approved Funds
Nurse Practitioner	4	\$89,203	12	\$356,812
Registered Nurse	1.5	\$66,568	12	\$99,852
Pharmacist	0.5	\$88,869	12	\$44,435
Registered Dietician	1	\$62,219	12	\$62,219
Social Worker	1	\$69,003	12	\$69,003
Total IHP				\$632,321
Benefits @ 20%				\$126,464
Total IHP and Benefits				\$758,785
3. Management and Administrative (M & A) Personnel	# of FTE	Salary	# Months	Approved Funds
Administrative Lead	1	\$77,367	12	\$77,367
Receptionist/Clerical Staff	1	\$36,593	12	\$36,593
Administrative Assistant	2	\$43,911	12	\$87,822
Total M & A Personnel				\$201,782
Benefits @ 20%				\$40,356
Total M & A Personnel and Benefits				\$242,138
TOTAL HUMAN RESOURCES				\$1,051,147
OVERHEAD				
1. Equipment (INCLUDES HST)			# Months	Approved Funds
Telecommunication, oxygen, etc.			12	\$3,282
2. General Overhead (INCLUDES HST)			# Months	Approved Funds
Advertising, Bank fees, Supplies/materials, Postage/courier, Operational service contracts, etc			12	\$71,354
3. Information Technology (IT) (INCLUDES HST)			# Months	Approved Funds
Hosting Support and Maintenance, Connectivity, Software License, etc.			12	\$39,555
4. Insurance/Professional Liability (INCLUDES HST)			# Months	Approved Funds
Director's, General Liability, Contents, etc.			12	\$11,350
5. Premises (INCLUDES HST)			# Months	Approved Funds
Common Maintenance			12	\$13,899
Rent			12	\$76,153
Total Premises				\$90,052
6. Service Fee (INCLUDES HST)				Approved Funds
Audit, Legal, Clinical Travel, Professional Development, General Consultant Fees, Recruitment, Contingency, Retention, Relief, etc.				\$64,045
Total Service Fee				\$64,045
TOTAL OVERHEAD				\$279,638
Total Approved Annual Base Funding Beginning 2014-2015				\$1,330,785

Section 4

Georgian Nurse Practitioner-Led Clinic Liability Insurance



Aviva Insurance Company of Canada

FAMILY HEALTH TEAM INSURANCE PROGRAM DECLARATIONS

Master Policy No. FHT-07

Certificate No. 138

Aviva Insurance Company of Canada (hereinafter called the Insurer or the Company), in consideration of the premium specified, agrees to indemnify the Insured in accordance with these Declaration and the attached forms.

Insured	Georgian Nurse Practitioner Led Clinic
Mailing Address	1 Georgian Drive, Barrie, ON L4M 3X9
Policy Period	From August 11, 2016 to August 11, 2017 12:01 A.M. Standard Time at the address of the Insured.
Broker	Marsh Canada Limited 120 Bremner Boulevard, Suite 800 Toronto, Ontario M5J 0A8

Insurance and Annual Premium Summary

Type of Coverage	Annual Premium
Property	\$1,126
Boiler & Machinery	\$433
Professional & General Liability	\$6,577
Comprehensive Dishonesty, Disappearance and Destruction Insurance	\$100
TOTAL ANNUAL PREMIUM	\$8,986

This Declaration Page is not valid unless signed by an authorized representative of the Insurer.

Dated at Toronto, Ontario: August 8, 2016

Signed on behalf of Aviva Insurance Company of
Canada



Aviva Insurance Company of Canada

Part I - Property and Business Interruption Insurance Declarations

The Insurer(s), in consideration of the payment of the Premium, in reliance upon the statements in the signed Application and/or Declarations and subject to the Conditions, Special Provisions, Exclusions, Limitation and other Terms of Master Policy No. FHT-07, does hereby agree with the Named Insured herein as follows:

Master Policy Number	FHT-07	Certificate No.	138
Insurer	Aviva Insurance Company of Canada		
Named Insured	Georgian Nurse Practitioner Led Clinic		
Mailing Address	1 Georgian Drive, Barrie, ON L4M 3X9		
Policy Term	August 11, 2016 to August 11, 2017 (both 12:01-AM Standard Time at the address of the Insured)		
Location(s) Insured	On File with the Insurer		
Limits of Liability Section 1	\$1,082,000	Property of Every Description including but not limited to Electronic Data processing Equipment	
	S Included	Laptops	
	S Included	Debris Removal	
Valuation	Replacement Cost applicable to Property of Every Description except where otherwise noted		
Stated Amount Co-Insurance	Stated Amount Coinsurance applies except where otherwise noted		
Extensions of Coverage: These apply in addition to the Property of Every Description Limit of Liability	\$250,000	Extra Expense	
	\$120,000	Account Receivable	
	\$100,000	Valuable Papers & Records	
	\$25,000	Fire Department Service Charge	
	\$25,000	Automatic Fire Suppression System Recharge Expense	
	\$1,000,000	Newly Acquired Location	
	\$250,000	Alterations, Improvements, Betterments	
	\$25,000	Personal Property of Officers and Employees	
	\$25,000	Property of Others for which Insured is Legally Liable	
	\$25,000	Property on Exhibition	
	\$250,000	Property In Transit	
	\$2,500	Per Plant Outside Premises for Lawns, Trees, Plants, Shrubs, \$10,000 per occurrence	
	\$10,000	Locks and Keys	
	\$25,000	Fine Arts	
	\$25,000	Professional Fees	

	\$15,000	Land and Water Pollution Clean Up
	\$15,000	Pollution Clean Up Endorsement
	\$25,000	Brands and Labels
	\$100,000	Consequential Loss (including limited off premises power failure) – 100kms limit, 24 hour waiting period
	Included	Debris Removal – 25% of the total amount insured at the location of the loss
	\$25,000	Electronic Data and Media
	\$25,000	Cost of Preparing Proof of Loss
	\$10,000	Building Damage by Theft
	\$100,000	New Acquisitions – Contents
	\$25,000	Leasehold Interest – Tenant's Rents
Section 2	\$100,000	Business Interruption (Profits Form)
	\$100,000	Interruption by Civil Authority
Deductibles - Per Occurrence except:	\$500	
Flood	\$10,000	
Earthquake	3% or \$100,000 minimum	
Sewer Backup	\$2,500	
Subject To		<ul style="list-style-type: none"> • Data Exclusion • Terrorism Exclusion • Fungi and Fungal Derivatives Exclusions • By-Laws Endorsement • Interruption by Civil Authority • Stated Amount Co-insurance • Inflation Protection • Standard Mortgage Clause – applicable to building only • Replacement Cost Endorsement
Annual Property Premium:	\$1,126	

All terms, conditions, limitations and exclusions under the Master Policy govern all rights and liabilities of the parties. This policy is subject to the following endorsements: Data Exclusion, Terrorism Exclusion, Fungi & Fungal Derivatives Exclusion.

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

Part II - Boiler and Machinery Breakdown Declarations

Limits of Liability	\$ 1,082,000	Per Accident
Extensions	\$ 100,000	Professional Fees (excluding Public Adjusters)
	\$ 250,000	Hazardous Substances
	\$ 100,000	Expediting Expense
	\$ 250,000	Errors & Omissions
	\$ 10,000	Data & Media
	\$ 250,000	Ammonia Contamination
	\$ 100,000	Water Damage
	\$ 2,000,000	Newly Acquired Location
	\$ 2,000,000	Consequential Loss and Business Interruption
Section 2	\$ 250,000	Business Interruption – (Profits Form)
Section 3	\$ 250,000	Extra Expense
Deductibles	\$ 1,000 per Accident	
	24 Hour Waiting Period Business Interruption/Extra Expense	
Valuation	Repair or Replace	
Subject To	<ul style="list-style-type: none"> • Disputed Loss Agreement • By-Laws • Service Interruption • Data Exclusion • Terrorism Exclusion • Fungi and Fungal Derivatives Exclusion 	
Boiler and Machinery Annual Premium	\$433	

Part III - Professional and General Liability Insurance Declarations

The Insurer, in consideration of the payment of the Premium, and in reliance upon the statements in the Declarations and subject to the Conditions, Special Provisions, and Limitations, does hereby agree with the Named Insured herein as follows:

1.	Master Policy No.	FHT-07	Certificate No.	138
2.	Insurer	Aviva Insurance Company of Canada		
3.	Named Insured	Georgian Nurse Practitioner Led Clinic		
4.	Mailing Address	1 Georgian Drive, Barrie, ON L4M 3X9		
5.	Policy Period: This Policy is Effective	August 11, 2016 to August 11, 2017		
		(both 12:01 AM Standard Time at the address of the Insured)		
6.	Location(s)	On file with the Insurer		
7.	Retroactive Date(s):			
	Coverages C1, C2:	N/A		
	Coverages G:	N/A		
	Coverages H:	N/A		
8.	Total Professional and General Liability Premium	\$ 6,577		
9.	Premium Allocation Period	12 Months		
10.	Limit of Liability	\$ 10,000,000		

Coverage applies only when an amount of insurance is shown beside the Coverage and under Limits of Liability

II.	Coverage	Subject to the Sub-Limits and Aggregate Limits as Stated in the Policy		Basis of Coverage	Deductible (\$)
	Description of Coverage	Limits of Liability (CDN \$)		Occurrence / Claims Made	(N/A means Not Applicable)
A1.	Bodily Injury	\$10,000,000		Occurrence	N/A
A2.	Personal Injury	\$10,000,000		Occurrence	N/A
A3.	Medical Payments	\$25,000 \$100,000	Each Person Per Occurrence	Occurrence	N/A
B1.	Property Damage	\$10,000,000		Occurrence	N/A
B2.	Tenant's Legal Liability	\$10,000,000		Occurrence	N/A
C1.	Professional Liability	\$10,000,000		Occurrence	N/A
C2.	Transfusion Legal Liability	\$10,000,000		Occurrence	N/A
D.	Voluntary Compensation	\$10,000,000		Occurrence	N/A
E.	Non-Owned Automobile: Section I - SPF 6 Non-Owned Automobile Insurance Section II - SEF 94 Legal Liability for Damage to Non-Owned Automobiles	\$10,000,000 \$75,000		Occurrence	N/A \$1,000
F.	Employee Benefits Errors and Omissions	\$2,500,000 \$2,500,000	Per Claim Annual Aggregate	Claims-Made	\$1,000
G.	Administrators' Errors and Omissions	\$10,000,000		Occurrence	N/A
H.	Legal Expense	\$50,000 \$250,000	Per Proceeding Annual Aggregate	Occurrence	N/A
	Sub Limits				
	Advertising Injury Liability	\$2,000,000 \$4,000,000	Per Claim Annual Aggregate		
	General Aggregate	\$20,000,000 Does not apply to coverages B2, E, F and H.			
	Subject To	<ul style="list-style-type: none"> ▪ Cross Liability ▪ Host Liquor Liability 			

MASTER POLICY ENDORSEMENTS

- | | |
|--------------|---|
| No.1 | ▪ Coverage Sub-limits – Punitive Damages and Aircraft Endorsement (Not Applicable) |
| No.2 | ▪ Advertising Injury Liability Endorsement (Not Applicable) |
| No.3 | ▪ “Good Samaritan” Endorsement (Not Applicable) |
| No.4 | ▪ Data Exclusion Endorsement (Not Applicable) |
| No.5 | ▪ Terrorism Exclusion Endorsement (Not Applicable) |
| No.6 | ▪ Asbestos Exclusion Endorsement (Not Applicable) |
| No.7 | ▪ Fungi & Fungal Derivatives Exclusion Endorsement (Not Applicable) |
| No.8 | ▪ Pollution Exclusion Amendment (Not Applicable) |
| No.9 | ▪ Prior Acts Extension - Professional Liability and Transfusion Legal Liability (Not Applicable) |
| No.10 | ▪ Prior Acts Extension – Administrators’ Errors and Omissions Insurance (Not Applicable) |
| No.11 | ▪ Increased Limit of Liability for Administrators’ Errors and Omissions Prior Acts Extension (Not Applicable) |
| No.12 | ▪ Liability General Aggregate Endorsement (Not Applicable) |

POLICY ENDORSEMENTS (if applicable)

- | | |
|--------------|------------------------|
| No. 1 | ▪ Employers’ Liability |
|--------------|------------------------|

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

Endorsements to Master Policy

ENDORSEMENT NO. 1 COVERAGE SUB-LIMITS – PUNITIVE DAMAGES AND AIRCRAFT ENDORSEMENT

Attaching to and Forming Part of Master Policy No. FIIT-07 of Scottish & York Insurance Co. Limited.

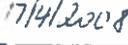
It is understood and agreed that the Limits of Liability of the Insurer are as follows:

1. In respect to Coverages A1, A2, B1, B2, C1, C2, D and G, a sub-limit of \$250,000 per occurrence, \$1,000,000 annual aggregate is applied to that portion of damages awarded as punitive damages. If the Limit of Liability under these Coverages is less than \$2,000,000 a sub-limit of \$250,000 per occurrence, \$1,000,000 annual aggregate, is applied to that portion of damages awarded as punitive damages.
2. In respect to Coverages A, B1 and B2, a sub-limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate is applied to claims arising from the use or operation of any aircraft landing area. If the Limit of Liability under these Coverages are less than \$2,000,000.00 a sub-limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, is applied to claims arising from the use or operation of any aircraft landing area.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Signature on behalf of
Scottish & York Insurance Co., Limited



Date

**ENDORSEMENT NO. 2
ADVERTISING INJURY LIABILITY ENDORSEMENT**

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

Insuring Agreement

To pay on behalf of the Insured those sums which the Insured shall become legally obligated to pay as damages because of advertising injury to which this insurance applies. This insurance applies to advertising injury only if caused by an offence during the Policy Period committed in the course of advertising the Insured's goods, products or services.

Limits of Insurance:		Deductible:
\$2,000,000	Each Occurrence	\$ Nil
\$4,000,000	Annual Aggregate	

Exclusions

This insurance does NOT apply to advertising injury:

1. Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
2. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy period;
3. Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
4. For which the Insured has assumed liability in a contract or agreement. This Exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement;
5. Breach of contract, other than misappropriation of advertising ideas under an implied contract;
6. The failure of goods, products or services to conform with advertised quality or performance;
7. The wrong description of the price of goods, products or services; or
8. An offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

Definition

Advertising Injury means injury arising out of one or more of the following offences:

- (i) Oral or written publication of material that slanders or libels a person or disparages a person's or organization's goods, products or services;
- (ii) Oral or written publication of material that violates a person's right of privacy;
- (iii) Misappropriation of advertising ideas or style of doing business, or
- (iv) Infringement of copyright, title or slogan.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Scottish & York Insurance Co. Ltd.
Tom Simack

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2008

Date

**ENDORSEMENT NO. 3
GOOD SAMARITAN ENDORSEMENT**

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

Notwithstanding anything contained in this Policy to the contrary, it is hereby understood and agreed that this Policy is extended to cover the liability imposed upon the Insured, as a result of the Insured performing any Good Samaritan service provided that the Individual(s) performing such Good Samaritan service is/are not involved in any private medical practice of his/her/their own.

Good Samaritan service is defined as the rendering or administering of medical, surgical, dental, psychiatric, nursing or similar treatment to any member of the general public who is not a patient of the Insured, nor a person for whom the Insured is under obligation to perform such service.

EXCEPT AS HEREIN PROVIDED, ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

SCOTTISH & YORK INSURANCE CO. LTD.
Tom Smith

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2008

Date

**ENDORSEMENT NO. 4
DATA EXCLUSION ENDORSEMENT**

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

This insurance does not apply to any liability for:

1. Erasure, destruction, corruption, misappropriation, misinterpretation of Data;
2. Erroneously creating, amending, entering, deleting or using Data.

including any loss of use arising therefrom.

Additionally, this insurance does not apply to any personal injury or advertising injury, if otherwise insured, arising out of the distribution or display of Data, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of Data.

Further, where used in this endorsement the term Data means representations of information or concepts, in any form.

EXCEPT AS HEREIN PROVIDED, ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

SCOTTISH & YORK INSURANCE CO. LTD.
[Handwritten Signature]

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2007

Date

**ENDORSEMENT NO. 5
TERRORISM EXCLUSION ENDORSEMENT**

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

This endorsement modifies the coverage provided in those forms shown on the Declarations Page under the Professional and General Liability heading.

1. This policy does not apply to **bodily injury, property damage or personal injury** arising directly or indirectly, in whole or in part, out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury, property damage or personal injury**;
2. This policy does not apply to **loss**, as defined in the said forms, arising directly or indirectly, in whole or in part, out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such loss;
3. The following definition is added:

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, **terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

EXCEPT AS HEREIN PROVIDED, ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

SCOTTISH & YORK INSURANCE CO. LTD.
Tim Street

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2003

Date

**ENDORSEMENT NO. 6
ASBESTOS EXCLUSION ENDORSEMENT**

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

This endorsement modifies the coverage provided shown in the Professional and General Liability Insurance Declarations Page.

1. This insurance shall not apply to and does not cover any actual or alleged **bodily injury, property damage, personal injury, Tenants Legal Liability or Medical Payments** or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
2. If Professional Liability, Transfusion Legal Liability, Administrators' Errors and Omissions Insurance or Legal Expense Coverage is attached to the policy to which this endorsement is applicable, then this insurance shall not apply to and does not cover any actual or alleged loss, as defined in the said forms, or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or even that contributes concurrently or in any sequence to the **bodily injury, property damage, personal injury, Medical Payments, Tenants Legal Liability, loss or any other cost, loss or expense.**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SCOTTISH & YORK INSURANCE CO. LTD.
Alan Stewart

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2003

Date

ENDORSEMENT NO. 7
FUNGI & FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

This endorsement modifies the coverage provided shown in the Professional and General Liability Insurance Declarations Page.

1. This insurance shall not apply to:
- a) **bodily injury, property damage, personal injury, Medical Payments or Tenants' Legal Liability, or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores, or**
 - b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion shall not apply to **bodily injury or property damage** which results directly from:

- (i) **a products-completed operations hazard** not otherwise excluded by this policy;

The most we will pay under this exception for all **bodily injury and property damage** in any policy period is \$250,000.

The Limit of Insurance provided by this exception shall be included in and is not in addition to any other Limits of Insurance provided for **bodily injury or property damage** under the Liability section of this policy.

2. If Professional Liability, Transfusion Legal Liability, Administrators' Errors and Omissions Insurance or Legal Expense Coverage is attached to the policy to which this endorsement is applicable, then this policy does not apply to:
- a) **loss, as defined in the said forms, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores; or**
 - b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

For the purpose of this endorsement the following definitions are added:

fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens, or pathogens.

spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

SCOTTISH & YORK INSURANCE CO. LTD.
16w smact

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2008

Date

**ENDORSEMENT NO. 8
POLLUTION EXCLUSION AMENDMENT**

Attaching to and Forming Part of Master Policy No. FIIT-07 of Scottish & York Insurance Co. Limited.

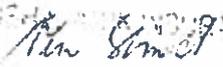
In consideration of the premium charged, it is hereby understood and agreed that the Pollution Exclusion contained in this Policy does not apply to the Insured's use of chemicals with respect to grounds maintenance providing:

1. The discharge, dispersal, release or escape of pollutants is a sudden, unintended and unexpected happening; and
2. The operations are being conducted away from the Insured's premises and the bodily injury or property damage occurs away from such premises and providing such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, provincial or local government having application to such operations.

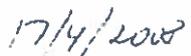
It is further understood and agreed that the total liability of the Insurer for this endorsement (exclusive of defence, settlement and supplementary payments as defined heretofore) shall, in any one accident be limited to the sum of Twenty-Five Thousand (\$25,000.00) Dollars.

It is also understood and agreed that the Insured shall pay the first Two Thousand Five Hundred (\$2,500.00) Dollars with respect to all claims, legal fees and adjusting expenses combined in any one accident or occurrence relating to the coverage provided by this endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Signature on behalf of
Scottish & York Insurance Co., Limited



Date

ENDORSEMENT NO. 9 (OPTIONAL)
PRIOR ACTS EXTENSION - PROFESSIONAL LIABILITY AND
TRANSFUSION LEGAL LIABILITY
(This Endorsement is applicable only if cited on Declarations.)

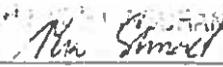
Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

In consideration of the payment of an additional premium of \$ (as per Declarations Page), it is understood and agreed that Coverage C1 (Professional Liability) and Coverage C2 (Transfusion Legal Liability) are extended to apply to any claim first made against the Named Insured during the period that this Policy No. FHT-07 is in force and arising out of an accident or occurrence that happened during the period _____ to _____ provided always that this Policy is in full force and effect when such claim is first made.

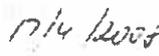
It is further understood and agreed that:

1. The extension of coverage provided by this endorsement shall not apply to any accident or occurrence reported to the Insurer of any Policy or Certificate that was in effect at the time such accident or occurrence was reported; and
2. The extension of coverage provided by this endorsement shall not apply to any accident or occurrence reported to any other Insurer(s), or for which coverage was provided under any Policy(ies) issued by such other Insurer(s); and
3. It is a condition of this extension of coverage that as of _____, the Named Insureds are not aware of any accident or occurrence that happened during the period _____ to _____ that has not been reported to the Insurer; and
4. This Endorsement does not increase the Insurer's Limit of Liability in excess of the applicable Limits as stated in the Declarations of this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Signature on behalf of
Scottish & York Insurance Co., Limited



Date

ENDORSEMENT NO. 10
(OPTIONAL) PRIOR ACTS EXTENSION – ADMINISTRATORS' ERRORS
AND
OMISSIONS INSURANCE
(This Endorsement is applicable only if cited on Declarations.)

Attaching to and Forming Part of Master Policy No. FHT-07 of Scottish & York Insurance Co. Limited.

1. It is agreed that this Policy applies to a **Wrongful Act** committed or allegedly committed prior to the effective date of the Policy provided:
 - a) **Claim** for such **wrongful act** is made during the Policy term, or other notice of loss is given by the **Insured** during the Policy term; and
 - b) The **Insureds** are not aware of any **claim** or of any **wrongful act** from which they may reasonably expect a **claim** to arise at the inception date of this the Prior Acts Extension of coverage; and
 - c) It is expressly understood and agreed that this the Prior Acts Extension of coverage shall only apply in those cases when the **First Named Insured** maintained prior insurance that would have provided coverage on a claims made basis for a **wrongful act**, but such coverage has ceased to apply because the **First Named Insured** has purchased insurance, such as this Policy, that provides coverage for a **wrongful act** occurring during the Policy period irrespective of when **claim** is made.
2. It is further agreed that the Insurer's liability for any one claim under this extension of coverage is limited to the limit of liability previously carried under prior insurance described in part (iii) above, or \$5,000,000, whichever is lower, and subject to an aggregate limit of the same amount available per claim under prior insurance, but not to exceed \$5,000,000. The aggregate limit is the total limit of the Insurer's liability for all damages insured under clause 2(e) for all claims in any one Policy term.
3. It is further agreed that General Condition 4, Notice of Accident, Circumstance, Occurrence, Claim or Suit is amended by adding the following as part c):

Solely with respect to coverage for an actual or alleged **wrongful act** prior to the Policy period covered under the provisions of the Prior Acts Extension of coverage, if the **Insured** or any **Additional Insured** shall receive written or oral notice from any party that it is the intention of such party to hold the **Insureds** responsible for a **wrongful act** and they give written notice during the Policy period or any extended reporting period to the Insurer, or Marsh Canada Limited, of the receipt of such notice, then any **claim** made within two (2) years following the termination of this Policy against the **Insureds** arising out of such **wrongful act** shall, for the purpose of this endorsement, be treated as a **claim** made during the Policy term.
4. It is further agreed that the following is added as General Condition 3 c):

Extended Reporting Period for Prior Acts Extension

Solely with respect to coverage for an actual or alleged **wrongful act** prior to the Policy period covered under the Prior Acts Extension of coverage, in case of cancellation of this Policy by either the Insurer or the **First Named Insured**, it is agreed that a sixty (60) day extended reporting period is granted providing an extension of Coverage G in respect of any claim or claims which may be made against the

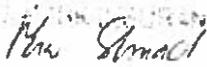
Insured during the sixty (60) day period following the effective date of such cancellation, provided such claim is reported to the Insurer during this extended reporting period.

This extended reporting period shall only apply to any wrongful act committed or omitted or alleged to have been committed or omitted by the Insured prior to the Policy period as stated in the Prior Acts Extension of coverage.

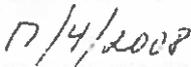
If the Insurer cancels this Policy because the First Named Insured has failed to pay the premium when due or the First Named Insured cancels the Policy mid-term, this extended reporting period shall not be granted.

As an option to the First Named Insured, in consideration of an additional premium to be determined by the Insurer in accordance with its standard rates, this automatic sixty (60) day extended reporting period may be lengthened to a term of twelve (12) months starting the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Authorized Signature on behalf of
Scottish & York Insurance Co., Limited



Date

**ENDORSEMENT NO. 11 (OPTIONAL)
INCREASED LIMIT OF LIABILITY FOR ADMINISTRATORS' ERRORS
AND OMISSIONS PRIOR ACTS EXTENSION
(This Endorsement is applicable only if cited on Declarations.)**

Attaching to and Forming Part of Master Policy No FHT-07 of Scottish & York Insurance Co. Limited

In consideration of the payment of an additional premium of \$(as per Declarations Page), it is understood and agreed that Endorsement 10 (Optional) Prior Acts Extension – Administrators' Errors and Omissions Insurance, clause 2, is amended to read as follows:

It is further agreed that the Insurer's liability for any one claim under this extension of coverage is limited to the limit of liability previously carried under prior insurance described in part c) above, or \$10,000,000, whichever is lower, and subject to an aggregate limit of the same amount available per claim under prior insurance, but not to exceed \$10,000,000. The aggregate limit is the total limit of the Insurer's liability for all claims in any one policy term.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Scottish & York Insurance Co. Ltd.
[Handwritten Signature]

Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2008

Date

ENDORSEMENT NO. 12
LIABILITY GENERAL AGGREGATE ENDORSEMENT

Attaching to and Forming Part of Master Policy No FHT-07 of Scottish & York Insurance Co. Limited.

This Endorsement changes the Policy.
Please read it carefully.

The Limit of Liability Section is deleted and replace with the following:

Limit of Liability

The Limit of Liability stated in the Declarations hereof as applicable to each occurrence or claim is the limit of the Insurer's liability for all damages incurred as a result of any one occurrence or claim insured hereunder.

Aggregate Limit

Whenever a limit of liability is stated in this Policy as Aggregate such limit is, subject to the above provisions regarding each occurrence or claim, the total limit of the Insurer's liability for all damages insured hereunder in any annual period.

The Insurer's maximum Limit of Liability for any one loss, claim or occurrence shall in no event exceed the Limit stated for Coverage A1, Bodily Injury per occurrence under any one or all of the coverages afforded (except the Standard Non-Owned Automobile Liability Policy and its endorsements), subject always to the sub-limits and aggregate limits contained herein.

Subject to the above provisions, and regardless of (1) the number of Insureds under this Policy, (2) Persons or organizations who sustain Bodily Injury, Property Damage, or Personal Injury, or (3) claims made or actions brought, the Limit of Liability stated in the Declarations Page as General Aggregate is the total limit of the Insurer's liability for any or all of the coverages afforded (except the Standard Non-Owned Automobile Liability Policy and its endorsements, Property Damage as provided under Coverage B2 and B2 Tenant's Legal Liability, Coverage F - Employee Benefits Errors and Omissions and Coverage H Legal Expense) inclusive in any one consecutive 12 month period beginning with the effective date of the Policy, subject always to the sub-limits and aggregate limits contained herein.

All other terms and conditions remain unchanged.

SCOTTISH & YORK INSURANCE CO. LTD
Neil Stewart
Authorized Signature on behalf of
Scottish & York Insurance Co., Limited

17/4/2018
Date

Part IV - Comprehensive Dishonesty, Disappearance and Destruction Insurance Declarations

1. Master Policy No.	FHT-07	Declarations No.	138
2. Insurer	Aviva Insurance Company of Canada		
3. Named Insured	Georgian Nurse Practitioner Led Clinic		
4. Mailing Address	1 Georgian Drive, Barrie, ON L4M 3X9		
5. Policy Period: This Master Policy is Effective	From	August 11, 2016	
	To	August 11, 2017	
And this Master Policy is Effective from	12:01 A.M. Standard Time at the locations where this Master Policy applies		
6. Table of Limits of Liability			
Description of Coverage			
Employee Dishonesty – Form A	\$50,000		
Loss Inside the Premises	\$1,000		
Loss Outside the Premises	\$1,000		
Money Orders & Counterfeit Currency	\$10,000		
Depositors Forgery	\$10,000		
Third Party Computer Fraud & Funds Transfer Fraud	\$50,000		
Third Party Bonding	\$5,000		
Credit Card Forgery	\$10,000		
Endorsements	<ul style="list-style-type: none"> ▪ Terrorism Exclusion ▪ Fungi and Fungal Derivatives Exclusion ▪ Data Exclusion Endorsement ▪ Third Party Bonding ▪ Insurer Name Amendment 		
7. Deductible	N/A		
8. Total Crime Premium	\$ 100		

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE



Aviva Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY.

EMPLOYERS' LIABILITY COVERAGE EXTENSION

Attaching to and forming part of Professional and General Liability Master Policy No. FHT-07 of Aviva Insurance Company of Canada.

Named Insured: Georgian Nurse Practitioner Led Clinic
Certificate Number: 138
Effective Date: August 11, 2016

With respect to Claims or Actions because of **Bodily Injury** to an employee of the **Insured** arising out of and in the course of employment by the insured normal to their operations as presented to and understood by the **Insurer**:

1. Exclusion 1. a) under Part I, Professional and General Liability, Exclusions is hereby deleted on the condition that the **Insured** has and maintains a valid and collectible "employee benefits plan" for each employee, such as an insurance plan that provides cover to an employee's short term disability, long term disability and loss of earnings due to **bodily injury** to the insured employee while in the course of discharging their duties.

2. Exclusion 1. d) under Part I, Professional and General Liability, Exclusions is hereby deleted and replaced by the following:

d) (i) **bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any **Insured** of:

- (1) any aircraft; or
- (2) any air cushion vehicle.

(ii) **bodily injury** or **property damage** arising out of the ownership, existence, use or operation by or on behalf of any **Insured** of any premises for the purpose of an airport or aircraft landing area and all the operations necessary or incidental thereto.

(iii) This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the **bodily injury** involved the ownership, maintenance, use or entrustment to others of any aircraft.

3. The following exclusions are added to Part I, Professional and General Liability, Exclusions:

1. g) This insurance does not apply to **bodily injury** to an employee while employed in violation of the law with your actual knowledge or the actual knowledge of any of your executive officers.

h) This insurance does not apply to **bodily injury** to a physician during the course of their employment while employed by the **Insured**.

EXCEPT AS HEREIN PROVIDED, ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed on behalf of Aviva Insurance
Company of Canada



Aviva Insurance Company of Canada

Our Privacy Policy and Commitment to Protecting Your Privacy

We value your business and thank you for your confidence in choosing our company as your insurer. As our policyholder, you trust us with your personal information. We respect that trust and want you to be aware of our commitment to protect the information you share in the course of doing business with us.

How We Collect, Use and Disclose Your Information

When you request insurance from us, you share personal information so that we may provide you with products and services that best meet your needs. We assume your consent for our company and member companies, to collect, use, and disclose this information in an appropriate manner in order to:

- Communicate with you.
- Assess your application for insurance including underwriting and pricing your policies.
- Verify your information with government agencies, brokers, agents, insurers, other insurance reporting agencies and credit bureaus.
- Evaluate claims.
- Detect and prevent fraud.
- Analyze business results.
- Act as required or authorized by law.

We issue an insurance policy with the understanding that, in addition to providing your consent, you have obtained the consent from all persons named in your insurance policy for the collection, use and disclosure of their personal information, for the purposes outlined above. If this is not the case, it is important that you advise us immediately.

What We Will NOT do with Your Information

We do not sell customer information to anyone. Nor do we share customer information with organizations outside of our member companies that would use it to contact you about their own products or services.

We Strive to Protect Your Personal Information

All employees, independent brokers, agents, suppliers, and others as permitted by the criteria outlined above, who are granted access to customer records understand the need to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated.

We've also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

Your Privacy Choices

You may withdraw your implied consent at any time (subject to legal or contractual obligation and on providing us reasonable notice) by contacting our Privacy Officer. Please be aware that withdrawing your consent may prevent us from providing you with the requested product or service.

We may occasionally use your personal information to tell you or your broker about property and automobile services or products that we believe may be of interest to you. If you would rather not receive this type of communication, please let us know through our Privacy Officer.

If You Need More Information

For more information about our privacy policy and procedures, our member companies, or to obtain any updates, please visit our website at www.avivacanada.com, or contact our Privacy Officer, Normand Brunet, at:

Aviva Canada Inc.
630 Boulevard René-Lévesque West, Suite 900,
Montreal, QC, H3B 1S6
Telephone: 514-399-1440 or 1-800-361-4818
Fax: 514-399-1452
E-mail: CAPrivacyOfficer@avivacanada.com

Aviva Canada Inc. insurance companies:

- Aviva Insurance Company of Canada
- Traders General Insurance Company
- Scottish & York Insurance Co. Limited
- S&Y Insurance Company
- Elite Insurance Company
- Pilot Insurance Company

Section 5

Georgian Nurse Practitioner-Led Clinic Financial Statements

**Georgian Nurse
Practitioner-Led Clinic**

Financial Statements
For the year ended March 31, 2016

**Georgian Nurse
Practitioner-Led Clinic
Financial Statements**
For the year ended March 31, 2016

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BDO Canada LLP
300 Lakeshore Drive, Suite 300
Barrie ON L4N 0B4 Canada

Independent Auditor's Report

To the Board of Directors of Georgian Nurse Practitioner-Led Clinic

We have audited the accompanying financial statements of Georgian Nurse Practitioner-Led Clinic, which comprise the statement of financial position as at March 31, 2016, and the statements of operations and changes in general fund balance and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Georgian Nurse Practitioner-Led Clinic as at March 31, 2016 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

BDO CANADA LLP

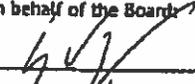
Chartered Professional Accountants, Licensed Public Accountants

Barrie, Ontario
May 30, 2016

**Georgian Nurse Practitioner-Led Clinic
Statement of Financial Position**

March 31	2016	2015
Assets		
Current assets		
Cash (Note 2)	\$ 850,518	\$ 1,357,538
HST and other receivables	16,515	15,874
Prepaid expenses	7,984	6,901
	875,017	1,380,313
Capital assets (Note 3)	42,437	45,075
	\$ 917,454	\$ 1,425,388
Liabilities and Net Assets		
Current liabilities		
Accounts payable and accrued liabilities	\$ 33,269	\$ 24,944
Government remittances payable	4,354	2,103
Due to North Simcoe Muskoka Local Health Integration Network (Note 4)	4,252	12,044
Deferred revenue - Ministry of Health and Long-Term Care (Note 5)	846,611	1,341,222
	888,486	1,380,313
Deferred contributions related to capital assets (Note 6)	42,437	45,075
	930,923	1,425,388
Commitments (Note 7)		
Contingency (Note 8)		
Net assets		
General Fund	(13,469)	-
	\$ 917,454	\$ 1,425,388

On behalf of the Board:


 _____ Director

 _____ Director

The accompanying notes are an integral part of these financial statements.

Georgian Nurse Practitioner-Led Clinic Statement of Financial Position

March 31	2016	2015
Assets		
Current assets		
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HST and other receivables	16,515	15,874
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Commitments (Note 7)		
Contingency (Note 8)		
Net assets		
General Fund	(13,469)	-
	\$ 917,454	\$ 1,425,388

On behalf of the Board:

_____ Director

_____ Director

Georgian Nurse Practitioner-Led Clinic Statement of Operations and Changes in General Fund Balance

For the year ended March 31	2016	2015
Revenues		
Ministry of Health and Long-term Care funding (Notes 5 and 8)	\$ 1,089,657	\$ 1,074,210
North Simcoe Muskoka Local Health Integration Network funding	55,263	61,463
Interest income	8,817	13,247
Amortization of deferred contributions related to capital assets (Note 6)	10,044	12,955
Medical file review	1,195	2,045
	1,164,976	1,163,920
Expenses		
Salary and wages	789,079	802,361
Employee benefits (Note 9)	136,469	128,849
Rent	76,603	76,603
EMR expenses	41,636	25,056
Consulting fees and stipends	35,751	33,271
Office expenses	17,502	16,541
Medical supplies	15,874	12,549
Amortization of capital assets	10,044	12,955
Insurance	9,457	9,342
Audit fees	8,939	8,523
Professional development	8,553	8,754
Recruitment	8,316	20,816
Equipment rentals	2,917	4,508
Bank charges	1,810	1,834
Legal fees	1,601	785
Travel	425	1,173
	1,164,976	1,163,920
Excess of revenues over expenses before Ministry assessments for the year	-	-
Ministry assessments (Note 8)	13,469	-
Excess of revenues over expenses for the year	(13,469)	-
Net assets, beginning of year	-	-
Net assets, end of year	\$ (13,469)	\$ -

Georgian Nurse Practitioner-Led Clinic Statement of Cash Flows

For the year ended March 31	2016	2015
Cash flows from operating activities		
Excess of revenues over expenses for the year	\$ (13,469)	\$ -
Adjustments for:		
Amortization of deferred contributions related to capital assets	(10,044)	(12,955)
Amortization of capital assets	10,044	12,955
Change in non-cash working capital items:		
HST and other receivables	(641)	(374)
Prepaid expenses	(1,083)	(1,913)
Accounts payable and accrued liabilities	8,325	(589)
Government remittances payable	2,251	1,029
Due to North Simcoe Muskoka Local Health Integration Network	(7,792)	(1,515)
	<u>(12,409)</u>	<u>(3,362)</u>
Cash flows from investing activities		
Purchases of capital assets	(7,406)	(1,875)
Cash flows from financing activities		
Increase (decrease) in deferred revenue	(494,611)	254,700
Deferred contributions related to capital assets	7,406	1,875
	<u>(487,205)</u>	<u>256,575</u>
Increase (decrease) in cash during the year	(507,020)	251,338
Cash, beginning of the year	1,357,538	1,106,200
Cash, end of the year	<u>\$ 850,518</u>	<u>\$ 1,357,538</u>

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

1. Summary of Significant Accounting Policies

Nature and Purpose of Organization

The Georgian Nurse Practitioner-Led Clinic ("the Clinic") is a not-for-profit organization incorporated without share capital under the Corporations Act (Ontario). The Clinic is exempt from income tax under the Canadian Income Tax Act.

The Clinic's purpose is to provide the City of Barrie and surrounding area with a community health centre that provides medical, health and supportive services with nurse practitioners as the primary providers of such services.

Basis of Accounting

These financial statements were prepared using the accrual basis of accounting under Canadian accounting standards for not-for-profit organizations. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. The principal estimates used in the preparation of these financial statements are the determination of the estimated useful life of capital assets, the valuation of capital assets, and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.

Capital Assets

Capital assets are stated at cost less accumulated amortization. Amortization is provided on capital assets using the following methods and annual rates:

Computer hardware and software	55% declining balance with half year rule
Leasehold improvements	straight-line over the life of the lease
Office and medical equipment	20% declining balance with half year rule

Impairment of Long Lived Assets

In the event that facts and circumstances indicate that the company's long lived assets may be impaired, an evaluation of recoverability would be performed. Such an evaluation entails comparing the estimated future undiscounted cash flows associated with the asset to the asset's carrying amount to determine if a write down to market value or discounted cash flow value is required. The company considers that no circumstances exist that would require such an evaluation.

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

1. Summary of Significant Accounting Policies (cont.)

Deferred Contributions Related to Capital Assets

Contributions received for capital assets are recognized as revenue in the same manner as the related capital expenditures are amortized. Deferred revenue related to capital assets represents the unamortized portion of contributions received.

Deferred Contributions

Deferred contributions represent unspent resources externally restricted for the delivery of Clinic's programs.

Fund Accounting

The general fund accounts for the Clinic's program delivery and administrative activities.

Revenue Recognition

The Clinic follows the deferral method of accounting for contributions which include government grants. The Clinic is funded primarily by the Province of Ontario in accordance with budget arrangements established by the Ministry of Health and Long-Term Care. Operating grants are recorded as revenue in the period to which they relate. Grants approved but not received at the end of an accounting period are accrued. When a portion of a grant relates to a future period, it is deferred and recognized as revenue in that subsequent period.

Unrestricted contributions are recognized as revenue when received or receivable if the amount can be reasonably estimated and collection is reasonably assured.

Contributions restricted for the purchase of capital assets are deferred and amortized into revenue at a rate corresponding with the amortization rate for the related capital assets.

Interest is recognized at the time the revenue is earned.

Medical file reviews are recognized as revenue when received or receivable if the amount can be reasonably estimated and collection is reasonably assured.

Contributed Services

Volunteers contribute many hours to assist the Clinic in carrying out its activities. Because of the difficulty of determining their fair value, contributed services are not recognized in these financial statements.

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

1. Summary of Significant Accounting Policies (cont.)

Contributed Materials

Contributed materials which are used in the normal course of the organization's operations and would otherwise have been purchased are recorded at their fair value at the date of contribution if fair value can be reasonably estimated.

Retirement Savings Plan

The Clinic accounts for its participation in a registered retirement savings plan as a defined contribution plan. Both the Clinic and participating employees are required to make plan contributions based on participating employees' contributory earnings. The Clinic recognizes the expense related to this plan as contributions are made.

Financial Instruments

Financial Instruments are recorded at fair value when acquired or issued. In subsequent periods, all of the organization's financial instruments are reported at cost or amortized cost less impairment, if applicable. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired. Transaction costs on the acquisition, sale or issue of financial instruments are charged to the financial instrument for those measured at amortized cost.

2. Cash

The Clinic's bank accounts are held at one chartered bank. The business account earns interest at variable rates dependant on average monthly balances and the premium investment savings account earns interest at 1.25%. Interest income earned on these accounts are subject to recovery by the Ministry of Health and Long-term Care.

The Clinic has a revolving loan with a maximum limit of \$25,000, subject to interest at the bank's prime rate due monthly, with principal due on demand. The purpose of this credit facility is to finance general operations. As at March 31, 2016 and March 31, 2015, there were no amounts owing under this credit facility.

The Clinic also has a Visa Business card with a limit of \$10,000 (2015 - \$50,000) available to assist with travel and general business expenses, bearing interest at 19.99%. As at March 31, 2016 and March 31, 2015, there were no amounts owing under this credit facility.

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

3. Capital Assets

	2016		2015	
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
Computer hardware	\$ 20,359	\$ 19,754	\$ 20,359	\$ 19,014
Computer software	7,779	7,354	7,779	6,835
Leasehold improvements	8,888	1,375	4,231	719
Medical equipment	61,357	38,704	58,608	33,385
Office equipment	30,412	19,171	30,412	16,361
	<u>\$ 128,795</u>	<u>\$ 86,358</u>	<u>\$ 121,389</u>	<u>\$ 76,314</u>
Net book value		<u>\$ 42,437</u>		<u>\$ 45,075</u>

During the year, the Clinic purchased capital assets in the amount of \$7,406 (2015 - \$1,875) using funding provided by the Ministry of Health and Long-term Care.

4. Due to North Simcoe Muskoka Local Health Integration Network

The Clinic has received funds from the North Simcoe Muskoka LHIN for their participation in the Ontario Telemedicine Network program. As at March 31, 2016, the Clinic has surplus funds for this program. Under the terms of the funding agreement, any funds not spent by March 31, of each funding year is subject to recovery by the North Simcoe Muskoka Local Health Integration Network (LHIN). Accordingly, the surplus funding has been included as a current liability.

5. Deferred Revenue - Ministry of Health and Long-Term Care

The Clinic has received funds from the Ministry of Health and Long-Term Care based on projected costs. As at March 31, 2016, the Clinic has surplus funds that have not yet been spent. Therefore, the surplus grant monies have been reflected as deferred revenue to be used in the next fiscal year.

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

6. Deferred Contributions Related to Capital Assets

Deferred contributions represent the unamortized amount of grants and donations received to be used in the purchase of capital assets. The amortization of these contributions is recorded as revenue in the statement of operations.

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 45,075	\$ 56,155
Grant received from Ministry of Health and Long-Term Care for purchase of capital assets	7,406	1,875
Amounts amortized to revenue	<u>(10,044)</u>	<u>(12,955)</u>
Balance, end of year	<u>\$ 42,437</u>	<u>\$ 45,075</u>

7. Commitments

The Clinic is committed to annual operating lease payments on its premise under an agreement expiring March 31, 2017. The minimum monthly lease payments excluding HST are \$6,142.

In addition, the Clinic is committed to an annual service contract relating to its EMR system expiring March 31, 2017. The annual fee excluding HST is \$11,668.

The minimum annual lease payment excluding HST for the next fiscal year is \$85,368.

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

8. Contingency

The Clinic receives funding from the Ministry of Health and Long-Term Care, and is economically dependent upon them. The amount of funding provided to the Clinic is subject to final review and approval by the Ministry. As at the date of these financial statements, funding for 2013 has not been subject to this review process. The financial statements, funding for the 2014 and 2015 are currently in review process, although no assessment has been made. Any future adjustments required as a result of these reviews will be accounted for in the fiscal period the assessment was completed as an adjustment to the excess of revenues over expenses for the year on the Statement of Operations and Changes in General Fund Balance.

During the fiscal year, the Clinic was assessed in regards to their 2011 funding. As a result, the Ministry of Health and Long-Term Care has requested the funds be remitted, but the Clinic is holding onto the funds until their budget situation is addressed by the Ministry. The amount of funds being requested is \$135,726 and the Clinic has deferred \$125,003 for this year.

During the fiscal year, the Clinic was assessed in regards to their 2010 and 2012 funding. The results of the assessments required the Clinic to submit an additional amount of \$2,311 for the 2010 fiscal year and \$11,158 for the 2012 fiscal year, for a total of \$13,469 which was expensed on the Statement of Operations and Changes in General Fund Balance.

9. Retirement Savings Plan

The Clinic is responsible for matching the basic registered retirement savings plan contributions of participating full time employees up to 3% of the employees' payroll earnings to a maximum of \$3,000 per calendar year. The amounts are contributed each pay period. Participation in this plan is optional for employees.

The total cost recognized for the Clinic's defined contribution plan is as follows:

	2016	2015
Current service cost	\$ 20,513	\$ 21,371

Georgian Nurse Practitioner-Led Clinic Notes to the Financial Statements

March 31, 2016

10. Financial Instrument Risk

Credit Risk

The Clinic is exposed to credit risk since the Clinic's cash deposits in one financial institution are in excess of the amount insured by agencies of the federal government in the amounts of \$100,000 at March 31, 2016 (2015 - \$100,000).

Liquidity Risk

Liquidity risk is the risk that the company encounters difficulty in meeting its obligations associated with financial liabilities. Liquidity risk includes the risk that, as a result of operational liquidity requirements, the company will not have sufficient funds to settle a transaction on the due date; will be forced to sell financial assets at a value, which is less than what they are worth; or may be unable to settle or recover a financial asset. Liquidity risk exists in the event that the Ministry of Health and Long-Term Care assessed all outstanding funding periods and required repayment of all surplus funds.

Section 6

Georgian Nurse Practitioner-Led Clinic Board List

**GEORGIAN NURSE PRACTITIONER-LED CLINIC
BOARD OF DIRECTORS 2016-2017**

NAME	POSITION	Professional Title	E-mail	Phone Number
Catherine Jones	Chair	Nurse Practitioner	cjones@bcfht.ca	705.737.7536
Alicia Sedgwick	Vice Chair	Nurse Practitioner	Alicia.Sedgwick@GeorgianCollege.ca	705.728.1968 Ext 5411
Corry Van Nispen	Treasurer	Chartered Accountant	cvannispen@rogers.com	705.795.4348
Emily Greb	Secretary	Nurse Practitioner	e.greb@cfht.ca	
Kimberley Townes	Director	Director Human Resources	TownesK@rvh.on.ca	705.728.9090 Ext. 42318
Brian Muscast	Director	Associate VP and Dean of Students	Brian.Muscat@GeorgianCollege.ca	705.728.1968 Ext 1400
Melody van Andel	Director	Nurse Practitioner	melody.vanandel@bchc.ca	
Sonya Mah	Director	Nurse Practitioner	sonyamah@rogers.com	
Brian Jeffs	Director	Chartered Accountant	bjeffs@scdsb.on.ca	705.734.6363 Ext 11259

GNPLC Employees

Kevin Linnen	Clinic Director		kevin.linnen@georgiannplc.ca	705.722.1581 Ext 1904
Aimee Moore	Admin Lead		aimee.moore@georgiannplc.ca	705.722.1581 Ext 1097

Section 7

Georgian Nurse Practitioner-Led Clinic Board Governance and Policies Forms to be completed

Section 7

Board of Governance and Policies

- Statement of the Roles and Responsibilities of the Board
- Board Code of Conduct
- Board Discussion Paper; Strengthening Board Governance
- BOD-001 BOD Roles & Responsibilities
- BOD-002 Board Conflict of Interest
- BOD-003 Board Confidentiality
- BOD-005 Attendance
- Tips for New Board Members
- Board of Directors Nomination Form
- Terms of Reference for committees

Georgian Nurse Practitioner-Led Clinic Statement of the Roles & Responsibilities of the Board

Purpose

To ensure that the board has a shared understanding of its governance role, the board has adopted this Statement of the Roles & Responsibilities of the Board.

Responsibility of the Board

- The board is responsible for the overall governance of the affairs of the corporation.
- Each director is responsible to act honestly, in good faith and in the best interests of the corporation and, in doing so, to support the corporation in fulfilling its mission and discharging its accountabilities.

Strategic Planning and Mission, Vision and Values

- The board participates in the formulation and adoption of the organization's mission, vision and values.
- The board ensures that the organization develops and adopts a strategic plan that is consistent with its mission and values, and which will enable the organization to realize its vision. The board participates in the development and ultimately approves the strategic plan.
- The board oversees operations for consistency with the strategic plan and strategic directions.
- The board receives regular briefings or progress reports on implementation of strategic directions and initiatives.
- The board ensures that its decisions are consistent with the strategic plan and the mission, vision and values
- The board annually conducts a review of the strategic plan as part of a regular annual planning cycle.

Quality and Performance Measurement and Monitoring

The board is responsible for establishing a process and a schedule for monitoring and assessing performance in areas of board responsibility including:

- Fulfillment of the strategic directions in a manner consistent with the mission, vision and values.
- Oversight of management performance.
- Quality of operations and services.
- Financial conditions
- External relations
- Board's own effectiveness
- The board ensures that management has identified appropriate measures of performance.

- The board monitors organizational and board performance against board-approved performance standards and indicators.
- The board ensures that management has plans in place to address variances from performance standards indicators and the board oversees implementation of remediation plans.

Financial Oversight

- The board is responsible for stewardship of financial resources including ensuring availability of, and overseeing allocation of, financial resources.
- The board approves policies for financial planning, and approves the annual operating and capital budget.
- The board monitors financial performance against budget.
- The board approves investment policies and monitors compliance.
- The board ensures the accuracy of financial information through oversight of management and approval of annual audited financial statements
- The board ensures management has put measures in place to ensure the integrity of internal controls.

Risk Identification and Oversight

- The board is responsible to be knowledgeable about risks inherent in the organization's operations and ensure that appropriate risk analysis is performed as part of board decision making.
- The board oversees management's risk management program.
- The board ensures that appropriate programs and processes are in place to protect against risk.
- The board is responsible for identifying unusual risks to the organization and for ensuring that there are plans in place to prevent and manage such risks.

Oversight of Management including Selection, Supervision and Succession Planning for the Executive Director and Medical Director

The board recruits and supervises Clinical Director/Nurse Practitioner Lead:

- Developing and approving the Clinical Director/Nurse Practitioner Lead job descriptions.
- Undertaking an Clinical Director/Nurse Practitioner Lead recruitment process and selecting the Clinical Director/Nurse Practitioner Lead.
- Reviewing and approving the Clinical Director/Nurse Practitioner Lead's annual performance goals.
- Reviewing Clinical Director/Nurse Practitioner Lead performance and determining Clinical Director/Nurse Practitioner Lead compensation.
- Ensuring succession planning is in place for the Clinical Director/Nurse Practitioner Lead and senior management.
- Exercising oversight of the Clinical Director/Nurse Practitioner Lead's supervision of senior management as part of the Clinical Director/Nurse Practitioner Lead's annual review.

Stakeholder Communication and Accountability

- The board identifies the organization’s stakeholders and understands stakeholder accountability
- The board ensures the organization appropriately communicates with stakeholders in a manner consistent with accountability to stakeholders.
- The board contributes to the maintenance of strong stakeholder relationships.
- The board performs advocacy on behalf of the organization with stakeholders where required in support of the mission, vision and values, and strategic directions of the organization.

Governance

- The board is responsible for the quality of its own governance.
- The board establishes governance structures to facilitate the performance of the board’s role and to enhance individual director performance.
- The board is responsible for the recruitment of a skilled, experience and qualified board.
- The board ensures ongoing board training and education
- The board assesses and reviews its governance through periodic evaluation of the board
- The board assesses and reviews its governance through periodic evaluation of the board structure. This includes board recruitment processes and board composition and size, number of committees and their Terms of Reference, processes for appointment of committee chairs, processes for appointment of board officers and other governance processes and structures.

Legal Compliance

The board ensures that appropriate processes are in place to ensure compliance with legal requirements.

Amendment

This statement may be amended by the board.

Approval Date: _____

Last Review Date: _____

GEORGIAN NURSE PRACTITIONER LED CLINIC

Board Code of Conduct

Purpose

The corporation is committed to ensuring that in all aspects of its affairs it maintains the highest standards of public trust and integrity.

Application

This Code of Conduct applies to all directors, including ex-office directors and no-board members of board committee. Directors are also required to comply with the corporations' policy on Ethics and Standards of Business Conduct which applies to employees.

Directors' Duties

All Directors stand in a Fiduciary relationship to the corporation. As fiduciaries, directors must act honestly, on good faith, and in the best interest of the corporation.

Directors will be held to strict standards of honesty, integrity and loyalty. A director shall not put personal interests ahead of the best interest of the corporation.

Directors must avoid situations where their personal interests will conflict with their duties to the corporation. Directors must also avoid situations where their duties to the corporation may conflict with duties owed elsewhere.

In addition, all directors must respect the confidentiality of information about the corporation.

Best Interests of the Corporation

Directors must act solely in the best interests of the corporation. All directors, including ex-officio directors, are held to the same duties and standard of care. Directors who are nominees of a particular group must act in the best interests of the corporation, even if this conflicts with the interests of the nominating party.

It is recognized that the role of director may include representing the organization in the community. However, such representations must be respectful of and consistent with the director's duty of confidentiality. In addition, the chair is the only official spokesperson for the board. Every director, officer and employee of the corporation shall respect the confidentiality of information about the organization where that information is received in a meeting of the board of a committee or is otherwise provided to or obtained by the director.

A director is in breach of his or her duties with respect to confidentiality when information is used or disclosed for purposes other than those of the organization corporation.

Board Spokesperson

The board has adopted a policy with respect to designating a spokesperson on behalf of the board. Only the chair or designate may speak on behalf of the board. The ED or designate may speak on behalf of the organization.

No director shall speak or make representations on behalf of the board unless authorized by the chair or the board. When so authorized, the board member's representations must be consistent with accepted positions and policies of the board.

Media Contact and Public Discussion

News media contact and responses and public discussion of the corporations' affairs should only be made through the board's authorized spokesperson. Any director who is questioned by news reporters or other media representatives should refer such individuals to the appropriate representative of the corporation.

Respectful Conduct.

It is recognized that directors bring to the board diverse background, skills and experience. Directors will not always agree with one another on all issues. All debates shall take place in an atmosphere of mutual respect and courtesy.

The authority of the chair must be respected by all directors.

Corporate Obedience – Board Solidarity

Directors acknowledge that properly authorized board actions must be supported by all directors. The board speaks with one voice. Those directors who have abstained or voted against a motion must adhere to and support the decision of a majority of the directors

Obtaining Advice of Counsel

Request to obtain outside opinions or advice regarding matters before the board may be made through the chair.

Amendment

Board of Directors approval

Approval Date:

Last Review Date:

Georgian Nurse Practitioner-Led Clinic Board Discussion Paper Strengthening Board Governance

1. Articulate the Governance Model

There is no one-size fits-all governance model or framework that can be imported from elsewhere and applied successfully to the organization. A more useful approach is to build your governance framework around your mission, and to make sure it is well-suited to your organization's size, culture, people, traditions and history.

2. Have a Clear, Up-to-date Mission Statement

That means the first step is to put together a brief, inspiring, distinctive statement that is neither too broad nor too specific, one that explains why the organization exists. It can be tricky for board members to agree on a clear statement, but this is vital in putting together a strong governance framework.

3. Have a Clear, Up-to-date Vision Statement

While a mission statement explains why the organization exists, a vision statement outlines where the organization wants to be. This can help guide the board as it selects new members and considers budgetary implications, for example.

4. Get the Right People Around the Board Table

Boards are only as good as the people who sit on them. Identifying and attracting members interested in serving as potential Directors of the board is an ongoing process, one that will certainly involve much of the Chair's time, and the interest and support of other board members as well, including a Nominations Committee. It is important to look for new directors with strategically relevant experience. A good place to start is by tying the priorities in your strategic plan to the discussion of what traits and skills you will need on your board. Also, new board members' knowledge and skills should complement those of the CEO and top management, as well as those of existing board members, to provide a richer consideration and resolution of strategic issues. Other things to look for in new directors include their communications style, their personality and whether they actually have time to serve.

5. Have a Fair, Transparent and Appropriate Nominations Process

Using a calendar that lists key dates and responsibilities can help you keep on track with your nominations process. For example, if your Annual General Meeting where board members are elected is held every summer, your Nominations Committee or a task force of the board may want to begin putting together a slate of nominees in the late fall so that the board can review the list in the winter. This leaves the Nominations Committee time to follow up with potential candidates to secure their interest and availability, and also allows sufficient time for voting members to receive the information prior to the AGM. Another helpful tip for recruiting board or committee members is to create a form on your website asking members for feedback if they are interested in serving on the board or on committees.

6. New Board Member Orientation

An important task for any organization is to educate new members and equip them to become productive, knowledgeable contributors within a short time of joining the organization. A thoughtful, deliberate orientation process creates a good impression, and signals the professionalism and seriousness with which the organization approaches its work. The creation of such a process ultimately saves time and avoids frustration for all concerned. Responsibility for the details and strategy of recruitment and orientation will normally reside with those board members charged with nomination responsibilities

7. Have Clearly Defined Roles and Responsibilities

It's important to have clarity around what everyone's job is and what expectations are. Clear position descriptions for your CEO or Executive Director, Chair, Vice Chair and board members can help. Make sure to include information about term, selection and key responsibilities.

8. Know Your Duties...And Your Liabilities as Board Members

Board members of non-profit corporations have a variety of duties and liabilities and it is important for directors to understand them. Directors are required to exercise their power with competence and diligence in the best interests of the organization. They owe what is called a "fiduciary duty" to the organization. It is "fiduciary" because of the obligation to act in the best interests of the non-profit, at its core, is an obligation of loyalty, honesty and good faith.

9. Have a Policy on Conflict of Interest

Board members are likely to be affiliated with many organizations and businesses, both on a professional and personal basis, so it is not unusual for actual or potential conflict(s) of interest to arise. Such conflicts, whether real or perceived, can serve to undermine public trust and many constitute a breach of Board members' fiduciary duties. It is therefore important for the Board to discuss and then set out on paper (a) what conflict of interest means and (b) what board members should do if they perceive a potential conflict of interest. Beyond having a written policy, it is also necessary to periodically refresh board members on the policy through discussion.

10. Be as Prepared as Possible for a Crisis

Having a sound governance framework always helps organization to weather crises. Clear roles and responsibilities and strong financial and organizational stewardship can make a huge difference. Many organizations find it helpful to have an emergency communications plan or strategy, and to identify spokespeople and key messages long before they are required.

11. Consider Measuring your Board Performance

Both individual directors and boards as a whole struggle with how to answer the question: “how do we know if we are doing a good job?” It can be useful for boards to regularly evaluate their performance as this process can help board members to better understand their role, and can provide valuable information on the board’s weaknesses and strengths. For example, a performance assessment can help shed light on whether a board has the right talent around the table.

Proposed Items to be addresses in

- 1. Articulate the Governance Model
- 2. Have a Clear, Up-to-date Mission Statement
- 3. Have a Clear, Up-to-date Vision Statement
- 5. Have a Fair, Transparent and Appropriate Nominations Process
- 6. New Board Member Orientation
- 9. Have a Policy on Conflict of Interest

Proposed Items to be addressed in

- 4. Get the Right People Around the Board Table
- 7. Have Clearly Defined Roles and Responsibilities
- 8. Know your Duties....And your Liabilities as Board Members
- 10. Be as Prepared as Possible for a Crisis
- 11. Consider Measuring your Board Performance

GEORGIAN NURSE PRACTITIONER-LED CLINIC

Effective Date: October 13, 2010

Responsible Department: Board of Directors

Reviewed: January 21, 2013, November 18, 2013, March 23, 2015

Policy Number: BOD-001

Board of Directors Roles and Responsibilities

PURPOSE: The purpose of this policy is to provide guidance to the Georgian Nurse Practitioner-Led Clinic (GNPLC) Board of Directors as to their roles and responsibilities as a member of the Board.

INTRODUCTION: Board members and employees need to have a strong, common understanding of the roles and responsibilities needed in the governance of the Georgian Nurse Practitioner-Led Clinic.

Fiduciary Duties

Each director is responsible to act honestly, in good faith and in the best interests of the corporation and in so doing, to support the corporation in fulfilling its mission and discharging its accountabilities.

A director shall apply the level of skill and judgment that may reasonably be expected of a person with his or her knowledge and experience. Directors with special skill and knowledge are expected to apply that skill and knowledge to matters that come before the Board.

Accountability

A director's fiduciary duties are owed to the corporation. The director is not solely accountable to any special group or interest and shall act and make decisions that are in the best interest of the corporation, as a whole. A director shall be knowledgeable of the stakeholders to whom the corporation is accountable and shall appropriately take into account the interests of such stakeholders when making decisions as a director, but shall not prefer the interests of any one group if to do so would not be in the interests of the corporation.

Education

A director shall be knowledgeable about:

- The activities in the organization;
- The organization's stakeholders;
- The industry environment generally;
- The duties and expectations of a director;
- The Board's governance role;

- The Board’s governance structure and processes;
- Board adopted governance policies; and
- Organization policies applicable to Board members.

A director will participate in a Board orientation session, orientation to committees, Board retreats and Board education sessions. A director should attend additional appropriate educational conferences in accordance with Board approved policies.

Board Policies and Corporate Policies

A director shall be knowledgeable of and comply with the Board and organization policies that are applicable to the Board including:

- Confidentiality Policy Conflict of Interest & Breaches of Duty Policy;
- .Board & Committee Meeting Attendance Policy

Teamwork

A director shall develop and maintain sound relations and work co-operatively and respectfully with the Board Chair, members of the Board and senior management.

Community Representation and Support

A director shall represent the Board and the organization in the community when asked to do so by the Board Chair

Time and Commitment

A director is expected to commit the time required to perform Board and committee duties. The Board meets approximately six times per year and a director is expected to adhere to the Board’s attendance policy that requires attending at least 75% percent of Board meetings. A director is expected to serve on at least one ad hoc or standing committee. Committees generally meet quarterly.

Contribution to Governance

Directors are expected to make a contribution to the governance role of the Board through:

- Reading materials in advance of meetings and coming prepared to contribute to discussions;
- Offering constructive contributions to Board and committee discussions;
- Contributing his or her special expertise and skill;
- Respecting the views of other members of the Board;
- Voicing conflicting opinions during Board and committee meetings but respecting the decision of the majority even when the director does not agree with it;
- Respecting the role of the Chair; and
- Respecting the role and Terms of Reference of Board committees.

RELATED RESOURCES:

APPENDICES: Not Applicable

GEORGIAN NURSE PRACTITIONER-LED CLINIC

Effective Date: October 13, 2010

Responsible Department: Board of Directors

Reviewed: January 21, 2013, November 18, 2013, March 23, 2015

Policy Number: BOD-002

Board Conflict of Interest & Breaches of Duty Policy

PURPOSE: All directors have a duty to ensure that the trust, confidence and integrity of the decision-making process of the Board are maintained by ensuring that they and other members of the Board are free from conflict or potential conflict in their decision making. It is important that all directors understand their obligations when a conflict of interest or potential conflicting interest arises.

INTRODUCTION: The Board of Directors shall avoid situations in which they may be in a position of conflict of interest. The by-laws contain provisions with respect to conflict of interest that must be strictly adhered to. In addition to the by-laws, the process set out in this policy shall be followed when a conflict or potential conflict arises.

Description of Conflict of Interest:

The situations in which potential conflict of interest may arise cannot be exhaustively set out. Conflicts generally arise in the following situations:

Interest of a Relative

When the corporation conducts business with suppliers of goods or services or any other party of which a relative or member of the household of a director is principal, officer or representative.

Gifts

When a director or a member of the director's household or any person or entity designated by the director, accepts gifts, payments, services or anything else or more than a token or nominal value from a party with whom the corporation may transact business (including a supplier of goods or services) for the purposes or that may be perceived to be for the purposes of influencing an act or decision of the Board.

Acting for an Improper Purpose

When directors exercise their powers motivated by self-interest or other improper purposes. Directors must act solely in the best interest of the corporation. Directors who are nominees of a particular group must act in the best interest of the corporation even if this conflicts with

the interests of the nominating party.

Appropriating of Corporate Opportunity

When a director diverts to his or her own use an opportunity or advantage that belongs to the Corporation.

Duty to Disclose Information of Value to the Corporation

When directors fail to disclose information that is relevant to a vital aspect of the corporation's affairs.

Process for Resolution of Conflicts and Addressing Breaches of Duty

Disclosure of Conflicts

A director who is in a position of conflict or potential conflict shall immediately disclose such conflict to the Board by notification to the Chair or Vice Chair of the Board. The disclosure shall be sufficient to disclose the nature and extent of the director's interest. Disclosure shall be made at the earliest possible time and prior to any discussion and vote on the matter.

Abstain from Discussions

The director shall not present during the discussion of the matter in which he or she has a conflict and shall not attempt in any way to influence the voting.

All directors shall comply with the requirements of the by-laws. It is acknowledged that not all conflicts or potential conflicts may be satisfactorily resolved by strict compliance with the by-laws. There may be cases where the perception of a conflict of interest or breach of duty may be harmful to the corporation notwithstanding that there has been compliance with the by-laws.

A Director may be referred to the process outlined below in any of the following circumstances:

Circumstances for Resolution

- Where any director believes that he/she or another director has breached his or her duties to the corporation; is in a position where there is a potential breach of duty to the corporation; is in a position of actual or potential conflict of interest; or, has behaved or is likely to behave in a manner that is not consistent with the highest standards of public trust and integrity and such behaviour may have an adverse impact on the corporation.

Process for Resolution

- The matter shall be referred to the following process: Refer matter to the Chair or where the issue may involve the Chair, to the Vice Chair.

(i) attempt to resolve the matter informally, or

(ii) refer the matter to an ad-hoc sub-committee of the Board established by the Chair which sub-committee shall report to the Board. If the matter cannot be informally resolved to the

satisfaction of the Chair (or Vice Chair as the case may be), the director referring the matter and the director involved then the Chair shall refer the matter to the process in (b)(ii) above.

It is recognized that if a conflict, or other matter referred cannot be resolved to the satisfaction of the Board (by simple majority resolution) or if a breach of duty has occurred, a director may be asked to resign or may be subject to removal pursuant to the by-laws.

Amendment

This policy may be amended by the Board.

RELATED RESOURCES:

APPENDICES: Not Applicable

Last Review Date: January 21, 2013

GEORGIAN NURSE PRACTITIONER-LED CLINIC

Effective Date: October 13, 2010

Responsible Department: Board of Directors

Reviewed: January 21, 2013, November 18, 2013, March 23, 2015

Policy Number: BOD-003

Board Confidentiality Policy

PURPOSE: To ensure that confidential Board matters are not disclosed until disclosure is authorized by the Board Chair.

SCOPE: Board Members and non-Board committee members of the Georgian Nurse Practitioner-Led Clinic.

INTRODUCTION: The Board of Directors owe to the corporation a duty of confidence not to disclose or discuss with another person or entity, or to use for their own purpose, confidential information concerning the business and affairs of the corporation received in their capacity as directors unless otherwise authorized by the Board. Every director shall ensure that a statement not authorized by the Board is not made by him or her to the press or public.

Confidential Matters

- All matters that are the subject of “in camera” sessions of the Board are confidential.
- All matters that are before a committee or working group of the Board are confidential unless they have been determined not to be confidential by the Chair of the relevant committee or working group.
- All matters that are the subject of a session of the Board that is open to the public are not confidential.

Maintaining Minutes for “In-Camera” Session

- Minutes of “in camera” sessions of the Board shall be recorded by the Administrative Lead or if the Administrative Lead is not present, by a designate of the Chair.
- All minutes of “in camera” sessions of the Board shall be marked confidential and shall be handled in a secure manner.
- All minutes of meetings of committees and working groups shall be marked confidential and shall be handled in a secure manner.

Public/Media Statements

- Notwithstanding that information disclosed or matters dealt with in a session of the Board that was open to the public are not confidential, no director shall make any statement to the press or public in his or her capacity as a director unless such statement has been authorized by the Board.

Amendment

This policy may be amended by the Board.

Last Review Date: January 21, 2013

RELATED RESOURCES: N/A

APPENDICES: N/A

GEORGIAN NURSE PRACTITIONER-LED CLINIC

Effective Date: September 28, 2011

Responsible Department: Board of Directors

Reviewed: January 21, 2013, November 18, 2013, March 23, 2015

Policy Number: BOD-005

Board and Committee Meeting Attendance Policy

PURPOSE: To ensure that board and committee members contribute their expertise and judgment to the business and affairs of the corporation by attending and participating in board and committee meetings.

INTRODUCTION: Board members and committee members are expected to attend all board meetings and all meetings of the committees to which they are assigned.

It is recognized that directors and committee members may be unable to attend some meetings due to conflicts with other commitments or other unforeseen circumstances. An attendance rate of at least 75% is acceptable. Attendance may include participating via teleconferencing or telephone. In the event that a board member would like to use an alternate method to attend a meeting, contact the Administrative Lead to make appropriate arrangements within 1 (one) hour of the meeting time.

PROCEDURES: Where a director or committee member fails to attend 75% of the meetings of the board or of a committee in a 12-month period, or is absent for three consecutive meetings, the chair shall discuss the reasons for the absences with the member and may ask the individual to resign.

A member's record of attendance shall be considered with respect to renewal of a board term or future assignment to a committee.

Where the board or committee member is an *ex-officio* member of the board, the chair may discuss the member's attendance with the organization the member is affiliated with, and such organization may be requested to remove the member and appoint a new *ex-officio* member to the board.

The chair shall, in the chair's solo discretion, determine if a board or committee member's absences are excusable and may grant a board or committee member a limited period of time to rearrange their schedule so that there are no conflicts with regularly scheduled board or committee meetings.

RELATED RESOURCES:

“Guide to good governance Not-For-Profit and Charitable Organizations”

APPENDICES: Not Applicable

TIPS FOR NEW BOARD MEMBERS

1. **Be a knowledgeable director.** Your responsibility for learning is ongoing.
 - Participate in the board orientation session
 - Acquire a “resources” binder that you can add to from time to time
 - Ensure that you understand your fiduciary duties and the standard of care that is expected of you.
 - Have a good general knowledge of the legal framework within which your corporation operates
 - Acquire information about your corporation. This can be done by acquiring and reviewing the following documents:
 - **Annual Reports**
 - **Internal and/or External Reviews, Reports or Newsletters**
 - **Organizational Charts**
 - **Strategic Plan**
 - **Mission, Vision, and Value Statements**
 - **Accountability Statement (if one has been developed)**
 - Acquire a good working knowledge of issues that have faced the board-consider reviewing last year’s board minutes.
 - Request orientation to the committee to which you are assigned. Review committee minutes for the last year if you are new to the committee.
 - Be aware of the general industry environment (note articles of relevance to your corporation).
2. **Understand the rules that govern the corporation and their order of precedence:**
 - Legislation (Special Act, Corporations Act [Ontario] or Canada Corporations Act).
 - Letters Patent
 - By-Laws
 - Board Structures (Committee structures, officers and their roles)
 - Governance policies:
 - **Conflict of Interest**
 - **Board Code of Conduct**
 - **Confidentiality**
 - **Whistleblower**
 - **Gift policies**

- **Open board meeting policies**
- **Meetings without management policies**
- **Expense reimbursement policies**
 - Rules of Order
 - Corporate Policies and Practices

3. Ensure that your behavior contributes to effective governance:

- Understand and adhere to rules of fiduciary conduct.
- Ensure that you have reviewed all of the board's policies that support board behavior.
- Understand how the board governance structures contribute to effective governance and respect those processes.
- Understand, respect and support the role of the board chair and CEO or executive director.
- Work to develop a good understanding of the distinction between management and governance and appropriately maintain your "governance" role.

4. Maintain a commitment to continuous improvement:

- Take responsibility for ongoing self education.
- Attend appropriate educational conferences that will provide further knowledge and skills to support you in your role.
- Be self-critical and monitor your contribution to the board.
- Ask another board member to give you constructive feedback on your board participation.
- Develop a relationship with the board chair and use that as an opportunity to develop your personal skills and to find a way to effectively contribute to the board.
- Acknowledge your obligation to continue to contribute.
- Consider the rules you would like to perform that would allow you to contribute your skills and expertise and develop a list of things you should do to perform those roles.

5. Participate Constructively:

- Recognize the importance of meetings. The board is a collective and only comes together when it meets.
- Properly prepare for meetings. Ensure that you are receiving relevant materials sufficiently in advance of meetings.
- Understand how you may add items to the agenda
- Consider the board's annual work plan and ensure that you are properly prepared for each meeting.
- Participate actively in board discussions.
- Ensure that your views are clearly and gully communicated.
- Have an open mind to the views of others.

- Be prepared to change your position once you have heard the views of others expressed.
- Understand the process of consensus decision-making and your duty to accept the will of the majority,
- Where you feel strongly about an issue consider having your dissent recorded in the minutes.
- Understand how external (legal/accounting) advice is provided to the board.
- Carefully review minutes to ensure that they accurately reflect the matters that were discussed. The minutes should contain an overview of the factors that the board has considered.
- Find an informal mentor to help you understand both board processes and the corporation's industry context
- Ask questions before board meetings and in committee meetings and not just at the board table.
- Recognize that past practices or precedents may be of assistance in ensuring constructive participation.
- For major processes (strategic planning, services review, CEO recruitment, redevelopment) ask about the process to be used and opportunities for orientation and input.
- Understand the indicators the organization uses to monitor performance.
- Identify opportunities for advanced education session-see if others are interested in a brainstorming board session:
 - **Avoid raising your concerns at the end of the process**
 - **Try to anticipate your issues in advance and raise them prior to the meeting so they can be effectively managed during the discussion.**
- Be clear about why items are before the board. Ask these questions:
 - **What is wanted of us?**
 - **What is expected or should be expected of the board?**
 - **What information do I need to deal with items?**
- Never be shy about asking how the items affect or may affect the object/mission/values or strategic directions of the organization.

"DON'T BE AFRAID TO ASK ALL YOUR QUESTIONS"

"AVOID PARKING LOT CONVERSATIONS"

"RAISE YOUR CONCERNS BEFORE THE MEETING HAS CONCLUDED"¹

¹ Corbett, Anne and Mackay, James. Guide to Good Governance Not-for-Profit and Charitable Organizations. Ontario Hospital Association, 2009.

Board of Directors Nomination Form

This form can be used by anyone to nominate individuals to serve on the Georgian Nurse Practitioner Led Clinic Board of Directors. Please return the completed form to the Aimee Moore Administrative Lead-Georgian Nurse Practitioner Led-Clinic at aimee.moore@georgiannplc.ca

NOMINEE: _____
Employer and Title: _____
Address: _____
City: _____ ON: _____ PC: _____
Phone: (W)(_____) _____ (H)(_____) _____
Recommendation for: Board Committee: Board
Describe skills and talents of the nominee:

Certified General Accountant

Extensive business and administrative experience

To your knowledge, what access to resources does this nominee possess?

Why are you recommending this person?

Nominator: _____ Date: _____

GEORGIAN NURSE PRACTITIONER-LED CLINIC QUALITY COMMITTEE TERMS OF REFERENCE

Purpose:

- To ensure excellence in patient care by providing advice and guidance to the Board of Directors.
- To assist the Board in ensuring the continuing high quality of patient-centered care and equitable access to health services and
- To provide oversight and involvement in annual Quality Improvement Plan (QIP)

Objectives:

- To monitor and report to the Board on quality issues and on the overall quality of services provided in the health care organization, with reference to appropriate data and QIP.
- To consider and make recommendations to the Board regarding quality improvements initiatives and policies, including review of all major adjustments to any programs to determine impact on the quality of care and access.
- To receive and consider recommendations from the CD/NPL (or clinical working group) regarding systemic or recurring quality of care issues.
- To receive reports and monitor patient safety, risk, quality and satisfaction data and to make recommendations as necessary.

Education:

- To understand best practices in quality and patient safety
- To understand legislative requirements in quality and patient safety

Membership: (to be appointed by the Board Chair)

- Minimum three (3) elected directors, of which two (2) will be a Nurse Practitioners.
- Clinic Director/ Nurse Practitioner Lead
- Chair of the Board (ex-officio)

Voting Members of the Quality Committee include:

- Chair of the Quality Committee
- Board Member(s)
- Chair of the GNPLC Board of Directors
- Clinic Director/Nurse Practitioner Lead

Frequency:

Meetings to be held quarterly or as called by the Committee Chair

Quorum:

50% of committee membership of which two (2) must be members of the Board.

Resources/Minutes:

The Administrative Lead or designate will be assigned to the Quality Committee as a resource and committee support.

Accountability:

Accountability for the Quality Committee Meetings will lie with the Clinic Director/Nurse Practitioner Lead.

Reporting:

The Quality Committee will report to the Board of Directors

Review Terms of Reference:

The Terms of Reference will be reviewed every two years and/or on an as needed.

The above Terms of Reference for the Quality Improvement Committee have been agreed to by the Georgian Nurse Practitioner-Led Clinic Board of Directors on May 30, 2016.

Board Chair

Date

GEORGIAN NURSE PRACTITIONER-LED CLINIC TERMS OF REFERENCE FOR FINANCE & AUDIT COMMITTEE

Purpose:

- To ensure financial integrity and stability of the Georgian Nurse Practitioner-Led Clinic (GNPLC)
- Actions of the Finance & Audit Committee are subject to approval by the full Board

Objectives:

The Finance & Audit Committee has the responsibility to:

A. Make recommendations for Board approval and/or deliver reports to the Board in the following areas:

- Annual operating and capital budget
- Annual audited financial statements
- Appointment of auditors
- Policies related to financial management

B. Provide information to the Board on:

- Significant financial planning, management and reporting issues
- Interim financial reports (quarterly)
- Reports from auditors and administration on internal control issues and other matters

C. Serve as the Audit Committee to:

- Review the audit tender process
- Recommend the appointment of an auditing firm to the Board as outlined in A above
- Meet with the external auditors to ensure that:
 - a) The GNPLC has implemented appropriate systems to identify, monitor and mitigate significant business risk.
 - b) The appropriate systems of internal control, which ensure compliance with GNPLC policies and procedures, are in place and operating effectively.
 - c) The GNPLC's annual financial statements are fairly represented in all material respects in accordance with generally accepted accounting principles.

- d) Any matter that the external auditors wish to bring to the attention of the Board has been given adequate attention
- e) The external audit function has been effectively carried out.

Membership & Voting: (to be appointed by the Board)

- Treasurer from the Board of Directors will be the Chair of the Finance Committee
- Chair of the Board of Directors (ex-officio)
- Three additional board members of which two (2) must be NP's
- One representative from the community with expertise in Finance
- Clinic Director (ex-officio)
- Administrative Lead (Resource)

Voting Members of the Finance Committee include:

- Chair of the Finance Committee
- Board Member(s)
- Chair of the GNPLC Board of Directors (if necessary)
- Community Member

Non-Voting Members of the Finance Committee include:

- Clinic Director
- Administrative Lead

Frequency:

Meetings to be held quarterly or as called by the committee Chair.

Quorum:

A majority of the committee members entitled to vote.

Resources/Minutes:

The Administrative Lead will be assigned to the Finance Committee as a resource and committee support

Accountability:

Accountability for the Finance Committee Meetings will lie with the Clinic Director.

Reporting:

The Finance Committee will report to the Board of Directors

Review and Terms of Reference:

The Terms of Reference will be reviewed annually or on an as needed basis.

The above Terms of Reference for the Finance and Audit Committee have been agreed to by the Georgian Nurse Practitioner-Led Clinic Board of Directors on May 30, 2016.

Board Chair

Date

GEORGIAN NURSE PRACTITIONER-LED CLINIC GOVERNANCE COMMITTEE TERMS OF REFERENCE

Purpose:

To coordinate the work of the Board of Directors and to implement best practices in director recruitment, succession planning and governance quality improvement.

Responsibilities:

- Reviews corporate and legal responsibilities of the Board and ensures that these responsibilities are being met through Board and Board committee work
- Recommends terms of reference and composition for committees, in accordance with role in coordinating the work of the Board.
- Creates and revises Board policies for Board approval, obtaining the input of other Board committees where appropriate.
- Creates and revises Administrative policies for Board approval, obtaining the input of other Board committees where appropriate.
- Ensures the Board work is aligned with and supports the clinic's strategic directions.
- Directs and implements a transparent process for director recruitment based on a skills matrix adopted by the Board
- Short list Director Candidates and interviews a selected group
- Recommends to the Board Director candidate(s) for election to fill vacancies on the Board and makes recommendations to the Board as needed for succession planning.
- Directs and evaluates ongoing governance quality improvement plan incorporating a process of Board member evaluation.
- Ensures Board Member orientation, performance, and education.

Education:

- To understand the Georgian Nurse Practitioner Led Clinic's strategic directions and how they relate to governance and board development.
- To understand best practices in governance quality improvement and board development.

Membership & Voting: (to be appointed by the Board)

- Minimum three (3) elected directors, of which one will be a Nurse Practitioner.
- Past Chair
- The Clinical Director/Nurse Practitioner Lead will be a voting member of the committee except when addressing nominations.

Staff Resources:

Administrative Lead

Quorum

Three (3) committee members.

Member Qualifications:

- Commitment and keen interest in governance issues and complementary knowledge and skills
- Availability for expected time commitment of regularly scheduled meetings.

Frequency:

- Minimum four (4) meetings per year

Member Appointment:

- Appointed by the Board Chair

Reporting:

The Governance Committee will report to the Board of Directors

Review and Terms of Reference:

The Terms of Reference will be reviewed annually or on an as needed basis.

The above Terms of Reference for the Governance Committee have been agreed to by the Governance Committee on, May 30, 2016.

Board Chair

Date

Board Chair Role Description

Role of the Chair:

The board Chair is the leader of the board. The board Chair is responsible for:

- Ensuring the integrity and effectiveness of the board's governance role and processes;
- Presiding at meetings of the board and of members;
- Representing the board within the organization and representing the organization to its stakeholders; and
- Maintaining effective relationships with board members, management and stakeholders.

Responsibilities

1. Board Governance

The board Chair ensures the board meets its obligations and fulfills its governance responsibilities. The board Chair oversees the quality of the board's governance processes, including:

- Ensuring that the board performs a governance role that respects and understands the role of management;
- Ensuring that the board adopts an annual work plan that is consistent with the organization's strategic directions, mission and vision;
- Ensuring that the work of the board committees is aligned with the board's role and annual work plan, and that the board respects and understands the role of board committees and does not redo committee work at the board level;
- Ensuring board succession through processes to recruit, select and train directors with the skills, experience, background and personal qualities required for effective board governance;
- Ensuring that the board and individual directors have access to appropriate education;
- Overseeing the board's evaluation processes and providing constructive feedback to individual committee Chairs and board members as required; and
- Ensuring that the board's governance structures and processes are reviewed, evaluated, and revised from time to time.

2. Presiding Officer

The Chair is the presiding officer at board and members' meetings. As the presiding officer at board and members' meetings, the Chair is responsible for:

- Setting agendas for board meetings and ensuring matters dealt with at board meetings appropriately reflect the board's role and annual work plan;
- Ensuring that meetings are conducted according to applicable legislation, the by-laws and the board's governance policies and Rules of Order;
- Facilitating and forwarding the business of the board, including preserving order at board meetings;
- Encouraging input and ensuring that the board hears all sides of a debate or discussion;
- Encouraging all directors to participate and controlling dominant members;
- Facilitating the board in reaching consensus;
- Ensuring relevant information is made available to the board in a timely manner, and that external advisors are available to assist the board as required; and
- Ruling on procedural matters during meetings.

Representation

The Chair is the official spokesperson for the board and represents the Georgian Nurse Practitioner –Led Clinic in the community and to its various stakeholders.

The Chair reports on behalf of the board to members at each annual general meeting.

The Chair represents the board within the organization, attending and participating in events.

The Chair represents the board in dealings with government and regulatory authorities, as required.

Relationships

The board Chair facilitates relationships with, and communication among, board members and between board members and senior management.

The Chair establishes a relationship with individual directors, meeting with each director at least once a year to ensure that each director contributes his/her special skills and expertise effectively.

The Chair provides assistance and advice to committee Chairs to ensure committee Chairs understand board expectations and have the resources that are required for performance of their Terms of Reference.

The Chair maintains a constructive working relationship with the Clinic Director/Nurse Practitioner Lead providing advice and counsel as required.

The Chair works with the Clinic Director/Nurse Practitioner Lead to ensure he/she understands board expectations.

The Chair ensures that the Clinic Director/Nurse Practitioner Lead receives an annual performance review.

Other Duties

The Chair performs such other duties as the board determines from time to time.

Skills and Qualifications

The board Chair will possess the following personal qualities, skills, and experience:

- All of the personal qualifications required of a board member;
- Proven leadership skills;
- Good strategic and facilitation skills, and an ability to influence and achieve consensus;
- The ability to act impartially and without bias;
- Tact and diplomacy;
- Powerful communicator;
- Political acuity;
- Must have the time to continue the legacy of building strong relationships between the organization and stakeholders;
- The ability to establish trusted advisor relationships with CEO and Chief of Staff or Chair of the medical Advisory Committee
- Governance and board level experience in the health care sector; and
- An outstanding record of achievement in one or several areas of skills and experience used to select board members.

Term

The board Chair will serve an initial term of one year, renewable for an additional term of one year, at the discretion of the board.

Amendment

This role description may be amended by the board.

Board Vice- Chair Role Description

Role of the Vice Chair:

The board Vice Chair is responsible for:

- Attending all board meetings
- Carry out special assignments as requested by the board chair
- Understand the responsibilities of the board chair (listed below under responsibilities) and be able to perform these duties in the chairs absence
- Participate as a vital part of the board leadership
- Learns the duties of the Chairperson and keeps informed on key issues
- Works closely as consultant and advisor to the Chairperson
- Chairs at least one major committee
- Acts as a signing officer for cheques and other documents
- Orients the new Vice-Chairperson.

Responsibilities

1. Board Governance

The board Chair ensures the board meets its obligations and fulfills its governance responsibilities. The board Chair oversees the quality of the board's governance processes, including:

- Ensuring that the board performs a governance role that respects and understands the role of management;
- Ensuring that the board adopts an annual work plan that is consistent with the organization's strategic directions, mission and vision;
- Ensuring that the work of the board committees is aligned with the board's role and annual work plan, and that the board respects and understands the role of board committees and does not redo committee work at the board level;
- Ensuring board succession through processes to recruit, select and train directors with the skills, experience, background and personal qualities required for effective board governance;
- Ensuring that the board and individual directors have access to appropriate education;
- Overseeing the board's evaluation processes and providing constructive feedback to individual committee Chairs and board members as required; and

- Ensuring that the board's governance structures and processes are reviewed, evaluated, and revised from time to time.

2. Presiding Officer

The Chair is the presiding officer at board and members' meetings. As the presiding officer at board and members' meetings, the Chair is responsible for:

- Setting agendas for board meetings and ensuring matters dealt with at board meetings appropriately reflect the board's role and annual work plan;
- Ensuring that meetings are conducted according to applicable legislation, the by-laws and the board's governance policies and Rules of Order;
- Facilitating and forwarding the business of the board, including preserving order at board meetings;
- Encouraging input and ensuring that the board hears all sides of a debate or discussion;
- Encouraging all directors to participate and controlling dominant members;
- Facilitating the board in reaching consensus;
- Ensuring relevant information is made available to the board in a timely manner, and that external advisors are available to assist the board as required; and
- Ruling on procedural matters during meetings.

Representation

The Chair is the official spokesperson for the board and represents the hospital in the community and to its various stakeholders.

The Chair reports on behalf of the board to members at each annual general meeting.

The Chair represents the board within the organization, attending and participating in events.

The Chair represents the board in dealings with government and regulatory authorities, as required.

Relationships

The board Chair facilitates relationships with, and communication among, board members and between board members and senior management.

The Chair establishes a relationship with individual directors, meeting with each director at least once a year to ensure that each director contributes his/her special skills and expertise effectively.

The Chair provides assistance and advice to committee Chairs to ensure committee Chairs understand board expectations and have the resources that are required for performance of their Terms of Reference.

The Chair maintains a constructive working relationship with the CEO and Chief of Staff or Chair of the Medical Advisory Committee providing advice and counsel as required.

The Chair works with the CEO and Chief of Staff or Chair of the Medical Advisory committee to ensure he/she understands board expectations.

The Chair ensures that CEO and Chief of Staff or Chair of the Medical Advisory Committee annual performance

Other Duties

The Chair performs such other duties as the board determines from time to time.

Skills and Qualifications

The board Chair will possess the following personal qualities, skills, and experience:

- All of the personal qualifications required of a board member;
- Proven leadership skills;
- Good strategic and facilitation skills, and an ability to influence and achieve consensus;
- The ability to act impartially and without bias;
- Tact and diplomacy;
- Powerful communicator;
- Political acuity;
- Must have the time to continue the legacy of building strong relationships between the organization and stakeholders;
- The ability to establish trusted advisor relationships with CEO and Chief of Staff or Chair of the medical Advisory Committee
- Governance and board level experience in the health care sector; and
- An outstanding record of achievement in one or several areas of skills and experience used to select board members.

Term

The board Chair will serve an initial term of one (two) year(s), renewable for an additional term of one [two] year(s), at the discretion of the board.

Amendment

Position Description-Board of Directors

Role of the Board of Directors

The directors of Georgian Nurse Practitioner Led Clinic (GNPLC) will be committed to ensure that GNPLC achieve standards of excellence in the quality of its governance

Responsibilities

As a member of the board, and in contributing to the collective achievement of the role of the board, the individual director is responsible for the following:

Fiduciary Duties

Each director is responsible to act honestly, in good faith and in the best interests of the clinic, and in so doing, to support the clinic in fulfilling its mission and discharging its accountabilities.

A director shall apply the level of skill and judgment that may reasonably be expected of a person with his or her knowledge and experience. Directors with special skill and knowledge are expected to apply that skill and knowledge to matters that come before the board.

Accountability

A director's fiduciary duties are owed to the corporation. The director is not solely accountable to any special group or interest and shall act and make decisions that are in the best interest of the clinic as a whole. A director shall be knowledgeable of the stakeholders to whom the clinic is accountable and shall appropriately take into account the interests of such stakeholders when making decisions as a director, but shall not prefer the interests of any one group if to do so would not be in the best interests of the clinic.

Education

A director shall be knowledgeable about:

- The operations of the clinic;
- The health care needs of the community served;
- The health care environment generally;
- The duties and expectations of a director;
- The board's governance role;
- The board's governance structure and processes;
- Board-adopted governance policies; and

- Clinic policies applicable to board members.

A director will participate in a board orientation session, orientation to committees, board retreats and board education sessions. A director should attend additional appropriate educational conferences in accordance with board approved policies.

Board Policies and Clinic Policies

A director shall understand and comply with the board and clinic policies that are applicable to the board including:

- The board's Code of Conduct;
- The board's Conflict of Interest Policy;
- The board's Confidentiality Policy;
- The Ethics and Business Conduct Policy of the clinic; and
- Expense Reimbursement and perquisites policies.

Teamwork

A director shall develop and maintain sound relations and work cooperatively and respectfully with the board Chair, members of the board and senior management.

Community Representation and Support

A director shall represent the board and the clinic in the community when asked to do so by the board Chair.

Time and Commitment

A director is expected to commit the time required to perform board and committee duties.

The board meets approximately five times a year and a director is expected to adhere to the board's attendance policy that requires attending at least 75 percent of board meetings.

A director is expected to serve on at least one standing committee. Committees generally meet quarterly.

Contribution to Governance

Directors are expected to make a contribution to the governance role of the board through:

- Reading materials in advance of meetings and coming prepared to contribute to discussions;
- Offering constructive contributions to board and committee discussions;

- Contributing his/her special expertise and skill;
- Respecting the views of other members of the board;
- Voicing conflicting opinions during board and committee meetings but respecting the decision of the majority, even when the director does not agree with it;
- Respecting the role of the Chair;
- Respecting the role and Terms of Reference of board committees; and
- Participating in board evaluations and annual performance reviews.

Continuous Improvement

A director shall commit to be responsible for continuous self-improvement. A director shall receive and act upon the results of board evaluations in a positive and constructive manner.

Term and renewal

A director is elevated for a term of three years and may serve for a maximum of six years. A director's renewal is not automatic and shall depend on the director's performance.

Amendment

This policy may be amended by the board.

Position Description-Secretary

Role of the Secretary

The Secretary is responsible for ensuring that accurate and sufficient documentation exists to meet legal requirements, and to enable authorized persons to determine when, how, and by whom the board's business was conducted.

Responsibilities

In order to fulfill these responsibilities, and subject to the organization's bylaws, the Secretary will be responsible for the following items:

- Attend all Board meetings
- Ensure the proper recording and maintenance of minutes of all meetings of the Corporation, the Board and Committees appointed or authorized by the Board;
- Give, or cause to be given, notice of all meetings of the Corporation, the Board and its Committees;
- Keep a roll of names and addresses of the members of the Board;
- Attend to correspondence of the Board;
- Prepare all reports required under any applicable law or regulation of the Province of Ontario;
- Keep copies of all testamentary documents and trust instruments by which benefits are given to the use of the Corporation;
- At least semi-annually provide an accounting to the Board with respect to all funds held in trust by the Corporation;
- Have custody of all minute books, documents and registers of the Corporation and ensure that the same are maintained as required by the Act and other applicable legislation;
- Perform such other duties as may be required of the Secretary by the Board
- Assume responsibilities of the chair in the absence of the board chair, and vice chair

Continuous Improvement

A Secretary shall commit to be responsible for continuous self-improvement. A Secretary shall receive and act upon the results of board evaluations in a positive and constructive manner.

Term and renewal

A Secretary is elevated for a term of one (1) year, and will be filled through an election process at the Annual General Meeting. The Secretary may only serve for a maximum of two (2) consecutive annual terms in one office; provided however, that following a break in continuous service of at least one (1) year, the same person may be re-elected or re-appointed to the office. Please visit Georgian Nurse Practitioner-Led Clinic By-Law No. 1 section 5.03 for full terms of office and 5.06 for termination of office.

Position Description-Treasurer

Role of the Treasurer

The Treasurer's role is the most important function on the Board, after that of the Chair. Financial accountability is of the utmost importance to non-profit associations. If your funders lose faith in your ability to control and account for finances, they lose faith in the whole organization.

Responsibilities

In order to fulfill these responsibilities, and subject to the organization's bylaws, the Treasurer will be responsible for the following items:

- Attend all Board meetings
- Oversee the management of the finances of the Corporation, and ensure that appropriate reporting mechanisms and control systems as established by the Board are in place, and monitor such mechanisms and systems for compliance;
- Ensure that systems for control for the care and custody of the funds and other financial assets of the Corporation and for making payments for all approved expenses incurred by the Corporation are in place, are functional and adequate, and monitor for compliance with such systems;
- Ensure that appropriate banking resolutions and signing authority policies as established by the Board are in place, regularly reviewed and updated, and monitor for compliance with such resolutions and policies;
- Ensure that systems for control as established by the Board for the maintenance of books of account and accounting records required by the Act are in place, are functional and adequate and monitor for compliance with such resolutions and policies;
- Act as Chair of the Finance Committee;
- Review the financial results and the budget submitted to the Finance Committee by management and submit and recommend to the Board any changes to the budget;
- Review financial reports and financial statements and submit same at meetings of the Board, indicating the financial position of the Corporation;
- Review and submit to the Board, for the approval of the Board, a financial statement for the past year;
- Ensure systems as established by the Board for the preparation and submission to the Board of compliance certificates confirming that wages and source deductions have been accomplished are in place, are functional and adequate and monitor for compliance with such systems;

- Submit quarterly certificates to the Board in respect of the previous quarter evidencing that all wages owing to employees and source deductions relating to the employees that the Corporation is required to deduct and remit to the proper authorities (including *Income Tax Act*, Canada Pension Plan, the *Employment Insurance Act* and the *Employer Health Tax Act*) have been made and remitted to the proper authorities, and that all taxes collected pursuant to the *Excise Tax Act* (GST) and the *Retail Sales Tax Act* (Ontario) have been collected and remitted to the appropriate authorities;
- Where there is concern with respect to any of the above, review the matter with the Clinic Director/Nurse Practitioner Lead and report to the Board the results of those deliberations;
- Perform such other duties as may from time to time be assigned to the Treasurer by the Board.
- Manage, with the finance committee, the board's review of and action related to the board's financial responsibilities
- Orients the new Treasurer

Continuous Improvement

A Treasurer shall commit to be responsible for continuous self-improvement. A Treasurer shall receive and act upon the results of board evaluations in a positive and constructive manner.

Term and renewal

A Treasurer is elevated for a term of one (1) year, and will be filled through an election process at the Annual General Meeting. The Treasurer may only serve for a maximum of two (2) consecutive annual terms in one office; provided however, that following a break in continuous service of at least one (1) year, the same person may be re-elected or re-appointed to the office. Please visit Georgian Nurse Practitioner-Led Clinic By-Law No. 1 section 5.03 for full terms of office and 5.06 for termination of office.

Amendment

This policy may be amended by the board.

Georgian
Nurse Practitioner-Led Clinic

