

ADDENDUM TO AGREEMENT

THIS ADDENDUM is dated the day of , 2006 .

BETWEEN:

HER MAJESTY THE QUEEN in Right of Ontario,
as represented by the Minister of Health and Long-Term Care
(hereinafter referred to as the "Ministry")

AND:

[insert organization name as shown in the NP Funding Agreement

(hereinafter referred to as the "Organization")

Whereas: The parties entered into a Nurse Practitioner Funding Agreement dated **[insert latest date shown on the signing page of the Funding Agreement]** (the "Agreement");

And Whereas: The funded position pursuant the Agreement remains vacant despite the Organization's recruitment efforts and the Ministry wishes to assist the Organization to overcome certain barriers associated with the Organization's ability to recruit a Nurse Practitioner;

And Whereas: The parties wish to add certain terms and conditions to the Agreement in order to enhance Nurse Practitioner recruitment and be bound by such additional terms and conditions as of the Effective Date of this Addendum;

NOW THEREFORE in consideration of the respective covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Ministry and the Organization hereby agree as follows:

Definitions

1. This Addendum includes the definitions of the Agreement and of the following additional words shall have the following meanings:
 - (a) **"GYO NP Budget"** means the Ministry approved reallocation of the Agreement Budget as set out in Schedule "1" herein;
 - (b) **"GYO NP Initiative"** means the Grow Your Own Nurse Practitioner Initiative;

- (c) **“NP”** and **“Nurse Practitioner”** means a registered nurse in the extended class, as defined in the Nursing Act, 1991, S.O. 1991, C. 32, as amended, holding the title of RN(EC);
- (d) **“NP Education Program”** means a CNO approved Ontario Primary Health Care Nurse Practitioner Program;
- (e) **“Proposal”** means the detailed proposal/application submitted by the Organization attached hereto as “Schedule “3””.
- (f) **“Registered Nurse”** and **“RN”** has the same meaning ascribed to it in the Nursing Act, 1991, S.O. 1991, C. 32, as amended;
- (g) **“RN Education Funding”** means all of the funding flowed pursuant to this Addendum by the Organization to the RN for tuition and related education expenses as set out in Schedule 1 herein;
- (h) **“RN Salary Funding”** means the salary and benefits funding flowed pursuant to this Addendum by the Organization to the RN while the RN is enrolled and attending the NP Education Program as set out in Schedule 1 herein.
- (i) **“ROS Agreement”** means the Return of Service Agreement entered into by the RN and the Organization, attached hereto as Schedule “2”;

GYO NP Term

2. Subject to the terms and conditions herein, the effective date of this Addendum shall be the later of the two dates on which each party has signed this Addendum (the "Effective Date") as evidenced by the dates beside their respective signatures and shall end concurrent with the completion of the ROS Agreement (attached hereto as Schedule “2”), or upon the termination of the Agreement, this Addendum or the ROS Agreement.

GYO NP Initiative

3. The Organization has qualified for the Ministry’s GYO NP Initiative and agrees to be bound by the terms and conditions of this Addendum.
4. By agreeing to participate in the GYO NP Initiative, the Organization:
 - (a) has entered into an ROS Agreement with an RN and has provided the Ministry with a copy of the same;
 - (b) shall not make any amendments to the ROS Agreement without the Ministry’s prior written approval;

- (c) shall apply the RN Salary Funding and the RN Education Funding in accordance with the GYO NP Budget while the RN attends an NP Education Program on a **[insert “part” or “full” as applicable]** –time basis;
- (d) shall employ the NP in accordance with the terms and conditions of the Agreement, this Addendum, and the ROS Agreement following the NP’s certification;
- (e) agrees to monitor that the RN continues to be enrolled in the NP Education Program;
- (f) agrees to participate in a Ministry generated 5 year GYO NP evaluation program commencing within 2 years of the Effective Date.

Funding

5. Subject to the terms and conditions herein:

- (a) the Ministry has agreed to the reallocation of the Funds as set out in the GYO NP Budget (Schedule 1);
- (b) the total amount set out in the GYO NP Budget shall, in no circumstances exceed the Budget set out in Schedule “B” of the Agreement; ***[or insert if NP Funding is pursuant to CHC contract ... exceed the proportionate NP allocation in the approved Budget of the Organization]***
- (c) notwithstanding the terms and conditions of the Agreement, the Organization shall only use the Program funds for the GYO NP Initiative and for no other purpose;
- (d) all RN Salary Funding and RN Education shall flow through the Organization;
- (e) subject to the requirement that the RN remained enrolled in, and is attending the NP Education Program, the RN Salary Funding shall be paid by the Organization monthly in arrears to the RN, as detailed in the attached GYO NP Budget, commencing on the first day of October 2006 (covering RN Salary for September 2006) and ending on the first day of the next month following the first available certification exam date after completion by the RN of the NP Education Program. (Example: If the RN has remained enrolled and has attended the Program, has completed in August 2007 and the first available NP certification exam is on Nov. 14, 2007, the final applicable RN Salary payment for the 14 days of Nov. will be paid by the Organization on or about Dec. 1, and there will be no further RN Salary Funding entitlement after such final payment regardless of whether or not the RN passes the exam);

- (f) the RN Education Funding as estimated in the GYO NP Budget (Schedule 1) shall be paid by the Organization as a reimbursement to the RN upon the RN's successful completion of the NP Education Program provided that: the RN has submitted original receipts evidencing such expenses; that these expenses do not exceed the amounts shown in the GYO NP Budget; and that the Ministry has been provided with copies off all such receipts and has approved Organization's GYO NP Report as required by section 14 herein;
- (g) notwithstanding section 5(f), the Organization may choose to support the RN by paying the Schedule 1 RN Education Funding to the RN in advance of the RN's completion of the NP Education Program, however, such advance funding shall not be applied from Ministry Funds designated for the Program or this Addendum, and the Organization shall only be entitled to reimburse itself from the GYO NP Budget in accordance with the condition set out in section 5(f), namely, that the RN has successfully completed the NP Education Program; has submitted original receipts for expenses not exceeding the amounts detailed in the GYO NP Budget; and that the Ministry has approved the GYO NP Report;
- (h) in no case, shall the Ministry be responsible for payment of the RN's costs associated with: application to an NP Education Program, information technology procurement, and any cost associated with the writing of the registered nurse extended class registration exam and/or reimbursement for the RN Education Funding if the RN fails to complete the NP Education Program;
- (i) termination or any breach of the terms of the GYO NP Initiative or the ROS Agreement shall result in the reconciliation of the GYO NP Budget in accordance with the terms of this Addendum.

Terms and Conditions:

- 6. The terms and conditions of this Addendum shall prevail over any conflict or contradiction in the Agreement or the Organization's Proposal.
- 7. The Organization warrants that all of the information set out in its Proposal (Schedule "3") is accurate and true.
- 8. The Organization shall immediately inform the Ministry in writing of any changes affecting the GYO NP Initiative that the Organization becomes aware of. In no event shall such notice be provided later than 15 days following the date on which the Organization becomes aware of the matter.

9. The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the Organization that it considers appropriate for the successful operation of the GYO NP Initiative.
10. The operation of this Addendum shall immediately cease in the event of termination of the Agreement by either party, in which case the reimbursement provisions of this addendum shall apply unless the Ministry has terminated the Agreement for convenience, in which case, no reimbursement by the Organization shall be required.

Termination in the Event of RN Failing to Complete Program

11. In the event that the RN fails to complete the NP Education Program, this Agreement shall terminate effective on the date on which the RN discontinued the NP Education Program, and the Organization shall reimburse the Ministry 25% of the RN Salary Funding that the Organization has paid to the RN. In no event shall the Organization continue to provide RN Salary Funding after it becomes aware of the RN's discontinued participation in the NP Education Program.

Termination in the Event of RN Failing to Pass Registration Exam

12. In the event that the RN does not pass the NP Registration Exam as required in the ROS Agreement, this Addendum shall terminate and the Organization shall reimburse the Ministry 12.5% of the net RN Salary Funding that the Organization has paid to the RN.

ROS Agreement Termination

13. Following certification of the NP, in the event that the ROS Agreement is terminated by the Organization or the NP:
 - a) during the first year of service, the Organization shall reimburse the Ministry 25% of the net RN Salary Funding which it has paid to the NP pursuant to this Addendum;
 - b) during the second year of service, the Organization shall reimburse the Ministry 10% of the net RN Salary Funding which it has paid to the NP pursuant to this Addendum, provided that the Ministry may, in its sole discretion choose to waive such reimbursement if the termination occurs within 90 days of the end of the second year of service. **[end sentence at "Addendum if part-time"]**

[insert (c) if part-time unbolded]

- c) during the third year of service, the Organization shall reimburse the Ministry 5% of the net RN Salary Funding which it has paid to the NP pursuant to this Addendum, provided that the Ministry may, in its sole discretion choose to waive such reimbursement if the termination occurs within 90 days of the end of the third year of service**

GYO NP Reports

14. (a) As a pre-condition to the Organization applying any amount or amounts for RN Education Funding out of the GYO NP Budget, the Organization must obtain the written approval by the Ministry of a final GYO NP Report submitted by the Organization following the successful completion by the RN of the NP Education Program. The GYO NP Report must show a detailed accounting supported by copies of proof of successful NP Education Program completion, receipts and proof of payment for all GYO NP Budget items including all RN Salary Funding and source deductions and for the proposed payment of RN Education Funding. The GYO NP Report must be signed and dated by the Organization.
- (b) The Organization and the NP shall jointly submit proof of the RN's successful passing of the registered nurse extended class registration exam to the Ministry within 14 days of receipt of the same.
- (c) The Organization shall submit a completed Confirmation of Commencement/Delivery of NP Services form attached as Schedule "B" to the ROS Agreement upon the commencement of the NP Services, and annually thereafter during the Term of this Addendum
15. In no event, shall the Organization be entitled to apply any portion of the Funds remaining in its possession, for the repayment or refunding of any RN Salary Funding or any RN Education Funding to the Ministry if the Organization is required to do so pursuant to the terms of this Agreement.
16. In all other respects, the parties hereby confirm that the terms of the Funding Agreement shall continue to apply.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Amending Agreement on the dates indicated beside their respective signatures.

HER MAJESTY THE QUEEN in right of Ontario, as represented by the y the Minister of Health and Long-Term Care

Date Signed _____

Per: _____
Name,
Branch

[organization

Witness

Per: _____
Name
Title

Print Witness name

Date Signed

Witness

Per: _____
Name
Title

Print Witness name

Date Signed

[organization

Witness

Per: _____
Name
Title

Print Witness name

Date Signed

Witness

Print Witness name

Date Signed

Per:
Name
Title

Schedule 1
GYO NP Budget

RN Salary Funding:

Estimated RN Education Funding:

Schedule 2

GROW YOUR OWN NURSE PRACTITIONER PROGRAM Return of Service Agreement

BETWEEN

[Insert name of RN]
(the “Applicant”)

-and-

[Insert name of Organization as shown in NP Funding Agreement]
(the “Sponsoring Organization”)

-and-

**Her Majesty the Queen in Right of Ontario, as represented by the
Ministry of Health and Long-Term Care
(the “Ministry”)**

To the Organization and to the Ministry:

I, **[Insert name of Applicant _____]**, agree to the terms and conditions detailed below that will apply to my participation in the Grow Your Own Nurse Practitioner Program.

1. I am a Registered Nurse who is enrolled as a full-time ***[amend to part-time if applicable]*** student in the Ontario Primary Health Care Nurse Practitioner Program (“NP Program”) at ***[insert name of institution]*** commencing September, 2006.
2. I am either currently employed by the Sponsoring Organization, or have accepted an offer of employment from the Sponsoring Organization commencing on or before the date of the commencement of the NP Program.
3. During the period while I attend the NP Program, I accept from the Sponsoring Organization, payment of the salary in the amount of _____ minus any applicable source deductions (“RN Salary”).
4. If I complete the NP Program within 12 months ***[insert 24 months if part-time]*** and pass the registered nurse extended class registration exam (“Registration Exam”), the Ministry has authorized the Sponsoring Organization to reimburse me for the education expenses/amounts listed in Schedule “A” of this Agreement (“Education Reimbursement”). In order to qualify for Education Reimbursement, I must write the Registration Exam on the first available examination date following my completion of the NP Program. If I do not pass the Registration Exam, I will be allowed to re-write the Registration Exam on the next

available examination date, and if I do not pass on my second attempt, I will be allowed to re-write the exam a third and final time on the next available examination date following my second attempt. The College of Nurses of Ontario allows an individual to write the exam a maximum of three times.

5. My entitlement to the Education Salary and the Education Reimbursement is subject to the payment details in Schedule “A” and to the following terms and conditions:
 - (a) I will remain enrolled and will attend the NP Program as I have stated in paragraph 1;
 - (b) I will immediately notify the Sponsoring Organization of my withdrawal or discontinuation of the NP Program, and in no circumstances shall this notification exceed 7 days from the date of withdrawal/discontinuance;
 - (c) Commencing within 30 days of my registration (RN EC) I will provide Nurse Practitioner services on behalf of the Sponsoring Organization on a full-time basis (“Services”), as described in paragraph 5(d), for a minimum of 2 ***[insert 3 if NP was part-time student]*** years and I agree to sign the Confirmation of Commencement/Delivery of NP Services attached as Schedule “B” to this Agreement, upon the commencement of such Services and annually thereafter during the term of this Agreement;
 - (d) For the purpose of this Agreement “full-time” means a minimum of **<insert # of hours>** per week.
 - (e) The Term of this Agreement shall begin on the date that I first receive any payment from the Sponsoring Organization for RN Salary or RN Education Reimbursement, and shall continue until the second ***[insert third if NP was part-time student]*** anniversary of the date on which I began providing NP Services on behalf of the Sponsoring Organization;
 - (f) If I do not successfully complete the NP Program; or cease providing NP Services on behalf of the Sponsoring Organization during the first year of such Services, I agree to reimburse the Ministry directly, an amount equal to 25% of all net RN Salary paid to me by the Sponsoring Organization during the Term;
 - (g) If I successfully complete the NP Program but do not pass the Registration Exam as described in paragraph 4, I agree to reimburse the Ministry directly, an amount equal to 12.5% of all net RN Salary Reimbursement paid to me by the Sponsoring Organization during the Term. In such case, I will only be entitled to receive RN Education Reimbursement for the items listed in Schedule “A” herein. I acknowledge that it is my responsibility to provide the Sponsoring Organization with proof of completion of the NP Program and original invoices and receipts that support all Schedule A items. If I pass the Registration Exam, I will immediately provide the Sponsoring Organization with proof of the same;
 - (h) If I cease providing NP Services on behalf of the Sponsoring Organization certification during the second year of such Services, I agree to reimburse the Ministry directly, an amount equal to 10% of all net RN Salary paid to me by the Sponsoring Organization during the Term.

[add j unbolded if NP was part-time]

- (i) **If I cease providing NP Services on behalf of the Sponsoring Organization certification during the third year of such Services, I agree to reimburse the Ministry directly, an amount equal to 5% of all net Education Salary paid to me by the Sponsoring Organization during the Term.**
6. (a) Where in the opinion of the Ministry I owe a debt to the Crown, the Ministry may retain, by way of deduction or set-off, out of any money that is due and payable to me under this Agreement, all or part of such money as the Ministry sees fit in the circumstances.
- (b) In sub-paragraph 8(a), "debt" includes, but is not limited to, any money owing by me under this Agreement.
- (c) Nothing in this paragraph affects any other right of the Ministry or the Crown under any statute, regulation or rule of law to recover or collect money owing by me to the Crown, whether or not under this Agreement, including any right of deduction or set-off given to the Minister of Finance under the *Financial Administration Act*, R.S.O. 1990, c. F.12.
7. I will respond fully, and as soon as practicable, to any request for information, or for a report or documentation, made by the Ministry or the Sponsoring Organization concerning the performance of my obligations, or any other matter, under or relating to this Agreement or the Confirmation of Commencement/Delivery of NP Services form.
8. This Agreement shall not be amended except by mutual written agreement by the Applicant, the Ministry and the Sponsoring Organization.
9. I have entered into this Agreement with the Sponsoring Organization and the Ministry only for the purposes and extent set forth in this Agreement. At no time, will I be considered to be an employee, agent, partner or independent contractor of the Ministry and any such relationship as applicable, shall be with the Sponsoring Organization only. At no time shall I have or make any claim for payment under this Agreement directly to the Ministry.
10. If a court or other lawful authority of competent jurisdiction declares any provision of this Agreement invalid, illegal or unenforceable, this Agreement shall continue in full force and effect with respect to all other provisions. All rights and remedies under such other provisions shall survive any such declaration.
11. No waiver of any breach of this Agreement shall operate as a waiver of any similar 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 consent excusing the breach is in writing and signed by the party that is purporting to have given such waiver or consent. No delay or omission on the part of any party to this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any provision of the Agreement shall in any way affect the validity of the Agreement or any part of it.
12. Neither this Agreement, nor any of the rights or obligations of the parties arising under this Agreement, shall be transferable or assignable by any party to any third party without the prior written consent of the other parties.
13. This Agreement shall be governed by and construed in accordance with the laws of Ontario.

14. Except to the extent otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or in equity.
15. This Agreement shall operate to the benefit of and be binding upon the parties to the Agreement and their respective successors.
16. Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other parties may reasonably require for the purposes of giving effect to this Agreement.
17. Any notice, consent, approval, agreement or other correspondence (“notice”) given or required to be given under this Agreement by either party will be in writing and will be delivered personally or by courier, or sent by postage prepaid mail or by facsimile addressed to the other party at the address set out below or at such other address as either party later designates to the other party in writing. Notice by mail need not be by certified or registered mail.
18. All notices will be addressed as follows (include full address and facsimile number):

To the Ministry:
Ministry of Health and Long-Term Care

To the Applicant:

To the Organization:

19. All notices will be deemed to have been received,
 - (a) at the time the delivery is made, where the Notice is delivered personally or by courier or sent by facsimile; and
 - (b) 5 days after the Notice has been deposited in the mail, where the Notice is sent by postage prepaid mail.

20. This Agreement will come into force on the date on which the second of the two parties has signed it.

For the Minister

Date

(Print name and title)

Signature of Applicant

Date

Organization:

Authorized Signing Officer

Date

Personal information contained on this form is collected by virtue of it being necessary for the proper administration of a lawfully authorised activity pursuant to Section 6 of the *Ministry of Health and Long-Term Care Act*, RSO 1990, Chapter M. 26, and for the purpose of assessing, verifying and monitoring the return-of-service agreement.

ROS – Schedule A

RN SALARY REIMBURSEMENT:

EDUCATION REIMBURSEMENT:

Confirmation of Commencement/Delivery of NP Services

TO: *The Ministry of HEALTH AND LONG-TERM CARE*

DATE: _____

I/WE certify that the undersigned NP:

_____ **Commenced providing full-time NP Services on behalf of the Organization on _____ [date].**

_____ **Has provided full-time NP Services on behalf of the Organization during the past 12 months.**

Signature of NP
Print Name: _____

Witness
Print Name: _____

Date: _____

Organization ASO
Print Name: _____

Witness
Print Name: _____

Date: _____

Schedule 3

Proposal