

Schedule "A" to By-Law Number 2312

Consulting Services Agreement

This agreement made this 4th day of March, 2024.

Between:

Corporation of the Town of Essex

Hereinafter called the "Town"

and

Doctor Jessica Laba-Kaczmarek

Hereinafter called the "Physician Consultant"

Whereas the Town wishes to contract with the Physician Consultant to provide consulting services for the Nurse Practitioner for the Town of Essex;

And Whereas the Physician Consultant desires and is willing to provide said services;

Therefore, the Parties agree as follows:

1. The Physician Consultant shall provide ongoing professional support to the Nurse Practitioner as necessary to enable the Nurse Practitioner to meet the Nurse Practitioner's professional obligations in compliance with and as specified by the College of Nurses of Ontario ("CNO") document entitled "Practice Standard for Nurse Practitioner" which document is attached hereto as Appendix A to this Agreement and such other governing documents that may be applicable.
2. The Nurse Practitioner and the Physician Consultant will undertake to establish a collaborative working relationship that supports the Nurse Practitioner in the provision attached as Appendix B to this agreement (the "Ministry Agreement") of the services outlined in the Town's agreement with the Ministry of Health Long Term Care and to meet the Nurse Practitioner's professional responsibilities as prescribed by law.
3. The Physician Consultant is a member in good standing of the College of Physicians and Surgeons of Ontario.
4. The Physician Consultant has and shall maintain for the period during which the Physician Consultant is engaged by the Town to provide consulting services to the Nurse Practitioner, membership in the Canadian Medical Protective Association or its equivalent.
5. The Nurse Practitioner for the project shall be employed by the Town and will report directly to the Clerk or the Clerk's designate for the Town.

6. The Nurse Practitioner will work 35 hours per week in the offices of Dr. Jessica Laba-Kaczmarek. It is understood that the hourly schedule is subject to flexibility due to vacation, holidays, and illness.
7. A stipend of \$10,000 will be paid for consulting services provided to the Nurse Practitioner and the Town. The stipend will be paid in quarterly installments of \$2,500 and apportioned based upon hours worked in the respective offices by the Nurse Practitioner.
8. An amount of \$4,000 for overhead expenses per annum shall be paid, as per the budget approved by the Ministry of Health (related to rent, utilities, telephone, maintenance, secretarial and reception staff time). This overhead will be paid in quarterly installments of \$1,000 to the Laba-Kaczmarek Medicine Professional Corporation.
9. The Nurse Practitioner will meet the Physician Consultant on a regular basis to discuss office supplies, the cost of which will be covered by the Physician Consultant provided both parties deem them reasonable and necessary.
10. Necessary start up equipment has been provided for the Nurse Practitioner Project by the Town of Essex. The Town of Essex shall retain ownership of any equipment purchased by the Town.
11. As per its' budgetary agreement with the Ministry of Health, the Nurse Practitioner shall be responsible for covering the costs of Individual Malpractice Insurance.
12. The Nurse Practitioner's patient records shall be the responsibility of the office of the Physician Consultant, in compliance with the requirements of the Ministry Agreement.
13. The Nurse Practitioner is required to abide by the policies and procedures adopted by the Town and the requirements of the Ministry Agreement, in compliance with CNO's Standards of Practice for Registered Nurses – Extended Class (Nurse Practitioner's).
14. This Agreement is for a term of four (4) years from the date of signing and may be renewed for an additional four (4) year term by the parties upon mutual agreement. It may be terminated at any time upon receipt of sixty (60) days written notice by either party.
15. This Agreement is conditional upon the Town receiving annual funding from the Ministry of Health & Long-Term Care.
16. Term of Agreement
This Agreement shall commence the 1st day of April 2024 and shall terminate on the 31st day of March, 2028.
17. Renewal of Agreement
The Town shall have the right, in its sole and absolute discretion, of offering to extend or renew beyond its stated expiry dates on such terms and conditions as may be stipulated by

the Town, given at least sixty (60) days prior to the expiry of the initial term. The Physician Consultant may, at their sole discretion, accept such extension or renewal of the terms proposed by the Town, or may decline such extension or renewal of the terms proposed by the Town, or may decline such extension or renewal at least thirty (30) days prior to the expiry of the current term. The Town shall have no liability to the Physician Consultant if it elects not to offer such extension or renewal.

18. Accommodation of Changes

Changes to this agreement may be incorporated as they come forward due to the Ministry of Health Long Term Care funding and/or agreement changes or Ministry Agreement changes or conditions related thereto., provided that sufficient notice of thirty (30) days are allowed for such changes.

19. Termination of Agreement

Either party may terminate this Agreement provided that sixty (60) days' notice is given by the terminating party or immediately on the giving of written notice if:

- i) either party becomes bankrupt or insolvent; or
- ii) a receiving order is made against either party.

20. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart. Delivery by facsimile transmission or electronic mail of any executed counterpart of this Agreement shall be equally effective as delivery of a manually executed counterpart thereof.

This agreement signed and agreed upon, as of the date first written above.

Witness

Dr. Jessica Laba-Kaczmarek

CORPORATION OF THE TOWN OF ESSEX

Mayor

Town Solicitor/Clerk

We have authority to bind the Corporation.


PRACTICE STANDARD

Nurse Practitioner

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THE STANDARD OF CARE.

Purpose: Our purpose is to protect the public by promoting safe nursing practice.

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Ce fascicule existe en français sous le titre : *Norme d'exercice : Infirmière praticienne*

Introduction

The College of Nurses of Ontario’s (CNO’s) standards inform nurses of their accountabilities and the public about what to expect of nurses. These expectations contribute to public protection and are the benchmark for how a competent nurse should perform.

This *Nurse Practitioner* practice standard describes the accountabilities specific to Nurse Practitioners (NPs) in Ontario (also known as Registered Nurses in the Extended Class). Nurse Practitioners are also accountable for complying with relevant laws and other CNO standards and guidelines¹ as applicable.

Nurse Practitioners are Registered Nurses who have met additional nursing education, experience and exam requirements set by CNO. Only those registered with CNO in the Extended Class can call themselves “Nurse Practitioner” or “NP”.

Nurse Practitioners are authorized to diagnose, **order** and interpret diagnostic tests and prescribe **medications** and other treatments for **clients**. Nurse Practitioner practice includes health promotion with the aim of optimizing the health of people, families, communities and populations. This enables NPs to practice with diverse client populations in a variety of contexts and practice settings, such as acute care, primary care, rehabilitative care, curative and supportive care and palliative/end-of-life care.

CNO registers NPs with one or more of the following **specialty certificates**:

- Nurse Practitioner – Primary Health Care (NP-PHC)
- Nurse Practitioner – Pediatrics (NP-Pediatrics)
- Nurse Practitioner – Adult (NP-Adult)

Each specialty certificate refers to a specific client population and not a clinical area or a practice sector. CNO does not restrict the clinical areas or sectors in which NPs work.

Bolded terms are defined in the glossary.

Scope of Practice

Nursing scope

The *Regulated Health Professions Act, 1991* (RHPA) and Nursing Act, 1991, set the legal framework for the practice of nursing. This includes a definition of the scope of practice of nursing and the controlled acts NPs are authorized to perform. (See Scope of Practice standard.)

The Nursing Act, 1991, defines the nursing scope of practice: The practice of nursing is the promotion of health and the assessment of, the provision of care for and the treatment of health conditions by supportive, preventive, therapeutic, palliative and rehabilitative means in order to attain or maintain optimal function.

Controlled acts

Under the *Nursing Act, 1991*, NPs are authorized to perform the following controlled acts:²

1. communicating to a client, or a client’s representative, a diagnosis made by the NP
2. performing a procedure below the dermis or a mucous membrane
3. putting an instrument, hand or finger
 - i. beyond the external ear canal
 - ii. beyond the point where the nasal passages normally narrow
 - iii. beyond the larynx
 - iv. beyond the opening of the urethra
 - v. beyond the labia majora
 - vi. beyond the anal verge
 - vii. into an artificial opening of the body
4. applying and ordering the application of a prescribed form of energy
5. setting or casting a bone fracture or joint dislocation
6. administering a substance by injection or inhalation

¹ All standards and guidelines are available at: www.cno.org/standards

² See pages 7-9 for legal requirements and restrictions that apply to some controlled acts.

7. prescribing, **dispensing**, selling or **compounding** a medication
8. treating, by means of psychotherapy technique, delivered through a therapeutic relationship, an individual's serious disorder of thought, cognition, mood, emotional regulation, perception or memory that may seriously impair the individual's judgement, insight, behaviour, communication or social functioning.

Other authorized activities

Nurse Practitioners have the authority to order and apply specified tests. Please visit our website at www.cno.org/np for more information.

Standards

This section describes standards for NP practice.

Nurse Practitioners:

- practice according to CNO [standards, guidelines](#), and relevant laws
- use the protected title “Nurse Practitioner” (NP) or “Registered Nurse Extended Class” (RN[EC]), and may add their specialty certificate(s) to their title
- maintain competence in clinical NP practice. This clinical practice must include the use of advanced nursing knowledge and decision-making skill in health assessment, diagnosis and therapeutics, when treating clients appropriate for the NP's specialty certificate
- demonstrate the [NP competencies](#) applicable to their practice
- limit their practice to clients appropriate for their specialty certificate

Health assessment

Nurse Practitioners integrate an evidence-informed knowledge base with advanced assessment skills to obtain the information necessary for identifying client diagnoses, strengths and needs.

Nurse Practitioners:

- conduct a comprehensive or focused health assessment as appropriate to the individual client's presentation
- perform procedures for client assessments
- obtain and consider the necessary information for the health assessment
- identify urgent, emergent and life-threatening situations

Diagnosis

Nurse Practitioners are engaged in the diagnostic process and develop differential diagnoses through identification, analysis and interpretation of findings from a variety of sources.

Nurse Practitioners:

- consider differential diagnoses and establish probable diagnoses
- order appropriate tests
- perform appropriate procedures
- arrange appropriate follow-up of test results, implement reliable systems for test results to be received and communicated in a timely manner and work with organizations in which they practice to implement such systems
- communicate clinically significant results, and their implications, to the client and other health professionals as appropriate
- communicate diagnoses to the client, including discussing relevant clinical information, treatment plans and the expected outcomes and prognoses
- verify that the client understands information related to relevant findings and their diagnoses

Therapeutic management

Nurse Practitioners, on the basis of assessment and diagnosis, formulate the most appropriate plan of care for the client and implement evidence-informed therapeutic interventions in partnership with the client to optimize health.

Nurse Practitioners:

- formulate and document a plan of care based on assessment findings, diagnosis and evidence-informed practice
- select the appropriate treatments or interventions in collaboration with the client
- perform appropriate procedures
- stay informed about reliable quality assurance systems in their practice setting and advocate for reliable systems if there are none
- intervene to stabilize the client in urgent, emergent and life-threatening situations
- provide pharmacological interventions, treatment or therapy by
 - ✓ reviewing the best possible medication history for the client
 - ✓ selecting pharmacotherapeutic options as indicated by diagnosis, based on determinants of health, evidence-informed practice and client preference
 - ✓ counselling the client on pharmacotherapeutics, including rationale, cost, potential adverse effects, interactions, contraindications and precautions as well as reasons to adhere to the prescribed regimen and required monitoring and follow-up
 - ✓ completing accurate prescription(s) in accordance with applicable laws
- ✓ establishing a plan to monitor the client's response to medication therapy, and continue, adjust or discontinue a medication based on assessment of the client's response
- ✓ applying strategies to reduce risk of harm involving **controlled substances**, including medication misuse, addiction and diversion
- develop and implement an appropriate follow-up and monitoring plan in collaboration with the client

Controlled substances

In addition to the standards for therapeutic management listed above, NPs have other accountabilities when prescribing and dispensing controlled substances.

Controlled substances are medications that are restricted by the *Controlled Drugs and Substances Act, 1996*, because they present a high risk of misuse, addiction and diversion.

When prescribing controlled substances, NPs:

- consider the available treatment options (pharmacological and non-pharmacological) based on available evidence and client circumstances before using a controlled substance in a treatment plan
- incorporate evidence-informed strategies for assessing, managing and monitoring the risks of misuse, addiction and diversion
- prescribe a quantity of controlled substances to be dispensed that balances the need to reassess and monitor the client with the risk of harm that may result if the client runs out of medication. Nurse Practitioners providing episodic care should prescribe the minimum amount necessary until the client can be assessed by their regular provider
- monitor the client's response to the prescribed controlled substances after the initial trial and on a regular basis

- inform clients of the unique risks associated with medication misuse, addiction and diversion, and provide clients with education and strategies for mitigating risk
- advise the client on safe use, storage and disposal of controlled substances

When dispensing controlled substances, NPs:

- consider the unique risks associated with medication misuse, addiction and diversion
- implement strategies to mitigate these risks
- provide clients with education and strategies for minimizing risk

Medical cannabis

Medical cannabis is not a controlled substance and differs from conventional medications. It is available in a variety of strains and formulations that vary in potency and chemical composition. Nurse Practitioners should exercise caution if they are considering the use of medical cannabis in their patient's treatment plan. Nurse Practitioners who complete a written order or medical document authorizing the use of cannabis for medical purposes are expected to use evidence to inform this treatment decision. Nurse Practitioners must also comply with [cannabis regulations](#) under the *Cannabis Act, 2018*.

NPs are also expected to inform clients about unique risks associated with medical cannabis as a result of the variability in composition and potency.

Collaboration, consultation, and referral

Nurse Practitioners identify when collaboration, consultation and referral are necessary for safe, competent and comprehensive client care.

Nurse Practitioners:

- establish collaborative relationships with health care providers and community-based services

- work with other health care professionals and service providers to develop a common understanding of the plan of care, communication strategies and individual accountabilities
- consult other health care professionals when encountering client care needs beyond the legal scope of NP practice, their individual competence or when the client would **benefit** from the expertise of the other health care professional(s)
- review consultation and/or referral recommendations from other health care providers with the client and integrate these recommendations into the plan of care as appropriate
- provide consultation, respond to questions and clarify orders and the plan of care to other care providers
- provide verbal orders only when they are not able to immediately document the order themselves, and sign the verbal orders as soon as possible

Conflict of interest

*Nurse Practitioners recognize and ethically manage actual, potential and perceived **conflicts of interest**.*

Nurse Practitioners:

- do not use their professional designation to endorse or promote one treatment option over another
- must not obtain any personal benefit,³ which conflicts with their ethical duty to clients, as a result of their NP practice
- develop strategies to mitigate the risk that their interactions with industry⁴ may interfere with evidence-informed decision-making
- do not prescribe medication to themselves

³ Includes financial and non-financial benefit, whether direct or indirect.

⁴ Includes pharmaceutical, medical device and technology companies.

- only provide professional services to family members, partners, friends or acquaintances when there are no other providers available in circumstances outlined in the *Therapeutic Nurse-Client Relationship* practice standard
- only prescribe a controlled substance to a family member, partner, friend or acquaintance to intervene in an emergency situation and only when there is no other prescriber immediately available

Discontinuing the NP-client relationship

A NP's primary obligation is to provide safe and ethical nursing services to clients. Under provincial law,⁵ nurses may only discontinue necessary professional services if:

- the client requests discontinuation
- alternative or replacement services are arranged
- the client is given reasonable opportunity to arrange alternative or replacement services

Nurse Practitioners may be required to discontinue their **professional relationship** with clients when the nurse-client relationship is eroded to the point where NPs can no longer meet their professional obligations toward the client.

Discontinuing the professional relationship when the client still requires service and has not requested discontinuation should be a last resort.

Nurse Practitioners:

- advocate for employer policies, about accepting, treating and discharging clients, that are fair, transparent and driven by client interest and safety
- discuss with the client any issues, as they arise, that impact the NP-client relationship
- work with the client to develop and implement strategies for resolving issues impacting the NP-client relationship wherever feasible
- discuss concerns and seek assistance from their

employer and other members of the health care team to assist in addressing issues

- communicate to the client the decision to discontinue care and discuss with the client the reason for this decision whenever feasible
- identify an appropriate alternate provider for the client or allow the client a reasonable amount of time to find an alternate provider
- continue to provide essential health care services, whenever feasible until another provider has been identified
- document the reason for the decision to discontinue services, including a description of actions taken to resolve issues prior to the decision

Legal Requirements and Restrictions

The remainder of this document describes legal restrictions and requirements with which NPs must comply.

Delegation⁶

Nurse Practitioners are not authorized to **delegate** the following controlled acts:

- prescribing, dispensing, selling or compounding medication
- ordering the application of a form of energy
- setting a fracture or joint dislocation
- treating, by means of psychotherapy technique delivered through a therapeutic relationship, an individual's serious disorder of thought, cognition, mood, emotional regulation, perception or memory that may seriously impair the individual's judgment, insight, behaviour, communication or social functioning

Nurse Practitioners can authorize **directives**.

Information about delegation and directives can be found in the *Scope of Practice* standard and *Directives* practice guideline.

⁵ O.Reg 799/93, Professional Misconduct, s. 1, p. 5.

⁶ O. Reg 275/94, s. 36.

Medical assistance in dying⁷

Federal law allows NPs to provide medical assistance in dying. Nurse Practitioners who participate in medical assistance in dying must comply with the legal requirements outlined in CNO's document: *Guidance on Nurses' Roles in Medical Assistance in Dying*.

Medication practices⁸

Nurse practitioners:

- prescribe, dispense, compound or sell medication, and administer substances by injection or inhalation, only for therapeutic purposes when there is a professional relationship with the client
- are not authorized to sell or compound controlled substances
- must not obtain any personal benefit,⁹ which conflicts with their ethical duty to clients, as a result of prescribing, dispensing, compounding or selling medication
- only dispense, compound or sell medication when they have reason to believe the medication was obtained and stored in accordance with applicable laws
- only dispense, compound or sell medication after checking that the medication will not expire before the client is expected to finish it
- must not **advertise** that they dispense or sell medication, unless they also communicate the specific circumstances in which they are authorized to do so¹⁰
- must comply with the legal restrictions and requirements specific to the controlled acts of prescribing, dispensing, compounding and selling medications outlined on page 15

Controlled substances

Nurse Practitioners who have successfully completed CNO-approved education¹¹ (Ontario entry-level NP programs or Council-approved controlled substances courses) are authorized to prescribe controlled substances.

Under federal law,¹² NPs are not authorized to prescribe the following controlled substances:

- opium
- coca leaves

Nurse Practitioners must not authorize directives for controlled substances.

⁷ Criminal Code, s. 241.1.

⁸ O. Reg 275/94, s. 16-20.

⁹ Includes financial and non-financial benefit, whether direct or indirect.

¹⁰ The specific circumstances are listed in Table 1.

¹¹ O. Reg 275/94 Part III.

¹² *New Classes of Practitioners Regulations under the Controlled Drugs and Substances Act*.

Medication Practices: Legal Requirements and Restrictions

Prescribing

Information required on a medication prescription and in the client's health record¹³:

- name and address of the person for whom the medication is prescribed
- name of the medication, strength (where applicable) and quantity of the medication that is prescribed
- directions for use, including dose, route of administration, frequency and if applicable the duration of therapy
- NP's name, address, telephone number, title and registration number
- NP's signature (may be an electronic signature)
- date on which the medication is prescribed
- number of refills, if applicable

Nurse Practitioners prescribing **monitored medications** must include a client identification number from an acceptable form of identification as defined by the Ontario government.¹⁴

Nurse Practitioners prescribing fentanyl patches must¹⁵:

- notify the pharmacy about the prescription by telephone or by faxing a copy of the prescription
- write the following additional information on the prescription:
 - ✓ the name and location of the pharmacy at which the client, or their authorized representative, intends to fill the prescription
 - ✓ indicate "first prescription" if the NP has not previously prescribed a fentanyl patch for the client and the NP is reasonably satisfied that the client has not previously obtained a fentanyl prescription from another prescriber

Dispensing

Nurse Practitioners may only dispense medication they have prescribed or medication prescribed by an authorized provider.

Nurse Practitioners must:

- document the circumstance under which the medication is dispensed
- provide the medication directly to the client (or the client's representative)

Information required on the label of the medication dispensed and in the client's health record:¹⁶

- identification number, if applicable
- dispensing nurse's name and title along with the name and title of the prescriber, if the nurse is not the prescriber
- name, address and telephone number of the place from which the medication is dispensed
- identification of the medication, as to its name, its strength (where applicable) and, if available, its manufacturer
- quantity of the medication dispensed
- date the medication is dispensed
- expiry date of the medication, if applicable
- name of the client for whom the medication is dispensed
- directions for use

Nurse Practitioners dispensing fentanyl patches must meet the requirements for dispensers in the *Safeguarding our Communities Act, 2015*¹⁷

¹³ See section 16.1(2)3 of O. Reg 275/94

¹⁴ Monitored medications include, but are not limited to, controlled substances. For further information about the Narcotics Monitoring System, including monitored medications and acceptable forms of client identification, refer to: https://www.health.gov.on.ca/en/pro/programs/drugs/ons/monitoring_system.aspx and the *Narcotics Safety and Awareness Act, 2010*.

¹⁵ *Safeguarding our Communities Act (Patch for Patch return Policy)*, 2015: <https://www.ontario.ca/laws/statute/15s33>

¹⁶ See subsection 18(5)6 & 18(5)7 of O. Reg 275/94

¹⁷ *Safeguarding our Communities Act (Patch for Patch return Policy)*, 2015: <https://www.ontario.ca/laws/statute/15s33>

Compounding

Nurse Practitioners may compound only two or more non-sterile creams or ointments for topical use only

Nurse Practitioners are **not** authorized to compound any substances that contain a controlled substance.

Nurse Practitioners may only compound in the following circumstances:

- the client does not have reasonable or timely access to a pharmacy
- the client would not otherwise receive the medication
- the client does not have the financial resources to obtain the medication if it is not compounded by the NP

Nurse Practitioners must:

- document the circumstance under which the medication is compounded
- dispense the compounded medication to the client or their representative, or apply it directly to the client

Information required on the medication container and in the client's health record¹⁸:

- an identification number, if applicable
- the name and title of the NP
- the name, address and telephone number of the place in which the compounded cream or ointment was compounded
- the identification of the substances used in the compounded cream and ointment, their names, strength and manufacturer
- the percentage of each of the creams or ointments used to make the compounded cream or ointment and the quantity placed in the container
- the date the compounded cream or ointment was compounded and the date the compounded cream or ointment was dispensed, if different from the former date
- the expiry date of the compounded cream or ointment
- the name of the patient for whom the cream or ointment was compounded
- the directions for use

Selling

Nurse Practitioners may only sell medication they administer or dispense to the client (or client's representative).

Nurse Practitioners are **not** authorized to sell controlled substances.

Nurse Practitioners may only sell medication in the following circumstances:

- the client does not have reasonable or timely access to a pharmacy
- the client would not otherwise receive the medication
- the client does not have the financial resources to obtain the medication if it is not sold by the NP
- the medication is sold as part of a health promotion initiative

Nurse Practitioners must:

- document the circumstance under which the medication is sold, and the price charged

Nurse Practitioners must not:

- charge the client more than the actual cost of the medication

Glossary

Advertise: To make known to the general public. It does not include a NP communicating directly to an existing client about professional services.

Benefit: Any incentive (financial or non-financial), whether direct or indirect, that conflicts with the nurse’s professional or ethical duty to a client.

Client: An individual, family, group or community.

Compounding: The act of combining two or more elements to create a distinct pharmaceutical product.

Conflict of interest: When a nurse’s personal interests (financial or non-financial) could improperly influence their professional judgment or interfere with their duty to act in the best interest of clients. It is professional misconduct for a nurse to practice while in a conflict of interest.

Controlled act: A restricted activity under the *Regulated Health Professions Act, 1991* that is considered potentially harmful if performed by an unqualified person.

Controlled substance: Any medication or substance included in Schedule I, II, III, IV or V of the *Controlled Drugs and Substances Act, 1996*, and includes narcotics, benzodiazepines and targeted substances, and controlled drugs (part I, II and III).

Delegate: A formal process by which a regulated health care professional who has the legal authority and competence to perform a procedure under one of the controlled acts transfers that authority to others, under certain conditions.

Directive: An order for a procedure or series of procedures that may be implemented for a number of clients when specific conditions are met and specific circumstances exist. A directive is always written by a regulated health care professional who has the legislative authority to order — and ultimate responsibility for — the procedure.

Dispensing: The selection, preparation and transfer of one or more prescribed medication doses to a client, or his or her representative, for use at a later time.

Emergency situation: Sudden onset of severe or urgent symptoms that require immediate attention such that a delay in treatment would place the individual at risk of serious harm.

Medication: A drug as defined by the *Drugs and Pharmacies Regulation Act, 1990*.

Monitored medication: Any medication tracked by the Ontario Ministry of Health and Long-Term Care’s Narcotics Monitoring System. Broader than narcotics, monitored medications include all controlled substances and any additional medications that the Health Ministry specifies. The list of monitored medication is available at: https://www.health.gov.on.ca/en/pro/programs/drugs/ons/monitored_drugs.aspx

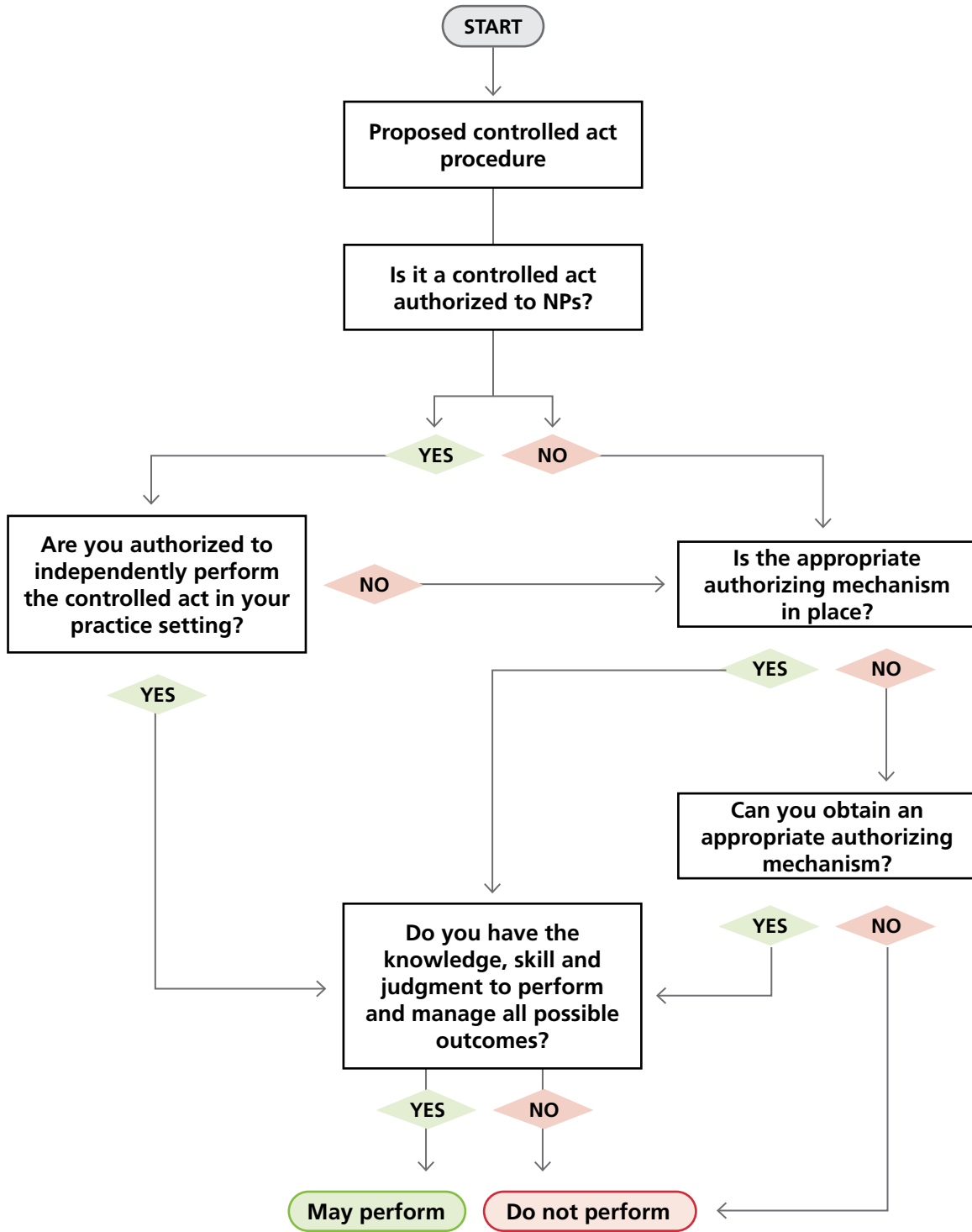
Order: An authorization or instruction for a procedure, treatment, medication or intervention to be provided to, or performed for, a client.

Protected title: A regulatory tool available to health regulatory colleges under the *Regulated Health Professions Act, 1991*, which is used to limit the use of a professional title in the public interest. The titles: RN, RPN, NP, RN(EC) and “nurse” are legally protected.

Specialty certificate: A CNO document issued to a NP that designates the client population for whom the NP is qualified to provide care. It is not meant to indicate a NP’s clinical focus. CNO currently registers three specialty certificates: NP-Adult, NP-Pediatrics and NP-Primary Health Care.

Professional relationship: A broad term that refers to an association, in some way, of a nurse to a client. This relationship is established and maintained by the nurse and is the foundation for providing nursing services. The relationship is based on trust, respect, empathy, intimacy and the appropriate use of the nurse’s inherent power. The relationship can be direct or indirect, for example, when authorizing a directive.

Decision Tree for NPs: Deciding to Perform a Controlled Act



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COLLEGE OF NURSES
OF ONTARIO
ORDRE DES INFIRMIÈRES
ET INFIRMIERS DE L'ONTARIO

THE STANDARD OF CARE.

College of Nurses of Ontario
101 Davenport Rd.
Toronto, ON M5R 3P1

cno@cnomail.org
416 928-0900
Toll-Free in Canada
1 800 387-5526

Appendix B

Ministry of Health
and Long-Term Care

Ministère de la Santé
et des Soins de longue durée



Assistant Deputy Minister
Health Services Division

Sous-ministre adjoint
Division des services de santé

10th Floor, Hepburn Block
80 Grosvenor Street
Queen's Park
Toronto ON M7A 1R3

Édifice Hepburn, 10^e étage
80 rue Grosvenor
Queen's Park
Toronto (ON) M7A 1R3

Telephone: (416) 327-4266
Facsimile: (416) 314-5915

Téléphone (416) 327-4266
Télécopieur (416) 314-5915

www.gov.on.ca/health

JAN 07 2004

The Corporation of the Town of Essex
33 Talbot Street South
Essex, ON N8M 1A8

Attention: Jerry Marion, Clerk

Dear Mr. Marion:

Re: **Ministry of Health and Long-Term Care Agreement with the Corporation of the Town of Essex**

This letter shall serve to confirm the terms and conditions governing the funds to be provided by the Ministry of Health and Long-Term Care to the Corporation of the Town of Essex, to operate a program in the Town of Harrow and the Township of Colchester South to ensure the provision of primary health care services that a nurse practitioner is authorized by law to provide as a registered nurse in the extended class.

Definitions

1. In this Agreement the following words shall have the following meanings:
 - (a) **"Agreement"** means this agreement between the Ministry and the Corporation of the Town of Essex and all Schedules attached to it;
 - (b) **"Budget"** means the budget attached as Schedule "B";
 - (c) **"CNO"** means the College of Nurses of Ontario;
 - (d) **"Collaborating Physician"** means the physician with whom the Nurse Practitioner enters into an agreement pursuant to subsection 9(c);
 - (e) **"Corporation"** means the Corporation of the Town of Essex;
 - (f) **"Corporation Records"** means all records, invoices and other documents created by or belonging to the Corporation of the Town of Essex that relate to the Funds and the operation of the Program;

The Corporation of the Town of Essex

- (g) **“Fiscal Period”** means:
 - (i) in the case of the first Fiscal Period, the period commencing on the date of this Agreement and ending on the first day that is March 31 following the date of this Agreement; and
 - (ii) in the case of Fiscal Periods subsequent to the first Fiscal Period, the period commencing on the date that is April 1 following the end of the previous Fiscal Period and ending the following March 31;
- (h) **“Funds”** means the funds described in section 3;
- (i) **“Ministry”** means the Ministry of Health and Long-Term Care;
- (j) **“Nurse Practitioner”** means a registered nurse in the extended class who, therefore, holds the title of RN(EC);
- (k) **“Nurse Practitioner Records”** means all records and documents created by the Nurse Practitioner in providing the Services;
- (l) **“Program”** means the program described in section 8 of this Agreement;
- (m) **“Resident”** has the meaning ascribed to in the *Health Insurance Act*, R.S.O, 1990, c. H.6;
- (n) **“Service Area”** means the Town of Harrow and the Township of Colchester South;
- (o) **“Services”** means primary health care services that a Nurse Practitioner is authorized by law to perform.

Term

- 2. This Agreement shall commence on the date upon which the Corporation signs the Agreement and shall continue until terminated pursuant to either section 21, 22 or 24 of this Agreement.

The Funds

- 3. Subject to section 26, the Ministry shall, in each Fiscal Period provide to the Corporation the Funds specified in the Budget for the provision of Nursing Services. Based upon the reports provided to the Ministry pursuant to section 16, the Ministry shall, for each Fiscal Period, subsequent to the first Fiscal Period, approve a budget that shall be deemed:
 - (a) to be the Budget in respect of the succeeding Fiscal Period to which it relates;
 - (b) to replace the Budget for the prior Fiscal Period; and
 - (c) to form Schedule “B” to this Agreement.

The Corporation of the Town of Essex

4. The Ministry shall make payments to the Corporation in monthly instalments:
 - (a) in the amount listed in the Budget;
 - (b) by direct deposit into a bank account designated by the Corporation;
 - (c) on the last business day of each month.
5. If the Nurse Practitioner does not begin work on the first business day of the month, the Ministry shall prorate the first payment to reflect the time the Nurse Practitioner worked during the first month.
6. The Corporation shall only use the Funds to operate the Program in accordance with this Agreement and shall expend the Funds only in accordance with the Budget.
7. The Corporation shall not move Funds from one Budget category to another without the prior written consent of the Ministry.

The Program

8. The Corporation shall operate a Program that ensures that Residents of the Service Area receive the Services of a Nurse Practitioner on a full-time basis (where full-time is interpreted to mean full-time for other equivalent positions of the Corporation), at times that are commensurate with the needs of the community in the Service Area.
9. In operating the Program the Corporation shall:
 - (a) engage the services of a Nurse Practitioner who is a member in good standing of the CNO, to provide the Services;
 - (b) ensure that the Nurse Practitioner maintains for the period during which the Nurse ^{AMENDED} Practitioner provides Services, malpractice or professional liability insurance satisfactory to the Ministry;
 - (c) ensure that the Nurse Practitioner enters into an agreement with a Collaborating Physician for the period during which the Nurse Practitioner provides Services, for the purposes of, and to cover the matters outlined in, Schedule "A";
 - (d) use its best efforts to ensure that the Nurse Practitioner:
 - (i) only provides Services for the benefit of Residents;
 - (ii) does not charge any Resident any fee for any Service;
 - (iii) meets the Nurse Practitioner's professional obligations as described in the *Standards for Consultation with Physicians by RNECs*, issued by the CNO;
 - (iv) provides all Services in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Services;

The Corporation of the Town of Essex

- (v) keeps and maintains all Nurse Practitioner Records in a manner consistent with generally accepted accounting principles or clerical practices, as the case may be;
 - (vi) maintains all Nurse Practitioner Records and keeps them available for review by the Corporation and the Ministry for a period of seven (7) years from the date of the termination of this Agreement; and
 - (vii) maintains all Nurse Practitioner Records that contain personal information about the people to whom the Nurse Practitioner provides Services, in a confidential manner consistent with all applicable laws;
- (e) continue to contribute to the operation of the Program for the period during which this Agreement is in effect, which contribution shall be satisfactory to the Ministry;
 - (f) keep and maintain all Corporation Records in a manner consistent with generally accepted accounting principles or clerical practices, as the case may be;
 - (g) maintain all Corporation Records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination of this Agreement;
 - (h) allow the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Corporation's premises to inspect and copy any Corporation Records in the possession or under the control of the Corporation which relate to the Funds; and
 - (i) acquire all equipment, supplies and services (other than Services) it purchases with the Funds through a process that ensures the best value for funds expended.

Additional Terms and Conditions

10. The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the Corporation that it considers appropriate for the proper expenditure and management of the Funds and the operation of the Program.

Inspection and Audit

11. The Ministry's right of inspection in this Agreement includes the right to perform an audit of any kind including a review or examination of any aspect of the Program or the Services or any Records.
12. To assist the Ministry to carry out its inspection under this Agreement, the Corporation shall provide any other information to the Ministry reasonably requested by the Ministry.
13. The purposes for which the Ministry may exercise its inspection and audit rights include:
 - (a) determining for what items and purposes the Corporation is expending or has expended the Funds; and
 - (b) determining whether the Corporation is operating the Program effectively and in accordance with the terms of this Agreement.

The Corporation of the Town of Essex

14. Despite the Ministry's right to inspect the Corporation Records and the Nurse Practitioner Records pursuant to this Agreement, the Ministry shall not review any personal information as defined in the *Freedom of Information and Protection of Privacy Act*. R.S.O. 1990, c. F 31 contained in any records.
15. Nothing in this Agreement shall be construed so as to give the Ministry any control whatsoever over Corporation Records or the Nurse Practitioner Records.

Reports

16. The Corporation shall submit to the Ministry the reports listed in Schedules "C" and "D", on the dates listed in Schedules "C" and "D", and such other reports as the Ministry may request from time to time.
17. The Corporation shall ensure that all reports are in a form satisfactory to the Ministry.

Indemnification

18. The Corporation shall indemnify and hold harmless the Ministry, its officers, employees and agents for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation including the Corporation, arising out of or in any way related to this Agreement.

Insurance

19. The Corporation shall put into effect and maintain for the period during which the Agreement is in effect, at its own expense, all the necessary insurance that would be considered appropriate for a Corporation operating a Program of this kind, including:
 - (a) Commercial General Liability Insurance, to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
 - (i) Her Majesty the Queen in right of Ontario as represented by the Ministry of Health and Long-Term Care, as an additional insured with respect to the operation of the Program provided and the provision of Services under this Agreement;
 - (ii) a cross-liability clause endorsement;
 - (iii) a contractual liability endorsement; and
 - (iv) a 30 day written notice of cancellation.
20. Upon request of the Ministry, the Corporation shall provide the Ministry with proof of insurance.

Termination

21. Either party, at any time, without reason and without liability, cost or penalty, may terminate this Agreement upon giving 90 days written notice to the other party.

The Corporation of the Town of Essex

22. The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Corporation if:
- (a) in the opinion of the Ministry:
 - (i) the Corporation breaches any term or condition of this Agreement;
 - (ii) the Corporation is unable to operate the Program;
 - (iii) the Corporation enters into another agreement with the Ministry for the same or similar purposes
- or if:
- (b) the Corporation makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (c) the Corporation ceases to operate.
23. If the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Corporation the opportunity to remedy the breach, the Ministry may give the Corporation an opportunity to remedy the breach by giving the Corporation written notice:
- (a) of the particulars of the breach;
 - (b) of the period of time within which the Corporation is required to remedy the breach;
 - (c) that the Ministry shall terminate this Agreement:
 - (i) at the end of the notice period provided for in the notice if the Corporation fails to remedy the breach within the time specified in the notice; or
 - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Corporation cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Corporation is not proceeding to remedy the breach in a way that is satisfactory to the Ministry.
24. If the Ministry has provided the Corporation with an opportunity to remedy the breach, and
- (a) the Corporation does not remedy the breach within the time period specified in the notice; or
 - (b) it becomes apparent to the Ministry that the Corporation cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or

The Corporation of the Town of Essex

- (c) the Corporation is not proceeding to remedy the breach in a way that is satisfactory to the Ministry;

The Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Corporation.

- 25. In the event of termination pursuant to section 24, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.
- 26. If this Agreement is terminated by the Ministry or the Corporation (as the case may be) pursuant to either section 21, section 22 or section 24, the Ministry shall:
 - (a) cancel all further Funding instalments;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Corporation.
- 27. If this Agreement is terminated by the Ministry because the Corporation uses the Funds for purposes not agreed upon by the Ministry, the Ministry may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Corporation the payment of funds equal to those used by the Corporation for such purposes.
- 28. If the Ministry demands the repayment of any part of the Funds pursuant to this Agreement the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Corporation shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.
- 29. The Ministry reserves the right to demand interest on any amount owing by the Corporation at the then current rate charged by the Province of Ontario on accounts receivable.
- 30. The Corporation shall repay the amount demanded by cheque, made payable to the "Minister of Finance", and mailed to the Ministry to the attention of the Manager, Interdisciplinary Practitioner Program.
- 31. Any part of the Funds that have not been used or accounted for by the Corporation by the end of any Fiscal Period during the term of this Agreement shall belong to the Ministry. The Corporation shall use the Funds only for the purposes agreed upon by the Ministry or shall return them to the Ministry immediately on the request of the Ministry.
- 32. Any part of the Funds that have not been used or accounted for by the Corporation at the time the Agreement is terminated shall belong to the Ministry. The Corporation shall use the Funds only for the purposes agreed upon by the Ministry or shall return them to the Ministry immediately on the request of the Ministry.

The Corporation of the Town of Essex

Acknowledgement

33. The Corporation shall acknowledge the support of the Government in all publicly distributed reports and materials and in all advertising and publicity relating to the Program, in a format approved by the Ministry.

Notices

34. Any notice, consent, approval or other communication required, permitted or contemplated to be given under this Agreement shall be in writing and shall be delivered personally or by courier, sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile, addressed to the other party at the address provided below or at such other address as either party shall later communicate to the other in writing in the manner provided by this Section 34. All notices, consents, approvals and other communications shall be addressed as follows:

To the Ministry:

Ministry of Health and Long-Term Care
Primary Health Care and Physician Policy Branch
310 Bagot Street, 2nd Floor
Kingston ON K7K 3B5
Manager, Interdisciplinary Practitioner Program

Phone: (613) 650-3008

Fax: (613) 545-1402

To the Corporation:

The Corporation of the Town of Essex
33 Talbot Street South
Essex, ON N8M 1A8
Attention: Jerry Marion, Clerk

Phone: 519-776-7336

Fax: 519-776-8811

35. All notices, consents, approvals and other communications shall be effective and deemed to have been received:
- (a) at the time the delivery is made when the communication is delivered personally or by courier;
 - (b) seventy-two (72) hours after deposit in the mail when the communication is sent by certified or registered or postage prepaid mail; or
 - (c) at the time the facsimile is received when the communication is delivered by facsimile.

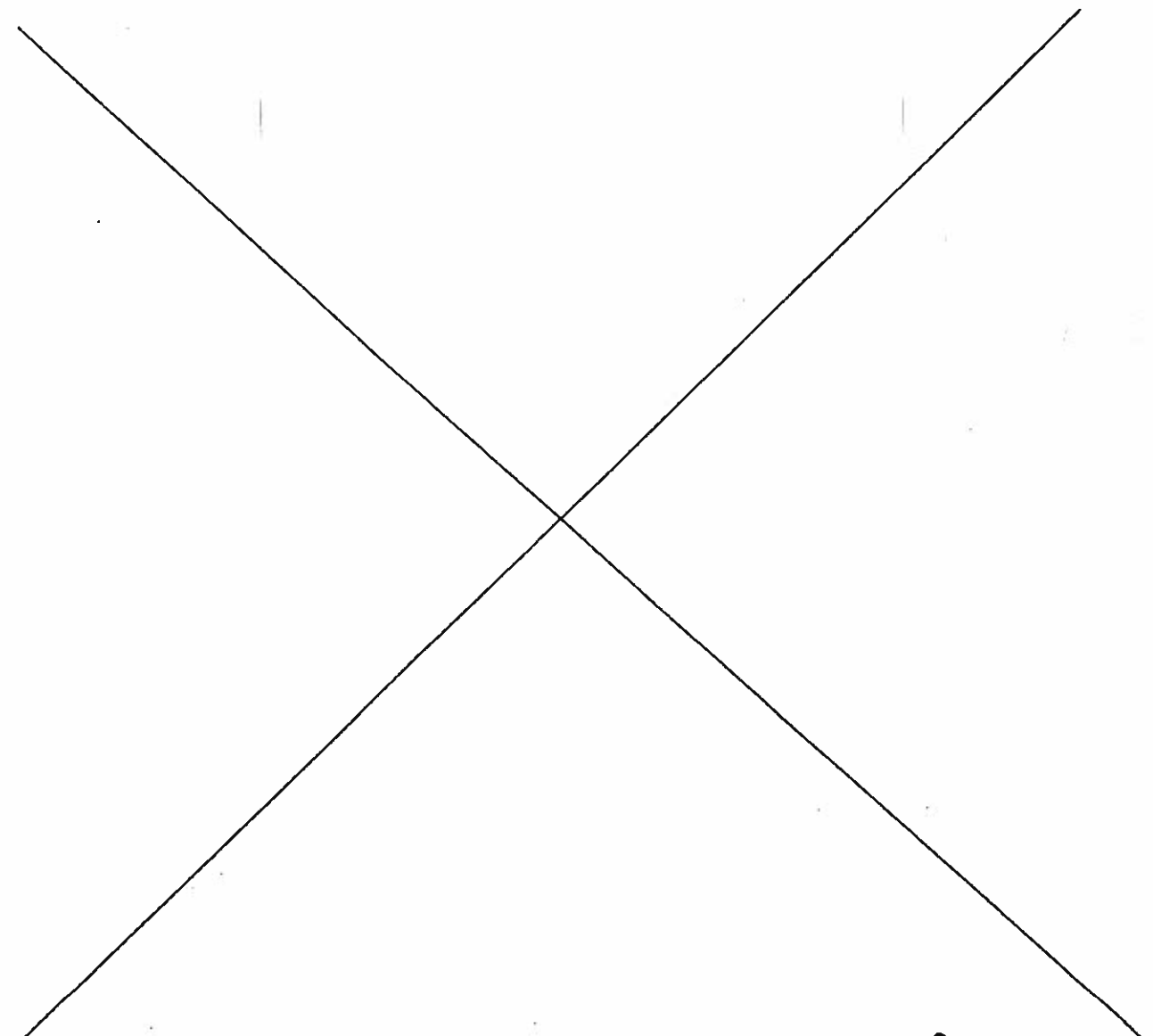
The Corporation of the Town of Essex

36. The following Schedules are attached to this letter and form part of the Agreement between the Ministry and the Corporation:

- (a) Schedule "A" - Terms of agreement between Nurse Practitioner and Collaborating Physician
- (b) Schedule "B" - Budget
- (c) Schedule "C" - Financial Reports
- (d) Schedule "D" - Performance Reports

Survival

37. Sections 11, 12, 13, 14, 15, 18, 26, 27, 28, 29, 30, 31, 32, 34 and 35 shall survive termination of this Agreement for a period of 7 years from its termination.

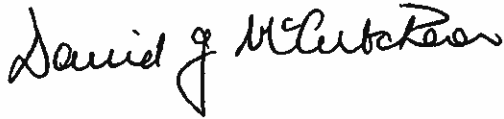


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The Corporation of the Town of Essex

Please acknowledge your acceptance of the terms and conditions of this Agreement, by signing both copies of this letter and returning them to the Ministry address identified in Section 34 of this Agreement.

Yours sincerely,




David J. McCutcheon, MD, MBA, CHE
Assistant Deputy Minister

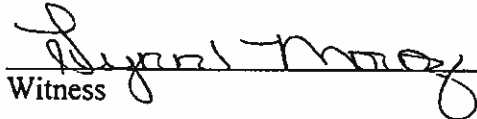
On behalf of and with the authority of the Corporation of the Town of Essex I hereby accept the terms described above.



Authorized Signing Officer for the Corporation of the Town of Essex



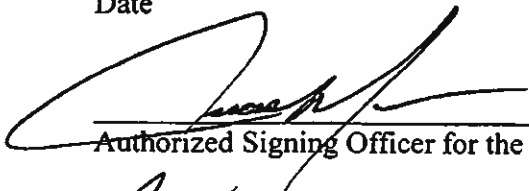
Date



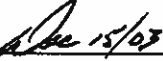
Witness



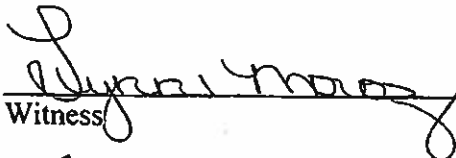
Date



Authorized Signing Officer for the Corporation of the Town of Essex



Date



Witness



Date

Schedule "A"

Terms of Agreement between the Nurse Practitioner and the Collaborating Physician

Attached to and forming part of the agreement between the Ministry of Health and Long-Term Care and the Corporation of the Town of Essex dated the day of 2003.

The agreement the Corporation of the Town of Essex enters into with the Collaborating Physician(s) shall include clauses:

- (a) providing that the Collaborating Physician(s) shall provide ongoing professional support to the Nurse Practitioner(s) to enable the Nurse Practitioner(s) to meet the Nurse Practitioner's professional obligations as described in the *Standards for Consultation with Physicians by RNECs*, issued by the CNO;
- (b) warranting that the Nurse Practitioner(s) and the Collaborating Physician(s) have established a collaborative working relationship that allows the Nurse Practitioner(s) to provide the Services and to meet the Nurse Practitioner's professional responsibilities as prescribed by law;
- (c) warranting that the Collaborating Physician(s) is a member in good standing of the College of Physicians and Surgeons of Ontario;
- (d) warranting that the Collaborating Physician(s) has and shall maintain for the period during which the Collaborating Physician(s) is engaged by the Corporation of the Town of Essex to provide support to the Nurse Practitioner(s), membership in the Canadian Medical Protective Association or its equivalent; and
- (e) providing any other terms necessary to give effect to the obligations of the Collaborating Physician(s) described above.