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CT- 2024-007

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File No. CT-2024-007.

OTTAWA, ONT.

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COMPETITION TRIBUNAL.

IN THE MATTER OF the Competition Act, R.S.C. 1985, c. C-34 (the “Act”);

AND IN THE MATTER OF an application by [Goshen Professional Care Inc.] for an order pursuant to section 103.1 of the Act granting leave to bring an application under sections 75 and 79 of the Act;

AND IN THE MATTER OF an application by [Goshen Professional Care Inc.] for an order pursuant to sections 75 and 79 of the Act;

BETWEEN:

GOSHEN PROFESSIONAL CARE INC.

Applicant

– and –

THE SASKATCHEWAN HEALTH AUTHORITY and THE MINISTRY OF HEALTH

Respondents

**NOTICE OF APPLICATION FOR LEAVE
(Pursuant to section 103.1 of the Competition Act)**

PROPOSED NOTICE OF APPLICATION

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TO:

The Registrar

Competition Tribunal

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AND TO:

Commissioner of Competition

Mr. Matthew Boswell

Competition Bureau
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AND TO:

The Saskatchewan Health Authority

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AND TO:

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AS REPRESENTED BY:

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The Honorable Bronwyn Eyre
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AND TO:

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Goshen Professional Care Inc.)**

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STATEMENT OF MATERIAL FACTS AND GROUNDS.

PART I: MATERIAL FACTS.

THE PARTIES.

1. The Applicant, Goshen Professional Care Inc. (“Goshen”), owns and operates Emmanuel Villa Personal Care Home (“Emmanuel Villa”), a private care home in Emerald Park, Saskatchewan. Mrs. Adebunmi Onasanya is an officer and Director of Goshen. In 2017, Goshen began construction of Emmanuel Villa, which was completed in February 2019. Goshen had received a construction loan from Canadian Western Bank (“CWB”) in order to facilitate the creation of Emmanuel Villa. This loan was subsequently transformed into a mortgage loan upon the opening of Emmanuel Villa and was registered by CWB with the Saskatchewan Corporate Registry.
2. The Respondent, the Saskatchewan Health Authority (the “SHA”), is the regional health authority in Saskatchewan. The SHA is a recent amalgamation of the previous 12 regional health authorities. The SHA is entrusted by the Saskatchewan legislature through *The Provincial Health Authority Act*, SS 2017, c P-30.3 and the *Facility Designation Regulations*, RRS c R-8.2 Reg 6 to own and operate long-term Care homes with oversight by the Saskatchewan Ministry of Health. The SHA has also become involved in the personal care home industry by providing long-term care home patients to privately owned care homes under pilot projects and public-private partnerships. According to its own statistics, the SHA operates 157 care homes with approximately 8,200 residents in the province of Saskatchewan.
3. The Respondent, the Ministry of Health, is the department within the Government of Saskatchewan responsible for overseeing the health initiatives in the province. The Ministry of Health oversees and fulfills its mandate through the SHA.¹

¹ For example, see the Ministry’s financial indemnity and oversight of the SHA, in the *Provincial Health Authority Act*: Minister’s powers regarding the Saskatchewan Health Authority, sections 2-5 and 2-6 (Minister’s power to order directives to the SHA), s. 2-7 (Provision of funding), s. 2-8 (Minister free to provide health services anywhere in SK

BACKGROUND FACTS.

4. The Applicant, Goshen Personal Care Inc. (“Goshen”), runs a personal care home, Emmanuel Villa, in Emerald Park, Saskatchewan. Emmanuel Villa is a newly constructed 80-bed personal care home. Emmanuel Villa’s construction was completed in February 2019. When construction was complete, Goshen licensed the home with the Ministry of Health and opened their home to residents.
5. In January 2020, Goshen entered into an Accountability Agreement with the SHA regarding a pilot project whereby the SHA utilized Goshen’s services, providing Goshen 40 long-term care (publicly funded) residents for their 80-bed home (Emmanuel Villa).
6. In June 2022, the SHA unilaterally terminated the agreement with Goshen midway through the renewed contractual period, stating that the SHA would be transferring its residents to Goshen’s competitor, Brightwater Senior Living Communities in Regina under a new public-private partnership pilot project. The SHA informed Goshen that it was ineligible for the new pilot project because that new project was limited to homes “in Regina”. This was despite the fact that, a) the Saskatchewan Minister of Health had approved Emmanuel Villa for the initial pilot project for the “Regina area”, b) that Emmanuel Villa is located in Emerald Park which is within 5 kilometers or 10 minutes of the Regina city limits and forms part of the Regina’s metropolitan area, c) given that Emerald Park has only 1,500 residents, many of its residents work, access services, and have family and social links in Regina, d) about 95% of Emmanuel Villa’s residents had moved there from the Regina area, which was proximal to their family and support bases, and e) the Saskatchewan Minister of Health had previously acknowledged that Emmanuel Villa’s location and proximity to Regina was ideal in that it allowed the 40 SHA residents to be close to their homes, and presumably families in Regina.

notwithstanding SHA), s. 4-2 (Delegated authority), sections 4-3 and 4-4 (Minister’s powers regarding the SHA); see also the *Regional Health Services Act*, s. 29-30 which imposes limitation and conditions on the SHA’s ability to borrow money without Minister approval.

7. Effectively, the SHA's subsequent rationale for excluding Emmanuel Villa from the new pilot project on the basis that Emmanuel Villa is not "in Regina" was arbitrary and/or designed to wrongfully deprive Goshen of the supply for residents from the public system. By so doing, the SHA, alongside the Ministry of Health, abused its dominant position and access to the extensive public waiting list in the elder care market to deprive Goshen of the supply of care home contracts and residents, and to substantially undermine Goshen's financial viability.
8. Shortly after the SHA prematurely terminated the pilot project, Goshen's lender, Canadian Western Bank ("CWB"), became aware of this development. On November 30th, 2022, CWB deemed this to be a material change under the loan agreement and demanded full repayment of the outstanding loan amount, which at the time was approximately \$12.5 million. Goshen was unable to repay the entirety of the loan, which reached maturity several months later. Given that CWB was unwilling to renegotiate the loan, they brought an application to the Court for the appointment of a receiver.
9. Following some initial hearings and the hearing on the merits of CWB's application, on August 6th, 2023, the Saskatchewan Court of the King's Bench declared Goshen an insolvent party. However, the Court declined to appoint a full receiver but appointed an interim receiver pursuant to *The Bankruptcy and Insolvency Act*. Upon the further application of CWB the Court appointed a MNP Ltd. as a full receiver to Goshen on January 10, 2024, with the authority to market and sell the property of Goshen subject to judicial approval. The Court also instructed Goshen that it would be able to continue to seek alternative financing for the mortgage loan which if secured, would render CWB's interest discharged and bring the receivership to an end.
10. Since CWB recalled its loan, Goshen has been attempting to secure refinancing. However, potential lenders have persistently expressed their primary concern that since the SHA withdrew its residents, Emmanuel Villa has not exceeded 25% of its capacity. Initially, it was a challenge for Goshen to quickly replace the 40 residents that the SHA had suddenly withdrawn. Over time, Goshen gradually began to make up for the sudden loss of residents. However, Goshen's ability to fill Emmanuel Villa despite emergent and accelerating interest

over the past few months has been hampered by the fact that the Ministry of Health is refusing to expand the licencing capacity of the home to all 80-beds, and is keeping the licencing number capped at 20 residents. Further, the Receiver, MNP, has prohibited Goshen from admitting more residents. Unfortunately, the Receiver and Ministry cite each other as the reason for denying Goshen the ability to fill the home. Despite Goshen's persistent requests for clarification, both have refused to explain which of them is responsible for the decision. This has placed Goshen in limbo, effectively impeding its ability to secure refinancing.

11. On July 11th, 2024, the Receiver (MNP) filed an application seeking the Saskatchewan King's Bench approval to formally accept the SHA's offer to purchase Emmanuel Villa. Justice Bergbusch heard the application on August 26, 2024, and reserved his decision.
12. Goshen opposes the sale of Emmanuel Villa to the SHA, as it was the direct actions of the SHA, alongside those of the Ministry of Health, which pushed Goshen into insolvency, triggered the receivership and the Receiver's authority to sell Goshen's assets, and now the SHA seeks to benefit from its anti-competitive practices from the pilot project.
13. The SHA's actions amount to refusal to deal (Section 75) and abuse of dominant position in the market (Section 79).

PART II: GROUNDS.

Refusal to Deal (Section 75)

14. Section 75(1) of the *Act* states:

Section 75- Refusal to Deal Jurisdiction of Tribunal where refusal to deal

75 (1) Where, on application by the Commissioner or a person granted leave under section 103.1, the Tribunal finds that

- (a) a person is substantially affected in his business or is precluded from carrying on business due to his inability to obtain adequate supplies of a product anywhere in a market on usual trade terms,
- (b) the person referred to in paragraph (a) is unable to obtain adequate supplies of the product because of insufficient competition among suppliers of the product in the market,
- (c) the person referred to in paragraph (a) is willing and able to meet the usual trade terms of the supplier or suppliers of the product,
- (d) the product is in ample supply, and
- (e) the refusal to deal is having or is likely to have an adverse effect on competition in a market,

the Tribunal may order that one or more suppliers of the product in the market accept the person as a customer within a specified time on usual trade terms unless, within the specified time, in the case of an article, any customs duties on the article are removed, reduced or remitted and the effect of the removal, reduction or remission is to place the person on an equal footing with other persons who are able to obtain adequate supplies of the article in Canada.

15. Applying the test under s.75 to the facts and evidence underlying Goshen's memorandum and the Affidavit of Mrs. Onasanya, the SHA's conduct amounts to a refusal to deal because:
 - a. Goshen was substantially affected in its business by:
 - i. the SHA suddenly, unilaterally, and wrongfully cancelling the Accountability Agreement with Goshen under the pilot project, and withdrawing SHA residents from Emmanuel Villa;
 - ii. the SHA refusing to deal with Goshen by denying Goshen the ability to participate in the new pilot project for the Regina area, and doing so on an arbitrary and illogical basis; and
 - iii. the Ministry of Health refusing to lift the cap on the licensing capacity of Emmanuel Villa.
 - b. Goshen struggled to obtain adequate replacement supply of residents for Emmanuel Villa (with the SHA controlling such a large share of the market), and was subsequently rendered unable to expand the number of residents due to the Ministry of Health's cap, and the Receiver's prohibition on such additions.

- c. Goshen is willing and able to meet the usual terms of providing services to residents in the market for the elderly and infirm in Saskatchewan;
 - d. There is a high and increasing demand for long-term care/personal care beds in the Regina area and the province of Saskatchewan, as demonstrated by the long waitlists, especially in the public sector (long-term care homes);
 - e. The SHA's refusal to deal with Goshen is having an adverse effect on the competitive market and an adverse effect on the consumers in the relevant market. Many consumers are sitting on the SHA's long waitlist for care home services, in dire need of special care, while many of Goshen's beds are available.
16. The adequacy of Emmanuel Villa Care Home as a residence for clients cannot be in question as the SHA is now attempting to purchase the home for its own use, and previously entered into the Accountability Agreement for the care of patients with the same level of care needs which would be provided if a new agreement were signed. To this end, Goshen asserts that the actions of the SHA satisfy the test under s.75 of the *Competition Act*, and that the SHA's conduct amounts to a refusal to deal which requires the Tribunal's intervention.

Abuse of Dominant Position (Section 79).

17. Sections 79 of the *Act* states:

Abuse of Dominant Position

Definition of *anti-competitive act*

78 (1) For the purposes of [section 79](#), *anti-competitive act* means any act intended to have a predatory, exclusionary or disciplinary negative effect on a competitor, or to have an adverse effect on competition, and includes any of the following acts:

- (a) squeezing, by a vertically integrated supplier, of the margin available to an unintegrated customer who competes with the supplier, for the purpose of impeding or preventing the customer's entry into, or expansion in, a market;
- (b) acquisition by a supplier of a customer who would otherwise be available to a competitor of the supplier, or acquisition by a customer of a supplier who would otherwise be available to a competitor of the customer, for the

purpose of impeding or preventing the competitor's entry into, or eliminating the competitor from, a market;

(c) freight equalization on the plant of a competitor for the purpose of impeding or preventing the competitor's entry into, or eliminating the competitor from, a market;

(d) use of fighting brands introduced selectively on a temporary basis to discipline or eliminate a competitor;

(e) pre-emption of scarce facilities or resources required by a competitor for the operation of a business, with the object of withholding the facilities or resources from a market;

(f) buying up of products to prevent the erosion of existing price levels;

(g) adoption of product specifications that are incompatible with products produced by any other person and are designed to prevent his entry into, or to eliminate him from, a market;

(h) requiring or inducing a supplier to sell only or primarily to certain customers, or to refrain from selling to a competitor, with the object of preventing a competitor's entry into, or expansion in, a market;

(i) selling articles at a price lower than the acquisition cost for the purpose of disciplining or eliminating a competitor;

(j) a selective or discriminatory response to an actual or potential competitor for the purpose of impeding or preventing the competitor's entry into, or expansion in, a market or eliminating the competitor from a market; and

(k) directly or indirectly imposing excessive and unfair selling prices.

Prohibition if abuse of dominant position

79 (1) On application by the Commissioner or a person granted leave under section 103.1, if the Tribunal finds that one or more persons substantially or completely control a class or species of business throughout Canada or any area of Canada, it may make an order prohibiting the person or persons from engaging in a practice or conduct if it finds that the person or persons have engaged in or are engaging in

(a) a practice of anti-competitive acts; or

(b) conduct

(i) that had, is having or is likely to have the effect of preventing or lessening competition substantially in a market in which the person or persons have a plausible competitive interest, and

(ii) the effect is not a result of superior competitive performance.

Additional or alternative order

(2) If, on an application under subsection (1), the Tribunal finds that a practice of anti-competitive acts amounts to conduct that has had or is having the effect of preventing or lessening competition substantially in a market in which the person or persons have a plausible competitive interest and that an order under subsection (1) is not likely to restore competition in that market, the Tribunal may, in addition to or in lieu of making an order under subsection (1), make an order directing any or all persons against whom an order is sought to take actions, including the divestiture of assets or shares, that are reasonable and necessary to overcome the effects of the practice in that market.

18. Goshen submits that the SHA and the Ministry of Health have engaged in and continue to engage in practices of anti-competitive acts and conduct which prevents or lessens competition substantially in the market for the care of elderly and infirm in the province of Saskatchewan. This effect is not a result of superior competitive performance but rather from an inherent, unjustified, and uncompetitive advantage.
19. The SHA wields substantial and dominant control over the market for the care of the elderly and infirm in Saskatchewan. This control arises from the SHA's statutory mandate as the sole health authority in Saskatchewan; its ability to provide subsidized care that would be uneconomical to private sector players; the significant public funding the SHA receives from the Ministry of Health; and the fact that it operates more than half of Saskatchewan's care homes (and the corresponding and overwhelming competitive economies of scale). These factors collectively establish the SHA's dominant position in the market for the care of elderly and infirm in Saskatchewan.
20. Specifically, the SHA and Government's dominance over the market for the care of the elderly and infirm in Saskatchewan is evident from the SHA's direct operation of 157 long-term care homes in Saskatchewan, and the SHA/Government's regulatory oversight of, and sub-contracting relationships with some of the approximately 208 privately-owned personal care homes in Saskatchewan. The SHA either owns or controls approximately 61% of the care beds in Saskatchewan and independently and through the Ministry of Health, exerts significant compliance and contractual/financial influence over the private sector players. This affirms the SHA's dominant position in the market for the care for elderly and infirm residents of Saskatchewan.

21. Further, as alluded to above, the Ministry of Health, in its licensing capacity for private care homes substantially controls these private homes' ability to operate. In this case, the Ministry of Health has significantly hindered Goshen's ability to operate in the market by disallowing Goshen's request to increase the licenced resident capacity of Emmanuel Villa beyond the previously licensed 20 residents. The Ministry of Health has ignored Goshen's application to expand the licensing capacity number. This cap has significantly hindered Goshen's ability to obtain refinancing. In addition, the Receiver has prevented Goshen from allowing more residents into the Emmanuel Villa. This too has hampered Goshen's ability to refinance, operate its business, and generate an operating profit to facilitate the sustainable repayment of any loan installments.

22. Section 78(1) of the *Competition Act* provides a non-exhaustive list of actions that amount to "anti-competitive acts". Thus, the list is not closed. The Tribunal can find an unenumerated act to be uncompetitive for the purposes of section 79, if the act is "...intended to have a predatory, exclusionary or disciplinary negative effect on a competitor, or to have an adverse effect on competition." As elaborated in Goshen's Memorandum of Fact and Law and highlighted in the Affidavit of Mrs. Onasanya with its supporting evidence, the SHA's conduct under the Accountability Agreement, and in its subsequent efforts to purchase Goshen's assets after forcing Goshen into receivership, satisfy this legal test.

23. The SHA's conduct also meets the test for anti-competitive acts under the enumerated instances of section 78(1)(e) of the *Competition Act* provides that:

- (e) A selective or discriminatory response to an actual or potential competitor for the purpose of impeding or preventing the competitor's entry into, or expansion in, a market or eliminating the competitor from a market.

This occurred through the SHA's sudden termination of the pilot project on arbitrary, bad faith, and specious grounds, as abetted by the Ministry's rejection of Goshen's requests to expand its licenced operating capacity beyond the current license for 20 residents. In both cases the SHA/Ministry of Health have selectively and discriminatorily responded to Goshen as a competitor for the explicit purpose of driving Goshen out of the long-term care resident

market specifically, and the general market for the care of the elderly and infirm in the province of Saskatchewan.

24. As such, Goshen asserts that the SHA individually, and as endorsed and abetted by the Saskatchewan Ministry of Health, engaged in anti-competitive acts as contemplated under S. 79 of the *Competition Act*.
25. In addition to this entrenched position of market dominance, the SHA has a very close operating relationship with the Ministry of Health for Saskatchewan. The SHA as a legislatively created non-profit corporation that is entrusted with the responsibility of complying directly with all mandates made by the provincial government and instituted through the Ministry of Health. This goes beyond a mere regulatory relationship which exists between all providers of health care services in Saskatchewan. Rather, the SHA is a *de facto* if not explicitly a *de jure* extension of the Provincial Government and is required to comply with all government mandates. For this reason, the actions of the Ministry vis-à-vis Goshen are directly relevant to the consideration of the SHA's dominant position in the market for the care of elderly and infirm in the province of Saskatchewan.
26. As a result of this joint effort by the SHA and Ministry, the most recent development in this matter is the proposed sale of Goshen's business to the SHA a part of the insolvency proceedings. The receiver obtained, considered, and accepted an offer from the SHA to purchase Goshen's assets. On August 25th, 2024, the Court heard arguments regarding the Receiver's application for judicial approval of the proposed sale on Goshen's assets to the SHA. Justice Bergbusch reserved his decision.
27. Although Goshen is unable to disclose the SHA's proposed offer, it is clear to that the SHA is using its dominant market position maras the predominant market player for the care of the elderly and infirm in Saskatchewan, pursuant to (the *Provincial Health Authority Act*), and its relationship with the Ministry of Health, to takeover Goshen's business. Essentially, the SHA seeks to benefit from its anti-competitive practices through the purchase of Emmanuel Care Villa.

28. It would be in the best interests of a competitive market for the Tribunal to bar such a sale and disallow the SHA from benefiting from its anti-competitive practices and violations of the *Competition Law Act*, specifically sections 75 and 79.
29. In summary, SHA's conduct is likely to have the effect of preventing or lessening competition substantially in the market for the care of Saskatchewan's elderly and infirm, in which Goshen has a plausible competitive interest. This effect is not a result of the SHA's superior competitive performance but its statutory dominance and automatic access to substantial public resources that private suppliers such as Goshen do not have access to.

PART III: RELIEF SOUGHT.

30. The Applicant requests the Tribunal to intervene in the proposed sale of Goshen's business to the SHA. Specifically, the Applicant is seeking the following relief from the Tribunal:
- a. Pursuant to Sections 1.1, 78(1), 79(1), 79(2), and 79(3.1) of the *Competition Act*, that the Tribunal bars the proposed sale of the Applicant, Goshen Professional Care Inc.'s ("Goshen") assets, including Emmanuel Villa personal care home, to the Saskatchewan Health Authority ("SHA");
 - b. Pursuant to Sections 1.1 and 75(1) of the *Competition Act*, as long as the applicable market conditions and dynamics subsist, that the Competition Tribunal orders the SHA reinstates the Pilot Project, or in the alternative, enters into a new contractual agreement with Goshen to supply Goshen with public sector Long-term Care residents seeking residential care home services in Saskatchewan.
 - a. Any such further action that this Tribunal deems appropriate.

PART IV: CONCLUSION.

31. Allowing the SHA to benefit from its Refusal to Deal and Abuse of Dominant Position would also greatly undermine the interests of a competitive market as contemplated under S. 1.1 of the *Competition Act*. Goshen seeks the Tribunal's intervention as articulated in the remedies section of this Notice of Application.

October 2, 2024

ALL OF WHICH IS RESPECTFULLY SUBMITTED

Tavengwa Runyowa

Counsel to the Applicant, Goshen Professional Care Inc.
Runyowa Law Professional Corp.
Tavengwa Runyowa.

COMPETITION TRIBUNAL
IN THE MATTER OF the Competition Act,
R.S.C. 1985, c. C-34 (the “Act”);

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