
EASTERN YORK REGION NORTH DURHAM (EYRND) ONTARIO HEALTH TEAM

COLLABORATION AGREEMENT

This Collaboration Agreement is made as of Month XX, 2020 between and among:

Add OHT Team Member Names

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### 1.1 BACKGROUND

Over the years, the signatories to this Agreement (the "**Team Members**") have enjoyed a history of working together. The Team Members wish to build on their previous collaborations, create new ones and work together to provide a continuum of health care and support to individuals accessing health care programs and services in Eastern York Region and North Durham. The intention is that the Team Members will work as an integrated care delivery system under the *Connecting Care Act* when and if the EYRND OHT receives its designation as such from the Minister of Health.

This Agreement governs how the Team Members will work together to achieve their shared vision of providing integrated care and support to individuals accessing health care programs and services in Eastern York Region and North Durham.

**FOR VALUE RECEIVED**, the Team Members agree as follows:

## ARTICLE 1: INTERPRETATION

### 1.2 DEFINITIONS

a. **"Agreement"** means this collaboration agreement, and includes all schedules, which form a part hereof, as amended from time to time.
b. **"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory holidays observed in Ontario.
c. **"Caregiver"** means everyone involved (paid and un-paid), from doctors to families, social workers, or spiritual advisors, contributing in the delivery of care and services.
d. **"Collaboration"** means a co-operative relationship in which all participants work jointly towards a common goal and may include shared roles, management and resources.
e. **"Confidential Information"** means information of a Team Member that by its nature is confidential and proprietary information that is disclosed to a receiving Team Member but does not include information that: (a) was known to or received by the receiving Team Member prior to its receipt from the disclosing Team Member (unless acquired on a confidential basis), and such knowledge or receipt is documented; (b) was public knowledge at the time received by the receiving Team Member, or later became public knowledge through no fault of the receiving Team Member; (c) was independently developed by a Team Member without reference to the Confidential Information previously disclosed by a Team Member. Confidential Information includes all information meeting the above qualifications regardless of the form in which it is given.
f. **"*Connecting Care Act*"** means the *Connecting Care Act, 2019,* S.O. 2019, C. 5 Sched 1, as amended from time to time.
g. **"Effective Date"** means the date of this Agreement above.
h. **"Core Leadership Council"** means the group described in Section 4.1.
i. **"Eastern York Region North Durham"** means 19 neighbourhoods within the areas of Thornhill, Markham, Stouffville, Uxbridge, and Brock, as shown in Schedule 1.
j. **"EYRND OHT"** means the collaboration comprised of the Team Members, with the intent of forming an integrated care delivery system when and if designated by the Minister of Health, and governed by the terms of this Agreement. ***[NTD: As drafted, this Agreement assumes it will apply before designation as an OHT. If timelines change, some redrafting will be required.]***
k. **"Eastern York Region North Durham Primary Care Association"** means a non-profit unincorporated association representing family practitioners in Eastern York Region and North Durham.


l. **"Individuals seeking care"** means the individuals or families or population of Eastern York Region North Durham and attributed populations being served by the EYRND OHT or a Team Member and should be read to include patients, clients, residents, consumers and persons served (adopted from WHO definition of people-centred care).
m. **"LHIN"** means the Central and Central East Local Health Integration Networks.
n. **"Network**" means a group of providers working together and with the EYRND OHT to select specific Network representatives to serve on the Core Leadership Council and to support the success of the EYRND OHT initiatives as further described in Section 4.1 and Schedule 6.
o. **"OH"** means Ontario Health.
p. **"PHIPA"** means the *Personal Health Information and Protection Act, 2014*.
q. **"Project"** means each opportunity for providing services in an integrated and coordinated manner, identified for implementation in accordance with this Agreement.
r. **"Project Agreement"** means any agreement entered into in respect of a Project.
s. **"Team Members"** means each of the signatories to this Agreement.
t. **"Term"** has the meaning ascribed to it in Section 11.1.

### 1.3 SCHEDULES

The following attached schedules form part of this Agreement.

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|---|---|
| Schedule 1 | Eastern York Region North Durham Map |
| Schedule 2 | Individuals seeking care Engagement Framework |
| Schedule 3 | Eastern York Region North Durham Governance Model and Committee Membership |
| Schedule 4 | Terms of Reference for the Core Leadership Council |
| Schedule 5 | Terms of Reference for the Performance Management Committee |
| Schedule 6 | Terms of Reference for Network Representatives |
| Schedule 7 | Project Principles and Requirements |

### 1.4 INTERPRETATION

In this Agreement, the use of the singular number shall include the plural and vice versa; the use of gender shall include all genders; the word "person" shall include an individual and any entity; and the word "including" or any variation thereof means including, without limitation. The headings in this Agreement are for convenience only, and are not to be used to interpret this Agreement.

### 1.5 NO LIMITATION ON TEAM MEMBER'S AUTONOMY

Nothing in this Agreement shall derogate from a Team Member's ongoing autonomy of its board of directors [(or in the case of a Region of its council)] ***[NTD: Include if a Region is a Team Member.]***, or its right to provide any particular type, or scope, or manner of delivery, of services in accordance with its mission and values, or to safeguard the quality of care and support provided by it, or to exercise its respective rights and meet its respective responsibilities under applicable legislation, regulations, and any government funding agreement. Nothing in this Agreement or in any Collaboration or Collaboration Schedule shall derogate from Individuals seeking care access to all health care and support services available in the community, whether through the EYRND OHT or otherwise.


## ARTICLE 2: ONTARIO HEALTH TEAM

### 2.1 ONTARIO HEALTH TEAM

The Team Members acknowledge that designation as an integrated care delivery system (an Ontario Health Team) will require the signing of an as yet to be determined OHT agreement with the Minister of Health pursuant to the *Connecting Care Act*. The signing of this Agreement does not bind the Team Members to sign such future OHT agreement.

### 2.2 NAME

Once designated, the name of the integrated care delivery system shall be Eastern York Region North Durham Ontario Health Team, unless the name is changed by approval of the Core Leadership Council. The name can be changed by approval of 80% of the Core Leadership Council, as long as it captures the boundaries of Eastern York Region North Durham. Rebranding of the EYRND OHT will not impact the content of this Agreement.

### 2.3 MINISTRIES AND AGENCIES

The Team Members acknowledge that they share a commitment to work together and with the Ministry of Health and OH as an integrated care delivery system. They acknowledge they will use commercially reasonable efforts to work with other government ministries and agencies to seek sources of funding and to deliver on their shared missions.

### 2.4 PROJECT PARTICIPANTS

Nothing in this Agreement prevents the EYRND OHT or any Team Member from working with other service providers in a project or other collaboration.

## ARTICLE 3: GUIDING PRINCIPLES/VALUES

### 3.1 GUIDING PRINCIPLES

The Team Members, in collaboration with other health and social service providers, primary care physicians, and patient and Caregiver representatives, developed the following guiding principles from the Individuals seeking care perspective to be used when developing integrated care Projects:

a. The EYRND OHT will provide access to care 24/7 with a single point of contact to help Individuals seeking care to navigate their care journey and to help them understand the care options available to them.
b. The Individuals seeking care, as well as their Caregiver(s), are viewed as equal and integral member(s) of the care team with the information and support being provided, where their choices and preferences are respected, and they receive competent care from professionals involved in their care.
c. Holistic well-being is considered in all decision-making where care providers and Individuals seeking care as well as their Caregivers have open and honest conversations free from stigma and any form of discrimination.
d. Individuals seeking care are provided with support that enables them to live as independently as possible and be as engaged as possible in their communities
e. Individuals seeking care have the opportunity for their voices to be heard in policy, planning, and decision-making.
f. Individuals seeking care know how to access effective complaint and appeal procedures when their rights are not protected or respected.


Furthermore, the EYRND OHT committed to the principles of the provincial Patients Declaration of Values (Appendix 1) as a standard in developing the integrated system.

## ARTICLE 4: GOVERNANCE

### 4.1 NETWORKS

The Team Members hereby establish the following five Networks:

- Acute Care;
- Home and Community Services;
- Social Services/Non-Health Service Providers;
- Long-Term Care; and
- Regional.

Each Network will have one or more representatives appointed to the Core Leadership Council, as set out in Schedule 4. The roles and responsibilities for Network representatives are set out in Schedule 6.

### 4.2 CORE LEADERSHIP COUNCIL

The Team Members hereby establish the Core Leadership Council as the governing body of the EYRND OHT. The composition, mandate, and processes for the Core Leadership Council are set out in Schedule 4.

### 4.3 INDIVIDUALS SEEKING CARE, CAREGIVERS AND PRIMARY CARE INVOLVEMENT IN GOVERNANCE

Individuals seeking Care, Caregivers and the Primary Care Advisory Council will have a governance voice in accordance with this Agreement, including Article 5 and Schedule 4.

### 4.4 PERFORMANCE MANAGEMENT COMMITTEE

The Team Members hereby establish a Performance Management Committee. The composition, mandate, and processes for the Performance Management Committee are set out in Schedule 5.

### 4.5 AD HOC COMMITTEES

The Team Members may establish ad hoc committees on an as needed basis to support the work of the EYRND OHT. ***[NTD: Team Members can establish committees under this provision and Core Leadership Team can establish subcommittees under its terms of reference.]***

## ARTICLE 5: ENGAGEMENT OF INDIVIDUALS SEEKING CARE AND PHYSICIANS

### 5.1 INDIVIDUALS SEEKING CARE /CAREGIVERS/COMMUNITY RESIDENTS

The EYRND OHT will engage Individuals seeking care, Caregivers and community residents in operational, project, strategic, and governance related discussions and issues. The EYRND OHT will actively include Individuals seeking care, Caregivers and community resident representatives in service delivery model co-design, project-specific planning, and future-looking discussions as the EYRND OHT evolves towards maturity. The EYRND OHT is also committed to having Individuals seeking care and Caregiver representation on the Core Leadership Council as set out in the Core Leadership Council Terms of Reference (Schedule 4). The EYRND OHT use the EYRND OHT Individuals seeking care Engagement Framework to guide ongoing engagement activities (Schedule 2).


### 5.2 PRIMARY CARE

The Team Members recognize the importance of including the primary care perspective in planning and decision making of the Core Leadership Council and in the development and implementation of Projects. The chair of the Primary Care Advisory Council will represent the voice of the Eastern York Region North Durham Primary Care Association at the Core Leadership Council as set out in the Core Leadership Council Terms of Reference (Schedule 4). The Primary Care Association Agreement and the relevant Terms of Reference agreement for the Primary Care Advisory Council can be found in Appendix 2.

## ARTICLE 6: COLLABORATIONS AND PROJECT IMPLEMENTATION

### 6.1 COLLABORATIONS

Over time, the Core Leadership Council may define the population priorities for consideration by the Team Members and others. These decisions shall be made following engagement and advice from the full membership of the EYRND OHT, including Individuals seeking care and Caregivers. The populations chosen for priority work in the first year of the EYRND OHT are individuals with **mental health and addictions** and people living with **dementia** and their Caregivers.

### 6.2 IMPLEMENTING PROJECTS

The implementation of each Project shall be determined as follows:

a. The Core Leadership Council shall identify one or more initiatives as an opportunity for a Project implementation that will forward the strategic goals of the EYRND OHT.
b. Each Project will be consistent with the provision of this Agreement but may have its own unique requirements.
c. The Core Leadership Council shall authorize and approve the plan for each Project that is brought forward for consideration. The Core Leadership Council shall be guided by the principles and requirements in Schedule 7 for reviewing and approving the Projects and/or additional criteria set forward by the Ministry of Health.
d. The plan for each Project shall set out relevant considerations, terms, and conditions, as applicable, for the specific Project.
e. Where appropriate given the nature of the Project, the Core Leadership Council shall develop a Project Agreement consistent with the plan approved by the Core Leadership Council and setting out the details of each Project and any parameters set by the Core Leadership Council.
f. The Project Agreement shall be mutually agreed upon and executed by the relevant Team Members and any other participants in the Project.
g. All Project Agreements shall be approved and executed in accordance with the respective Team Member's delegation of authority policy.
h. This Agreement shall govern each Project unless the terms of a Project Agreement provide otherwise. *[NTD: Deleted (h) because it may be interpreted to prohibit mid-Project mergers of Team Members, which I don't think is the intention. Section 1.5 addresses No Limitation of Autonomy.]*

### 6.3 COMPLIANCE

Before implementing a specific Project and during the Term, each Team Member shall ensure that its participation in the Project complies with any applicable laws and regulations, industry and professional standards, and its own constating documents and policies.


### 6.4 TEAM MEMBER'S INTELLECTUAL PROPERTY

Ownership of intellectual property existing as of the Effective Date, including any derivatives, improvements, or enhancements to such intellectual property thereafter, or newly developed intellectual property developed by a Team Member following the Effective Date for the sole use of that Team Member, is not affected by this Agreement, and no Team Member shall have any claims to or rights in any such intellectual property of another Team Member, except as may otherwise expressly be provided in a Project Agreement or other separate written agreement between and/or among the Team Members.

### 6.5 INTELLECTUAL PROPERTY DEVELOPED IN COLLABORATION

Intellectual property (if any) developed under a Project Agreement shall be dealt with in accordance with the intellectual property provisions of that Project Agreement.

### 6.6 ACCESSIBLE INFORMATION

Each Team Member shall make all documents related to each Project accessible to the other Team Members participating in the Project and their representatives as required in order to enable each Team Member to meet all of its respective legislated reporting requirements. Information shall be accessible in compliance with the Employment Standard of the Accessibility for Ontarians with Disabilities Act (AODA).

### 6.7 COLLABORATIONS WITH OTHERS

The Team Members acknowledge that they will each have other contractual and service obligations and business relationships outside of the EYRND OHT and that they will endeavour to ensure that such obligations and relationships are not in conflict with the vision and priorities of the EYRND OHT. Where a conflict exists, this shall be brought forward and declared to the Core Leadership Council. The Team Members commit to seek opportunities for collaboration with one another; however, they recognize there may be opportunities for collaborations outside the EYRND OHT.

a. VOLUNTARY INTEGRATION WITH OTHERS

If a Team Member is contemplating an integration with another entity that will have a significant impact on the vision and guiding principles of the EYRND OHT, then it shall notify the Core Leadership Council in writing at least 90 days before the completion of such integration. The written notice shall describe:

i. Name of the entity;
ii. Terms of the proposed integration; and
iii. Assessment of the impact, if any, of the proposed integrations on the EYRND OHT.

Within 21 days of receipt of the notice, the Core Leadership Council shall assess the impact of the proposed integration on the EYRND OHT and deliver a written report with recommendations to the Team Members. If any Team Member objects to the proposed integration, it shall deliver a notice advising the Core Leadership Council of its objection within 21 days of receipt of the report and the matter will be submitted to the dispute resolution provisions of this Agreement.

In the event of dissolution or bankruptcy of a Team Member, the EYRND OHT will survive and this Agreement will not be impacted.


b. **INVOLUNTARY INTEGRATION**

The Team Members recognize that the LHIN or the Minister of Health may order an integration involving one or more of the Team Members with one or more third parties. The Core Leadership Council shall meet and develop a recommendation to the Team Members as to the impact of such integration on this Agreement, the EYRND OHT, and each Project and whether any amendments are required to this Agreement or a Project or Project Agreement. The Team Member shall endeavor to continue this Agreement and each Project unless any Team Member determines it is not feasible to do so where the essential benefits of this Agreement or a Project will not be realized by the EYRND OHT. If any Team Member makes this determination and any other Team Member does not agree, the matter will be submitted to the dispute resolution provisions of this Agreement.

### 6.8 RIGHT TO EXAMINATION

Each Team Member shall retain all of its books and records made solely in connection with a Project in accordance with its own record retention policies, and shall make them open to examination by the authorized representatives through the Performance Management Committee, acting reasonably, which may make copies and take extracts thereof at the sole cost of the requesting Team Member. Each Team Member shall provide facilities during regular business hours for such examinations and shall furnish all such related information as the representatives of another Team Member may from time to time may reasonably require with respect to such books and records.

## ARTICLE 7: PRIVACY AND SECURITY

### 7.1 PRIVACY

a. The Team Members intend that the EYRND OHT will operate as a coordinated collective of organizations, digitally supported by secure messaging technology and a common electronic patient information system for the purpose of managing the healthcare system and for quality improvement or evaluation. The EYRND OHT shall over time, if reasonably possible, phase in technological supports for full digital integration.
b. The Team Members will share personal information and personal health information with one another for the purposes of providing care, and coordinating its provision, in accordance with PHIPA (where applicable) and other applicable laws.
c. Team Members will enter into a data sharing agreement in respect of sharing personal health information with one another for all other purposes.

### 7.2 SECURITY

Each Team Member shall use appropriate administrative, technological, and physical safeguards for the storage and handling of personal health information that ensures that its security and confidentiality are maintained in accordance with PHIPA and other applicable laws and consistent with good practice in the health sector. The Team Members shall not collect , access, use, modify, copy, destroy, or disclose to any third party outside of the EYRND OHT any personal health information except to the extent necessary to serve the health care and support needs of the Individual seeking care and with the consent of the Individual seeking care or otherwise as permitted or required by applicable laws.The Team Members agree that they will not use any personal health information that is not owned/domain to their organization, for the purposes of solicitation for any reason, including solicitation for financial donations.


## ARTICLE 8: CONFIDENTIALITY

### 8.1 CONFIDENTIALITY

Each Team Member shall use reasonable efforts to prevent disclosure of Confidential Information of the other Team Members to any third party (using at least the same care as it uses for its own confidential and proprietary information), and shall not disclose any such Confidential Information except:

a. With written consent of the relevant Team Member;
b. To the extent that disclosure is necessary to meet applicable laws, regulations, or governmental or public authority directives or other requirements; or
c. As permitted under the terms of this Agreement.

### 8.2 LOSS OR COMPROMISE OF CONFIDENTIALITY

If a Team Member discovers any loss or compromise of Confidential Information of another Team Member, it will notify the relevant Team Member promptly and cooperate with it to mitigate the loss or compromise. Upon request, each Team Member shall return or destroy (with certification to the relevant Team Member) all Confidential Information of the relevant Team Member that it is not required to retain by applicable laws or other requirement. However, each Team Member may, at its option, retain one copy of the Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement. Each Team Member may use the Confidential Information to exercise its rights and protect its interests under this Agreement, and otherwise, as required by applicable laws.

### 8.3 EYRND OHT PUBLIC NOTICES, MEDIA RELEASES, AND SOCIAL MEDIA

All notices to third parties and all other publicity and communications, including social media, concerning this Agreement or the EYRND OHT shall be jointly planned, coordinated, and approved by the Core Leadership Council or delegate authority such as a Co-Chair or more suitable representatives of the Core Leadership Council, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Core Leadership Council (such approval not to be unreasonably withheld or delayed), except where required to do so by applicable laws or the regulations or requirements of any government or governmental or regulatory authority of competent jurisdiction. The spokespersons for the EYRND OHT shall be appointed by the Core Leadership Council.

### 8.4 JOINT SUBMISSIONS TO GOVERNMENT AND THIRD PARTIES

The Team Members shall use reasonable efforts to cooperate in preparing joint submissions to government bodies or other third parties that relate to this Agreement or the EYRND OHT. The Core Leadership Council may, at any time, determine if a Team Member will be a lead contact for the OHT for an identified submission. This will be confirmed with the Team Member's consent.

## ARTICLE 9: TRANSPARENCY AND DISCLOSURE

### 9.1 DISCLOSURE

Team Members shall engage in on-going communication so that they may realize the benefits of this Agreement. If a Team Member becomes aware of any fact or circumstance that may impede or harm that Team Member's or another Team Member's ability to perform its obligations under this Agreement or a Project Agreement, it will, as soon as

reasonably possible, notify the Core Leadership Council and the other Team Members of the nature of such fact or circumstance and its actual or anticipated impact so that the Team Members through the Core Leadership Council may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

## ARTICLE 10: DISPUTE RESOLUTION

### 10.1 DISPUTE RESOLUTION

a. The Team Members shall use their best efforts to avoid issues and disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Team Member's interests. The Team Members shall use their best efforts to resolve any issues and disputes that might arise in a collaborative manner through informal discussion and resolution. To facilitate and encourage this informal dispute resolution process, the Team Members involved in the issue or dispute shall use their best efforts to jointly develop a written issues statement describing the facts and events leading to the issue or dispute and listing potential options for its resolution.

b. If these efforts do not lead to a resolution, any Team Member involved in such issue or dispute shall refer it to the Core Leadership Council, which shall, acting in good faith, work to resolve the issue or dispute in an amicable and constructive manner. ***[NTD: The disputing party would remain involved in the dispute resolution process. They would not remove themselves from the Council.]***

c. If the Core Leadership Council members have made reasonable efforts to resolve the issue or dispute, ***[NTD: If there is conflict between Core Leadership Members, then there wouldn't be consensus on a decision and the dispute would remain unresolved and subject to the next step in the process.]*** and it remains unresolved, the Core Leadership Council may appoint a third-party mediator if the Core Leadership Council reasonably believes that a third-party mediator can assist in reaching a resolution. ***[NTD: Mediation is not intended to be binding. This would fetter the discretion of the Boards and we believe the Boards should maintain veto power/autonomy.]***

d. Unless the parties to the mediation otherwise agree, based on considerations of equity given the disparities of resources, each party to the mediation shall pay its own costs of mediation. The costs of the mediator shall be split equally between the parties in dispute; that is, as an example, if one Team Member ("First Party") is in dispute with all of the other Team Members ("Second Party"), then the costs of the mediator shall be split 50% to the First Party and 50% to the Second Party. ***[NTD: The cost of a mediator is a business discussion, not legal. Part of the inventive is to get people to build consensus and the cost might be a disincentive to resort to dispute resolution.]***

e. If the mediator determines that a resolution of the issue or dispute is not achievable, or if, 30 days after the appointment of a mediator, any Team Member decides that the mediation process will not be successful, a Team Member may withdraw from the applicable Project, Project Agreement, or this Agreement in accordance with the provisions in Sections 11. 6 and 11.7.

### 10.2 BOARD DELEGATION OF AUTHORITY TO CORE LEADERSHIP COUNCIL MEMBERS

For greater certainty and notwithstanding any of the other terms of this Agreement, each Team Member's board of directors (and in respect of a Region, its council) reserves its right to determine what authority it will and will not delegate to its Core Leadership Council representative.


## ARTICLE 11: TERM AND TERMINATION

### 11.1 TERM

This Agreement shall commence on the Effective Date and shall continue in effect indefinitely (**"Term"**), unless terminated in accordance with the provisions of this Agreement.

### 11.2 ANNUAL REVIEW OF AGREEMENT

The Team Members shall review the terms of this Agreement, through the Core Leadership Council, on an annual basis.

### 11.3 TERMINATION OF AGREEMENT

The Team Members may, by mutual written agreement, terminate this Agreement at any time. Termination of this Agreement shall not automatically constitute termination of any Project or Project Agreement.

### 11.4 WITHDRAWAL

A Team Member may withdraw from this Agreement upon the provision of 90 days' written notice to the other Team Members. Withdrawal from this Agreement shall not automatically constitute termination of this Agreement or withdrawal from or termination of a Project or Project Agreement.

### 11.5 EXPULSION

A Team Member may be expelled from the EYRND OHT, and thereby cease to be a party to this Agreement. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Agreement or a Project Agreement, no longer agrees to the vision of the EYRND OHT, or is disruptive to the consensual governing process. The Team Members shall first resort to the dispute resolution provisions of this Agreement. If dispute resolution efforts do not lead to a resolution, an expulsion may take place after following these procedures:

a. Eighty percent (80%) of the total number of the Core Leadership Council members, other than the Core Leadership Council member representing the Team Member at issue, must agree at a meeting or in writing that expulsion is advisable.
b. Following such agreement, the Core Leadership Council members referred to in Section 11.5 (a) shall, in writing, notify the Team Member at issue 60 calendar days before the meeting at which the subject will be discussed that it intends to recommend expulsion.
c. If reasonable in the circumstances, as determined by the Core Leadership Council members referred to in Section 11.5 (a), the Team Member may be provided with an opportunity to rectify the issue(s) within a time period reasonably directed by such Core Leadership Council Member(s).
d. If it is not reasonable to allow for an opportunity for rectification or if rectification does not occur within the time period provided to the reasonable satisfaction of the other Core Leadership Council members referred to in Section 11.5(a), such Core Leadership Council members shall make a recommendation for expulsion.
e. 80% of the Team Members, other than the Team Member at issue, shall consider the recommendation referred to in Section 11.5(d) and must, in writing through their authorized signatories, agree to the expulsion. Upon such agreement, this Agreement shall be deemed amended to remove the expelled Team Member as a party.
f. Organizations that have been expelled may apply to be considered for readmission. The process to be followed shall be determined by the Core Leadership Council.

### 11.6 WITHDRAWALS/TERMINATION OF PROJECT AGREEMENT


Unless a Project Agreement provides otherwise:

a. The parties to a Project Agreement may, by mutual written agreement, terminate a Project Agreement at any time provided that at least 90 days' notice is given to the Core Leadership Council; and
b. A party to a Project Agreement may withdraw from the Project Agreement on 90 days' notice to the Core Leadership Council and the other parties to the Project Agreement.

Withdrawal from or termination of one Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project Agreement.

### 11.7 OBLIGATIONS UPON TERMINATION, WITHDRAWAL, OR EXPULSION

A Team Member who terminates, or withdraws, or is expelled from, this Agreement or a Project shall:

a. Honour its financial commitments made up to the date of termination, withdrawal, or expulsion, subject to the provisions of any applicable Project Agreement;
b. Remain accountable for its actions and omissions before the effective date of the termination, withdrawal, or expulsion; and
c. Remain accountable to reasonably fill any resource or service gaps left by the terminating, withdrawing, or expelled Team Member(s). The EYRND OHT shall ensure that representations at the Performance Management Committee is without conflict to reasonably inform decisions related to termination, withdrawal, or expulsion.

## ARTICLE 12: GENERAL

### 12.1 INDEPENDENT CONTRACTORS

The relationship between the Team Members under this Agreement is that of independent contractors. *[NTD: This means that the liabilities of the parties are several (each is responsible for itself) and not joint and several (not shared in common) as they would be in a partnership, joint venture, etc.]* This Agreement is not intended to create a partnership, agency, or employment relationship between the Team Members. No Team Member shall have the power or authority to bind another Team Member or to assume or create any obligation or responsibility, expressed or implied, on another Team Member's behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Team Member. Each Team Member shall be responsible and liable for its own employees, agents, and subcontractors, unless otherwise agreed to by the Team Members in a Project Agreement.

### 12.2 BOARD ENGAGEMENT

Team Members with governing boards of directors will engage their respective boards to position their organization to learn and improve rapidly in contributing to EYRND OHT efforts and organize cross-board processes as needed to build trusted relationships between and among the Team Members.

### 12.3 NOTICES

Where in this Agreement any notice or other communication is required to be given or made by a Team Member, it shall be in writing and is effective if sent by any means, including electronic means, addressed to the Team Member for whom it is intended at the address mentioned below, and any such communication shall be deemed to have been received if by registered mail, when the postal receipt is acknowledged by the Team Member, if by electronic means,

one Business Day after having been sent and if by mail, three Business Days after being mailed. The address of a Team Member may be changed by notice in the manner set out in this provision. *[NTD: Need to insert addresses for service.]*

12.4 ENTIRE AGREEMENT

With respect to its subject matter, this Agreement contains the entire understanding of the Team Members and supersedes and replaces all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the Team Members respecting the subject matter hereof.

12.5 AMENDMENT

Subject to Sections 11.4 and 11.5, this Agreement may be amended only by written agreement signed by the Team Members. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this Agreement, the Team Members shall work cooperatively to amend this Agreement to accommodate such change. Unless a Schedule provides otherwise, a Schedule may only be amended by the Team Members. A Project Agreement may be amended in accordance with the provision of the Project Agreement without necessitating an Agreement amendment.

12.6 ASSIGNMENT

No Team Member may assign its rights or obligations under this Agreement without the prior written consent of the Team Members. This Agreement enures to the benefit of and binds the Team Members and their respective successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 6.7(b), a Team Member may assign this Agreement without consent in the event of a health system decision of the LHIN or integration order of the Minister of Health under the *Local Health System Integration Act, 2006* or the *Connecting Care Act.*

12.7 NO WAIVER

No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Team Member entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision.

12.8 SEVERABILITY

Each provision contained in this Agreement is distinct and severable, and any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision shall not affect the validity or enforceability of any other provision of this Agreement; provided that the essential benefits of this Agreement will still be realized by the Team Members.

12.9 SURVIVAL

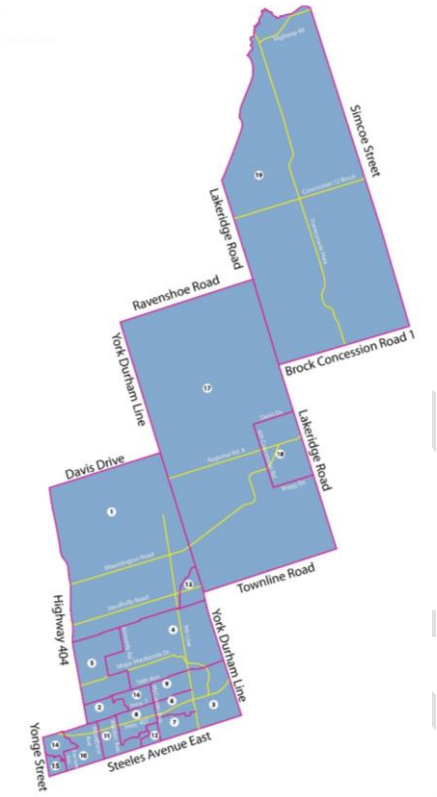
The provisions of this Agreement which by their own terms take effect on termination of this Agreement or which by their nature survive termination of this Agreement (such as provisions relating to privacy, confidentiality, and liability), shall continue in full force and effect and survive such termination.

12.10 GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the


federal laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement.

SCHEDULE 1: EASTERN YORK REGION NORTH DURHAM




Eastern York Region and
North Durham Catchment Area

01 - Ballantrae-Stouffville
02 - Buttonville
03 - Cornell
04 - Markham 16th
05 - Markham Cathedral
06 - Markham Central East
07 - Markham East
08 - Markham Hagerman
09 - Markham Village
10 - Markham West
11 - Milliken West
12 - Milliken East
13 - Stouffville
14 - Thornhill North
15 - Thornhill South
16 - Unionville
17 - Uxbridge Rural
18 - Uxbridge Urban
19 - Brock


## SCHEDULE 2: INDIVIDUAL SEEKING CARE ENGAGEMENT FRAMEWORK

### Person with Experience (PWE)

To simplify language and represent all groups the term Person with Experience (PWE) will be used in this document. The purpose of the PWE role is to collaborate, guide, inform, and partner in the development of the EYRND OHT through the collective voice of those with experience with health care from the perspective of Individuals seeking care, Caregivers, peers and persons with lived experience throughout all levels of the EYRND OHT. The term PWE is inclusive of all the groups represented above.

### Strategic Goal

Integrate experience, knowledge, engagement, and excellence to support a healthy community.

### Guiding principles

Partnership: Meaningful engagement requires true partnership with PWE. Everyone should feel comfortable openly expressing their needs, perspectives, and concerns and be comfortable recognizing good work.

Organization Preparedness: Healthcare professionals and organizations are prepared to support meaningful engagement with PWE.

Learning: PWE and healthcare professionals should expect to learn about each other's perspectives and experiences, current issues, and how to improve.

Transparency: PWE and healthcare professionals need to be willing to share their apprehensions, resource limitations, and knowledge gaps.

Responsiveness: Wherever possible, healthcare professionals and organizations act upon the voices of PWE and the general public.

Respect: Healthcare professionals and organizations are respectful of their PWE, and show appreciation for their time, ideas, lived experiences, worldviews, and culture.

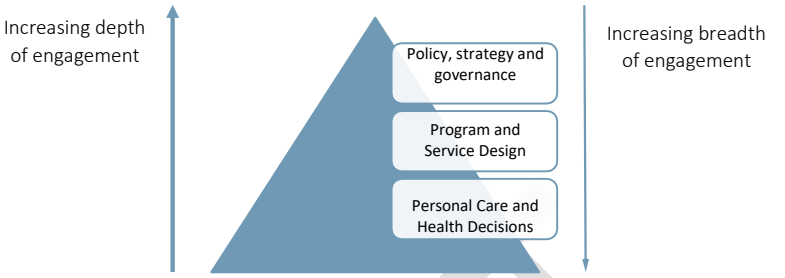
(Modified from the HQO Patient Engagement Framework and the CAMH Patient and Family Engagement Roadmap)


Engagement Domains and Approaches

| | SHARE<br>Provide easy-to-understand and access health information. | CONSULT<br>Get feedback on a health issue, policy or decision. | COLLABORATE<br>Partner to address issues and apply solutions. Discuss issues and explore solutions. |
|---|---|---|---|
| **PERSONAL CARE AND HEALTH DECISIONS** | PWE receives information about their health concern. | PWE are asked about their preferences in the treatment/care/support plan. | Care provider and PWE discuss treatment/care/support options. Treatment/care/support decisions are made based on the PWE preference, evidence |
| **PROGRAM AND SERVICE DESIGN** | Organization shares information about services and programs that will be co-designed. | Organization surveys PWE about their care needs and experiences. PWE provide recommendations as part of Action Teams and Core Leadership Council. | PWE co-lead and partner with the organization to design and evaluate programs and services. |
| **POLICY, STRATEGY AND GOVERNANCE** | Organization shares information about the OHT. | Organization seeks feedback from PWE. | PWE co-lead and partner with the organization to make policy and strategic decisions. |

(Modified from the HQO Patient Engagement Framework and the Patient and Family Engagement Framework (Carman et al., 2013))

This engagement framework acknowledges that Program and Service Design engagement activities and Policy, Strategy, and Governance engagement activities will engage fewer PWE; however, engagement activities will be more in-depth and often ongoing. When considering engagement activities, it is important to consider the goals of the engagement activity and the skills and experience of the PWE that are sought.




**Key Performance Indicators**

Engagement Key Performance Indicators (KPIs) are still in development. The goal of the working group is to identify 3-5 leading and lagging KPIs to measure adherence to this engagement framework.

Key Performance Indicators may include:

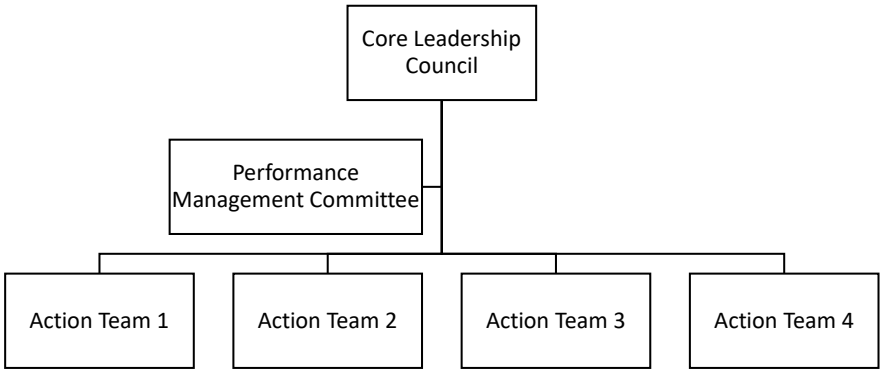
- The number of PWE registered as part of Core Leadership Council (leading)
- The number of PWE participating in engagement activities (leading)
- A PWE is represented at all appropriate working groups (leading)
- PWE satisfaction with engagement activities (leading)
- Decisions result in better patient outcomes and experience (lagging)

**Enablers**

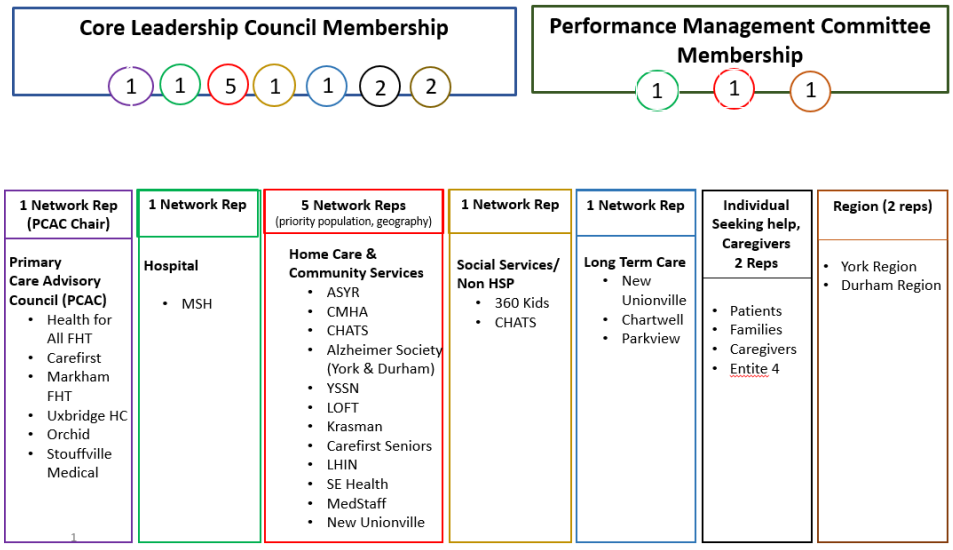
Recruitment strategies and other tools to remove barriers to PWE participating in engagement activities

- A culture of quality improvement and regular engagement activities.
- Role descriptions for PWE advisors and compensation where appropriate. Compensation will not be considered when individuals are employed or compensated by another organization for their contributions.
- Education for PWE on their role, the health issue(s) at hand, organizational resources and expectations.
- Post-engagement follow-up surveys with PWE to ensure a mutually beneficial relationship.
- A supportive and inclusive working environment where accommodations for accessibility needs are identified and provided.

SCHEDULE 3a: EASTERN YORK REGION NORTH DURHAM GOVERNANCE MODEL AND COMMITTEE MEMBERSHIP



## SCHEDULE 3b: MEMBERSHIP AT EASTERN YORK REGION NORTH DURHAM CORE LEADERSHIP AND PERFORMANCE MANAGEMENT COMMITTEES



## SCHEDULE 4: TERMS OF REFERENCE FOR THE CORE LEADERSHIP COUNCIL

| CORE LEADERSHIP COUNCIL TERMS OF REFERENCE<br>Capitalized terms used throughout these Terms of Reference have the meaning ascribed thereto in the Agreement to which these Terms of Reference are a Schedule. | |
|---|---|
| MANDATE | The role of the Core Leadership Council is to provide a forum for the Team Members to plan, design, and implement the EYRND OHT. The role and responsibilities of the Core Leadership Council include to:<br>Planning and Priorities:<br>• Establish an overall strategic plan for EYRND OHT and develop an annual work plan consistent with the strategic plan;<br>• Approve the population priorities for EYRND OHT;<br>• Approve the branding for EYRND OHT; and<br>• Authorize and approve Projects and Project Agreements.<br>Quality and Risk<br>• Review and collaborate on quality standards and performance and quality improvement for EYRND OHT;<br>• Develop a risk management process for issues that could negatively impact the EYRND OHT; and<br>• Review and monitor safety and quality standards.<br>Resources and Accountability<br>• Endorse guidelines for the allocation and sharing of costs and resources, including funding earmarked for the EYRND OHT and as well as human resources, capital, and facilities and costs related to supporting the work of the EYRND OHT;<br>• Review and collaborate on financial performance, resource allocation and use, best practice and innovation;<br>• Review clinical and financial accountability standards; and<br>• Review and approve standards for cyber security risk.<br>Engagement and Reporting<br>• Authorize a joint communications strategy including communication to stakeholders and the community; and<br>• Engage with and seek input from the respective sectors on a periodic basis.<br>Governance and Compliance<br>• Evaluate and identify areas of improvement in the integrated leadership and governance structure of the EYRND OHT on an ongoing basis;<br>• Establish a standardized process to identify and admit additional team |

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| | members to the EYRND OHT;<br>• Facilitate dispute resolution;<br>• Discuss compliance with, and amendments to, these Terms of Reference, the Agreement or a Project Agreement; and<br>**Other**<br>• Perform the roles assigned to the Core Leadership Council under the Agreement. |
| **SUBCOMMITTEES** | The Core Leadership Council may establish one or more subcommittees, programs, working groups, or action teams to assist it in fulfilling its role. Where established, the Core Leadership Council shall approve the terms of reference of the subcommittees, programs, working groups, or action teams. |
| **MEMBERSHIP** | The Core Leadership Council shall consist of the following voting Core Leadership Council members:<br>• The chair the Acute Care Network;<br>• The chair of the Home and Community Services Network;<br>• The chair of the Social Services/Non-Health Service Providers Network;<br>• The chair of the Long-Term Care Network;<br>• The chair of the Region Network;<br>• Four additional representatives of the Home and Community Services Network;<br>• Two additional representatives of the Region Network;<br>• The chair of the Primary Care Advisory Committee; and<br>• Two representatives who are Individuals seeking care or Caregivers.<br>***[NTD: Are these all voting? Do you wish to request specific attributes, skills or experiences from any Core Leadership Council members?]***<br>Core Leadership Council members may, at their own discretion, identify a delegate with decision-making authority to attend on their behalf. Advanced notice to be provided to the Co-Chairs of the Core Leadership Council.<br>While one individual may serve on more than one Network, no individual may hold more than one seat on the Core Leadership Council.<br>The Core Leadership Council shall determine a selection process for its representatives who are not serving as a chair of a Network or the Primary Care Advisory Committee, ensuring appropriate diversity to represent the multicultural area. |
| **CHANGES IN MEMBERSHIP** | A Network, the Primary Care Advisory Committee, or the Individuals seeking care and Caregivers may replace its representative on the Core Leadership Council or appoint a temporary alternative with consent of the Core Leadership Council, which shall not be unreasonably withheld. ***[NTD:*** |

**Commented [MP1]:** All voting – Specific experience: Expertise planning and delivering services for Year 1 target Population and geography presence in our OHT catchment

| | |
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| | ***Removed contradiction between own discretion and CLC approval. Can Core Leadership Council ask to have a Network replace their representative(s)?]]*** |
| CO-CHAIRS | The Core Leadership Council shall have two Co-Chairs, who shall be elected by a majority vote of the Core Leadership Council. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in the deliberations and making of all decisions or recommendations to be made by the Core Leadership Council. |
| MEETINGS AND MINUTES | Meetings will be held at the call of the Co-Chairs, or by two-thirds of the Core Leadership Council members. The Co-Chairs will determine the meeting procedures. Agendas will be sent in advance and will indicate if decisions are known to be required. Meeting minutes will document a summary of deliberations and recommendations. Meetings may be by any available technology. The Core Leadership Council shall meet at least six times per year or as otherwise agreed to by the Core Leadership Council. |
| QUORUM | Quorum will be 80% of Core Leadership Council members present in person or electronically. ***[NTD: Consider what this means for consensus decision making. If 20% do not attend and later do not like a decision, do they go through dispute resolution? Will there be a step first to confirm their alignment with the decision made? This is contradictory to the second bullet below.]*** If a Core Leadership Council member is not able to attend, the Core Leadership Council member may but shall not obligated to:<br>• With the consent of the Core Leadership Council, which shall not be unreasonably withheld, send a designate and such designate shall be included in determining quorum and may vote, or<br>• Consent to the meeting proceeding in the Core Leadership Council member's absence by so informing a Co-Chair and in such case the Core Leadership Council member shall be deemed to have consented to all business transacted at the meeting for which prior notice and information is provided in advance. It is the responsibility of the absent Core Leadership Council member to contact a Co-Chair as soon after the meeting as possible to gain information on decisions made at the meeting.<br>If quorum is not present, the Core Leadership Council members present may meet for discussion purposes only and no decisions shall be made. |
| DECISIONS | Unless otherwise specified in these terms of reference or in the Agreement or in a decision framework adopted by unanimous agreement of the Core Leadership Council, decisions will be made by consensus.<br>Consensus means that each ***[NTD: Consider 80% quorum requirement.]*** Core Leadership Council member in attendance at a meeting is prepared to |

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| | support the decision or, if applicable, present it to their respective organization even if they do not agree with the decision/recommendation.<br>If consensus cannot be reached, the Core Leadership Council shall resort to sections Article 10 (c)-(e) of the dispute resolution provisions of the Agreement.<br>Core Leadership Council members will be expected to demonstrate fairness and a commitment to in-depth evaluation of a matter under review and to endeavor to put communities and populations of Eastern York Region North Durham and the success and sustainability of the EYRND OHT above their respective organizations. |
| CONFIDENTIALITY | The Core Leadership Council members shall respect the confidentiality of information received by and discussions of the Core Leadership Council. |
| POLICIES | The Core Leadership Council may adopt policies and procedures to support the work of the Core Leadership Council. |
| ACCOUNTABILITY AND REPORTING | It is acknowledged that each Team Member is responsible to determine the scope of authority delegated to its respective Core Leadership Council member in respect of EYRND OHT activities.<br>Each Core Leadership Council member shall act within the scope of authority delegated to the Core Leadership Council member by its respective Team Member [or by the Primary Care Advisory Council] and shall report, and be accountable, to its respective board of directors, or in the case of a Region, to its council. |
| AMENDMENT | These Terms of Reference shall be amended only with the written agreement of all Team Members. |

REVIEWED

These Terms of Reference will be reviewed annually. Date of Last Review: MONTH, 2020

## SCHEDULE 5: TERMS OF REFERENCE FOR THE PERFORMANCE MANAGEMENT COMMITTEE

| Performance Management Committee<br>Capitalized terms used throughout these Terms of Reference have the meaning ascribed thereto in the Agreement to which these Terms of Reference are a Schedule. | |
|---|---|
| MANDATE | The role of the Performance Management Committee is to create a "just culture" by supporting the Core Leadership Council, and to build capacity amongst the Team Members to thrive in the OHT environment.<br>The Performance Management Committee's responsibilities are to act in an advisory capacity to the Core Leadership Council, and to:<br>• Recommend and review clinical and financial accountability standards developed by the Action Teams;<br>• Develop recommendations for the allocation and sharing of costs and resources, including funding earmarked for the EYRND OHT and as well as human resources, capital, and facilities and costs related to supporting the work of the EYRND OHT;<br>• Approve and review safety and quality standards;<br>• Identify risk issues and consider risk allocation mitigation and corrective actions in respect of EYRND OHT activities;<br>• Develop an Individual seeking care complaints and significant event process for issues that impact more than one Team Member;<br>• Ensure compliance with all reporting requirements;<br>• Receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the EYRND OHT;<br>• Submit financial reports to the Core Leadership Council on a monthly basis and retain financial records for at least seven years; and<br>• Provide strategic advice regarding the healthcare system to the Core Leadership Council for consideration as necessary or appropriate. |
| MEMBERSHIP | The Core Leadership Council shall determine the size and composition of the Performance Management Committee, including the required attributes and expertise. The Performance Management Committee shall consist of sector representatives with performance management expertise and capacity. The Networks will nominate candidates for appointment by the Core Leadership Council. |
| CHAIR | The Performance Management Committee shall have a Chair, who shall be elected by a majority vote of the Core Leadership Council The Chair shall participate in the deliberations and making of all decisions or recommendations. |

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| MEETINGS AND MINUTES | Meetings will be held at the call of the Chair. The Chair may determine the meeting procedures. The agenda will be distributed in advance of the meeting. Meeting minutes will document deliberations. Meetings may be by any available technology. |
| QUORUM | Quorum will be 100% of Performance Management Committee members present in person or electronically. |
| CONFIDENTIALITY | Members and their invited guests shall respect the confidentiality of information received by and discussions of the Performance Management Committee. |
| POLICIES | The Performance Management Committee may adopt policies and procedures to support the work of the Performance Management Committee. |
| AMENDMENT | These Terms of Reference shall be amended only with the written agreement of the Core Leadership Council. ***[NTD: Confirm.]*** |

REVIEWED

These Terms of Reference will be reviewed annually. Date of Last Review: MONTH, 2020.

## SCHEDULE 6: TERMS OF REFERENCE FOR NETWORK REPRESENTATIVES

| **Network Representatives Terms of Reference**<br>Capitalized terms used throughout these Terms of Reference have the meaning ascribed thereto in the Agreement to which these Terms of Reference are a Schedule. | |
|---|---|
| **NETWORKS** | The Team Members have established the following five Networks:<br>• Acute Care;<br>• Home and Community Services;<br>• Social Services/Non-Health Service Providers;<br>• Long-Term Care; and<br>• Regional.<br>The Core Leadership Group may, at any time, add one or more Networks. |
| **ROLE** | Each Network constitutes a group of providers working together and with the EYRND OHT to select specific Network representatives to serve on the Core Leadership Council and to support the success of the EYRND OHT initiatives. Each Network |
| **MANDATE** | Each Network shall:<br>• participate in the selection process of its own Core Leadership Council representative(s), in accordance with the selection process determined by the Core Leadership Council;<br>• pay membership fees set by the Core Leadership Council; and<br>• participate in EYRND OHT engagement forums when requested by the Core Leadership Council (e.g., Access and Navigation, Primary Care Resources, Digital Health, Communications, etc.).<br>***[NTD: We believe the role should be focused on establishing the Core Leadership Council table and other engagement described generally. It might be better to leave details to Core Leadership Council to work out and not prescribe them here.]*** |
| **MEMBERSHIP** | Each Team Member shall belong to one or more Network(s).<br>Additionally, the Core Leadership Council may admit additional providers to membership in one or more Network(s); provided they have:<br>• identified the Network(s) to which they are seeking admission;<br>• signed a Commitment of Membership in the form prescribed by the Core Leadership Council; and ***[NTD: We could either attach a form of Commitment of Membership to this Schedule as an Appendix or leave this language as drafted and simply make it available when needed.]***<br>• paid the membership fee(s) set by the Core Leadership Council.<br>Failure to pay any annual membership fee may result in expulsion from the Network, as determined by the Core Leadership Council. |

| | |
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| CHAIR AND ADDITIONAL CORE LEADERSHIP REPRESENTATIVES | Each Network shall elect a chair. The chair shall represent the Network as a member of the Core Leadership Council.<br>Subject to the Terms of Reference of the Core Leadership Council, those Networks with more than one representative serving on the Core Leadership Council shall submit for selection by the Core Leadership Council such additional representatives to serve on the Core Leadership Council and, in doing so, shall consider appropriate diversity to represent the multicultural area.<br>The chair and any additional representatives shall have expertise in planning, funding, and delivery of services across the EYRND OHT catchment area. *[NTD: Do you wish to add any specific attributes, skills or expertise?]* |
| MEETINGS AND MINUTES | The chair may determine the frequency of Network meetings and Network meeting procedures. The majority of members may request that the chair call a meeting. The agenda will be distributed in advance of the meeting. Meeting minutes will document deliberations. Meetings may be by any available technology. |
| QUORUM | Quorum for a Network meeting will be a majority of the members present in person or electronically. |
| CONFIDENTIALITY | All Network members and any invited guests shall respect the confidentiality of information and materials received by them, including discussions of the Network and its members. |
| POLICIES | Each Network may adopt policies and procedures to support its work. |
| AMENDMENT | These Terms of Reference shall be amended only by the Core Leadership Council. *[NTD: The Agreement says Team Members and the Network Tables document says Network Tables. I think this should be the Core Leadership Council.]* *Correct: Core Leadership* |

**Commented [MP2]:** Please specify if have suggestions.

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REVIEWED

These Terms of Reference will be reviewed annually. Date of Last Review: MONTH, 2020.

## SCHEDULE 7: PROJECT PRINCIPLES AND REQUIREMENTS

1) **The following principles will guide the development, implementation, and documentation of each Project:**
   a. respect for each Team Member's mission and the EYRND OHT guiding principles;
   b. accountabilities to be clear and transparent;
   c. adhere to the guiding principles and vision of the EYRND OHT;
   d. where appropriate, each Project will have specified strategic objectives, performance measures, and evaluation processes;
   e. semi-annual evaluation of each Project to review and monitor progress, determining value, and achievement of progress and desired outcomes; and
   f. as appropriate, legal, financial, and audit compliance requirements will be addressed.

2) **Each Project Agreement will include, as applicable, provisions with respect to:**
   a. scope of services to be provided by each Team Member and Team Member accountabilities and responsibilities;
   b. costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, unexpected expenses, etc.;
   c. human resource considerations;
   d. reporting;
   e. third-party approvals;
   f. intellectual property;
   g. dispute resolution provisions if the provision of Article 10 of the Agreement are not to apply;
   h. term and termination and withdrawal/expulsion;
   i. consequences of termination/withdrawal/expulsion; including a process for return of management functions, clinical and support services and asset distribution on termination of the Project; and
   j. liability, indemnification, and insurance requirements.

3) **Costs and financial contribution for each Collaboration will be set out in the Project Agreement. For each Project, costs and financial contribution will be consistent with the following principles:**
   a. allocation of costs to be agreed in advance and are to be guided by principles of equitable allocation recognizing that Team Members are publicly funded and offering a range of services to the community;
   b. the direct cost of all shared positions shall be allocated in a proportionate basis which may be based on time spent or the respective budgets of each organization for that service or on such other basis as the Team Members may agree;
   c. in the event of the termination of any of the shared or jointly appointed positions, the Team Members shall share proportionally, as determined by section 3(b) above, all costs

associated with such termination on a basis to be agreed;

d. at the request of any Team Member, the Team Members will in good faith negotiate and agree to any mid-year adjustments to reflect changes in the scope of services provided during the year; and
e. the Team Members will annually review financial contributions and evaluate methodology of cost allocation.

## Appendix 1:

### Patient Declaration of Values for Ontario

Respect and Dignity

1. We expect that our individual identity, beliefs, history, culture, and ability will be respected in our care.
2. We expect health care providers will introduce themselves and identify their role in our care.
3. We expect that we will be recognized as part of the care team, to be fully informed about our condition, and have the right to make choices in our care.
4. We expect that families and caregivers be treated with respect and seen as valuable contributors to the care team.
5. We expect that our personal health information belongs to us, and that it remain private, respected and protected.

Empathy and Compassion

1. We expect health care providers will act with empathy, kindness, and compassion.
2. We expect individualized care plans that acknowledge our unique physical, mental and emotional needs.
3. We expect that we will be treated in a manner free from stigma and assumptions.
4. We expect health care system providers and leaders will understand that their words, actions, and decisions strongly impact the lives of Patients, families and caregivers.

Accountability

1. We expect open and seamless communication about our care.
2. We expect that everyone on our care team will be accountable and supported to carry out their roles and responsibilities effectively.
3. We expect a health care culture that values the experiences of Patients, families and caregivers and incorporates this knowledge into policy, planning and decision making.
4. We expect that Patient/family experiences and outcomes will drive the accountability of the health care system and those who deliver services, programs, and care within it.
5. We expect that health care providers will act with integrity by acknowledging their abilities, biases and limitations.
6. We expect health care providers to comply with their professional responsibilities and to deliver safe care.

Transparency

1. We expect we will be proactively and meaningfully involved in conversations about our care, considering options for our care, and decisions about our care.
2. We expect our health records will be accurate, complete, available and accessible across the provincial health system at our request.
3. We expect a transparent, clear and fair process to express a complaint, concern, or compliment about our care and that it not impact the quality of the care we receive.

Equity and Engagement

1. We expect equal and fair access to the health care system and services for all regardless of language, place of origin, background, age, gender identity, sexual orientation, ability, marital or family status, education, ethnicity, race, religion, socioeconomic status or location within Ontario.
2. We expect that we will have opportunities to be included in health care policy development and program design at local, regional and provincial levels of the health care system.

*Note: The purpose of this Patient Declaration of Values, drafted by the Minister's Patient and Family Advisory Council in consultation with Ontarians, is to articulate patients' and caregivers' expectations of Ontario's health care system. The Declaration is intended to serve as a compass for the individuals and organizations who are involved in health care and reflects a summary of the principles and values that patients and caregivers say are important to them. The Declaration is not intended to establish, alter or affect any legal rights or obligations, and must be interpreted in a manner that is consistent with applicable law*.

## Appendix 2

Provider Guiding Principles

1. Providers work to establish **shared goals** that reflect patient and caregiver priorities, and can be clearly articulated, understood, and committed to by all team members.
2. Providers establish **clear role expectations** for each team members' functions, responsibilities, and accountabilities to optimize team efficiency.
3. Providers commit to earning each other's' **trust,** creating strong norms of reciprocity and greater opportunities for shared achievement.
4. The team prioritizes **effective communication** and continuously refines its communication skills ensuring consistent channels for candid communication which are used by all team members.
5. Providers commit to **measurable processes and outcomes** by agreeing on and implementing reliable and timely feedback on successes and failures in both the functioning of the team and achievement of the team goals.

Adapted from: Best Practices Innovation Collaborative of the Institute of Medicine (2012)

## Appendix 3

**Eastern York Region North Durham Ontario Health Team**

**Primary Care Advisory Council**

Terms of Reference

**Purpose:**

The Eastern York Region North Durham (EYRND) Primary Care Advisory Council (PCAC) is responsible for developing recommendations for the integration of primary care into the EYRND OHT. The PCAC responsibilities include the following:

- To provide collaborative advice and leadership for the implementation of the EYRND OHT strategic plan and specifically:
    - **Priority 1:** *Access and navigation*
        - Increase Primary Care coordination, including patient transitions between service providers along the continuum of care
        - Improve access to high quality care for the EYRND attributed population
        - Engage and collaborate with primary care providers and system planners to better support the patient journey
    - **Priority 2:** *Strengthen support and resources for primary care providers*
        - Increase the integration of primary care within the broader continuum of care
        - Two-way engagement between primary health care providers and system planners
        - Improve the interface between chronic disease management and primary care
    - **Priority 3:** *Digital connectivity*
        - Collaboration on digital connectivity
        - Facilitate virtual connectivity across primary care and with other healthcare and service providers
        - Honour patient privacy above all while expanding digital options
    - **Priority 4:** *Community education and engagement*
        - Promote patient self-management, self-assessment, health literacy, and patient and caregiver empowerment
        - Promote caregiver awareness and inclusion as part of care planning
- To seek feedback from primary care providers from different sectors in co-designing an integrated care model
- Collaborate with other groups and committees both within the OHT and outside the OHT to better improve engagement

**Scope of Work:**

| "IN" Scope | "OUT" of Scope |
|---|---|
| *The PCAC Will:*<br>• Share knowledge, experience and best practices pertaining to primary care<br>• Provide recommendations to the EYRND OHT with regards to standardization, coordination, access, and quality of care<br>• Support the implementation of the EYRND OHT strategic direction<br>• Review strategy, management and educational materials for the OHT | *The PCAC Will Not:*<br>• Undertake decision-making regarding remuneration of physicians<br>• Family Health Team operation plan<br>• Address patient-specific issues or concerns |

**Guiding Principles:**

The PCAC will embrace and adhere to the following guiding principles:

- All members are committed to the OHT values, vision, mission, and strategic priorities. All members will work in a respectful, professional, collaborative, and empowering manner to model excellent diversity and equity practices.
- All members will recognize and respect the diversity of personal experiences, skills, expertise, communication styles, and leadership styles within the group.
- The Council will strive to ensure health equity is a key component of its work, utilizing tools such as HEIA Framework.

**Roles and Responsibilities:**

***Role of the PCAC Members:***

The purpose and mandate of the Council are outlined above. As such, members will assume the following responsibilities to achieve this purpose:

- Provide advice and strategic direction on the planning, development and implementation of specific primary health care initiatives to the OHT Core Leadership Council.
- Provide advice and strategic direction on the alignment of primary care providers and organizations to improve system integration and enhance patient care.

- Communicate and engage with local primary care colleagues to gather feedback through formal and informal mechanisms, such as rounds, electronic updates, practice visits, journal clubs etc. in order to advise the Council and to share key messages back to the primary care community.
- Council may be asked to promote the EYRND OHT strategic directions, new initiatives back to their respective communities, in partnership with the OHT staff.
- Serve as a resource to the local primary care community to answer questions on PCAC and OHT activities and direction.

*The Role of the PCAC Chair will be to:*

- Lead meetings to ensure advancement of the agenda within the timelines allocated for specific agenda items.
- Facilitate meetings to ensure input is solicited from members and each member has an equal voice.
- Organize the structure and function of the PCAC, ensuring responsiveness and effectiveness.
- Consolidate the recommendations and action items from the PCAC and report progress to EYRND OHT Core Leadership Council for endorsement and approval.
- Represent the primary care sector at EYRND OHT Core Leadership Council.

Membership

The PCAC Chair & members shall serve for 2-year overlapping terms. The membership of the PCAC includes six individuals; one to be an administrator from FHT and five physicians with representations across the following domains:

- Community and geography
- Clinical area of practice
- Practice models (FHO vs FHG vs FFS)

Of the five physicians, one will serve as the PCAC Chair. This individual shall be elected by the Physician Association members.

*Optional*: The PCAC may consider adding allied health and patient/Caregiver representation future membership. As such, Terms of Reference may be amended by council.

Other subject matter experts will be engaged as required.

### Reporting Relationships

The PCAC reporting relationships are as follows:

- Through the PCAC Chair, the PCAC will report recommendations to the EYRND OHT Core Leadership Council.
- The PCAC will consult with other Action Teams as needed (e.g., Access and Navigation, Primary Care Resources, Digital Health, Communications, etc.).

### Frequency of Meetings

The PCAC will meet monthly for two hours. Additional meetings will be held at the discretion of the PCAC Chair, and/or if the majority of members request a meeting. Alternative meeting formats (i.e. teleconference) will be considered.

### Decision-Making Process

Decisions about termination require 50% plus one of the total number of members. Other decisions are subject to discussion at the PCAC to determine process.

### Quorum Requirements

Quorum of the PCAC will be 50% plus one of its membership. To constitute a formal meeting a majority of members must be in attendance.

### Secretariat Support

EYRND OHT shall provide Secretariat support to the PCAC.

### Compensation

An honorarium will be provided to all members of the PCAC. The specific amount of the honorarium is to be decided.

THIS **ASSOCIATION AGREEMENT** made as of the 22nd day of January, 2020.

**BETWEEN: (to include all of the OHT physicians)**
**Dr.**
**Dr.**
**Dr.**

(collectively referred to as the "Physicians")

**WHEREAS** the Physicians desire to constitute a group arrangement as an unincorporated association (the "Association") in order to select representative physicians for the Eastern York Region North Durham (EYRND) Ontario Health Team (OHT) Primary Care Advisory Council (PCAC) and to approve or reject amendments proposed with respect to changes to the composition of the PCAC and any alteration to or renewal of the fundamental terms of the EYRND OHT Agreement and/or the Accountability and Services Agreement with Ontario Health;

**AND WHEREAS** the parties have entered into participation agreements with EYRND OHT for the purposes of fulfilling obligations under the EYRND OHT Accountability and Service Agreement;

**AND WHEREAS** in constituting the Association, the Physicians desire to set out certain administrative procedures and covenants which are fundamental to the operation of the Association;

**AND WHEREAS** the Physicians agree to conduct their affairs in a manner that promotes participation, collegiality, democracy, transparency, and cooperation.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants and agreements contained herein, the Physicians covenant and agree with each other as follows:

## ARTICLE 1. INTERPRETATION

### 1.01 Definitions
In this Agreement, unless the context otherwise requires, the following additional definitions shall apply and the definitions in the OHT Accountability Service Agreement and the EYRND OHT Agreement are incorporated by reference herein:

### 1.02 Governing Law
This Agreement shall be governed by and construed in accordance with the laws of Ontario.

### 1.03 Gender
The use of the terms "he" and "his" shall also mean the feminine, and the neuter gender when referring to an incorporated Physician.

### 1.05 Conflicts
In the event of any conflicts or inconsistencies between the terms of this Agreement and those of the EYRND OHT Collaborative Agreement, the terms of the EYRND OHT Collaborative Agreement shall prevail.

### 1.06 Meetings and Quorum
Unless otherwise stated herein the quorum to transact business at Association meetings shall be 50% plus one Physicians. Proxy voting is permitted by using the proxy form in Schedule "B" or such other form as the Physicians may decide. Electronic voting is permitted if the Physicians so decide.

## ARTICLE 2. ESTABLISHMENT OF THE ASSOCIATION

### 2.01 Purpose of the Association
The Association is established to select representatives for the EYRND OHT PCAC and to approve all amendments to the EYRND OHT Collaborative Agreement.

### 2.02 Name
The name and style of the Association shall be the "Eastern York Region North Durham Physician Association" ("EYRND PA") or such other name as the Physicians may from time to time agree upon. The Association is constituted for administrative purposes only and is not intended to create partnership or any similar form of undertaking.

### 2.03 Term
The Association shall continue until dissolved by a unanimous resolution and shall include any person who has affixed his signature opposite his name on the signing pages hereto, but does not include those persons who may, from time to time, cease to be members of the Association. The admission or withdrawal of a Physician shall not cause the dissolution of the Association.

### 2.04 Group Activities
The Physicians agree that the business of the Association will be carried out based on the attributes of collegiality, cooperation, democracy, participation and transparency.

### 2.05 Meetings
The Physicians shall meet as required to elect members to represent EYRND PA at the PCAC and to vote on proposed amendments on changes to the composition of the PCAC, changes in the organization of PCAC and any alteration to or renewal of the fundamental terms of the Collaborative Agreement and/or the Accountability Service Agreement. Notice of meetings shall be given by the PCAC Chair at least 15 days in advance of the meeting to include an agenda.

## ARTICLE 3. MANAGEMENT OF ASSOCIATION

### 3.01 PCAC Chair

a) The PCAC Chair must be a Physician elected by the EYRND PA for a two-year overlapping term.
b) The PCAC Chair's duties and responsibilities may be described in a written position description approved by EYRND PA and will also include such tasks as are assigned by the Physicians from time to time.
c) The PCAC will decide on the process by which the PCAC Chair may be elected and/or removed from office.
d) The PCAC Chair may receive a stipend as determined by EYRND PA.
e) The PCAC Chair shall be responsible for the day-to-day management of the Association, subject to the direction of the Physicians. Job description including the responsibilities of the PCAC Chair is included as part of the Appendix A.
f) PCAC Chair shall participate at the Core Leadership Council meetings.

### 3.02 Primary Care Advisory Council (PCAC)

The EYRND PA will be engaged in EYRND OHT activities via the PCAC. The Terms of Reference and the membership election of the PCAC is included in Appendix B.

### 3.03 Meetings of the Association

a) Each Physician shall have an equal interest in the Association and shall be entitled to one vote on all Association business.
b) The Physicians shall conduct regular meetings as required within the EYRND OHT catchment area. In addition, any Physician may requisition an Association meeting upon not less than ten days prior written notice to each of the other Physicians. Any such notice shall specify the date and place of such requisitioned meeting and shall include an agenda.
c) The PCAC Chair shall keep minutes of all meetings and send notices as required.
d) Decisions on amendments to the EYRND OHT PA agreement shall be voted on at a meeting or electronically.
e) The EYRND PA will approve any amendments only after approval by two-thirds of Participating Physicians who cast their ballot at a duly organized vote or meeting. Participating Physicians will receive at least ten days' notice of any meeting at which such vote will be taken.

### 3.05 Elections

a) Physicians will vote for six (6) representatives to sit on the PCAC by secret ballot.
b) Interested candidates will apply for the PCAC and PCAC Chair positions separately.
c) The EYRND PA membership will also elect the PCAC Chair.

### 4.0 Entire Agreement

This Agreement constitutes the entire agreement between the Physicians and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the

representations and warranties of the parties. There are no oral representations or warranties among the Physicians of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by all Physicians.

### 5.0 Successors and Assigns

This Agreement shall endure to the benefit of and be binding upon the parties and their respective heirs, successors, estates and assigns.

### 6.0 Severability

In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision(s) shall be deemed not to have been written and shall not affect the validity or enforceability of any other provisions of this Agreement.

### 7.0 Termination from the Association

In the event that a physician chooses to voluntary leave the Association Agreement, the request should be given in writing to the PCAC Chair 60-days in advance for consideration.

Should a member of the Association not comply with the mandate of the Association, values and principles of the EYRND OHT, the majority of the Association (70% of membership) will vote for termination of the member. The member has the right to appeal to present to the PCAC. The PCAC will inform the members of the Association of the result.

All members of the Association should be in good standing with the College of Physician and Surgeons of Ontario (CPSO). Failure to comply with CPSO standards will be an automatic termination from this Association. Upon reinstatement of the license, the physician may apply to become a member of the Association.

Members are required to let the PCAC Chair know of any criminal proceedings. If convicted, automatic termination of membership shall ensue.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto.
Signed, sealed and delivered)

in the presence of)

_____ Dr. _____
Witness Physician

EYRND PHYSICIAN ASSOCIATION Subscription Declaration

TO: All Associates
(hereinafter referred to as the "Association")

AND TO: All current members of the Association (hereinafter referred to as the "Associate Physicians")

IN CONSIDERATION of the Association agreeing to allow me to become a member of the Association, and for other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby declare and agree as follows:

1. I have been provided with a copy of the EYRND OHT Physicians Association dated Month __, 2020. I have read the Agreements, understand them and have had the opportunity to obtain independent legal advice with respect to thereto.

2. I hereby agree to be bound by all terms of the Agreements as a party to the Agreements as if I had signed the Agreements as of the date below written. Without limiting the generality of the foregoing obligation, I also agree as follows:

a. I will fulfil all Physicians' obligations listed in Agreements;

b. In the event that I breach any term of the Association Agreement, the Association and the Associate Physicians shall have the rights set out in the Agreement to terminate my membership in the Association; and

c. If I decide to withdraw from the Association, I shall provide the Association and the Associate Physicians with at least 60 days notice. I understand that in such event, certain provisions of the Agreement continue to be binding upon me including with respect to my ongoing liabilities.

IN WITNESS WHEREOF this Subscription Declaration has been executed by myself on this ___day of _____, 2020.

_____ Dr. _____
Witness Physician

*(Note: To be signed personally or on behalf of a medicine professional corporation. If signed on behalf of a corporation then the words "I have authority to bind the corporation" must appear)*

## Proxy

The undersigned Physician hereby appoints _____as proxy for the undersigned to attend, vote and act for and on behalf of the undersigned at the meeting of the Group to be held on the _____day of _____, 201_, and at any adjournment or adjournments thereof with full discretion to vote this proxy according to the best judgement of the person voting this proxy at the Meeting.

If any amendments to or variations of matters identified in the Notice of Meeting are proposed at the meeting or if any other matters properly come before the meeting, this proxy confers discretionary authority to vote on such amendments or variations of such other matters according to the best judgement of the person voting this proxy at the meeting.

DATED this _____ day of _____, 2020.

_____
Physician

NOTE: This proxy must be dated, signed by the Physician, must appoint another Physician as proxy and must state the Physician's name giving the proxy printed in block capitals.

This proxy may be modified to provide specific instructions concerning votes on particular matters to arise at the meeting. In such events, boxes should be provided designated "For", "Against" or "Abstain from Voting" beside a brief description of the matter.

Where the proxy is given on behalf of a Physician that is a medicine professional corporation, the signatory should include the following: "I have authority to bind the corporation."

# LTC Home Performance Report

Ministry of Long-Term Care

Ontario

## Union Villa

Date Published: January 10, 2020

| START HERE, SELECT HOME → | Union Villa |
|---|---|
| **Address:** | 4300 Highway #7, Unionville, ON L3R 1L8 |
| **Tel:** | 905-477-2822 Ext. 4243 |
| **Licensed Beds:** | 160 |

### The LTC Home Performance Report

This report provides data on indicators selected to measure long-term care home performance in Ontario. There are four different categories of performance measurement, as listed in the image below (1. Resident, 2. Inspections, 3. Enforcement, 4. LTC System).

To view data for a specific home, start by selecting it from the drop-down list at the top of this page. Once a home has been selected, the individual workbook tabs will automatically update to display indicators for that home.

See below for details on the data period being used for each category.

An updated version of this report will be released on a biannual basis.

### About Long-Term Care Homes

Currently, there are 626 licensed long-term care homes in the province of Ontario. All long-term care homes in Ontario are governed by the requirements under the Long-Term Care Homes Act, 2007 and Ontario Regulation 79/10.

**Note**: The ministry is actively working to publish the LTC Home Performance Report for all LTC homes on its public website in the near future.

In the interim, this version of the LTC Home Performance Report is only being shared with Ontario LTC homes. Hence, at present, the information contained in the LTC Home Performance Report is subject to confidentiality. We strongly encourage that no information in this report, in whole or in part, be released, disclosed, disseminated, communicated or reproduced with members outside of the recipient's organization and/or the public.

## CATEGORIES & INDICATORS

### 1 RESIDENT

Residents:

- With worsened symptoms of depression
- Who fell
- Not living with psychosis who were given antipsychotic medication
- That have experienced pain
- With worsened pressure ulcers
- Who were physically restrained

*Data period: 12 months*

### 2 INSPECTIONS

- Critical Incident System (CIS) Inspection resulting in a finding of non-compliance
- Complaint Inspection resulting in a finding of non-compliance
- Re-Issued Compliance Orders *(including High Risk)*
- High Risk Compliance Orders
- Other Compliance Orders *(Not Re-Issued or High-Risk)*

*Data period: 12 months*


### 3 ENFORCEMENT

- Mandatory Management Order (MMO)
- Cease of Admission (COA)
- Director Referral (pattern of consecutive non-compliance)
- Director's Order (DO)

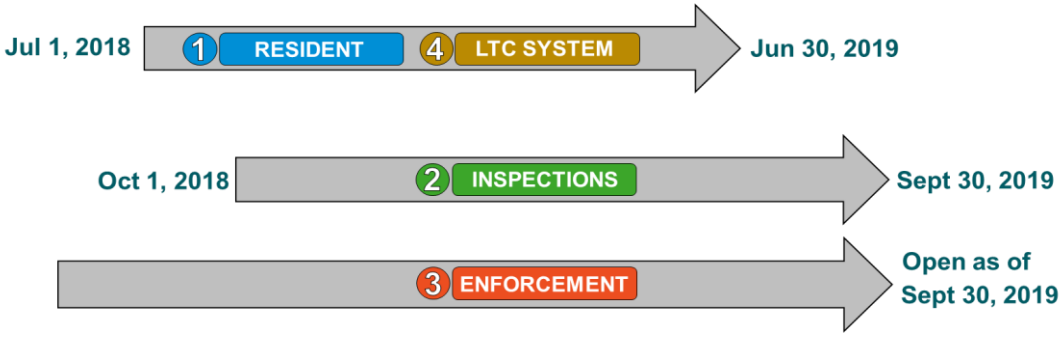
*Data period: 12 months (as of most recent date / open enforcement measures only)*

### 4 LTC SYSTEM

- Number of resident hospitalizations

*Data period: 12 months*

## DATA PERIOD (12 months)



# LTC Home Performance Report

## Ministry of Long-Term Care

Ontario

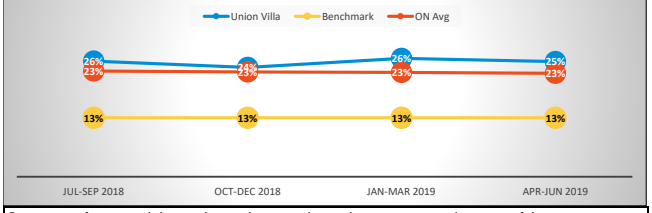
**Union Villa**

**From Jul 1, 2018 to Jun 30, 2019**

## 1. RESIDENT

**Note:** The data below is based on Health Quality Ontario indicators for long-term care home performance in Ontario. These indicators are publicly reported by Health Quality Ontario at https://www.hqontario.ca/System-Performance/Long-Term-Care-Home-Performance

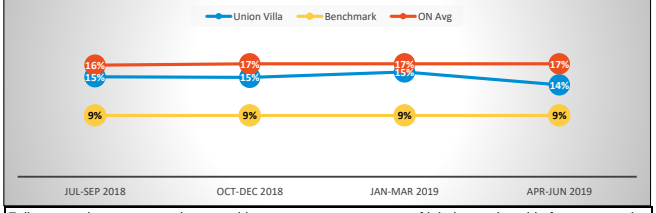
### Residents With Worsened Symptoms of Depression




Symptoms of worsened depression such as growing sadness, anger, anxiety or tearfulness, are associated with a functional decline in long-term care home residents, as well as suffering by their families and caregivers. This indicator captures the percentage of long-term care home residents in the selected home whose symptoms of depression worsened since their last assessment. A lower percentage is better.

The provincial benchmark (i.e. expected standard of performance) for this indicator is 13%.

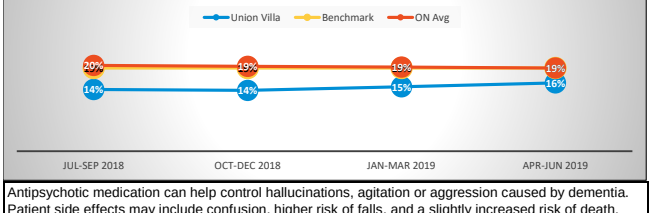
### Residents Who Fell




Falls among long-term care home residents are a common cause of injuries such as hip fractures, and may result in a visit to the emergency department or hospital admission. This indicator captures the percentage of long-term care home residents in the selected home who fell during a 30-day period before an assessment by a health care professional. A lower percentage is better.

The provincial benchmark (i.e. expected standard of performance) for this indicator is 9%.

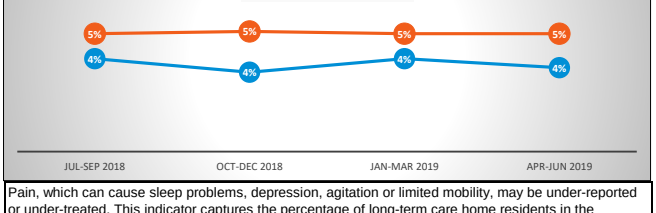
### Residents Not Living With Psychosis Who Were Given Antipsychotic Medication




Antipsychotic medication can help control hallucinations, agitation or aggression caused by dementia. Patient side effects may include confusion, higher risk of falls, and a slightly increased risk of death. This indicator captures the percentage of long-term care home residents in the selected home not living with psychosis who were given antipsychotic medication in the seven days prior to being assessed by a health care professional. A lower percentage is better.

The provincial benchmark (i.e. expected standard of performance) for this indicator is 19%.

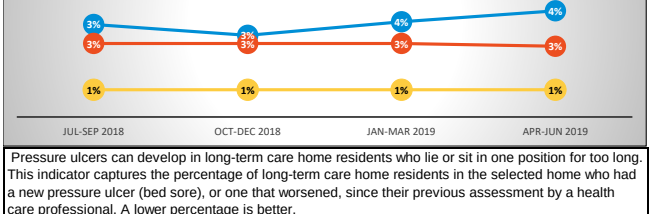
### Residents that have Experienced Pain




Pain, which can cause sleep problems, depression, agitation or limited mobility, may be under-reported or under-treated. This indicator captures the percentage of long-term care home residents in the selected home who experienced moderate pain daily, or any severe pain, during the seven days prior to an assessment by a health care professional. A lower percentage is better.

Note: Health Quality Ontario does not specify a provincial benchmark for this indicator.

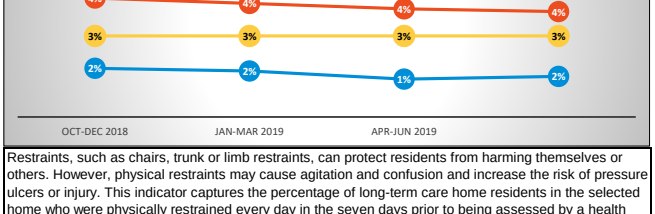
### Residents Who Had Pressure Ulcers




Pressure ulcers can develop in long-term care home residents who lie or sit in one position for too long. This indicator captures the percentage of long-term care home residents in the selected home who had a new pressure ulcer (bed sore), or one that worsened, since their previous assessment by a health care professional. A lower percentage is better.

The provincial benchmark (i.e. expected standard of performance) for this indicator is 1%.

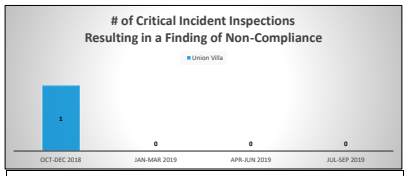
### Residents Who Were Physically Restrained

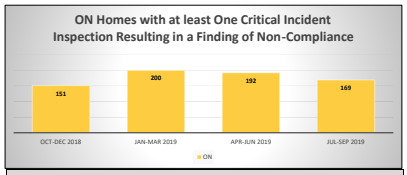



Restraints, such as chairs, trunk or limb restraints, can protect residents from harming themselves or others. However, physical restraints may cause agitation and confusion and increase the risk of pressure ulcers or injury. This indicator captures the percentage of long-term care home residents in the selected home who were physically restrained every day in the seven days prior to being assessed by a health care professional. A lower percentage is better.

The provincial benchmark (i.e. expected standard of performance) for this indicator is 3%.

## 2. INSPECTIONS

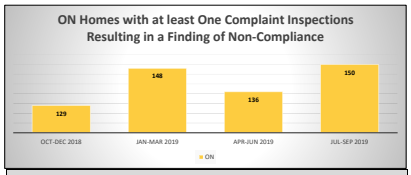



In Jul-Sep 2019:

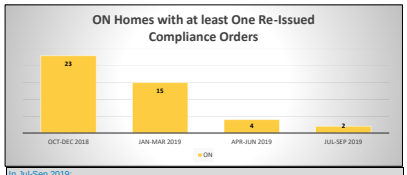
- **169** long-term care homes in Ontario (out of 626 long-term care homes) had at least one CIS inspection resulting in a finding of non-compliance.


Complaint inspections are conducted based on information received from a complainant. This indicator captures the number of Complaint Inspections conducted in the selected home by the ministry, where it was found that the home was non-compliant with at least one requirement under the Long-Term Care Homes Act, 2007.



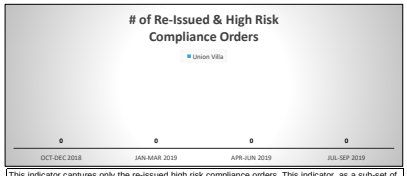

In Jul-Sep 2019:

- **150** long-term care homes in Ontario (out of 626 long-term care homes) had at least one Complaint inspection resulting in a finding of non-compliance.

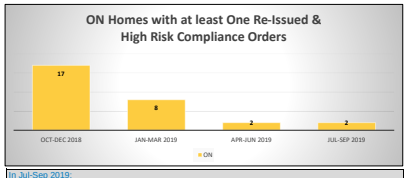




In Jul-Sep 2019:

- **2** long-term care homes in Ontario (out of 626 long-term care homes) had at least one Re-Issued Compliance Order.



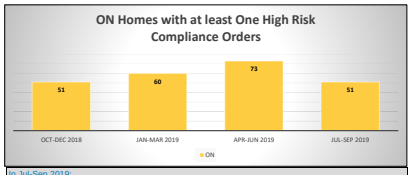

This indicator captures only the re-issued high risk compliance orders. This indicator, as a sub-set of Re-Issued Compliance Orders, captures the number of high risk compliance orders that were re-issued consecutively for the same area of compliance to the selected home, for the selected period.




In Jul-Sep 2019:

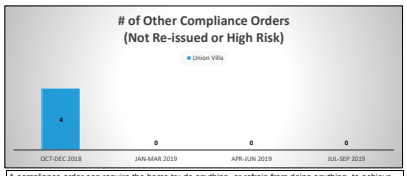
- **2** long-term care homes in Ontario (out of 626 long-term care homes) had at least one high-risk Compliance Order Re-issued.


"High risk" means that the Compliance Order was issued for non-compliance with select legislative/regulatory requirements (see list) that is deemed to have a higher impact on resident well-being and the home's operations. This indicator captures the number of high risk compliance orders that were issued by the ministry to the selected home for the selected period. Compliance orders may be issued if the licensee has failed to comply with a requirement under the Long-Term Care Homes Act, 2007.

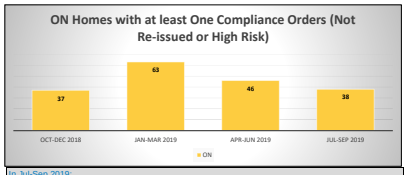



In Jul-Sep 2019:

- **51** long-term care homes in Ontario (out of 626 long-term care homes) had at least one high-risk Compliance Order.




A compliance order can require the home to: do anything, or refrain from doing anything, to achieve compliance with a legislative/regulatory requirement; or, prepare, submit and implement a written plan for achieving compliance with a legislative/regulatory requirement. Compliance orders may be issued if the licensee has failed to comply with a requirement under the Long-Term Care Homes Act, 2007. This indicator captures the total number of compliance orders that are not of high risk, issued to the selected home for the selected period.




In Jul-Sep 2019:

- **38** long-term care homes in Ontario (out of 626 long-term care homes) had at least one none re-issued or high risk Compliance Order issued.

## 3. ENFORCEMENT


The above chart shows enforcement actions, as described below, for the selected home.

Director Referral: Inspectors may refer an issue to the Director when there is ongoing and persistent non-compliance or where a contentious high risk issue has been identified during an inspection. This indicator captures the number of active/open Director Referrals related to a specific area of non-compliance under the Long-Term Care Homes Act for the selected home.

As of Sept 30, 2019, **18 long-term care homes** in Ontario (out of 626 long-term care homes) had at least one Director Referral issued.

Director Order: This indicator captures the number of active/open orders issued by the Director under the Long-Term Care Homes Act, 2007, for the selected home.

As of Sept 30, 2019, **1 long-term care home** in Ontario (out of 626 long-term care homes) had at least one Compliance Order issued by the Director under the Long-Term Care Homes Act, 2007.

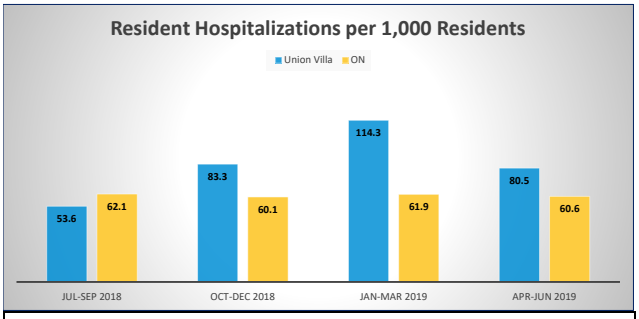
Mandatory Management Order: This is an order made on the licensee by the Director under the Long-Term Care Homes Act, 2007, to retain, at the licensee's expense, one or more persons to manage or assist in managing the LTCH (as per the requirements outlined in section 156 of the Long-Term Care Homes Act, 2007). A Mandatory Management Order is generally issued if there are reasonable grounds to believe that the licensee cannot or will not properly manage the home, or cannot do so without assistance. This indicator captures whether or not the selected home has a Mandatory Management Order issued by the ministry.

As of Sept 30, 2019, **6 long-term care homes** in Ontario (out of 626 long-term care homes) have a Manadatory Management Order in force.

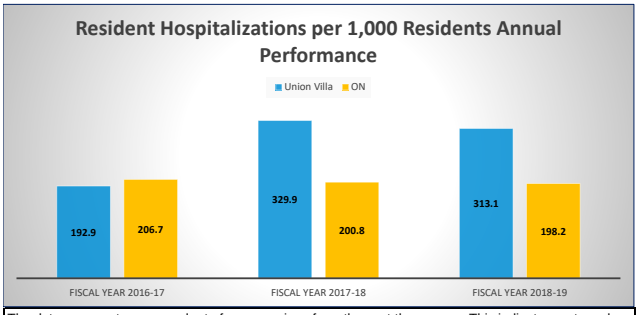
Cease of Admission: Cease of Admissions may be imposed if the Director under the Long-Term Care Homes Act, 2007, believes there is risk of harm to the health or well-being of a resident, or persons who might be admitted as residents, to that home. This indicator captures whether or not the selected home has a Cease of Admission in place for a specified period of time.

As of Sept 30, 2019, **1 long-term care home** in Ontario (out of 626 long-term care homes) have a Cease of Admission order in force.

## 4. LTC SYSTEM




Hospitalization of residents is dependent on various health and clinical factors that cannot be compared with other periods and other homes. (i.e. a higher rate does not necessarily mean poor performance nor does a lower rate necessarily indicate good performance). This indicator captures how many residents were hospitalized and discharged from hospital on a per 1000 residents basis. There is no benchmark for this indicator. **NOTE: If there were fewer than 5 admissions to hospital in a quarter, they will not be displayed in the chart above. Data for LTC Homes with fewer than 5 admissions to hospital in any quarter is excluded in order to protect Personal Health Information.




The data represents an annual rate for comparison from the past three years. This indicator captures how many residents were hospitalized and discharged from hospital on a per 1000 residents basis. **NOTE: If there were fewer than 5 admissions to hospital in a quarter, they will not be displayed in the chart above. Data for LTC Homes with fewer than 5 admissions to hospital in any quarter is excluded in order to protect Personal Health Information.

NUHS Risk Register (Sorted by Risk level) DRAFT v.2020.0210

| REF # | Risk category | Risk name | Senior Lead | Lead | Committee | Key strategy | Program / service | Impact (current) | Likelihood (current) | Risk level (initial) | Risk level (current) | Risk level (Target) | Adequacy of controls | Top risk |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Care | Inadequate Communication and Coordination /not providing resident-centered care | Horne, Julie | Vega, Eli | | Innovative Seniors Care | Long Term Care | Very High | Medium | High | High | | Medium | |
| Unionville Home Society | Facilities | Aging HVAC System | Mickie, Gerald | Mickie, Gerald | Building and Property Committee | A Sustainable Organization | Long Term Care | Very High | Medium | High | High | | Medium | |
| | Human Resources | Recruiment | Chester , Claire | Chester , Claire | Leadership Team | A Healthy Organizational Culture | | High | High | High | High | | Low | |
| | Human Resources | Staff Retention | Chester , Claire | Chester , Claire | Leadership Team | A Healthy Organizational Culture | | High | High | High | High | | Medium | |
| | Information Management/Technology | Aging systems/hardware | Horne, Julie | Horne, Julie | Senior Leadership Team | A Sustainable Organization | Administration | High | Medium | High | High | | | |
| | Human Resources | Scope of Practice/Inadequate Skill Set | Chester , Claire | Horne, Julie | Leadership Team | A Healthy Organizational Culture | | Low | Low | Low | Low | | Very low | |
| | Leadership | Effective Leadership | Crosby, Glenn | Whittamore, Gayle | New UHS Board of Directors | A Sustainable Organization | | Low | Very low | Medium | Low | | Low | |
| | Care | Prevention and Treatment of Pressure Injuries | Vega, Eli | Vega, Eli | Skin and Wound Committee | Innovative Seniors Care | Long Term Care | Medium | Medium | Medium | Medium | Low | Medium | |

New Unionville Home Society

**Risk Assessment Checklists**

Report as of December 31, 2019

| | | | Average implementation score | | |
|---|---|---|---|---|---|
| Checklist Title | Category | HIROC risk rank | 2018 | 2019 | Change in score |
| Patient/Client/Resident Falls | Falls | 1 | 100 | 100 | 0 |
| Visitor Falls | Falls | 2 | 45 | 75 | 30 |
| Failure to Appreciate Status Changes and/or Deteriorating Client/Resident Condition | Medical | 3 | 67 | 83 | 16 |
| Wrongful Dismissal | Employment | 4 | 55 | 85 | 30 |
| Employee Fraud and Mismanagement of Patient/Client/Resident Funds | Administration | 5 | 96 | 96 | 0 |
| Healthcare Acquired Pressure Injuries | Medical | 6 | 65 | 100 | 35 |
| Failure to Pay Benefits/Overtime | Employment | 7 | 50 | 81 | 31 |
| Management of Patient/Client/Resident Complaints | Administration | 8 | 70 | 60 | -10 |

# Operationalizing the Strategic Plan – Leadership Brainstorming Session – January 2020

## Innovative Seniors Care

- Become a Best Practice Spotlight Organization (BPSO) through RNAO by building on recent success in Skin and Wound program and implementation of Think Research CST
- Dementia-friendly home – explore Butterfly, Eden Alternative, revised staffing model
- Increase staffing ratio and/or broader job descriptions (e.g., housekeeper/care aide) – would require partnership with the union
- Living wall – grow food for meals, cooking program
- Greenhouse
- Annual presentations by our home at AdvantAge Ontario – sharing/celebrating our successes
- Replacement of kitchen oven with a combi oven (convection, steam, and both together) would improve food quality, potential efficiencies in preparation/cooking

## A Sustainable Organization

- Invest in technology – start with computer renewal, MS Office/365
- Update investment policy to generate increased return to put back into operations
- Explore options for WG dining room – conversion to rental space (now or when YR building includes café in Seniors Hub)
- Retirement/assisted living (addition to UHS building)
- Improve profitability of UCCS
- Recycling/waste management – expand program, make greener decisions
- Integrated risk management process that directs resources where needed
- Philanthropy – board giving, staff giving, planned giving
- Re establish better process for monthly financial analysis and discussion
- Flexible staffing model / in-house staffing agency

## Healthy Organizational Culture

- Succession planning – staff development, continuity
- Org structure – commitment to positions/staffing model – reduce changes (history of changes when individuals leave to accommodate work/outputs)
- Ownership and accountability – job descriptions and clear expections

- Process/procedure documentation that is up-to-date
- EE resource/intranet
- Achieve CARF Accrediation – involve more staff in prep, make quality part of who we are/what we do (CARF standards as a living document/guide)
- Recruitment/retention/recognition
- Visibility/recruiting at job airs
- Increase # of student placements
- Diversity lens
- Staff engagement / social committee
- Strategy for aging workforce (average age is 49.8, more than 10% of staff are age 65+)
    - Flexibility for shifts
    - Revised positions/responsibilities
    - Equipment resources to ease "load"
- Leadership training – performance management/coaching
    - For all supervisors and up (RPN, RN etc and managers)
- Extend financial training for management team

Strong Partnerships

- Family resources – participation on committees/projects
- New family welcome night
- Board/leadership engagement – build connections between Board members and management – board to be more visible to staff
- Partner with other homes for training and development – e.g. workplace investigations training with others & then share resource/conduct un-biased inquiries for each other
- Staff / labour management / labour relations
    - Could we eliminate the union
    - Need to continue without ONA for RN's
    - Keep dietary as non-union
- Increase # of adult volunteers, provide day time assistance – potentially recruit from WG & Heritage Village (feeding, portering, friendly visiting)

Central **LHIN** | **RLISS** du Centre

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Markham, ON L3R 9T8
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Toll Free: 1-866-392-5446
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www.centrallhin.on.ca

February 6, 2020

Ms. Julie Horne
Interim CEO
New Unionville Home Society
4300 Highway 7
Unionville ON L3R 1L8

Dear Ms. Horne:

**Re: 2020-21 Service Accountability Agreement**

As the Interim Chief Executive Officer of Ontario Health indicated on November 14, 2019, it is expected that your 2020-21 Multi-Sector Service Accountability Agreement (MSAA) will be with Ontario Health. This letter provides further information on the process, timeline and plan going forward.

Attached please find a Notice of Amendment and an Amending Agreement with respect to your MSAA to extend it to June 30, 2020 with minimal amendments to reflect legislative changes and to simplify the anticipated transition of the MSAA to Ontario Health from your LHIN. You are asked to have the Amending Agreement duly signed on behalf of your organization and returned to Alethia Henderson at Alethia.Henderson@lhins.on.ca no later than March 15, 2020. While the MSAA will remain with the LHIN, as of March 31, 2020, it is our expectation that your MSAA will be transferred to Ontario Health by Minister's transfer order. The three-month extension will help to enable changes to the MSAA that will address the Ministry of Health and Ontario Health priorities.

Ontario Health and the LHINs are working closely to effect a smooth transition process. Until you are notified otherwise, the Central LHIN and Edin Wong, Team Lead, Community and Long-Term Care (Edin.Wong@lhins.on.ca) will be responsible for the administration of your MSAA. Please continue to direct all communications to Edin Wong.

Yours sincerely,

On behalf of: Scott McLeod
Transitional Regional Lead, Ontario Health (Central Region)
CEO for Central, Central West, Mississauga Halton and North Simcoe Muskoka LHINs

cc. Matthew Anderson, CEO, Ontario Health
Karin Dschankilic, Vice President, Performance, Corporate Services and CFO, Ontario Health (Central Region) | Central Local Health Integration Network

Attach (2): (1) Notice of Amendment and (2) MSAA Amending Agreement

Ontario

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February 6, 2020

**DELIVERED BY E-MAIL**

Ms. Julie Horne
Interim CEO
New Unionville Home Society
4300 Highway 7
Unionville ON L3R 1L8

Dear Ms. Horne:

**LHSIA S.20 NOTICE Re: MSAA**

The *Local Health System Integration Act, 2006* requires the Central Local Health Integration Network (the "LHIN") to notify a health service provider when the LHIN proposes to enter into, or amend, a service accountability agreement with that health service provider.

The LHIN hereby gives notice that it proposes to amend one or more existing service accountability agreements currently in effect between the LHIN and your organization, on or before March 31, 2020.

Should you have any questions, please contact Edin Wong, Team Lead, Community and Long Term Care at 905-948-1872 ext. 7940 or by email at Edin.Wong@lhins.on.ca.

Sincerely yours,

On behalf of: Scott McLeod
Transitional Regional Lead, Ontario Health (Central Region)
CEO for Central, Central West, Mississauga Halton and North Simcoe Muskoka LHINs

cc. Glenn D. Crosby, Board Chair, New Unionville Home Society
Karin Dschankilic, Vice President, Performance, Corporate Services and CFO, Ontario Health (Central Region) | Central Local Health Integration Network

# MSAA AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (the "Agreement") is made as of the 31st day of March, 2020

**B E T W E E N:**

**CENTRAL LOCAL HEALTH INTEGRATION NETWORK** (the "LHIN")

**AND**

**NEW UNIONVILLE HOME SOCIETY** (the "HSP")

**WHEREAS** the LHIN and the HSP (together the "Parties") entered into a multi-sector service accountability agreement that took effect April 1, 2019 (the "MSAA");

**AND WHEREAS** the Parties wish to amend the MSAA in the manner set out in this Agreement;

**NOW THEREFORE** in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

**1.0 Definitions.** Except as otherwise defined in this Agreement, all terms shall have the meaning ascribed to them in the MSAA. References in this Agreement to the MSAA mean the MSAA as amended.

**2.0 Amendments.**

2.1 Agreed Amendments. The MSAA is amended as follows.

a) All references to "LHIN" are deleted and replaced with "Funder", with the exceptions of the defined term "LHIN" as a party to the agreement, and section 6.1(b) only in reference to the integrated health service plan which remain unamended.

b) The first four paragraphs of the part of the MSAA entitled "Background" are deleted and replaced with the following.

"This service accountability agreement is entered into pursuant to the *Local Health System Integration Act, 2006*, with the expectation that it will be transferred by means of a transfer order issued by the Minister of Health under the *Connecting Care Act, 2019* (the "CCA"), from the LHIN as funder to Ontario Health, which is a Crown agency which, pursuant to the CCA, has the power to provide funding to health service providers and integrated care delivery systems in respect of health services .

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP."

c) All references to "LHSIA" are deleted and replaced with "the Enabling Legislation", with the exceptions of the defined term "LHSIA" in section 1.1, and section 6.1(b) and section 8.1(b) in reference to LHSIA sections 5(m.1) and (m.2)" which remain unamended.

d) The defined term "MOHLTC" and its definition are deleted and replaced with the following.

""**Ministry**" means, as the context requires, the Minister or the Ministry of Health and Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;".

e) All references to "MOHLTC" are deleted and replaced with "Ministry".

In addition to the foregoing, the MSAA is further amended as follows.

f) In section 1.1, the definition of "Accountability Agreement" is amended by deleting ", currently referred to as the Ministry LHIN Accountability Agreement".

g) In section 1.1, the definition of "Confidential Information" is amended by deleting ": (1)", and by deleting "; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA".

h) In section 1.1, the definition of "Digital Health" is amended by deleting "has the meaning ascribed to it in the Accountability Agreement and".

i) In section 1.1, the definition of "LHIN Cluster" is deleted.

j) In section 1.1, the definition of "Mandate Letter" is amended by adding "the" before "Ministry" three times.

k) In section 1.1, the definition of "Minister" is deleted and replaced with:

““**Minister**” means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;”.

l) The following definitions are added to section 1.1:

““**CCA**” means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;”

““**Enabling Legislation**” before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect means the CCA;”

““**Funder**” before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect means Ontario Health;”

““**Ontario Health**” means the corporation without share capital under the name Ontario Health as continued under the CCA;”

““**Transfer Order**” means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health;”.

m) In section 2.2, “section 20(1) of” is deleted.

n) Section 3.4(a) is deleted and replaced with “assist the Funder to implement Digital Health priorities of the Funder;”.

o) In section 3.4(b). “the” is added after “providers by” and again after “set by”.

p) In section 3.4(c), “in the LHIN Digital Health plan” is deleted and replaced with “by the Funder”.

q) In section 3.4(d), “the LHIN Cluster Digital Health plan” is deleted and replaced with “the Funder’s Digital Health priorities”.

r) In section 3.5.1, “Guide to Requirements and Obligations of LHIN French Language Services” is deleted and replaced with “Guide to Requirements and Obligations Relating to French Language Services”.

s) The first sentence of the last paragraph of section 6.1(b) is deleted and replaced with:

"If applicable, it will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect the Funder's priorities and initiatives."

t) In section 6.2(a), "its local" is deleted and replaced with "the".

u) Section 6.2(b) is deleted and replaced with:

**"Integration**. The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services."

v) In section 6.3(a)(2), "whether within or outside of the LHIN" is deleted twice and replaced both times with "anywhere".

w) In section 6.3(b), "section 27 of" and "sections 25 or 27 of" are deleted.

x) Section 6.5 is deleted.

y) In section 8.1(a), "its local" is deleted and replaced with "the".

z) In section 8.1(a), "as contemplated by LHSIA," is deleted.

aa) In the last paragraph of section 8.1(b), ", if applicable," is added before the words "to provide certain services" and "of LHSIA" is added after the words "with section 5(m.2)".

bb) In section 14.7 "of the LHINs or to the MOHLTC" is deleted and replaced with "agencies or ministries of Her Majesty the Queen in right of Ontario and as otherwise directed by the Ministry."

cc) The titles LHIN "Chair" and LHIN "CEO" are deleted on the signature page.

2.2 Schedules. The Schedules in effect on March 31, 2020 shall remain in effect until June 30, 2020, or until such other time as may be agreed to by the Parties.

**3.0 Effective Date.** The amendments set out in Article 2 shall take effect on March 31, 2020. All other terms of the MSAA shall remain in full force and effect.

**4.0 Appendix 1**. Appendix 1 is the MSAA, incorporating all of the amendments set out in section 2.1 above, that is effective March 31, 2020.

**5.0** **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**-SIGNATURE PAGE FOLLOWS-**

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**CENTRAL LOCAL HEALTH INTEGRATION NETWORK**

By:

Scott McLeod — Date
Transitional Regional Lead, Ontario Health (Central Region)
CEO for Central, Central West, Mississauga Halton and North Simcoe Muskoka LHINs

And by:

Karin Dschankilic — Date
Vice President, Performance, Corporate Services and CFO
Ontario Health (Central Region) | Central Local Health Integration Network

**NEW UNIONVILLE HOME SOCIETY**

By:

Glenn D. Crosby — Date
Board Chair

And by:

Julie Horne — Date
Interim CEO

I/We have authority to bind the HSP.

**APPENDIX 1**

Attached to and forming part of the Amending Agreement between the LHIN and the HSP effective as of March 31, 2020.

**MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT**
**April 1, 2019 to March 31, 2022**

**SERVICE ACCOUNTABILITY AGREEMENT**

**with**

**NEW UNIONVILLE HOME SOCIETY**

**Effective Date: April 1, 2019**

**Index to Agreement**



**Schedules**

**THIS AGREEMENT** effective as of the 1st day of April, 2019

**B E T W E E N :**

**CENTRAL LOCAL HEALTH INTEGRATION NETWORK** (the "**LHIN**")

- and -

**NEW UNIONVILLE HOME SOCIETY** (the "**HSP**")

**Background:**

This service accountability agreement is entered into pursuant to the *Local Health System Integration Act, 2006*, with the expectation that it will be transferred by means of a transfer order issued by the Minister of Health under the *Connecting Care Act, 2019* (the "CCA"), from the LHIN as funder to Ontario Health, which is a Crown agency which, pursuant to the CCA, has the power to provide funding to health service providers and integrated care delivery systems in respect of health services.

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

## ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

**1.1 Definitions.** In this Agreement the following terms will have the following meanings:

"**Accountability Agreement**" means the accountability agreement, as that term is defined in the Enabling Legislation, in place between the Funder and the Ministry during a Funding Year;

"**Active Offer**" means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

"**Agreement**" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

"**Annual Balanced Budget**" means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

"**Applicable Law**" means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement;

"**Applicable Policy**" means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the Funder, the Ministry or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule C;

"**Board**" means:

(a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the Funder and is:

(1) a corporation, the board of directors;

(2) a First Nation, the band council; and

(3) a municipality, the municipal council;

and,

(b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the Funder and may be:

(1) a corporation, the board of directors;

(2) a First Nation, the band council;

(3) a municipality, the committee of management;

(4) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;

"**Budget**" means the budget approved by the Funder and appended to this Agreement in Schedule A;

"**CCA**" means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;

"**CEO**" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"**Chair**" means, if the HSP is:

(a) a corporation, the Chair of the Board;

(b) a First Nation, the Chief; and

(c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

"**Compliance Declaration**" means a compliance declaration substantially in the form set out in Schedule F;

"**Confidential Information**" means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

"**Conflict of Interest**" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

(a) the HSP;

(b) a member of the HSP's Board; or

(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

"**Controlling Shareholder**" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes

carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

"**Days**" means calendar days;

"**Designated**" means designated as a public service agency under the FLSA;

"**Digital Health**" means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

"**Effective Date"** means April 1, 2019;

"**Enabling Legislation**" before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect means the CCA;

"**Explanatory Indicator**" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator;

"**Factors Beyond the HSP's Control**" include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

(a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
(b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
(c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
(d) catastrophic events, such as natural disasters and infectious disease outbreaks;

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under it as it and they may be amended from time to time;

"**FLSA**" means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

"**Funder**" before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect means Ontario Health;

"**Funding**" means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement;

"**Funding Year**" means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

**"Health System Funding Reform"** has the meaning ascribed to it in the Accountability Agreement, and is a funding strategy that features quality-based funding to facilitate fiscal sustainability through high quality, evidence-based and patient-centred care;

"**HSP's Personnel and Volunteers**" means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

"**Identified**" means identified by the Funder or the Ministry to provide French language services;

"**Indemnified Parties**" means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review;

"**Interest Income**" means interest earned on the Funding;

"**LHSIA**" means the *Local Health System Integration Act, 2006*, and the regulations made under it, as it and they may be amended from time to time;

"**Mandate Letter**" has the meaning ascribed to it in the Memorandum of Understanding between the Ministry and the Funder, and means a letter from the Ministry to the Funder establishing priorities in accordance with the Premier's mandate letter to the Ministry;

"**Minister**" means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;

"**Ministry**" means, as the context requires, the Minister or the Ministry of Health and Long-Term Care or such other ministry as may be designated in accordance

with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;

"**Monitoring Indicator**" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;

"**MSAA Indicator Technical Specifications document**" means, as the context requires, either or both of the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Indicator Technical Specifications November 5, 2018 Version 1.3" and the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Target and Corridor-Setting Guidelines" as they may be amended or replaced from time to time;

"**Notice**" means any notice or other communication required to be provided pursuant to this Agreement or the Enabling Legislation;

"**Ontario Health**" means the corporation without share capital under the name Ontario Health as continued under the CCA;

"**Performance Agreement**" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP's annual quality improvement plan under the *Excellent Care for All Act, 2010*;

"**Performance Corridor**" means the acceptable range of results around a Performance Target;

"**Performance Factor**" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement;

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

"**Performance Standard**" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

"**Performance Target**" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

"**person or entity**" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

"**Planning Submission**" or "**CAPS**" or "**Community Accountability Planning Submission**" means the HSP Board approved planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder;

"**Program Parameter**" means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

"**Project Funding Agreement**" means an agreement in the form of Schedule D that incorporates the terms of this Agreement and enables the Funder to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

"**Reports**" means the reports described in Schedule B as well as any other reports or information required to be provided under the Enabling Legislation or this Agreement;

"**Review**" means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP's financial statements;

"**Schedule**" means any one, and "Schedules" mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

**Schedule A**: Total Funder Funding;

**Schedule B**: Reports;

**Schedule C**: Directives, Guidelines and Policies;

**Schedule D**: Performance;

**Schedule E**: Project Funding Agreement Template; and

**Schedule F**: Declaration of Compliance.

"**Service Plan**" means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

"**Services**" means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

"**Service Volume**" means a measure of Services for which a Performance Target is set;

"**Transfer Order**" means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health;

"**Transition Plan**" means a transition plan, acceptable to the Funder that indicates how the needs of the HSP's clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

"**2014-18 MSAA**" means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

**1.2 Interpretation**. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation", as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

**1.3 MSAA Indicator Technical Specification Document**. This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

## ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

**2.1 Term**. The term of this Agreement will commence on the Effective Date and will expire on March 31, 2022 unless terminated earlier or extended pursuant to its terms.

## ARTICLE 3.0A SERVICE ACCOUNTABILITY AGREEMENT. THIS AGREEMENT IS A SERVICE ACCOUNTABILITY AGREEMENT FOR THE PURPOSES OF THE ENABLING LEGISLATION.

## ARTICLE 4.0 - PROVISION OF SERVICES

**4.1 Provision of Services.**

(a) The HSP will provide the Services in accordance with, and otherwise comply with:

(1) the terms of this Agreement, including the Service Plan;

(2) Applicable Law; and

(3) Applicable Policy.

(b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.

(c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the Funder, and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.

(d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

(e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient.

**4.2 Subcontracting for the Provision of Services.**

(a) The parties acknowledge that, subject to the provisions of the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

(c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.

(d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.

**4.3 Conflict of Interest**. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without

delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

**4.4 Digital Health**. The HSP agrees to:

(a) assist the Funder to implement Digital Health priorities of the Funder;

(b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by the Ministry or the Funder within the timeframes set by the Ministry or the Funder as the case may be;

(c) implement and use the approved provincial Digital Health solutions identified by the Funder;

(d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the Funder's Digital Health priorities; and

(e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

**4.5 French Language Services.**

**3.5.1** The Funder will provide the Ministry "Guide to Requirements and Obligations Relating to French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

**3.5.2 If Not Identified or Designated**. If the HSP has not been Designated or Identified it will:

(a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;

(b) work towards applying the principles of Active Offer in the provision of services;

(c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and

(d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

**3.5.3 If Identified**. If the HSP is Identified it will:

(a) work towards applying the principles of Active Offer in the provision of services;
(b) provide services to the public in French in accordance with its existing French language services capacity;

(c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;
(d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
(e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
(f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and
(g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

**3.5.4 If Designated**. If the HSP is Designated it will:

(a) apply the principles of Active Offer in the provision of services;
(b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
(c) maintain its French language services capacity;
(d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and
(e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

**4.6 Mandate Letter language**. The Funder will receive a Mandate Letter from the Ministry annually. Each Mandate Letter articulates areas of focus for the Funder, and the Ministry's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.

**4.7 Policies, Guidelines, Directives and Standards**. Either the Funder or the Ministry will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this

Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

## ARTICLE 5.0 - FUNDING

**5.1 Funding**. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the Funder:

(a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and

(b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

**5.2 Limitation on Payment of Funding**. Despite section 4.1, the Funder:

(a) will not provide any funds to the HSP until this Agreement is fully executed;

(b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

(d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the Funder's satisfaction; and

(e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the Funder's assessment of the information contained in the Reports.

**5.3 Appropriation**. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

**5.4 Additional Funding.**

(a) Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.

(b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the Funder with respect to a proposal to amend the Service Plan and will make

whatever changes are requested or approved by the Funder. The Service Plan will be amended to include any approved additional funding.

(c) **Funding Increases**. Before the Funder can make an allocation of additional funds to the HSP, the parties will:

(1) agree on the amount of the increase;

(2) agree on any terms and conditions that will apply to the increase; and

(3) execute an amendment to this Agreement that reflects the agreement reached.

**5.5 Conditions of Funding.**

(a) The HSP will:

(4) fulfill all obligations in this Agreement;

(5) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;

(6) spend the Funding only in accordance with the Service Plan; and

(7) plan for and achieve an Annual Balanced Budget.

(b) The Funder may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

(c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement.

**5.6 Interest.**

(a) If the Funder provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.

(b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.

(c) Interest Income will be reported to the Funder and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the Funder may take one or more of the following actions:

(8) the Funder may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;

(9) the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

**5.7 Rebates, Credits and Refunds. The HSP:**

(a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;

(b) agrees that it will advise the Funder if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the Funder or the Ministry in years prior to this Agreement that was not recorded in the year of the related expenditure; and

(c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

**5.8 Procurement of Goods and Services.**

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over $25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

**5.9 Disposition**. The HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded $25,000 at the time of purchase.

## ARTICLE 6.0 - REPAYMENT AND RECOVERY OF FUNDING

**6.1 Repayment and Recovery.**

(a) **At the End of a Funding Year**. If, in any Funding Year, the HSP has not spent all of the Funding the Funder will require the repayment of the unspent Funding.

(b) **On Termination or Expiration of this Agreement**. Upon termination or expiry of this Agreement and subject to section 12.4, the Funder will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement. The

Funder will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.

(c) **On Reconciliation and Settlement**. If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the Funder will require the repayment of the excess Funding.

(d) **As a Result of Performance Management or System Planning**. If Services are adjusted, as a result of the performance management or system planning processes, the Funder may take one or more of the following actions:

(10) adjust the Funding to be paid under Schedule A,

(11) require the repayment of excess Funding;

(12) adjust the amount of any future funding installments accordingly.

(e) **In the Event of Forecasted Surpluses**. If the HSP is forecasting a surplus, the Funder may take one or more of the following actions:

(13) adjust the amount of Funding to be paid under Schedule A,

(14) require the repayment of excess Funding;

(15) adjust the amount of any future funding installments accordingly.

(f) **On the Request of the Funder**. The HSP will, at the request of the Funder, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:

(16) has provided false information to the Funder knowing it to be false;

(17) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the Funder take reasonable steps to remedy the breach; or

(18) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.

(g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

**6.2 Provision for the Recovery of Funding**. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation

and settlement has occurred with the Funder. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

**6.3 Process for Recovery of Funding**. If the Funder, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the Funder will give 30 Days' Notice to the HSP.

The Notice will describe:

(a) the amount of the proposed recovery;

(b) the term of the recovery, if not permanent;

(c) the proposed timing of the recovery;

(d) the reasons for the recovery; and

(e) the amendments, if any, that the Funder proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the Funder about the matters set out in the Notice within 14 Days of receiving the Notice.

The Funder will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out in the Funder's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

(a) **Settlement and Recovery of Funding for Prior Years**.

(b) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.

(c) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the Funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

**6.4 Debt Due.**

(a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

(b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the Funder at the address provided in section 13.1.

**6.5 Interest Rate**. The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

## ARTICLE 7.0 - PLANNING & INTEGRATION

### 7.1 Planning for Future Years.

(a) **Advance Notice**. The Funder will give at least 60 Days' Notice to the HSP of the date by which a CAPS must be submitted to the Funder.

(b) **Multi-Year Planning**. The CAPS will be in a form acceptable to the Funder and may be required to incorporate:

(1) prudent multi-year financial forecasts;

(2) plans for the achievement of Performance Targets; and

(3) realistic risk management strategies.

If applicable, it will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect the Funder's priorities and initiatives. If the Funder has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

(c) **Multi-year Planning Targets**. Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,

(19) the HSP acknowledges that if it is provided with planning targets, these targets:

a. are targets only,

b. are provided solely for the purposes of planning,

c. are subject to confirmation, and

d. may be changed at the discretion of the Funder in consultation with the HSP.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and

(20) the Funder agrees that it will communicate any changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements**. The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

**7.2 Community Engagement & Integration Activities.**

(a) **Community Engagement**. The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the Funder of geographic sub-regions in the health system.

(b) **Integration**. The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.

(c) **Reporting**. The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

**7.3 Planning and Integration Activity Pre-proposals.**

(a) **General**. A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:

(21) the HSP is considering an integration or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;

(22) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;

(23) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or

(24) if requested by the Funder.

(b) **Funder Evaluation of the Pre-proposal**. Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.

**7.4 Proposing Integration Activities in the Planning Submission**. No integration activity described in section 6.3 may be proposed in a CAPS unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

**7.5**

## ARTICLE 8.0 - PERFORMANCE

**8.1 Performance**. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

**8.2 Performance Factors.**

(a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:

(25) describe the Performance Factor and its actual or anticipated impact;

(26) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;

(27) indicate whether the party is requesting a meeting to discuss the Performance Factor; and

(28) address any other issue or matter the party wishes to raise with the other party.

(b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").

(c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

**8.3 Performance Meetings**. During a meeting on performance, the parties will:

(a) discuss the causes of a Performance Factor;

(b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and

(c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

**8.4 The Performance Improvement Process.**

(a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:

(29) a requirement that the HSP develop and implement an improvement plan that is acceptable to the Funder;

(30) the conduct of a Review;

(31) an amendment of the HSP's obligations;

(32) an in-year, or year-end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

(b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

**8.5 Factors Beyond the HSP's Control**. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

(a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;

(b) the Funder will not require the HSP to prepare an Improvement Plan; and

(c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

## ARTICLE 9.0 - REPORTING, ACCOUNTING AND REVIEW

### 9.1 Reporting.

(a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.

(b) **Specific Obligations**. The HSP:

(33) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports, other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;

(34) will fulfil the specific reporting requirements set out in Schedule B;

(35) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder; and

(36) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation, including, if applicable, to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2) of LHSIA.

(c) **French Language Services**. If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the

provisions of the FLSA, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.

(d) **Declaration of Compliance**. Within 90 Days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the Funder from time to time through the term of this Agreement.

(e) **Financial Reductions**. Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction in any of the following circumstances:

(37) its CAPS is received after the due date;

(38) its CAPS is incomplete;

(39) the quarterly performance reports are not provided when due; or

(40) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

(41) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars ($250.00); and

(42) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

**9.2 Reviews.**

(a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

(43) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and

(44) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the

possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

(b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under the Enabling Legislation or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.

(c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the Funder or its authorized representatives, and shall do so in a form requested by the Funder or its authorized representatives.

(d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

**9.3 Document Retention and Record Maintenance.** The HSP will

(a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement;

(b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

(c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

**9.4 Disclosure of Information**.

(a) **FIPPA**. The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) **Confidential Information**. The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, the Enabling Legislation, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

**9.5 Transparency**. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at its sites of

operations to which this Agreement applies and on its public website, if the HSP operates a public website.

**9.6 Auditor General**. For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

## ARTICLE 10.0 - ACKNOWLEDGEMENT OF FUNDER SUPPORT

**10.1 Publication**. For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a website, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

**10.2 Acknowledgment of Funding Support.**

(a) The HSP agrees all publications will include

(45) an acknowledgment of the Funding provided by the Funder and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the Funder's approval of the form of acknowledgement. The Funder may, at its discretion, decide that an acknowledgement is not necessary; and

(46) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the Funder or the Government of Ontario.

(b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the Funder, unless it has received the prior written permission of the Funder to do so.

## ARTICLE 11.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

**11.1 General**. The HSP represents, warrants and covenants that:

(a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) it has the experience and expertise necessary to carry out the Services;

(c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;

(d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the Funder in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and

(e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

**11.2 Execution of Agreement**. The HSP represents and warrants that:

(a) it has the full power and authority to enter into this Agreement; and

(b) it has taken all necessary actions to authorize the execution of this Agreement.

**11.3 Governance**.

(a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:

(47) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;

(48) to ensure the ongoing effective functioning of the HSP;

(49) for effective and appropriate decision-making;

(50) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;

(51) for the prudent and effective management of the Funding;

(52) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Enabling Legislation;

(53) to enable the preparation, approval and delivery of all Reports;

(54) to address complaints about the provision of Services, the management or governance of the HSP; and

(55) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that:

(56) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;

(57) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;

(58) it will enforce the HSP's rights under the Performance Agreement; and

(59) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

**11.4 Funding, Services and Reporting**. The HSP represents warrants and covenants that

(a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;

(b) the Services are and will continue to be provided:

(60) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and

(61) in compliance with Applicable Law and Applicable Policy; and

(c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the Funder immediately.

**11.5 Supporting Documentation**. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

## ARTICLE 12.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

**12.1 Limitation of Liability**. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

**12.2 Ibid**. For greater certainty and without limiting section 11.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

**12.3 Indemnification**. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

**12.4 Insurance.**

(a) **Generally**. The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance**. The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:

(62) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of

not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

a. The Indemnified Parties as additional insureds;
b. Contractual Liability;
c. Cross-Liability;
d. Products and Completed Operations Liability;
e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled “Proof of WSIA Coverage”;
f. Tenants Legal Liability; (for premises/building leases only);
g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
h. A 30-Day written notice of cancellation, termination or material change.

(63) **Proof of WSIA Coverage**. Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* (“WSIA”) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(64) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(65) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(66) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance**. The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any

liability arising in the course of performance of the subcontractor's obligations under the subcontract.

## ARTICLE 13.0 - TERMINATION AND EXPIRY OF AGREEMENT

### 13.1 Termination by the Funder.

(a) **Without Cause**. The Funder may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.

(b) **Where No Appropriation**. If, as provided for in section 4.3, the Funder does not receive the necessary funding from the Ministry, the Funder may terminate this Agreement immediately by giving Notice to the HSP.

(c) **For Cause**. The Funder may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:

(67) in the opinion of the Funder:

a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the Funder;
b. the HSP breaches any material provision of this Agreement;
c. the HSP is unable to provide or has discontinued all or part of the Services; or
d. it is not reasonable for the HSP to continue to provide all or part of the Services;

(68) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the Funder provides the Funding;

(69) the HSP 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

(70) the HSP ceases to carry on business.

(d) **Material Breach**. A breach of a material provision of this Agreement includes, but is not limited to:

(71) misuse of Funding;

(72) a failure or inability to provide the Services as set out in the Service Plan;

(73) a failure to provide the Compliance Declaration;

(74) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;

(75) a failure to respond to Funder requests in a timely manner;

(76) a failure to: A) advise the Funder of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the Funder to resolve a Conflict of Interest; and

(77) a Conflict of Interest that cannot be resolved.

(e) **Transition Plan**. In the event of termination by the Funder pursuant to this section, the Funder and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the Funder to facilitate the transition of the HSP's clients.

**13.2 Termination by the HSP.**

(a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder provided that the Notice is accompanied by:

(78) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and

(79) a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.

(b) In the event that the HSP fails to provide an acceptable Transition Plan, the Funder may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the Funder for transition costs.

**13.3 Opportunity to Remedy.**

(a) **Opportunity to Remedy**. If the Funder considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the Funder may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the Funder may terminate this Agreement:

(80) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or

(81) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder.

(b) **Failure to Remedy**. If the Funder has provided the HSP with an opportunity to remedy the breach, and:

(82) the HSP does not remedy the breach within the time period specified in the Notice;

(83) it becomes apparent to the Funder that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Funder considers reasonable; or

(84) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder,

then the Funder may immediately terminate this Agreement by giving Notice of termination to the HSP.

**13.4 Consequences of Termination**. If this Agreement is terminated pursuant to this Article, the Funder may:

(a) cancel all further Funding instalments;

(b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;

(c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and

(d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).

**13.5 Effective Date**. Termination under this Article will take effect as set out in the Notice.

**13.6 Corrective Action**. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

**13.7 Expiry of Agreement**. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder, along with a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.

**13.8 Failure to Provide Notice of Expiry**. If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this

Agreement for so long as the Funder may reasonably require to enable all clients of the HSP to transition to new service providers.

## ARTICLE 14.0 - NOTICE

**14.1 Notice**. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

**To the Funder**:

CENTRAL LOCAL HEALTH INTEGRATION NETWORK
11 Allstate Parkway, Suite 500, Markham, Ontario, L3R 9T8

Attn: Chief Executive Officer
Fax:
Email:

**To the HSP**:

NEW UNIONVILLE HOME SOCIETY
4300 Highway 7, Unionville, ON, L3R 1L8

Attn: Interim CEO
Fax:
Email:

**14.2 Notices Effective From**. A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

## ARTICLE 15.0 - ADDITIONAL PROVISIONS

**15.1 Interpretation**. In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

**15.2 Invalidity or Unenforceability of Any Provision**. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or

enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

**15.3 Waiver**. A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

**15.4 Parties Independent**. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

**15.5 Funder is an Agent of the Crown**. The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

**15.6 Express Rights and Remedies Not Limited**. The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.

**15.7 No Assignment**. The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of Her Majesty the Queen in right of Ontario and as otherwise directed by the Ministry.

**15.8 Governing Law**. This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any

litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

**15.9 Survival**. The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

**15.10 Further Assurances**. The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

**15.11 Amendment of Agreement**. This Agreement may only be amended by a written agreement duly executed by the parties.

**15.12 Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## ARTICLE 16.0 - ENTIRE AGREEMENT

**16.1 Entire Agreement**. This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the Funder has provided Funding to the HSP pursuant to an amendment to the 2014-2018 MSAA, the 2018 Multi-Sector Accountability Agreement, or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

**-SIGNATURE PAGE FOLLOWS-**

The parties have executed this Agreement on the dates set out below.

**CENTRAL LOCAL HEALTH INTEGRATION NETWORK**

By:

Scott McLeod — Date
Transitional Regional Lead, Ontario Health (Central Region)
CEO for Central, Central West, Mississauga Halton and North Simcoe Muskoka LHINs

And by:

Karin Dschankilic — Date
Vice President, Performance, Corporate Services and CFO
Ontario Health (Central Region) | Central Local Health Integration Network

**NEW UNIONVILLE HOME SOCIETY**

By:

Glenn D. Crosby — Date
Board Chair
I have authority to bind the HSP

And by:

Julie Horne — Date
Interim CEO
I have authority to bind the HSP