

## Kawartha Lakes Interim OHT Agreement

This Interim Ontario Health Team Agreement is made and entered into on the 1<sup>st</sup> day of July, 2020 (the “Effective Date”),

BETWEEN:

**The Corporation of the City of Kawartha Lakes;**

**City of Kawartha Lakes Family Health Organization;**

**City of Kawartha Lakes Family Health Team;**

**Community Care, City of Kawartha Lakes;**

**Kawartha North Family Health Team; and**

**The Ross Memorial Hospital**

(each a “Party” and collectively, the “Parties”)

**WHEREAS** the *Connecting Care Act, 2019* was declared in force on June 6, 2019;

**AND WHEREAS** through the *Connecting Care Act, 2019* the Ministry of Health (the “Ministry”) intends to establish Ontario Health Teams across the Province the purposes of which are to create integrated health systems centred around the patient which will enable seamless access to care;

**AND WHEREAS** the Ministry of Health has initiated a Self-Assessment and Application process through which groups of organizations may apply to become an Ontario Health Team;

**AND WHEREAS** the Parties hereto desire to collaborate in establishing the Kawartha Lakes Ontario Health Team (the “Ontario Health Team”);

**NOW THEREFORE** the Parties are entering into this Interim Ontario Health Team Agreement to set out their mutual understanding as to the terms of their collaboration to design and develop the Ontario Health Team as follows:

### 1. Definitions

**Lead Member (“Member”)** means an organization that is a year one decision-maker, a member of the Oversight Committee and a signatory to the OHT Agreement.

**Associate/Affiliate Partner (“Partner”)** means an organization or person that provides input into decision-making, may sit on committees, may engage in specific projects and is a signatory to the OHT.

**Party** means a Member or a Partner.

## **2. Mutual Intention re: Ontario Health Team Development**

The Parties are entering into this Interim Ontario Health Team Agreement (the “**IOHTA**”) to confirm their mutual intention to collaborate in the design and development of the Ontario Health Team.

## **3. Good Faith Collaboration**

The Parties shall proceed in good faith to:

- (a) support the principles and values for integrated patient-centred care set out in the Ministry-endorsed Quadruple Aim and Patient Declaration of Values;
- (b) consider providers across the continuum of care who may be appropriate partners for the Ontario Health Team;
- (c) make best efforts to satisfy all requirements and qualification criteria set out by the Ministry to participate in and implement the Ontario Health Team;
- (d) support the preparation and submission of an Ontario Health Team Self-Assessment, an Ontario Health Team Application, and any other submissions that may be required by the Ministry to establish the Ontario Health Team (collectively, the “Ministry Submissions”);
- (e) explore and identify potential integration and coordination initiatives for the members of the Ontario Health Team;
- (f) develop the leadership and governance structure for the Ontario Health Team; and
- (g) develop an agreement between the Parties for the operation of the Ontario Health Team.

## **4. Ontario Health Team Oversight Committee**

The Parties agree to establish the Ontario Health Team Oversight Committee (the “**Oversight Committee**”) in accordance with Terms of Reference attached hereto as Schedule A to facilitate the design and development of the Ontario Health Team and completion of the Ministry Submissions and development of the OHT Agreement. The Oversight Committee shall not fetter the independent governance authority of any Party.

## **5. Information Exchange**

It is acknowledged by the Parties that obtaining requisite information will be essential to the effective development of the Ontario Health Team and all associated Ministry Submissions and other documents to be entered into between the Parties. Subject to section 7, the Parties commit to exchange and share with the other Parties and the Oversight Committee, as appropriate, reasonable information that may be required for the purpose of developing the Ontario Health Team and completing the Ministry Submissions as may be required by the Ministry.

## **6. Ontario Health Team Agreement**

The Parties agree to work collaboratively to develop an agreement between the Parties setting out the intended leadership and governance structure and terms for operating the Ontario Health Team (the “OHT Agreement”).

The Parties acknowledge that the implementation of the Ontario Health Team shall be expressly conditional upon the Ministry’s approval for the Ontario Health Team to proceed with implementation and the execution of the OHT Agreement.

The Parties acknowledge that each Party’s participation in the Ontario Health Team shall be conditional upon that Party entering into the OHT Agreement. Unless and until an OHT Agreement regarding the Ontario Health Team has been approved, executed and delivered by a Party, the Party shall not be under any legal or equitable obligation with respect to the Ontario Health Team, including, without limitation, any obligation to enter into any such OHT Agreement, by virtue of this IOHTA or otherwise.

## **7. Public Communications**

Except to the extent required by law, no press release, public statement, announcement or other public disclosure with respect to the Ontario Health Team, this IOHTA, the existence or status of discussions regarding this IOHTA or the matters contemplated hereby, including the Ministry Submissions and the OHT Agreement may be made except with the approval of the Oversight Committee or in accordance with a communications policy established by the Oversight Committee.

## **8. Confidentiality and Non-Disclosure**

Each Party acknowledges that, during the course of the development of the Ontario Health Team, it may receive, acquire or be exposed to certain written or oral materials and information which are confidential to other Parties, and that such information is the exclusive property of the Party, including information relating to clinical, business and financial affairs and any documents or materials prepared which include such information (the “Confidential Information”). Each Party commits to the other Parties to keep such Confidential Information in strict confidence and not to disclose the Confidential Information except to the directors, officers, employees, lawyers, accountants or consultants to whom it is necessary to disclose for the purpose of considering and developing the Ontario Health Team, including requisite Ministry submissions and legal agreements and other documentation required, without the consent of the disclosing Party and the Oversight Committee, except for information that:

- (a) was known to the recipient prior to its being supplied by the informant, and the recipient can produce reasonable evidence of such prior possession;
- (b) is disclosed to the recipient by anyone else who is acting lawfully and independently of this IOHTA;
- (c) is already in the public domain or becomes so through no breach of the recipient's obligations under this IOHTA; or
- (d) is otherwise permitted or required to be disclosed by applicable legislation, including but not limited to the *Freedom of Information and Protection of Privacy Act*, the *Municipal Freedom of*

*Information and Protection of Privacy Act, the Personal Health Information Protection Act, 2004, and the Personal Information Protection and Electronic Documents Act.*

Each Party agrees that it shall not use the other Parties' Confidential Information for any purpose other than as set out above.

## **9. Intellectual Property**

Except as otherwise set out herein, the Parties shall have a shared joint interest in all Intellectual Property developed or conceived directly or indirectly through or related to the Ontario Health Team and any use or disposition shall require the approval of the Oversight Committee or be in accordance with an Intellectual Property policy established by the Oversight Committee. For certainty, any Intellectual Property belonging to a Party prior to the date of this IOHTA or developed by the Party following such date but entirely unrelated to the Ontario Health Team, shall belong and will continue to belong to said Party. For the purposes of this section, "Intellectual Property" means all patents, industrial designs, trade-marks, trade-names, copyright, trade secrets, technologies, designs, specifications, drawings, know-how and all other intellectual and proprietary property, as recognized by any jurisdiction and whether registered or not.

## **10. Costs, Fees and Expenses**

It is acknowledged that in the course of the development of the Ontario Health Team, one or more Parties may extend for the benefit of the group the use of certain resources and supports.

Each Party shall be responsible for its own costs incurred in connection with the matters contemplated by this IOHTA including the provision of resources and supports unless a cost sharing agreement has been approved by the Oversight Committee.

## **11. Termination and Withdrawal**

This IOHTA shall terminate on the date that the OHT Agreement has been executed or such other date as may be determined by the Oversight Committee.

Any Party hereto may, by written notice to the others, elect for any reason not to proceed with their participation in the Ontario Health Team contemplated by this IOHTA without any liability except to the extent of its binding obligations under section 14. On delivery of a notice to withdraw from the IOHTA, the withdrawing Party shall be terminated from the IOHTA on the date of the notice or such later date as may be determined by the Oversight Committee.

Upon withdrawal of a Party from the IOHTA the withdrawing Party shall cease use of all Confidential Information in its possession and agrees to promptly destroy and erase all such Confidential Information. Upon termination of the IOHTA, the treatment of Confidential Information shall be governed by the OHT Agreement. In the event that an OHT Agreement is not entered into by the Parties or any Party, Confidential Information shall be treated in the same manner as in respect of a withdrawing Party.

**12. Addition of Parties**

Following the Effective Date, additional organizations may only be added as Parties to this IOHTA upon approval of the Oversight Committee and the execution and delivery by the additional organization(s) of an agreement to adhere to and become a Party to this IOHTA.

**13. Governing Law**

This IOHTA is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

**14. No Assignment**

No Party may assign this IOHTA without the prior written consent of the Oversight Committee.

**15. Binding Clauses**

This IOHTA is intended to not create any binding contractual obligations, except for sections 6 (Public Communications), 7 (Confidentiality and Non-Disclosure), 8 (Intellectual Property), 10 (Costs, Fees and Expenses), 11 (Termination and Withdrawal) and 14 (No Assignment) which are intended to be binding and enforceable.

**16. No Waiver**

No term or provision hereof will be considered waived by a Party, and no breach excused by a Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by a Party to, or waiver of, a breach by a Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by a Party.

**17. Counterparts**

This IOHTA may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this IOHTA to be executed by their duly authorized representatives effective as of the day and year first written above.

<b>The Corporation of the City of Kawartha Lakes</b>	<b>The Corporation of the City of Kawartha Lakes</b>
<b>Per:</b> <b>Name:</b> <b>Title:</b>	<b>Per:</b> <b>Name:</b> <b>Title:</b>
I/We have the authority to bind the corporation	I/We have the authority to bind the corporation

<b>City of Kawartha Lakes Family Health Organization</b>	<b>City of Kawartha Lakes Family Health Organization</b>
<b>Per:</b> <b>Name:</b> <b>Title:</b>	<b>Per:</b> <b>Name:</b> <b>Title:</b>
I/We have the authority to bind the corporation	I/We have the authority to bind the corporation

<b>City of Kawartha Lakes Family Health Team</b>	<b>City of Kawartha Lakes Family Health Team</b>
<b>Per:</b> <b>Name:</b> <b>Title:</b>	<b>Per:</b> <b>Name:</b> <b>Title:</b>
I/We have the authority to bind the corporation	I/We have the authority to bind the corporation

<b>Community Care, City of Kawartha Lakes</b>	<b>Community Care, City of Kawartha Lakes</b>
<b>Per:</b> <b>Name:</b> <b>Title:</b>	<b>Per:</b> <b>Name:</b> <b>Title:</b>
I/We have the authority to bind the corporation	I/We have the authority to bind the corporation

<b>Kawartha North Family Health Team</b>	<b>Kawartha North Family Health Team</b>
<b>Per:</b> <b>Name:</b> <b>Title:</b>	<b>Per:</b> <b>Name:</b> <b>Title:</b>
I/We have the authority to bind the corporation	I/We have the authority to bind the corporation

<b>The Ross Memorial Hospital</b>	<b>The Ross Memorial Hospital</b>
<b>Per:</b> <b>Name:</b> <b>Title:</b>	<b>Per:</b> <b>Name:</b> <b>Title:</b>
I/We have the authority to bind the corporation	I/We have the authority to bind the corporation

## **Schedule A**

### **Kawartha Lakes OHT Oversight Committee Terms of Reference**

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#### **1. Composition**

The Oversight Committee shall be composed of one (1) representative from each Member (the “Designated Oversight Committee Representative”), who shall be a senior officer of the Member. A Member may replace its Designated Oversight Committee Representative upon written notice to the Oversight Committee.

#### **2. Meetings of the Oversight Committee**

##### **(a) Chair**

The Chair of the Oversight Committee shall be elected by and from the Designated Oversight Committee Representatives.

##### **(b) Meetings**

The Oversight Committee shall meet at the call of the Chair. Each Oversight Committee meeting shall be held at the location specified in the notice. Two or more Designated Oversight Committee Representatives may at any time submit a written request to the Chair to call a meeting of the Oversight Committee. Notice of meetings should be at least seven (7) days; however, shorter notice may be required in response to ministry timelines.

The Oversight Committee shall meet at least four times a year and otherwise as required.

##### **(c) Quorum**

Quorum for meetings of the Oversight Committee shall be a majority of the Designated Oversight Committee Representatives provided there is representation from each of primary care, hospital and community care.

##### **(d) Attendance**

Attendance at meetings of the Oversight Committee may be in person or through telephone or other electronic communications facilities that permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a member of the Oversight Committee participating in such a meeting by such means is deemed to be present at the meeting.

##### **(e) Guests**

Other attendees may be permitted to attend as guests at meetings of the Oversight Committee without



a vote:

- i. at the invitation of the Oversight Committee; or
- ii. at the request of any Designated Oversight Committee Representative submitted to the Chair in advance of the meeting, the approval of which shall not be unreasonably withheld.

(f) Voting Rights

- i. Each Oversight Committee Representative present at a meeting of the Oversight Committee shall be entitled to one (1) vote per organization at such meeting.

(g) Decision-Making

- i. The preferred model for decision-making is consensus. If consensus cannot be reached, any Oversight Committee Representative may put forward a motion for a vote. The Committee Chair may ask for a motion for a vote, may set the matter aside or may provide the differing points of view in advice to the Chairs' Council.

### **3. Responsibilities of the Oversight Committee**

The Oversight Committee shall:

- (a) engage in the planning and design of the Ontario Health Team;
- (b) develop and approve communication plans in respect of the Ontario Health Team, the Oversight Committee and its undertakings;
- (c) develop and recommend to the Parties the strategic plan/direction for the Ontario Health Team;
- (d) direct in the preparation and recommendation of Ministry Submissions for the Ontario Health Team to be submitted to the Parties for their approval and signature and thereafter to the Ministry;
- (e) direct in the development and recommendation to the Parties of a leadership and governance structure for the planning and design of the Ontario Health Team;
- (f) identify, assess and recommend integration initiatives for the Ontario Health Team;
- (g) manage the development of a Digital Health Plan for the Ontario Health Team;
- (h) develop and recommend to the Parties the terms for the Ontario Health Team Agreement; and
- (i) report to the Chairs' Council on regularly.

Nothing herein shall fetter the governance authority of the Parties.

#### **4. Amendment**

These Terms of Reference may be amended by the Oversight Committee.

## **Kawartha Lakes OHT Operating Committee Terms of Reference**

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### **1. Composition**

The Operating Committee shall be composed of one (1) representative from each Party (the “Designated Operating Committee Representative”), who shall be a senior leader of the Party. A Party may replace its Designated Operating Committee Representative or assign a delegate to attend meetings of the Operating Committee. Delegates should be a senior leader of the Party.

### **2. Meetings of the Operating Committee**

#### **(h) Chair**

The Chair of the Operating Committee shall be selected from the Designated Operating Committee Representatives by the Oversight Committee.

#### **(i) Meetings**

The Operating Committee shall meet at the call of the Chair. Each Operating Committee meeting shall be held at the location specified in the notice. Two or more Designated Operating Committee Representatives may at any time submit a written request to the Chair to call a meeting of the Operating Committee. Notice of meetings should be at least seven (7) days; however, shorter notice may be required in response to ministry timelines.

#### **(j) Quorum**

Quorum for meetings of the Oversight Committee shall be a majority of the Designated Oversight Committee Representatives provided there is representation from each of primary care, hospital and community care.

#### **(k) Attendance**

Attendance at meetings of the Operating Committee may be in person or through telephone or other electronic communications facilities that permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a member of the Operating Committee participating in such a meeting by such means is deemed to be present at the meeting.

#### **(l) Guests**

Other attendees may be permitted to attend as guests at meetings of the Operating Committee without a vote:

- iii. at the invitation of the Operating Committee; or
- iv. at the request of any Designated Operating Committee Representative submitted to the Chair in advance of the meeting, the approval of which shall not be unreasonably withheld.

(m) Voting Rights

- i. Each Operating Committee Representative present at a meeting of the Operating Committee shall be entitled to one (1) vote per organization at such meeting.

(n) Decision-Making

- i. The preferred model for decision-making is consensus. If consensus cannot be reached, any Operating Committee Representative may put forward a motion for a vote. The Committee Chair may ask for a motion for a vote, may set the matter aside or may provide the differing points of view in advice to the Oversight Committee.

#### **4. Responsibilities of the Operating Committee**

The Operating Committee shall:

- (j) implement the plan and design of the Ontario Health Team;
- (k) implement the recommended strategic plan/direction for the Ontario Health Team;
- (l) prepare the draft Ministry Submissions for the Ontario Health Team for recommendation to the Oversight Committee;
- (m) follow the leadership and governance structure of the Ontario Health Team;
- (n) identify, assess and recommend integration initiatives for the Ontario Health Team to the Oversight Committee;
- (o) identify and recommend key priorities such as care navigation improvements to enable the formation and maturation of the Ontario Health Team;
- (p) enable and recommend a Digital Health Plan for the Ontario Health Team to the Oversight Committee;
- (q) abide by the terms of the Ontario Health Team Agreement; and
- (r) establish ad hoc working groups as needed.

Nothing herein shall fetter the governance authority of the Parties.

#### **5. Amendment**

These Terms of Reference may be amended by the Oversight Committee.

## Kawartha Lakes OHT Working Groups Terms of Reference

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### 3. Composition

The Working Group shall be composed of representatives from each Party relative to the working group (the “Designated Working Group Representative”), who shall be a key leader of the Party. A Party may replace its Designated Working Group Representative(s) or assign a delegate to attend meetings of the Working Group. Delegates should be a subject matter expert of the Party.

### 4. Meetings of the Working Group

#### (o) Chair

The Chair of the Working Group shall be selected from the Designated Working Group Representatives by the Operating Committee.

#### (p) Meetings

The Working Group shall meet at the call of the Chair. Each Working Group meeting shall be held at the location specified in the notice. Two or more Designated Working Group Representatives may at any time submit a written request to the Chair to call a meeting of the Working Group. Notice of meetings should be at least seven (7) days; however, shorter notice may be required in response to ministry timelines.

#### (q) Quorum

Quorum for meetings of the Working Group shall be a majority of the Designated Oversight Committee Representatives provided there is representation from each of primary care, hospital and community care.

#### (r) Attendance

Attendance at meetings of the Working Group may be in person or through telephone or other electronic communications facilities that permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a member of the Working Group participating in such a meeting by such means is deemed to be present at the meeting.

#### (s) Guests

Other attendees may be permitted to attend as guests at meetings of the Working Group without a vote:

- v. at the invitation of the Working Group; or
- vi. at the request of any Designated Working Group Representative submitted to the Chair in advance of the meeting, the approval of which shall not be unreasonably withheld.

- (t) Decision-Making
  - ii. The preferred model for decision-making is consensus. If consensus cannot be reached, any Working Group Representative may put forward a motion for a vote. The Working Group Chair may ask for a motion for a vote, may set the matter aside or may provide the differing points of view in advice to the Operating Committee.

## **5. Responsibilities of the Working Group**

The Working Group shall:

- (s) target work efforts to implement the plan of the Ontario Health Team;
- (t) provide information for the communication plans in respect of the Ontario Health Team;
- (u) provide input into the draft Ministry Submissions for the Ontario Health Team for recommendation to the Operating Committee;
- (v) follow the leadership and governance structure of the Ontario Health Team;
- (w) identify and recommend including deliverables and outcomes integration initiatives and key priorities to enable the formation and maturation of the Ontario Health Team to the Operating Committee;
- (x) draft relevant plans such as a Digital Health Plan or Implementation Plan for recommendation to the Operating Committee; and
- (y) abide by the terms of the Ontario Health Team Agreement.

Nothing herein shall fetter the governance authority of the Parties.

## **6. Amendment**

These Terms of Reference may be amended by the Oversight Committee.

**Schedule B**  
**Kawartha Lakes OHT Due Diligence Attestation**

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**To:** All organizations who are potential members of the Kawartha Lakes Ontario Health Team listed hereto in Schedule C

**From:** \_\_\_\_\_ (the “Participant”)

[Insert name of CEO/Executive Director and Chair], [Insert Organization]

**Date:**

**Re:** Kawartha Lakes Ontario Health Team Due Diligence Attestation

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On behalf of [Insert name of organization], I attest that except as otherwise disclosed in the attached Disclosure Appendix:

1. The Participant is operating in accordance with its constating documents, By-Laws, policies and procedures.
2. The Board of Directors has fulfilled its duties honestly and in good faith, and with the care, diligence and skill that a reasonably prudent Board of Directors would exercise.
3. The Participant holds all permits, licenses, approvals, consents, authorizations, registrations, or certificates that are required to carry on its business as presently conducted by it and the Participant is in compliance thereto.
4. The Participant operates in compliance with all applicable federal, provincial and municipal laws and regulations, orders, rules and by-laws of any governmental authority applicable to the Participant.
5. There are no actions, suits or proceedings, judicial or administrative, pending or threatened, against the Participant before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency.
6. The Participant is in compliance with all existing contractual obligations, including the terms and conditions of any funding agreement with any governmental authorities and has not been subject to any performance improvement processes within the last three (3) years.
7. The Directors have implemented appropriate internal controls and industry standard practices for financial management, reporting, and oversight of financial risk and the directors have exercised the care, skill and diligence required of them in the financial management of the affairs of the corporation.
8. The Participant has established policies and procedures:
  - (a) to ensure the ongoing effective functioning of the Participant;

- (b) for effective and appropriate decision-making;
- (c) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
- (d) for the prudent and effective management of funding;
- (e) to monitor and ensure the accurate and timely compliance with applicable laws;
- (f) to enable the preparation, approval and delivery of all reports required by governmental authorities; and
- (g) to address complaints about the provision of services, the management or governance of the Participant.

In making this attestation, I have exercised the care and diligence that would reasonably be expected, including making due inquiries of staff that have knowledge of these matters.

I further certify that any exceptions to this Attestation are disclosed in the attached Disclosure Appendix.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
[CEO/Executive Director]

\_\_\_\_\_  
[Chair of the Board]



**DISCLOSURE APPENDIX**

[State disclosures as applicable. If none, state nil.]

## Schedule C

### Potential List of Kawartha Lakes Ontario Health Team Members

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#### Role of Lead Members

- Lead Members to sign Ministry documents and Interim OHT Agreements.
- Lead Members to actively engage in Kawartha Lakes OHT working groups and committees with direct sector representation.
- Following Ministry approval of Kawartha Lakes OHT, “Year 1 Agreement” required between Ministry and Kawartha Lakes OHT Lead Members.

#### List of Members

- i. City of Kawartha Lakes
- ii. City of Kawartha Lakes Family Health Organization
- iii. City of Kawartha Lakes Family Health Team
- iv. Community Care, City of Kawartha Lakes
- v. Kawartha North Family Health Team
- vi. The Ross Memorial Hospital