

**Amended and Restated
Kawartha Lakes Haliburton Ontario Health Team
Fund Holder and Indemnity Agreement**

This Agreement is made as of the ____ day of _____, 2023.

BETWEEN AND AMONG:

THE ROSS MEMORIAL HOSPITAL

(hereinafter referred to as “**Fund Holder**”)

- and -

THE OHT MEMBERS LISTED ON SCHEDULE “A”

(hereinafter referred to as the “**OHT Members**”)

BACKGROUND:

1. The OHT Members are members of Kawartha Lakes Haliburton Ontario Health Team (“**KLH-OHT**”), an Ontario Health Team approved by the Ministry of Health;
2. Certain OHT Members entered into the Kawartha Lakes Ontario Health Team Fund Holder and Indemnity Agreement dated September 14, 2020. The KLH-OHT has since received additional Transfer Payment Agreements (as defined below), developed and entered into new agreements for the KLH-OHT and has new organizations that have joined as OHT Members. The OHT Members desire to amend and restate the Kawartha Lakes Haliburton Ontario Health Team Fund Holder and Indemnity Agreement to update its terms.
3. The OHT Members have entered into the Kawartha Lakes Haliburton Ontario Health Collaboration Agreement dated **[insert]** (the “**Collaboration Agreement**”) pursuant to which the OHT Members have established an Oversight Committee and have authorized the Oversight Committee to designate a fund holder for any funds received by the KLH-OHT from the Ministry of Health or from Ontario Health for the KLH-OHT (“**Ministry Funds**”) or any funds the OHT Members agree shall be held as pooled funds for the benefit of the work of the KLH-OHT (“**Pooled Funds**”);
4. The Oversight Committee has designated Ross Memorial Hospital as the fund holder to receive and hold on behalf of the OHT Members any Ministry Funds or Pooled Funds and the Ross Memorial Hospital has agreed to such appointment subject to the terms of this Agreement;
5. The Fund Holder, with the consent of, and at the direction of, the Oversight Committee may enter into Transfer Payment Agreements with the Ministry of Health or Ontario Health from time to time (“**Transfer Payment Agreements**” or “**TPAs**”) in respect of funding for the Ontario Health Team and/or Ontario Health Team projects;

NOW THEREFORE IN CONSIDERATION of the above, the parties hereby agree as follows:

ARTICLE 1
FUND HOLDER OBLIGATIONS

- 1.1 The Fund Holder shall receive, hold, and disburse the Ministry Funds advanced under the TPA only in accordance with the directions of the Oversight Committee.
- 1.2 The Fund Holder acknowledges that it may be requested by the Oversight Committee to receive, hold, and disburse other Ministry Funds and, if so requested, it shall receive, hold, and disburse any other Ministry Funds in accordance with the directions of the Oversight Committee.
- 1.3 The Fund Holder acknowledges that it may be requested by the Oversight Committee to receive, hold, and disburse Pooled Funds and, if so requested, it shall receive, hold, and disburse such Pooled Funds only in accordance with the directions of the Oversight Committee.
- 1.4 The OHT Members acknowledge that the Fund Holder is acting solely as an agent and paymaster on behalf of the KLH-OHT and the Fund Holder is entitled to rely fully on the directions of Oversight Committee and is not obligated to ensure any such direction complies with the terms or conditions on which any Ministry Funds or Pooled Funds have been made available for use by the OHT Members and the KLH-OHT.
- 1.5 The Fund Holder and the OHT Members acknowledge the Ministry of Health requirement for the KLH-OHT to demonstrate sound financial management. The Fund Manager shall maintain and provide to the Oversight Committee such records in respect of the Ministry Funds and the Pooled Funds as may be reasonably required by the Oversight Committee to ensure any reporting obligations under the TPA or any other third party agreement are satisfied and to enable the Oversight Committee to report fully to the OHT Members in respect of the of the Ministry Funds and Pooled Funds.

ARTICLE 2
FUND HOLDER INDEMNITY

- 2.1 Subject to section 2.4, the OHT Members (other than the Fund Holder) agree to jointly and severally indemnify and hold harmless the Fund Holder, its officers, directors, employees, agents, former officers, directors, employees, agents and all of their respective heirs, executors, administrators, legal personal representatives, successors and assigns (“**Fund Holder Indemnified Parties**”) from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consulting fees), causes of action, actions, claims, demands, law suits, or other proceedings (collectively, “**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

Fund Holder Indemnified Parties in the course of the performance the Fund Holder obligations under this Agreement, under the TPA, or otherwise in connection with the TPA or any other agreement that the Fund Holder enters into at the request and direction of the Oversight Committee in respect of Ministry Funds or Pooled Funds, save and except any acts or omissions that involve fraud or wilful misconduct on the part of the Fund Holder Indemnified Parties.

- 2.2 Subject to section 2.4, the OHT Members (other than the Fund Holder) agree to jointly and severally indemnify and hold harmless the Fund Holder Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue, or profit, by any person, entity, or organization, claimed or resulting from such Claims except any acts or omissions that involve fraud or wilful misconduct on the part of the Fund Holder Indemnified Parties.
- 2.3 Each OHT Member (other than the Fund Holder) agrees that while they have a joint and several obligation to the Fund Holder Indemnified Parties pursuant to section 2.1, as between themselves they shall be jointly and severally liable to pay to any OHT Member amounts that such OHT Member has paid under section 2.1 or 2.2, or under this section in excess of such OHT Member's proportionate share in respect of a Claim related to any Ministry Funds or Pooled Funds as outlined in Schedule A, it being the intent of this Agreement that all OHT Members shall be accountable for their respective proportionate share of the amounts paid to the Fund Holder Indemnified Parties pursuant to sections 2.1 and 2.2. The proportionate share set out in Schedule A may be determined from time to time by the Oversight Committee in respect of different allocations of Ministry Funds and Pooled Funds.
- 2.4 For greater certainty, the Fund Holder is also a party to this Agreement in its capacity as a OHT Member and as such has a proportionate share as set out in Schedule A and in respect of which it shall not be indemnified pursuant to section 2.1 and 2.2.

ARTICLE 3 TERM AND TERMINATION

- 3.1 This Agreement shall continue until terminated by mutual agreement of the parties. The provisions of Article 2 and section 3.3 shall survive the termination of this Agreement.
- 3.2 The Fund Holder may give 30 days' notice to the Oversight Committee and to the OHT Members that it no longer wishes to serve in the role of Fund Manager. In such event, the Oversight Committee shall designate another OHT Member to be the Fund Holder and upon such OHT Member confirming in writing to all of the other OHT Members its agreement to assume the role and obligations of the Fund Holder under this Agreement, it shall be deemed to be the Fund Holder for the purposes of this Agreement effective as of the date specified in such written confirmation.
- 3.3 A OHT Member that ceases to be a member of the KLH-OHT shall cease to be a party to this Agreement but shall remain accountable for obligations under this Agreement in

respect of any Ministry Funds or Pooled Funds prior to the date such OHT Member ceases to be a member of the KLH-OHT.

ARTICLE 4 GENERAL

- 4.1** The dispute resolution provisions of the Collaboration Agreement shall apply to any disputes in respect of this Agreement.
- 4.2** Notices in respect of this Agreement shall be given and deemed received in accordance with the provisions of the Collaboration Agreement.
- 4.3** This Agreement and the Collaboration Agreement constitute the entire agreement of the parties in respect of the subject matter of this Agreement with respect to its subject matter and supersedes all previous agreements, communications and understandings, whether oral or written, between the parties.
- 4.4** Subject to section 3.3, this Agreement may only be amended by mutual written agreement of the parties. If a change in law or a directive from the Ministry of Health or other government or public authority necessitates a change in the manner of performing this Agreement or holding funds for the OHT, the parties shall work cooperatively to amend this Agreement to accommodate such change.
- 4.5** No party may assign its rights or obligations under this Agreement without the prior written consent of the Oversight Committee. This Agreement shall enure to the benefit and be binding upon the parties and their respective successors (including any successors by reason of amalgamation or restructuring of any party or parties) and permitted assigns.
- 4.6** No waiver of any provision of this Agreement is binding unless it is signed by the party entitled to grant the waiver.
- 4.7** Each provision of this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions.
- 4.8** Each party agrees that upon the written request of any other party or of the Oversight Committee, it will do all such acts and execute such further documents as may be necessary or desirable to effect the purposes of this Agreement.
- 4.9** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitutes one agreement. Delivery of an executed counterpart of this Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Agreement.
- 4.10** This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first mentioned above.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

CITY OF KAWARTHA LAKES FAMILY HEALTH ORGANIZATION

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

CITY OF KAWARTHA LAKES FAMILY HEALTH TEAM

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

COMMUNITY CARE, CITY OF KAWARTHA LAKES

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

KAWARTHA NORTH FAMILY HEALTH TEAM

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

ROSS MEMORIAL HOSPITAL

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

HALIBURTON HIGHLANDS HEALTH SERVICES

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

HALIBURTON HIGHLANDS FAMILY HEALTH TEAM

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

**HALIBURTON HIGHLANDS FAMILY
HEALTH ORGANIZATION**

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

**THE CORPORATION OF THE COUNTY
OF HALIBURTON**

Per: _____
Name
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the organization

Schedule "A"

List of OHT Members and their Proportionate Interest

The Ross Memorial Hospital	10%
Community Care, City of Kawartha Lakes	10%
The Corporation of the City of Kawartha Lakes	10%
Kawartha North Family Health Team	10%
City of Kawartha Lakes Family Health Team	10%
City of Kawartha Lakes Family Health Organization	10%
Haliburton Highlands Health Services	10%
Haliburton Highlands Family Health Organization	10%
Haliburton Highlands Family Health Team	10%
The Corporation of the County of Haliburton	10%

The proportionate interest may change depending on the project and funding.

