

**KAWARTHA LAKES HALIBURTON ONTARIO HEALTH TEAM
COLLABORATION AGREEMENT**

THIS AGREEMENT made as of the ____ day _____, 2023 (the “**Effective Date**”).

AMONG:

**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
Haliburton Highlands Health Services
Haliburton Highlands Family Health Team
Haliburton Highlands Family Health Organization
The Corporation of the County of Haliburton
Ross Memorial Hospital**

(each an “**OHT Member**” and collectively the “**OHT Members**”)

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

AND WHEREAS under the *Connecting Care Act, 2019* the Minister of Health may designate Ontario Health Teams which will at maturity be clinically and fiscally accountable for delivering a full and coordinated continuum of care to an attributed population in the Province;

AND WHEREAS the Kawartha Lakes Haliburton Ontario Health Team (the “**Ontario Health Team**” or the “**OHT**”) was approved by the Ministry of Health (“**Ministry**”);

AND WHEREAS the OHT Members are required by the Ministry to enter into a formal agreement among the OHT Members setting out, among other things, the shared decision-making framework for the Ontario Health Team;

NOW THEREFORE the OHT Members are entering into this Ontario Health Team Collaboration Agreement to set out their mutual understanding and establish a framework for implementation and operation of the OHT as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the meanings set out below:

- (a) “**Agreement**” means this Ontario Health Team Collaboration Agreement and the Schedules attached;

- (b) **“Applicable Laws”** means all applicable laws, statutes, regulations, orders, rules, policies or guidelines of any Governmental Authority that are applicable to the OHT Members or any one of them, as may be amended, repealed or replaced from time to time;
- (c) **“Associate/Affiliate Partners”** shall have the meaning ascribed to it in section 3.2(a);
- (d) **“Business Day”** means any day other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario;
- (e) **“Effective Date”** means the date first written above;
- (f) **“Event of Default”** shall have the meaning ascribed to it in section 13.3(a);
- (g) **“Fund Holder and Indemnity Agreement”** means the agreement between the OHT Fund Holder and the OHT Members in respect of the appointment and terms of service of the OHT Fund Holder on behalf of the OHT;
- (h) **“Governmental Authority”** means any Crown agency with designated or delegated authority, as applicable, including without limitation, the Ministry of Health, Ministry of Long-Term Care and Ontario Health;
- (i) **“Indemnified Party”** shall have the meaning ascribed to it in section 14.1(a);
- (j) **“Indemnifying Party”** shall have the meaning ascribed to it in section 14.1(a);
- (k) **“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;
- (l) **“Member Governing Authority”** means the Board of Directors, Council or other governing authority of an OHT Member;
- (m) **“Ministry”** means the Ministry of Health;
- (n) **“OHT”** and **“Ontario Health Team”** means the Kawartha Lakes Haliburton Ontario Health Team;
- (o) **“OHT Budget”** shall have the meaning ascribed to it in section 5.1(a);
- (p) **“OHT Central Brand”** shall have the meaning ascribed to it in section 11.1(a);
- (q) **“OHT Confidential Information”** means information developed, known or used by the OHT or individual OHT Members in connection with the business and affairs of the OHT, including but not limited to any documentation, contracts, funding proposals, compilation of information, data, program, method, technique or process, present and future information about or relating to the OHT’s Projects, financial information of all kinds relating its activities and related material, but does not include OHT Member Confidential Information;
- (r) **“OHT Fund Holder”** shall have the meaning ascribed to it in section 6.1(a);

- (s) **“OHT Members”** means all the parties to this Agreement, and **“OHT Member”** means any one of them;
- (t) **“OHT Member Confidential Information”** means materials, information and data relating to an OHT Member’s business including information relating to clients or patients, or to business and financial affairs;
- (u) **“OHT Staff”** shall have the meaning ascribed thereto in section 8.1(a);
- (v) **“OHT Transfer Payment Agreement”** means the Transfer Payment Agreement entered into by the OHT Fund Holder in accordance with the Kawartha Lakes Haliburton Ontario Health Team Fund Holder and Indemnity Agreement;
- (w) **“Ontario Health”** means Ontario Health;
- (x) **“Oversight Committee”** shall have the meaning ascribed to it in section 4.1(a);
- (y) **“Operations Committee”** shall have the meaning ascribed to it in section 4.2(a);
- (z) **“Operational Support Provider”** shall have the meaning ascribed to it in section 7.1(a);
- (aa) **“Operational Support Provider Agreement”** means the agreement between the Operational Support Provider and the OHT Members in respect of the appointment and terms of service of the Operational Support Provider on behalf of the OHT;
- (bb) **“Patient Declaration of Values”** means the Patient, Family and Caregiver Declaration of Values for Ontario;
- (cc) **“Personal Health Information”** shall have the meaning ascribed to it under the *Personal Health Information Protection Act, 2004*;
- (dd) **“PHIPA”** means the *Personal Health Information Protection Act, 2004*; and
- (ee) **“Working Group”** shall have the meaning ascribed to it in section 4.3(a);

ARTICLE 2– ONTARIO HEALTH TEAM

2.1 OHT Shared Vision

- (a) The shared vision of the OHT is to:
 - (i) support the principles and values for integrated patient-centered care set out in the Ministry-endorsed Quintuple Aim and Patient Declaration of Values;
 - (ii) explore and identify potential integration and coordination initiatives for the members of the OHT;
 - (iii) deliver evidence-based, fiscally responsible and sustainable care; and
 - (iv) pursue opportunities to eliminate gaps, duplication and provide optimal care.

2.2 Scope and Authority

- (a) The purpose of this Agreement is to establish the shared decision-making framework and terms and conditions for the implementation and operation of the OHT. The terms of this Agreement do not pertain to and do not restrict the autonomy of OHT Member operations and initiatives unrelated to the OHT.
- (b) Nothing in this Agreement or related to the OHT shall derogate from an OHT Member's ongoing autonomy of its Member Governing Authority, or its right to safeguard the quality of health services provided by it, or to exercise its respective rights and meet its respective responsibilities under Applicable Laws and any government funding agreements.

ARTICLE 3 – OHT MEMBERS AND ASSOCIATE/AFFILIATE PARTNERS

3.1 OHT Members

- (a) OHT Members shall be the organizations who are parties to this Agreement.
- (b) Each OHT Member shall:
 - (i) support the Patient Declaration of Values;
 - (ii) support the shared vision of the OHT set out in section 2.1;
 - (iii) support the OHT strategic plan developed in accordance with this Agreement;
 - (iv) comply with the OHT Central Brand use protocol, guidelines and standards established by the Oversight Committee;
 - (v) be committed to jointly fulfilling any accountabilities or expectations required by Ontario Health and the Ministry for the OHT from time to time; and
 - (vi) participate in good faith collaboration to advance the implementation and operation of the OHT.
 - (vii) commit to align with OHT policies and procedures including quality and continuous improvement, as may be approved by the Oversight Committee from time to time, subject to the authority of its Member Governing Authority;
 - (viii) provide reporting on matters related to the OHT as reasonably required by the Oversight Committee, the OHT Fund Holder, the OHT Staff and the Operational Support Provider or the Ontario Health and the Ministry.
- (c) Following the Effective Date, additional organizations or persons may join the OHT upon approval of the Oversight Committee, and execution and delivery of agreement to be bound by the terms of this Agreement.

3.2 Associate/Affiliate Partners

- (a) The OHT may recognize as OHT associate/affiliate partners, organizations that desire to collaborate, affiliate and/or coordinate services with the OHT provided

that such organizations have been approved as an association/affiliate by the Oversight Committee and have executed an OHT enrollment form as attached in Schedule A (the “**Associate/Affiliate Partners**”).

- (b) Associate/Affiliate Partners are not OHT Members and do not have any of the rights and obligations of OHT Members under this Agreement. Associate/Affiliate Partners may participate in OHT initiatives from time to time, subject to such other agreements, documents or policies as determined by the Oversight Committee from time to time.

ARTICLE 4– OHT DECISION-MAKING FRAMEWORK

4.1 Oversight Committee

- (a) The OHT oversight committee shall be composed and shall act in accordance with the terms of reference set out in Schedule B (the “**Oversight Committee**”).

4.2 Operations Committee

- (a) The OHT operating committee shall be composed and shall act in accordance with the terms of reference approved by the Oversight Committee (the “**Operations Committee**”).

4.3 Working Groups

- (a) The Operations Committee may establish working groups from time to time, which shall be composed and shall act in accordance with the terms of reference approved by the Operations Committee (each a “**Working Group**”).

ARTICLE 5 - OHT BUDGET AND MEMBER CONTRIBUTIONS

5.1 OHT Budget

- (a) The Oversight Committee shall approve the OHT budget for each funding term under the OHT Transfer Payment Agreement (the “**OHT Budget**”).
- (b) The OHT Staff shall administer the OHT Budget in accordance with direction of the Oversight Committee. The OHT Budget may only be amended by the Oversight Committee.
- (c) The Oversight Committee shall strive for a balanced OHT Budget. In the event that there are unfunded costs in the OHT Budget, each OHT Member shall be responsible for an equal share of any such unfunded costs. This principle does not apply to OHT projects which shall be governed by terms and conditions established in accordance with Article 9.
- (d) Any excess funding received from the Ministry and/or Ontario Health for the OHT will be retained by the OHT Fund Holder to be administered in accordance with directions of the Oversight Committee.

5.2 OHT Member Contributions

- (a) Each OHT Member shall, except as otherwise set out in this Agreement or approved by the Oversight Committee, be responsible for its own costs and expenses incurred in connection with the OHT and this Agreement.
- (b) Each OHT Member acknowledges that participation in OHT projects may be subject to OHT Member contributions. OHT Member contributions will not be imposed upon any OHT Member, project participation is voluntary.

ARTICLE 6 – OHT FUND HOLDER

6.1 OHT Fund Holder

- (a) The Ross Memorial Hospital is the fund holder for the OHT and agrees to such appointment (the “**OHT Fund Holder**”), subject to the OHT Fund Holder and OHT Members entering into a Fund Holder and Indemnity Agreement.
- (b) The Fund Holder and Indemnity Agreement may be terminated in accordance with the terms thereof and in such case the appointment of the OHT Fund Holder shall cease. The Oversight Committee shall approve a successor with the consent of Ontario Health and the Ministry, and the successor and the OHT Members shall enter into a Fund Holder and Indemnity Agreement.
- (c) In the event of appointment of a successor in accordance with 6.1(b) above, the OHT Fund Holder shall transfer any remaining OHT funds and other resources in its possession to its successor, at the direction of the Oversight Committee.

ARTICLE 7- OPERATIONAL SUPPORT PROVIDER

7.1 Operational Support Provider

- (a) The Ross Memorial Hospital is the operational support provider for the OHT and agrees to such appointment (the “**Operational Support Provider**”). The Operational Support Provider and the OHT Members shall enter into an Operational Support Provider Agreement.
- (b) The Operational Support Provider Agreement may be terminated in accordance with the terms thereof and in such case the appointment of the Operational Support Provider shall cease and the Oversight Committee shall approve a successor who shall be required to enter into an Operational Support Provider Agreement with the OHT Members. In the event of an appointment of a successor, the Operational Support Provider shall transfer any funds received, assets acquired or contracts entered directly for the purposes of the OHT to the successor or as otherwise directed by the Oversight Committee.

ARTICLE 8 – OHT STAFF

8.1 OHT Staff

- (a) The OHT staff shall be composed of the Executive Director of the OHT and such other positions as may be approved by the Executive Director from time to time in accordance with the OHT Budget (the “**OHT Staff**”).

- (b) The Executive Director shall support the administration of the OHT and implementation of OHT projects under the direction of the Oversight Committee and working groups, as appropriate. The Executive Director shall have the responsibilities and authority set out in Schedule C. The OHT Staff shall report to and be accountable to the Executive Director.
- (c) The OHT Members authorize the OHT Staff to act as agents of the OHT Members when accessing and using Personal Health Information in accordance with section 10.3.

8.2 Engagement of OHT Staff

- (a) Ross Memorial Hospital, as the Operational Support Provider has engaged the OHT Staff on behalf of the OHT and the OHT Members agree that the Operational Support Provider shall be reimbursed for all costs associated with the OHT Staff in accordance with the OHT Budget.
- (b) The Operational Support Provider shall engage, direct, discipline and/or terminate, as applicable, the Executive Director as may be directed by the Oversight Committee from time to time.
- (c) The OHT Members (other than the Operational Support Provider) shall jointly indemnify the Operational Support Provider from and against any and all liability, losses, costs, damages, and expenses, causes of action, actions, claims, demands, law suits, or other proceedings brought by or in relation to the OHT Staff. All OHT Members shall be accountable for an equal share including the Operational Support Provider in its capacity as an OHT Member.

ARTICLE 9– OHT PROJECTS

9.1 OHT Projects

- (a) The Oversight Committee shall approve OHT strategic initiatives.
- (b) The Operations Committee may approve specific projects and establish OHT Working Groups from time to time.

9.2 OHT Project Charters

- (a) The Operations Committee shall develop and approve the project charters which will include:
 - (i) specific strategic objectives and performance measures;
 - (ii) the scope of services to be provided by each OHT Member (and other participants if applicable), and its accountabilities and responsibilities;
 - (iii) costs and financial matters including budget, expectations for contribution of funds or in-kind resources consistent with principles as approved by the Oversight Committee from time to time;
 - (iv) human resource considerations;
 - (v) intellectual property rights and responsibilities;

- (vi) procedures for complaints management and notification of incidents and occurrences;
 - (vii) term, termination and participant admission and withdrawal/termination, and obligations on termination; and
 - (viii) indemnification and insurance requirements.
- (b) Project participation is voluntary and each participant that desires to participate in an OHT project will be required to commit their agreement to the project charter.

ARTICLE 10– CONFIDENTIALITY AND PRIVACY

10.1 Confidential Information

- (a) Each OHT Member acknowledges that during the course of this Agreement it may acquire OHT Member Confidential Information of another OHT Member. In addition to and without limiting the terms of any project terms, each OHT Member undertakes to keep and to have all of its representatives, agents, directors, officers, employees and contractors keep all such OHT Member Confidential Information in the strictest confidence and agrees not to disclose such information to any third party, except with that OHT Member's written permission or as may be otherwise permitted under project terms.
- (b) Each OHT Member acknowledges that during the course of this Agreement, it will acquire OHT Confidential Information. Each OHT Member undertakes to keep and to have all of its representatives, agents, directors, officers, employees and contractors keep OHT Confidential Information in the strictest confidence and not to disclose such information to any third party, except with the prior consent of the Oversight Committee.
- (c) No OHT Member shall have any obligation with respect to any information concerning the business or affairs of the other OHT Members or in relation to the OHT hereunder that:
 - (i) was known to the recipient prior to its being supplied by the informant, and the recipient can produce reasonable evidence of such prior possession;
 - (ii) is disclosed to the recipient by anyone else who is acting lawfully and independently of this Agreement;
 - (iii) is already in the public domain or becomes so through no breach of the recipient's obligations under this Agreement; or
 - (iv) is otherwise permitted or required to be disclosed by Applicable Law.

10.2 Compliance with Privacy Law

- (a) Each OHT Member shall, ensure that all its representatives, agents, directors, officers, employees and contractors strictly comply with the requirements of all relevant privacy and confidentiality legislation.

10.3 Information Sharing

- (a) Subject to obligations with respect to confidential information in section 10.1, the OHT Members commit to exchange and share with the other OHT Members, the OHT Fund Holder, the OHT Staff, Operational Support Provider and OHT committees, as appropriate, reasonable information to support OHT planning, and completing submissions and reporting as may be required by the Ministry and/or Ontario Health.
- (b) Data collection, sharing, access and use of Personal Health Information by the OHT Members shall be governed by Applicable Laws and OHT Members may enter into data sharing agreements or project terms as appropriate to support information sharing among OHT Members for the purposes of providing health services and for secondary purposes as permitted by Applicable Laws.
- (c) The OHT Members acknowledge that access and disclosure of Personal Health Information by the OHT Members may take place in accordance with section 39(1)(d) of PHIPA, where:
 - (i) the individual to whom the personal health information relates is one to whom one or more OHT Members provide or have provided or have assisted in the provision of health care; and
 - (ii) the disclosure is for the purposes of activities to improve or maintain the quality of care provided to the individual to whom the personal health information relates or to individuals provided with similar health care.

ARTICLE 11– CENTRAL BRAND AND COMMUNICATIONS

11.1 OHT Central Brand

- (a) The OHT central brand shall consist of the name “Kawartha Lakes Haliburton Ontario Health Team” and such associated logo and tagline as may be approved by the Oversight Committee from time to time (the “**OHT Central Brand**”).
- (b) Each OHT Member may only use the OHT Central Brand in accordance with the OHT policies and procedures established by the Oversight Committee and as otherwise directed by the Oversight Committee from time to time.

11.2 Communications

- (a) OHT Members may only communicate publically regarding the OHT and its undertakings with the approval of the Oversight Committee or in accordance with a communications policy established by the Oversight Committee.
- (b) OHT Members shall ensure that at all times communications related to the OHT abide by Ministry and Ontario Health requirements as directed from time to time.

ARTICLE 12 - INTELLECTUAL PROPERTY

12.1 Intellectual Property

- (a) Except as otherwise set out herein or in any project terms, the OHT Members shall have a shared joint interest in all Intellectual Property developed or

conceived directly or indirectly through or related to the OHT and any use or disposition shall require the approval of the Oversight Committee or be in accordance with an Intellectual Property policy approved by the Oversight Committee.

- (b) Any Intellectual Property belonging to an OHT Member prior to the Effective Date or developed by the OHT Member following such date but entirely unrelated to the OHT, shall belong and will continue to belong to the OHT Member. OHT Member's tradename or trademark may be used in any materials related to the OHT.

ARTICLE 13 – TERM AND TERMINATION

13.1 Term

- (a) The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by the Oversight Committee.

13.2 OHT Member Withdrawal or Change in Status

- (a) Any OHT Member may give sixty (60) days' written notice to the Oversight Committee of its intention to withdraw and terminate its rights and obligations under this Agreement at the expiration of the sixty (60) day notice period.
- (b) OHT Members that withdraw in accordance with section 13.2(a) may elect to continue engagement with the OHT as Associate/Affiliate Partners.

13.3 Termination of OHT Members

- (a) Upon the occurrence of an Event of Default, the Oversight Committee may terminate an OHT Member from this Agreement. An “**Event of Default**” means if an OHT Member is in breach of any of its obligations hereunder and such breach has not been cured within ten (10) Business Days following delivery of written notice or, if the breach cannot reasonably be cured within ten (10) Business Days, the breaching OHT Member has not submitted a plan to cure the breach acceptable to the Oversight Committee.

13.4 Obligations of OHT Members on Withdrawal or Termination

- (a) Except as otherwise approved by the Oversight Committee, on the effective date of withdrawal or termination from this Agreement the OHT Member shall be automatically terminated from all projects to which it is a party without further action or formality subject to any surviving obligations thereunder.
- (b) The withdrawing/terminated OHT Member shall work with the remaining OHT Members in good faith, in order to ensure a smooth transition, including cooperating with any service transition plans as may be directed by the Oversight Committee.
- (c) The withdrawing/terminated OHT Member shall be responsible for all its own expenses relating to the withdrawal/termination, and all costs reasonably incurred by the remaining OHT Members, in relation to or arising from the withdrawal/termination.

- (d) The withdrawing or terminated OHT Member shall:
 - (i) remain liable for its debts and liabilities pursuant to this Agreement and under any projects arising in relation to the time period prior to withdrawal/termination;
 - (ii) cease use, and return, destroy or erase, as applicable, all Member Confidential Information and OHT Confidential Information in its possession; and
 - (iii) transfer any funds received, assets acquired or contracts entered directly for the purposes of the OHT as directed by the Oversight Committee.

ARTICLE 14 – MUTUAL INDEMNIFICATION

14.1 OHT Member Indemnity

- (a) Each OHT Member (the “**Indemnifying Party**”) shall indemnify and hold harmless the other OHT Members, their directors, officers employees and agents (the “**Indemnified Party**”) from any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the Indemnified Party may pay, sustain, suffer or incur by reason of or in connection with:
 - (i) any failure of the Indemnifying Party, its directors, officers, employees or agents, to comply with the terms of this Agreement or any project terms;
 - (ii) negligent acts or omissions of the Indemnifying Party, its directors, officers, employees or agents in connection with this Agreement or any project terms;
 - (iii) the business or activities of the Indemnifying Party in circumstances where the Indemnified Party is joined as a party to the dispute because of the Indemnified Party's participation in the OHT; and
 - (iv) the Indemnifying Party's breach of its representations, warranties and covenants under this Agreement or any project terms.
- (b) Throughout the term of this Agreement, each OHT Member shall maintain insurance sufficient to satisfy its indemnification obligations set out herein.

ARTICLE 15 – CONFLICTS OF INTEREST AND TRANSPARENCY

15.1 Conflicts of Interest

- (a) Each OHT Member will try to eliminate, minimize, or mitigate any conflict between the OHT and its other contractual and service obligations and relationships outside of the OHT.

15.2 Transparency

- (a) If an OHT Member becomes aware of any fact or circumstance that may harm their or another OHT Member's ability to perform its obligations under this Agreement or project terms, it will promptly notify the Oversight Committee of the

nature of the fact or circumstance and its anticipated impact so that the Oversight Committee may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

ARTICLE 16 – GENERAL

16.1 Schedules

- (a) The following Schedules attached hereto are incorporated by reference and are deemed to be part hereof:
 - Schedule A - Associate/Affiliate Partners Enrollment Form
 - Schedule B - Oversight Committee Terms of Reference
 - Schedule C - OHT Staff Responsibilities
 - Schedule D - Dispute Resolution
- (b) In the event of any conflict or inconsistency between the provisions of this Agreement and the Schedules, the provisions of the Schedules shall prevail to the extent of any conflict or inconsistency.

16.2 Independent Contractors

- (a) Each of the OHT Members are independent contractors and shall remain independent. Nothing contained in this Agreement shall be construed to create any business arrangement or legal relationship between the OHT Members extending beyond the scope of this Agreement. Except as expressly provided in this Agreement or any project terms, no OHT Member shall gain by virtue of this Agreement any authority whatsoever with respect to the property or business of the other OHT Members or the authority to enter into any agreement or to assume or incur any obligation or responsibility for, on behalf of, or in the name of the other OHT Members.

16.3 Authority

- (a) Each of the OHT Members represents, warrants and covenants that it has the full right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that such obligations do not and will not conflict with or constitute a breach of any agreement by which it is bound.

16.4 Process for Dispute Resolution

- (a) Dispute resolution between the Parties shall be conducted in accordance with the process outlined in Schedule D.

16.5 Entire Agreement

- (a) This Agreement and any project terms and data sharing agreements constitute the entire agreement among the OHT Members in respect of the subject matter hereof and supersedes all prior agreements, documentation and discussions.

16.6 Amendments

- (a) No modification of or amendment to this Agreement shall be valid or binding unless approved by the OHT Members.

16.7 No Assignment or Change of Control

- (a) No OHT Members may assign with Agreement without the prior written consent of the Oversight Committee.

16.8 Survival

- (a) Article 10, Article 11, Article 12, section 13.4 and Article 14 of this Agreement shall survive the withdrawal or termination of an OHT Member from this Agreement and the termination of this Agreement.

16.9 Notices

- (a) Any notices that must be given pursuant to or concerning this Agreement shall be in writing and may be given by personal service, by registered mail or by electronic mail. Any notice, if sent by means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by personal service or registered mail shall be deemed to have been received at the time it is delivered to the applicable address noted in Schedule A to the individual designated therein. Notice of change of address shall also be governed by this section, but shall only be effective on actual delivery.

16.10 Counterparts

- (a) This Agreement may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

16.11 Termination of Former Agreements

- (a) As of the Effective Date of this Agreement the Kawartha Lakes Interim Ontario Health Team Agreement and the Kawartha Lakes Ontario Health Team Statement of Partnership Commitment shall terminate and be of no force and effect except for terms stated therein to survive.

IN WITNESS WHEREOF the OHT Members have executed this Agreement as of the date first written 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

ASSOCIATE/AFFILIATE PARTNERS – ENROLLMENT FORM KAWARTHA LAKES HALIBURTON ONTARIO HEALTH TEAM

Name of Organization/Provider: _____

Address: _____

Primary Contact:

Name and Title: _____

Email address: _____

Telephone number: _____

The named Organization/Provider is entering into this Enrollment Form to confirm its agreement to collaborate and actively participate with the Kawartha Lakes Haliburton Ontario Health Team (OHT).

The named Organization/Provider shall comply with the requirements under PHIPA as it relates to the collection, use and disclosure of PHI. The named Organization/Provider hereby authorizes:

- (a) the OHT Staff to act as agents of the named Organization/Provider when accessing and using Personal Health Information in accordance with the OHT Collaboration Agreement among the OHT Members; and
- (b) the Operational Support Provider to act as agent of the named Organization/Provider when accessing and using Personal Health Information, or as an electronic service provider in accordance with the Operational Support Provider Agreement between the OHT Members and the Operational Support Provider.

**[INSERT LEGAL NAME OF
ASSOCIATE/AFFILIATE PARTNER]**

Name of Organization/Provider

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind

SCHEDULE B

OVERSIGHT COMMITTEE TERMS OF REFERENCE

1. Composition

The Oversight Committee shall be composed of:

- (a) one (1) representative from each Member (the “Designated Oversight Committee Representative”), who shall be a senior officer/leader of the Member. A Member may replace its Designated Oversight Committee Representative upon written notice to the Oversight Committee; and
- (b) one (1) patient client partner who shall be appointed by the Oversight Committee annually.

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 members of the Oversight Committee 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

Each member of the Oversight Committee shall be entitled to one (1) vote.

(g) Decision-Making

The preferred model for decision-making is consensus. If consensus cannot be reached, any member of the Oversight Committee may put forward a motion for a vote. The Committee Chair may ask for a motion for a vote or may set the matter aside. Where a motion for a vote is called the matter shall be decided by a super majority vote of 80% of the members of the Oversight Committee present at the meeting.

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) direct and oversee 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;
- (i) approve OHT policies and procedures including quality and continuous improvement;
- (j) approve additional organizations or persons to join the OHT upon execution of an Enrollment Form;
- (k) approve and direct the administration of the OHT budget;

- (l) approve an OHT Fund Holder successor with the consent of Ontario Health and the Ministry and, as applicable, direct the OHT Fund Holder to transfer any remaining OHT funds and other resources in its possession to its successor;
- (m) oversee the OHT Staff in the administration of the OHT and implementation of OHT projects;
- (n) oversee the termination of OHT Members and service transition plans related to termination of OHT Members;
- (o) remedy, mitigate or address conflicts of interests of OHT Members;
- (p) develop and approve the Terms of Reference for the Operations Committee;
- (q) develop and approve the Terms of Reference for the Chairs' Council; and
- (r) 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.

SCHEDULE C

OHT EXECUTIVE DIRECTOR

The primary objectives of the Executive Director of Kawartha Lakes Haliburton Ontario Health Team, is to oversee and coordinate the strategic vision, operational management, and collaborative efforts of the OHT in order to enhance the delivery of patient-centered care and improve health outcomes within the community.

Roles and responsibilities:

1. **Accountability:** The Executive Director shall report to and be accountable to the Oversight Committee.
2. **Strategic Planning:** responsible for developing and implementing the OHT's strategic plan, which aligns with the provincial health strategy (Ontario Health TPA deliverables) and addresses the unique needs of the local population. This involves identifying key objectives, setting targets, and establishing initiatives to achieve the OHT's goals.
3. **Collaborative Leadership:** fostering a culture of collaboration and teamwork among various healthcare organizations, providers, and community stakeholders. Facilitate effective communication, build relationships, and encourage cooperation to ensure the seamless integration of services across the OHT.
4. **Operational Management:** oversee the day-to-day operations of the OHT, including managing financial resources, optimizing service delivery, and completing all reporting requirements. This includes hiring, and supervising the development of an OHT staff team to effectively developing and monitoring budgets, allocating resources, and implementing quality improvement initiatives to enhance efficiency and effectiveness. The Executive Director leads the -OHT Operational Committee to this end in addition to overseeing and supporting the various working groups of the OHT.
5. **Partnership Development:** actively engage with OHT member/partner organizations and broader community partners to establish and maintain strong relationships. This involves identifying opportunities for collaboration, negotiating agreements, and fostering a shared vision for integrated care delivery. Ensure the engagement of patient, client, and caregiver voice is engaged in all work of the OHT as appropriate.
6. **Performance Monitoring and Evaluation:** establish systems and processes to monitor and evaluate the performance of the OHT. This includes collecting and analyzing data, measuring outcomes, and identifying areas for improvement.
7. **Policy and Advocacy:** As the representative of the OHT, liaise with regional and provincial government bodies as appropriate to advocate for policy changes and funding opportunities that support the OHT's objectives.
8. **Communication and Public Relations:** Responsible for overseeing the effective communication of the OHT's goals, initiatives, and achievements to internal and external stakeholders.
9. **Innovation and Transformation:** Foster a culture of innovation within the OHT, encouraging the exploration of new models of care delivery, technologies, and best practices.
10. **Professional Development and Team Building:** Support the professional growth and development of OHT staff members by providing mentorship, guidance, and resources. Promote a positive work environment, encourage teamwork, and foster a culture of inclusivity and collaboration among team members.

SCHEDULE D

DISPUTE RESOLUTION

If a dispute, controversy or claim arises between the OHT Members relating to this Agreement, or the breach thereof, the OHT Members agree to the following dispute resolution procedure:

- (a) submit the dispute to the Oversight Committee for resolution, who shall acting in good faith seek to resolve the dispute in an amicable and constructive manner. The Oversight Committee shall determine the process that shall be followed in resolving such dispute, but shall provide all OHT Members involved in such dispute with reasonable opportunity to present their evidence and arguments;
- (b) if the Oversight Committee is unable to successfully resolve the dispute or conflict, within ten (10) days of reference to them, any party to the dispute may at any time thereafter prior to the dispute being referred to arbitration, request that a mediator be retained to assist the parties in resolving the dispute. In the event a request for mediation is made, the parties shall, within no more than five (5) business days, make reasonable attempts to agree on a mediator. If the parties are unable to agree on a mediator, the parties agree to accept the mediator appointed by the appointing committee of ADR Chambers presiding at the time the request for mediation is made or if such organization no longer exists a judge of the Superior Court for the Province of Ontario;
- (c) if a dispute is not resolved within forty-five (45) days of reference to the Oversight Committee or within thirty (30) days of request for mediation, whichever is later, any party to the dispute may at any time thereafter refer the matter to arbitration;
- (d) any dispute that is submitted to arbitration shall be dealt with in accordance with the following requirements:
 - (i) the party seeking to initiate arbitration shall give written notice thereof to the other parties and shall set forth a brief description of the matter submitted for arbitration;
 - (ii) within ten (10) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
 - (iii) in the event that the parties cannot agree upon a single arbitrator within the period set forth above, then the parties agree to accept an arbitrator appointed by a judge of the Superior Court for the Province of Ontario;
 - (iv) any arbitration conducted pursuant to this Agreement shall take place in Kawartha Lakes and the parties shall meet with the arbitrator, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of an award by the arbitrator. The parties shall request that the arbitrator provide its decision on the matter in issue within ninety (90) days of the appointment of the arbitrator;
 - (v) the decision of the arbitrator in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties;

- (vi) the costs of the arbitrator, shall be borne between the parties in the manner specified in the arbitrator's decision or, in the absence of any direction by the arbitrator, such costs shall be borne equally; and
 - (vii) except as modified by this Agreement the provisions of the *Arbitration Act, 1991* (Ontario), as amended from time to time, shall govern the arbitration process.
- (e) While the dispute resolution process is ongoing under this Schedule E, the Oversight Committee may, in its discretion, impose an interim solution as may be required for the continued and smooth operation of the OHT and any project terms, and such interim solution shall be binding on all OHT Members until a final decision is reached in relation to such dispute.