

**ADDENDUM TO
HEALTH COMMITTEE
May 31, 2023**

BY-LAWS

8. 2023/24 Ontario Health Team Continued Implementation Supports Agreement

RESOLUTION NO. H-CC-05-57

Moved by Chair

Seconded by Committee

THAT County Council adopt a By-law authorizing the Warden and Chief Administrative Officer/Clerk to sign the 2023/24 Ontario Health Team Continued Implementation Supports Agreement for the Ottawa Valley Ontario Health Team (OVOHT).

Background

In early 2019, the Ontario Health Team (OHT) model of care was introduced as a signature initiative for health care transformation, enshrined in legislation through the Connecting Care Act, 2019. OHTs enable patients, families, communities, providers and system leaders to work together, innovate, and build on what is best for Ontario's health care system. Through this model, groups of health care providers work together to deliver a full and coordinated continuum of care for patients, even if they are not in the same organization or physical location.

As a team, OHTs work towards a common vision of more integrated and better coordinated care across the province and are enabled to achieve shared improvements according to the principles of the Quintuple Aim: enhancing patient experience, improving population health outcomes, enhancing provider experience, improving value and advancing health equity. The funding provided through the Agreement will support continued advancement of Cohort 3 OHTs in order to provide a full and coordinated continuum of care to their attributed populations.

The County of Renfrew is the lead on the Transfer Payment Agreement for the OVOHT and Ontario Health/Province of Ontario. Please refer to Appendix I for the agreement and subsequent schedules.

The Ottawa Valley Ontario Health Team (OVOHT) was officially launched in October 2021, and is made up of more than 50 local health professionals, health care providers, organizations, and community members who are working together to improve our health system and connect patients to the services they need in a more consistent and timely way. The Ottawa Valley OHT is one of more than 50 OHTs across Ontario that has been approved by the Ministry of Health to support integrated care in Ontario.

All of which is respectfully submitted.

Michael Donohue, Chair

And Committee Members: P. Emon, D. Grills, V. Jahn, J. Murphy, N. Nicholson, R. Weir, M. Willmer

May 24, 2023

Mr. Craig Kelley
Chief Administrative Officer/Clerk
Corporation of the County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5

RE: 2023/24 ONTARIO HEALTH TEAM CONTINUED IMPLEMENTATION SUPPORTS AGREEMENT

Dear Craig:

We are pleased to provide you with the 2023/24 Ontario Health Team Continued Implementation Supports Agreement (the “**Agreement**”) for your organization.

In early 2019, the Ontario Health Team (OHT) model of care was introduced as a signature initiative for health care transformation, enshrined in legislation through the *Connecting Care Act, 2019*. OHTs enable patients, families, communities, providers and system leaders to work together, innovate, and build on what is best for Ontario’s health care system. Through this model, groups of health care providers work together to deliver a full and coordinated continuum of care for patients, even if they are not in the same organization or physical location.

As a team, OHTs work towards a common vision of more integrated and better coordinated care across the province and are enabled to achieve shared improvements according to the principles of the Quintuple Aim: enhancing patient experience, improving population health outcomes, enhancing provider experience, improving value and advancing health equity. The funding provided through the Agreement will support continued advancement of Cohort 3 OHTs in order to provide a full and coordinated continuum of care to their attributed populations.

The Agreement and its corresponding Schedules are attached, the preparation and implementation of which are guided by, among other things, the Ontario Government’s Transfer Payment Accountability Directive. Please be advised that the terms and conditions of the Agreement are mandatory and non-negotiable.

NEXT STEPS:

- Please sign the attached Agreement and return an electronic copy to HealthSystem.Agreements@ontariohealth.ca **within 2 weeks upon receipt of this letter.**

Mr. Craig Kelley

May 24, 2023

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- Please return an electronic copy of the *OHT Continued Implementation Supports Agreement Contact Profile FY23-24* to HealthSystem.Agreements@ontariohealth.ca **within 2 weeks upon receipt of this letter.**
- If you have any questions about the Agreement, please contact Elizabeth Lockhart, Director, Performance and Accountability, Ontario Health at (437) 703-2934 or email Elizabeth.Lockhart@ontariohealth.ca.
- If you have any questions about OHTs, please contact OntarioHealthTeams@ontariohealth.ca.

We would like to take this opportunity to thank you for your leadership, support, and commitment in advancing OHTs through your participation in the Agreement.

Sincerely,



Elham Roushani
Chief Financial Officer
Ontario Health



Anna Greenberg
Chief Regional Officer, Toronto and East
Ontario Health

Encl.

COUNTY OF RENFREW

BY-LAW NUMBER 81-23

**A BY-LAW TO AMEND BY-LAW 32-22 FOR AN AGREEMENT FOR FUNDING FOR THE NETWORK
24 ONTARIO HEALTH TEAM FOR CONTINUED IMPLEMENTATION SUPPORTS FROM THE
PROVINCE OF ONTARIO**

WHEREAS County Council adopted By-law 32-22 on March 30, 2022 approving that the County of Renfrew serve as the funding recipient for the Network 24 Ontario Health Team; AND FURTHER THAT these arrangements be revisited once the Network 24 Ontario Health Team becomes an independent and self-governing organization;

AND WHEREAS the Ministry of Health has provided to the Network 24 Ontario Health Team with Implementation and Collaborative Support funding;

AND WHEREAS Ontario Health is providing additional funds for Continued Implementation Supports for the Years 2023/24, and it is deemed necessary and desirable that the Council of the Municipal Corporation of the County of Renfrew enacts a By-law authorizing the Corporation to enter into an agreement with the Province of Ontario as Represented, in order to receive funding to support the Network 24 Ontario Health Team.

NOW THEREFORE, the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. THAT the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary for the attached Transfer Payment Agreement identified as Schedule "I" with the Province of Ontario, Ontario Health.
2. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 31st day of May, 2023.

READ a second time this 31st day of May, 2023.

READ a third time and finally passed this 31st day of May, 2023.

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

2023/24 ONTARIO HEALTH TEAM CONTINUED IMPLEMENTATION SUPPORTS AGREEMENT

THIS AGREEMENT is effective as of the 1st day of April 2023 (the “**Effective Date**”) between **ONTARIO HEALTH (“OH”)** AND **CORPORATION OF THE COUNTY OF RENFREW** (the “**Recipient**”)

(Each of OH and the Recipient is a “**Party**” to this Agreement, and both are the “**Parties**”.)

BACKGROUND

- A.** OH wishes to engage the Recipient to participate in one or more OH programs as described in Schedule “B” (the “**Program**”) for the term commencing on April 1, 2023, and ending on March 31, 2024 (the “**Term**”). For clarity, each period commencing on April 1 and ending on the immediately following March 31 is referred to herein as a “**Fiscal Year**”.
- B.** In furtherance of the Program, and at the request of the Ministry of Health (the “**Ministry**”), OH has agreed to transfer certain funds to the Recipient to address, among other things:
 - a. Continued advancement of Cohort 3 Ontario Health Teams in order to provide a full and coordinated continuum of care to their attributed populations.
- C.** Subject to the terms and conditions of this Agreement, OH has identified that the Recipient should receive funding to address the purposes set out above.

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCHEDULES

- 1.1 This Agreement includes and incorporates the following schedules:

<u>Schedule “A”:</u>	Funding
<u>Schedule “B”:</u>	Performance Requirements
<u>Schedule “C”:</u>	Reporting Requirements
<u>Schedule “D”:</u>	Partner Organization Requirements

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the period during which this Agreement is in effect, a validly existing legal entity or partnership, existing under applicable provincial and federal laws, with full power to fulfill its obligations under this Agreement;
- (b) it has, and will continue to have for the period during which this Agreement is in effect, the experience and expertise necessary to carry out the Program;
- (c) it is, and will continue to be for the period during which this Agreement is in effect, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds, and this Agreement, including, without limitation O. Reg. 114/94 of the *Medicine Act, 1991* (collectively, "**Applicable Law**");
- (d) if the Recipient is an independent health facility, as such term is defined in the *Independent Health Facilities Act*, R.S.O. 1990, c.I.3, the Recipient shall deliver to OH a copy of the license as set out in Section 3(1) of the *Independent Health Facilities Act*;
- (e) if the Recipient is a long-term care home, as such term is defined in the *Long-Term Care Homes Act* S.O. 2007 c. 8., the Recipient shall deliver to OH a copy of the license or approval as set out in Section 95(1) of the *Long-Term Care Homes Act*;
- (f) the Recipient will, upon request, provide to OH a copy of any other license, permit, approval or certificate required in order for the Recipient to operate in compliance with Applicable Laws and to perform its obligations under this Agreement and the Program; and
- (g) unless otherwise provided for in this Agreement, any information the Recipient provided to OH in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the period during which this Agreement is in effect.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into this Agreement; and
- (b) taken all necessary actions to authorize the execution of this Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which this Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Program successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all reports required pursuant to Subsection 4.2; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide OH with proof of the matters referred to in this Section 2.

3. FUNDING

- 3.1 Subject to the terms and conditions set out in this Agreement, OH shall provide the Recipient with funding for the Program in the amounts and in accordance with the requirements specified in Schedule "A" (the "**Funds**"). OH is not obligated to provide any Funds beyond the maximum aggregate amounts set out in Schedule "A".
- 3.2 All Funds specified in Schedule "A" are provided to the Recipient for: (a) Performance Requirements that must be completed by the end of each Fiscal Year and in accordance with the terms and conditions of this Agreement; and (b) Reporting Requirements that must be completed in accordance with the terms and conditions of this Agreement.
- 3.3 Notwithstanding any provision in this Agreement, the payment of any Funds to the Recipient is conditional upon OH's receipt of funds from the Ministry designated for the purposes of the Program and in such amounts sufficient to cover the funding obligations of OH under this Agreement.
- 3.4 The Parties acknowledge that the Ministry may make additional funding allocations in connection with the Program to OH. In the event that OH transfers such additional funding to the Recipient, the terms and conditions of this Agreement shall apply.
- 3.5 Without limiting any rights of OH herein, the Recipient shall, upon expiry or early termination of this Agreement, return to OH any unspent Funds remaining in its possession or control, unless otherwise agreed to by OH in writing. Funds spent by the Recipient in breach of this Agreement are subject to immediate repayment to OH upon demand.

- 3.6 In connection with the Program, the Recipient may choose to engage one or more local hospitals or other health facilities (each a **“Partner Organization”**) as a subcontractor to ensure adequate access to the Program within the Recipient’s region. Where this occurs, the Recipient shall enter into a performance agreement with such subcontractor to bind the subcontractor to the applicable obligations and requirements of the Recipient in this Agreement. The performance agreement between the Recipient and the Partner Organization shall include the requirements outlined in Schedule “D”. The engagement of a subcontractor shall not relieve the Recipient of its obligations under this Agreement and the Recipient shall at all times remain jointly and severally liable for the acts or omissions of its subcontractors.
- 3.7 Upon direction from OH, the Recipient shall return all unspent Funds to OH following the end of the Fiscal Year settlement process. Notwithstanding the foregoing, OH may, in writing, permit the Recipient to (i) retain any unspent Funds if OH determines the Recipient has successfully completed the Performance Requirements set out in Schedule “B” for one or more OH programs.

4. PERFORMANCE AND REPORTING REQUIREMENTS

4.1 Performance Requirements - General

- 4.1.1. The Recipient shall actively promote the quality standards as identified by OH and perform the requirements, deliverables, and expectations as described in Schedule “B” (collectively, the **“Performance Requirements”**).
- 4.1.2. At all times and notwithstanding the expiration of the Term (as defined below) of this Agreement, the Recipient agrees to continually support and promote the improvement of performance and quality indicators determined by OH from time to time, including the priority indicators included in the applicable performance scorecards issued by OH.

4.2 Reporting Requirements

- 4.2.1. The Recipient agrees to provide to OH the reports, updates, and performance data as specified in Schedule “C”, in accordance with the timelines and content requirements set out therein (the **“Reporting Requirements”**). The Reporting Requirements will address both short and long-term needs and will be reviewed on a periodic basis with the Recipient at such times as determined by OH.
- 4.2.2. In addition to the Reporting Requirements specified in Schedule “C”, the Recipient agrees to submit to OH any other reports reasonably requested by OH, in the form, and in accordance with the timelines as agreed to with the Recipient.
- 4.2.3. The Recipient agrees to participate with OH in the development and monitoring of performance and quality indicators and in the interpretation and data analysis relating to such indicators. The Recipient consents to public reporting of the performance and quality indicators and the corresponding data comparisons with other hospitals and health care facilities, as applicable, provided that such reports are first provided to the Recipient for review and comment.

- 4.2.4. Each Party confirms its commitment to working collaboratively to continually improve the performance and quality of the Program over time.

5. PERFORMANCE AND REPORTING MANAGEMENT

5.1 Reviews

- 5.1.1. OH will conduct periodic performance reviews to assess progress against the Performance Requirements and compliance with the Reporting Requirements at such times as determined by OH.
- 5.1.2. In the event that the Recipient fails to achieve any of the Performance Requirements, OH may take any or all of the following actions: (i) work together with the Recipient to improve performance; (ii) require the Recipient to immediately repay the proportion of the Funds that relates to the outstanding Performance Requirements; (iii) adjust or withhold future funding from OH; and (iv) take such other action as OH deems advisable in the circumstance.
- 5.1.3. Notwithstanding anything to the contrary, if OH determines, acting reasonably, that the Performance Requirements and Reporting Requirements are, in whole or in part, unable to be achieved by the Recipient due to factors beyond the Recipient's control, OH will collaborate with the Recipient to develop and implement a mutually agreed upon joint response plan which may include an amendment to the Recipient's obligations under this Agreement. For clarity, in such event, failure to meet an obligation under this Agreement will not be considered to be a breach of this Agreement to the extent that such failure is caused by a factor beyond the Recipient's control, as determined by OH acting reasonably.

6. YEAR-END SETTLEMENT

6.1 Year-End Settlement

- 6.1.1. OH will also undertake a settlement process following the end of each Fiscal Year to determine whether all Performance Requirements have been successfully performed.
- 6.1.2. Where Performance Requirements have not been successfully performed, upon written notice to the Recipient, the Recipient shall forthwith return to OH that portion of the Funds that relate to the performance shortfall.
- 6.1.3. Year-end settlement will be conducted using the settlement criteria and system as set out in Schedule "A".
- 6.1.4. OH will endeavour to complete the year-end settlement by September 30 of the Subsequent Fiscal Year, provided that OH receives all necessary data required to perform the year-end settlement within the requested time frame.

7. CHANGE IN LEGAL STATUS

- 7.1 The Recipient shall provide thirty (30) days' written notice to OH prior to any dissolution, amalgamation, legal or business name change or any other action that would change the legal status of the Recipient. The notice should outline the details of such actions, including without limitation, the Recipient's new legal name, operating name, contact information, address, and authorized signatories, as applicable. Failure to provide such notice may result in delays in or cancellation of the payment of Funds.

8. TERM & TERMINATION

- 8.1 This Agreement shall commence on the Effective Date and continue until March 31, 2024 (the "Term").
- 8.2 Notwithstanding Subsection 8.1, in the event that OH pays funds to the Recipient in respect of the Program for the next fiscal year after the Term ("**Subsequent Fiscal Year**"): (a) the terms of this Agreement shall continue to apply to such funds with the necessary modifications until a new funding agreement is entered into between the Parties for the Subsequent Fiscal Year ("**Subsequent Agreement**"); and (b) OH is not obligated to provide such funds in the same amounts as set out in Schedule "A". Upon execution of the Subsequent Agreement, such funds shall be deemed to have been provided pursuant to, and shall be governed by, the provisions of the Subsequent Agreement.
- 8.3 OH reserves the right to withhold payment of any and all funds to the Recipient in respect of the Subsequent Fiscal Year in the event that the Subsequent Agreement is not executed within forty-five (45) calendar days of issuance to the Recipient by OH.
- 8.4 Acceptance by the Recipient of funds paid by OH in respect of the Program for the Subsequent Fiscal Year shall evidence the Recipient's acceptance of Subsection 8.2 and Subsection 8.3.
- 8.5 Either Party may terminate this Agreement at any time upon the provision of a minimum of ninety (90) calendar days' prior written notice to the other Party.
- 8.6 OH may immediately terminate or amend this Agreement upon written notice to the Recipient, without liability, if: (i) the funding allocated to the Recipient under this Agreement is not paid to OH by the Ministry; (ii) the funding commitment is otherwise canceled by the Ministry; or (iii) OH deems such termination or amendment to be in the public interest or in the best interest of the healthcare system in Ontario.
- 8.7 In the event of termination, the Recipient shall be entitled only to the amount of Funds earned pursuant to this Agreement up to the effective date of such termination.

9. RECORD MAINTENANCE

- 9.1 The Recipient shall maintain: (a) all financial records (including invoices) relating to the Funds provided hereunder in a manner consistent with accounting principles generally accepted in Canada; and (b) all non-financial documents and records relating to the Recipient's performance of its obligations hereunder in accordance with the Recipient's reasonable document retention policies.

10. COMPLIANCE

- 10.1 The Recipient shall have full and direct responsibility for compliance with any federal and provincial requirements pertaining to disclosure or payment of income taxes, unemployment insurance contributions, workplace safety and insurance premiums, HST, Canada Pension Plan contributions or any other payments or contributions which may be required in respect of the fees and expenses to be paid by the Recipient to any of its employees, agents or consultants employed or retained by the Recipient in connection with this Agreement. The Recipient agrees to indemnify and hold OH harmless from any and all claims, losses or demands made against OH with respect to any such taxes, contributions, remittances, premiums, withholdings, or similar payments.

11. INDEMNITIES AND INSURANCE

- 11.1 The Recipient agrees to defend, indemnify and save OH harmless from any and all claims, losses or demands made against OH arising from any act, omission, fault, default or negligence of the Recipient, its employees, agents, subcontractors, or consultants directly related to the performance or non-performance of its obligations under this Agreement.
- 11.2 During the period in which this Agreement is in effect the Recipient shall maintain in full force and effect general liability insurance for a minimum of CAD \$2,000,000 for any one occurrence. Such insurance shall name Ontario Health as additional insured, but only with respect to this Agreement. The general liability insurance shall include at least the following:
- products and completed operations;
 - personal injury;
 - cross liability;
 - contractual liability;
 - thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.

The Recipient shall provide OH with evidence of insurance upon request.

12. CONFLICTS OF INTEREST

- 12.1 The Recipient shall ensure that the performance of its obligations hereunder is carried out in all its aspects without any actual, potential, or perceived conflict of interest by any person, in whatever capacity.
- 12.2 The Recipient shall disclose to OH in writing without delay any actual, potential, or perceived situation that may be reasonably interpreted as an actual, potential, or perceived conflict of interest.
- 12.3 In the event that an actual, potential, or perceived conflict of interest is identified, OH reserves the right to suspend the payment of Funds until the actual, potential, or perceived conflict of interest is resolved to the satisfaction of OH, acting reasonably. If any conflict of interest cannot be resolved to the satisfaction of OH, acting reasonably, OH may terminate this Agreement and the Recipient will forthwith repay all Funds paid by OH, if required by OH in writing.

13. PRIVACY AND ACCESS

- 13.1 The Recipient acknowledges that the performance of the Parties' obligations under this Agreement does not involve the access, collection, use and/or disclosure of personal health information ("PHI"), as that term is defined under the Ontario Personal Health Information Protection Act, 2004 ("PHIPA"), and/or personal information ("PI"), as defined under the Ontario Freedom of Information and Protection of Privacy Act ("FIPPA"), on behalf of OH. Notwithstanding the foregoing, if the Recipient is required to access, collect, use and/or disclose PHI and/or PI in connection with this Agreement, the Recipient agrees that it will comply with all applicable privacy legislation, including PHIPA and/or FIPPA.
- 13.2 In the event that the Parties' obligations under this Agreement are subsequently amended in writing to involve the disclosure of PI and/or PHI to OH, or the collection of PI and/or PHI from OH, the Parties agree that:
- (a) the terms and conditions respecting such collection and/or disclosure of PI and/or PHI shall be governed by the terms of OH's standard form of a Master Data Sharing Agreement (the "**Master DSA**") which shall be executed between the Parties prior to such collection and/or disclosure of PI and/or PHI;
 - (b) in accordance with the terms of the Master DSA, to the extent that the Recipient agrees to disclose PHI and/or PI to OH under this Agreement (or any amendments thereafter), the names and descriptions of the data elements to be disclosed by the Recipient to OH, as well as the transfer method, timing and frequency respecting such disclosure(s), shall be as set forth or otherwise referenced in Schedule "C" to this Agreement; and
 - (c) for clarity, in the event this Agreement expires or terminates, the Master DSA in accordance with its own terms and conditions will continue to apply to the

collection, use and disclosure of PHI and/or PI between OH and the Recipient as set out in Schedule "C".

- 13.3 OH is designated as an "institution" within the meaning of FIPPA and as a result, all persons may have a legal right of access to information in the custody and/or control of OH, subject to a limited set of exemptions. Notwithstanding any provision in this Agreement, the Recipient acknowledges and agrees that this Agreement and any records or information related to this Agreement, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a Party, an order of the Information and Privacy Commissioner or as otherwise required under Applicable Law. In the event that the Recipient is designated as an "institution" within the meaning of FIPPA, OH acknowledges and agrees that this Agreement and any records or information related to this Agreement, or any portion thereof, may be disclosed in accordance with the provisions of FIPPA, based on an access request to a Party, an order of the Information and Privacy Commissioner or as otherwise required under Applicable Law.

14. CONFIDENTIALITY

- 14.1 All information, data, material, notes, documents, memoranda, computer programs, files and other information of any kind provided by OH to the Recipient in connection with this Agreement (collectively, "**Confidential Information**") shall remain the property of OH, and, upon the termination or expiry of this Agreement for any reason whatsoever, the Recipient shall return all Confidential Information to OH or otherwise securely destroy the Confidential Information to the satisfaction of OH.
- 14.2 The Recipient shall not disclose, or in any way use, either directly or indirectly, any Confidential Information either during the period during which this Agreement is in effect or at any time thereafter, except strictly in connection with the performance of its obligations hereunder, as permitted under this Agreement or as expressly authorized by OH. Except for PHI and PI, this restriction shall cease to apply to information ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law, or to information which becomes available to the public generally, other than by reason of a breach of this clause.

15. VERIFICATION & AUDIT

- 15.1 On reasonable notice to the Recipient, OH, the Auditor General of Ontario (the "**AG**") and/or independent audit professionals acting on behalf of OH and/or the AG (collectively, the "**Auditors**") shall be permitted access to relevant financial records, patient charts and other information in the custody or control of the Recipient in order to verify any information submitted by the Recipient to OH hereunder. Except for the AG, any other auditors shall first enter into confidentiality obligations reasonably acceptable to the Recipient and OH.
- 15.2 The Recipient and OH acknowledge that the Auditors, in conducting such an audit, may review records in the custody or control of the Recipient which contain PI and/or PHI, subject to the

applicable obligations of the Recipient and/or the Auditors under PHIPA and/or FIPPA in respect of the collection, use and disclosure of such records for auditing purposes. In accordance with s. 39(1)(b) of PHIPA, the Recipient agrees to disclose records in the custody or control of the Recipient which contain PHI to the Auditors provided that the Auditors do not remove any records containing such PHI from the Recipient's premises in conducting the audit.

16. DISPUTE RESOLUTION

- 16.1 Each Party agrees to utilize all reasonable efforts to resolve any dispute, whether arising during the period this Agreement is in effect or at any time after the expiration or termination of this Agreement, which touches upon the validity, construction, meaning, or performance of this Agreement or the rights and liabilities of the Parties or any matter arising out of or connected with this Agreement, promptly and in an amicable and good faith manner by negotiations between the Parties.
- 16.2 Either Party may refer any dispute to a dispute management committee, consisting of senior managers of each of the Parties who have the authority to bind such Party (the "**Dispute Management Committee**"). The Dispute Management Committee shall meet as soon as is reasonably possible after a dispute is referred to it, giving due regard to the nature and impact of the issue under consideration.

17. GENERAL


- 17.1 OH may amend this Agreement, acting reasonably, by providing written notice of the amendment to the Recipient and such amendment shall be effective ten (10) business days after such written notice has been provided.
- 17.2 This Agreement shall enure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, executors and successors, but shall not be assignable by any of the Parties hereto without the prior written consent of the other Party.
- 17.3 This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 17.4 Subsection 3.5, Subsection 3.6, Subsection 3.7, Subsection 5.1.2, Subsection 6.1, Subsection 8.2, Subsection 8.3, Subsection 8.4, Section 9, Section 10, Subsection 11.1, Section 13, Section 14, Section 15, Section 16, Section 17 and all other provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement shall not be prejudiced by and shall survive such expiration or termination.
- 17.5 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written representations and agreements. In the event of any conflict between this Agreement and the Master DSA in respect of the collection, use or disclosure of PHI or PI by OH, the terms of the Master DSA prevail.


- 17.6 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
- 17.7 No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.
- 17.8 This Agreement may be executed in counterparts and when each Party has executed an identical counterpart and delivered a copy thereof to the other Party, then all the counterparts taken together shall be deemed to constitute a single identical agreement dated as of the Effective Date.

[Signature page follows]

IN WITNESS WHEREOF this 2023/24 ONTARIO HEALTH TEAM CONTINUED IMPLEMENTATION SUPPORTS AGREEMENT has been executed by the Parties hereto.

ONTARIO HEALTH

By: 
Name: Elham Roushani
Title: Chief Financial Officer,
Ontario Health
Date: May 24, 2023

By: 
Name: Anna Greenberg
Title: Chief Regional Officer, Toronto and East
Ontario Health
Date: May 24, 2023

CORPORATION OF THE COUNTY OF RENFREW

By: _____
Name: _____
Title: _____
Date: _____

I have the ability to bind the organization.

SCHEDULE "A"
FUNDING

A. Introduction

The Recipient shall participate in the Program(s) for which Funds have been allocated, as specified in this Schedule "A".

B. Funding

The Recipient will receive the following Funds for the following Program(s).

Facility Name: Corporation of the County of Renfrew

Facility #: N/A

Ontario Health Team (OHT) Continued Implementation Supports

Funding Item	2023/24 Allocated Funding
Continued Implementation Supports	\$ 750,000.00

C. Allocation Approach

The following processes were used to determine the allocation for the following Program(s).

OHT Continued Implementation Supports

The funding amount(s) noted above were established by the Ministry of Health in collaboration with OH.

D. Settlement Criteria

The following settlement criteria will be used for the following Program(s).

OHT Continued Implementation Supports

Following the end of each Fiscal Year, actual funds spent by the Recipient which must be reported to OH as outlined in Schedule "C", will be reviewed by OH. The Recipient will return all unspent funds to OH in accordance with the year-end settlement process.

Eligible and ineligible expenses are outlined in Schedule "B". The Recipient will receive an Expenditure Report Template, which also outlines eligible/ineligible expenses, for completion as outlined in Schedules "B" and "C".

SCHEDULE "B"

PERFORMANCE REQUIREMENTS

A. Introduction

The Recipient shall perform the Performance Requirements as specified below, for the Program(s) for which the Funds have been allocated as specified in Schedule "A". The Funds should be applied in support of the Goals and Funding Purpose specified below and the Recipient shall adhere to the Program Expectations specified below.

As per Subsection 5.1.2 of the Agreement, in the event that the Recipient fails to achieve any of the Performance Requirements, OH may take any or all of the following actions: (i) work together with the Recipient to improve performance; (ii) require the Recipient to immediately repay the proportion of the Funds that relates to the outstanding Performance Requirements; (iii) adjust or withhold future funding from OH; and (iv) take such other action as OH deems advisable in the circumstance.

Associated Reporting Requirements are detailed in Schedule "C".

B. Performance Requirements

OHT Continued Implementation Supports

In early 2019, the Ontario Health Team (OHT) model of care was introduced as a signature initiative for health care transformation, enshrined in legislation through the *Connecting Care Act, 2019* (CCA).

OHTs enable patients, families, communities, providers and system leaders to work together, innovate, and build on what is best for Ontario's health care system. Through this model, groups of health care providers work together to deliver a full and coordinated continuum of care for patients, even if they are not in the same organization or physical location.

As a team, OHTs work towards a common vision of more integrated and better coordinated care across the province and are enabled to achieve shared improvements according to the principles of the Quintuple Aim: enhancing patient experience, improving population health outcomes, enhancing provider experience, improving value and advancing health equity.

OHTs have been initially working together to improve care experiences and health outcomes for their identified year one target patient populations and are now starting to build towards integrated care for all patients in their attributed populations.

To date, OHTs have made significant progress in redesigning local care and working towards the common vision of more integrated and better coordinated care across the province that is reflective of the principles of the Quintuple Aim.

I. Goals and Funding Purpose

The funding provided through this Program will enable Cohort 3 Ontario Health Teams to continue advancing towards maturity at which time they will provide a full and coordinated continuum of care to their attributed populations.

The objectives of the Program are to:

1. Continue implementation of the OHT model and progression towards OHT maturity according to the OHT Building Blocks, also referred to as the “components of the OHT model”, set out in the Ministry of Health guidance document, *Ontario Health Teams: Guidance for Health Care Providers and Organizations, 2019*, to support readiness for designation under the *Connecting Care Act, 2019* (CCA).
2. Support OHTs’ use of population health management (PHM) and equity-based approaches to improve patient care.
3. Continue to strengthen and expand effective and representative engagement, participation, and leadership in the planning, design, delivery and evaluation of OHT implementation activities by physicians and other clinicians from a range of practice areas and settings.
4. Continue to strengthen and expand effective and representative engagement and participation of patients, families, and caregivers; First Nations, Inuit, Métis, and Urban Indigenous (FNIMUI) communities, Francophone populations and equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities in the planning, design, delivery and evaluation of OHT implementation activities.
5. Build capacity and understanding related to health equity and Indigenous cultural awareness and cultural safety, and the application of the regulation of [Active Offer](#) in the provision of services in French.
6. Enable OHTs to transform patient care and experience through better integration, coordination, and navigation and the use of digital health and virtual care solutions.
7. Improve OHTs’ capacity for collaborative leadership, decision making, and governance.
8. Support the collection, measurement, and reporting of OHT performance data.

II. Program Expectations

The Recipient will:

1. Work with the other members of their OHT to develop and implement an OHT Plan that addresses the priorities and achieves the deliverables further described in Table 1 below.

2. Utilize funding to support one or more of the following:
 - 2.1. Staffing to support completion of the objectives of the Program.
 - 2.2. Activities to support completion of the objectives and deliverables of the Program.
 - 2.3. Administrative, equipment and overhead expenses to support completion of the objectives and deliverables of the Program.
 - 2.4. Activities to support physician and other clinician leadership, engagement, and participation aligned with the Program objectives. This may include project management or administrative support to coordinate improved connections between physicians, clinicians, allied health and social service providers.
 - 2.5. Activities to support patient, family and caregiver engagement, and participation aligned with the Program objectives and deliverables.
 - 2.6. Activities to ensure engagement with FNIMUI communities, Francophone populations, and equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities.
3. Acquire consulting services, as appropriate to support the activities listed below. Please note that expenses related to these services must not exceed 20% of the allocation noted in Schedule "A".
 - 3.1. Website development and maintenance.
 - 3.2. Translation services.
 - 3.3. Community engagement support (e.g., support for engaging with local communities, including FNIMUI communities, Francophone populations, and equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities.)
 - 3.4. Facilitation and mediation services.
4. Not use funding for the following ineligible expenses:
 - 4.1. Acquiring consulting services to support the development of reporting requirements outlined in Schedule "C".
 - 4.2. Acquiring goods or services, including consulting services, that are available through the OHT Central Program of Supports.
 - 4.3. Acquiring goods or services, including consulting services, supported by other funding sources (e.g., personal protective equipment).
 - 4.4. Developing or acquiring digital health solutions or services (including consulting) that:
 - 4.4.1. Would duplicate required provincial digital health solutions in functionality or purpose, or would require the development of new registries, data repositories, or other digital health solutions that are available in whole or part from the Ministry of Health or OH.

- 4.4.2. Are already available through the OHT Central Program of Supports, through OH or OntarioMD, or through other delivery partners whose services or programs are funded by the Ministry of Health (e.g., CHRIS, HRM, and eServices).
- 4.4.3. Would duplicate digital health solutions or services for which existing pilot programs are in place provincially (e.g., digital identity services).
- 4.5. Providing clinical service delivery to patients.
- 5. Ensure that the OHT that they are a part of shall:
 - 5.1. Engage with a range of patients, families, caregivers, and members of the community who are reflective of the attributed population to inform the development and implementation of OHT activities. OHT activities shall align with the OHT's adoption of the *Patient, Family and Caregiver Declaration of Values for Ontario*.
 - 5.2. Ensure that physicians and other clinicians from various disciplines, practice models, and provider organizations serving the approved OHT's attributed population(s) have opportunities to be engaged with, participate in, and provide leadership for OHT activities.
 - 5.3. Ensure engagement with FNIMUI populations, Francophone populations, and equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities for OHT activities.
 - 5.4. Expand and increase integrated care planning and delivery based in primary care across the OHT to support care for the OHT's attributed population.
 - 5.5. Recognize and respect the diversity of Ontario's communities, including by:
 - 5.5.1. Ensuring its members comply with the requirements of the *French Language Services Act (FLSA)*, as applicable, and by working with the appropriate French Language Health Planning Entity or Entities for its priority patient population(s).
 - 5.5.2. Recognizing and respecting the role of Indigenous peoples in planning and implementation.
 - 5.5.3. Working to ensure equitable access to care, for FNIMUI populations, Francophone populations, and equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities.
 - 5.6. Participate in sharing and learning opportunities offered through the OHT Central Program of Supports, including:
 - 5.6.1. OHT communities of practice.
 - 5.6.2. Inter-OHT learning collaboratives and other information-exchange events and opportunities.
 - 5.6.3. Coaching programs.
 - 5.6.4. Webinars and other information-exchange events hosted by OHT supports partners, the Ministry of Health, and Ontario Health.

- 5.7. If requested to, participate in central evaluations by OH provincial and/or independent evaluators.
6. Complete reporting requirements, as outlined in Schedule “C”, including the submission of an annual Collaborative Quality Improvement Plan, in alignment with guidance provided by OH.

Table 1. OHT Plan Objectives and Deliverables

Priority	Objectives	Deliverables
Integrated Care through Population Health Management and Equity Approaches	<ul style="list-style-type: none"> • Use population health management and equity approaches to care planning and delivery to improve patient access, experience and health outcomes. • Redesign clinical pathways, in collaboration with physicians and other clinicians, to improve coordination and integration of care and health outcomes for populations beyond the OHT's initial target population(s). • Recognize the role of First Nations, Métis, Inuit, and Urban Indigenous (FNIMUI) communities and organizations in the planning and delivery of health services in their communities. • Involve and engage members of the OHT communities in the planning, design, delivery and evaluation of the OHT's Plan including: <ul style="list-style-type: none"> ○ First Nations, Métis, Inuit, and Urban Indigenous (FNIMUI) communities ○ Francophone populations, ○ Equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities. • Build capacity related to health equity and Indigenous cultural awareness and cultural safety, and the application of the regulation of Active Offer in the provision of services in French. 	<p>Develop, implement, and measure a plan using population health management and equity approaches to:</p> <ul style="list-style-type: none"> • Continue to improve the coordination and integration of programs and services for initial target population(s). • Design and implement improvements to care coordination and integration for additional target populations. • Ensure engagement with the following groups: <ul style="list-style-type: none"> ○ Patients, family and caregivers ○ First Nations, Inuit and Métis, Urban Indigenous (FNIMUI) populations, ○ Francophone populations, ○ Equity deserving communities, including Black and racialized communities; 2SLGBTQIA+ communities; and people with disabilities. • Advance Indigenous Cultural awareness and safety. • Advance Equity, Inclusion, Diversity, and Anti-Racism (EIDA-R) knowledge and capacity • Advance the provision of health services in French. • Demonstrate that OHT staff have completed the following education (recommended options to be provided): <ul style="list-style-type: none"> ○ Indigenous cultural awareness and safety ○ Health equity ○ Active Offer • Measure and evaluate OHT improvements using the Quintuple Aim framework.

Priority	Objectives	Deliverables
Patient Navigation and Digital Access	<ul style="list-style-type: none"> • Provide patients, families, and caregivers with 24/7 navigation support, aligned to the provincial Health811 system, that facilitates access to care and transitions between settings. • Enable more patients to digitally book an appointment with their primary care providers (primary care physicians and other clinicians). • Improve access to appropriate virtual care services across OHT member organizations. 	<ul style="list-style-type: none"> • Design and implement patient navigation supports, aligned to provincial guidance, and measure impact on patient experience. • Report on progress expanding access to Online Appointment Booking (OAB) in primary care settings. • Complete an assessment of virtual care services across OHT member organizations.
Collaborative Leadership, Decision-Making and Governance	<ul style="list-style-type: none"> • Enhance collaborative governance structures and processes in alignment with progressive OHT maturity and provincial direction (when available). • Demonstrate progress with the implementation of the OHT's Patient, Family and Caregiver Partnership and Engagement Strategy. 	<ul style="list-style-type: none"> • Implement governance requirements relating to OHT membership and operational supports, aligned to provincial guidance (when available). • Report on progress implementing Patient, Family and Caregiver Engagement Strategy.
Primary Care Engagement and Leadership	<ul style="list-style-type: none"> • Strengthen and expand engagement of primary care providers (primary care physicians and other clinicians) in the planning, design, delivery, and evaluation of OHT activities. • Expand OHT membership to include additional primary care providers (primary care physicians and other clinicians) that are linked to the OHT. 	<ul style="list-style-type: none"> • Develop and implement a model and process to enable primary care providers (primary care physicians and other clinicians) to have a collective voice in OHT activities and leadership tables to advance priorities, aligned to provincial direction (when available). • Develop and implement a plan to connect additional primary care providers (primary care physicians and other clinicians) to the OHT.

SCHEDULE "C"

REPORTING REQUIREMENTS

A. Introduction

The Recipient shall submit reports, updates, and performance data to Ontario Health (OH) as specified below, for the Program(s) for which the Funds have been allocated as specified in Schedule "A".

B. Reporting Requirements

1. Contact Profile Reporting

The Recipient will complete the attached contact profile template ("*OHT Continued Implementation Supports Agreement Contact Profile FY23-24*") and submit it to HealthSystem.Agreements@ontariohealth.ca within 2 weeks upon receipt of this letter.

2. OHT Continued Implementation Supports Reporting

Purpose

- Assess performance against Schedule "B" requirements.
- Assess whether funding is being used for eligible expenses and whether OHTs are on track to utilize funding allocations during the related term.
- Allow for tracking against quality criteria/indicators.
- Inform future supports and strategy for OHTs.

The following reporting requirements must not include any personal health information (PHI) or personal information (PI).

a. The OHT Plan

The OHT Plan will describe the implementation approach and timelines for achieving the deliverables set out in Schedule "B" (Table 1). The Plan will also include a measurement and evaluation strategy aligned with objectives and deliverables, including metrics prescribed by the Ministry of Health and OH.

Using the template that OH will provide, the OHT Plan must be submitted to OntarioHealthTeams@ontariohealth.ca by September 29, 2023.

b. Mid-Year Progress Reports

i. Six-Month Financial Expenditure Statement

- The Recipient will submit a six-month financial expenditure statement, signed by the designated financial officer of the Recipient, which must include the following elements:
 - breakdowns of total spending for each eligible activity under the Expenditure Description section of the template;
 - detailing of allocation-to-actual expenditures;
 - explanation of variance between allocation-to-actual expenditures (if applicable);
 - forecast for upcoming reporting period(s) and year-end position; and
 - interest earned on the funds.

The reporting period of this financial expenditure statement is the first six months of the Agreement, from April 1, 2023, to September 30, 2023.

Using the template that OH will provide, the six-month financial expenditure statement must be submitted to OntarioHealthTeams@ontariohealth.ca by October 27, 2023.

ii. Nine-Month Narrative Progress Report

- The Recipient will submit a nine-month narrative progress report which must include the following elements:
 - A brief description of any new OHT Program activities.
 - A progress update including key metrics (where applicable) on each of the deliverables described in the OHT Plan, including whether and how the Program activities are helping the OHT achieve the identified objectives.
 - Progress update on the Harmonized Information Management Plan, including any substantive changes to the OHT's information management, data sharing, and privacy needs and plans.
 - Data on performance indicators as identified by the Ministry of Health and OH.
 - Descriptions of key activities planned for the next reporting period.
 - Other updates and key metrics as prescribed in the reporting template provided by OH.

The reporting period of this narrative progress report is the first nine months of the Agreement, from April 1, 2023, to December 31, 2023.

Using the template that OH will provide, the nine-month narrative progress report must be submitted to OntarioHealthTeams@ontariohealth.ca by February 2, 2024.

c. Collaborative Quality Improvement Plan

The Recipient will engage with partners to submit a Collaborative Quality Improvement Plan (cQIP) to OH that includes a description of the planned activities the OHT will take to address and improve within the areas of focus defined by OH.

The cQIP must be submitted via the QIP Navigator platform by March 29, 2024.

d. Final Report

The Recipient must submit a final report which must include the following elements:

- A status update that includes:
 - A summary description of all Program activities supported by the funding provided via the Agreement, including progress against all deliverables in the OHT Plan, items described above in the six-month progress report, and key metrics (where applicable);
 - Key OHT achievements, described in terms of the Quintuple Aim.
- Data on performance indicators and an evaluative analysis that includes descriptions of successes, challenges, opportunities, key enablers, and lessons learned.
- Any topics as prescribed in the reporting template provided by OH.
- A financial expenditure statement, signed by the designated financial officer of the Recipient that includes the following:
 - A breakdown of total spending for each eligible activity under the Expenditure Description section of the template;
 - Detailing of allocation-to-actual expenditures;
 - Explanation(s) of variance between allocation-to-actual expenditures (if applicable);
 - Interest earned on the funds.

The reporting period of this report is the entire Term of this Agreement, April 1, 2023, to March 31, 2024.

Using the template provided by OH, the final report must be submitted to OntarioHealthTeams@ontariohealth.ca by May 17, 2024.

e. Audited Financial Statement

For 2023/24, the Recipient will submit an audited financial statement to OntarioHealthTeams@ontariohealth.ca by June 28, 2024.

Audited financial statements refer to the Recipient's annual general-purpose audited statements, within which Program activities are expected to be clearly reported.

Summary of Reporting Requirements and Deadlines

Reporting Requirement	Due Date
a. The OHT Plan	September 29, 2023
b. Six-Month Financial Expenditure Statement	October 27, 2023
c. Nine-Month Narrative Progress Report	February 2, 2024
d. Collaborative Quality Improvement Plan	March 29, 2024
e. Final Report (including Financial Expenditure Statement)	May 17, 2024
f. Audited Financial Statement	June 28, 2024

SCHEDULE "D"

PARTNER ORGANIZATION REQUIREMENTS

A. Background

The funding provided through this Agreement will enable Cohort 3 Ontario Health Teams to continue advancing towards maturity at which time they will provide a full and coordinated continuum of care to their attributed populations. As a part of this work, the Recipient will engage with other members of their OHT (each a "**Partner Organization**").

B. Funding Requirements

1. Funding will be provided by OH to the Recipient and will be settled in accordance with the terms of this Agreement.
2. The terms and conditions related to all funding provided by the Recipient to the Partner Organization, as applicable, will be determined directly by the Recipient and the Partner Organization and outlined in agreements between the Recipient and the Partner Organization, as applicable.
3. The Recipient is responsible for ensuring that deliverables performed by the Partner Organization are subject to the expectations outlined in Schedules "B" and "C" of this Agreement, as appropriate.

C. Data Reporting Requirements

1. All deliverables performed by the Partner Organization must be reported in accordance with Schedule "C" of this Agreement. It is the responsibility of the Recipient and Partner Organization to work collaboratively on reporting, as needed.
2. The Recipient should work with the Partner Organization to ensure high quality data, monitor data quality errors, and update data, as needed.
3. If data cannot be submitted as per Schedule "C" or if there are known issues in data quality, OH should be notified by the Recipient immediately.

D. OH-Recipient Reporting Requirements

1. A copy of the year-end settlement between the Recipient and the Partner Organization, as applicable, may be requested by OH.