



**SPECIAL MEETING OF THE
HEALTH COMMITTEE**
Wednesday, September 27, 2023 – 9:40 a.m.

AGENDA

1. Call to order.
2. Land Acknowledgement.
3. Roll call.
4. Disclosure of pecuniary interest and general nature thereof.

Page

5. Emergency Services Department Report 2
6. Date of next meeting (Wednesday, October 11, 2023) and adjournment.

NOTE: a) **County Council: Wednesday, September 27, 2023.**
a) Submissions received from the public, either orally or in writing may become part of the public record.

COUNTY OF RENFREW
EMERGENCY SERVICES REPORT

TO: Health Committee

FROM: Michael Nolan, Director of Emergency Services/Chief, Paramedic Service

DATE: September 27, 2023

SUBJECT: Department Report – Special Meeting

BY-LAWS

1. 2023/24 Virtual Care Programs – Virtual Triage and Assessment Centre Agreement

Attached as Appendix ES-VI is a letter from Elhan Roushani, Chief Financial Officer, Ontario Health, and Anna Greenberg, Chief Regional Officer, Ontario Health including the amended 2023/24 Virtual Triage & Assessment Centre Agreement and corresponding schedules. Instructions were included that the agreement be signed and returned to Ontario Health within two weeks of receipt of the letter. The amendment includes additional funding in the amount of \$1,316,250., to include physician compensation for administrative services, for a total amount of \$4,416,250.

Recommendation: THAT Health Committee recommend that County Council adopt a By-law to amend By Law 103-23, signed June 28, 2023 for an amended Agreement between the County of Renfrew, and Ontario Health for funding to support the Renfrew County Virtual Triage and Assessment Centre for the term April 1, 2023, and ending on March 31, 2024, (“Fiscal Year”), to include additional funding for physician compensation in the amount of \$1,316,250, for total of \$4,416,250.

Background

There is strong evidence that virtual care can improve patient and caregiver experience by facilitating more convenient, timely, and equitable access to care. In addition, virtual care programs can be designed to improve other Quintuple Aim objectives, including improved patient and provider experience, efficiency, population health outcomes and advancing health equity. In most cases, virtual care is most effective when it complements in-person care in the context of established provider-patient relationships. The Renfrew County Virtual Triage and Assessment Centre (RC VTAC) has been supporting residents of Renfrew County through an innovative, community-based, hybrid model of in-person and virtual care. The program focuses on respiratory care and other primary-care issues.

2. Memorandum of Understanding between the County of Renfrew and the Petawawa Centennial Family Health Team (PCFHC)

Recommendation: THAT Health Committee recommend that County Council adopt a By-law authorizing the Warden and CAO/Clerk to sign a Memorandum of Understanding between the County of Renfrew and the Petawawa Centennial Family Health Team (PCFHC) for administration of the Integrated Virtual Care (IVC) component of the VTAC program to provide attachment for previously unattached patients and provide physician services to the VTAC and IVC program.

Background

The purpose of the Memorandum of Understanding, attached as Appendix ES-VII, is to clarify the roles, responsibilities, mutual expectations of the County of Renfrew Paramedic Service with the PCFHC to enable the efficient and effective operations of the Integrated Virtual Care program and physician services. This MOU shall commence on July 1st, 2023, and be in effect until March 31, 2024, unless an extension is mutually agreed upon. This MOU may be terminated upon the mutual written agreement of the parties with the provision of 30 days notice.

COUNTY OF RENFREW

BY-LAW NUMBER

A BY-LAW TO AMEND BY-LAW # 103-23 FOR AN AGREEMENT BETWEEN THE COUNTY OF RENFREW AND ONTARIO HEALTH FOR FUNDING TO SUPPORT THE RENFREW COUNTY VIRTUAL TRIAGE AND ASSESSMENT CENTRE FOR THE TERM APRIL 1, 2023, TO MARCH 31, 2024.

WHEREAS County Council adopted By-Law 103-23 on June 28, 2023, approving that the County of Renfrew sign an agreement with Ontario Health for funding support for the Renfrew County Virtual Triage and Assessment Centre, this agreement has been amended to include additional funding in the amount of \$1,316,250., for physician compensation for administrative services, for a total amount of \$4,416,250.

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with Ontario Health for funding support and physician compensation for RCVTAC for the term of April 1, 2023, to March 31, 2024.

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

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and Ontario Health.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of September 2023.

READ a second time this 27th day of September 2023.

READ a third time and finally passed this 27th day of September 2023.

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

September 20, 2023

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

RE: NOTICE OF AMENDMENT TO THE 2023/24 VIRTUAL CARE PROGRAMS – VIRTUAL TRIAGE & ASSESSMENT CENTRE AGREEMENT

Dear Craig:

Ontario Health (“OH”) and Corporation of the County of Renfrew (the “**Recipient**”) entered into a 2023/24 Virtual Care Programs – Virtual Triage & Assessment Centre Agreement with an effective date of April 1, 2023 (the “**Agreement**”).

The Agreement has been amended to reflect additional funding to remunerate physician worked hours for administrative services as part of the Renfrew County Virtual Triage and Assessment Centre (VTAC) pilot program.

The Renfrew County VTAC has been supporting residents of Renfrew County through an innovative, community-based, hybrid model of in-person and virtual care. The program focuses on respiratory care and other primary-care issues.

Pursuant to Section 17.1 of the Agreement, Ontario Health may amend the Agreement by providing written notice of the amendment to the Recipient, and such amendment shall be effective **10 business days** after such written notice has been provided. The amended sections of the Agreement are highlighted in the attached files. This letter serves as a written notice of amendment to the Agreement on the terms and conditions set out below:

- Schedule “A” of the Agreement is deleted in its entirety and replaced with the attached Schedule “A”.
- Schedule “B” of the Agreement is deleted in its entirety and replaced with the attached Schedule “B”.
- Schedule “C” of the Agreement is deleted in its entirety and replaced with the attached Schedule “C”.

All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement. All the other terms and conditions of the Agreement shall remain in full force and effect, mutatis

mutandis, and the terms and conditions set out in this letter shall expire or terminate concurrently with the Agreement.

The terms and conditions set out in this letter shall be construed and enforced in accordance with, and the rights of Ontario Health and the Recipient shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable herein.

NEXT STEPS:

- 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 the Virtual Triage & Assessment Centre funding, please contact the Virtual Care Team at virtualurgentcare@ontariohealth.ca.

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

Sincerely,



Elham Roushani
Chief Financial Officer
Ontario Health



Anna Greenberg
Chief Regional Officer, Toronto and East
Ontario Health

cc: Mr. Michael Spinks, Regional Digital Lead, East

Encl.

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).

Organization Name: Corporation of the County of Renfrew

Virtual Care Programs

2023/24			
Service	Initial Allocated Funding	Revised Allocated Funding	Variance
Renfrew County Virtual Triage and Assessment Centre (VTAC)	\$3,100,000.00	\$3,100,000.00	\$0.00
Renfrew County VTAC - Physician Compensations for Administrative Services*	\$0.00	\$1,316,250.00	\$1,316,250.00
Total	\$3,100,000.00	\$4,416,250.00	\$1,316,250.00

At the direction of the Ministry of Health and aligned with a funding letter issued from the Ministry of Health to OH, OH is providing funding to The County of Renfrew for this project.

*Funding for Administrative Services based on 39 weeks (July 1, 2023 - March 31, 2024) x 250 hours/week x \$135/hour)

C. Allocated Volumes

1. Renfrew County VTAC

As per Schedule "B", 20% of the total funding noted in the above table is associated with the achievement of the number of VTAC 2.0 Encounters between April 1, 2023-March 31, 2024. Partial completion of this target will result in partial payment of funds, as described in Schedule "B".

Project	VTAC 2.0 Encounters (April 1, 2023-March 31, 2024)
Renfrew County VTAC - VTAC 2.0 Encounters	67,000

2. Renfrew County VTAC - Physician Compensation for Administrative Services

At the direction of the Ministry of Health and aligned with a funding letter issued from the Ministry of Health to OH, OH is providing funding to The County of Renfrew for this project.

Project	Estimated Hours (July 1, 2023-March 31, 2024)
Renfrew County VTAC - Physician Hours for Administrative Services	250

D. Settlement Criteria

1. Renfrew County VTAC

Performance Deliverables have been specified in Schedule "B", and each Performance Deliverable has been assigned a percentage of the total initiative's funding (the "Funding At Risk"). In the event that the Recipient does not meet the specified Compliance Threshold for a Performance Deliverable in alignment with the Program Expectations, OH will recover the corresponding Funding At Risk for that Performance Deliverable.

2. Renfrew County VTAC - Physician Compensation for Administrative Services

Following the end of the Fiscal Year, actual hours completed by the Recipient (as detailed in the template and which must be submitted to the Ministry and OH as outlined in Schedule "C") will be reviewed by OH. Actual hours completed will be compared to the estimated hours noted above. Should the Recipient's actual hours be less than the estimated hours, the Recipient will return the related funding to OH in accordance with the year-end settlement process.

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, Ontario Health (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

Renfrew County Virtual Triage and Assessment Centre (VTAC)

I. Goals and Funding Purpose

There is strong evidence that virtual care can improve patient and caregiver experience by facilitating more convenient, timely, and equitable access to care. In addition, virtual care programs can be designed to improve other Quintuple Aim objectives, including improved patient and provider experience, efficiency, population health outcomes and advancing health equity. In most cases, virtual care is most effective when it complements in-person care in the context of established provider-patient relationships.

The Renfrew County Virtual Triage and Assessment Centre (VTAC) has been supporting residents of Renfrew County through an innovative, community-based, hybrid model of in-person and virtual care. The program focuses on respiratory care and other primary-care issues.

II. Program Expectations

The Recipient hereby acknowledges and agrees that they will undertake activities to support the planning, implementation, adoption and evaluation of the project as outlined in the agreed upon project proposal and below in Section III. Performance Deliverables. In addition, the Recipient shall:

1. Engage on a regular schedule (at least every four (4) weeks) with OH Regions and/or OH on project progress, milestones, issues and mitigation strategies.

2. Complete reporting and progress reports (including reporting of physician hours for administrative services completed) as per the Reporting Requirements defined in Schedule “C”.
3. Agree to financially support a third-party evaluation as part of the budget for funding, with an evaluation partner selected by OH, that will focus on assessing the value and opportunity to sustain and scale the Virtual Triage and Assessment (VTAC) virtual care model. The County of Renfrew will hold the relationship with the evaluation vendor.
4. Ensure that resources are available (such as Information Technology (IT)/Decision Support/Project Management (PM)) for the collection of data, as required to support the evaluation, as applicable.
5. If applicable, confirm that the Recipient’s virtual visit solution is validated or confirmed to be engaged in the OH Virtual Visit Solution Verification Process for validation - <https://www.ontariohealth.ca/system-planning/digital-standards/virtual-visits-verification>
6. Participate in planning activities for OH East Region Episodic Access to Virtual Care Program, Ontario Health Team (OHT) and/or other governance groups as determined by OH.
7. If applicable, report on specific regional metrics, as requested by the OH Regional Digital Health Leads, related to individual projects.
8. Ensure that physician hours completed for administrative services are reported to OH via the monthly status reports.
 - 8.1. Activities eligible for administrative services funding include coordinating paramedic follow ups (in-home assessments etc., when required), assisting patients in navigating existing local healthcare services as well as regional services, and coordinating with the Integrated Virtual Care (IVC) program which provides attachment for previously unattached patients.
9. Ensure that Fee For Service (FFS) activities (i.e. direct patient care - patient assessments) are billed through the Ontario Health Insurance Plan (OHIP) claims payment system in accordance with the rates and requirements listed in the Schedule of Benefits for Physician services (<https://www.health.gov.on.ca/en/pro/programs/ohip/sob/>).

III. Performance Deliverables

The Recipient’s performance will be measured against the Program Expectations and the following Performance Deliverables. Should performance not meet the specified Compliance Threshold, OH may require the Recipient to submit an action plan, in addition to other actions as OH deems advisable in the circumstance in accordance with Subsection 5.1.2 of the Agreement and Part A (Introduction) of this Schedule “B”.

Renfrew County VTAC

#	Performance Deliverable	Compliance Threshold	Funding At Risk (%)
1	Demonstrate ongoing delivery of virtual care strategies and program activities as per the agreed upon project proposal.	Submission of status reports as outlined in <u>Schedule “C”</u> .	20% (monthly and quarterly submissions for the period of time

#	Performance Deliverable	Compliance Threshold	Funding At Risk (%)
			that the project is active in 2023/24 are required; funding will be prorated accordingly if status reports are not submitted)
2	Achievement of the VTAC Encounter Target as specified in <u>Schedule “A”</u> .	Achievement of the VTAC Encounter Target specified in <u>Schedule “A”</u> . The VTAC Encounter Target will be assessed as per the data collected in the monthly data submission file.	20% (based on volumes achieved proportionate to the overall target)
3	Confirm that the Recipient’s virtual visit solution is validated or confirmed to be engaged in the OH Virtual Visit Solution Verification Process for validation.	Submission of confirmation that the solution provider is validated or confirmation that the vendor is engaged in the OH Virtual Visit Solution Verification Process for validation via email at virtualurgentcare@ontariohealth.ca by September 29, 2023, as outlined in <u>Schedule “C”</u> .	5%
4	Continue to lead clinician, patient, and other key healthcare partners engagement activities including, but not limited to: <ul style="list-style-type: none"> identifying the patient population and strategies to support equitable access documenting the workflow / patient journey for various elements of the program explaining the clinical pathways associated with patient care documenting referral and discharge pathways and processes 	Submission of a Workflow Document (template to be shared with the Recipient by OH at a later date), by June 30, 2023, as outlined in <u>Schedule “C”</u> .	25%

#	Performance Deliverable	Compliance Threshold	Funding At Risk (%)
	<ul style="list-style-type: none"> explaining patient attachment strategies supporting ongoing project operations until March 31, 2024 		
5	Complete and provide a Project Close Out Report, which will include, but will not be limited to, the following items: <ul style="list-style-type: none"> lessons learned sustainability plans project evaluation data 	Submission of the Project Close Out Report by April 30, 2024, as outlined in <u>Schedule “C”</u> .	15%
6	Collect and submit Patient and Provider Survey information.	Submission of Patient and Provider Survey information as outlined in <u>Schedule “C”</u> .	15% (submission twice per year; funding will be prorated accordingly if information is not submitted)

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 has been allocated as specified in Schedule “A”.

B. Reporting Requirements

Purpose:

- Reported indicators will be consolidated by OH and used to support ongoing program implementation, progress, and improvement.
- Reported indicators will be made available to the Regions and Ontario Health Teams (OHTs).

1) Contact Profile Reporting

- a. Designate an Overall Contract Management Lead for this Agreement, who will serve as primary contacts with OH on program quality improvement efforts. The attached template “*Renfrew County VTAC Program Contact Profile*” must be completed and submitted to OH within 2 weeks upon receipt of this Agreement.
- b. Designate a Reporting Lead to serve as a single point of contact with OH on reporting issues. The attached template “*Renfrew County VTAC Program Contact Profile*” must be completed and submitted to OH within 2 weeks upon receipt of this Agreement.

2) Renfrew County Virtual Triage and Assessment Centre Program Reporting

a. Status Reports

The Recipient will submit monthly metrics reports, quarterly budget reports and monthly Ministry reports (April, May and June) to OH and/or the Ministry by the 10th business day following the end of each month/quarter (e.g., 10th business day of November for October activity (monthly report); 10th business day of October for Q2 activity (quarterly report)) via email to OH virtualurgentcare@ontariohealth.ca and/or the Ministry providerservicesbranch@ontario.ca. OH Regional Digital Health Leads should also be copied on the email submission.

The Recipient must use the templates created and distributed by OH (Renfrew County VTAC reporting templates and quarterly budget templates) and the Ministry (physician reporting) and include all applicable performance indicators in each submission. Reporting should reflect activity from service

launch or enhancement initiation up until March 31, 2024. Reporting will include budget updates, activity reporting, Ministry physician visit reporting and physician hours related to administrative services.

Note: The data to be submitted to OH will not include PHI/PI. Monthly activity indicators will be reported to OH at the aggregate level for each OHT patient population served by the program.

Note: If there are challenges with the provision of this data (e.g., timing, availability, organizational policy constraints, etc.), the Recipient must engage with OH to identify an alternate approach to successfully complete the reporting requirements and performance deliverables outlined in Schedule “B”. This alternate approach must be mutually agreed upon by the Recipient and OH in writing.

b. Confirmation of Solution Provider Verification

The Recipient will notify OH that the solution provider is verified or the solution provider is actively participating in the OH Virtual Visit Solution Verification process by sending an email to virtualurgentcare@ontariohealth.ca by September 29, 2023.

c. OH Workflow Document

The Recipient will submit a Workflow Document, which will include information identifying the patient population and strategies to support equitable access, workflow / patient journey for various elements of the program, clinical pathways associated with patient care, referral pathways and processes and patient attachment strategies. The Workflow Document should be submitted via email to virtualurgentcare@ontariohealth.ca by June 30, 2023. OH Regional Digital Health Leads should also be copied on the email submission. The Recipient must use the template created by OH, which will be distributed at a later date. The submission will not include PHI/PI.

d. Project Close Out Report

The Recipient will submit a Project Close Out Report to virtualurgentcare@ontariohealth.ca by April 30, 2024. A copy of this report should also be sent to the OH Region. The template to be used and transmission method for the submission will be communicated by OH at a later date. The submission will include the following elements:

- a description of the change management approaches taken, highlighting the engagement of patients, clinicians, and other key healthcare groups throughout the project lifecycle
- a description of communications activities completed
- details on lessons learned throughout the course of the project (such as, what worked well, challenges, and adaptive changes that were made), which considers all aspects of the project lifecycle (such as planning, implementation, adoption, and optimization)
- details on the sustainability plans for program operations past the funding period

- project evaluation data

Note: While various parties may submit information on behalf of Recipient, the Recipient is at all times responsible for the activities contemplated by the Agreement.

e. OH Patient and Provider Survey Results

The Recipient will submit patient and provider results twice a year, which will include information regarding project experience and outcomes, via email to virtualurgentcare@ontariohealth.ca, by November 30, 2023, and April 30, 2024. This bi-annual report should also be sent to the OH Regional Digital Health Leads.

The Recipient must use the template created by OH, which will be distributed at a later date. The submission will not include PHI/PI.

3) Additional Reporting

a. Additional Reporting

Recipients may be required to submit additional information to OH, as requested by the OH Regions, related to individual projects.

COUNTY OF RENFREW

BY-LAW NO.

A BY-LAW AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF RENFREW AND PETAWAWA CENTENNIAL FAMILY HEALTH CENTRE FOR ADMINISTRATION OF THE INTEGRATED VIRTUAL CARE COMPONENT OF THE RCVTAC PROGRAM TO TAKE EFFECT JULY 2023, AND BE IN EFFECT UNTIL MARCH 31, 2024, UNLESS EXTENSION IS MUTUALLY AGREED UPON

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

AND WHEREAS the County of Renfrew deems it desirable to accept the Memorandum of Understanding with the Petawawa Centennial Family Health Team (PCFHC) for administration of the Integrated Virtual Care (IVC) component of the VTAC program to take effect July 1, 2023, and be in effect until March 31, 2024, unless extension is mutually agreed upon.

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

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and the Petawawa Centennial Family Health Centre.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of September 2023.

READ a second time this 27th day of September 2023

READ a third time and finally passed this 27th day of September 2023

PETER EMON, WARDEN

CRAIG KELLEY, CLERK

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF RENFREW

("County of Renfrew **Paramedic Service**")

9 International Dr., Pembroke, ON

- and -

Petawawa Centennial Family Health Centre

(PCFHC) "The Recipient"

54 Civic Centre Road

Petawawa, Ontario

WHEREAS the County of Renfrew Paramedic Service provides acute care and primary care services to residents of the County of Renfrew communities and The Petawawa Centennial Family Health Centre endeavours to serve the members of our community and support the health and well-being of those within the region.

AND WHEREAS the Renfrew County Virtual Triage and Assessment Centre (VTAC) has been supporting residents of Renfrew County through an innovative, community-based, hybrid model of in-person and virtual care. The program focuses on respiratory care and other primary-care issues.

AND WHEREAS the County of Renfrew has enabled the PCFHC through this MOU to administer the Integrated Virtual Care (IVC) component of the VTAC program to provide attachment for previously unattached patients and provide physician services to the VTAC and IVC program as a whole.

AND WHEREAS the purpose of this MOU is to clarify the roles, responsibilities, mutual expectations of the County of Renfrew Paramedic Service with PCFHC with a view to enabling the efficient and effective operations of the IVC program and physician services.

1. DEFINITIONS

In this Memorandum of Understanding,

1.1 **"Applicable Law"** means all laws, statutes, regulations, treaties, by-laws, codes, ordinances, judgments, decrees, rules, official directives, consents, approvals, authorizations, guidelines, orders and policies, in all cases applicable, binding and enforceable in Ontario;

1.2 **"Confidential Information"** has the meaning ascribed thereto in Section 6.1 hereof;

- 1.3 **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* (Ontario);
- 1.4 **"Health Records"** has the meaning ascribed thereto in Section 6.3 hereof,
- 1.5 **"MOU"** means this Memorandum of Understanding as the same may be amended in writing from time to time and all uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this MOU and not to any particular section or portion of it,
- 1.6 **"PHIPA"** means the *Personal Health Information Protection Act* (Ontario),
- 1.7 **"Parties"** means the County of Renfrew Paramedic Service and PCFHC and **"Party"** means,
- 1.8 **"Personal Health Information"** has the meaning ascribed to it in PHIPA,
- 1.9 **"Personal Information"** has the meaning ascribed to in FIPPA,
- 1.10 **"Term"** has the meaning ascribed thereto in Section 3 hereof.

2. IVC and Physician Services

- 2.1 PCFHC acknowledges and agrees that they will undertake activities to support the planning, implementation, adoption, and evaluation of the VTAC program.

Performance deliverables.

In addition, the recipient shall:

- a. Engage on a regular schedule (at least every four (4) weeks) with the County of Renfrew on project progress, milestones, issues, and mitigation strategies.
- b. Complete reporting and progress reports (including reporting of physician hours for administrative services completed) as per the reporting requirements defined by the County of Renfrew and / or Ontario Health.
- c. Agree to financially support a third-party evaluation as part of the budget for funding, with an evaluation partner selected by Ontario Health, that will focus on

assessing the value and opportunity to sustain and scale the Virtual Triage and Assessment (VTAC) virtual care model.

- d. Ensure that resources are available (such as information technology (IT)/decision support/project management, for the collection of data, as required to support the evaluation, as applicable.
- e. If applicable, confirm that the PCFHC virtual visit solution is validated or confirmed to be engaged in the Ontario Health virtual visit solution verification process for validation –

<https://www.ontariohealth.ca/system-planning/digital-standards/virtual-visits-verification>

- f. Participate in planning activities for the County of Renfrew Community Health Programs Advisory Committee and when requested by the County, Ontario Health East Region episodic access to virtual care program, Ontario Health Team (OHT) and/or other governance groups as determined by the County of Renfrew.
 - g. If applicable, report on specific regional metrics, as requested by the County of Renfrew.
 - h. Ensure that all staff and physician hours completed for Administrative and Clinical services are reported to the County of Renfrew via monthly status reports.
 - Activities eligible for administrative services funding include scheduling, billing, data collection, quality assurance programs, administrative oversight of the IVC program, clinical and physician services with VTAC and Integrated Virtual Care (IVC) program.
 - i. Ensure that fee for service activities (i.e., Direct patient care - patient assessments) are billed through the Ontario Health Insurance Plan (OHIP) claims payment system in accordance with the rates and requirements listed in the schedule of benefits for physician services (<https://www.health.gov.on.ca/en/pro/programs/ohip/sob/>)
- 2.2 This MOU shall commence on July 1st, 2023 (the “**Effective Date**”) and be in effect until March 31, 2024, unless an extension is mutually agreed upon.
- 2.3 This MOU may be terminated upon the mutual written agreement of the Parties with the provision of 30 days notice.

3. GOVERNANCE

- 3.1 County of Renfrew Paramedic Service will designate representatives who shall meet and/or speak regularly with PCFHC to review, plan, and evaluate the VTAC / IVC program and performance of physician services.
- 3.2 The County of Renfrew Paramedic Service will be responsible for performance, payroll, finance, and coordination functions associated with the VTAC / IVC programs.

4. CONFIDENTIALITY, HEALTH RECORDS AND REPORTING OBLIGATIONS

4.1 Confidential Information

- a. Each Participant covenants that it will keep in confidence the Confidential Information of other Participants (each a “Disclosing Party”) that it has received as a consequence of entering into this Agreement and take all reasonable precautions to protect such Confidential Information from any use, disclosure or copying except as expressly authorized by this Agreement.
- b. Each Participant will take all reasonable precautions to restrict access to such Confidential Information to its own employees and agents, including any authorized subcontractors who require access to such information in connection with VTAC / IVC. In this Agreement, “Confidential Information” means all confidential, secret, or proprietary information relating to the Disclosing Party, to which access is obtained or granted hereunder, which when made available to a Participant is marked or otherwise designated as confidential or which by its nature a person acting reasonably would assume is confidential, provided, however, that Confidential Information shall not include any data or information which:
 - i. is or becomes publicly available through no fault of the Participant receiving the information,
 - ii. is already in the rightful possession of the Participant receiving the information prior to its receipt from the Disclosing Party as evidenced by documentation,
 - iii. is independently developed by the Participant receiving the information as evidenced by documentation,
 - iv. is rightfully obtained by the Participant receiving the information from a third party having legitimate possession of the information and the right to make such disclosure,
 - v. is disclosed with the written consent of the Disclosing Party; or
 - vi. is disclosed pursuant to a requirement to do so under a law applicable in Ontario, provided that the Participant being legally compelled to disclose the

Confidential Information provides the Disclosing Party with reasonable notice of such requirement (to the extent permitted by law) to allow the Disclosing Party to object to or seek an appropriate order to prevent or limit such disclosure.

- c. Each Party hereto acknowledges that the other's Confidential Information, other than that which is publicly known or subject to disclosure pursuant to FIPPA, is confidential and proprietary information and constitutes trade secrets.

For clarity, Confidential Information does not include personal health information to which the provisions of Schedule "A" apply.

4.2 Exceptions to Confidential Information

Notwithstanding the foregoing, neither Party shall have any obligation with respect to any information concerning the business or affairs of the other Party that:

- (a) is documented as already being in the Recipient's possession without burden of confidentiality,
- (b) is or becomes publicly available or public knowledge through no fault of the Recipient,
- (c) is disclosed in accordance with the provisions of FIPPA, based on a request and/or an order or decision of authorities having jurisdiction under FIPPA or as otherwise required under applicable law without condition of confidentiality, provided that the Recipient notifies the other Party in advance and that the disclosure is not greater than the minimum required; or
- (d) is furnished to the Recipient by a third party without restriction on disclosure.

4.3 Health Records

- (a) Each Party is a health information custodian as defined under the *Personal Health Information Protection Act, 2004* (PHIPA).
- (b) The Parties agree that for the purposes of VTAC / IVC, PCFHC and its employees will act as Agent(s) of The County of Renfrew pursuant to section 17 of PHIPA for the purposes of personal health information contained and entered into the VTAC Telus PSS Electronic Medical Record (EMR) that The County of Renfrew shall maintain ownership, custody or control of records of personal health information ("VTAC **Health Records i.e., Telus PSS EMR**") created and maintained in connection with the Telus PSS EMR set up for VTAC / IVC in accordance with Applicable Law.

- (c) The Parties agree that for the purposes of VTAC, the County of Renfrew Paramedic Service, PCFHC and its employees are the health information custodian as defined under the *Personal Health Information Protection Act, 2004* (PHIPA) for the records entered and maintained for patients of the VTAC / IVC within the Telus PSS EMR. The County of Renfrew Paramedic Service maintains ownership, custody or control of the personal health information ("PSS Health Records) created and maintained in connection with the Telus PSS EMR software utilized for VTAC / IVC in accordance with the applicable Law.

The Parties agree that they shall provide access to and/or copies of relevant PSS Health Records for the purposes of providing care or assisting in the provision of care, to the extent permitted by PHIPA. The Parties agree to work cooperatively to facilitate the sharing of personal health information to support the provision of health care, to the extent permitted by Applicable Law.

- (d) The Parties agree that personal health information will be shared and made available to the other Party and their agents in a private and confidential manner using reasonably secure, reliable, expedient, and practical form of communication available to the Parties.

4.4 Privacy

Each Party shall strictly comply, and shall ensure that all its representatives, agents, directors, officers, and employees strictly comply, with the requirements of all relevant privacy and confidentiality legislation under PHIPA outlined in Schedule "A".

4.5 Reporting Obligations

The Parties shall work cooperatively to ensure that they fulfill their individual and joint reporting obligations to the County of Renfrew, Ministry, Ontario Health, or the local medical officer of health within the meaning of the *Health Protection and Promotion Act*.

5. INSURANCE AND INDEMNITY

- 5.1 During the term of this MOU the Parties, at their own expense, shall maintain in full force and effect comprehensive general and professional liability insurance for a minimum of five million dollars (\$5,000,000) for any one occurrence, including professional malpractice, against claims for bodily injury, death, property damage or loss arising out of its obligations under this MOU. Any and all policies of such insurance shall be for the mutual benefit of the Parties, shall name the other Party as additional insured's and shall include coverage providing cross liability and severability of interest.

- 5.2 The Parties shall provide each other with evidence of insurance upon request and neither Party shall cancel, make any material change to, or not renew such insurance without providing the other Party with thirty (30) days' prior written notice.
- 5.3 The County agrees to indemnify and save the PCFHC, its directors, officers, members, employees, agents, volunteers and other representatives, and other persons for whom the County is or may become responsible in law harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the County, its servants, agents or employees related to or arising out of the Assessment Centre or any other matter to which this MOU pertains, together with all reasonable legal expenses and costs incurred by PCFHC in defending any legal action pertaining to the above.
- 5.4 The County of Renfrew Paramedic Service agrees to indemnify and save PCFHC its directors, officers, members, employees, agents, volunteers and other representatives, and other persons for whom the County of Renfrew Paramedic Service is or may become responsible in law harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the County of Renfrew Paramedic Service, its servants, agents, or employees related to or arising out of the Assessment Centre or any other matter to which this MOU pertains, together with all reasonable legal expenses and costs incurred by PCFHC in defending any legal action pertaining to the above.
- 5.5 No Party shall be responsible for any indirect, incidental, or consequential damages suffered by the other Party, including lost profits or failure to realize expected savings, even if the indemnifying party has been advised of the possibility of such loss or damage.

6. HEALTH AND SAFETY

- 6.1 Each Party shall have coverage through the Workplace Safety Insurance Board and shall provide evidence of coverage to the other Party upon request. In the event of a workplace injury, the Party who employs the individual shall be responsible for processing the applicable claim through the Workplace Safety Insurance Board. Both Parties will co-operate in the investigation of any workplace injury.
- 6.2 Each Party shall be responsible for the health and safety of its respective employees and agents in accordance with Applicable Law, including the *Occupational Health and Safety Act* (Ontario).

7. DISPUTE RESOLUTION

- 7.1 Case-specific disputes, disagreements or issues will normally be dealt with by the staff directly involved. If resolution is not feasible, the issue will be referred to the Deputy Chief, Community Programs at the County of Renfrew.

- 7.2 If patients have concerns or complaints about the services provided by PCFHC, they will be encouraged to speak directly with the staff member involved. If the complaint cannot be resolved, the patient will be encouraged to speak with the Executive Director, PCFHC. All patient concerns or complaints will be dealt with in accordance with PCFHC policies and procedures. The County of Renfrew Deputy Chief, Community Programs will be notified and provided a summary of the complaint resolution.
- 7.3 Disputes or disagreements between the Parties will be handled openly, honestly and with integrity, and dealt with according to the County of Renfrew Paramedic Service's and PCFHC policies and procedures. Every effort will be made to find an acceptable solution to each such disagreement. If the matter cannot be resolved, a Party may provide written notification of the dispute or disagreement to the County of Renfrew Chief Paramedic / Director of Emergency Service or designate. A resolution will then be negotiated by both Parties. If needed, the Parties will consult with and/or seek mediation from a third party. The expenses for any third-party mediation will be split equally among the Parties.

8. INDEPENDENT CONTRACTORS

The relationship among the Parties is that of independent contractors. This MOU is not intended to create a partnership, joint venture, employment, or agency (other than within the meaning of PHIPA) relationship among the Parties. No Party shall have the power or authority to bind any other Party or to assume or create any obligation or responsibility, expressed or implied, on the other Party's behalf or in its name, nor shall it hold itself out to any third party as a partner, joint venture, agent, or employee of the other. Each Party shall be responsible and liable for its own employees, agents, and subcontractors.

9. NOTICE

- 9.1 Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if it is made in writing and delivered by mail, personal delivery or facsimile or email with receipt notification requested and addressed to the County of Renfrew Paramedic Service, or PCFHC, as the case may be, as set out below:

If to PCFHC

**Petawawa Centennial Family Health Centre
(PCFHC)**

54 Civic Centre Road

Petawawa, Ontario

Attention: Judy Hill, Executive Director

If to the County of Renfrew
Paramedic Service:

County of Renfrew Paramedic Service

9 International Dr.

Pembroke, Ontario

K8A 6W5

Tel: 613-818-9517

Attention: Craig Kelley, CAO/Clerk

10. MISCELLANEOUS

- 10.1 This MOU constitutes the entire agreement between the Parties and supersedes all other agreements, understandings, negotiations, and discussions, whether in oral or written form between the Parties to this MOU. There are no warranties, representations, or other agreements between the Parties with respect to the services, except as specifically provided herein.
- 10.2 This MOU may be amended or supplemented only by written agreement signed by all Parties. If a change in any applicable law necessitates a change in the manner of providing any of the services provided by VTAC / IVC, the Parties shall work cooperatively to amend this MOU to accommodate such change.
- 10.3 The provisions of this MOU which by their own terms take effect on termination of this MOU or which by their nature survive termination of this MOU (such as provisions relating to confidentiality and privacy, and insurance and indemnification), shall continue in full force and effect and survive such termination.
- 10.4 Neither this MOU nor any of the rights or obligations of any Party may be assigned without prior written consent of the other Party of this MOU. The obligations of a Party hereunder may not be subcontracted to another person without the prior written consent of the other Party.

- 10.5 This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this MOU or any other agreement, document or instrument contemplated herein, and the Parties accept and irrevocably submit to the jurisdiction of the courts of Ontario and acknowledge their competence and agree to be bound by any judgment thereof.
- 10.6 Each provision contained in this MOU is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision shall not affect the validity or enforceability of any other provision of this MOU.
- 10.7 No waiver of any provision of this MOU is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy under this MOU shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this MOU shall be deemed to be a waiver of any subsequent breach of that provision.
- 10.8 This MOU may be executed in any number of counterparts each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument and receipt of a facsimile or electronic document of an executed signature page of this MOU by a Party shall constitute satisfactory evidence of execution of this MOU by such Party.

At the conclusion of the program any administrative equipment or clinical equipment purchased from funds associated with the VTAC / IVC shall be returned to the County of Renfrew.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF the parties hereto have duly executed this MOU on the 27th day of September 2023.

County of Renfrew

Signature: _____
(having the authority to bind the corporation)

Print Name: Peter Emon

Title: Warden _____

Date: September 27, 2023

Signature: _____
(having the authority to bind the corporation)

Print Name: Craig Kelley

Title: CAO/Clerk

Date: September 27, 2023

Petawawa Centennial Family Health Centre

Signature: _____
(having the authority to bind the corporation)

Print Name: _____

Title: _____

Date: _____

Schedule "A"
Privacy, Personal Health Information

Definitions, Interpretation

1. In this Schedule "A", capitalized terms that are not defined below have the meaning attributed to them in the Agreement:
 - a. "Agent" has the meaning attributed to "agent" in PHIPA,
 - b. "Custodian" has the meaning attributed to "health information custodian" in PHIPA,
 - c. "PHI" means information that is defined as "personal health information" in PHIPA, that is collected, used, disclosed, processed and/or stored by means of the Solution, including the CDR and in connection with a Participant, PHI for which the Participant is the Custodian,
 - d. "PHIPA" means the Personal Health Information Protection Act, 2004 (Ontario); and
 - e. "Privacy Law" means any applicable privacy laws, including but not limited to PHIPA and the Regulations made under PHIPA; and
2. Any reference to the County of Renfrew Paramedic Service in this Schedule includes any sub-contractors, suppliers, employees, and agents retained by the County of Renfrew Paramedic Service to perform its obligations under the Agreement.

Relationship of the Parties

3. The Parties acknowledge and agree that:
 - a. each Participant is a Custodian subject to Privacy Law, including a requirement to protect patient health information,
 - b. The County of Renfrew Paramedic Service Chief is identified as the Health Information Custodian (HIC) for the purpose of the health records entered and maintained within the EMR utilized for the VTAC program.
 - c. PCHFC Executive Director is identified as the Health Information Custodian (HIC) for the purpose of the health records entered and maintained within the EMR as it is utilized for the purposes of scheduling physician assessment for patients of the IVC roster.
 - d. It will be necessary for the purpose and in the course of performing the VTAC / IVC Services for The County to access, use, manipulate, store, transmit and destroy PHI on behalf of the PCFHC.
 - e. It will be necessary for the purpose and in the course of performing the VTAC / IVC Services for PCFHC to access, use, manipulate, store, transmit and destroy PHI on behalf of the County.

Obligation of the County of Renfrew Paramedic Service

4. Unless otherwise instructed by the County of Renfrew Paramedic Service, PCFHC and participants shall not access, use, manipulate, store, or destroy PHI contained within Telus PSS EMR except for the purpose of performing the VTAC / IVC services.
5. PCFHC shall ensure that only those of its employees and agents, including any subcontractors who have a need to access PHI for the performance of the Services ("Personnel") have access to PHI and that:
 - a. Personnel is made aware, to the extent required for their role in the performance of the VTAC Services and agree to comply with the restrictions applicable to the County of Renfrew Paramedic Service in connection with PHI under this Schedule "A"; and
 - b. upon termination of their employment or affiliation with the County, Personnel access to PHI is terminated.
6. PCFHC shall take reasonable steps to ensure compliance by Personnel with their obligations regarding personal health information.
7. PCFHC shall cooperate with The County of Renfrew Paramedic Service, acting reasonably, in the event of a complaint to or investigation by a privacy authority in connection with PHI or in connection with any privacy impact, threat, risk or other assessment performed by Participant in connection with its use of the VTAC / IVC Services.
8. The PCFHC will direct any requests for access to or the correction of PHI within Telus PSS to the County of Renfrew Paramedic Service.
9. To the extent practicable and in a form that is practicable, PCFHC shall retain and make available to the County a record of all the PCFHC Personnel access to PHI within Telus PSS EMR.
10. The PCFHC shall use physical, technological, and administrative safeguards meeting or exceeding then-current industry standards applicable to personal information for the protection of PHI against theft, loss, unauthorized access, collection, use, disclosure, copying, modification, destruction, or disposal.
11. PCFHC shall promptly notify the County:
 - a. in the event of the theft, loss, destruction or unauthorized access, use, transfer, disclosure, copying or modification of PHI within Telus PSS EMR if PCFHC has reasonable grounds to suspect that any such unauthorized activity is likely to occur,
 - b. if for any reason PCFHC does not comply, or anticipates that it will be unable to comply, with this Schedule "A", including a description of the non-compliance or anticipated non-compliance and the steps the PCFHC proposes to take to address, and prevent the recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

12. To the extent that the PCFHC continues to hold or have access to PHI within Telus PSS EMR after the termination of the Agreement, PCFHC shall comply with this Schedule "A" in connection with such PHI.

Conflict

13. In the event of any conflict or inconsistency between this Schedule "A" and the Agreement, the provisions of this Schedule "A" shall prevail.

**SCHEDULE B – PCFHC
ROLES – IVC and Physician Services to VTAC**

Administrative Lead:

Human Resources:

- Hiring, orientation, training, support, and human resource management of medical reception staff related to IVC.
- Hiring, orientation, training, support, and HR management of admin support
- Scheduling of all physician staff including back fill, emergency replacement, vacation replacement, etc. to ensure coverage up to 7 days a week,
- Payroll for all staff including bi-weekly payroll submissions, validation, T4's and other paperwork.

Training:

- Development, set up, coordination and delivery of training for all staff hired on:
 - EMR – including support by FHT/VTAC staff to physicians, scheduling of appointments, follow up as needed, OLIS/Clinical Viewer support, etc.
 - Overall training on VTAC and IVC and how each program operates and expectations all administrative and clinical staff,
 - Detailed review of all policies, procedures, code of conduct and professional standards.

Financial:

- Payment of VTAC invoices – e.g., Virtual Visiting, website hosting and management,
- Submission of monthly invoicing to the County of Renfrew for all VTAC / IVC related costs.
- Submit monthly summary of all reporting to the Ministry of Health for all related expenses and revenues.
- Submit tracking and reconciliation of expenses and revenues for all VTAC / IVC related expenses.
- Review staffing, volumes, funding, and costs on a monthly basis. Adjust financial commitments if it is identified by the County that funding commitments have changed.

Other Administrative support by VTAC / IVC admin staff

- Set up of remote access to EMR for reception and physicians,
- Ongoing monitoring of billing – removal and addition of new staff/physicians to Telus EMR,
- Tracking, set up and training for equipment,
- Set up users with appropriate accounts for the VTAC / IVC website and the InContact phone system,
- Scheduling of physicians.

Coordination

- Work with the Community Paramedic program for VTAC patients as well as remote monitoring as needed.
- Coordinate meetings with the County of Renfrew as needed.

Reporting:

- Monthly reporting of all activities to the County of Renfrew and Ontario Health as required.
- Weekly updating of data and dashboard on VTAC / IVC website.

Patient Facing:

- Uploading of other results received for patients to the patient's chart in the EMR.
- Distribution of email consent form to patients requesting results.
- Emailing of results once consents received.

Oversight:

- County of Renfrew Paramedic Service is the Transfer Payment holder for the VTAC / IVC programs. The County of Renfrew Paramedic Service is responsible for the oversight, performance, and administration of this program. The County of Renfrew Paramedic Service will provide the support and guidance necessary to the PCFHC and its staff for the provision of the IVC and physician services.