

**EAST TORONTO HEALTH PARTNERS**

**JOINT VENTURE AGREEMENT BETWEEN AND AMONG**

**TORONTO EAST HEALTH NETWORK, operating as MICHAEL GARRON  
HOSPITAL**

**AND**

**UNITY HEALTH TORONTO, operating as PROVIDENCE HEALTHCARE**

**AND**

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

**AND**

**VHA HOME HEALTHCARE**

**AND**

**WOODGREEN COMMUNITY SERVICES**

**AND**

**EAST TORONTO FAMILY PRACTICE NETWORK**

**Made as of December 2, 2019**

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This **JOINT VENTURE AGREEMENT** is made as of December 2, 2019 between and among:

**TORONTO EAST HEALTH NETWORK**, operating as **MICHAEL GARRON HOSPITAL**

and

**UNITY HEALTH TORONTO**, operating as **PROVIDENCE HEALTHCARE**

and

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

and

**VHA HOME HEALTHCARE**

and

**WOODGREEN COMMUNITY SERVICES**

and

**EAST TORONTO FAMILY PRACTICE NETWORK**

**BACKGROUND:**

- A. The first five Anchor Partners listed above (the “**Original Anchor Partners**”) have a history of working together.
- B. The Original Anchor Partners came together as a “network of networks”, each being representative of one of the following segment/sector of providers: hospitals/acute care settings, rehabilitation and long-term care facilities, community health centres, community mental health programs, home healthcare agencies, primary care organizations, and community support agencies.
- C. The Original Anchor Partners wish to build on their previous collaborations and benefit from their collective expertise and experience in providing a range and continuum of health care and support to residents of East Toronto by forming the East Toronto Health Partners (the “**ETHP**”) with a view to the ETHP being designated as an integrated care delivery system under the *Connecting Care Act*.
- D. East Toronto Family Practice Network is a not-for-profit corporation incorporated on September 9, 2019 to represent Family Practitioners in East Toronto, including in the governance and leadership of the ETHP.
- E. The Original Anchor Partners and EasT-FPN wish EasT-FPN to join the ETHP as an Anchor Partner to enable the participation of Family Practitioners in the governance and leadership of the ETHP.

- F. The Original Anchor Partners and EastT-FPN share a common commitment to plan, design, implement, and oversee the ETHP as part of transforming how health care and support is planned, funded, and delivered in East Toronto for the benefit of its residents.
- G. This Agreement governs how the Anchor Partners will work together and with Engaged Partners and Supporters to achieve their shared vision and goals in providing integrated health care and support to residents in East Toronto, while recognizing the autonomy of the boards of directors of each Anchor Partner, Engaged Partner, and Supporter.

**FOR VALUE RECEIVED**, the Anchor Partners agree as follows:

### **ARTICLE 1 – INTERPRETATION**

- 1.1 **Definitions.** In this Agreement, the following terms shall have the following meanings:
- (a) **“Agreement”** means this joint venture agreement, and includes each schedule listed in Section 1.2 and all Collaboration Schedules, which form a part hereof, as amended from time to time.
  - (b) **“Anchor Partner”** means each of MGH, Providence, SRCHC, VHA, WoodGreen, and EastT-FPN, and any additional entity that becomes an Anchor Partner in accordance with Section 5.3, and **“Anchor Partners”** means all of them.
  - (c) **“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory holidays observed in Ontario.
  - (d) **“Client”** means the individuals or families being served by the ETHP or a Partner, and should be read to include patient, participant, resident, and population.
  - (e) **“Collaboration”** means the collaboration on specific strategies, initiatives, programs, and services as described in this Agreement.
  - (f) **“Collaboration Schedule”** means any schedule executed by the participating Partners and others that sets out the details about a specific Collaboration.
  - (g) **“Community”** means the residents of East Toronto and others who may come to be served by the ETHP or a Partner.
  - (h) **“Confidential Information”** means information of an Anchor Partner that by its nature is confidential and proprietary information that is disclosed to a receiving Anchor Partner but does not include information that: (i) was known to or received by the receiving Anchor Partner prior to its receipt from the disclosing Anchor Partner (unless acquired on a confidential basis), and such knowledge or receipt is documented; or (ii) was public knowledge at the time received by the receiving Anchor Partner, or later became public knowledge through no fault of the receiving Anchor Partner.

- (i) “**Connecting Care Act**” means the *Connecting Care Act, 2019*, S.O. 2019, c. 5 Sched 1, as amended from time to time.
- (j) “**EasT-FPN**” means East Toronto Family Practice Network, a non-profit corporation, incorporated to represent Family Practitioners in East Toronto, that is committed to undertaking strategic planning to facilitate Family Practitioners working collaboratively with other providers and participants in the healthcare system; to strengthen the quality of primary care services within the healthcare system; and to work with other providers and participants in the healthcare system to undertake systemic and integrated quality improvement and to promote patient engagement.
- (k) “**East Toronto**” means the area within Toronto, Ontario pictured on Schedule 1.1(k), bounded by the Don River to the West, Warden in the East, and from South of Eglinton Ave to Lake Ontario, and extending to include the communities of Thorncliffe Park and Flemingdon Park and may include additional adjacent geographic areas as may be agreed by the Anchor Partners or as may be attributed to the ETHP by MOH.
- (l) “**Effective Date**” means the date of this Agreement.
- (m) “**Engaged Partners**” means the persons, organizations, individuals, and entities designated as such in accordance with Section 5.5 and once formed, the PFAC.
- (n) “**ETHP**” means East Toronto Health Partners, the joint venture formed pursuant to this Agreement.
- (o) “**Family Practitioners**” means physicians and other healthcare providers, including nurse practitioners, operating in any compensation model or practice setting, who meet the following criteria: provision of comprehensive and long-term primary care to individuals and families.
- (p) “**Leadership Group**” means the group described in Section 6.1 and Schedule 6.1.
- (q) “**LHIN**” means the Toronto Central Local Health Integration Network.
- (r) “**LHSIA**” means the *Local Health System Integration Act, 2006*, S.O. 2006, c. 4, as amended from time to time.
- (s) “**MGH**” means Toronto East Health Network, operating as Michael Garron Hospital.
- (t) “**MOH**” means the Ministry of Health.
- (u) “**MOHLTC**” means the Ministries of Health and Long-Term Care in Ontario.
- (v) “**Networks**” means the providers of health care and support services in East Toronto in each of the following segment/sector of providers: hospitals/acute care

settings, rehabilitation and long-term care facilities, community health centres, home healthcare agencies, community support agencies, and primary care.

- (w) “**Original Anchor Partners**” has the meaning ascribed to it in recital A.
- (x) “**Partners**” means the Anchor Partners, Engaged Partners, and Supporters.
- (y) “**PFAC**” means the EHP patient and family advisory council to be created by the Anchor Partners through the Leadership Group as provided in Section 7.1.
- (z) “**PHIPA**” means the *Personal Health Information and Protection Act, 2014*, S.O. 2004, c. 3, Sched A, as amended from time to time.
- (aa) “**primary care**” means primary care physicians, nurse practitioners, midwives, and the various organizations involved in primary care, including family health teams, family health organizations, community health centres, and others.
- (bb) “**Providence**” means Unity Health Toronto, operating as Providence Healthcare.
- (cc) “**Service Accountability Agreement**” means a funding and accountability agreement entered into between a Partner and its funder.
- (dd) “**SRCHC**” means South Riverdale Community Health Centre.
- (ee) “**Supporters**” means providers, organizations, faith-based groups, individuals, entities, and others described in Section 5.7.
- (ff) “**Term**” has the meaning ascribed to it in Section 15.1.
- (gg) “**VHA**” means VHA Home HealthCare.
- (hh) “**WoodGreen**” means WoodGreen Community Services.

1.2 **Schedules.** The following attached schedules form part of this Agreement:

Schedule 1.1(h)	East Toronto Area
Schedule 5.5	Commitment of Engaged Partners
Schedule 6.1	Terms of Reference for Leadership Group
Schedule 8.2(b)	Principles of Collaboration
Schedule 8.3	Processes and Standards
Schedule 10.1	Data Sharing Agreement

1.3 **Interpretation.** In this Agreement, the use of the singular number shall include the plural and vice versa; the use of gender shall include all genders; the word “person” shall include an individual and any entity; and the word “including” or any variation thereof means including, without limitation. The headings in this Agreement are for convenience only, and are not to be used to interpret this Agreement.



- 1.4 **Non-Derogation.** Nothing in this Agreement shall derogate from an Anchor Partner's ongoing autonomy of its board of directors, or its right to provide any particular type, or scope, or manner of delivery, of services in accordance with its mission and values, or to safeguard the quality of care and support provided by it, or to exercise its respective rights and meet its respective responsibilities under applicable legislation, regulations, and Service Accountability Agreements. The Anchor Partners acknowledge that Providence is a healthcare provider with Catholic identity. Nothing in this Agreement or in any Collaboration or Collaboration Schedule shall require Providence to provide a service or to perform a service in a manner that is contrary to the Catholic mission of Providence. Nothing in this Agreement or in any Collaboration or Collaboration Schedule shall derogate from Clients' access to all health care and support services available in the community, whether through the ETHP or otherwise. Furthermore, the ETHP, as noted in Article 3, is guided by the principle of putting people and communities first, and is committed to maximizing the equity and inclusion of all communities in East Toronto.

## ARTICLE 2 – FORMATION OF JOINT VENTURE

- 2.1 **Formation.** The Anchor Partners who are signatories to this Agreement have agreed to form a contractual joint venture to be operated and governed in accordance with the provisions of this Agreement. For the purposes of this Agreement, the use of the term "Partner" is not intended to imply a legal partnership but rather participation in a joint venture.
- 2.2 **Name.** The name of the joint venture shall be East Toronto Health Partners.

## ARTICLE 3 – GUIDING PRINCIPLES

- 3.1 **Guiding Principles.** The following guiding principles for the ETHP are adopted by the Anchor Partners:
- (a) We will put the needs of the Clients and Community, being the people we serve, first (Community over organization).
  - (b) We will build a system that responds to Client, Community, and provider feedback.
  - (c) We will respectfully engage Clients, Community, and providers.
  - (d) We will respect diversity and maximize equity and inclusion, in accordance with the Ontario Human Rights Code and the Canadian Charter of Rights and Freedoms.
  - (e) We will respect the principle of Indigenous communities to self-determination and the concept of "Indigenous health in Indigenous Hands".
  - (f) We will include the active participation and engagement of the leadership team of each Anchor Partner and, as appropriate, each Engaged Partner.
  - (g) We are committed to evidence-informed approaches supported with timely evaluation.

- (h) We are committed to learning and continuous improvement of the ETHP model (rapid adaptation).
- (i) We will base implementation on on-going improvements to the ETHP.
- (j) We will voluntarily and freely share our learnings and our work, plans, and documents with other Ontario Health Team applicants to advance integrated care across Ontario.
- (k) We recognize the importance of the participation of Family Practitioners in the planning and decision-making processes of the ETHP and the need for adequate funding to support the infrastructure to enable such participation and to fairly compensate the individual Family Practitioners who participate in governance, leadership, or planning roles in the ETHP.

#### **ARTICLE 4 – SHARED VISION**

##### **4.1 Vision.**

- (a) The Anchor Partners intend the ETHP to become one connected system of health care and support for all residents of East Toronto, filling gaps in service, reducing duplication, unlocking resources, and demonstrating a successful integrated model of health care provision.
- (b) The Anchor Partners share a common vision for the ETHP as a “**System without Discharges**”.
- (c) The Anchor Partners’ shared vision for the ETHP includes:
  - (i) having shared accountability for defining health priorities;
  - (ii) establishing on-going evaluation and performance indicators; and
  - (iii) shared accountability for health outcomes within the ETHP.
- (d) The Anchor Partners confirm that fulfillment of the shared vision requires flexibility to meet local needs and a commitment to:
  - (i) provide high quality and safe integrated health care and support services to residents of East Toronto;
  - (ii) seamlessly facilitate referral or transfer of Clients between Partners so they may receive the best care and support in the right place and right time; and
  - (iii) communication and connectivity to support population and Client health care and support management.

**4.2 Ontario Health Team.** It is expected that the ETHP will be designated as an integrated care delivery system (an Ontario Health Team) under the *Connecting Care Act* and as such

the ETHP will be the recipient of funding from the MOHLTC and/or Ontario Health, and the Partners will contribute resources (e.g., funds, people, capital, and facilities) to the shared priorities and accountabilities of the ETHP as may be agreed in accordance with the provisions of this Agreement relating to Collaborations, such contributions to be made recognizing different abilities and depth in resources and funding.

## ARTICLE 5 – CATEGORIES OF PARTICIPATION

- 5.1 **Participation Status.** This Agreement contemplates Anchor Partners, Engaged Partners, and Supporters.
- 5.2 **Anchor Partners.** In accordance with the provisions of this Agreement, the Anchor Partners are the signatories to this Agreement and any additional entity that becomes an Anchor Partner in accordance with Section 5.3.
- 5.3 **Addition of Anchor Partners.**
- (a) The Leadership Group may admit additional Anchor Partners if the proposed additional partner:
    - (i) does or will, in the sole discretion of the Leadership Group, provide health and/or support services in East Toronto and will help fulfill the vision for the ETHP as set out in this Agreement;
    - (ii) commits to fulfill the obligations of an Anchor Partner under this Agreement; and
    - (iii) becomes a signatory to this Agreement.
- 5.4 **Obligations of Anchor Partners.** The Anchor Partners shall:
- (a) allocate and leverage their resources to plan, design, implement, and oversee an integrated care delivery system in East Toronto;
  - (b) work with Engaged Partners;
  - (c) ensure their chief executive officer or executive director (or delegate), and other senior management, make time to engage in ETHP meetings and subsequent work; and
  - (d) commit to transparency and communication across the Toronto East health care and support system and within their respective Network and, in particular, report to and share data with the Leadership Group, including performance, service delivery, quality, and financial data, as determined by the Leadership Group.
- 5.5 **Engaged Partners.** Engaged Partners are such persons, organizations, individuals, or entities involved in the planning, funding, and delivery of initiatives undertaken by the

ETHP, and who are designated as such by the Leadership Group and who have signed a written commitment in the form of Schedule 5.5.

5.6 **Obligations of Engaged Partners.** An Engaged Partner is intended to:

- (a) participate in the planning and design of the ETHP;
- (b) provide input to the Leadership Group to enable decision-making;
- (c) be kept informed of ETHP decisions and activities;
- (d) co-design care pathways and programs undertaken by the ETHP;
- (e) commit resources as applicable to the planning, design, and implementation of care pathways focused on improving population health; and
- (f) be invited to deliver services within specific care pathways in accordance with a signed Collaboration Schedule.

5.7 **Supporters.** Supporters are those providers, organizations, faith based groups, and others identified by the Leadership Group, who are critical to local planning and are informed and periodically engaged with the ETHP regarding local planning and activities of the ETHP but who do not actively participate in the planning, funding, or implementation of ETHP initiatives.

5.8 **Role of Supporters.** Supporting Partners will:

- (a) be active in influencing the health and well-being of the Community; and
- (b) be committed to keeping people as healthy as possible, supporting strong social determinants of health, and fostering a sense of belonging across communities.

5.9 **Transitions Between Categories.** The Anchor Partners recognize that Partners will move between the categories of Anchor Partners, Engaged Partners, and Supporters as provided in this Agreement.

## ARTICLE 6 – GOVERNANCE OF THE ETHP

6.1 **Leadership Group.** The Leadership Group is established as the governing body of the ETHP. The composition, mandate, and processes for the operation of the Leadership Group are set out in Schedule 6.1.

## ARTICLE 7 – ENGAGEMENT OF CLIENTS AND PATIENTS

7.1 **Clients and Patients.**

- (a) The Anchor Partners, through the Leadership Group, will work with their respective existing client, patient, and caregiver advisory bodies to create a patient and family advisory council for the ETHP (“PFAC”).

- (b) Clients (which includes patients) will be involved in the governance of the ETHP through the PFAC.
- (c) Once formed, the PFAC shall be an Engaged Partner.
- (d) A member of the PFAC will be a voting member of the Leadership Group.

## **ARTICLE 8 – COLLABORATIONS**

### **8.1 Collaborations.**

- (a) The Anchor Partners have entered into this Agreement to establish a mechanism for Collaboration.
- (b) This Agreement shall govern each Collaboration unless the terms of a Collaboration Schedule provides otherwise.
- (c) Each Partner shall maintain its separate corporate governance and mission, vision, and values throughout each Collaboration.

### **8.2 Implementing Collaborations.** The implementation of each Collaboration shall be determined as follows:

- (a) The Leadership Group shall identify one or more initiatives, programs, and/or services as a candidate for Collaboration.
- (b) The Leadership Group shall develop a plan for each Collaboration. In developing the plan for each Collaboration and the Collaboration Schedule, the Leadership Group shall be guided by the principles in Schedule 8.2(b). The plan shall set out considerations on the budget, transfer of funds, payment terms (including set-off and tax considerations), third-party approvals, human resources, intellectual property, reporting, dispute resolution if the provisions of Article 14 are not to apply, term and termination provisions (including any required provisions for withdrawal), consequences of termination or withdrawal, indemnification and insurance requirements, and other relevant terms and conditions, as applicable, for the specific Collaboration.
- (c) The Leadership Group must approve the plan for the Collaboration before it is implemented.
- (d) Following Leadership Group approval, the Leadership Group shall determine if a Collaboration Schedule is required and, if required, the Leadership Group shall develop a Collaboration Schedule consistent with the plan approved by the Leadership Group in accordance with Section 8.2(c) and setting out the identified performance and outcome measures and evaluation process for measuring progress and success at achieving the improvements or outcomes, and any parameters set by the Leadership Group.

- (e) Where the Leadership Group determines that a Collaboration Schedule setting out the details of a particular Collaboration is required, the Collaboration Schedule shall be mutually agreed upon and executed by the participating Partners and others as appropriate.
- (f) All Collaboration Schedules shall be executed in accordance with the respective Partner's delegation of authority policy.

8.3 **Establishment of Processes and Standards.** Within 90 days of the Effective Date or at such later time as determined by the Leadership Group, the Anchor Partners shall enter into a Schedule that shall form part of this Agreement as Schedule 8.3 establishing:

- (a) a complaints and significant event process for issues that impact more than one Partner;
- (b) a risk management process for issues that impact more than one Partner and could negatively impact the ETHP; and
- (c) safety and quality standards (a positive safety culture).

8.4 **Compliance.** Before implementing a specific Collaboration and during the Term, each Anchor Partner shall ensure that its participation in the Collaboration and the ETHP complies with any applicable laws, industry and professional standards, and its own constating documents and policies.

8.5 **Accessible Information.** Each Anchor Partner shall make all documents related to each Collaboration accessible to the other Anchor Partners and their representatives as required in order to enable each Anchor Partner to meet all of its respective legislated reporting requirements.

8.6 **Collaborations with Others.** The Anchor Partners acknowledge that they will each have other contractual and service obligations and business relationships outside of the ETHP and that they will endeavour to ensure that such obligations and relationships are not in conflict with the shared vision and priorities of the ETHP. The Anchor Partners commit to seek opportunities for collaboration with one another; however, they recognize there may be opportunities to collaborate with others.

- (a) **Voluntary Integration with Others.** An Anchor Partner that is contemplating a material integration with another entity shall notify the other Anchor Partners in writing at least 90 days' before the completion of such integration or as soon as reasonably possible if such integration is expected to be completed in fewer than 90 days from the date of contemplation. The written notice shall describe:
  - (i) name of the entity;
  - (ii) terms of the proposed integration; and
  - (iii) assessment of the impact, if any, of the proposed integration on the ETHP.

Within 21 days of receipt of the notice, the Leadership Group shall assess the impact of the proposed integration on the ETHP and the other Anchor Partners. If any member of the Leadership Group, other than the member from the Anchor Partner proposing the integration, objects to the proposed integration they shall so advise the Anchor Partner and the other members of the Leadership Group proposing the integration. Upon such advisement, the matter will be submitted to the dispute resolution provisions of this Agreement.

- (b) **Involuntary Integration.** The Anchor Partners recognize that the LHIN or the Minister of Health may order an integration involving one or more of the Anchor Partners with one or more third parties. In such event, the Leadership Group shall meet and develop a recommendation to the Anchor Partners as to the impact of such integration on this Agreement, the ETHP, and each Collaboration, and whether any amendments are required to this Agreement or a Collaboration Schedule. The Anchor Partners shall endeavour to continue this Agreement, the ETHP and each Collaboration unless any Anchor Partner determines it is not feasible to do so where the essential benefits of this Agreement or a Collaboration will not be realized by the ETHP. If any Anchor Partner makes this determination and any other Anchor Partners does not agree, the matter will be submitted to the dispute resolution provisions of this Agreement.

- 8.7 **Right to Audit.** All accounts and records of expenditures and commitments made by an Anchor Partner in connection with a Collaboration shall at all times during the Term and for a period of seven years thereafter be open to audit, inspection, and examination by the authorized representatives of the other Anchor Partners, which may make copies and take extracts thereof. Each Anchor Partner shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of another Anchor Partner may, from time to time, require with respect to such accounts and records.

## ARTICLE 9 – DIGITAL CONNECTIVITY

- 9.1 **Digital Connectivity.** The Partners are preparing for and working towards future digital connectivity among themselves to enable integrated care while respecting Client choice. In developing its digital connectivity model, the Leadership Group will consider cyber security threats and employ mechanisms to prevent and address any such threats.
- 9.2 **Guiding Principles.** The guiding principles for ETHP's digital connectivity are:
- (a) Leverage what exists where possible.
  - (b) Technology solutions must align with clinical workflow for meaningful use, adoption, and sustainability.
  - (c) Personal health information exchange must occur seamlessly and in real time across the care continuum, including with Clients.



- (d) Liberation of data is a key underpinning, and tools must be in place to enable liberation for the purposes for which it was collected, including data sharing and common identity management.
- (e) ETHP's technology work must not create more or new silos of care/support information and should instead align with province-wide strategies.
- (f) Client choice must be maintained (e.g., for digital access to personal health information and services).
- (g) Clients must have a single gateway to access ETHP and the health system, with a single, integrated care team that is connected, coordinated, and collaborative.

## **ARTICLE 10 – PRIVACY AND SECURITY OF CLIENT INFORMATION**

### **10.1 Privacy.** For the purposes of the ETHP:

- (a) all Anchor Partners that are health information custodians have equal obligations under PHIPA;
- (b) the Anchor Partners that are health information custodians shall share Clients' personal health information with one another for the purposes of providing, or assisting in the provision of, Client health care only in accordance with PHIPA and other applicable laws;
- (c) within 90 days of the Effective Date or at such later time as determined by the Leadership Group, the Anchor Partners shall agree upon the material terms of a Data Sharing Agreement that shall form part of this Agreement as Schedule 10.1; and
- (d) the Anchor Partners, Engaged Partners, and Supporters that wish to obtain access to Clients' personal health information for all purposes other than those identified in Section 10.1(b) shall do so, or shall be required to do so, pursuant to the terms of the Data Sharing Agreement.

### **10.2 Security.** Each Anchor Partner shall use appropriate administrative, technological, and physical safeguards for the storage and handling of Client information that ensures that its security and confidentiality are maintained in accordance with PHIPA and consistent with good practice in the health sector. The Anchor Partners shall not collect, access, use, modify, copy, destroy, or disclose to any third party, outside of the ETHP any Client information except to the extent necessary to serve the health care needs of the Client and with the consent of the Client or otherwise as permitted or required by applicable laws.

## **ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS**

### **11.1 Intellectual Property of an Anchor Partner.** Ownership of intellectual property existing as of the Effective Date or developed or acquired after the Effective Date by an Anchor Partner solely for use by that Anchor Partner is not affected by this Agreement, and no



Anchor Partner shall have any claims to or rights in any intellectual property of another Anchor Partner, except as may otherwise be expressly provided in a Collaboration Schedule or other separate written agreement between and/or among the Anchor Partners.

- 11.2 **Intellectual Property Developed in a Collaboration.** Intellectual property (if any) developed under a Collaboration Schedule shall be dealt with in accordance with the intellectual property provisions of that Collaboration Schedule.

## ARTICLE 12 – CONFIDENTIALITY

- 12.1 **Confidentiality.** Each Anchor Partner shall use reasonable efforts to prevent disclosure to others of Confidential Information of the other Anchor Partners (using at least the same care as it uses for its own confidential and proprietary information), and shall not disclose any such Confidential Information except:

- (a) with written consent of the relevant Anchor Partner;
- (b) to the extent that disclosure is necessary to meet applicable laws, or governmental or public authority directives or other requirements; or
- (c) as permitted under the terms of this Agreement and in the spirit of the vision of the ETHP.

If an Anchor Partner discovers any loss or compromise of the Confidential Information of another Anchor Partner, it will notify the relevant Anchor Partner promptly and cooperate with it to mitigate the loss or compromise. Upon request, each Anchor Partner shall return or destroy (with certification to the relevant Anchor Partner) all Confidential Information of the relevant Anchor Partner that it is not required to retain by applicable laws or other requirement. However, each Anchor Partner may, at its option, retain one copy of the Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement. Each Anchor Partner may use the Confidential Information to exercise its rights and protect its interests under this Agreement, and otherwise, as required by applicable laws.

- 12.2 **Public Notices and Media Releases.** All notices to third parties and all other publicity concerning this Agreement or the ETHP shall be jointly planned and co-ordinated by the Anchor Partners through the Leadership Group, and no Anchor Partner shall act unilaterally in this regard without the prior approval of the Anchor Partners through the Leadership Group (such approval not to be unreasonably withheld or delayed), except where required to do so by applicable laws or requirements of any government or governmental or regulatory authority of competent jurisdiction.
- 12.3 **Joint Submissions to Government and Third Parties.** The Anchor Partners shall use reasonable efforts to co-operate in preparing joint submissions to government bodies or other third parties that relate to this Agreement or the ETHP.

## ARTICLE 13 – TRANSPARENCY AND DISCLOSURE

- 13.1 **Disclosure.** The Anchor Partners shall engage in on-going communication so that they may realize the benefits of this Agreement. If an Anchor Partner becomes aware of any fact or circumstance that may impede or harm that Anchor Partner's or another Anchor Partner's ability to perform its obligations under this Agreement or a Collaboration Schedule, it will, as soon as reasonably possible, notify the Leadership Group and the other Anchor Partners of the nature of such fact or circumstance and its actual or anticipated impact so that the Anchor Partners through the Leadership Group may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

## ARTICLE 14 – DISPUTE RESOLUTION

### 14.1 **Dispute Resolution.**

- (a) The Anchor Partners shall use their best efforts to avoid issues and disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Anchor Partner's interests. The Anchor Partners shall use their best efforts to resolve any issues and disputes that might arise in a collaborative manner through informal discussion and resolution. To facilitate and encourage this informal dispute resolution process, the Anchor Partners involved in the issue or dispute shall use their best efforts to jointly develop a written issues statement describing the facts and events leading to the issue or dispute and listing potential options for its resolution.
- (b) If, after reasonable efforts have been made to resolve the issue or dispute at the level at which it first arose, any Anchor Partners involved in such issue or dispute shall refer it to the Leadership Group, which shall, acting in good faith, work to resolve the issue or dispute in an amicable and constructive manner.
- (c) If the Leadership Group members have made reasonable efforts to resolve the issue or dispute, and it remains unresolved, the Leadership Group shall appoint a third-party mediator if the Leadership Group reasonably believes that a third-party mediator can assist in reaching a resolution.
- (d) If the mediator determines that a resolution of the issue or dispute is not achievable, or if the Leadership Group does not reasonably believe that a mediation would be successful, the issue or dispute shall be referred to the chairs of the boards of directors of the Anchor Partners, who shall meet and endeavour to resolve the issue or dispute.
- (e) If an issue or dispute cannot be resolved, as determined by any Anchor Partner, in its own discretion after following the process in this Section 14.1, an Anchor Partner may withdraw from the applicable Collaboration Schedule or this Agreement in accordance with the provisions in Section 15.4.

- 14.2 **Veto Power of Boards.** For greater certainty and notwithstanding any of the other terms of this Agreement, each Anchor Partner's board of directors has authority to determine

matters that it has exclusive authority to determine and that will not be delegated to its Leadership Group representative.

#### ARTICLE 15 – TERM AND TERMINATION

- 15.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in effect indefinitely (“**Term**”), unless terminated in accordance with the provisions of this Agreement.
- 15.2 **Annual Review of Agreement.** The Anchor Partners shall review the terms of this Agreement, through the Leadership Group, on an annual basis.
- 15.3 **Termination of Agreement.** The Anchor Partners may, by mutual written agreement, terminate this Agreement at any time. Termination of this Agreement shall not automatically constitute termination of any Collaboration Schedule. Reasons for termination of this Agreement may include:
- (a) lack of funding to, or pooled resources of, the ETHP;
  - (b) reorganization of health care and support services in Ontario making the ETHP unworkable or unnecessary; or
  - (c) a change to applicable laws, which would not permit continuance of ETHP.
- 15.4 **Withdrawal.** On and after two years of participation in the ETHP by an Anchor Partner, an Anchor Partner may withdraw from this Agreement upon the provision of 90 days’ notice to the other Anchor Partners. Further, an Anchor Partner may withdraw from this Agreement at any time upon the failure of the Anchor Partners to resolve an issue or dispute after following the procedures set out in Article 14 and upon the provision of 90 days’ notice to the other Anchor Partners. Withdrawal from this Agreement shall not automatically constitute termination of this Agreement or withdrawal from or termination of a Collaboration Schedule.
- 15.5 **Expulsion.** On and after the first two years of this Agreement, an Anchor Partner may be expelled from the ETHP, and thereby cease to be a party to this Agreement, by a unanimous decision of the other Anchor Partners after receiving the recommendation of the Leadership Group members of such other Anchor Partners. Reasons for expulsion may include: if the Anchor Partner is not meeting its commitments under this Agreement, no longer agrees to the vision of the ETHP, or is disruptive to the consensual governing process at Leadership Group meetings. Before recommending an expulsion, the Leadership Group members considering such recommendation will advise the Anchor Partner that it intends to make a motion to expel the Anchor Partner from the ETHP and, if reasonable in the circumstances, as determined by such Leadership Group members, the Anchor Partner may be provided with an opportunity to rectify the issue(s) within a time period specified by such Leadership Group members. The Anchor Partners shall first resort to the dispute resolution provisions of this Agreement.

15.6 **Replacement of Anchor Partners.** Upon the expulsion of any Anchor Partner from the ETHP pursuant to Section 15.5, the remaining Anchor Partners shall use their best efforts, working collaboratively, to identify, recruit, and admit as an Anchor Partner to the ETHP a comparable replacement representing the same Network. For the purposes of this Section, any comparable replacement to East-FPN must:

- (a) be a self-governed organization independent of the other Anchor Partners;
- (b) maintain a model of corporate membership that is open to the admission of any Family Practitioners or any group representing Family Practitioners in East Toronto;
- (c) have as its members Family Practitioners who collectively provide care to at least 40% of Clients attributed to the ETHP; and
- (d) have secured annual base operational funding substantially equivalent to the East-FPN Base Funding (as defined in Schedule 6.1, Appendix A).

Any Anchor Partner expelled pursuant to Section 15.5 shall become a third party beneficiary of this Agreement following its expulsion, for the sole purpose of having the right to enforce the "best efforts" obligation contained in this Section 15.6.

15.7 **Withdrawal/Termination of Collaboration Schedule.** Unless a Collaboration Schedule provides otherwise:

- (a) the parties to a Collaboration Schedule may, by mutual written agreement, terminate a Collaboration Schedule at any time provided that at least 90 days' notice is given to the Leadership Group; and
- (b) a party subject to a Collaboration Schedule may withdraw from the Collaboration Schedule on 90 days' notice to the Leadership Group and the other parties to the Collaboration Schedule.

Withdrawal from or termination of one Collaboration Schedule shall not automatically constitute withdrawal from or termination of this Agreement or any other Collaboration Schedule.

15.8 **Consequences of Termination, Withdrawal or Expulsion.** An Anchor Partner who withdraws or is expelled from this Agreement or a Collaboration Schedule shall remain accountable for actions taken or omitted to be taken prior to the effective date of the withdrawal or expulsion and shall work with the Leadership Group to ensure an orderly transition of any services or functions within the ETHP such that there is no interruption to care or support services or adverse impact on Clients.

## ARTICLE 16 – GENERAL

16.1 **Independent Contractors.** The relationship between the Anchor Partners under this Agreement is that of independent contractors. This Agreement is not intended to create a

partnership, agency, or employment relationship between the Anchor Partners. No Anchor Partner shall have the power or authority to bind another Anchor Partner or to assume or create any obligation or responsibility, expressed or implied, on another Anchor Partner's behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Anchor Partner. Each Anchor Partner shall be responsible and liable for its own employees, agents, and subcontractors, unless otherwise agreed to by the Anchor Partners in a Collaboration Schedule.

- 16.2 **Notices.** Where in this Agreement any notice or other communication is required to be given or made by an Anchor Partner, it shall be in writing and is effective if sent by any means, including electronic means, addressed to the Anchor Partner for whom it is intended at the address mentioned below, and any such communication shall be deemed to have been received if by registered mail, when the postal receipt is acknowledged by the Anchor Partner, if by electronic means, one Business Day after having been sent and if by mail, three Business Days after being mailed. The address of an Anchor Partner may be changed by notice in the manner set out in this provision.

If to MGH:

Michael Garron Hospital  
825 Coxwell Avenue  
Toronto ON M4C 3E7  
Fax: 416.469.6559  
Email: sarah.downey@tehn.ca  
Attention: President and CEO

If to SRCHC:

South Riverdale Community Health Centre  
955 Queen St E  
Toronto ON M4M 3P3  
Fax: 416.461.8245  
Email: jaltenberg@srhc.com  
Attention: Chief Executive Officer

If to WoodGreen:

WoodGreen Community Services  
815 Danforth Avenue, Suite 402  
Toronto, ON M4J 1L2  
Fax: 416.572.0066  
Email: ababcock@woodgreen.org  
Attention: President and CEO

If to Providence:

Providence Healthcare  
3276 St. Clair Avenue East  
Toronto ON M1L 1W1  
Fax: 416.864.5981  
Email: Jennifer.Bowman@unityhealth.to  
Attention: VP People and Transformation

If to VHA:

VHA Home HealthCare  
30 Soudan Avenue, Suite 600  
Toronto, ON M4S 1V6  
Fax: 416.489.7533  
Email: cannett@vha.ca  
Attention: President and CEO

If to EasT-FPN:

East Toronto Family Practice Network  
Suite 405, 1200 Bay Street  
Toronto, ON M5R 2A5  
Fax: 416.967.7120  
Email: kobrien@ddohealthlaw.com  
Attention: Board Chair

- 16.3 **Entire Agreement.** With respect to its subject matter, this Agreement contains the entire understanding of the Anchor Partners and supersedes and replaces all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the Anchor Partners respecting the subject matter hereof.

- 16.4 **Amendment.** Subject to Sections 15.4 and 15.5, this Agreement may be amended only by written agreement signed by the Anchor Partners. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this Agreement, the Anchor Partners shall work cooperatively to amend this Agreement to accommodate such change. A Collaboration Schedule may be amended in accordance with its provisions without necessitating an Agreement amendment.
- 16.5 **Assignment.** No Anchor Partner may assign its rights or obligations under this Agreement without the prior written consent of the other Anchor Partners. This Agreement enures to the benefit of and binds the Anchor Partners and their respective successors and permitted assigns. Notwithstanding the foregoing but subject to Section 8.6(b), an Anchor Partner may assign this Agreement without consent in the event of a health system integration decision of the LHIN or integration order of the Minister of Health under LHSIA or the *Connecting Care Act*.
- 16.6 **No Waiver.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Anchor Partner entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision.
- 16.7 **Severability.** Each provision contained in this Agreement is distinct and severable, and 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 Agreement; provided that the essential benefits of this Agreement will still be realized by the Anchor Partners.
- 16.8 **Survival.** The provisions of this Agreement which by their own terms take effect on termination of this Agreement or which by their nature survive termination of this Agreement (such as provisions relating to privacy and confidentiality), shall continue in full force and effect and survive such termination.
- 16.9 **Governing Laws.** This Agreement 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 Agreement.

*[The remainder of this page has been intentionally left blank.]*

The Anchor Partners have executed this Agreement.

**TORONTO EAST HEALTH NETWORK, UNITY HEALTH NETWORK, operating as  
operating as MICHAEL GARRON PROVIDENCE HEALTHCARE  
HOSPITAL**

By: *Susan m. armstrong*  
Name: Susan Armstrong  
Title: Chair of the Board of Directors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *Sarah E. Downey*  
Name: Sarah E. Downey  
Title: President and CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTH RIVERDALE COMMUNITY VHA HOME HEALTHCARE  
HEALTH CENTRE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WOODGREEN COMMUNITY EAST TORONTO FAMILY PRACTICE  
SERVICES SERVICES NETWORK**

By: *A Babcock*  
Name: Anne Babcock  
Title: President + CEO

By: *catherineyu*  
Name: Catherine Yu  
Title: Director

By: *Antonella Ciddia*  
Name: Antonella Ciddia  
Title: Chair, Board of Directors

By: *Keith Chung*  
Name: Keith Chung  
Title: Director



The Anchor Partners have executed this Agreement.

**TORONTO EAST HEALTH NETWORK, UNITY HEALTH NETWORK, operating as  
operating as MICHAEL GARRON PROVIDENCE HEALTHCARE  
HOSPITAL**

By: *Susan M. Armstrong*  
Name: Susan Armstrong  
Title: Chair of the Board of Directors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *Sarah E. Downey*  
Name: Sarah E. Downey  
Title: President and CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTH RIVERDALE COMMUNITY VHA HOME HEALTHCARE  
HEALTH CENTRE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *Carol Annett*  
Name: Carol Annett  
Title: President & CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *Karen N. Singh*  
Name: Karen N. Singh  
Title: Chair, Board of Directors

**WOODGREEN COMMUNITY EAST TORONTO FAMILY PRACTICE  
SERVICES NETWORK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *Catherine Yu*  
Name: Catherine Yu  
Title: Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *Keith Chung*  
Name: Keith Chung  
Title: Director



The Anchor Partners have executed this Agreement.

**TORONTO EAST HEALTH NETWORK,  
operating as MICHAEL GARRON  
HOSPITAL**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**UNITY HEALTH NETWORK, operating as  
PROVIDENCE HEALTHCARE**

By: Cyphnston  
Name: Colleen Johnston  
Title: Board Chair

By: Jim Rutledge  
Name: Jim Rutledge  
Title: President and CEO

**SOUTH RIVERDALE COMMUNITY  
HEALTH CENTRE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**VHA HOME HEALTHCARE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**WOODGREEN  
SERVICES**

**COMMUNITY**

**EAST TORONTO FAMILY PRACTICE  
NETWORK**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

The Anchor Partners have executed this Agreement.

**TORONTO EAST HEALTH NETWORK,  
operating as MICHAEL GARRON  
HOSPITAL**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**UNITY HEALTH NETWORK, operating as  
PROVIDENCE HEALTHCARE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SOUTH RIVERDALE COMMUNITY  
HEALTH CENTRE**

By: Steven Little  
Name: Steven Little  
Title: Chair, Board of Directors

By: J. Kelly  
Name:  
Title:

**VHA HOME HEALTHCARE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**WOODGREEN COMMUNITY SERVICES**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**EAST TORONTO FAMILY PRACTICE  
NETWORK**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1.1(K)**

**EAST TORONTO AREA**

[Map of East Toronto to be attached.]

## SCHEDULE 5.5

### COMMITMENT OF ENGAGED PARTNERS

**TO: Toronto East Health Network operating as Michael Garron Hospital  
Unity Health Toronto, operating as Providence Healthcare  
South Riverdale Community Health Centre  
VHA Home Healthcare  
WoodGreen Community Services  
East Toronto Family Practice Network (collectively, the “Anchor Partners”)  
[NTD: Insert legal names of all additional Anchor Partners]**

#### **BACKGROUND:**

1. The East Toronto Health Partners (“ETHP”) is [or is expected to be] designated as an integrated care delivery system (an Ontario Health Team) under the *Connecting Care Act* and, as such, the recipient of funding from the Ministries of Health and Long-Term Care and/or Ontario Health serving residents of East Toronto (“Clients”). The term Clients should be read to include patients.
2. The undersigned wishes to be involved in the planning, funding, and delivery of initiatives undertaken by ETHP as an Engaged Partner, subject to the commitments set out below.
3. To evidence the commitment of the undersigned to participate in the ETHP, the undersigned has signed this acknowledgement.

#### Guiding Principles

The undersigned adopts the following guiding principles of the ETHP:

- (a) We will put the needs of Clients and the Community, being the people we serve first (Community over organization).
- (b) We will build a system that responds to Client, Community, and provider feedback.
- (c) We will respectfully engage Clients, Community, and providers.
- (d) We will respect diversity and maximize equity and inclusion, in accordance with the Ontario Human Rights Code and the Canadian Charter of Rights and Freedoms.
- (e) We will respect the principle of Indigenous communities to self-determination and the concept of “Indigenous health in Indigenous Hands”.
- (f) We will include the active participation and engagement of the leadership team of each Anchor Partner and, as appropriate, each Engaged Partner.
- (g) We are committed to evidence-informed approaches supported with timely evaluation.

- (h) We are committed to learning and continuous improvement of the ETHP model (rapid adaptation).
- (i) We will base implementation on on-going improvements to the ETHP.
- (j) We will voluntarily and freely share our learnings and our work, plans, and documents with other Ontario Health Team applicants to advance integrated care across Ontario.
- (k) We recognize the importance of the participation of Family Practitioners in the planning and decision-making processes of the ETHP and the need for adequate funding to support the infrastructure of the EasT-FPN and to fairly compensate the individual Family Practitioners who participate in governance, leadership, or planning roles in the ETHP.

### Common Vision

The undersigned shares the following common vision for the ETHP:

- (a) The ETHP shall be one connected system of health care and support for all residents of East Toronto, filling gaps in service, reducing duplication, unlocking resources, and demonstrating a successful integrated model of health care provision.
- (b) The vision for the ETHP is as a **“System without Discharges”**.
- (c) Our shared vision for the ETHP includes:
  - (i) having shared accountability for defining health priorities;
  - (ii) establishing on-going evaluation and performance indicators; and
  - (iii) shared accountability for health outcomes within the ETHP.
- (d) The undersigned confirms that fulfillment of the shared vision requires flexibility to meet local needs and a commitment to:
  - (i) provide high quality and safe integrated health care and support services to residents of East Toronto;
  - (ii) seamlessly facilitate referral or transfer of Clients so they may receive the best care and support in the right place and right time; and
  - (iii) communication and connectivity to support population and Client health care and support management.

### Our Commitments

As an Engaged Partner, the undersigned agrees to:

- (a) participate in the planning and design of the ETHP;

- (b) have input into decision-making by the governing body of the ETHP (“**Leadership Group**”);
- (c) be kept informed of ETHP decisions and activities;
- (d) co-design care pathways and programs undertaken by the ETHP;
- (e) commit resources as applicable to the planning, design, and implementation of care pathways focused on improving population health;
- (f) be invited to deliver services within specific care pathways;

Collaborations

The undersigned acknowledges that as an Engaged Partner, the undersigned may become involved in a collaboration with others to achieve the objectives of the ETHP. Such collaboration may be subject to an agreement to which the undersigned may be a party.

**[INSERT NAME OF ENGAGED PARTNER]**

By: \_\_\_\_\_

Name:

Title:

Date:

## SCHEDULE 6.1

### TERMS OF REFERENCE FOR LEADERSHIP GROUP

<b>Leadership Group – Terms of Reference</b>	
<p>Capitalized terms used throughout these Terms of Reference have the meaning ascribed thereto in the Agreement to which these Terms of Reference are a Schedule.</p>	
<b>Mandate</b>	<p>The Leadership Group is the forum for the Anchor Partners to plan, design, implement, and oversee the ETHP.</p> <p>The Leadership Group shall:</p> <ul style="list-style-type: none"> <li>• establish an overall strategic plan for the ETHP, develop an annual work plan, and share it with all Anchor Partners, and others as appropriate;</li> <li>• annually identify the population priorities for the ETHP;</li> <li>• identify, implement, and oversee Collaborations;</li> <li>• develop guidelines for the allocation of resources to the ETHP, including MOHLTC funding earmarked for East Toronto and as well as human resources, capital, and facilities;</li> <li>• strike a working group to develop a comprehensive, multi-pronged plan to advocate to the MOH and/or its agencies and any other potential funders to secure financial support for the infrastructure of the East-FPN and to fairly compensate the individual Family Practitioners who participate in governance, leadership, or planning roles in the ETHP, and work collaboratively with the Anchor Partners' leadership teams to implement the plan, in accordance with Appendix A;</li> <li>• review and collaborate on quality and financial performance, resource allocation and use, best practice, innovation, and quality improvement, risk allocation and mitigation and corrective actions in respect of ETHP activities;</li> <li>• develop and implement clinical and financial accountability standards;</li> <li>• review and set standards for cyber security risk;</li> <li>• develop the branding for the ETHP;</li> <li>• develop and implement a communications strategy, including communication to stakeholders and the Community;</li> <li>• evaluate and identify areas of improvement in the integrated leadership and governance structure of the ETHP on an ongoing basis;</li> <li>• identify and admit new Anchor Partners;</li> </ul>

<b>Leadership Group – Terms of Reference</b>	
	<ul style="list-style-type: none"> <li>• identify and designate Engaged Partners and ensure engagement with the Engaged Partners;</li> <li>• identify and designate Supporters, keep them informed of the work of the ETHP, and invite them periodically to provide input and participate in analysis and planning;</li> <li>• discuss compliance with, and recommend amendments to, these Terms of Reference, the Agreement, or a Collaboration Schedule;</li> <li>• explore and develop the ETHP as an Ontario Health Team and once designated, ensure compliance with all required reporting obligations; and</li> <li>• perform the roles assigned to the Leadership Group under the Agreement.</li> </ul>
<b>Subcommittees</b>	The Leadership Group may establish one or more subcommittees, or program or service task force(s) to assist it in fulfilling its role. The Leadership Group shall determine the mandate and composition of any such subcommittee, or program or service task force.
<b>Membership</b>	<p>The Leadership Group shall consist of:</p> <ul style="list-style-type: none"> <li>• the chief executive officer or executive director of each Original Anchor Partner,</li> <li>• an administrative lead and a clinician from EasT-FPN, with authority comparable to a chief executive officer or executive director or authority otherwise directly delegated by the EasT-FPN board, and</li> <li>• (once formed) a representative of PFAC, who is nominated by PFAC and approved by the Leadership Group by majority vote.</li> </ul>
<b>Changes in Membership</b>	<p>An Anchor Partner may replace its member on the Leadership Group or appoint a temporary alternative at its own discretion on reasonable notice to the other Anchor Partners, provided the replacement or alternative has authority comparable to the member being replaced.</p> <p>The Leadership Group, through a majority vote, may require the replacement of a Leadership Group member where that member is not acting in accordance with the guiding principles and in pursuit of the shared vision of the ETHP. The replacement member shall have authority comparable to the member being replaced.</p>
<b>Co-Chairs</b>	The Leadership Group shall have two Co-Chairs as determined by a majority vote of the Leadership Group. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in the deliberations and making of all decisions or recommendations to be made by the Leadership Group.
<b>Spokesperson</b>	The spokespersons for the ETHP shall be as determined from time to time by the Leadership Group by majority decision.



<b>Leadership Group – Terms of Reference</b>	
<b>Finance Partner</b>	<p>The Leadership Group will select one or more of the Anchor Partners as a “Finance Partner” (for a term to be agreed), which will receive, manage, distribute, and keep accurate accounts of, pooled resources, including funds from MOHLTC earmarked for the ETHP.</p> <p>The Finance Partner(s) will submit financial reports to the Leadership Group and retain financial records for at least seven years.</p>
<b>Meetings</b>	<p>Meetings will be held at the call of a Co-Chair. The acting Co-Chair may determine the meeting procedures.</p> <p>Guests may attend a meeting upon consent of a majority of the Leadership Group members participating in the meeting.</p> <p>Meetings may be by any available technology.</p>
<b>Quorum</b>	<p>Quorum will be all members present in person or electronically. If a member is not able to attend, the member may, with the consent of the Leadership Group:</p> <ul style="list-style-type: none"> <li>• send a designate and such designate shall be included in determining quorum and may vote; or</li> <li>• consent to the meeting proceeding and decisions being made without the member present, in which case the member shall be deemed to agree to any such decisions provided that no matter not on the meeting agenda is decided.</li> </ul> <p>If quorum is not present, the members present may meet for discussion purposes.</p>
<b>Decisions</b>	<p>Unless otherwise provided in these Terms of Reference, in the Agreement, or in a decision framework adopted by unanimous agreement of the Leadership Group, decisions will be made by consensus.</p> <p>Consensus means that each Leadership Group member is prepared to support the decision or, if applicable, recommend it to their respective board of directors even if they do not agree with the decision/recommendation. If consensus cannot be reached, the Leadership Group shall resort to the dispute resolution provisions Sections 14.1(c), 14.1(d), 14.1(e) of the Agreement.</p> <p>The Leadership Group may, by unanimous approval of the Leadership Group members, adopt a decision-making framework that identifies types of decisions where a majority vote is sufficient to bind all Leadership Group members.</p> <p>Leadership Group members will be expected to demonstrate fairness and a commitment to in-depth evaluation of a matter under review and to endeavour to put communities and populations of East Toronto and the success and sustainability of the ETHP above their respective organizations.</p> <p>Leadership Group members will seek input from Engaged Partners as appropriate. Engaged Partners who contribute resources (e.g., funding, staffing, other resources)</p>

<b>Leadership Group – Terms of Reference</b>	
	to a matter under discussion shall have their input respected in the decision-making process.
<b>Minutes</b>	Meeting minutes will document deliberations and recommendations. Discussion during meetings shall be open, frank, and free-flowing, and while contents of minutes will be shared, they will not include attribution of individual contributions made by members.
<b>Information Sharing</b>	The Leadership Group shall develop a protocol for how information is shared with Anchor Partner boards of directors, PFAC, PCN, Engaged Partners, Supporters, and others.
<b>Policies</b>	The Leadership Group may adopt policies and procedures to support the work of the Leadership Group.
<b>Accountability and Reporting</b>	<p>It is acknowledged that each Anchor Partner is responsible to set the scope of authority delegated to its respective Leadership Group member in respect of ETHP activities.</p> <p>Each Leadership Group member shall act within the scope of authority delegated to the member by its respective Anchor Partner and shall report, and be accountable, to their respective board of directors.</p>
<b>Amendment</b>	These Terms of Reference shall be amended only with the written agreement of the Anchor Partners.

**REVIEWED:**

These Terms of Reference will be reviewed annually.

**Date of Last Review:** ●, 2019

## APPENDIX A

### EAST-FPN BASE FUNDING WORKING GROUP

#### BACKGROUND

The Anchor Partners acknowledge the MOH's direction that each Ontario Health Team has a plan in place for physician and clinician engagement and inclusion in leadership and/or the governance structure(s) of the OHT.

The Original Anchor Partners welcomed EastT-FPN to join the ETHP as an Anchor Partner, recognizing that the ETHP's success is dependent on the participation of Family Practitioners in its governance and leadership.

EasT-FPN, a non-profit corporation, was specifically incorporated to represent Family Practitioners in East Toronto, including in the governance and leadership of the ETHP.

The Anchor Partners share a belief that the financial support of the MOH is an important aspect of achieving the goals of the ETHP and that all Anchor Partners (including the EasT-FPN) require such support.

#### MANDATE

The EasT-FPN Base Funding Working Group ("**Working Group**") is the forum for the Anchor Partners and the Leadership Group to develop a comprehensive, multi-pronged plan to advocate to the MOH and/or its agencies and any other potential funders to secure financial support for the infrastructure of the EasT-FPN, and to fairly compensate the individual Family Practitioners who participate in governance, leadership, or planning roles in the ETHP, and work collaboratively with the Anchor Partners' leadership teams to implement the plan.

The Anchor Partners agree that the EasT-FPN, as a new non-profit corporation with no funding in place post March 31, 2020, particularly requires the near-term financial support of the MOH in order to achieve its commitment to undertake the activities contemplated in the Agreement. This funding will be important to enable the EasT-FPN to have at least a minimal team comprising, for example, an executive director, project managers, and data analysts, as well as resources to engage with its stakeholders in the community more generally (the "**EasT-FPN Base Funding**").

#### MEMBERSHIP

The Leadership Group shall appoint the chair(s) and members of the Working Group from time to time.

#### GUIDING PRINCIPLES OF THE FAMILY PRACTITIONERS

If ETHP, as an Ontario Health Team, is provided with funding that is currently paid directly to family physicians for clinical work, and ETHP is authorized to make decisions on the terms of allocation of such funding to family physicians, then the current leadership of the EasT-FPN is of the view that the following principles will be applied by the EasT-FPN members of the Leadership

Group but recognizes that such principles are not binding on the other members of the Leadership Group or the other Anchor Partners:

- a) The Ontario Medical Association will be the exclusive representative for family physicians in negotiations on core physician compensation.
- b) To the extent that ETHP as an Ontario Health Team, has discretion to make decisions to change family physician remuneration models, then such models will not change without the approval of EasT-FPN and consistent with agreements negotiated by the Ontario Medical Association
- c) Family physicians will receive financial compensation at least equivalent to other analogous clinicians in Ontario based on benchmarks EasT-FPN determines to be appropriate.
- d) Any decisions of ETHP, as an Ontario Health Team (excluding decisions any Anchor Partner may make in respect of its own operations) with respect to working hours, working conditions, or workload of family physicians shall be made by working collaboratively with stakeholders, including EasT-FPN and its members, the Ontario Medical Association and the MOH.

#### **AMENDMENT**

The Leadership Group may amend this Appendix A from time to time without necessitating an Agreement amendment.

## SCHEDULE 8.2(b)

### COLLABORATION PRINCIPLES

1. The following principles will guide the development, implementation, and documentation of each Collaboration. It is acknowledged that these principles are intended only as guidance and may not be applicable to every Collaboration.
  - (e) respect for each Partners' mission and values;
  - (f) the Partners will remain independent, each governed by their own boards of directors;
  - (g) accountabilities to be clear and transparent;
  - (h) adhere to the guiding principles and vision of the ETHP;
  - (i) where appropriate, each Collaboration will have specified strategic objectives, performance measures, and evaluation processes and a process for return of clinical care and management functions and asset distribution on termination of the Collaboration;
  - (j) annual evaluation of each Collaboration to review and monitor progress; and
  - (k) as appropriate, legal and audit compliance requirements will be addressed.
2. Costs and financial contribution for each Collaboration will be set out in the Collaboration Schedule. For each Collaboration, costs and financial contribution will be consistent with the following principles:
  - (a) allocation of costs to be agreed in advance and are to be guided by principles of equitable allocation recognizing that Partners are publicly funded and offering a range of services to the Community;
  - (b) the direct cost of all shared positions shall be allocated on a proportionate basis which may be based on time spent or the respective budgets of each organization for that service or on such other basis as the Partners may agree;
  - (c) in the event of the termination of any of the shared or jointly appointed positions, the Partners shall share proportionally all costs associated with such termination on a basis to be agreed;
  - (d) at the request of any Partner, the Partners will in good faith negotiate and agree to any mid-year adjustments to reflect changes in the scope of services provided during the year; and
  - (e) the Partners will annually review financial contributions and evaluate methodology of cost allocation.

**SCHEDULE 8.3**

**PROCESSES AND STANDARDS**

[To be attached.]

**SCHEDULE 10.1**

**FORM OF DATA SHARING AGREEMENT**

[To be attached.]