

## ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 1st day of April, 2022  
*as represented by the Minister of Health*

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario**  
**(the “Province”)**

**- and -**

**Thames Valley Family Health Team**  
**(the “Recipient”)**

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports, and  
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **5.0 ACKNOWLEDGEMENT**

#### **5.1 The Recipient acknowledges that:**

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) **the Funds are:**
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of Health**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amy Olmstead  
Acting Executive Lead  
Ontario Health Teams Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike McMahon  
Executive Director  
Thames Valley Family Health Team

I have authority to bind Thames Valley Family Health Team.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation. For the purposes of interpretation:**

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

### **A2.1 General. The Recipient represents, warrants, and covenants that:**

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement. The Recipient represents and warrants that it has:**

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

**A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:**

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

**A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to **Article A11.0**,

**Article A12.0, or Article A13.0.**

**A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided. The Province will:**

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds. Despite section A4.1:**

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:**



- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province. The Recipient will:**

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission. The Recipient will:**

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance. The Recipient will keep and maintain:**

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for

in section A10.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the

Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as

provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.



**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A18.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

**A19.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

**A20.1 Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

**A20.2 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

**A21.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A22.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

**A23.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

**A24.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

**A25.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

**A26.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A27.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$1,125,000
<b>Expiry Date</b>	September 30, 2023
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000.00
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ms. Allison Costello, Director</p> <p><b>Address:</b>  Implementation and Supports Branch, Ontario Health Teams Division  Ministry of Health  1075 Bay Street, 12<sup>th</sup> Floor  Toronto ON M5S 2B1</p> <p><b>Email:</b> allison.costello@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Ms. Jill Strong</p> <p><b>Position:</b> Operations Director</p> <p><b>Address:</b>  Thames Valley Family Health Team  6-1385 North Routledge Park  London ON N6H 5N5</p> <p><b>Email:</b> jill.strong@thamesvalleyfht.ca</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Ms. Jill Strong</p> <p><b>Position:</b> Operations Director</p> <p><b>Address:</b>  Thames Valley Family Health Team  6-1385 North Routledge Park  London ON N6H 5N5</p> <p><b>Email:</b> jill.strong@thamesvalleyfht.ca</p>

**Additional Provisions:**

None

## SCHEDULE “C” PROJECT

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**Project Name:** Middlesex London Ontario Health Team Continued Implementation Supports  
**Continued Implementation Funding Recipient Name:** Thames Valley Family Health Team

### Background

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

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

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

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

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

The Middlesex London Ontario Health Team has identified Thames Valley Family Health Team as a member organization to serve on the OHT’s behalf as the continued implementation funding recipient (Recipient).

### Alignment to System Priorities

The Project is aligned with the following priorities:

- advancing health care transformation through a model for integrated clinical and financial accountability as a signature initiative established in the *Connecting Care Act, 2019*;
- furthering COVID-19 preparedness, response and recovery through the integrated and co-ordinated delivery of services, including through digital health and virtual care; and
- ending hallway health care and ensuring all patients receive timely access to high quality health care.

## Objectives

The objectives of the Project are to:

- continue implementation of the OHT model and progression towards OHT maturity according to the OHT Building Blocks, also referred to as the “components of the OHT model”, set out in the Ministry of Health (‘ministry’) guidance document, *Ontario Health Teams: Guidance for Health Care Providers and Organizations, 2019*, to support readiness for designation under the *Connecting Care Act, 2019* (CCA);
- support OHTs’ use of population health management (PHM) and equity-based approaches to improve patient care;
- continue to strengthen and expand effective and representative engagement, participation, and leadership in the planning, design, delivery and evaluation of OHT implementation activities by physicians and other clinicians from a range of practice areas and settings;
- continue to strengthen and expand effective and representative engagement and participation of patients, families, and caregivers in the planning, design, delivery and evaluation of OHT implementation activities;
- enable OHTs to transform patient care and experience through better integration, coordination, and navigation and the use of digital health and virtual care solutions;
- improve OHTs’ capacity for collaborative leadership, decision making, and governance;
- support the collection, measurement, and reporting of OHT performance data;
- enable OHTs to plan and implement COVID-19 response and recovery efforts, in alignment with provincial direction, through programs that link hospitals, primary care, home and community care providers and other health care and social services; and
- support OHTs’ development of internal capacity to ensure sustainable OHT operations into the future.

## Deliverables

1. The Recipient shall work with the other members of the Middlesex London Ontario Health Team to develop and implement an **OHT Population Health Management and Equity Plan** that addresses each of the following priorities and achieves each of the following deliverables (the “Deliverables”) by September 30, 2023:

Priority	Objectives	Deliverables
Integrated Care through Population Health Management and Equity Approaches	<ul style="list-style-type: none"> <li>• Use population health management and equity approaches to care planning and delivery to improve health outcomes.</li> <li>• Redesign clinical pathways, in collaboration with physicians and other clinicians, to improve coordination and integration of care and health outcomes for</li> </ul>	<p>Develop and implement a plan using population health management and equity approaches to:</p> <ul style="list-style-type: none"> <li>• Enhance care planning and delivery and outcomes for initial target population(s) based on local drivers.</li> <li>• Design and implement interventions for additional target populations aligned</li> </ul>

	<p>populations beyond the OHT's initial target population(s).</p> <ul style="list-style-type: none"> <li>Engage patients, families, caregivers and communities including First Nations, Indigenous and Métis, racialized and Francophone populations in the planning, design, delivery and evaluation of the OHT's Population Health Management and Equity plan.</li> <li>Align with Collaborative Quality Improvement Plan (cQIP) where appropriate.</li> </ul>	<p>with provincial direction and built on broadened OHT partnerships.</p> <ul style="list-style-type: none"> <li>Identify opportunities expand care redesign efforts to serve the OHT's full attributed population.</li> <li>Implement enhanced approaches to partnering with patients, families and caregivers in execution of the Population Health Management and Equity plan.</li> </ul>
Patient Navigation and Digital Access	<ul style="list-style-type: none"> <li>Provide patients, families and caregivers with 24/7 navigation supports aligned to the provincial Health Care Navigation Service (HCNS) that facilitate access to care and transitions between settings.</li> <li>Enable patients to digitally access their health information through a patient portal.</li> <li>Enable more patients to digitally book an appointment with their primary care providers.</li> <li>Enhance OHT virtual care maturity (see the Ontario Health Virtual Care Maturity Model), expanding availability of virtual care offerings.</li> </ul>	<ul style="list-style-type: none"> <li>Implement patient navigation supports and report on patient utilization.</li> <li>Develop and implement a patient portal that gives patients access to their health information.</li> <li>Report on progress expanding access to Online Appointment Booking (OAB) in primary care settings.</li> <li>Report on progress enhancing virtual care maturity and access.</li> </ul>
Collaborative Leadership, Decision-Making and Governance	<ul style="list-style-type: none"> <li>Enhance collaborative governance structures and processes in alignment with progressive OHT maturity and provincial direction (when available).</li> <li>Demonstrate progress with the implementation of the OHT's Patient, Family and Caregiver Partnership and Engagement Strategy.</li> </ul>	<ul style="list-style-type: none"> <li>Develop and implement an enhanced governance model and processes that align with provincial direction (when available).</li> <li>Report on progress implementing Patient, Family and Caregiver strategy.</li> </ul>
Primary Care Engagement and Leadership	<ul style="list-style-type: none"> <li>Strengthen and expand engagement of primary care physicians and other clinicians in the planning, design, delivery and evaluation of OHT activities</li> </ul>	<ul style="list-style-type: none"> <li>Develop and implement a model and process to enable primary care providers to have a collective voice in OHT activities at and OH</li> </ul>

	<ul style="list-style-type: none"> <li>Expand OHT membership to include additional primary care providers and other clinicians that are linked to the OHT's attributed population.</li> </ul>	<ul style="list-style-type: none"> <li>tables.</li> <li>Develop and implement a plan to connect additional primary care providers and other clinicians to the OHT.</li> </ul>
COVID-19 Response and Recovery	<ul style="list-style-type: none"> <li>Mobilize OHT members to support COVID-19 preparedness, response and recovery through the integrated and co-ordinated delivery of services, in alignment with provincial direction.</li> </ul>	<ul style="list-style-type: none"> <li>Develop and implement a plan for COVID-19 response and recovery in alignment with provincial direction.</li> </ul>

2. The Recipient shall work with the other members of the Middlesex London Ontario Health Team to develop a **OHT Sustainability Plan**.

**Eligible Activities**

The Project shall include one or more of the following activities:

- Staffing to support completion of the objectives and deliverables of the Project;
- Activities to support completion of the objectives and deliverables of the Project;
- Administrative, equipment and overhead expenses to support completion of the objectives and deliverables of the Project;
- Activities to support physician and other clinician leadership, engagement, and participation aligned with the Project objectives; including:
  - Project management or administrative support to coordinate improved connections between physicians, clinicians, allied health and social service providers; and
- Activities to support patient, family, and caregiver engagement, and participation aligned with the Project objectives and deliverables.

The Recipient is eligible to acquire consulting services to support the following activities:

- website development and maintenance;
- translation services;
- community engagement support (e.g., support for engaging with local communities, including minority groups); and
- facilitation and mediation services.

Expenses related to the above eligible consulting services must not exceed 20% of the total value of this agreement as outlined in Schedule D.

The Recipient is not eligible to acquire consulting services to support the development of the "Reports" set out in Schedule F.



The Project shall not include:

- acquiring consulting services to support the development of “Reports” set out in Schedule F;
- acquiring goods or services, including consulting services, that are available through the OHT Central Program of Supports;
- acquiring goods or services, including consulting services, supported by other funding sources (e.g. personal protective equipment);
- developing or acquiring digital health solutions or services (including consulting) that:
  - would duplicate in functionality or purpose required provincial digital health solutions, or would require the development of new registries, data repositories, or other digital health solutions that are available in whole or part from the Ministry of Health or its delivery partners;
  - are already available through the Ministry of Health OHT Central Program of Supports, through Ontario Health or OntarioMD, or through other delivery partners whose services or programs are funded by Ministry of Health (e.g. provincial clinical viewers, CHRIS, HRM, and eServices); or
  - would duplicate digital health solutions or services for which existing pilot programs are in place provincially (e.g. digital identity services); and
- clinical service delivery to patients.

### **General Requirements for Project Activities**

In carrying out this Project, the Recipient shall ensure that the approved OHT shall:

- engage with a range of patients, families, caregivers, and members of the community that are reflective of the attributed population to inform its development and implementation of OHT activities. OHT activities shall align with the OHT’s adoption of the *Patient, Family and Caregiver Declaration of Values for Ontario*.
- ensure that physician and other clinicians from various disciplines, practice models, and provider organizations serving the approved OHT’s attributed population(s) have opportunities to be engaged on, participate in, and provide leadership for OHT activities.
- expand and increase integrated care planning and delivery based in primary care across the OHT to support care for the OHT’s attributed population.
- recognize and respect the diversity of Ontario’s communities, including by:
  - ensuring its members comply with the requirements of the *French Language Services Act (FLSA)*, as applicable, and by working with the appropriate French Language Health Planning Entity or Entities for its priority patient population(s);
  - recognizing and respecting the role of Indigenous peoples in planning and implementation; and
  - working to ensure equitable access to care, in alignment with the *Patient, Family and Caregiver Declaration of Values for Ontario* including for First Nation, Indigenous, and Métis peoples, racialized communities, and Francophones;

- participate in sharing and learning opportunities offered through the OHT Central Program of Supports, including:
  - OHT communities of practice;
  - inter-OHT learning collaboratives and other information-exchange events and opportunities;
  - coaching programs; and
  - webinars and other information-exchange events hosted by OHT supports partners, the Ministry of Health, and Ontario Health; and
- participate in a central evaluation by an independent evaluator.

**SCHEDULE “D”  
BUDGET**

<b>Funding Recipient Name:</b> Thames Valley Family Health Team		
<b>Project Name:</b> Middlesex London Ontario Health Team Continued Implementation Supports		
<b>Primary Contact:</b> Ms. Jill Strong		
<b>Funding Period Start Date:</b> April 1 <sup>st</sup> , 2022		<b>Funding Period End Date:</b> September 30 <sup>th</sup> , 2023
FY	Expenditure Description	Total
2022-23	<ul style="list-style-type: none"> <li>• Staffing to support completion of the objectives and deliverables of the Project;</li> <li>• Activities to support completion of the objectives and deliverables of the Project;</li> <li>• Administrative, appliance and overhead expenses to support completion of the objectives and deliverables of the Project;</li> <li>• Activities to support physician and other clinician leadership, engagement, and participation;</li> <li>• Activities to support patient, family, and caregiver engagement, and participation.</li> </ul>	\$750,000
2023-24	<ul style="list-style-type: none"> <li>• Staffing to support completion of the objectives and deliverables of the Project;</li> <li>• Activities to support completion of the objectives and deliverables of the Project;</li> <li>• Administrative, appliance and overhead expenses to support completion of the objectives and deliverables of the Project;</li> <li>• Activities to support physician and other clinician leadership, engagement, and participation;</li> <li>• Activities to support patient, family, and caregiver engagement, and participation.</li> </ul>	\$375,000
	<b>Total Budget</b>	<b>\$1,125,000</b>
	<i>*Total consulting services spend permitted throughout the entire length of the Agreement (2022-2024) is capped at 20% of the Total Budget.</i>	\$225,000

**SCHEDULE "E"**  
**PAYMENT PLAN**

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In the 2022-23 Funding Year, the Province will provide payments to the Recipient as follows:

<b>2022-23 Payment Schedule</b>	
mid-month April 2022	\$187,500
mid-month July 2022	\$187,500
mid-month October 2022	\$187,500
mid-month January 2023	\$187,500
<b>2022-23 Total</b>	<b>\$750,000</b>

In the 2023-24 Funding Year, the Province will provide payments to the Recipient as follows:

<b>2023-24 Payment Schedule</b>	
mid-month April 2023	\$187,500
mid-month July 2023	\$187,500
<b>2023-24 Total</b>	<b>\$375,000</b>

## SCHEDULE “F” REPORTS

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The Recipient shall work with the other members of the Middlesex London Ontario Health Team to provide the following reports to the Province by the due dates and in the format specified:

Name of Report	Due Date
Population Health Management and Equity Plan	<ul style="list-style-type: none"> <li>• July 29, 2022</li> </ul>
Mid-Year Progress Report	<ul style="list-style-type: none"> <li>• October 28, 2022</li> </ul>
Collaborative Quality Improvement Plan (cQIP)	<ul style="list-style-type: none"> <li>• March 31, 2023</li> </ul>
Year-End Progress Report	<ul style="list-style-type: none"> <li>• April 28, 2023</li> </ul>
Sustainability Plan	<ul style="list-style-type: none"> <li>• June 30, 2023</li> </ul>
Final Report	<ul style="list-style-type: none"> <li>• October 31, 2023</li> </ul>
Audited Financial Statements	<ul style="list-style-type: none"> <li>• June 30, 2023 (for FY 2022-23)</li> <li>• June 28, 2024 (for FY 2023-24)</li> </ul>

*Reporting details:*

- A) The **Population Health Management and Equity Plan** shall describe the implementation approach and timelines for achieving the Deliverables set out in Schedule “C”. The Plan shall also include a measurement and evaluation strategy aligned with objectives and deliverables, including metrics prescribed by the Province and Ontario Health. The Plan is to be submitted in the format provided by the Province and Ontario Health.
- B) The **Mid-Year Progress Report** shall include the following:
- a brief description of any new OHT Project activities;
  - a progress update including key metrics (where applicable) on each of the deliverables described in the OHT’s Population Health Management and Equity Plan, including whether, and if so how, the Project activities are helping the OHT achieve the identified objectives;
  - progress update on the Harmonized Information Management Plan, including any substantive changes to the OHT’s information management, data sharing, and privacy needs and plans;
  - data on performance indicators as identified by the Province and Ontario Health;
  - descriptions of key activities planned for the next reporting period; and
  - other updates and key metrics as prescribed in the reporting template provided by the Province and Ontario Health; and

- a financial expenditure statement, signed by the designated financial officer of the Thames Valley Family Health Team, that includes the following:
  - breakdowns of total spending for each eligible activity under the Expenditure Description (Schedule D Budget).
  - detailing of budget-to-actual expenditures;
  - explanation of variance between budget-to-actual expenditures (if applicable);
  - forecast for upcoming reporting period(s) and year-end position; and
  - interest earned on the funds
  
- C) The Recipient shall provide a **Collaborative Quality Improvement Plan (cQIP)** to Ontario Health that includes a description of the planned activities the OHT will take to address and improve upon the cQIP performance indicators as defined by the Province and Ontario Health, to be submitted in the format provided by Ontario Health.
  
- D) The FY2022-23 **Year-End Progress Report** shall include the following:
  - a status update and key metrics (where applicable) that includes the items described above for the Mid-Year report, and with a focus on describing OHT successes in quantitative and qualitative terms;
  - other updates as prescribed in the reporting template provided by the Province and Ontario Health.
  
- E) The **Sustainability Plan** shall describe the OHT's plans for sustainable operations beyond fiscal year 2022-23 and be reflective of guidance as determined by the Province and Ontario Health.
  
- F) The **Final Report** shall include the following:
  - a status update that includes:
    - a summary description of all Project activities supported by this funding, including progress against all deliverables in the OHT's Population Health Management and Equity Plan and key metrics (where applicable);
    - key OHT achievements, described in terms of the quadruple aim; and
    - data on performance indicators.
  - an evaluative analysis that includes descriptions of successes, challenges, opportunities, key enablers, and lessons learned;
  - any topics as prescribed in the reporting template provided by the Province and Ontario Health; and
  - a financial expenditure statement, signed by the designated financial office of the Thames Valley Family Health Team, that includes items under Expenditure Description (Schedule D Budget).
  
- G) The Audited Financial Statement refers to the Recipient's annual general-purpose audited statements, within which the Project activities are expected to be clearly reported.

- H) The Province may request Project status reports and other updates from time to time.
- I) The Province may provide further reporting instructions on the format and content of reports.
- J) The Province may request copies of the aforementioned reports at any time and may provide confidential copies to its partners for the purposes of supporting OHTs.