

MEMORANDUM OF UNDERSTANDING
Partnership Agreement (“Agreement”)

This Agreement is made as of the 31st day of October, 2022
BETWEEN:

Algoma Ontario Health Team

(hereinafter referred to as “Algoma OHT”)

-and-

Algoma Nurse Practitioner-led Clinic

(hereinafter referred to as “Member Organization”)

WITNESSETH that:

WHEREAS Algoma OHT is an integrated team that jointly plans and delivers health, social and health promotion services;

AND WHEREAS Algoma OHT was designated by the Minister of Health under the *Connecting Care Act, 2019*;

AND WHEREAS Member Organization would like to participate as a partner or an advisor as part of the Algoma OHT;

NOW, THEREFORE, in consideration of mutual covenants and agreements between the parties hereto, it is agreed as follows:

1. Term of Agreement

The term of this Agreement will be effective on the date set above and will expire on March 31, 2023 (the “Term”) or if during the Term, such time as the Ministry of Health requests a review, revision or termination of the Agreement.

2. Withdraw/ Termination

This Agreement may be terminated by the Algoma OHT by providing thirty (30) days written notice to the Member Organization.

A Member Organization may withdraw from the Algoma OHT or terminate its membership at any time by providing a minimum of thirty (30) days written notice to the Algoma OHT’s Leadership Council. Such withdraw and/or termination shall not be unreasonably withheld.

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3. Algoma OHT Background

The Algoma OHT was designated on 23rd day of July, 2020 by the Minister of Health under the *Connecting Care Act, 2019* with the intention to work together to achieve their shared vision of providing a continuum of integrated health, social and health promotion services to the persons to whom they provide care and services for the people of Algoma.

Integrated health care represents a fundamental shift in the way that health, social and health promotion services are provided. It involves putting people and communities; not diseases, providers or organizations, at the center of the health care system and empowering people to take charge of their own health rather than being passive recipients of services. When health, social and health promotion services are integrated, it means they are delivered in a way that people receive the continuum of services as part of a coordinated team, no matter where care is provided.

4. Algoma OHT Program

In order for the Algoma OHT to be successful, it will be important to focus on learning together as an integrated local health system to better serve the people of Algoma. This will require embracing ambiguity as we learn to work together across health and social sectors; including home and community care, hospital services, housing, long-term care, mental health and addictions, palliative, primary care services, public health and specialty care among others.

Through this engagement the Algoma OHT is seeking to put in place this partnership agreement to enable partners and advisors to improve care experiences and outcomes. Each Member Partner and Member Advisor who are part of the Algoma OHT will retain its own independence, with an independent board and oversight. Any decisions made by the Algoma OHT are recommendations. Member Organizations are highly encouraged to support greater alignment between the Algoma OHT and their respective organizations in order to improve service delivery within the Algoma district.

The partnership agreement, and the Algoma OHT, should in no way be a barrier or impede decisions to serve people, families and communities and should facilitate the coming together of people at all levels of respective organizations to work towards the mission and vision of the Algoma OHT outlined in Appendix 1.

5. Role / Responsibilities of Algoma OHT

The Algoma OHT is working on meeting the Year 1 expectations of the Ontario Health Team (OHT) and eventually at maturity with respect to the 8 OHT building blocks which responsibilities include:

- Defining patient population
- In-scope services
- Patient partnership and community engagement

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- Patient care and experience
- Digital health
- Leadership, accountability and governance
- Funding and incentive structure
- Performance measurement, quality improvement and continuous learning

6. Role / Responsibilities of Member Organization

Member Organizations will participate as a partner or an advisor with the current focus on being inclusive in contributing to the Algoma OHT objectives. Member organization, whether participating as a Member Partner or a Member Advisor agrees to the Algoma OHT mission and vision outlined in Appendix 1.

Member Partners will:

- Work jointly for the delivery of health, social and health promotion services (i.e. project implementation) which includes a commitment to aligning initiatives and resources towards the work of the Algoma OHT.
- Partners are eligible to be on the Leadership Council as voting members.

Member Advisors will:

- Advisors agree with the mission / vision, and may still be ‘exploring’ full partnership or contributing towards the OHT in a different capacity other than the delivery of services.
- Advisors are non-voting on the Leadership Council.

All Member Partners and Member Advisors will review the Algoma OHT Terms of Reference outlined in Appendix 2.

In participating in this Agreement Member Organizations agree that their respective Member Organization Board of Directors have been made aware of the partnership agreement. Where required, Member Organizations shall seek their Member Organization Board of Directors approval and/or endorsement, as the case may be, should their respective policies and procedures require such.

7. Funding Arrangements

It is recognized that Sault Area Hospital (“SAH”) is the designated fund holder, acting on behalf of the Algoma OHT in accordance with the conditions set out in the SAH Fund Holder Agreement. SAH is responsible to ensure that financial reports related to the Algoma OHT funding is reported back to the Algoma OHT Leadership Council on a regular basis.

Beyond utilizing the earmarked Algoma OHT funding, it is further expected and intended that Algoma OHT Member Partners will leverage this funding by aligning their strategies, work and resources in a way that is consistent with the vision and mission of the Algoma OHT where possible.

8. Privacy and Confidentiality

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Through the Term of this agreement the Parties may transmit and exchange private and confidential information that may include; documents, materials, research and/or personal health information of patients which collectively herein is referred to as ("Confidential Information"). It is agreed that appropriate administrative, technical and physical safeguards will be established and maintained by all Parties to protect the Confidential Information and to prevent unauthorized access to it. The protection of all Confidential Information under this Agreement shall survive the Term of this Agreement.

9. No Conflict of Interest

The Member Organization shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Algoma OHT Chair without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by Algoma OHT to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, Algoma OHT may immediately terminate the Agreement upon giving notice to the Member Organization where: (a) the Member Organization fails to disclose an actual or potential Conflict of Interest; (b) the Member Organization fails to comply with any requirements prescribed by the Algoma OHT to resolve a Conflict of Interest; or (c) the Member Organization's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Agreement.

10. Intellectual Property

The Member Organization agrees that any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) ("Intellectual Property") provided by Member Partner shall remain the sole and exclusive property of the Member Partner. Furthermore, Algoma OHT shall be the sole owner of any Intellectual Property created by the Supplier in the course of performance of its obligations under the Agreement ("Newly Created Intellectual Property").

11. Dispute Resolution

Any dispute, controversy, or claim arising out of, or in connection with this Agreement or the failure of the Parties to agree on any matters requiring or contemplating their Agreement hereunder (a "Dispute") shall be dealt with as hereafter set out.

- Meeting to Negotiate Resolution, A meeting shall be held between the parties hereto (the "Parties) promptly after a Dispute has arisen. The meeting will be attended by representatives of the Parties with decision-making authority to settle the Dispute. At the meeting, the Parties will attempt in good faith to negotiate a resolution of the Dispute. The parties will make all attempts reasonable to obtain resolution. In the event a resolution cannot be met, the Dispute will move to arbitration.

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12. Notice

Any notice or communication required to be given under the terms of this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth or at such other address as either party shall hereafter designate to the other in writing. All notices shall be in writing and set by regular postage paid mail, registered mail, or electronic mail, addressed as follows:

To **Algoma OHT:**
750 Great Northern Rd.
Sault Ste. Marie, ON P6B0A8
Name: Victoria Aceti Chlebus
Title: Director, Integrated Care
Email: victoria.aceti@algomaoh.ca

To **Member Organization:**
Algoma Nurse Practitioner-Led Clinic
443 Northern Avenue
Sault Ste. Marie, ON P6B 4J3
Name: Dominic Noel
Title: Executive Director
Email: dnoel@algomanplc.ca

All notices shall be effective when personally served, one (1) day following the date sent by electronic mail, or five (5) days after deposited in the mail.

13. Amendment of Agreement

In the event that any changes to this agreement are deemed necessary, either an amendment shall be prepared and executed by the Parties hereto or a new Agreement will be prepared and executed. An amendment will have no force or effect until compliance with the terms of this section.

14. Assignment

This Agreement is not assignable by either Party without the consent of the other Party. Subject to the foregoing, this Agreement continues to the benefit of and is binding upon the Parties, their successors and assigns.

15. Entire Agreement

This agreement constitutes the entire agreement between the Parties and except as herein written, there are no oral representations or warranties between the Parties of any kind.

16. Applicable Law

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This agreement will be interpreted exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein.

17. Counterparts

This Agreement may be executed by the Parties in counterpart, who together shall be deemed to constitute one agreement, and delivery of the counterparts may be affected by means of a telecopier (followed immediately by delivery of the original copies by an overnight carrier).

IN WITNESS OF WHICH the Parties have signed and delivered this Agreement.

Algoma OHT:

Per:

Name: Victoria Aceti Chlebus

Title: Director, Integrated Care

Algoma Nurse Practitioner-led Clinic

Pursuant to Section 6 'Role of Member/ Partner Organization' we hereby sign this MOU acknowledging and committing to the role of:
(Complete one of the following checkboxes in alignment with Section 6 Role/ Responsibilities of Organization)

Member Partner

- Or -

Member Advisor

Per: Algoma Nurse Practitioner led Per: _____
clinic

Name: DOMINIC NOEL Name: _____

Title: Executive Director Title: _____

I have authority to bind the company.

I have authority to bind the company.

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Appendix 1 – Vision, Mission, Collaboration

Background on Collaborative Decision Making Arrangements

The CDMA is intended to have an established process to use the implementation funding; that is meant to build the necessary infrastructure for the Algoma OHT.

Shared Vision, Guiding Principles and Commitments

Vision

An integrated health system focused on the unique needs of Algoma residents; where people receive seamless, excellent care where and when they need it.

Mission

The Algoma Ontario Health Team will collaborate in a model of care that is person-centered, efficient and simplified for both patient and provider.

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Appendix 2 – Algoma Ontario Health Team Terms of Reference (ToR)

MANDATE

The Algoma Ontario Health Team (AOHT) has a vision for an integrated health system focused on the unique needs of Algoma residents; where people receive seamless, excellent care where and when they need it. The Leadership Council’s role is to provide a forum for its Members to plan, design, implement and oversee the AOHT.

ROLES AND RESPONSIBILITIES

Planning and Project Implementation

- establish an overall strategic plan for the AOHT and develop an annual work plan consistent with the strategic plan;
- identify and measure the priority populations for the AOHT and the impact of decisions on them;
- develop the name and central brand for the AOHT;
- identify, implement, and oversee Projects and Project Agreements; and
- ensure there is a commitment to share information, set joint performance targets, align service delivery and quality improvement for identified projects.

Quality and Risk

- review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the AOHT;
- identify risk issues and consider risk allocation, mitigation, and corrective actions for AOHT activities;
- develop a complaints and significant event process for issues that impact more than one Member; and
- develop a risk management process for issues that could negatively impact the AOHT.

Resources and Accountability

- develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the AOHT as well as human resources, capital, and facilities and costs related to supporting the work of the AOHT;
- review and collaborate on financial performance, resource allocation and use, best practice, and innovation;
- develop clinical and financial accountability standards;
- determine Membership fees to be paid by Members, if any; and
- facilitate and oversee the development of a digital health strategy.

Engagement and Reporting

- develop and implement a joint communications strategy, including communication to stakeholders and the community;
- engage people, families and communities to ensure meaningful partnership and co-design across all OHT initiatives;
- engage with and seek input from Members and Networks;
- ensure engagement at a board to board level among Members; and
- report from time to time to Members on the work of the Leadership Council and any subcommittees and working groups.

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Governance and Compliance

- evaluate and identify areas of improvement in the integrated leadership and governance structure of the AOHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Members to the AOHT;
- as part of efforts to set up a long-term governance structure for the OHT, engage the boards of each respective Partner organization to:
 - understand what it means to have a duty to an integrated local health system that serves the residents of Algoma
 - prioritise steps towards collaborative governance in the first year of operation
 - consider possible long-term options for collaborative governance;
- discuss compliance with, and amendments to, these Terms of Reference, the Framework, or a Project Agreement;
- facilitate dispute resolution; and
- ensure compliance with all reporting requirements.

Integration

- act as a forum for the defined geographic area to support any potential voluntary or involuntary integration initiatives ordered by the Ministry of Health and
- develop recommendations vis-à-vis proposed integrations.

Other

- Perform the roles assigned to the Leadership Council under the Framework.

SUBCOMMITTEES AND WORKING GROUPS

The Leadership Council has an Executive Committee that is comprised of the Tri-Chairs.

The Leadership Council may establish one or more subcommittees or working groups / action teams to assist it in fulfilling its role. The Leadership Council shall determine the mandate and composition of any such subcommittee or working group.

MEMBERSHIP

The Leadership Council shall be a representative group across Algoma, that includes both organizational and independent-level representation. At minimum, the Leadership Council shall be comprised of 7 voting members; however, must include the following representation:

- Organizational: community health and social services, long-term care, primary care and hospital services
- Independent: Patient Partner and Physician Lead

Organizational voting members are referred to as Partners and are identified as organizations that have signed a Memorandum of Understanding (Partnership Agreement) identified a commitment to work jointly for the delivery of health, social and health promotion services as part of the AOHT. Each Partner is eligible to have a senior-level representative on Leadership Council and may identify an alternate in case of absence. Independent voting members are appointed by Leadership Council and typically include patient and clinical representation without any organizational affiliation.

Non-voting members are referred to as Advisors and are identified as organizations that have signed a Memorandum of Understanding identifying alignment with the mission and vision of the AOHT, however may not be directly involved in the delivery of health and

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social services related to the identified projects. Advisors may also be exploring full Partner status.

TRI-CHAIRS

The Leadership Council shall have a Tri-Chair model, which is elected for a two-year term by the majority vote of the Leadership Council. It should strike a balance representing administrative, clinical and patient leadership for the AOHT. The Tri-Chairs may alternate the meeting chair responsibilities, at their discretion and fully participate in deliberations as well as decision-making.

In addition to chairing responsibilities; the Tri-Chairs are responsible for:

- Acting on behalf of the Leadership Council (as the Executive Committee) in-between regularly scheduled meetings, including bringing those decisions (as information items) to the Leadership Council
- Preparing meeting agendas, including a governance calendar for future items
- Ensuring appropriate engagement of members and the regular evaluation of the governance model for the AOHT
- Providing day-to-day guidance, management and mentorship to the Administrative Director of the AOHT (Director, Integrated Care)

FUND MANAGER

The Leadership Council shall, by majority vote, select a Member Organization to be a “Fund Manager” (for a term to be agreed) to, as directed by the Leadership Council receive, manage, distribute and keep accurate accounts of, pooled resources, including funding earmarked for the AOHT. The Administrative Director of the AOHT will be responsible for managing the funds, in accordance with the Fund Manager’s policies and procedures, as well as ensuring that any funds are in accordance with the strategic priorities set out by the Leadership Council. The Fund Manager will submit financial reports and retain financial records for at least seven years.

MEETINGS

Meetings shall be held at a minimum quarterly, and where possible be scheduled in advanced according to a governance calendar. Ad hoc meetings may be called by the Tri-Chairs or at the request of a minimum of 3 Members. Agendas will be sent in advance and indicate whether items are for information, discussion or approval. In an effort to foster transparency, guests are welcome to participate in all meetings, except for in-camera portions, but may not vote.

QUORUM

Quorum will be a majority of Members, who may be present in-person or virtually. If a Member is not able to attend, the Member may send an alternate (who may count for quorum and vote). If quorum is not present, the Members present may meet for discussion purposes only and no decisions shall be made.

DECISIONS

UNLESS OTHERWISE SPECIFIED APPROVAL OF THE LEADERSHIP COUNCIL, DECISIONS WILL BE MADE BY CONSENSUS. CONSENSUS MEANS THAT EACH MEMBER IS PREPARED TO SUPPORT THE DECISION OR, IF APPLICABLE, RECOMMEND IT TO THEIR BOARD OF DIRECTORS, ORGANIZATION, OR RESPECTIVE MEMBERS, AS THE CASE MAY BE, EVEN IF THEY DO NOT AGREE

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WITH THE DECISION/RECOMMENDATION. IN THE EVENT OF A TIE, A MAJORITY VOTE BY THE TRI-CHAIRS WILL CONSTITUTE THE TIE BREAKER. MOREOVER, ALL PROJECTS AND INITIATIVES MOVING FORWARD REQUIRE APPROVAL VIA VOTE OF THE LEAD (SPONSOR) ORGANIZATION. AS SUCH, LEADERSHIP COUNCIL CANNOT COMPEL AN ORGANIZATION TO LEAD OR ACT AS THE SPONSORING ORGANIZATION OF AN INITIATIVE WITHOUT ITS APPROVAL.

THE LEADERSHIP COUNCIL IS RESPONSIBLE FOR PUTTING A PROCESS IN PLACE FOR DISPUTE RESOLUTION, AS PART OF A PARTNERSHIP AGREEMENT APPLICABLE TO ALL ITS VOTING MEMBERS.

MINUTES

Meeting minutes will document deliberations and recommendations. All minutes will be available as part of the AOHT repository that may be accessed by the public, except for any confidential or in-camera discussions. 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.

CONFIDENTIALITY

THE LEADERSHIP COUNCIL MEMBERS SHALL RECOGNIZE THAT FROM TIME-TO-TIME ITS MEMBERS MAY HAVE ACCESS TO CONFIDENTIAL INFORMATION. ALL MEMBERS ARE TO RESPECT THE CONFIDENTIALITY OF INFORMATION RECEIVED BY, AND DISCUSSIONS OF, THE COLLABORATION COUNCIL THAT ARE IDENTIFIED AS CONFIDENTIAL OR AS PART OF IN-CAMERA DISCUSSIONS.

POLICIES

The Leadership Council may adopt policies, protocols and procedures to support the work of the Leadership Council and its subcommittees and working groups.

REVIEW AND AMENDMENT

These Terms of Reference will be reviewed annually by the Leadership Council and may be amended with written agreement of the Leadership Council.