

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-07

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HILLS OF HEADWATERS COLLABORATIVE ONTARIO HEALTH TEAM. (Collaboration Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Hills of Headwaters Collaborative Ontario Health Team, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 9th day of February, 2023.

Original signed by:

Wade Mills, Warden



Michelle Dunne, Clerk

For a full copy of the agreement, please contact the Clerk's department.

**HILLS OF HEADWATERS
COLLABORATIVE ONTARIO HEALTH TEAM**

COLLABORATION AGREEMENT

October 31, 2022

HILLS OF HEADWATERS COLLABORATIVE ONTARIO HEALTH TEAM COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** is made effective as of October 31, 2022

BETWEEN AND AMONG the Team Members who have signed it.

BACKGROUND and PURPOSE:

- A. The Organizations and Individuals (“Team Members”) who have signed this Agreement wish to be designated as the Hills of Headwaters Collaborative Ontario Health Team (“HOH-OHT”), an Ontario health team currently under formation and approved to proceed to full application to become a designated Ontario Health Team recognized by the Minister of Health under the *Connecting Care Act, 2019*.
- B. The Team Members have agreed to work together to achieve their shared vision of providing a continuum of integrated health care and support services to the persons to whom they provide care and services, predominantly in the geographic areas of the County of Dufferin and in Caledon, the northerly portion of the Region of Peel, as the Ministry of Health has allocated specified populations to it (“Dufferin-Caledon”).
- C. The Purpose of this Agreement is to:
 - (i) set out and govern how the Team Members will work together before designation as an Ontario Health Team;
 - (ii) establish a collaborative council (“Collaboration Council”) and other organizational structures to enable the work of the Team Members to fit for the purpose of achieving their Shared Vision, Guiding Principles and Commitments as set out in this Agreement; and
 - (iii) set out the rights and commitments of Team Members, with recognition by the Team Members that this Agreement is a transitional organizing document intended to serve its stated purposes as an interim step in the process of the HOH-OHT moving towards designation as an Ontario Health Team, likely to be in place for a few years at most or as may be determined is most fitting and useful, anticipated to be amended over time as the HOH-OHT organizes further and to be replaced with other appropriate organizing documentation at a point prior to greater operational integration and/or financial integration.

FOR VALUE RECEIVED, the Team Members agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions. In this Agreement:

- (a) **“Agreement”** means this collaboration agreement, and includes all schedules, as amended from time to time.
- (b) **“Confidential Information”** means information of a Team Member that by its nature is confidential and proprietary but does not include information that:
 - (i) was known to or received by the receiving Team Member before its receipt from the disclosing Team Member (unless acquired on a confidential basis), and such knowledge or receipt is documented);
 - (ii) was public knowledge at the time received by the receiving Team Member or later became public knowledge through no fault of the receiving Team Member; or
 - (iii) was independently developed by a Team Member without reference to the Confidential Information previously disclosed by a Team Member.
- (c) **“Participants”** means those entities that are parties to a Project Agreement but that are not Team Members.
- (d) **“Project”** means the work associated with improving health and related social care for the HOH-OHT’s chosen priority populations. First year Projects at time of signing are planned to be: (1) Mental Health and Addictions, (2) Palliative Care and, (3) Complex Vulnerable Patients.
- (e) **“Project Agreement”** means any agreement executed by the participating Team Members and, where applicable, Participants, that sets out the details and work plan about a specific Project.
- (f) **“Team Members”** means the signatories to this Agreement.
- (g) **“HOH-OHT”** means the Hills of Headwaters Collaborative Ontario Health Team, comprised of the Team Members.

1.2 Non-Derogation. Nothing in this Agreement shall derogate from a Team Member’s ongoing autonomy of its board of directors, or its right to safeguard the quality of health services provided by it, or to exercise its respective rights and meet its respective responsibilities under applicable laws and any government funding agreements. This Agreement shall not create legally binding obligations between Team Members or by any Team Member to third parties. This Agreement does not set precedent for the future or for future agreements.

ARTICLE 2 – SHARED VISION, GUIDING PRINCIPLES, VALUES AND COMMITMENTS

2.1 Shared Vision. The Team Members share the following vision for the HOH-OHT:

To create one community working together to improve the health and well-being of everyone who lives and provides care across Dufferin-Caledon.

2.2 Guiding Principles. The Team Members are committed to the following guiding principles for the HOH-OHT, set out in the following Relationship Charter:

Relationship Charter: Expectations	Description and Guiding Principles
Constructive and transparent communication	<ul style="list-style-type: none"> • We will communicate frequently, openly and honestly with each other. • We will provide a forum for discussion and be open to each other’s operating environment. • We will communicate in advance of changes, updates (i.e., “no surprises”). • We will develop shared strategies and will not discuss sensitive issues with individuals outside of the relationship. • We will ensure that as members, our respective organizations will be kept up-to-date on sub region discussions, decisions and action items. • We will respect the diversity of cross-cultural communication styles so a safe space is enabled for free generative thinking.
Commitment and Responsibility	<ul style="list-style-type: none"> • We will ensure that the leaders, executive staff or an assigned delegate with decision-making power is in attendance of meetings. • We are committed to consistent participation, aiming for a minimum of 75% attendance in a given year. • We will take responsibility to proactively review materials for upcoming meetings and meetings that have been missed. • We will not allow current funding agreements to be a barrier to actively working together on innovative solutions.

Highly cooperative and collaborative	<ul style="list-style-type: none"> • We will jointly identify initiatives and assume responsibility for action. • We will ensure that system and patient interests are prioritized over organizational commitments. • We will look for win-win situations. • We will work together to solve problems. • We will incorporate and strengthen inclusiveness and equity in collaborative discussions.
Healthy Conflict Resolution	<ul style="list-style-type: none"> • We recognize conflict as natural and will focus on solving the problem collaboratively whenever possible, not apportioning blame. • We will approach problem resolution with mutual understanding, empathy and respect, recognizing expertise and consulting appropriately. • We will share risk and responsibility while acting in ways that are best for the patient. • We will resolve conflict by following the defined resolution process. • Further detailed in Schedule 2.
Continuous improvement driving quality patient care and innovation in delivery of services	<ul style="list-style-type: none"> • We will focus on improving population health outcomes with a systems-based approach that ensures the interests and perspectives of the patient are integrated into solutions. • We will use evidence-informed decision making and leverage leading practices as a collaborative and as a system to drive innovation and continuous improvement in the quality of patient care. • With input from patients, caregivers and partners, we will assess local population health needs, patient access and wait times and the capacity of health providers to serve the community. • We will build a culture of openness where we are encouraged to speak up and offer a forum for new ideas and generative thinking.
Seek efficiency while evaluating quality, time, cost parameters	<ul style="list-style-type: none"> • We will strive to build capacity whenever possible without sacrificing patient outcomes. • We are committed to using health care resources in a sustainable, effective, and efficient way that demonstrates quality and value to the community.

2.3 Values. The Team Members endorse the following values for the HOH-OHT:

- (a) The Values of the HOH-OHT have been recorded in the Relationship Charter of the HOH-OHT set out in s. 2.2 and also in this s. 2.3, created to demonstrate the intent

of the Team Members to work collaboratively to improve health outcomes for all Dufferin-Caledon residents and to reflect how we will work together to be successful. The Relationship Charter in s. 2.2 sets out jointly agreed-upon expectations, values and behaviours of the HOH-OHT and associated work group stakeholders; this is a living document and will be reviewed and updated as the partnerships evolve.

- (b) Collaboration and partnership are integral elements of the relationship, stakeholders are viewed as investors that can achieve improvements in the patient experience. The Relationship Charter is a visible statement of commitment to the goals and success of this collaboration.
- (c) Specifically, the benefits to establishing a Relationship Charter for the HOH-OHT and work groups include:
 - ✓ Improved **quality of care** for patients, based on agreed-upon mutual deliverables and expectations.
 - ✓ More effective **strategic alignment** to remove identified barriers and health gaps, resulting in a consistent quality of patient experience and outcomes.
 - ✓ Transparency of expectations.
 - ✓ Increased **understanding** of the environment in which each stakeholder operates.
 - ✓ Shared **proactive planning** of initiatives required to improve patient experience.
- (d) The four cornerstones of partnering in this Relationship Charter are:
 1. An Agreement on shared and **mutual objectives**.
 2. The adoption of a **collaborative**, ‘win-win’ approach to **problem solving**.
 3. Commitment to frequent, open and honest **communication**.
 4. A commitment to pursuing continuous, measured quality improvement.
- (e) The Team Members also agree that the HOH-OHT shall be operated to achieve the **Quadruple Aim** of:
 1. better patient and population health outcomes;
 2. better patient, family and caregiver experience;
 3. better provider experience; and,
 4. better value.

2.4 Commitments.

- (a) Commitments - Team Members are those organizations or individuals who have signed this Agreement. By signing this Agreement, Team Members have confirmed their commitment to:

- (i) The Shared Vision, Values and Guiding Principles set out above;
 - (ii) Work with each other to achieve the HOH-OHT's goals and work plans;
 - (iii) Work with each other towards opening communication channels with other potential team members, and towards the concept of representative Networks as set out below;
 - (iv) Adhere to the provisions of this Agreement with respect to information sharing, transparency, privacy and confidentiality set out in Article 6 below;
 - (v) Participate in the collaborative decision-making structures as provided in this Agreement including recognition of the Collaboration Council, as constituted, and acknowledgment of the decision-making processes set out in this Agreement for the HOH-OHT;
 - (vi) Support the work of the HOH-OHT by offering in-kind or other resources/supports which may, with appropriate consultation and agreement with Team Members, be determined by the Collaboration Council to be necessary in future; and
 - (vii) Give notices to the Collaboration Council and other Team Members as are required under this Agreement in respect of involuntary or voluntary integrations or other corporate restructurings.
- (b) The Team Members commit to consideration of forming into network groups of organizations or individuals with similarities in role or purpose as relates to the HOH-OHT, with the goals of appropriate communication with, and representation and involvement of, all stakeholders who are intended by the Ministry of Health to be involved in the HOH-OHT. Including and adding new Team Members is a goal of the HOH-OHT and they may become signatories of this Agreement at any time during its term.

2.5 Ontario Health Team. The HOH-OHT has been identified as an Ontario Health Team under formation under the *Connecting Care Act, 2019* effective December 6, 2019 and, as such, the HOH-OHT will be the recipient of interim funding from the Ministry of Health and/or Ontario Health which shall be received and managed by Headwaters Health Care Centre, under agreement with the Ministry of Health. The Team Members will contribute resources (e.g., funds, people, capital, and facilities) to the shared priorities and accountabilities of the HOH-OHT as determined by the team member. Contributions will reflect the different abilities and depth in resources and funding.

2.6 Disclosure, Minimizing Conflicts, and Transparency.

- (a) The Team Members shall engage in on-going communication and disclosure and shall provide information to each other and to the Collaboration Council and its subcommittees and working groups to achieve the benefits of this Agreement.

- (b) Each Team Member will try to eliminate, minimize, or mitigate any conflict between the HOH-OHT and its other contractual and service obligations and relationships outside of the HOH-OHT.
- (c) If a Team Member becomes aware of any fact or circumstance that may harm that or another Team Member's ability to perform its obligations under this Agreement or a Collaboration or Project Agreement, it will promptly notify the Collaboration Council and the other Team Members of the nature of the fact or circumstance and its anticipated impact so that the Team Members through the Collaboration Council may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

ARTICLE 3 – GOVERNANCE

3.1 Collaboration Council. The Team Members establish the Collaboration Council as the collaborative, strategic decision-making body of the HOH-OHT. The composition, mandate, and processes of the Collaboration Council are set out in Schedule 1. The Collaboration Council agreed the creation of an Anchor Council, a subset of the Collaboration Council, to provide direct oversight and facilitate decision making for the HOH OHT. The Collaboration Council Team Members recognize the need for smaller, more nimble subgroups who can work on a consensus basis to make needed operational decisions for the HOH-OHT and shall delegate specific tasks to subgroups which they will agree at the Collaboration Council to form. Where consensus cannot be reached, the Collaboration Council shall use the Collaboration Council Decision-Making Framework set out in Schedule 2, basing its choices on how to proceed on the use of the RACI approach, where required. The subcommittees and working groups which have already been set up will continue to operate and are responsible to the Collaboration Council to address specific issues and projects to accomplish the goals of the HOH-OHT; these groups will report up to the Collaboration Council, which will keep the HOH-OHT informed of its actions by way of minutes and reports.

3.2 Anchor Council. The Anchor Council is the operational decision-making body of the HOH-OHT. All actions and decisions made at the Anchor Council are in line with the strategy agreed by the Collaboration Council. Any new items of strategic importance must be brought to the Collaboration Council for careful and considerate engagement. Membership is composed of one member of the Collaboration Council from the following sectors: Community Services; Community Wellness Council Core (Patient/Family); Congregate Settings; Home and Community Care; Hospital; Primary Care; Allied Health. Members are selected by vote at the Collaboration Council. The composition, mandate, and processes of the Anchor Council are set out in Schedule 1

3.3 Patient/Client, Family, and Caregiver Involvement. The Hills of Headwaters Community Wellness Council (the "HOH-CWC") was established in 2019, and represents a collective of patients, clients, families, and caregivers. The HOH-CWC will provide advice directly to the Collaboration Council and will have representation on appropriate subcommittees and working groups. The HOH-CWC will elect two (2) of its members to serve as voting members of the Collaboration Council and to act as a liaison and ensure that the voice of those who seek or receive health care or related services from the HOH-OHT, or support those seeking or receiving health care or related services from the HOH-OHT, is represented at the Collaboration Council. A Patient

Declaration of Values for the HOH-OHT will be established by the Collaboration Council in consultation with the HOH-CWC.

3.4 Primary and Specialist Care Association. The Dufferin Caledon Physician Association (“DCPA”) was established in 2019, and represents Primary and Specialist Care Physicians of the HOH-OHT. The DCPA will provide advice directly to the Collaboration Council and will provide leadership on appropriate subcommittees and working groups. The goal will be to have one (1) member from the geographical area of Dufferin and one (1) member from the geographical area of Caledon, as soon as this is possible, and each will serve as a voting member of the Collaboration Council to act as a liaisons and ensure that the voices of primary and specialist care providers are represented at the Collaboration Council.

ARTICLE 4 – PROJECTS

4.1 Implementation. The Team Members, or delegated sub-groups, shall implement each Project as follows:

- (a) The Collaboration Council shall identify one or more initiatives, programs, and/or services as an opportunity for a Project.
- (b) The Collaboration Council, or delegated sub-groups, shall develop a plan for each Project and, in doing so, shall be guided by the shared vision, guiding principles, and commitments of this Agreement and the Project principles and requirements set out in Sections 4.2 and 4.3. Each plan shall set out relevant considerations, terms, and conditions for the specific Project.
- (c) Where appropriate, the Collaboration Council, or delegated sub-groups, shall develop a Project Agreement, consistent with the plan, setting out the details of each Project, including clear and transparent accountabilities. This Agreement governs each Project unless a Project Agreement provides otherwise.
- (d) Before approving and implementing a Project, each Team Member shall ensure that its participation complies with any applicable laws, industry and professional standards, and its own constating documents and policies.
- (e) The participating Team Members (and any other Participants) will approve and execute a Project Agreement in accordance with their own delegation of authority.
- (f) Each Team Member shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.
- (g) Each Team Member shall retain all of its books and records made solely in connection with a Project in accordance with its own record retention policies and shall make them open to examination and copying by the other Team Members during their respective retention periods. All documents related to each Project shall be accessible

to the other participating Team Members as required to enable them to meet their legislated reporting requirements.

4.2 Project Principles and Requirements. Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

- (a) scope of services to be provided by each Team Member (and other Participants if applicable), and their accountabilities and responsibilities;
- (b) specified strategic objectives and performance measures;
- (c) costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs;
- (d) human resource considerations;
- (e) reporting and audit compliance requirements;
- (f) third-party approvals;
- (g) intellectual property;
- (h) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;
- (i) dispute resolution provisions if Article 7 is not to apply;
- (j) term, termination, withdrawal, and expulsion from the Collaboration, and consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of the Collaboration; and
- (k) risk allocation including mitigation, liability, indemnification, and insurance requirements.

4.3 Costs and Financial Contributions. For each Project, costs and financial contributions will be consistent with the following principles:

- (a) allocation of costs are to be guided by principles of equitable allocation;
- (b) the direct cost of all shared positions (or termination of any shared positions) shall be allocated on a proportional basis, which may be based on time spent or respective budgets;
- (c) the Team Members will in good faith negotiate and agree to mid-year adjustments to reflect changes in the scope of services provided during the year; and
- (d) financial contributions and methodology of cost allocation will be reviewed annually.

ARTICLE 5 – INTEGRATION WITH OTHERS

5.1 Voluntary Integration with Others. If a Team Member is contemplating an integration with another entity that will have a significant impact on the vision and guiding principles of the HOH-OHT, then it shall notify the Collaboration Council and the other Team Members in writing at least 90 days before the completion of such integration. The notice shall describe:

- (a) name of the entity or entities;
- (b) terms of the proposed integration; and
- (c) assessment of the impact, if any, of the proposed integration on the HOH-OHT.

Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on the HOH-OHT and deliver a written report with recommendations to the Team Members. If any Team Member objects to the proposed integration, it shall deliver a notice advising the Collaboration Council of its objection within 21 days of receipt of the report and the matter will be submitted to the dispute resolution provisions of this Agreement.

5.2 Involuntary Integration. The Team Members recognize that the Minister of Health may order an integration involving one or more of the Team Members with one or more third parties. If this occurs, the Collaboration Council shall meet and develop a recommendation to the Team Members as to the impact of such integration on this Agreement, the HOH-OHT, and whether any amendments are required to this Agreement, a Project or a Project Agreement. The Team Members shall endeavour to continue this Agreement and each Project unless it is determined it is not feasible to do so where the essential benefits of this Agreement or a Project will not be realized by the HOH-OHT..

ARTICLE 6 – PRIVACY AND CONFIDENTIALITY

6.1 Privacy. For the purposes of the HOH-OHT:

- (a) The Team Members will share personal health information with one another for the purposes of providing health services, and coordinating its provision, in accordance with applicable laws.
- (b) Team Members will enter into a data sharing agreement in respect of sharing personal health information for all other purposes.

6.2 Confidentiality. Team Members shall not disclose any Confidential Information of another Team Member to a third party, except: (a) with written consent of the relevant Team Member; (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. Unless required by applicable privacy legislation or specified by the Collaboration Council or its subcommittees to be confidential and therefore not to be shared external to the Team

Members involved, information shared between Team Members or others involved in the Shared Purpose of the HOH-OHT is not considered confidential and may be shared by a Team Member without privacy obligation to any Team Member or parties external to the HOH-OHT.

6.3 Loss or Compromise of Confidentiality. If a Team Member discovers any loss or compromise of the Confidential Information of another Team Member, it will notify the Team Member promptly and cooperate with it to mitigate the loss or compromise. Upon request, each Team Member shall return or destroy (with certification to the relevant Team Member) all Confidential Information of the relevant Team Member that it is not required to retain by applicable laws or other requirement. However, each Team Member may, at its option, retain one copy of such Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement. Each Team Member may use the Confidential Information of another Team Member to exercise its rights and protect its interests under this Agreement and as required by applicable laws. For greater certainty, this provision applies to the Confidential Information of a Team Member. Any loss or compromise of personal health information shall be addressed in accordance with applicable laws and any data sharing agreement entered into between and/or among the Team Members.

6.4 Public Notices and Media Releases. All notices to third parties and all other publicity concerning this Agreement or the HOH-OHT shall be planned, co-ordinated, and approved by the Collaboration Council, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Collaboration Council, except where required to do so by applicable laws or governmental or public authority requirements. The spokespersons for the HOH-OHT shall be such member or members of the Collaboration Council as determined by the Collaboration Council from time to time.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Dispute Resolution. The Team Members shall use their best efforts to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Team Member’s interests, using the Relationship Resolution Process as further detailed in Schedule 2. The Collaboration Council will make decisions by consensus wherever possible. However, if a dispute arises, the Collaboration Council and other HOH-OHT Team Members shall follow the procedures set out below and in Schedule 2, acting in good faith:

- (a) The Team Members shall use their best efforts to resolve any disputes in a collaborative manner through informal discussion and resolution.
- (b) The Collaboration Council shall work to resolve the dispute in an amicable and constructive manner. If the Collaboration Council members have made reasonable efforts, and the dispute remains unresolved, the Collaboration Council shall escalate the dispute as set out in Schedule 2.
- (c) If a dispute cannot be resolved, as determined by any Team Member after following these procedures, a Team Member may withdraw from the applicable Project, Project Agreement, or this Agreement in accordance Article 8.

ARTICLE 8 – TERM, TERMINATION, WITHDRAWAL, AND EXPULSION

8.1 Term. This Agreement shall start on the date of this Agreement and shall continue until September 30, 2023 unless terminated in accordance with Section 8.2.

8.2 Termination of Agreement. The Team Members may only terminate this Agreement by mutual written agreement.

8.3 Withdrawal. A Team Member may withdraw from this Agreement by providing at least 90 days' notice to the other Team Members.

8.4 Expulsion. A Team Member may be expelled from the HOH-OHT, and thereby cease to be a party to this Agreement. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Agreement or a Project Agreement, no longer agrees to the vision of the HOH-OHT or is disruptive to the consensual governing process at Collaboration Council meetings. An expulsion may take place after following these procedures:

- (a) The Collaboration Council members, other than the member representing the Team Member at issue, must agree by at least a two-thirds majority vote that expulsion is advisable.
- (b) Following such agreement, the Collaboration Council members referred to in Section 8.4(a) shall, in writing, notify the Team Member at issue that it intends to recommend their expulsion to the other Team Members.
- (c) If reasonable in the circumstances, as determined by the Collaboration Council members referred to in Section 8.4(a), the Team Member may be provided with an opportunity to present and discuss their position and to rectify the issue(s) within a time period reasonably directed by such Collaboration Council members.
- (d) If it is not reasonable to allow for an opportunity for rectification or if rectification does not occur within the time period provided to the reasonable satisfaction of the other Collaboration Council members referred to in Section 8.4(a), such Collaboration Council members shall make a recommendation for expulsion to all of the other Team Members.
- (e) All of the Team Members, other than the Team Member at issue, shall consider the recommendation referred to in Section 8.4(d) and at least two-thirds of Team Members must, in writing through their authorized signatories, agree to the expulsion. Upon such written agreement, this Agreement shall be deemed amended to remove the expelled Team Member as a party.
- (f) Submission to the dispute resolution procedures under this Agreement may be used if the Collaboration Council agrees by at least a two-thirds majority vote that same shall be a pre-condition to further steps towards expulsion.

8.5 Withdrawals/Termination of Project Agreement. Unless a Project Agreement provides otherwise: (a) the parties to a Project Agreement may terminate the Project Agreement by mutual written agreement, provided that they give at least 90 days' notice to the Collaboration Council; and (b) a party to a Project Agreement may withdraw from the Project Agreement by giving at least 90 days' notice to the Collaboration Council and the other parties to the Project Agreement.

8.6 Consequences of Termination, Withdrawal or Expulsion.

- (a) A Team Member who withdraws or is expelled from this Agreement shall cease to be a party to this Agreement and shall cease to be a member of the HOH-OHT.
- (b) Termination of, or withdrawal or expulsion from, this Agreement shall not automatically constitute termination of, or withdrawal or expulsion from, any Project or Project Agreement.
- (c) Withdrawal from or termination of a Project or a Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project or Project Agreement, as the case may be.
- (d) A Team Member who withdraws or is expelled from this Agreement or withdraws from a Project or Project Agreement, as the case may be, shall remain accountable for its commitments and obligations, actions and omissions before the effective date of the withdrawal or expulsion and shall work with the Collaboration Council to develop strategies to reasonably fill any resource or service gaps left by the withdrawing or expelled Team Member.

ARTICLE 9 – GENERAL

9.1 Independent Contractors. The relationship between the Team Members under this Agreement is that of independent contractors. This Agreement is not intended to create a partnership, agency, or employment relationship between or among the Team Members. No Team Member shall have the power or authority to bind another Team Member or to assume or create any obligation or responsibility, expressed or implied, on another Team Members' behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Team Member. Each Team Member shall be responsible and liable for its own employees, agents, and subcontractors, unless otherwise agreed to in a Project Agreement.

9.2 Notices. Where in this Agreement a Team Member must give or make any notice or other communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the intended Team Member at the address set below its respective signature. Notice or communication shall be deemed received one Business Day after delivery or sending. The address of a Team Member may be changed by notice as provided in this Section. “**Business Day**” means any working day, Monday to Friday, excluding statutory holidays observed in Ontario.

9.3 Entire Agreement. With respect to its subject matter, this Agreement contains the entire understanding of the Team Members and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between and among the Team Members respecting the subject matter of this Agreement.

9.4 Amendment. Subject to Section 8.6(a), this Agreement may be amended only by mutual written agreement. 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 Team Members shall work cooperatively to amend this Agreement to accommodate the change. A Project Agreement may be amended in accordance with the provisions of the Project Agreement without necessitating an Agreement amendment.

9.5 Assignment. No Team Member may assign its rights or obligations under this Agreement without the prior written consent of the other Team Members. This Agreement enures to the benefit of and binds the Team Members and their respective successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 5.2, a Team Member may assign this Agreement without consent in the event of an integration order of the Minister of Health.

9.6 No Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Team Member entitled to grant the waiver.

9.7 Severability. Each provision of this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitutes one agreement. Delivery of an executed counterpart of this Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Agreement.

9.9 Governing Law. This Project Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

9.10 Survival. Those articles which by their nature should survive a Team Member's withdrawal or expulsion from or termination of this Agreement shall so survive.

The undersigned, as Team Members, have executed this Agreement.

Signatures on following page are collected in counterpart.