Interprofessional Primary Care Team (IPCT) Collaboration Agreement ("Agreement")

made effective as of the last date of signature below (the "**Effective Date**")

BETWEEN

Add Collaborator Name
(herein referred to as "Collaborator")

and

Add Lead Organization Name
(herein referred to as "Lead Organization")

1.0 PREAMBLE

WHEREAS the Primary Care Action Plan, intends to create new or expanded IPCTs in Ontario, to (a) promote attachment of people who do not have a regular family physician or nurse practitioner prioritized within identified Forward Sortation Areas (FSAs), including those on the Health Care Connect (HCC) waitlist; and (b) delivering on the primary care objectives as articulated in the *Primary Care Act, 2025* (the "Project");

AND WHEREAS further to the Project, the Lead Organization has been designated by Ontario Health (OH) to support the delivery of primary care services, with priority given to Add specific FSAs serviced by the **OHT name**;

AND WHEREAS the parties will carry out the project by expanding access to IPCTs through a "hub-and-affiliate" model between the Lead Organization and community primary care providers including the Collaborator;

NOW THEREFORE in consideration of the mutual terms, covenants and conditions contained in it and other good and valuable consideration promises (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

2.0 ROLE OF LEAD ORGANIZATION

2.1 The Lead Organization shall carry out its role as described in Schedule A (Project Description).

3.0 ROLE OF COLLABORATOR

3.1 The Collaborator shall carry out its role as described in Schedule A (Project Description).

4.0 NATURE OF THE RELATIONSHIP

4.1 The arrangement created hereunder does not and shall not, under any circumstances, constitute a partnership, employment agreement or joint venture between the parties nor does any fiduciary or agency relationship arise as a result of this Agreement. Each party is acting as an independent contractor and neither party may create any obligation, either express or implied, on behalf of the other except as expressly authorized by this Agreement.

5.0 IN KIND STAFFING

5.1 The Lead Organization agrees to provide the Collaborator with in-kind staff member(s) (the "LO Staff") to work within the Collaborator's practice on a regular schedule (whether full time, part time or short hour), as such LO Staff is further described for the Collaborator in Schedule A. For clarity, the LO Staff may include Lead Organization staff such as a nurse practitioner, physician assistant, social worker, medical secretary, etc.

5.2 An LO Staff is solely an employee of the Lead Organization. The Collaborator assumes no liability for employment matters, severance, benefits, labour costs, or future claims associated with the LO Staff.

5.3 No partnership, joint venture, or shared liability is created out of the LO Staff's provision of services at the Collaborator's practice.

5.4 The Lead Organization will ensure that where the LO Staff is a regulated health professional, the LO Staff maintains valid licensing in good standing with their applicable regulatory college at all times, including any professional liability insurance coverage therefrom. The Lead Organization will also confirm that the LO Staff is insured by the Healthcare Insurance Reciprocal of Canada (HIROC) when providing services under this Agreement.

5.5 The Lead Organization is accountable for oversight of the LO Staff, including employee training, union liaison, and human resources performance management, as detailed in Schedule A.

5.6 Any workplace or performance concerns related to the LO Staff will first be raised with the Collaborator to explore reasonable accommodations. Failing

resolution, the matter may then be escalated to the Lead Organization in its capacity as the employer.

6.0 PRIVACY, CONFIDENTIALITY & SECURITY OF PERSONAL HEALTH INFORMATION

6.1 The parties are each responsible for complying with any obligations applying respectively to them under all applicable federal and provincial data privacy laws including, without limitation, the *Personal Health Information Protection Act, 2004* (Ontario) ("PHIPA"). Each party shall have a breach management policy in place in accordance with provincial legislation, shall immediately advise the other of any known or suspected unauthorized access to a patient's personal health information by third parties in contravention of PHIPA, and shall co-operate fully with the other party in any investigation related thereto.

6.2 Collaborator acknowledges and agrees that (a) the Collaborator is a Health Information Custodians under PHIPA, and will abide by the obligations with respect to personal information and personal health information in its custody and control; and (b) the Lead Organization does not assume any of the obligations of the Collaborator under PHIPA or any other applicable laws, nor is Lead Organization an agent, service provider or data processor of the Collaborator, nor any similar role as defined in other applicable laws.

6.3 Confidentiality. Each party agrees to take and to cause its employees, officers and agents to take normal and reasonable precautions and exercise due care to maintain the confidentiality of all information provided to it by the other party and not to use such information other than in connection with or enforcement of this Agreement except to the extent that such information:

(i) is or becomes publicly available through no fault of the other party;
(ii) is already in the rightful possession of the other party prior to its receipt from the other party as evidenced by documentation;
(iii) is independently developed by the other party as evidenced by documentation;
(iv) is rightfully obtained by the other party from a third party having legitimate possession of the information disclosed and the right to make such disclosure;
(v) is disclosed with the written consent of the party whose information it is;
(vi) is disclosed by legal requirement, provided that the party being legally compelled to disclose the other party's confidential information provides the other party with reasonable notice of such requirement

(if possible) in order to allow the other party to object to or seek an appropriate order to prevent or limit such disclosure.

6.4 Obligations of confidentiality contained in this Article 6 shall survive the expiry or earlier termination of the Agreement for a period of five (5) years, and obligations with respect to privacy of personal health information ("PHI") shall survive indefinitely.

6.5 Network Access. A Party's personnel may be granted access (the "Accessing Party") to the other Party's information services network (the "Network Party"), which may include patient health information systems or databases within the Network Party's network (collectively and respectively a Network Party's "System") in furtherance of this Agreement, including the Quality Metrics and Reporting contemplated in Section 7.0.

a) General. The Accessing Party shall limit its access to only those components of the System reasonably necessary for the purpose of the Project, as defined in Schedule A, (the "Purpose") including limiting access to personal health information, as defined in Schedule C ("PHI") of a shared patient for whom the parties are each a Health Information Custodian ("HIC") of such patient's PHI ("Shared Patient"). Specifically, the Accessing Party's access to the Network Party's network shall be limited strictly to: (a) the reporting and quality metrics described in Article 8 and the OH Data Sharing Agreement;
(b) verification of new patient attachment for the Project; and (c) electronic medical record (EMR) roster analysis to identify patient needs for future program planning.

b) Limited Use. The Accessing Party shall only use the PHI of a Shared Patient for the purpose of providing or assisting in the provision of health care to the Shared Patient to whom the PHI relates, and shall not use PHI for research or other secondary purpose unless required or permitted by applicable laws.

c) Consent Directives. The Accessing Party shall comply with any consent directives relating to PHI it accesses in the System.

d) Limited Access. The Accessing Party shall not access, attempt to access, or permit its agents, contractors or any third parties to access the System for any purpose other than the Purpose, for any reason whatsoever, without the prior written consent of the Network Party. Except as provided in this Agreement, no personnel of the Accessing Party may provide or facilitate access to the Network Party's network or PHI records for any broader programmatic or organizational use. All such access must require prior

written approval from the Network Party.

e) Accuracy. Each Party shall take all reasonable steps to ensure that information in the System is as accurate, complete and up-to-date as necessary for the purpose of providing or assisting in the provision of health care.

f) Generally Accepted Industry Practices: With respect to access to the System for the Purpose, the Accessing Party will develop, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity of, and to prevent unauthorized access to, the System. The Accessing Party will document and keep these safeguards current. In all instances, in accessing the System, The Accessing Party will adopt and adhere to PHIPA and generally accepted industry practices regarding access to health information technology systems and infrastructure.

g) Accounts, User ID & Passwords – Use. The Accessing Party shall safeguard and maintain the secrecy of any user accounts, user ID(s) and password(s) that are provided to it by the Network Party to enable the Accessing Party to access the System, and the Accessing Party shall be responsible for all actions taken and access carried out under them. The Network Party reserves the right to monitor the Accessing Party's access to the System.

h) Accounts, User ID & Passwords – Limitation. The Accessing Party shall and shall ensure that its personnel use the Network Party's user accounts, user IDs and passwords only to access the System for the Purpose. Without limiting the generality of the foregoing, and unless as otherwise required and documented the Project description in Schedule A, the Accessing Party shall not and shall ensure that its personnel do not use Network Party user accounts, user IDs or passwords for communications, i.e. shall not use Network Party email addresses for communications.

i) Connectivity: The Accessing Party shall only connect to the System through the Network Party's approved methods of connection.

j) Specialized Training. The Accessing Party shall require all Accessing Party personnel who will be granted access to the System to successfully complete any available Network Party cyber security training prior to accessing the System. It is the responsibility of the Network Party to prescribe the training required.

k) Unauthorized Access: The Accessing Party shall promptly advise the Network Party of any known or suspected unauthorized access to the

System by the Accessing Party, including its employees, contractors or agents, or a third party, and shall co-operate fully with the Network Party in any investigation related thereto, including but not limited to providing the Network Party with copies of any requested documentation. If unauthorized access is suspected, the Accessing Party will also investigate and report all findings to the Network Party within ten (10) days. The Accessing Party will also use commercially reasonable efforts to report to the Network Party any material vulnerabilities in the System that the Accessing Party may encounter during the normal course of access for the Purpose.

l) System Limitations: The Accessing Party acknowledges and agrees that its access to the System is provided by the Network Party on an as-is, where-is basis, without representations, warranties, or covenants of any kind including without limitation fitness for any particular purpose. Without limiting the generality of the foregoing, the Network Party does not guarantee that the System will be error-free or continuously available, and the System may be subject to scheduled or unplanned downtime.

m) Denial of Access: An individual user's access to the System may be denied by the Network Party at any time in the Network Party's sole discretion, acting reasonably, and without prior notice to Accessing Party where notice is not reasonably practicable. The Accessing Party will be relieved of its obligations under this Agreement to the extent it is precluded from carrying them out due to denial of Network access by the Network Party.

n) Local Registration Authority: The Accessing Party shall designate an individual or group of up to three (3) individuals to act as the Accessing Party's local registration authority (LRA) who shall be responsible for managing the Accessing Party personnel's access to the System including: (a) verifying that Accessing Party personnel require access to the System for the Purpose before access is requested; and (b) notifying Network Party of Accessing Party staff changes, including terminations, impacting the need for access so that Network Party may immediately deactivate relevant account(s).

7.0 QUALITY METRICS AND REPORTING

7.1 The parties will measure the quality impact of the Project as follows:

a) The Collaborator will submit to the Lead Organization the de-identified patient identifier, patient chart creation date (using patient status active date or other agreed upon terminology), and postal code for each patient

involved in the Project. Collaborator will make such submissions weekly, by end of day Friday of each week, during the Term (defined in Section 10.1) or otherwise requested by the Lead.

b) The Collaborator will also submit to the Lead Organization a quarterly data pull of all data relating to the Project, for data cleaning purposes.

c) The Collaborator acknowledges and agrees that the Lead Organization as an Accessing Party under Article 7 may access and use Project data in the Collaborator's System for the purposes of accessing and using Project data for the purposes of quality metrics and reporting for the Project.

d) The Collaborator acknowledges and agrees that the Lead Organization will remit reporting data to Sunnybrook Health Sciences Centre (department of decision support) for Project quality review, data cleaning, and reporting purposes.

7.2 The parties agree to comply with the Ontario Health Data Sharing Agreement ("OH DSA") relating to the Project. Without limiting the generality of the foregoing, the parties shall cooperate as required to complete the reports mandated by OH in respect of the Project or related funding. For clarity, the Collaborator will abide by the OH DSA as though it was a party thereto, notwithstanding that it may not be a signing party to such agreement.

7.3 Without limiting the generality of the foregoing, the Collaborator shall submit attachment reporting for its site directly to OH, and the Collaborator shall submit its attachment reporting statistics to the Lead Organization prior to the Collaborator's submission to OH, so that the Lead Organization can perform quality and consistency reviews.

8.0 FINANCIAL ARRANGEMENTS

8.1 The Lead Organization will pay for its staff carrying out the Project as contemplated by Schedule A. The Lead Organization will also provide expense reimbursement to the Collaborator as may be applicable in accordance with Schedule B. Except as expressly set out in Schedule B, each party shall bear its own costs of implementing this Agreement, and there shall be no transfer of funds or expense reimbursement except with mutual written agreement of the parties.

8.2 Collaborator will invoice Lead Organization quarterly for any expense reimbursement permitted by this Agreement, within 30 calendar days of the

period's end. Lead Organization will reimburse approved expense invoices within 30 calendar days following receipt of Collaborator's invoice.

8.3 The parties acknowledge and agree that Project funding is provided to Lead Organization by OH on an annual basis, and Lead Organization may update Schedule B from time to time as funding, implementation and outcomes change, with any material changes being subject to notice to the Collaborator. Upon receiving notice of the foregoing, the Collaborator shall have the right, but not the obligation, to: (a) re-open negotiation of the minimum required attachment targets for it set out in Schedule A, with changes to these amounts to require mutual agreement of the parties, acting reasonably; or (b) to terminate this Agreement upon a notice period commensurate with the timeframe provided for the applicable change to Schedule B.

9.0 TERM AND TERMINATION

9.1 This Agreement shall come into force and take effect from the Effective Date and shall remain in effect for five (5) years unless earlier terminated in accordance with this Article 9. At least six (6) months prior to the expiry date, the parties agree to commence discussions regarding renewal of the Agreement, including any revised terms and conditions that may be necessary. The parties acknowledge and agree that at the time of executing the Agreement it is their intention for this Agreement to be continued, funding permitting; however, no party shall have any obligation to enter into any extension or other commitment beyond the Agreement term.

9.2 Termination for Convenience: Any party may terminate this Agreement for any reason, without cause, fault or liability, on no less than one hundred and eighty (180) days' prior written notice to the other party.

9.3 Termination for Default: Each party shall have the right to terminate this Agreement for an event of default by the other party, without prejudice to enforcement of any other legal right or remedy, immediately upon written notice to the party in default. Events of default include the following:

i. either party is in breach of any material term of this Agreement, and remains in breach after being given thirty (30) days' written notice by the other party to correct the breach; or

ii. either party becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, has a receiver

appointed, has its property seized or attached in satisfaction of a judgment, or acts with a view to winding up, dissolution or liquidation.

9.4 Termination for No Appropriation. In accordance with Section 9.3, Lead Organization may terminate this Agreement without liability if the provincial funding allocated for the Project is not received by Lead Organization. Lead Organization will provide notice of such termination as is reasonably possible in respect of the notice Lead Organization receives respecting the non-appropriation of Project funds.

9.5 In the event a party gives notice of termination in accordance with 9.2, 9.3(i) or 9.4, the parties agree to enter into good faith discussions during the applicable notice period, including involving senior personnel of each party as appropriate, to determine whether the parties can reasonably continue the Agreement. No party shall have any obligation to continue the Agreement by virtue of such discussions, and a party's continuation shall be in the sole discretion of such party.

9.6 Upon termination of this Agreement for any reason, patients registered to the Collaborator under this Agreement or relating to the Project shall continue to be registered patients of the Collaborator under the ordinary operation of business of the Collaborator. The Collaborator may, at its sole discretion, de-roster any Project-related patient upon termination of this Agreement.

10.0 SURVIVAL OF OBLIGATIONS

10.1 Terms and conditions relating to privacy, confidentiality, liability and indemnification shall survive the expiry or earlier termination of this Agreement.

11.0 NOTICE

11.1 Each party shall give notice to the other party of any change in policy, regulations or legislation, relating to their respective organizations that are likely to affect this Agreement.

11.2 Any notice, demand or other communication to be given or made under this Agreement (a "**Notice**") shall be in writing and shall be sufficiently given or made if (a) delivered in person (including by commercial courier) during a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below; (b) sent by

registered mail to the applicable address set forth below; or (c) sent by facsimile transmission which produces a paper record and with a copy sent by prepaid first class mail:

In the case of Collaborator at
Enter Collaborator Address

In the case of Lead Organization at
Enter Lead Organization Address

12.0 FORCE MAJEURE

12.1 No party shall be responsible for failure to perform its obligations under the terms of this Agreement resulting from matters beyond the reasonable control of such party, including but not limited to strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, pandemic or epidemic, severe weather conditions, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against. The parties shall work together through the parties' Representatives to deal with the force majeure event and obligations under this Agreement.

13.0 INDEMNIFICATION

13.1 Each party agrees to indemnify, hold harmless and defend the other party, and its directors, officers, employees and contractors, from any and all claims, liabilities, losses, injuries, harm, costs or expenses ("Claims") incurred as a result of the indemnifying party's (including its employees and administrative services of its credentialed physicians) negligence or willful misconduct. For greater certainty, the LO Staff shall be an employee of the Lead Organization and the Collaborator shall assume no liability for employment-related Claims for the LO Staff.

13.2 Except in respect of a third party claim, in no event shall either party, its affiliates or any of its respective directors, officers, employees, agents, subcontractors or clients, be liable for any claim for punitive, exemplary, aggravated, indirect, consequential or special damages, including damages for loss of profits or revenue, or failure to realize expected savings, howsoever derived.

13.3 The obligations of the parties under Sections 14.1 shall not apply to Claims associated with the clinical activity of the party's credentialed physicians, which shall be managed as described in Section 15.3 below.

14.0 INSURANCE

14.1 Each party shall maintain general comprehensive liability insurance and professional liability insurance covering its liabilities under this Agreement in the amount of at least two and a half million dollars ($2,500,000.00), naming the other party as an additional insured in respect of its performance in connection with this Agreement. The general liability policy shall include products and completed operations, and personal injury coverage. Each party shall provide evidence of insurance upon request. For clarity, a party's insurance shall cover its employees carrying out the Agreement irrespective of their work location, e.g. Lead Organization shall insure its employees carrying out the Project at Collaborator's location of business.

14.2 Each party agrees to notify the other party immediately upon the commencement of or threat of commencement of any claim, suit or action brought or that may be brought against either party, where the outcome of such claim, suit or action may affect the rights, obligations or liabilities of either party under this Agreement.

14.3 Each party represents and warrants that all physicians providing primary care services in connection with the Project shall maintain membership in good standing with the Canadian Medical Protective Association (CMPA). Physicians shall be responsible to submit claims associated with their clinical activity through CMPA.

15.0 ASSIGNMENT

15.1 The parties acknowledge and agree that this Agreement is not assignable without the express written consent of the other party and ensures to the benefit of and is binding upon the parties.

16.0 AMENDMENT

16.1 This Agreement may be amended by written agreement of the parties. Any amendments shall be consistent with the requirements of applicable laws.

17.0 APPLICABLE LAW

17.1 This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties attorn to the

exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

18.0 SEVERABILITY

18.1 If any part of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid, it will, be severed from the rest of this Agreement, which shall continue in full force and effect, so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to either party.

19.0 COUNTERPARTS

19.1 This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one document. Receipt of a facsimile version of an executed signature page by a party shall constitute satisfactory evidence of execution of this Agreement by such party

20.0 ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral between the Collaborator and the Lead Organization. There are no conditions, covenants, agreements, representations, warranties or other provisions, expressed or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement:

FOR COLLABORATOR
Enter Collaborator Organization Name

_____

Signature **Date**

Name:
Title:

FOR LEAD ORGANIZATION
Enter Lead Organization Name

_____

Signature **Date**

Name
Executive Director

Schedule A
Project Description

1. Lead Organization's Role (Enter Name)

a) Lead Organization Name will serve as a primary care hub site with support for up to three (3) primary care clinics.

b) Lead Organization Name will apply the OHT Name population health management method for adding interprofessional team supports to these local primary care providers to support additional patient attachment.

c) For further certainty, the Lead Organization will:

i. Identify program targets of extended service to agreed upon population focus (2025-2026 minimum target of new unique attached patients served: enter target number of patients;
ii. Share required data and reporting tracking of the Project overall with the Collaborator on a minimum of an annual basis;
iii. Create program planning and stakeholder engagement structure to support co-development as appropriate for program development;
iv. Collaborate with the Name the OHT about finding patients referred for attachment by Collaborator;
v. Offer amendments to this Agreement as the planning and programming evolves or as required;
vi. Offer a dedicated team of Project support to ensure joint accountabilities for the Project are met as per the Ontario Health funding agreement that the Lead Organization is accountable for respecting data support as described in the Agreement, and oversight of the Lead Organization employees stationed at the Collaborator sites, including employee training, union liaison, and human resources performance management in accordance with the Lead Organization's institutional policies;
vii. Support interprofessional and other care resource support (to be determined and as available funding allows which is subject to change from time to time)
viii. Provide agreed upon interprofessional in kind staffing to work within the Collaborator's practice on a regular schedule that all physicians can refer to within agreed upon prioritization and clinical pathways;
ix. Be responsible for performance management over LO Staff that provide support at the Collaborator's site, including compliance with this Agreement including Section 7.0, and any applicable escalation to the

Lead Organization management in accordance with the Lead Organization's institutional policies;

x. Confirm the working schedule of the LO Staff including approving of hours and time off in ADP;

xi. Provide laptop and email set up for LO Staff;

xii. Provide online training modules for LO Staff in accordance with Lead Organization's institutional policies, e.g. WHMIS, Harassment & Discrimination.

xiii. Be responsible for providing agreed upon the Lead Organization staffing costs and applicable expense reimbursement under Schedule B; and

xiv. Regularly meet with the Collaborator to discuss work plans, deliverables, expectations and timelines, including at monthly meetings.

d) Details of Staffing – modify as appropriate The Lead Organization will provide the collaborator with one full-time equivalent (1.0) Nurse Practitioner dedicated to Collaborator Organization Name. In addition, shared staffing resources consisting of one (1.0 FTE) Medical Secretary and one part-time (0.5 FTE) Social Worker will be made available to Collaborator Organization Name on a scheduled basis. The Lead Organization shall be responsible for coordinating the scheduling and allocation of these shared staff resources.

2. Collaborator's Role

(a) The Collaborator will:

i. Regularly participate at monthly meetings to ensure joint planning and execution of Project in alignment with funding agreements that Lead Organization is bound to;

ii. Offer increased access to comprehensive primary care to unattached and attached patients across the entire community and population as part of the spirit of this network model, as follows;

iii. Meet the April 1, 2025 to July 31, 2026 minimum target of enter minimum number of new unique attached patients served.
For clarity, the Parties acknowledge and agree that in the event the health human resources (LO Staff) are not made available as contemplated herein, the Parties will work collaboratively with Ontario Health, including to adjust the specified timelines and/or targets as reasonably required. Where such adjustments are not available, Collaborator's failure to meet its minimum attachment target for a given period shall entitle Lead Organization to terminate this Agreement for breach pursuant to Section 9.3 (i) of the Agreement, in Lead Organization's discretion, acting reasonably.

iv. Offer in kind (no reimbursement) clinical space for all interprofessional and network staff roles that are supporting this model;

v. Use expense reimbursement received under this Agreement only for the purpose of allowable costs as outlined in Schedule B;
vi. Complete required reporting and tracking of expenses as requested by Lead Organization and OH in accordance with the Agreement;
vii. Openly communicate feedback to Lead Organization regarding performance, service quality, partnership, governance or other issues;
viii. Participate in gathering of patient experience and other required evaluation measures as required by Sunnybrook and OH and agreed to mutually in order to demonstrate impact of funding and the partnered approach to population health care;
ix. Collaborate with the Lead Organization and the OHT Name about finding patients referred for attachment by the Collaborator, and the Collaborator maintains overall responsibility for promotion of patient attachment by the Collaborator.
x. Provide training to LO Staff on Collaborator's EMR and any other duties Collaborator may require from staff at its clinic such as clinic workflows;
xi. Facilitate access to Collaborator's EMR for LO Staff in collaboration with the Lead Organization and in accordance with this Agreement;
xii. Confirm working hours and provide breaks for LO Staff working at Collaborator's clinic in accordance with Lead Organization's policies and collective agreements applicable to the LO Staff;
xiii. Consent to LO Staff time off based on clinic operational needs and in accordance with Lead Organization policies and approvals for its employees.
xiv. Provide an operational orientation/site tour for LO Staff at Collaborator's clinic;
xv. Provide office/working space with phone for LO Staff at Collaborator's clinic;
xvi. Provide LO Staff with clinic keys/fob as reasonably required;
xvii. Provide an overview of clinic needs, day to day responsibilities, weekly/monthly priorities;
xviii. Provide an outline of scope for the LO Staff; e.g. where the LO Staff is a social worker: counselling and case management information, how to receive referrals; where the LO Staff is a medical secretary: administrative duties, height/weight/blood pressure measurement procedures including training; where the LO Staff is a nurse practitioner, whether they would be designated most responsible practitioner (MRP) for any Collaborator patients.

Schedule B
Budget

The Lead Organization will provide health human resource(s) ("HHR") to support the Collaborator's practice. Such HHR will be employed by the Lead Organization, and the Lead Organization will bear the salary and benefit costs thereof.

The Collaborator may submit Project-related expenses to the Lead Organization for reimbursement as follows:

One-Time Onboarding Support:
A maximum of $xxx CAD is available on a one-time basis in Year 1 to cover expenses reasonably required to onboard the Lead Organization's HHR at the Collaborator's place of business, including but not limited to costs associated with setup and integration. Eligible expenses must be incurred and submitted for reimbursement no later than February 28, 2026, and must be discussed and approved in advance by the Lead Organization.

Ongoing Annual Support:
Up to $xxx CAD per year is available on an ongoing annual basis to cover costs such as the annual license fee for the Lead Organization's HHR to access and use the Collaborator's electronic medical record (EMR), and other expenses reasonably required to maintain HHR presence and activity at the Collaborator's site. All such expenses must be discussed and approved in advance by the Lead Organization. Eligible expenses must be incurred and submitted for reimbursement no later than February 28 of each year.

Additional Project Expenses:
Other Project expenses may be reimbursed from time to time at the sole discretion of the Lead Organization, subject to prior written approval.
The Parties agree that honoraria under this Agreement shall be aligned with the name the OHT Honorarium Policy, attached hereto as Schedule C. Affiliates must submit all eligible honorarium and expense submissions to the Lead Organization for review and reimbursement hereunder.

Clinic Honorarium:
One physician from each affiliated clinic will be provided an honorarium in recognition of time dedicated to Project activities, as follows:

Project Period	Duration	Total Hours	Monthly Hours	Hourly Rate	Maximum
First 3 months	Months 1–3	45 hours total	15 hours per month	$165/hour	$7,425
Second 3 months	Months 4–6	24 hours total	8 hours per month	$165/hour	$3,960
Second half of year (6 months)	Months 7–12	18 hours total	3 hours per month	$165/hour	$2,970

Honorarium payments will be made based on submission of time summaries or other documentation as agreed upon with the Lead Organization. Please see attached Physician Honorarium Policy.

The Collaborator shall submit itemized receipts along with all requests for expense reimbursement to the Lead Organization at relevant name and contact details for processing. The Collaborator shall submit expenses by the end of February for the applicable fiscal year prior. For clarity, onboarding expenses must be submitted prior to February 28, 2026. All expenses reimbursable under the Agreement shall comply with the Broader Public Sector Expense Reimbursement Directive and shall be subject to the availability of Project funds in Lead Organization's discretion.

Future year funding is subject to change. The Lead Organization may add additional program parameters at any time due to Ontario Health or Ministry of Health altering the Project requirements and/or obligations on Lead Organization.

Schedule C

OHT name Honorarium & Expense Reimbursement Policy for Patient, Family, Caregiver Partners and Physician Partners
Revised Version Date: 2021/03/03

POLICY STATEMENT:

- The **OHT name** will reimburse its patient partners (sometimes referred to as clients, family, caregivers or service users) and physician partners who participate in **OHT name** work, by attending a meeting or meetings of a **OHT name** committee, working group, project or similar initiative (**OHT Meeting**), or by participating in other **OHT name** work at the request of the **OHT name** , whether virtually, in writing, or in person (OHT Meetings and other OHT work, together, being referred to as **OHT Work**), to ensure no patient partner is out-of-pocket for OHT Work performed, and to recognize the value of patient and physician partner work performed when attending OHT Meetings, all as approved by the Executive Leadership Team (**ELT**).

- Rates are determined by the ELT and are subject to change

- Honorarium and Expense Reimbursement may include:

    - Honorarium: patient and physician partners shall be remunerated for each OHT Meeting that the partner participates in. Attendance will be confirmed on an honor-system basis and self-reported by the patient / physician partner using the approved Expense Report Template which will be provided to the patient / physician partner by the Chair, ELT Sponsor, or other **OHT name** leader responsible for the OHT Meeting participated in by the patient / physician partner.

    - Cash Reimbursement: patient partners shall be reimbursed for their out-of-pocket expenses incurred in connection with OHT Work, which may include transportation costs, parking, mileage or other relevant expenses, using the approved Expense Report Template.

In-kind Reimbursement: certain expenses, such as respite for persons who would otherwise be in the care of the patient partner during the time the patient partner is participating in OHT Work, may be reimbursed "in kind" and are therefore not the subject of this Policy Statement.

PROCEDURE:

Expense reports must be completed and submitted to XXX at the email address below within 30 days of the close of the financial quarter. Any expense reports submitted beyond the deadline may not be processed without the explicit approval of the Chair, ELT Sponsor, or other OHT Name leader responsible for the OHT Work participated in by the patient / physician partner.

Covered Period	**Expense Report Submission Date**
April 1 – June 30	July 30
July 1 – Sept 30	Oct 30
Oct 1 – Dec 31	Jan 30
Jan 1 – March 31	March 31

Expense reports must be completed in full using the approved template.

For internal purposes, the signature of an authorized approver is required for payment processing. Signature approval may be obtained electronically by copying the authorized approver on the email submission of the Expense report. The email addresses of authorized approvers will be provided in the Expense Report Template.

All expense reports ***must*** include:

- Name of patient / physician partner
- Complete mailing address
- Phone number
- Date of expense report
- Description of expense claimed (including the date the expense was incurred)
- Total amount of expense claimed
- Copy of receipt

If receipts have been lost, or where, for amounts under $10, receipts are not available or possible (e.g. transit tokens etc.), please enter the information in the relevant section of the Expense Report. Please note lost or missing receipts are subject to sign off by the authorized approver.
Expense reports should be submitted to include email for expenses to be sent for processing.

Exclusions:
Meals and accommodation will not be approved unless there are special circumstances as approved by the Chair, ELT Sponsor, or other OHT Name leader responsible for the OHT Work participated in by the patient partner.