**TEMPLATE ONTARIO HEALTH TEAM**

**PROJECT AGREEMENT**

This **PROJECT AGREEMENT** is made as of , 202 .

**BETWEEN AND AMONG: *[Insert names of the Team Members and other Participants who are participating in the specific Project]***

(each a “**Party**” and collectively, the “**Parties**”)

**BACKGROUND:**

The ***XXX*** Ontario Health Team (“X-OHT”) has been ***[approved/designated]*** by the Minister of Health under the *Connecting Care Act, 2019* as an Ontario health team (“Ontario Health Team”), and the members of the X-OHT have entered into a Collaboration Agreement.

The shared objective of the members of the X-OHT is to provide a continuum of integrated and co-ordinated care and support services to the population served by the X-OHT with a view to achieving the Quadruple Aim: better health outcomes, better patient and family and caregiver experience, better provider experience, and better value.

The Collaboration Council has approved the Project in accordance with the provisions of the Collaboration Agreement.

The Parties wish to implement the Project as part of their shared vision in providing a continuum of integrated health services to the persons to whom they provide care and services in accordance with the terms and conditions set out in this Project Agreement.

**FOR VALUE RECEIVED**, the Parties agree as follows:

#  – INTERPRETATION

## Definitions.

 In this Project Agreement:

### “**Collaboration Agreement**” ***[may refer to the Collaboration Agreement or Decision-Making Framework, depending on the template used]*** means the agreement entered into by the Team Members governing how they will work together for the purposes of the X-OHT.

### “**Collaboration Council**” means the governing body of the X-OHT established under the Collaboration Agreement.

### “**X-OHT**” means the Ontario Health Team ***[approved/designated]*** by the Minister of Health under the *Connecting Care Act, 2019,* comprised of the Team Members. ***[May need modification if the OHT is not yet approved/designated]***

### “**Participants**” means ***[List the non-Team Members (if any) that are participating in this Project; if the Project Agreement is only among Team Members this definition can be removed]***.

### “**Project**” means the project described in Section 2.1.

### “**Project Agreement**” means this project agreement, including all schedules to this project agreement, as amended from time to time.

### “**Team Members**” means those organizations that are Parties to this Agreement and that have entered into the Collaboration Agreement or otherwise have been admitted as members of the X-OHT, namely ***[List Parties who are Team Members]***.

### ***[Insert other definitions that are required for this Project Agreement in alphabetical order]***.

## Schedules.

 The following attached schedules form part of this Project Agreement:

|  |  |
| --- | --- |
| Schedule 1.3 | Shared Vision, Values, and Guiding Principles |
| Schedule 2.1 | Project |
| Schedule 2.3 | Costs and Financial Contributions |
| Schedule 4.1 | Dispute Resolution |
| Schedule 5.2 | Indemnification Requirements |
| Schedule 6.1 | Insurance Requirements |

## Shared Vision, Values, and Guiding Principles.

 Each Team Member confirms that it has adopted the shared vision, values, and guiding principles set out in Schedule 1.3. Each Participant adopts the shared vision, values, and guiding principles set out in Schedule 1.3. ***[This section is included only if there are Participants on this Project that are not Team Members.]***

#  – PROJECT

## Project Description and Objectives.

* 1. The Parties agree to undertake the Project as described in Schedule 2.1. The objectives of the Project are ***[Insert objectives of Project aligned with objectives of OHT and Quadruple Aim.]***

## Performance Obligations.

 Each Party represents, warrants, and covenants that it shall fulfill its own performance obligations as described in Schedule 2.1. ***[Consider if other representations and warranties should be added; e.g. comply with applicable laws, have all skills, qualifications, experience, and expertise necessary to perform own obligations, faithfully and diligently fulfil obligations, use qualified staff, ensure appropriate supervision, etc.]***

## Procurement. *[Consideration will need to be given to procurement and conflicts of interest. Team Members should be guided by their current policies but may, over time, wish to ensure that a common set of principles and processes is adopted by team members by way of policies adopted by the OHT Collaboration Council pursuant to its Terms of Reference. Conflict of interest policies could address issues such as personal interests and relationships but should clarify that the interest of each of the Team Members in the implementation of Projects is not, in and of itself, disqualifying.]*

## Costs, Financial and Resource Contributions.

 The Parties agree that the costs associated with the Project shall be funded, and resources shall be provided, in accordance with Schedule 2.4.

## Reporting and Audit Compliance.

 Each Party 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 Parties during their respective retention periods. All documents related to each Project shall be made accessible to the other Parties as required to enable them to meet their legislated reporting requirements. ***[Insert additional details on reporting and audit compliance requirements as appropriate for the Project. If funding is provided through the OHT Fund Manager then insert provisions on reporting and accountability to OHT Collaboration Council.]***

## Employment and Professional Staff Matters.

 ***[Insert details on human resource considerations.]***.

## Third Party Approvals.

 ***[Insert details on any required third-party approvals for the Project.]***.

## Intellectual Property.

 ***[Insert details on IP matters, if applicable.]***.

## Privacy and Confidentiality.

 ***[Insert details on privacy considerations; if there are Participants (other than the Team Members), reiterate Confidentiality provisions from the Collaboration Agreement.]***

## Annual Review and Evaluation.

 ***[Insert details on an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes.]***.

## Performance Measurement and Information Sharing. The Parties acknowledge that this Project Agreement is entered into in furtherance of the objectives of the X-OHT and the Ministry of Health to achieve a continuum of integrated and co-ordinated care and support services to the population served by the X-OHT. The Parties will collect and share data with each other and with the Collaboration Council to enable the evaluation of the Project *[on an aggregated and anonymized basis]*. *[Insert any requirements regarding data to be collected and shared; note that a data sharing agreement may be in place among Team Members to enable this or one may be required if there are Participants who are not Team Members.]*

## Public Notices and Media Releases.

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

#  – TERM AND TERMINATION

## Term.

 This Project Agreement shall start on the date of this Project Agreement (or such later date described in Schedule 2.1) and shall continue indefinitely, unless terminated in accordance with the provisions of this Project Agreement. ***[Amend if this is a limited term Project.]***

## Termination.

 The Parties may terminate this Project Agreement by mutual written agreement, provided that they give at least ***[90 days’ notice]*** to the Collaboration Council. ***[Consider notice period; include only if there are Participants or if notice is other than as specified in Collaboration Agreement.]***

## Withdrawal.

 A Party may withdraw from this Project Agreement by giving at least ***[90 days’ notice]*** to the Collaboration Council and the other Parties to this Project Agreement. ***[Consider notice required for termination; include first sentence only if there are Participants or if notice is to be other than as specified in the Collaboration Agreement.]*** A Party may withdraw from this Project Agreement at any time if the Parties fail to resolve an issue or dispute after following the dispute resolution procedures set out in this Project Agreement by providing at least 90 days’ notice to the other Parties.

## Default.

 Any Party may provide notice of default to another Party and to the Collaboration Council if another Party fails to fulfil its performance obligations under this Agreement in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, the Party in default shall work diligently and in good faith to cure or remedy the default in a prompt manner. Any Party may refer an alleged default to the dispute resolution procedures set out in this Project Agreement.

## Expulsion.

 ***[Consider if you wish to add provisions concerning expulsion from this Project Agreement.]***

## Consequences of Termination, Withdrawal, or Expulsion.

##  A Party that withdraws *[or is expelled]* from this Project Agreement shall cease to be a Party to this Project Agreement, and shall remain accountable for its actions and omissions before the effective date of the termination, withdrawal *[, or expulsion]* and shall work with the Collaboration Council to develop strategies to reasonably fill any resource or service gaps left by the termination, withdrawal *[, or expulsion]*. *[Consider if other provisions specific to the Project should be added, including details on process for return of management functions, clinical and support services, and asset distribution on termination of the Project.]*

#  – DISPUTE RESOLUTION

## Dispute Resolution.

 The dispute resolution provisions set out in Schedule 4.1 shall apply.

#  – LIABILITY AND INDEMNIFICATION

## Liability in the Context of the Project.

 The Parties acknowledge that they are applying their collaborative effort and resources to achieve the shared objectives of the Project and that it is not in the Parties’ interests for the Parties to seek damages from each other in connection with the Project.

## Indemnification.

 Despite Section 5.1, the indemnification provisions set out in Schedule 5.2 shall apply.

#  – INSURANCE

## Insurance.

 Each Party shall maintain, at its own expense, all the necessary and appropriate insurance that a prudent person in the business of the Party would maintain, including comprehensive general liability insurance and professional liability insurance in the amounts set out in Schedule 6.1. Such insurance shall cover losses arising from property damage and personal injury (including death), whether directly or indirectly, out of the operations of the Party, including coverage for errors and omissions of the Party’s personnel, contractual liability, and products and completed operations. The insurance policies shall: name the other Parties as additional insureds but only in respect of this Project Agreement; contain cross liability endorsements; and contain a 30-day prior written notice of cancellation or termination of, or material change to, the policies. The minimum amount of insurance coverage required under this Project Agreement shall not be construed to create a limit of any Party’s liability under this Project Agreement. ***[NTD: This will need to be reviewed in each case. Different Parties may be required to carry different levels of insurance depending on their involvement/activities. Consider if cyber insurance coverage is appropriate. Consider whether to include provisions governing which insurance policy will respond to which type of incident (given that all parties will be covered under each Party’s policy). A common insurance policy may be more efficient.]***

## Term of Coverage.

 Each Party shall maintain such insurance for as long as it continues to owe obligations under this Project Agreement. For greater clarity, each Party shall maintain insurance in respect of those obligations that survive the termination of this Project Agreement or the Party’s withdrawal ***[or expulsion]*** from this Project Agreement even after the Party has ceased to be a Party to the Project Agreement.

## Certificates of Insurance.

 Upon execution of this Project Agreement and upon reasonable request thereafter by the Collaboration Council or a Party, each Party shall provide to the Collaboration Council or requesting Party a certificate of insurance confirming that its insurance coverage meets the requirements of this Project Agreement.

#  – ADDITIONAL TERMS AND CONDITIONS

## Additional Terms and Conditions.

 The following additional terms and conditions apply to this Project Agreement: ***[Insert any additional terms and conditions that are applicable to the Project.]***.

## Independent Contractors.

##  The relationship between the Parties under this Project Agreement is that of independent contractors. This Project Agreement is not intended to create a partnership, agency, or employment relationship between or among the Parties. No Party shall have the power or authority to bind another Party or to assume or create any obligation or responsibility, expressed or implied, on another Party’s behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Party. Each Party shall be responsible and liable for its own employees, agents, and subcontractors, unless otherwise agreed to in this Project Agreement. *[This may need review and revision based on the Project.]*

## Notices.

 Where in this Project Agreement a Party 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 Party at the address set out on the signature pages of this Project Agreement. Notice or communication shall be deemed received one Business Day after delivery or sending. The address of a Party 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.

## Entire Agreement.

 This Project Agreement contains the entire understanding of the Parties and supersedes all previous understandings, and agreements, written or oral, between and among the Parties respecting the Project. For greater certainty, the Collaboration Agreement also applies between and among the Team Members.

## Amendment.

 This Project 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 Project Agreement, the Parties shall work cooperatively to amend this Project Agreement to accommodate the change.

## Assignment.

 No Party may assign its rights or obligations under this Project Agreement without the prior written consent of the other Parties*.* This Project Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, a Party may assign this Project Agreement without consent in the event of an integration order directed to the Party by the Minister of Health.

## No Waiver.

 No waiver of any provision of this Project Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver.

## Severability.

 Each provision of this Project 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.

## Further Assurances.

 Each Party agrees that upon the written request of any other Party ***[or of the Collaboration Council]***it will do such acts and execute such further documents as may be necessary or desirable to effect the purposes of this Project Agreement.

## Counterparts.

 This Project 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 constitute one agreement. Delivery of an executed counterpart of this Project Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Project Agreement.

## Survival.

 The following survive a Party’s withdrawal ***[or expulsion]*** from, or expiry or termination of, this Project Agreement: Sections ***[Review upon completion of draft.]***

## 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.

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

The Parties have executed this Project Agreement. ***[Insert signature lines for each Team Member and Participant; include addresses for notice purposes.]***

Schedule 1.3
Shared Vision, Values, and Guiding Principles

***[Include only if there are Participants on this Project as the Team Members have already agreed to these in the Collaboration Agreement.]***

Schedule 2.1
Project

***[Insert specific terms related to the Project in the Schedule; this should cover: (a) scope of services to be provided by each Party, and their accountabilities and responsibilities; (b) specified strategic objectives and performance measures.]***

Schedule 2.4
Costs and Financial Contributions

***[Insert provisions with respect to costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs, cost sharing, capital contribution or resource contribution.]***

Schedule 4.1
Dispute Resolution

***[Insert provisions.]***

Schedule 5.2
Indemnification Requirements

If a Party suffers a loss as a result of the actions or omissions of another Party (the “**Defaulting Party**”) (including the Defaulting Party’s negligence, wilful misconduct, or failure to perform its obligations under this Agreement in accordance with the terms and conditions of this Agreement), then the Defaulting Party shall indemnify and hold harmless the Party (and its directors, officers, employees, and agents) suffering the loss, except to the extent that the loss is caused by the breach of any representation, warranty, covenant, wilful misconduct, negligence, or other non-performance of this Project Agreement by the Party that suffered the loss. ***[Consider adding that no claim for indemnity will be made if loss is covered by insurance but this might depend on the manner in which the Parties are insured.]***

Schedule 6.1
Insurance Requirements

***[NTD: Different Parties may be required to carry different levels of insurance depending on their involvement/activities. This will need to be reviewed in each case. Consider if cyber insurance coverage is appropriate.]***.

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