Terms of Reference for South Georgian Bay Provider Care Network

Purpose:

- Serve as an essential coming together of all South Georgian Bay regulated healthcare providers, including, but not limited to physicians, dentists, nurse practitioners, midwives, optometrists, pharmacists, physiotherapists, chiropractors with the following goals:
    - build professional relationships between regulated healthcare providers,
    - streamline effective communication between providers,
    - collectively advocate for the best resource allocation and service delivery for South Georgian Bay residents
    - identify and respond to gaps in service by seeking out opportunities to collaborate to support providers and patient care locally.

- Ensures that all service providers have an effective and direct voice in the evolution and vision of healthcare in South Georgian Bay.

- Serves to provide a safe and open discussion venue that is inspiring and fosters our shared goal of providing the best possible services to patients and clients.

- Serves as an advisory group to strengthen collaborative relationships between providers and increase awareness between different healthcare professions.

Key Responsibilities:

- Create knowledge transfer and exchange opportunities amongst the clinical providers of South Georgian Bay.

- Inform key priorities to improve both provider experience and the delivery of care to patients and clients in South Georgian Bay.

- To inform the activities and priorities of the SGB OHT to meet the local needs of the community and ensure a co-designed approach to the delivery of healthcare services.

- Support clinical leadership on each of the SGB OHT Action Teams.

THIS NETWORK AGREEMENT made as of the 12 day of April, 2023.

BETWEEN: Members of the South Georgian Bay Provider Care Network

(collectively referred to as the "Providers")

WHEREAS the Providers desire to constitute a group arrangement as an unincorporated network (the "Network") in order for purposes including but not limited to selecting representative

providers for the Network Governance Committee (PCNGC); selecting representatives for the broader individual OHT Executive Collaboration Council and Action Teams; discussing regional clinical and policy matters regarding provider participation with respect to OHTs and more generally; and providing a forum for providers to speak with one voice within the **South Georgian Bay OHT**;

AND WHEREAS the parties have entered into or are considering entering into participation agreements with other OHT partners in the South Georgian Bay region;

AND WHEREAS in constituting the Network, the individual Providers desire to set out certain administrative procedures and covenants which are fundamental to the operation of the Network;

AND WHEREAS the Providers agree to conduct their affairs in a manner that promotes participation, collegiality, democracy, legitimacy, transparency and cooperation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements contained herein, the Providers covenant and agree with each other as follows:

ARTICLE 1. INTERPRETATION

1.01 Definitions

"OHT" means Ontario Health Team

"PCN" means Provider Care Network

1.02 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario.

1.03 Gender

The use of the term they shall be used to refer to all genders.

1.05 Meetings and Quorum

Unless otherwise stated herein the quorum to transact business at Network meetings shall be 50% plus one Providers. Proxy voting is permitted by using the proxy form in Schedule "B" or such other form as the Providers may decide. Electronic voting is permitted if the Providers so decide.

ARTICLE 2. ESTABLISHMENT OF THE NETWORK

2.01 Purpose of the Network

The Network is established to create a representative body for providers within the **South Georgian Bay OHT and** may also include collaborations with other Networks across the **Central** region of Ontario.

2.02 Name

The name and style of the Network shall be the "**South Georgian Bay Provider Care Network**" ("SGB PCN") or such other name as the Providers may from time to time agree upon. The Network is constituted for administrative purposes only and is not intended to create formal partnership or any similar form of undertaking.

2.03 Term

The Network shall continue until dissolved by a unanimous resolution and shall include any person who has affixed his signature opposite his name on the signing pages hereto, but does not include those persons who may, from time to time, cease to be members of the Network. The admission or withdrawal of a Provider shall not cause the dissolution of the Network.

2.04 Group Activities

The Providers agree that the business of the Network will be carried out based on the attributes of collegiality, cooperation, democracy, legitimacy, participation and transparency.

SGB OHT Shared Purpose:
We strive to be the healthiest community in Canada. We, as a community, will co-design an innovative and equitable system that anticipates, meets, and exceeds the needs of all our people.

SGB OHT Strategic Priorities:

1. Chronic Disease Management
2. System Navigation
3. Adaptive Leadership
4. Partner Engagement

SGB OHT Guiding Principles:

- Dedicated to a culture of kindness
- Committed to what is best for the community and empowering our community to reach their full potential while considering local, regional and provincial direction
- Willing to change despite discomfort and will approach change with courage and curiosity. We will explore, ask questions, reach out, and challenge assumptions and biases. We will be nimble together
- Committed to share information, communicate broadly, and listen to the needs of our community
- Empowered by our community and believe in the value of co-design, engagement and collaboration in everything we do
- Committed to inclusivity, accessibility, and acting without judgement to ensure that everyone, including equity deserving populations, has an equitable voice

- Evidence informed in our decision making
- Innovative in how we reach our goals by leveraging technology creative solutions to support all populations and each other
- Committed to consensus-based decision making and shared accountability

2.05 Meetings

The Providers shall meet as required to elect members to select a Governance Committee for this Network and to vote on proposed amendments to this Agreement and on other issues as shall arise from time to time. Notice of meetings shall be given by the Provider Care Network Lead at least 10 days in advance of the meeting to include an agenda.

ARTICLE 3. MANAGEMENT OF NETWORK

3.01 Provider Care Network Lead

a. The Provider Care Network Lead shall act as the lead for a 2-year term. The Lead is responsible for the management of the Network, subject to the direction of the Providers. Activities may include scheduling meetings, preparing agendas, taking minutes, and coordinating elections. The Provider Care Network Lead will be supported by the SGB OHT staff to perform these responsibilities.

b. The Provider Care Network Lead must be a regulated healthcare provider elected by the Group for an indefinite term or their representative or agent.

c. The Provider Care Network Lead's duties and responsibilities may be described in a written position description approved by the PCNGC and will also include such tasks as are assigned by the PCNGC from time to time.

d. The PCNGC will decide on the process by which the Provider Care Network Lead may be removed from office.

e. The Provider Care Network Lead may receive an additional stipend as determined by SGB OHT Collaboration Council, pending approval from Ontario Health.

3.02 Local Assignment

a. Each Provider shall represent a local group or clinical profession based on practice location and OHT catchment area.

b. Providers shall only vote for representatives to the broader OHT within their own catchment area.

3.03 Meetings of the Network

a. Each Provider shall have an equal interest in the Network and shall be entitled to one vote

on Amendments and with respect to Elections as set out in sections 3.04 and 3.05 respectively.

b. The PCN shall conduct regular meetings as determined by the Network. In addition, any Provider may requisition a PCN meeting upon not less than fifteen days prior written notice to each of the other Providers. Any such notice shall specify the date and place of such requisitioned meeting and shall include an agenda.

c. The Provider Care Network Lead shall keep minutes of all meetings and send notices as required with the support of the SGB OHT staff.

3.04 Amendments

a. Decisions on amendments to this Agreement shall be voted on at a meeting or e lectronically.

b. The SGBPCN will approve any amendments only after approval by two-thirds of Participating Providers who cast their ballot at a duly organized vote or meeting. Participating Providers will receive at least fifteen days' notice of any meeting at which such vote will be taken.

3.05 Elections

a. Providers from the PCN will have the opportunity to sit as a member of the Network Governance Committee by email to the SGB OHT staff.
    i. The candidates will be self-selected
    ii. The candidates will represent the various clinical professions within the SGB OHT. The PCNGC will strive to have equal representation of clinicians across South Georgian Bay
    iii. The candidates shall actively be providing clinical services in South Georgian Bay and be in good standing with their regulatory colleague as applicable.

b. Should there be a high number of candidates interested, the SGB OHT PCN will hold an election and the candidate with the majority of votes in each category shall be the successful candidate.

4.0 Meetings of the Provider Care Network Governance Committee

a. The PCNGC shall meet quarterly or as decided by the Chair with ten days' notice.

b. Quorum for meetings of the PCNGC shall be 50%+ 1 of the PCNGC present in person or via virtual or teleconferencing tools.

c. Voting shall be by consensus. If this cannot be achieved, a secret ballot shall be called

requiring a 50%+1 majority.

d. The Provider Care Network Governance Commitee members may receive a stipend as determined by SGB OHT Collaboration Council, pending approval from Ontario Health.

4.01 Selecting members to represent the SGB PCN on the SGB OHT Collaboration Executive Committee

a. The PCNGC shall be responsible for selecting one provider from amongst themselves to represent the PCN on the broader SGB OHT Collaboration Council.

b. Any PCNGC representative can submit their name for consideration.

c. The PCNGC may choose to select the representatives by vote as per 4.0 (c) above.

d. If there are insufficient members of PCNGC to fill the spots on the broader OHT Collaboration Council, the PCNGC may call an election from the broader Network membership based on regional representation.

e. The rules and process for the above-mentioned election at (e) shall be determined by the PCNGC, with notice provided to the Network membership of at least 30 days.

5.0 Indemnification

It is acknowledged and agreed by each of the Providers that this document is intended to be a shared decision-making Agreement only and not in any way is it intended to establish or create a partnership. Nonetheless, there may be joint liabilities incurred for which each individual Provider could be exposed or responsible for an obligation of another Provider. In the event that their respective obligations and liabilities pertaining to the Network are several as to their respective interest, each Provider shall indemnify and save harmless the other Providers (the "Indemnified Parties") from any and all claims, losses or liability whatsoever in excess of the Indemnified Parties' pro-rata share. Any Provider whose negligence or wilful misconduct has given rise to such claims, losses or liability shall not be entitled to the benefit of the protections provided in this paragraph.

6.0 Entire Agreement

This Agreement constitutes the entire agreement between the Providers and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the parties. There are no oral representations or warranties among the Providers of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by all Providers.

7.0 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, successors, estates and assigns.

8.0 Severability

In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision(s) shall be deemed not to have been written and shall not affect the validity or enforceability of any other provisions of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

Signed, sealed and delivered

Appendix A

SOUTH GEORGIAN BAY PROVIDER CARE NETWORK Subscription Declaration

TO: **All Associates**
(hereinafter referred to as the "Network")

AND TO: All current members of the Network
(hereinafter referred to as the "Associate Providers")

IN CONSIDERATION of the Network agreeing to allow me to become a member of the Network, and for other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby declare and agree as follows:

1. I have been provided with a copy of the South Georgian Bay Providers Network Agreement ("Agreement") dated April 12, 2023. I have read the Agreement, understand it, and have had the opportunity to obtain independent legal advice with respect to thereto.

2. I hereby agree to be a party to the Agreement.

3. If I decide to withdraw from the Network, I shall provide the Network and the Associate Providers with at least two weeks' notice.

_____

_____
Print your name

(Note: To be signed personally or on behalf of a medicine professional corporation. If signed on behalf of a corporation then the words "I have authority to bind the corporation" must appear)

Appendix B

Proxy

The undersigned Provider hereby appoints _____as proxy for the undersigned to attend, vote and act for and on behalf of the undersigned at the meeting of the Group to be held on the _____day of _____, 202__, and at any adjournment or

adjournments thereof with full discretion to vote this proxy according to the best judgement of the person voting this proxy at the Meeting.

If any amendments to or variations of matters identified in the Notice of Meeting are proposed at the meeting or if any other matters properly come before the meeting, this proxy confers discretionary authority to vote on such amendments or variations of such other matters according to the best judgement of the person voting this proxy at the meeting.

DATED this _____ day of _____, 202__.

_____
Provider

_____
Print your name

NOTE: This proxy must be dated, signed by the Provider, must appoint another Provider as proxy and must state the Provider's name giving the proxy printed in block capitals.

This proxy may be modified to provide specific instructions concerning votes on particular matters to arise at the meeting. In such events, boxes should be provided designated "For", "Against" or "Abstain from Voting" beside a brief description of the matter.

Where the proxy is given on behalf of a Provider that is a medicine professional corporation, the signatory should include the following: "I have authority to bind the corporation."