

September 17, 2015

**Memorandum of Understanding (MOU)
Between
London Health Sciences Centre (LHSC)
and Partner organizations as listed in Schedule 1**

1.0 Preamble

This MOU is designed to serve as a framework to inform and guide the on-going working relationship between the South Western Ontario Maternal, Newborn, Child and Youth Network (hereafter referred to as the “Network”) sponsored by London Health Sciences Centre and partner hospitals, Community Care Access Centres and Public Health units (hereafter referred to as the “Partners”).

All parties have agreed to enter in the Agreement for the purpose of defining their roles and responsibilities, including financial, in the formation and operation of the Network.

2.0 Purpose

The purpose of the Network is to enable the consistent delivery of safe, quality maternal, newborn, child and youth care in South Western Ontario. A Maternal, Newborn, Child and Youth Network is seen as adding significant value through its ability to:

- Provide better health outcomes through systematic improvements in health promotion, illness and injury prevention, acute and follow-up care and patient safety.
- Provide better operational management through improved asset management within the organization and across the region resulting in greater return on investment.
- Provide better systems integration through improved communication, program planning, and support resulting in greater coordination across the region.
- Enhance learning and growth by promoting and advocating for a consistent standard of care throughout the region.

3.0 Guiding Principles

This agreement is based on the following guiding principles:

- There will be open and honest communication among the parties to this MOU.
- The Network may operate as a decentralized model of service delivery. That is, there may be offices and staff located in designated communities across the Southwest region¹.
- The parties will work together to develop and support the implementation of the Network and work to ensure the on-going sustainability development and delivery of services through the Southwest region¹.

¹ Region consists of the territory including LHIN 1 and 2, North Wellington Healthcare Corp. (Palmerston & District Hospital, Palmerston ON and Louise Marshall Hospital, Mt. Forest ON)

- The parties will work together to develop collaborative working relationships with other Maternal, Newborn, Child and Youth Networks in Ontario, Provincial Council for Maternal, Newborn, Child and Youth Health, the South West and Erie St. Clair LHINs and the Ontario Ministry of Health.
- Partner organizations will participate in setting and achieving network-endorsed standards and mandates as directed by the Regional Steering Committee.
- The Network will assist the LHINS and Ministry of Health and Long Term Care in meeting their Maternal, Newborn, Child and Youth health mandates.

4.0 Role of the London Health Sciences Centre

- As the sponsoring organization, LHSC assumes responsibility for the operation, management and governance of the Network to the extent that funding is made available for those activities.
- The legal and financial accountability for funds provided by the member partners and designated for use by the Network will be managed by LHSC. LHSC in this role will also provide, as required, administrative support to the program (e.g., purchasing, accounting, personnel services) on an in-kind basis. Funding for the Network Regional Leader and any other staff mandated to carry out Network activities will be provided by Partner Organizations as set out in the budget to this MOU. The policies and procedures to be followed by the Network will comply with the policies and procedures of LHSC, except as otherwise stated in this Agreement and its Schedules. Operational responsibility for the funds shall reside with LHSC.
- As part of its role LHSC through the Network Regional Leader will provide annual reports on the operation and management of the program to the Partners. Additionally, LHSC will provide The Partners with quarterly financial statements showing year-to-date against actual budget.
- LHSC, through the Network Regional Leader will support and sustain the development of an on-going collaborative relationship with The Partners.
- LHSC will contribute to the Network financially in the amount outlined in the attached budget. In the case that a net-surplus exists at year end, LHSC at its discretion could ask for a reimbursement of its share of any unspent amount. In the alternate, in the case where a budget shortfall exists that cannot be eliminated through other means, LHSC shall share in the costs on a proportional basis. Past the first year of the agreement, the Regional Steering Committee will determine future budgets, and LHSC will be provided a copy of the budget no less than 120 days prior to the anniversary of this agreement. Payment of the amount outlined in the budget does not entitle LHSC to participate in Network-run conferences without paying separate conference fees.

5.0 Role of the Partners

- Provide payments to LHSC for amounts outlined in the attached budget. In the case that a net-surplus exists at year-end, a Partner, at their discretion could ask for a reimbursement of their share of any unspent amount. In the alternate, in the case where a budget shortfall exists that cannot be eliminated through other means, the Partners will share in the cost on a proportional basis. Past the first year of the agreement, the Regional Steering Community will determine future budgets, and Partners will be provided a copy of the budget no less than 120 days prior to the anniversary of this agreement. A Partner which fails to attend to payment of their financial agreement within 30 days of invoice will cease to have access to Network services for the remainder of that year or until payment is remitted. Payment of the amount outlined in the budget does not entitle any Partner to participate in Network-run conferences or workshops without paying separate conference fees.
- All Partners are expected to appoint one person to represent their interests and to actively participate in the Regional Steering Committee. In addition, Regional Steering Committee members may be asked to serve on the Executive Committee or as members of task or work groups that the Regional Steering Committee may decide to establish.

6.0 Network Structure

6.1 Network Regional Steering Committee

Reporting to the LHSC and Partner organizations' CEO/ Medical Officer of Health, the Network Regional Steering Committee will make strategic decisions as they apply to the Network and to plan for the successful evolution of program developments in Southwestern Ontario as agreed to by the Partners. The Regional Steering Committee will ensure that the key goals, vision and mission of the Network are consistent with the direction of the Ministry of Health and Long-Term Care, the Ministry of Health Promotion and the Ministry of Children and Youth, nationally recognized best practice standards, and the needs of The Partners and other stakeholders. Additionally, the Regional Steering Committee will review reports and recommendations resulting from the work of the Task and Working Groups. In order to facilitate the proper organization and Management, the Regional Steering Committee will elect an executive committee from among its membership. The meeting frequency, structure and roles and responsibilities of the Regional Steering Committee, the Executive committee are outlined in Schedule 2 to this agreement.

6.2 Committees, Task or Working Groups

Committees, Task and/or Work groups may be struck from time to time by the Regional Steering Committee. The mandates of Committees, Task and Working groups will align with strategic priorities established by the Regional Steering Committee. Committees, task or work groups will be accountable to the Regional Steering Committee.

6.3 Network Regional Leader

The Regional Leader is a full-time, hired role and is responsible for the development and implementation of activities that enable the Network to successfully address its visions, missions and strategic plans. The Regional Leader, in collaboration with the Regional Steering Committee, manages the operations of the Network and carries out any other responsibilities assigned by the Steering Committee. The Network Regional Leader or designate will be a member of all committees, task and working groups.

7.0 Public Communications

All communication with the media concerning the Network will be directed to the Network Regional Leader, who will in turn liaise with LHSC Women and Children's Clinical Services leadership and Communications Department before any statement or communications takes place.

8.0 Dispute Resolution Process

The following dispute resolution process shall be used to address and resolve conflicts.

As a first step, the parties directly involved will work to resolve the conflict using a non-mediated approach. If this does not resolve the conflict, the parties involved are required to provide written notice to the Regional Leader. The Regional Leader will request that the Executive Committee help resolve the conflict no later than within 30 days of the written request. If the conflict involves the Executive Committee or the Regional Steering

Committee, a mutually agreeable third party will, as required, be asked to mediate the dispute. The third party shall be acceptable to both parties. The cost of a mediator will be divided equally among the parties involved. Any dispute not resolved through mediation shall be settled through arbitration in accordance with the Arbitrations Act (Ontario) by a single arbitrator. If the parties are not able to agree upon an arbitrator, the selection of the arbitrator will be governed by the Arbitrations Act (Ontario). The award of the arbitrator shall be final and conclusive upon the parties and judgment upon such award may be entered in any court having jurisdiction. Unless the parties otherwise agree, the place of arbitration shall be London, Ontario.

9.0 Legal and Risk Management Provisions of the Agreement

9.1 Indemnification

Each of the parties (“Indemnitor”) shall indemnify and hold harmless the other party (including its directors, officers, employees and agents) (“Indemnitee”) from and against any and all claims, demands, actions, causes of action, liability, losses, costs, damages, and expenses, including reasonable legal fees and disbursements, brought against or suffered by the Indemnitee as a result of:

- (a) a breach by the Indemnitor of any of its obligations under this Agreement; and/or
- (b) the negligence, willful misconduct or other tortuous act or omission of the Indemnitor or any person for whom it is responsible at law in the performance of its obligations under this Agreement.

The Indemnitee shall provide prompt written notice of any claim that might give rise to such liability and, in the case of third party claims, shall co-operate in the defence of such claims. The indemnification obligations in this Agreement shall survive the termination or expiration of this Agreement.

9.2 Insurance

During the term of this Agreement, each party shall purchase and maintain liability insurance in the amount of \$10,000,000. Such insurance shall be purchased from a financially responsible insurance company qualified to do business in the Province of Ontario. Each party shall notify the other party of any change, cancellation or expiration in coverage at least thirty (30) days prior to same. Each party will provide evidence of such insurance including Workplace Safety and Insurance Board (WSIB) coverage prior to the execution of this Agreement, and thereafter upon the reasonable request of the other parties. In the event of a workplace injury each party will cooperate to achieve optimal claim management. LHSC is responsible for WSIB coverage for its employees.

10.0 General

10.1 Area of Jurisdiction

This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario

10.2 Privacy and Confidentiality On signing this Agreement, the parties confirm that any information, regardless of format, obtained by any agent of either party will be kept confidential and secure. All parties must protect personal health information by making reasonable security arrangements against such risks as unauthorized access, use, disclosure, copying, modification or disposal.

On signing this Agreement, the parties confirm that they are fully compliant with requirements of both Ontario and Canadian Privacy laws, in that it will use the information strictly for the purposes agreed upon by the parties.

This Agreement confirms that both parties are authorized to audit the privacy policies and practices and security measures of each other at the discretion of either party, and on reasonable notice, to ensure compliance with this Agreement.

10.3 Survival

The covenants with respect to Indemnification, Insurance, Privacy and Confidentiality will survive any termination of this Agreement regardless of the reason for such termination.

10.4 Terms

The initial term of MOU is effective as of May 1, 2009 to March 31, 2010. This Agreement will be automatically renewed on April 1 of each year.

10.5 Withdrawal

Included parties to this agreement may withdraw from this agreement on the Anniversary date, and shall be required to provide at least ninety (90) days notice of their intent to withdraw.

For greater clarity: the withdrawal of an individual party to this agreement shall not nullify the agreement.

10.6 Review of Terms

The Terms of this MOU will be reviewed annually by the Regional Steering Committee to assess whether any changes, if any need to be made to the MOU. Changes to the Schedules to this MOU may be made at any time.

11.0 Schedules to this MOU

Schedules to this MOU may be developed at any time by the Regional Steering Committee. In keeping with the Guiding Principles of this MOU, Regional Leader will consult with and seek the advice of its regional partners as part of the process for developing schedules.

12.0 Signatories to Memorandum of Understanding

Each CEO/Medical Officer of Health of the Partner organizations is asked sign the enclosed signature page in Schedule 4.

Schedule 1:

Partner Organizations

The “Partners” are made up of “Partner Hospitals”, “Partner Community Care Access Centres” and “Partner Public Health Units” as outlined in this schedule.

Partner Hospitals:

Alexandra Hospital
Alexandra Marine and General Hospital
Bluewater Health
Chatham-Kent Health Alliance
Grey Bruce Health Services
Hanover & District Hospital
Huron Perth Healthcare Alliance
Leamington District Memorial Hospital
Listowel Wingham Hospital Alliance
Middlesex Hospital Alliance
North Wellington Healthcare
South Bruce Grey Health Centre
St. Thomas Elgin General Hospital
Tillsonburg District Memorial Hospital
Windsor Regional Hospital
Woodstock Hospital

Partner Community Care Access Centres:

South West CCAC

Partner Public Health Units:

Chatham-Kent Public Health Unit
County of Lambton Community Health Services Department
County of Oxford Department of Public Health & Emergency Services
Elgin St. Thomas Public Health
Grey Bruce Health Unit
Huron County Health Unit
Middlesex-London Health Unit
Perth District Health Unit
Windsor-Essex County Health Unit

Schedule 2:

South Western Ontario Maternal, Newborn, Child and Youth Network

Regional Steering Committee and Executive Committee

Terms of Reference

Regional Steering Committee

Purpose:

Reporting to the Partner organizations' CEO/ Medical Officer of Health, the Network Regional Steering Committee will make strategic decisions as they apply to the Network and will plan for the successful evolution of program developments in Southwestern Ontario as agreed to by the Partners. The Regional Steering Committee will ensure that the key goals, vision and mission of the Network are consistent with the direction of the Ministry of Health and Long-Term Care, the Ministry of Health Promotion and the Ministry of Children and Youth Services, nationally recognized best practice standards, and the needs of The Partners and other stakeholders. Additionally, the Regional Steering Committee will review reports and recommendations resulting from the work of the Task and Working Groups. The Regional Steering Committee consists of one representative from each Partner organization.

Selection of Chair and Vice-Chair:

Chair and Vice-Chair will be selected annually, through a voting process directed by the Regional Leader at the Regional Steering Committee meeting held immediately after the yearly renewal of the MOU.

Mandate:

The Chair or Vice-Chair (in the absence of the Chair) will undertake the following responsibilities:

1. Preside over the meetings of the Regional Steering Committee;
2. Ensure interactive participation by all Committee members;
3. Act as the chief spokesperson in representing the committee.

Meeting Frequency

The regional steering committee will meet semi-annually.

Executive Committee

In order to facilitate the operations and management of the Network, an Executive Committee will be formed to represent the Regional Steering Committee. The Executive Committee will report to the Regional Steering Committee at minimum semi-annually or more often when necessary.

Mandate:

The Executive Committee will undertake the following responsibilities:

1. Develop the Network's strategic directions and annual operating planning process(es);
2. Receive regular reports from the Task Forces/Working Groups;

3. Review reports and recommendations resulting from the work of the Task Forces/Working Groups with a view to:
 - Confirming their consistency with Network’s vision, mission, policies and strategic directions;
 - Identifying and facilitating the (appropriate) involvement of Partners with respect to planning and implementation of specific recommendations/projects; and
 - Streamlining efforts of the Network and avoiding duplication of efforts at the local or regional level
4. Provide advice to LHINs, Ministry of Health and Long-Term Care, the Ministry of Health Promotion and the Ministry of Children and CEOs of member stakeholders on advancing and integrating the activities of the Network to further development of the maternal/newborn and paediatric regional services systems.
5. Provide a forum to receive and provide updates on the Ministry of Health and Long-Term Care policy initiatives and other activities impacting the Network mandate to LHINs, Ministry of Health and Long-Term Care, the Ministry of Health Promotion, the Ministry of Children and Youth, and the CEO of member stakeholders.
6. Support the work of the Provincial Council on Maternal, Newborn, Child and Youth Health (PCMNCYH).
7. Carry out fiduciary responsibilities related to the Network including taking an active role in review and approval of a sound operating budget and membership fee schedule.

Membership:

Membership is voluntary and will include the following:

- Regional Leader of the Network, ex-officio
- 3 Medical Leads – Obstetrician, Neonatologist, Paediatrician
- 3 representatives of the Regional Steering Committee (including one CCAC or Health Unit representative, when possible)
- Chairs (or an alternate) from each of the Task Forces/Working Groups

Selection of Membership:

Members will be selected annually, through a voting process directed by the Regional Leader at the Regional Steering Committee meeting held immediately after the yearly renewal of the MOU.

Meeting Frequency:

Typically monthly (except July and August) and at minimum quarterly.

Decision Making Process

The Regional Steering Committee and the Executive Committee will aim to reach consensus in its decisions, however, in cases where consensus cannot be reached decisions will be based on quorum. In situations where disputes arise, the dispute resolution process outlined in the Memorandum of Understanding will be followed.

Schedule 3:

Organizational Chart

