

**THE AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2012.

**B E T W E E N :**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by THE MINISTER OF HEALTH AND LONG-TERM  
CARE**

**(the “Province”)**

**- and -**

**ONTARIO TELEMEDICINE NETWORK  
(the “Recipient”)**

**BACKGROUND:**

Telemedicine supports the provision of quality healthcare for Ontario’s widely dispersed population through the use of videoconferencing and other advanced information and communications technologies to provide remote care and distance education. It helps to address gaps created by the uneven distribution of health professionals in the province. Telemedicine also supports improved access to specialized health care and reduces the burden of travel for patients in the northern parts of the province. The Ontario Telemedicine Network is an organization delivering telemedicine services in Ontario.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Program and the Province wishes to provide such funds.

**CONSIDERATION:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;  
and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

**“Additional Sources of Revenue”** means any and all money received by the Recipient from any person or entity, except for the Funds, in connection with it carrying out its corporate objects and mandate during a Funding Year.

**“Agreement”** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1 and any amending agreement entered into pursuant to section 33.2.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c. 25, including any directives issued pursuant to that Act.

**“Budget”** means the budget attached to the Agreement as Schedule “B”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section 14.1.

**“Force Majeure”** has the meaning ascribed to it in Article 25.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, including, for clarity, the Maximum Base Funds and Maximum One-Time Funds.

**“Indemnified Parties”** means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

**“Maximum Base Funds”** means the maximum base funds set out in Schedule “B”.

**“Maximum One-Time Funds”** means the maximum one-time funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Payment Plan”** means the payment plan set out in Schedule “C”.

**“Personnel”** means collectively, persons or entities who provide services to the Recipient or any of its subcontractors in connection with the Agreement, whether as employees or independent contractors, and individuals who are assigned by the Recipient to help deliver the Program

**“Program”** means the undertaking described in Schedule “A”.

**“Program Description”** means the Program description set out in Schedule “A”.

**“Reports”** means the reports described in Schedule “D”.

**“Timelines”** means the Program schedule set out in Schedule “A”.

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 **General.** The Recipient represents, warrants and covenants that:

- a. it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program; and
- c. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Program;

- (f) procedures to enable the timely identification of risks to the completion of the Program and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall continue unless terminated pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROGRAM**

4.1 **Funds Provided.** The Province shall, in every Funding Year:

- (a) provide the Recipient up to the Maximum Base Funds and Maximum One-Time Funds for the purpose of carrying out the Program;
- (b) provide the Funds in accordance with the Payment Plan; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and,
  - (ii) is in the name of the Recipient.

4.2 **Revised Schedules.** The Province may, at any time, upon consultation with the Recipient, provide a new Program Description, a new Budget, a new Payment Plan, and/or new Reports, which shall be deemed to replace the Program Description in Schedule "A", the Budget in Schedule "B", the Payment Plan in Schedule "C", and the Reports in Schedule "D", (collectively referred to as "New Schedules"), respectively, for the period of time to which they relate, provided that if the Recipient does not agree with all or any of the New Schedules, the Recipient may terminate the Agreement pursuant to section 12.1.

4.3 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; or
- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
  - (ii) terminate the Agreement pursuant to section 13.1.

4.4 **Use of Funds and Program.** The Recipient shall:

- (a) carry out the Program:
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program;
- (b) use the Funds only for the purpose of carrying out the Program; and
- (c) spend the Funds only in accordance with the Budget.

4.5 **No Changes.** The Recipient shall not make any changes to the Program, the Timelines and/or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in accordance with section 4.1(c).

4.7 **Interest.** If the Recipient earns any interest on the Funds:

- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.8 **Maximum Base Funds and Maximum One-Time Funds.** The Recipient acknowledges that the Funds available to it in any Funding Year shall not exceed the amounts in Schedule "B".

- 4.9 **Additional Sources of Revenue.** The Recipient shall report Additional Sources of Revenue to the Ministry as required in Schedule “D”.
- 4.10 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient. The Funds shall not be used for any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.11 **Funds Prorated.** The Province shall prorate the Funds to reflect the proportion of the Funding Year to which the Funding applies and during which the Agreement is in effect.
- 4.12 **Funding Not Cumulative.** All amounts described in the Budget shall only be made in the stated Funding Year.

## **ARTICLE 5 ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition.** Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000.00 at the time of purchase.

## **ARTICLE 6 CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a “Conflict of Interest” includes any circumstances where:
- (a) the Recipient or the Recipient’s Personnel; or
  - (b) any person or entity who has the capacity to influence the decisions of the Recipient or its Personnel,
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient or the Recipient’s Personnel’s objective, unbiased and impartial judgment relating to the Program and the use of the Funds.
- 6.3 **Conflict of Interest Policy.** The Recipient shall have policies and education process in place to assist management and employees in understanding, identifying and addressing Conflicts of Interest as contemplated in this Article, in a timely and comprehensive manner. Conflicts of Interest shall include those which are real, perceived or potential. The Recipient shall circulate such Conflict of Interest policies annually to all Personnel, and shall place such Conflict of Interest policies on its public website. The Recipient shall provide the Ministry with copies of its Conflict of Interest

policies as amended from time to time upon the request of the Ministry.

#### **6.4 Annual Declaration of Compliance.**

- (a) All members of the Recipient's board of directors and senior executives shall provide a declaration to the chair of the board on an annual basis confirming that they have reviewed the Recipient's Conflict of Interest policies and have complied with them.
- (b) The chair of the Recipient's board of directors shall provide a declaration to the Province in the form attached at Schedule "F" on an annual basis confirming that all members of the board and all senior executives have complied with the Recipient's Conflict of Interest obligations in this Agreement and its own internal Conflict of Interest Policies.
- (c) The board chair's declaration of compliance under clause (b) for each Funding Year shall be provided to the Province on or before May 1 of the next Funding Year and shall be posted on the Recipient's public website.

#### **6.5 Disclosure to Province and Other Measures.**

- (a) The Recipient shall disclose to the Province, without delay, any situation that a reasonable person would interpret as a material actual, potential or perceived Conflict of Interest.
- (b) In each instance where a Conflict of Interest is identified, the chief executive officer or any member of the board of directors of the Recipient, as appropriate, shall act immediately to eliminate such conflict in accordance with the Recipient's Conflict of Interest policies and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.
- (c) The Recipient shall ensure that all Personnel follow any direction of the chief executive officer or the board of directors in respect to such conflict, as applicable;
- (d) The Recipient shall report its actions under (b) and (c) to the Province without delay.

### **ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW**

#### **7.1 Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with Canadian generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Program.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **ARTICLE 8 CREDIT**

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Program.

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Program, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**



- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **ARTICLE 10 INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

## **ARTICLE 11 INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

## **ARTICLE 12 TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province or the Recipient may terminate the Agreement at any time upon giving at least 30 days Notice to the other Party.

- 12.2 **Consequences of Termination on Notice.** If either the Province or the Recipient terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - (c) determine the reasonable costs for the Recipient to wind down the Program, and:
    - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
    - (ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

**ARTICLE 13  
TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.3(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - (c) determine the reasonable costs for the Recipient to wind down the Program and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

**ARTICLE 14  
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Program;
  - (ii) use or spend Funds; and/or
  - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - (d) the Recipient ceases to operate; and
  - (e) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

## **ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR**

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

(a) demand the return of the unspent Funds; or

(b) adjust the amount of any further instalments of Funds accordingly.

## **ARTICLE 16 REPAYMENT**

16.1 **Debt Due.** If:

(a) the Province demands the payment of any Funds or any other money from the Recipient; or

(b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

16.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the

Province at the address provided in section 17.1.

## **ARTICLE 17 NOTICE**

- 17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

**To the Province:**

Ministry of Health and Long-Term Care  
1075 Bay Street, 12<sup>th</sup> Floor,  
Toronto, ON M5S 2B1

**Attention:**

Christine Sham  
Manager, eHealth Liaison

Telephone: 416-314-6075

Fax: 416-326-9967

Email: christine.sham@ontario.ca

**To the Recipient:**

Ontario Telemedicine Network  
105 Moatfield Drive, Suite 1100  
Toronto, ON M3B 0A2

**Attention:**

Ed Brown  
CEO

Telephone: 416-446-4112

Fax: 416-446-4139

Email: ebrown@otn.ca

- 17.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

- 17.3 **Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

## **ARTICLE 18 CONSENT BY PROVINCE**

- 18.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

## **ARTICLE 19 SEVERABILITY OF PROVISIONS**

- 19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 20  
WAIVER**

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 17. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 21  
INDEPENDENT PARTIES**

- 21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 22  
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 22.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 22.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 23  
GOVERNING LAW**

- 23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 24  
FURTHER ASSURANCES**

- 24.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 25  
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 25.1 **Force Majeure Means.** Subject to section 25.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

**25.2 Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.

**25.3 Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

**25.4 Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

## **ARTICLE 26 SURVIVAL**

**26.1 Survival.** The provisions in Article 1, any other applicable definitions, sections 4.7, 4.8, 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 15, 16, 17, 19 and 21, section 22.2, Articles 23, 26, 27, 29, 30 and 33, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of termination of the Agreement.

**ARTICLE 27  
SCHEDULES**

27.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Program Description and Timelines;
- (b) Schedule "B" - Funds and Budget;
- (c) Schedule "C" - Payment Plan;
- (d) Schedule "D" – Reports; and
- (e) Schedule "E" – Declaration.

**ARTICLE 28  
COUNTERPARTS**

28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 29  
JOINT AND SEVERAL LIABILITY**

29.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 30  
RIGHTS AND REMEDIES CUMULATIVE**

30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 31  
BPSAA**

31.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 32  
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

32.1 **Other Agreements.** If the Recipient:





## SCHEDULE "A"

### PROGRAM DESCRIPTION AND TIMELINES – 2012/13

The Program includes the Core Service and Activities in Section A, the Telemedicine Support Service in Section B and the Projects in Section C.

#### A. Core Program - Services and Activities

The following are the core services and activities that comprise the Program to be delivered by the Recipient for the purpose of enabling and facilitating the use of videoconferencing and information and communications technology to connect patients, providers, and health care professionals in disparate locations in Ontario and for the benefit of Ontario residents and the Ontario health care system. These core services and activities are comprised of delivering Telemedicine Events which include Clinical, Education, and Administrative Events, and shall be carried out for Eligible Telemedicine Sites in Ontario (as defined below); and shall be delivered within the performance range described in Table "A".

- **Clinical Events:** The Recipient shall provide Telemedicine Support Services for the delivery of clinical services to referred patients at locations throughout Ontario involving over 200 specialties and subspecialties, including psychiatry, dermatology, cardiology, neurology, burn management, paediatrics and geriatrics,
- **Education Events:** The Recipient shall provide Telemedicine Support Services for professional education to members (organizations and individuals) in support of recruitment and retention of health professionals in northern and under serviced communities and to support mentoring and the sharing of best practices across health care organizations and health care settings,
- **Administrative Events:** The Recipient shall provide Telemedicine Support Services to persons and organizations in the health system to create efficiencies by reducing travel time and costs for meetings, and increasing communication and collaborative opportunities in support of health system management.

#### Table "A" - Performance Targets for 2012/2013

The Recipient will deliver Clinical, Educational, and Administrative Telemedicine Events across Telemedicine Videoconferencing Site and Systems in Ontario, at the following baseline volumes (based on the expectation of 60% growth in telemedicine volumes over the 2011/12 Fiscal Year):

| <b>Performance Measures</b>    | <b>Performance Targets</b> |
|--------------------------------|----------------------------|
| Total # of Telemedicine Events | 279,800                    |
| # of Clinical Events           | 195,900                    |

**NOTE:**

- a. Videoconferencing Systems means the combination of traditional videoconferencing equipment (i.e., hardware-based codec, monitor and cart) and also next-generation videoconferencing equipment (i.e., PC-based videoconferencing).
- b. PC-based videoconferencing may not be deployed without the prior written agreement of the Ministry of Health and Long-Term Care.
- c. The Ministry of Health and Long-Term Care will not provide any one-time capital / equipment or installation funding for new sites and systems in 2012/13, subject to any changes that may be agreed to by the parties.

**Eligible Telemedicine Sites** – The following are defined as the Eligible Telemedicine Sites:

- (1) Any entity that is a not-for-profit corporation and that receives the majority of its funding from a Local Health Integration Network (e.g. hospital, Community Care Access Centre, etc.);
- (2) Any entity that is a not-for-profit corporation and that receives the majority of its funding directly from the Ministry of Health and Long-Term Care (e.g. public health unit);
- (3) Self-employed, licensed health care providers who are resident and practicing in Ontario are eligible to bill and who receive payment for the majority of their billings from the Ministry of Health and Long-Term Care for clinical services rendered (e.g. physicians, nurse practitioners, midwives, etc.) and that have valid billing arrangements (e.g. an active OHIP billing number) with the ministry; and,
- (4) Any other not-for-profit corporation named by the Ministry of Health and Long-Term Care (e.g. Children's Treatment Centres and Community Support Services funded by the Ministry of Children and Youth Services).

**B. Telemedicine Support Services**

The following are activities defined as Telemedicine Support Services and shall be carried-out by the Recipient to enable and facilitate Clinical, Education, and Administrative Telemedicine Events:

- Technical support services (e.g. Help Desk support, gateway services)
- Access to multi-point bridging
- Account management support including: telemedicine adoption support, regional leadership and program development
- Telemedicine services training
- Referral management and scheduling of services
- Centralized support for procurement of videoconferencing equipment and warranty management

Telemedicine Support Services also includes the following activities related to the delivery of the core services and performance of the core activities described above and which shall also be carried-out by the Recipient:

- Develop, maintain, and operate Ontario's provincial telemedicine technology infrastructure used to support and enable telemedicine events
- Organize and coordinate scheduling and referral management for clinical, educational, and administrative events
- Promote health care delivery best practices in telemedicine and deliver telemedicine training
- Undertake telemedicine project management and program development

- Engage Local Health Integration Networks, health care providers and institutions in the development of telemedicine programs and services
- Enable and facilitate change management and adoption of telemedicine programs, technologies, and services

### C. Activities

#### C1 – Projects Funded by Base Funding

##### C1.1) Growth and Meaningful Use

The Recipient will review the meaningful use of the existing Telemedicine sites and systems and review physician utilization. With a view to supporting the Minister’s Action Plan and meaningful use of Telemedicine in Ontario to ensure the most effective leveraging of the substantial investment that has been made in Telemedicine infrastructure, the Recipient will develop a plan to increase the use of existing Telemedicine resources and will prioritize this approach over new expansion.

The Recipient will present an analysis of the Meaningful Use Review, including an 18 month Action Plan to address to the findings of the Meaningful Use Review to the Ministry for approval at the end of Q3.

| Item                       | Deliverable(s)   | Due Date(s)      |
|----------------------------|--|------------------|
| Meaningful Use Analysis    | A review and assessment of the patterns and volumes of use of the Recipient’s Telemedicine sites and systems, based on assumed 35 hours of available time for each piece of equipment per week.  | January 31, 2012 |
| Meaningful Use Action Plan | The Recipient will develop an Action Plan based on the Meaningful Use Analysis that will include Meaningful Use benchmarks for different Telemedicine site types, and address how to improve Telemedicine site and system utilization across the Province in order to increase the effectiveness of the Province’s investment into Telemedicine infrastructure and to better meet the needs of Ontarians. This will include plans to address unused and underutilized Telemedicine systems, site re-engagement plans and an equipment redeployment framework. The Action Plan will also contain a project budget, deliverables and timeframes against which progress will be reported. | March 31, 2012   |
| Progress Reports           | A Progress Report will be delivered to the Ministry quarterly, beginning in Q4 of the 2012/13 Funding Year and will inform the Ministry of progress against the agreed upon budget, project timeframes and deliverables in the Meaningful Use Action Plan, including any project or budgetary variance.  | March 31, 2013   |

##### C1.2) Telemedicine Nurses

The Recipient will continue supporting the deployment of new Telemedicine Nurses to all 14 Local Health Integration Networks. The Recipient and the LHINs will be jointly responsible for reporting to the Ministry on the deployment and performance of the Telemedicine Nurses and related telemedicine event activity.

The Recipient will continue to support development of provincial and regional telemedicine planning capacity and work with the Ministry and the LHINs on the integration of telemedicine into provincial health care system strategies. The Recipient will support the Local Health Integration Networks (LHINs) in developing and expanding their Telemedicine programs in line with the Telemedicine Business Plans that were submitted to the Ministry in September, 2011. The Recipient will be jointly accountable with the LHINs to deliver Telemedicine growth as per the accountability agreements between the LHINs and the Ministry.

The Recipient will report to the Ministry quarterly regarding project progress.

| Item                        | Deliverable(s)  | Due Date(s)   |
|-----------------------------|---|---|
| Telemedicine Nurse Training | <ul style="list-style-type: none"> <li>Develop an online nurse certificate training program for Telemedicine Nurse use of the Telemedicine Centre</li> <li>Complete the training for the Telemedicine Certificated for all newly hired Telemedicine Nurses</li> </ul> | <p>December 31, 2012</p> <p>March 31, 2013</p>  |
| Reporting                   | Provide quarterly reports to the LHINs and to the Ministry on the clinical Telemedicine targets achieved at all health service providers employing the 191 Telemedicine Nurses  | <ul style="list-style-type: none"> <li>Q1: July 31, 2012</li> <li>Q2: October 31, 2012</li> <li>Q3: January 31, 2013</li> <li>Q4: April 30, 2013</li> </ul> |

### C1.3) Pricing Model Development

The Recipient will undertake a review of the cost of its operations that it will submit to the Ministry for review and approval in at the start of Q3. As needed, the Recipient will work with the Ministry to establish cost and service rationalizations in order to achieve greater cost and operational efficiency.

| Item                          | Deliverable(s)   | Due Date(s)    |
|-------------------------------|--|----------------|
| Pricing Model                 | The Recipient will develop a Pricing Model for Ministry review which shall include a description of the past and current prices and costs associated with delivering Telemedicine services in Ontario and operating the Recipient's organization. The Model document will include the methodology employed in the analysis, a minimum of three years of financial data, and the analysis will be aligned with the Recipient's Business model as articulated in the Annual Service Plan. The draft Model will be submitted to the Ministry for review and validation. | March 31, 2013 |
| Pricing Analysis and Planning | The Recipient will, based on the Final Pricing Model, develop a three year framework for future Telemedicine pricing models applicable to both the Recipient's organization and the services they offer, and will be aligned with the organization's Annual Service Plan – specifically its three year strategic planning and business model development. The Pricing Model should include a comprehensive Telemedicine service catalogue, proposed means of improving the cost effectiveness, pricing accuracy, and value for money associated with the delivery    | March 31, 2013 |

|  |   |  |
|--|---|--|
|  | of Telemedicine services in Ontario and the management of the Recipient's organization. |  |
|--|---|--|

#### **C1.4) Telemedicine Addictions Services**

In support of the Ministry's Narcotics Strategy and the report from the Expert Working Group on Narcotic Addiction, the Recipient will continue coordinating the Telemedicine Addictions Task Force and providing monthly reports to the Ministry, including the eHealth Liaison Branch and the Community and Population Health Branch. The Recipient will liaise, as appropriate with the LHIN-Ministry Mental Health and Addictions Working Groups, the LHIN Senior Planning Directors Group and the Trilateral First Nations Health Senior Official's Committee Mental Health and Addictions Working Group regarding the work of the Addictions Task Force.

The Recipient will develop a plan to deploy the 104 pieces of Telemedicine equipment purchased in the 2011/12 Funding Year to support increased access to addictions services in Ontario. At least 60 pieces of the equipment must be deployed by March 31, 2013 and plans must be developed by December 31, 2012 to deploy the remainder of the equipment. 26 pieces of Telemedicine equipment will be reserved for deployment for First Nations communities. The Recipient will provide the Ministry with quarterly project reports.

| <b>Item</b>   | <b>Deliverable(s)</b>   | <b>Due Date(s)</b>   |
|---|---|--|
| Telemedicine Addictions Task Force                      | The Recipient will convene bi-weekly Addictions Task Force meetings and provide all necessary secretariat support to the Task Force members   | April 1, 2012 – March 31, 2013 (or until such a date as the Task Force is dissolved) |
| Report to LHIN Senior Directors                         | The Recipient will report, as required, to the LHIN Senior Planning Directors to inform them of the status of Telemedicine Addiction planning in Ontario and to seek their approval for the Telemedicine Addictions Equipment Deployment Plan and any other items requiring their approval that may arise as determined by the Telemedicine Addictions Task Force | As required  |
| Final Telemedicine Addictions Equipment Deployment Plan | The Recipient, with the support of the Addictions Task Force, will develop the Final Telemedicine Addictions Equipment Deployment Plan and will gain approval from the LHIN Senior Planning Directors and the Ministry for this Plan.   | December 31, 2012  |
| Equipment Deployment                                    | Deploy and install 60 pieces of Telemedicine Addictions Equipment based on the Telemedicine Addictions Equipment Deployment Plan  | March 31, 2013   |

#### **C1.5) Aboriginal Telemedicine**

The Recipient will support the adoption of Telemedicine by the 10 Aboriginal Health Access Centres (AHACs) and will work with the Centres to ensure that staff members are trained. The Recipient will track Telemedicine use in the AHACs on a monthly basis and will support the increased adoption of Telemedicine at these sites.

The Recipient will work with the Keewaytinook Okimakanak Telemedicine Network (KOTM) to identify Telemedicine adoption and use challenges. The Recipient will support KOTM in developing a program to increase the adoption and use of Telemedicine amongst First Nations communities. This work will align with both the 2012/13 Telemedicine Addictions Services (Section C1.4) and Ontario Child and Youth Telepsychiatry Program work (Section C2.1).

| Item                  | Deliverable(s)   | Due Date(s)       |
|-----------------------|--|-------------------|
| Complete AHAC Set up  | Complete the technical set up of all AHAC sites, including of the Store-Forward Telemedicine solution                  | December 31, 2012 |
| Telemedicine Training | Complete the training of all AHAC Telemedicine staff, including the those fulfilling the Telemedicine Coordinator role | December 31, 2012 |

## **C2 – Projects Funded by One-Time Funding**

Funding for these projects will come from One-time Funding as described in Schedule B.

### **C2.1) Ontario Children and Youth Telepsychiatry Program**

The Recipient will maintain the services to the 59 Ministry of Children and Youth Services' Ontario Children and Youth Telepsychiatry Program sites on the Recipient's network, including responding promptly to client requests and providing routine member-related support services as required.

The Recipient will support the Ontario Child and Youth Telepsychiatry Program in developing and implementing program expansion plans, and ensure that all expansion to First Nations communities is aligned and integrated with the First Nations Telemedicine for Addictions (C2.6) work.

### **C2.2) Teleophthalmology Sustainment**

The Recipient will be responsible for managing the Teleophthalmology project as described in its 2012 Teleophthalmology Sustainment Plan as submitted to the Ministry of Health and Long-Term Care in 2011. The Recipient will implement and report on the project in accordance with the document as described, the Recipient's Operational Service Plan and subject to any changes that may be agreed to by the parties.

| Item  | Deliverable(s)   | Due Date(s)                    |
|---|--|--------------------------------|
| Sustain Sites   | Sustain six Teleophthalmology sites (Ocular Health Centre, Mindemoya Family Health Team, Sensenbrenner Hospital, Thunder Bay Regional Health Sciences Centre, and William Osler Health Centre) ensuring they are able to continually delivery retinal screening services to their local populations. | April 1, 2012 – March 31, 2013 |
| Teleophthalmology Program Development and Enhancement | Develop and implement training plan to increase technical support capacity and increase awareness and adoption of the service through the development of a community of practice amongst retinal screeners.  | March 31, 2013                 |

|                 |                                 |                |
|-----------------|---------------------------------|----------------|
| Service Volumes | • 2000 teleophthalmology events | March 31, 2013 |
|-----------------|---------------------------------|----------------|

### C2.3) Telehomecare Expansion Project

The Recipient will be the project manager for the Telehomecare Expansion Project, which includes the expansion of Telehomecare to the Central West, Toronto Central and North East Local Health Integration Networks as part of Phase 2.2 of the Provincial Telehomecare Expansion Project.

The Recipient is responsible, at a broad level, for developing a technology utility to support provincial access to Telehomecare services via the following streams of work:

- Scalable Technology Solution
- Change Management & Adoption Support
- Clinical Process Leadership & Business Process Support

The Recipient will plan for evolution of these offerings to support the needs of the broader health sector in delivering this service through strategic planning activities.

| Item                                 | Deliverable(s)  | Due Date(s)       |
|--------------------------------------|---|-------------------|
| Telehomecare Software                | Deploy enhanced version of Provincial Telehomecare software that addresses usability and technical performance issues identified by OTN and the participating Local Health Integration Networks                     | December 31, 2012 |
| Clinical Pathways                    | Development of integrated clinical pathways for chronic disease patients that incorporates the use of Telehomecare, with a focus on CHF and COPD, including a final report with recommendations                     | March 31, 2013    |
| Remote Telehomecare Monitoring Units | Develop a remote telehomecare monitoring units strategy and implementation plan that is aligned with the Telehomecare business model and takes into consideration current and future user group needs and abilities | March 31, 2013    |
| Patient Enrolment Target             | Enrol 1150 patients in Telehomecare   | March 31, 2013    |

### C2.4) Telemedicine Network Circuits

The Recipient will sustain the organization's current circuits (those migrated to the Recipient from eHealth Ontario (eHO) in Fiscal Year 2011/12), add additional circuits as required to support telemedicine adoption in 2012/13, including to support the Telemedicine Addictions work, and migrate additional circuits as described below.

| Network Cost with Migration | Q1 Circuits |           | Q2 Circuits |           | Q3 Circuits |           | Q4 Circuits |           | Total Circuits |             |
|-----------------------------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|----------------|-------------|
|                             | #           | Cost      | #           | Cost      | #           | Cost      | #           | Cost      | #              | Cost        |
| <b>Sustain Circuits</b>     | 610         | 1,985,192 | 410         | 1,717,967 | 310         | 1,458,178 | 260         | 1,256,316 | 260            | \$6,417,653 |



|                                    |     |             |     |             |     |             |     |             |       |             |
|------------------------------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-------|-------------|
| <b>Additional Bell Circuits</b>    | 66  | 81,250      | 52  | 329,760     | 126 | 261,283     | 211 | 396,725     | 455   | \$1,069,019 |
| <b>Additional Migration Costs*</b> | 0   | 109,249     | 200 | 401,675     | 300 | 475,632     | 350 | 710,309     | 350   | \$1,696,865 |
| <b>Total Cost</b>                  | 676 | \$2,175,691 | 662 | \$2,449,402 | 736 | \$2,195,093 | 821 | \$2,363,350 | 1,065 | \$9,183,537 |

\* Bell circuits, cancellation fees, human resources and equipment

## C2.5) Telestroke

The Recipient will use funds from the Ministry of Health and Long-Term Care to work with the Ontario Stroke Network and the Local Health Integration Networks to remunerate physicians providing continuous (i.e. 24 hours a day, 7 days a week, 365 days a year) Telestroke on-call coverage through Telestroke. The Recipient will also support maintenance of the Telestroke system in Ontario, including enabling physician availability, the maintenance of equipment and the provision of technical support to the program.

The Recipient will continue to work with the Ontario Stroke Network, London Health Sciences Centre and the eHO Emergency Neurosurgery Image Transfer System (ENITS) team in order to leverage the ENITS infrastructure and platform to support Telestroke.

The Recipient will report quarterly to the Ministry on the progress of the integration with ENITS and on provincial telestroke metrics.

| <b>Item</b>                              | <b>Deliverable(s)</b>  | <b>Due Date(s)</b> |
|--|--|--------------------|
| Establish New Telestroke Referring Sites | <ul style="list-style-type: none"> <li>Addition of 3 new Telestroke referring sites</li> </ul>   | March 31, 2013     |
| Transition to New Technology             | <ul style="list-style-type: none"> <li>100% neurologists transitioned from eFilm to the eHO ENITS platform for CT image viewing</li> </ul> | March 31, 2013     |

## C2.6) First Nations Telemedicine for Addictions

The Recipient will deploy telemedicine equipment to 26 First Nations communities, as identified by the Trilateral First Nations Health Senior Official Committee (TFNHSOC) Mental Health and Addictions Working Group, to support increased access to addictions services. The Recipient will provide the communities who receive the equipment with full membership and all associated benefits in the Recipient's organization, including training for community staff members, and scheduling, referral and change management support.

The funding amount, totalling \$136,500.00 annually, is intended to cover the membership fees for all 26 communities. The membership fees assessed for each community should pro-rated to reflect the total number of months within the Fiscal Year that the community has been on the Recipient's network. The Recipient will be responsible for supporting Telemedicine readiness (including, but not limited to site assessments and network uplifts), deployment, installation, and training in the communities identified to receive First Nations Telemedicine for Addictions equipment. In the current Funding Year any portions of the First Nations Telemedicine for

Addictions Funding that are not used for membership fees are to be used to support Telemedicine readiness, deployment, installation, and training in the identified communities.

The Recipient will work with the TFNHSOC Mental Health and Addictions Working Group, Health Canada, the Community Wellness and Development Teams, the Chronic Care and Aboriginal Health Strategy Unit, eHealth Liaison Branch, and other appropriate stakeholders to form a task force to facilitate the deployment of the telemedicine addictions equipment to the 26 identified communities. The task force will focus on:

- supporting change management in communities;
- the integration of telemedicine into care delivery models in the communities;
- the facilitation of telemedicine training of community members;
- supporting the development of addictions-specific telemedicine programs that are holistic in nature; and,
- respecting Ownership, Control, Access and Possession principles governing management of First Nations data.

The Recipient will ensure that the work of the task force is validated and approved by the TFNHSOC Mental Health and Addictions Working Group.

The Recipient will ensure that the work undertaken to support First Nations Telemedicine for Addictions is aligned with the First Nations elements of the Ontario Child and Youth Telepsychiatry Program expansion being undertaken by the Ministry of Children and Youth Services (C2.1).

The Recipient will provide the eHealth Liaison Branch, and the Chronic Care and Aboriginal Health Unit, Health System Strategy and Policy Division with quarterly reports to inform the Ministry of the progress of the equipment deployment and implementation, and associated challenges, as well as telemedicine utilization statistics for each community.

### **C2.7) Telemedicine Transformation Projects**

The Recipient will undertake work towards the completion of the Telemedicine Transformation Projects based on the work plan and individual project budgets outlined in the 2012/13 Operational Service Plan as approved by the Ministry.

The Recipient will report to Ministry quarterly on the progress of this project. The Recipient will also report to the Ministry should any changes occur that impact the work of this project. No changes will be made to the Telemedicine Transformation Projects Business Plans without prior consent from the Ministry.

#### **C2.7.1) PC-based Videoconferencing (PCVC)**

The Recipient will submit a separate PCVC Business Plan to the Ministry no later than November 30, 2012 for Ministry approval. This plan will outline all appropriate project planning and budgeting for the PCVC project over the 2012/13 and 2013/14 Fiscal Years. This plan will also include an outline of all the PCVC-related policy work that the Recipient identifies is needed to support the project.

In the 2012/13 Fiscal Year the Recipient will achieve and report to the Ministry against the following Deliverables, Outcomes and associated Funding:

| Due Date          | Deliverables  |
|-------------------|---|
| December 31, 2012 | <ul style="list-style-type: none"> <li>On-boarded 100 PCVC users using basic Vidyo videoconference client</li> <li>Completed implementation of a redundancy solution to ensure service reliability and up-time and also to support future emergency service</li> <li>Developed documents and trained RECIPIENT staff to support Mac users</li> <li>Completed PIA and implemented recommendations for PCVC</li> <li>Implemented first stage of provisioning process and resources to activate access to service in 3 to 4 days (does not include time taken for validate user's identity)</li> <li>Completed PCVC for Acute Care Channel Pilot and submitted final report</li> <li>Designed and tested a solution for simultaneous use of PCVC and 3M Littman Stethoscope for use with PCVC, and submitted a final report to the Ministry</li> </ul> |
| March 31, 2013    | <ul style="list-style-type: none"> <li>Onboarded 100 PCVC users using basic Vidyo videoconference client</li> <li>Deployed first version of "Personal Videoconference" web-portal</li> <li>Replaced basic Vidyo interface with Telemedicine Centre web portal to support scaling of PCVC service, i.e., launched single point of access web portal login for PCVC</li> <li>Implement online user on-boarding process and single sign-on</li> <li>Tested special-purpose PCVC applications in the field, i.e., a telemedicine nurse taking PCVC to a patient's home using 4G mobile connectivity</li> </ul>  |

### C2.7.2) eConsult Service Development

The Recipient will initiate development of the eConsult application needed to support telemedicine services. In addition, the Recipient will work the Ministry, eHealth Ontario and OntarioMD to develop a framework for a provincial eReferral and eConsult utility.

The Recipient will serve as project manager and lead developer for this eConsult application. In this function the Recipient will regularly liaise and consult with the Ministry, eHealth Ontario and OntarioMD, as well as other stakeholders, to ensure that the project meets stakeholder needs, is scalable and integrates with provincial eHealth architecture.

In the 2012/13 Fiscal Year the Recipient will achieve and report to the Ministry against the following Deliverables, Outcomes and associated Funding:

| Due Date          | Deliverables  |
|-------------------|---|
| December 31, 2012 | <ul style="list-style-type: none"> <li>Completed planning roadmap and framework for the development of an integrated eConsult solution for Ontario in consultation with eHealth Ontario</li> </ul>                                    |
| March 31, 2013    | <ul style="list-style-type: none"> <li>Completed an initial development/ release of an eConsult prototype for basic PHI document exchange for telemedicine</li> <li>Completed PIA and TRA for a proposed eConsult solution</li> </ul> |

### C2.7.3) Telemedicine Centre

The Recipient will undertake the development of Telemedicine Transformation Initiatives, including a Telemedicine Centre, Identify Access and Privacy, and revised provisioning as outlined in the June, 2012 "Telemedicine Transformation Initiatives" submission and the Recipient's Operational Service Plan.

In the 2012/13 Fiscal Year the Recipient will achieve and report to the Ministry against the following Deliverables, Outcomes and associated Funding:

| Due Date | Deliverables |
|----------|--------------|
|----------|--------------|

|                   |  |
|-------------------|--|
| December 31, 2012 | <ul style="list-style-type: none"> <li>Completed first stage of the development of the Telemedicine Centre, and its initial service applications and core support processes</li> <li>Launched Telemedicine Centre to current PCVC users and migrated their accounts</li> <li>Finalized design and transition process for users to migrate to eHealth Ontario's One-ID user identity service</li> </ul> |
| March 31, 2013    | <ul style="list-style-type: none"> <li>Developed Telemedicine Centre marketing and adoption plan, including the development of processes for A&amp;M Support Specialists and the integration of the Telemedicine Centre with the Telemedicine Directory and Learning Centre</li> <li>Initiated transition of founding users to eHO One-ID authentication.</li> </ul>                                   |

#### **C2.7.4) Telemedicine Directory**

In the 2012/13 Fiscal Year the Recipient will achieve and report to the Ministry against the following Deliverables, Outcomes and associated Funding:

| <b>Due Date</b>   | <b>Deliverables</b>   |
|-------------------|---|
| December 31, 2012 | <ul style="list-style-type: none"> <li>Published contact information for 200 sites</li> <li>Increased listing of 100 new consultants in OTN's Directory</li> </ul>  |
| March 31, 2013    | <ul style="list-style-type: none"> <li>Conducted Referrer Survey</li> <li>Marketed OTN's Telemedicine Directory to health care providers via email and through displays at medical conferences</li> <li>Developed and delivered seminars through the Telemedicine Centre to increase telemedicine utilization and adoption</li> <li>Published contact information for 200 sites</li> <li>Increased listing of 100 new consultants in OTN's Directory</li> </ul> |

#### **C2.7.5) Identity Access Management**

In the 2012/13 Fiscal Year the Recipient will achieve and report to the Ministry against the following Deliverables, Outcomes and associated Funding:

| <b>Due Date</b>   | <b>Deliverables</b>  |
|-------------------|--|
| December 31, 2012 | <ul style="list-style-type: none"> <li>Grandfathered existing PCVC users as per new IAM governance model</li> <li>Completed data cleansing process across all systems (including LDAP, CRM, TSM, Remedy, D2L) and standardized user name format</li> <li>Developed and launched a registration &amp; enrollment automated solution in the Telemedicine Center to support onboarding of new PCVC users (Self-serve and Assisted models) and single sign-on</li> </ul> |
| March 31, 2013    | <ul style="list-style-type: none"> <li>Established user validation processes for all PCVC users in keeping with eHO's federated model (Assurance Level 2)</li> </ul>   |

#### **C2.7.6) Provisioning**

In the 2012/13 Fiscal Year the Recipient will achieve and report to the Ministry against the following Deliverables, Outcomes and associated Funding:

| <b>Due Date</b>   | <b>Deliverables</b>  |
|-------------------|--|
| December 31, 2012 | <ul style="list-style-type: none"> <li>Completed automation of the revised PCVC users' online support service request form</li> </ul>  |
| March 31, 2013    | <ul style="list-style-type: none"> <li>Completed integration of OTN's current application process (Sales Force Automation Form) with Telemedicine onboarding &amp; enrollment process for the PCVC service</li> <li>Completed development and implementation of OTN's deactivation process to support</li> </ul> |

|  |   |
|--|---|
|  | internal and eHealth Ontario's ONE ID integrated solution |
|--|---|

**SCHEDULE "B"**  
**FUNDS AND BUDGET**

**FUNDING**

| <b>Funding Type</b>    | <b>Amount</b> | <b>Funding Period</b>  |
|------------------------|---------------|--|
| Maximum Base Funds     | \$22,500,000  | For each Funding Year from the Effective Date until the Maximum Base Funds change, or the Agreement is terminated. |
| Maximum One-Time Funds | \$13,272,862  | For the 2012/13 Funding Year   |

**BUDGET**

| <b>Maximum Base Funding</b>  |                     |                     |
|------------------------------|---------------------|---------------------|
| <b>Project/Activity Name</b> | <b>Dollars</b>      | <b>Funding Year</b> |
| Telemedicine Base Funding    | \$22,500,000        | 2012/13             |
| <b>Total</b>                 | <b>\$22,500,000</b> | <b>2012/13</b>      |

| <b>Maximum One-Time</b>                           |                     |                     |
|---|---------------------|---------------------|
| <b>Project/Activity Name</b>                      | <b>Dollars</b>      | <b>Funding Year</b> |
| Telehomecare Expansion Project                    | \$2,186,925         | 2012/13             |
| Teleophthalmology Sustainment                     | \$300,000           | 2012/13             |
| Telemedicine Network Circuits                     | \$9,183,537         | 2012/13             |
| Telestroke  | \$365,000           | 2012/13             |
| Ontario Children and Youth Telepsychiatry Program | \$100,900           | 2012/13             |
| Transformation Projects                           | \$1,000,000         | 2012/13             |
| First Nations Telemedicine for Addictions         | \$136,500           | 2012/13             |
| <b>Total</b>                                      | <b>\$13,272,862</b> | <b>2012/13</b>      |

**SCHEDULE “C”**  
**PAYMENT PLAN**

Maximum Base Funding

For the purposes of this Schedule, “Funding Period” means the period beginning on the 1<sup>st</sup> business day of a week and ending on the last business day of the 2<sup>nd</sup> following week, and “Funding Periods” shall have the corresponding meaning.

The Province shall provide:

- (a) the first installment of Maximum Base Funding for the period commencing on the Effective Date and ending on the last day of the Funding Period that immediately precedes the date on which the Province provides the first installment of Funds; and
- (b) all other installments of Maximum Base Funding in equal amounts over future Funding Periods.

Maximum One-Time Funding

The Province shall provide the Funds in instalments as it determines.

## SCHEDULE "D"

### REPORTS

#### Definitions

For the purposes of this Schedule, the following words shall have the following meanings:

"**Quarter**" means either Q1, Q2, Q3 or Q4;

"**Q1**" means the period commencing on April 1st and ending on the following June 30<sup>th</sup>;

"**Q2**" means the period commencing on July 1st and ending on the following September 30<sup>th</sup>;

"**Q3**" means the period commencing on October 1st and ending on the following December 31<sup>st</sup>;

"**Q4**" means the period commencing on January 1st and ending on the following March 31<sup>st</sup>.

| Name of Report   | Reporting Period            | Due Date  |
|--|-----------------------------|---|
| 1. Financial Reports for the Funding Year                    | Q1                          | July 31, or a date as determined by the Province    |
|  | Q2                          | October 31, or a date as determined by the Province |
|  | Q3                          | January 31, or a date as determined by the Province |
|  | Q4                          | April 30  |
| 2. Interim Program and Project Reports in every Funding Year | Q1                          | July 31, or a date as determined by the Province    |
|  | Q2                          | October 31, or a date as determined by the Province |
|  | Q3                          | January 31, or a date as determined by the Province |
|  | Q4                          | April 30  |
| 3. Annual Reconciliation                                     | For the entire Funding Year | June 30 of the following                            |



| Name of Report   | Reporting Period   | Due Date  |
|--|--|---|
| Report in every Funding Year                                   |  | Funding Year  |
| 4. Audited Financial Statement in every Funding Year including | For the entire Funding Year                                    | June 30 of the following Funding Year                 |
| 5. Final Program Report in every Funding Year                  | For the entire Funding Year                                    | June 30 of the following Funding Year                 |
| 6. Draft Annual Service Plan                                   | For the following Funding Year, or as directed by the Province | By August 1, or a date as determined by the Province  |
| 7. Final Annual Service Plan                                   | For the following Funding Year, or as directed by the Province | By October 1, or a date as determined by the Province |
| 8.1 Telehomecare Reports: Project Charter 2.2                  | For the 2012/13 Funding Year                                   | By November 15, 2012                                  |
| 8.2 Telehomecare Reports: Project Charter 2.3                  | For the 2013/14 Funding Year                                   | By January 1, 2013                                    |
| 8.3 Telehomecare Reports: Risks and Issues Report              | Q1   | July 31, or a date as determined by the Province      |
|  | Q2   | October 31, or a date as determined by the Province   |
|  | Q3   | January 31, or a date as determined by the Province   |
|  | Q4   | April 30  |
| 9. Additional Telemedicine Reporting Metrics                   | Q2   | October 31, or a date as determined by the Province   |
|  | Q4   | April 30  |

## **Report Details**

### **1. Financial Reports**

The Recipient shall prepare and submit all financial reports as directed by the Province. The reports should:

- a) Provide details of the Budget, spending on Base operations and One-Time initiatives, a calendarized forecast, and year-to-date actuals. Variances are required to be provided with detailed explanations for project variances that exceed 5% of the total annual Funding amount (including Base and One-Time Funds).
- b) Disclose all Additional Sources of Revenue including:
  - a. the legal name of the person or entity that provided money to the Recipient;
  - b. a detailed description of every project or service the Recipient delivered or provided in exchange for money, and
  - c. the total amount of Additional Sources of Revenue received by the Recipient in carrying out its corporate objects or mandate.

### **2. Interim Program and Project Reports**

The Recipient shall provide the Ministry with quarterly Program and Project Reports, modelled after the Annual Service Plan for:

- (a) all Core Service and Activities as described in Section A of Schedule "A";
- (b) the Telemedicine Support Service as described in Section B of Schedule "A"; and
- (c) the Base and One-Time Funded Projects as described in Section C of Schedule "A";

The interim reports shall contain progress reports on the all services and activities required to be carried-out as identified in Schedule "A", including all projects associated with Base and One-Time Funds, and achievements against Performance Targets. All reports must include variance analyses and an explanation for any significant variances.

### **3. Annual Reconciliation Report**

The Recipient shall:

- (a) prepare the annual reconciliation report using a reporting system as directed by the Province;
- (b) include details as directed by the Province;
- (c) shall ensure that the annual reconciliation report is signed on behalf of the Recipient by an authorized signing officer; and
- (d) provide the annual reconciliation report to the Province at the address set out in Article 17.

#### **4. Audited Financial Statement**

The Recipient shall prepare the audited financial statement in accordance with Canadian generally accepted accounting principles, and attested to by a licensed public accountant.

The audited financial statements will capture all Funding, as well as all Additional Sources of Revenue.

#### **5. Final Program Report**

The Recipient shall:

- (a) provide a statement about whether and how the Recipient completed the Program, including details requested by the Province; and
- (b) shall ensure that the final program report is signed on behalf of the Recipient by such number of signing officers as the Province may require.

This report must include a description of all of the revenues and expenses of the Recipient, and must describe the extent to which the Recipient achieved its goals and objectives for the year as set out in its Annual Service Plan. If any of those goals or objectives were not achieved, the report must include a description of the reasons that they were not achieved, and the measures that the Recipient plans to take to achieve them. If the Recipient considers that any of those goals and objectives cannot be achieved, the report must include a description of the reasons that they cannot be achieved, and the measures that the Recipient plans to take to take as a result. Additionally, this final report must also document the outputs and outcomes of the services and activities identified in Schedule "A".

#### **6. Draft Annual Service Plan**

The Recipient shall submit the draft annual service plan that includes funding requirements, covering a minimum of Funding Years 2013/14 to 2015/16.

The Annual Service Plan will identify and describe all of the Recipient's Additional Sources of Revenue from the previous Funding Year and the Recipient's planned use of the Additional Sources of Revenue in the current Funding Year. Each Annual Service Plan shall contain a detailed project plan for all work to be undertaken by the Recipient, project budgets, funding requirements and Telemedicine performance forecasts.

#### **7. Final Annual Service Plan**

The Recipient shall:

- (a) submit the final annual service plan that includes funding requirements, covering a minimum of Funding Years 2013/14 to 2015/16 (The Annual Service Plan will identify and describe all of the Recipient's Additional Sources of Revenue from the previous Funding Year and the Recipient's planned use of the Additional Sources of Revenue in the current Funding Year. Each Annual Service Plan shall contain a detailed project plan for all work to be undertaken by the

Recipient, project budgets, funding requirements and Telemedicine performance forecasts); and

- (b) shall ensure that the final annual service plan is signed by an authorized representative of the Recipient which shall include at a minimum the CEO and the CFO.

The Final Annual Service Plan will be used by the Ministry to determine the level and allocation of funding, if any, in future years

**8. Telehomecare Reports**

**8.1 Telehomecare Report: Project Charter 2.2**

The Recipient shall submit to the Ministry an updates and revised Project Charter that includes the Telehomecare rollout, deployment and implementation plan for the Central West, Toronto Central and North East LHINs, including the procurement plans, and all milestones, deliverables, timeframes and budgetary information for the 2012/13 Funding Year.

**8.2 Telehomecare Report: Project Charter 2.3**

The Recipient shall submit to the Ministry a Project Charter that includes the implementation plan for Telehomecare rollout, deployment and implementation in additional LHINs, a Telehomecare technology refresh plan, and all milestones, deliverables, timeframes and budgetary information for the 2013/14 Funding Year.

**8.3 Telehomecare Report: Risks and Issues Report**

The Recipient shall submit quarterly reports to the Ministry on the management of Telehomecare technology issues and risks, their impact on program implementation and adoption, and mitigation strategies to address any such issues.

**9. Additional Telemedicine Reporting Metrics**

The recipient shall submit semi-annually a report to the Ministry on Telemedicine program and service metrics as described below:

| Telemedicine Strategy Map Strategic Goals             | Telemedicine Measures/ Dimensions of Performance | Proposed Performance Indicators/Metrics   |
|---|--|---|
| Telemedicine Capability, Availability and Scalability | Manage OTN Resources efficiently                 | <ul style="list-style-type: none"> <li>• % of expenditures by major category (e.g. Administration, Service Delivery, Projects, etc.)*</li> <li>• Cost per event by type*</li> <li>• Site activation and support costs by site*</li> <li>• % self-scheduled events from all events scheduled</li> <li>• Load and capacity factor by system (i.e. % usage based on an assumed 7 hours of available telemedicine time per business day)</li> </ul> |
| Telemedicine  | Install and implement                            | <ul style="list-style-type: none"> <li>• % disrupted telemedicine events</li> </ul>   |

|  |   |   |
|--|---|---|
| Capability, Availability and Scalability   | telemedicine technology and functionality   |   |
| Telemedicine Adoption  | Promote adoption of telemedicine  | <ul style="list-style-type: none"> <li>• # and % of sites by type</li> <li>• % growth rate in telemedicine events (by type and sector e.g. Long-Term Care, Community, Hospital, Primary Care)</li> <li>• # and % growth rate of requesting and consulting physicians utilizing telemedicine*</li> <li>• # and % of “active” vs. total # of physicians (active meaning participating in more than 12 events per year)</li> <li>• % of physicians with more than 5 and 25 events per quarter</li> <li>• # and % growth in health professionals utilizing telemedicine*</li> <li>• # of events at sites where there are telemedicine nurses by site and LHIN</li> <li>• # and % growth in membership</li> <li>• % of sites with more than one system*</li> </ul> |
| Provision of Care Increase productive use and appropriate allocation of resources across the system through adoption of telemedicine | Productivity/Direct <ul style="list-style-type: none"> <li>• Facilitate peer-to-peer collaboration</li> <li>• Increase appropriate referrals</li> <li>• Decrease unnecessary transfers</li> <li>• Reduce travel costs</li> <li>• Increase appropriate health system use</li> <li>• Increase HHR efficiency &amp; effectiveness</li> <li>• Support HHR development (e.g. CME)</li> <li>• Reduce clinician isolation</li> </ul> | <ul style="list-style-type: none"> <li>• Estimated Northern Health Travel Grant cost avoidance (i.e. in LHINs 13 and 14)* including kilometres of travel avoided and pollutant load avoided</li> <li>• Total # and % of clinical, education, and administrative events by site and type (including breakdown of videoconferencing vs. asynchronous events; telehomecare events; webcasting etc.) plus identification of top and bottom 10% of users</li> <li>• Average # of sites participating in videoconferenced education events</li> </ul>   |
| Provision of Care Increase access to key health care services through adoption of telemedicine                                       | Access/Direct: <ul style="list-style-type: none"> <li>• Increase access to specialist</li> <li>• Enable remote access</li> <li>• Reach under serviced populations</li> <li>• Provide access for confined patients</li> <li>• Support frontline clinicians.</li> </ul>   | <ul style="list-style-type: none"> <li>• % consults by major therapeutic area of care</li> <li>• # of specialties/sub-specialties available through telemedicine*</li> <li>• # of patients served</li> <li>• # of unique patients vs. total # of patients</li> <li>• % of all patient (clinical) events in the North</li> <li>• # and type of activities with</li> </ul>  |

|   |   |  |
|---|---|--|
|   |   | <ul style="list-style-type: none"> <li>Aboriginal telemedicine networks</li> <li>% communities with Rurality Index for Ontario (RIO) scores greater than 40 that have telemedicine*</li> </ul>   |
| <b>Provision of Care</b><br>Improve patient-centredness, integration and quality of health services through telemedicine adoption   | <b>Quality/Direct</b> <ul style="list-style-type: none"> <li>Facilitate health system integration</li> <li>Support coordination of care</li> <li>Increase continuity of care</li> <li>Support timeliness of care</li> </ul>   | <ul style="list-style-type: none"> <li>Patient and provider satisfaction rates regarding availability and quality of health care services through telemedicine*</li> <li># of hosted and participated events per site by LHIN</li> </ul>   |
| <b>Health Status and Outcomes</b><br><br>- Improve healthy behaviours, health promotion and disease prevention through adoption of telemedicine<br>- Improve clinical outcomes associated with telemedicine | <b>Quality/Consequential</b> <ul style="list-style-type: none"> <li>Adherence to CPG for CDM</li> <li>Improve self-education</li> <li>Improve prevention</li> <li>Improve diagnosis</li> <li>Increase patient safety</li> <li>Reduce mortality and morbidity</li> <li>Improve telehealth specific outcomes</li> </ul> | <ul style="list-style-type: none"> <li># of telehomecare patient enrolled and discharged by disease, by LHIN</li> <li># of telestroke patients/clinical events by site</li> <li>% of telestroke events resulting in TPA administration</li> <li># of events per MCYS-OCYTP site</li> </ul> |
| <b>Health System Sustainability and Equity</b>  | <b>Productivity/Consequential</b> <ul style="list-style-type: none"> <li>Enhance HHR recruitment and retention</li> <li>Others – TBD</li> </ul>   | <ul style="list-style-type: none"> <li>Total spending on telemedicine by fiscal year*</li> <li>% budget spent to enable telemedicine delivery in the North*</li> </ul>   |

|                                |  |
|--------------------------------|--|
| <b>Addictions</b>              | # of events per addictions site  |
|                                | # of addictions equipment deployed, including installation and training (as necessary) dates |
|                                | # of events at First Nations sites with Telemedicine Addictions Equipment                    |
| <b>Transformation Projects</b> | # of consultants in the Telemedicine Directory   |
|                                | # of PCVC users  |
|                                | # of telemedicine events delivered with PCVC   |
|                                | # and % of PCVC events by therapeutic area of care   |
|                                | # and kind of health facilities using PCVC   |
|                                | # of events booked through the Telemedicine Centre   |
|                                | # of users enrolled in the Telemedicine Centre   |
|                                | Average # of Telemedicine Centre log-ins per month   |
|                                | # of users enrolled in the Telemedicine Centre   |
|                                | # of self-provisioned PCVC users   |
|                                | # of users operating under new IAM governance model  |

|  |   |
|--|---|
|  | # of Sites with contact information published in the Telemedicine Directory |
|--|---|

\* These indicators may be reported on an annual basis as part of the Final Report, and need not be submitted quarterly. While reported annually, patient and provider satisfaction surveys need only be completed every 2 years.

Note that North means LHINs 13 and 14.

**SCHEDULE "E"**

**DECLARATION**

**To:** Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care

**From:** Ray Marshall  
Chair, Board of Directors  
Ontario Telemedicine Network

**Re:** Ontario Telemedicine Network's Annual Conflicts of Interest Declaration

This declaration is provided pursuant to section 6.4(b) of the grant agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care and Ontario Telemedicine Network dated 1st day of April, 2012 (Agreement).

On behalf of Ontario Telemedicine Network, I hereby certify and confirm that all members of the board of directors and all senior executives of Ontario Telemedicine Network have complied with (i) the Conflict of Interest requirements in the Agreement, and (ii) Ontario Telemedicine's internal Conflict of Interest Policies, during the past Funding Year up to March 31, 2013.

Dated this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_ by,

\_\_\_\_\_  
Name:

Title: Chair, Board of Directors  
ONTARIO TELEMEDICINE NETWORK