MEMORANDUM OF UNDERSTANDING
("MOU")

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Health and Long-Term Care

("MOHLTC")

- and -

Cancer Care Ontario

("CCO")

INTRODUCTION

1. Purpose

a. The purpose of this Memorandum of Understanding (MOU) is to:

i. set out the accountability relationships between the Minister and the Chair on behalf of CCO;

ii. clarify the roles, responsibilities, relationships and mutual expectations of the Ministry (including the Minister and the Deputy Minister) and CCO (including the Chair, the Board and the CEO);

iii. consistent with good governance principles, confirm the accountability mechanisms of CCO and the Ministry as well as the framework for accountability between the Chair and the Minister; and

iv. specify the principles and administrative procedures that CCO should follow in support of its accountability requirements, within a framework that recognises the legislative responsibilities of CCO and facilitates the achievement of its mandate.

b. This MOU should be read together with the *Cancer Act* and the Accountability Agreement. This MOU does not affect, modify or limit the powers of CCO as set out in the *Cancer Act*, or interfere with the responsibilities of any of its parties as established by law.

c. In case of a conflict between this MOU and any of the following:

i. an act or regulation;

ii. one or more Directives; or

iii. the Accountability Agreement,

the *Act*, regulation, any Directive, or the Accountability Agreement will prevail over the MOU in that order.

2. Definitions

a. In this MOU, in addition to any other terms defined herein, the following terms shall have the respective meanings indicated below:

"Accountability Agreement" means the Accountability Agreement entered into by the parties and signed as of February 19, 2015, as amended.

"AAD" means the Treasury Board/Management Board of Cabinet Agencies & Appointments Directive.

"Annual Business Plan" means the annual business plan described in section 19 of this MOU.

"Annual Report" means the annual report described in section 20 of this MOU.

"Auditor General Act" means the *Auditor General Act*, R.S.O. 1990, c. A. 35, as amended from.

"Board" means the members of CCO as appointed by the Lieutenant Governor in Council under the *Cancer Act* to govern CCO.

"Cancer Act" means the *Cancer Act*, R.S.O. 1990, c. C.1, as amended from time to time, or any legislation enacted in addition or in substitution for it, and any regulation made under it, that governs CCO.

"CCO" means Cancer Care Ontario established under the *Cancer Act*.

"CEO" means the Chief Executive Officer of CCO.

"Chair" means the Chair of the CCO Board.

"Communications Protocol" means the communications protocol set out in Appendix "B".

"Corporations Act" means the *Corporations Act*, R.S.O. 1990, c. C.38, as amended or replaced.

"Corporations Information Act" means the *Corporations Information Act,* R.S.O. 1990, c. C.39, as amended or replaced.

"Deputy Minister" means the Deputy Minister of Health and Long-Term Care.

"Directives" means:

(a) the government directives listed in Appendix "A";

(b) any policies and guidelines issued under or in connection with the directives listed in Appendix "A";

(c) any directives the government may establish from time to time that apply to CCO; and

(d) any policies and guidelines issued under or in connection with the directives that the government may establish from time to time that apply to CCO.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

"Government" means the Government of Ontario.

"IPC" means the Information and Privacy Commissioner of Ontario.

"LHIN" means a Local Health Integration Network established pursuant to the *Local Health System Integration Act, 2006*.

"MBC" means Management Board of Cabinet.

"Member" means a person appointed by the Lieutenant Governor in Council under the *Cancer Act* to the Board.

"Minister" means the Minister of Health and Long-Term Care.

"Ministry" means the Ministry of Health and Long-Term Care.

"MOU" means this Memorandum of Understanding.

"**Party**" means either CCO or the Ministry.

"Parties" means the Ministry and CCO.

"Personal Information" has the meaning set out in FIPPA.

"Personal Health Information" has the meaning set out in PHIPA.

"**PHIPA"** means the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Schedule A, as amended from time to time.

"Policies" means policies, guidelines and procedures established by the Government or the Ministry as the case may be.

"PSOA" means the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Schedule A, as amended from time to time.

"TB/MBC" means Treasury Board and Management Board of Cabinet.

3. CCO's Legal Authority and Mandate

a. CCO's legal authority and mandate are set out in the *Cancer Act* and the Accountability Agreement.

b. The Ontario Cancer Treatment and Research Foundation was established in 1943 and was continued under the *Cancer Act*.

c. By Supplementary Letters Patent issued on May 28, 1997, the name of the Ontario Cancer Treatment and Research Foundation was changed to Cancer Care Ontario.

d. CCO is a corporation without share capital and is governed by the *Cancer Act* and the *Corporations Act*. The *Corporations Information Act* applies to CCO.

e. CCO will comply with all applicable laws in carrying out its duties and responsibilities under the *Cancer Act* and this MOU.

f. CCO is prescribed in O. Reg. 374/07 made under the PSOA as a "public body" for the purposes of the PSOA. As a public body, CCO's board of directors and employees are public servants to which Parts IV (Ethical Conduct), V (Political Activity) and VI (Disclosing and Investigating Wrongdoing) of the PSOA apply. With respect to conflict of interest, CCO is subject to the conflict of interest rules in O. Reg. 381/07 made under the PSOA, unless the Conflict of Interest Commissioner has approved conflict of interest rules for CCO under section 59 of the PSOA.

g. As necessary to further its object and mandate, CCO has the authority under PHIPA to collect, use and disclose Personal Health Information.

4. CCO's Status and Agency Classification

a. CCO is a board-governed provincial agency, operational service type, under the AAD, and is subject to and shall comply with the Directives and Policies.

b. Where TB/MBC or anybody with the authority to make directives that would ordinarily apply to CCO, specifically exempts CCO from the directive, the exemption to the directive will only apply to CCO if the Ministry communicates the exemption to CCO in writing.

c. If TB/MBC consults with the Ministry on new directives applicable to a board-governed operational service provincial agency, or any other directive that may have an impact upon CCO, Ministry will, if Ministry is able to do so, notify CCO and obtain CCO's feedback.

5. Guiding Principles

a. The principles outlined below have guided the identification of the respective roles and responsibilities of the Ministry and CCO under the accountability relationship between them.

b. The Minister represents the interests of the people of Ontario and may set out Policies for CCO's operations.

c. The Ministry applies the principles of stewardship to guide and direct the health system. Working with the Minister, it establishes overall strategic priorities that are supported by outcome-focused performance monitoring and sustainable investment.

d. The Board is responsible for the overall governance of the affairs of CCO and for ensuring that CCO's strategic, business and operational plans, policies and activities are consistent with the Policies, and are communicated to the Ministry as set out in this MOU.

e. The Minister recognizes that CCO is a statutory entity that exercises powers and performs duties in accordance with its legislative mandate and all applicable law.

f. The Minister acknowledges that CCO plays a meaningful role in the development of the policies and programs of the government, as well as in the implementation of those policies and delivery of programs.

g. The Board directs the affairs of CCO so as to ensure its fulfillment of its mandate. CCO shall be responsible for its day-to-day operations.

h. The Board acknowledges that accountability is a fundamental principle to be observed in the management, administration and operations of CCO. The Board acknowledges that accountability to the Government means direct accountability to the Minister. The Board shall report to and communicate with the Minister through the Chair.

i. As an agency of the government, CCO conducts itself according to the management principles of the Government. These principles include ethical behaviour, accountability, and excellence in management; prudent, efficient and lawful use of public resources; high-quality service to the public and openness and transparency to the extent allowed under the applicable legislation.

j. The Parties commit to a coordinated approach to the health care system in Ontario and shall work with the LHINs and other governmental agencies to avoid duplication of services. The services provided by CCO shall be consistent with the Policies.

k. Ongoing consultation and timely exchange of information between the Minister and Ministry, on the one hand, and the Board and CCO, on the other, is essential to carry out the purposes of this MOU.

6. Privacy and Confidentiality of Personal Health Information

a. CCO will put in place practices and procedures to protect the privacy of the individuals whose Personal Health Information it collects and to maintain the confidentiality of such information, and will consult with the IPC as necessary, in doing so. All such practices and procedures shall comply with applicable law regarding the collection, use and disclosure of Personal Health Information.

7 Accountability Relationship

a. The governance model for CCO incorporates an accountability relationship designed to assure oversight of CCO, while providing CCO with the flexibility required to manage its business and operations.

8. Accountability of the Minister

a. The Minister is accountable:

i. to Cabinet and the Legislative Assembly for reporting and responding to the Legislative Assembly on the affairs of CCO.

ii. for attesting, reporting and responding to TB/MBC on CCO's performance and compliance with the Directives and Policies.

iii. to Cabinet for the performance of CCO and its compliance with the Directives and Policies.

iv. for receiving and ensuring that CCO's Annual Report is tabled in the Legislative Assembly.

9. Accountability of the Deputy Minister

a. The Deputy Minister is accountable to the Secretary of the Cabinet and the Minister for the performance of the Ministry in providing administrative and organizational support to CCO and for carrying out the roles and responsibilities assigned by the Minister, the *Cancer Act*, the Directives, and this MOU.

10. Accountability of the Chair

a. The Chair is accountable:

i. to the Minister for the performance of CCO in fulfilling its mandate, and for carrying out the roles and responsibilities assigned to the Chair by the *Cancer Act*, the Directives and this MOU.

ii. for reporting to the Minister, as requested, on CCO's activities.

iii. for ensuring timely communications with the Minister regarding any issue that affects, or can reasonably be expected to affect, the Minister's responsibilities for CCO.

11. Accountability of the Board of Directors

a. The Board is accountable to the Minister, through the Chair, for the oversight and governance of CCO, setting goals, objectives and strategic direction for CCO within its mandate, and for carrying out the roles and responsibilities assigned to it by the *Cancer Act*, the Directives, and this MOU.

12. Accountability of the CEO

a. The CEO is accountable to the Board, through the Chair, for the management of CCO's operations and staff. The CEO works under the direction of the Chair to implement CCOs policy and operational decisions. The CEO reports CCO's performance results to the Board, through the Chair.

13. Roles and Responsibilities of the Minister

a. The Minister is responsible for:

i. Reporting and responding to the Legislative Assembly on the affairs of CCO;

ii. Attesting, reporting and responding to TB/MBC on CCO's performance and compliance with the Directives and Policies;

iii. Where required, recommending to TB/MBC the merger, any change to CCO's mandate or dissolution of CCO;

iv. Recommending to TB/MBC the powers to be given to, or revoked from, CCO when a change to the mandate of CCO is being proposed;

v. Determining at any time the need for a review or audit of CCO, and recommending to TB/MBC any changes to the governance or administration of CCO resulting from any such review or audit;

vi. When appropriate or necessary, taking action or directing that corrective action be taken with respect to CCO's administration or operations;

vii. Receiving the Annual Report from CCO and ensuring that the Annual Report is made available to the public after tabling it in the Legislative Assembly;

viii. Informing the Chair of the government's priorities and Policies;

ix. Consulting, as appropriate, with the Chair (and others) on significant new directions or when the Government is considering regulatory or legislative changes for CCO;

x. Developing CCO's MOU with the Chair and signing it into effect after it has been signed by the Chair and approved by TB/MBC;

xi. Recommending to TB/MBC the CCO's MOU for approval;

xii. Developing Government priorities and Policies;

xiii. Recommending to TB/MBC the provincial funding to be allocated to CCO;

xiv. Directing the Chair to undertake reviews of CCO on a periodic basis and making recommendations to TB/MBC as may be required after such reviews are completed;

xv. Taking into consideration the advice and direction of CCO's Corporate Governance/Nominating Committee, as communicated through the Chair, prior to recommending any appointments or re-appointments to CCO's Board, while retaining the ultimate authority to make recommendations to the Lieutenant Governor-in-Council in this regard; and

xvi. Reviewing and approving CCO's Annual Business Plan.

14. Roles and Responsibilities of Deputy Minister

a. The Deputy Minister is responsible for:

i. Advising and assisting the Minister regarding the Minister's responsibilities for CCO;

ii. Advising the Minister on the requirements of the AAD and the Directives;

iii. Supporting the Minister in reviewing the performance targets, measures and results of CCO;

iv. Reviewing whether CCO's performance, accountability and reporting requirements, as provided for in this MOU, have been met, and identifying and recommending to the Minister any required corrective action(s);

v. Initiating processes for resolving issues, as directed by the Minister, and taking the necessary actions so that CCO cooperates with these processes and complies with the resulting decisions;

vi. Undertaking reviews of CCO as may be directed by the Minister;

vii. Negotiating with the Chair of CCO a draft MOU as directed by the Minister;

viii. Establishing a framework for reviewing and assessing CCO's business plans and any other reports, and advising the Minister on documents submitted to the Minister for review or approval;

ix. Facilitating regular briefings and consultations between Ministry officials and CCO management and staff;

x. Consulting with CCO's CEO or Chair, as needed, on matters of mutual importance, the Directives , and Ministry Policies;

xi. Undertaking a review of CCO and its operations as directed by the Minister;

xii. Co-operating with any review of CCO directed by the Minister or TB/MBC;

xiii. Recommending to the Minister, as may be necessary, the evaluation or review, including a risk-based review, of CCO or any of its programs, or changes to the management framework or operations of CCO;

xiv. Attesting to TB/MBC as required, to CCO's compliance with the mandatory accountability requirements set out in the AAD;

xv. Ensuring that the Ministry and CCO have the capacity and systems in place for on-going risk-based management, including appropriate oversight of CCO;

xvi. Undertaking timely risk-based reviews of CCO, its management or operations, as may be directed by the Minister or TB/MBC;

xvii. Submitting to the Minister, as part of the annual planning process, a risk assessment and management plan for each risk category;

xviii. Meeting with the Chair as needed or as directed by the Minister;

xix. Informing the Chair, in writing, of new government directives and exceptions to or exemptions in whole or in part from the Directives or Ministry Policies; and

xx. When required, submitting a report to the secretaries of TB/MBC on the wind-down of CCO, disposition of any assets, completion of any outstanding responsibilities by CCO, and the termination of any appointments.

15. Roles and Responsibilities of Chair

a. The Chair is responsible for:

i. Providing leadership to CCO's Board and to the CEO in the development and implementation of a long-term vision for CCO and communicating that vision to stakeholders;

ii. With advice and direction from CCO's Corporate Governance/Nominating Committee, establishing a performance contract for the CEO;

iii. Fulfilling the role of ethics executive for Members, promoting ethical conduct and ensuring that all Members are familiar with the ethical requirements of the PSOA and the regulations and the directives made under the PSOA, including in respect of conflict of interest, political activity and the protected disclosure of wrongdoing;

iv. Providing leadership to the Board and to the CEO, particularly with respect to the translation of Policies and strategic objectives into CCO's business plans and activities;

v. Ensuring, through the CEO, the implementation of actions that support the goals, objectives and strategic vision of CCO;

vi. Seeking new Policies for CCO from the Minister;

vii. Assisting Members in understanding their roles, responsibilities and obligations, and ensuring that all CCO Members receive appropriate orientation or training through an appropriate framework in a timely manner;

viii. Providing the Minister with all formal documents and reports on the affairs of CCO following Board approval;

ix. In consultation with the CEO and the Board, ensuring CCO's compliance with the Directives;

x. Submitting to the Minister CCO's Annual Report, Annual Business Plan, board agendas and minutes (excluding in camera agendas and minutes), as directed by the Board in accordance with submission dates established by the Ministry and CCO;

xi. Monitoring the performance of the Board in discharging its responsibilities;

xii. In consultation with the CEO and the Board, ensuring CCO's compliance with the Directives;

xiii. Communicating policy and strategic direction for CCO to the CEO;

xiv. Co-operating with any review or audit of CCO directed by the Minister or TB/MBC;

xv. Consulting with the Minister in advance regarding any activity which may have an impact on the Directives and any Ministry Policy, or on CCO's mandate, powers or responsibilities as set out in the MOU;

xvi. Reporting to the Minister as requested on CCO's activities within agreed upon timelines;

xvii. Developing CCO's MOU with the Minister and signing it on behalf of the Board;

xviii. Providing the Minister with a copy of every audit report, a copy of CCO's response to each report, and any recommendations in the report;

xix. Reviewing and approving claims for expenses of Members;

xx. Making sure that Members are aware of and comply with the Directives;

xxi. Making sure a process for responding to and resolving complaints from the public and CCO clients is in place; and

xxii. Carrying out effective public communications and relations for CCO as its chief spokesperson.

16. Roles and Responsibilities of the Board

a. The Board is responsible for:

i. Providing oversight of the affairs of CCO so as to fulfill its main mandate and objects in accordance with its approved Annual Business Plan and within CCO's main mandate as set out in the *Cancer Act* and this MOU;

ii. Advising and assisting the Minister regarding the Minister's responsibilities for CCO;

iii. Appointing, establishing the remuneration of, and evaluating the performance of the CEO pursuant to performance criteria established by CCO's Corporate Governance/Nominating Committee, and ensuring that the CEO is responsible and accountable for the leadership and effective management of CCO and implementation of CCO's business plans;

iv. Ensuring that a performance review system is in place for staff of CCO;

v. Directing the preparation of CCO's Annual Business Plan, Annual Report and other reports to the Ministry in keeping with the requirements of TB/MBC and this MOU and within the timelines established by the *Cancer Act*, the AAD or this MOU, as applicable;

vi. Ensuring that CCO uses public funds prudently, only for the business of CCO based on the principle of value for money, and within its approved budget allocation, all in compliance with applicable legislation and the Directives;

vii. Ensuring that CCO manages its affairs in compliance with the Directives;

viii. Providing overall direction to CCO, through the Chair, and setting overall priorities so as to fulfill CCO's main mandate;

ix. Ensuring that CCO funds are used with integrity, honesty, fairness and effective controllership;

x. Establishing such board committees or oversight mechanisms as may be required to advise the Board on effective management, governance or accountability procedures for CCO;

xi. Reviewing and approving the goals, objectives, and strategic directions for CCO within its main mandate as defined by the *Cancer Act* and this MOU;

xii. Ensuring that CCO operates in accordance with the Policies;

xiii. Directing, through the CEO, the affairs of CCO so as to fulfill its main mandate including the adoption of by-laws providing for the internal governance and operation of CCO, including conflict of interest requirements for the Members and Committee members;

xiv. Ensuring the establishment of performance measures, targets and management systems for monitoring and assessing CCO's performance, including commitments to attaining specific performance goals and reporting on performance against business plan or other objectives and monitoring and measuring the performance of CCO against those targets;

xv. Ensuring, through the CEO, the preparation of an Annual Report submitted to Ministry on performance measures, including achievements against targets, explanations for variances;

xvi. On the advice of the Board's Corporate Governance/Nominating Committee, selecting and appointing non-Members to Committees of the Board;

xvii. On the advice of the Board's Corporate Governance/Nominating Committee, making recommendations to the Minister with respect to appointments and re-appointments to the CCO Board;

xviii. Making decisions consistent with CCO's approved Annual Business Plan and ensuring that CCO operates within its allocation;

xix. Approving the MOU for CCO in a timely manner and authorizing the Chair to sign on the Board's behalf;

xx. Reviewing and approving CCO's Annual Business Plans, budget reports, annual and financial reports within the timelines set out in the Directives and this MOU or otherwise set out in the Accountability Agreement;

xxi. Arranging for audits of CCO as needed;

xxii. Directing corrective action on the functioning or operation of CCO, if needed;

xxiii. Co-operating with and sharing any relevant information on any risk-based or periodic review of CCO as directed by the Minister or TB/MBC;

xxiv. Directing the development of an appropriate risk management framework and a risk management plan and arranging for risk-based reviews and audits of CCO, as needed;

xxv. Ensuring that conflict of interest rules that CCO is required to follow, as set out in Ontario Regulations 381/07 made under the PSOA (or as have been approved and published by the Conflict of Interest Commissioner), are in place for the Members and CCO employees; and

xxvi. Providing advice to the government, through the Minister, on issues within or affecting CCO's main mandate and operations.

17. Roles and Responsibilities of the CEO

a. The CEO is responsible for:

i. Managing the day-to-day operations of CCO in accordance with the main mandate of CCO, the Directives, accepted business and financial practices, within the approved Annual Business Plan and this MOU and the Accountability Agreement;

ii. Establishing and applying a financial management framework for CCO to support decision-making;

iii. Preparing, for approval by the Board, a performance review system for staff, and implementing the system;

iv. Providing leadership and management to CCO staff, including financial resources management;

v. Leading the development of CCO's strategic plan and Annual Business Plan for approval by the Board;

vi. Advising the Chair and the Board on Directives and Ministry policies and programs , and CCO by-laws and policies;

vii. Developing and applying policies to ensure that CCO:

i uses public funds with honesty and integrity;

ii receives value for money; and

iii can demonstrate effective controllership, fairness and show transparency.

viii. Establishing appropriate systems and processes including establishing and applying a financial management framework for CCO to support decision making for the effective administration of CCO;

ix. Implementing policy decisions of the Board, establishing systems and managing activities of CCO in accordance with the Annual Business Plan and approved budget allocation and with CCO's By-laws;

x. Developing an appropriate risk management framework and ensuring a risk management plan is in place as directed by the Board;

xi. Preparing formal documents relating to the fulfillment of CCO's main mandate (including budgets, Annual Business Plans, reports and other documentation) for approval by the Board in accordance with required timetables;

xii. Managing the implementation of a conflict of interest policy for CCO staff and third party consultants;

xiii. Carrying out in-year monitoring of CCO's operational performance and reporting on it to the Chair and the Board;

xiv. Supporting the Chair and the Board in meeting their responsibilities;

xv. Seeking advice and support from the Ministry, as appropriate, on CCO management issues;

xvi. Fulfilling the role of ethics executive for public servants, other than government appointees, who work at CCO. Promoting ethical conduct and ensuring that all CCO employees are familiar with the ethical requirements of the PSOA and the regulations and directives made under that Act, including in respect of conflict of interest, political activity, and the protected disclosure of wrongdoing;

xvii. Consulting with the Deputy Minister of the Ministry on matters of mutual importance including on the Directives and Ministry Policies;

xviii. Co-operating in any review of CCO directed by the Minister or TB/MBC, and with any identified corrective action;

xix. Keeping the Board, through the Chair, informed with respect to implementation of Policies and the operations of CCO;

xx. Establishing a system for the creation, collection, maintenance and disposition of records;

xxi. Translating the goals, objectives and strategic directions of the Board into operational plans and activities in accordance with CCO's business plan;

xxii. Ensuring that CCO has the oversight capacity and effective oversight framework in place for monitoring its management and operations; and

xxiii. Establishing systems to ensure that CCO operates within its approved Annual Business Plan.

18. Communications Protocol

a. The Ministry and CCO shall follow the Communications Protocol.

19. Reporting Requirements

a. The Chair will ensure that, on or before October 31 in each year, or another date specified by the Minister, the Minister is provided annually with CCO's Annual Business Plan covering a minimum of three years from the current fiscal year, that includes a financial budget and a risk management plan, for approval within the timelines established by the Minister for this purpose.

b. The Chair is responsible for ensuring that CCO's Annual Business Plan meets the requirements of the AAD.

c. The Chair will ensure that the Annual Business Plan includes a risk assessment and risk management plan to assist the Ministry in developing its risk assessment and risk management plan information in accordance with the requirements of the AAD, to assess risks, develop and maintain necessary records and report to TB/MBC.

d. The Annual Business Plan shall include a three-year rolling budget (one year allocation and two-year planning allocations), the strategic objectives for CCO, and a statement of any performance measures CCO will meet.

e. The Minister will review CCO's Annual Business Plan and will advise the Chair promptly, and will make his best efforts to advise CCO no later than March 31 in each year whether or not the Minister concurs with the Annual Business Plan proposed by CCO. The Minister will advise the Chair where and in what manner plans vary from government or Ministry policy or priorities, and CCO will revise its plans accordingly.

f. CCO will post in a public manner on its website the signed MOU, the Ministry approved Annual Business Plan and the Annual Report, as required by the AAD.

20. Annual Report

a. The Chair is responsible for ensuring CCO's Annual Report fulfills the requirements of the AAD.

b. The Chair is responsible for ensuring that CCO's Annual Report is submitted to the Minister for tabling in the Legislative Assembly. The Chair will submit the Annual Report to the Minister on or before July 31 of CCO's fiscal year end.

21. Other Reports

CCO shall submit to the Minister any other reports as may be requested by the Minister or Deputy Minister from time to time, within the reasonable timeframes established by the Ministry and communicated to CCO.

22. Financial Arrangements

a. CCO is funded out of the Consolidated Revenue Fund pursuant to an appropriation authorized by the Legislative Assembly.

b. The CEO, as directed by the Chair, will prepare estimates of CCO's expenditures for the Annual Business Plan, for inclusion in the Ministry's Program Review, Renewal and Transformation submission. The estimates provided by the Chair may, after appropriate consultation with the Chair, be altered as required.

c. The revenues and investments of CCO will not form part of the Consolidated Revenue Fund and will be applied solely to carry out CCO's objects and main mandate.

d. CCO's budget will be allocated based on its agreed upon Annual Business Plan.

e. The Ministry and CCO acknowledge that funds provided to CCO from sources other than the Ontario Government are funds of CCO and CCO may use these funds solely for the purpose of carrying out its objects and main mandate.

f. CCO must amend its financial arrangements to comply with any future Directives and Policies.

g. CCO is responsible for the maintenance of documentation and information to support expenditures, including books of account and related records, and financial management control and information systems and management practices.

h. CCO shall acknowledge the financial support of the Government through the Ministry in all its financial, educational and promotional materials in accordance with guidelines established by the Ministry and provided to CCO.

i. CCO will provide or arrange for insurance coverage to protect itself against all claims that might arise from anything done or omitted to be done by CCO or its directors, officers, employees, independent contractors or agents, and from

anything done or omitted to be done where bodily or personal injury, death, or property damage, including loss of use thereof, is caused.

j. CCO receives a Canadian Value Added Tax rebate under the Comprehensive Integrated Tax Coordination Agreement.

23. Acquisition Of Goods And Services

a. CCO shall have access to the Government's vendors of record.

b. CCO shall establish and follow its own information and information technology (I&IT) gating policy and related processes and procedures that define the gateway review processes for CCO's internal review of I&IT projects and incorporates, among other things, review and decision points at critical project lifecycle transitions.

24. Audit Arrangements

a. As stated in section 12 of the *Cancer Act*, the accounts of CCO shall be audited annually by the Office of the Auditor General of Ontario or such qualified auditor as the Lieutenant Governor in Council designates.

b. CCO is subject to periodic review and value-for-money audit by the Auditor General of Ontario under the Auditor General Act or by the Ontario Internal Audit Division.

c. The Ontario Internal Audit Division may also carry out an internal audit, if approved to do so by the Ministry.

d. Regardless of any annual external audit, the Minister may direct that CCO be audited.

25. Agreements With Others

a. CCO shall ensure that any agreements that it enters into with other ministries of the Government, other governments, universities, hospitals, research, planning bodies, other health and social service agencies or any other person are consistent with CCO's objects and main mandate and serve the public good.

b. On request, CCO shall provide the Minister with copies of any written agreements entered into by CCO, within the timelines set by the Minister and CCO.

26. Creation, Collection, Maintenance And Disposition Of Records

a. CCO will comply with all applicable legislation, including *PHIPA*, in collecting, using, disclosing, retaining and disposing of Personal Health Information.

b. The Chair is responsible for ensuring that a system is in place for the creation, collection, maintenance, and disposal of records.

c. The Board through the Chair is responsible for ensuring that CCO complies with the *Archives and Recordkeeping Act, 2006*, S.O. 2006, Chapter 34, Schedule A.

d. CCO shall permit the Ministry, upon reasonable notice, to inspect and copy any financial records, invoices and other financially related documents, or any non-financial documents and records in the possession or under the control of CCO that relate to Ministry funding or otherwise to the activities of CCO. This does not include Personal Information or Personal Health Information.

e. No provision in the MOU shall be construed so as to give the Ministry any custody or control whatsoever over CCO's records.

27. Management and Accounting Principles

a. CCO shall employ its own administrative support services and is responsible for conducting all of its business and operations in accordance with applicable Government policy and generally accepted management and accounting principles.

b. CCO will prepare its financial reports and statements on its operating funds and Transfer Payment Funds, based on Canadian Public Sector Accounting Standards for Government Not-For-Profit organizations (GNPO) as issued by the Public Sector Accounting Board. The audited financial statements shall also include sources and amounts of external funding and the interest earned on funding for each fiscal year.

28. Sharing Data and Information Systems

a. CCO, through the CEO will, at the request of the Minister or the Deputy Minister, and subject to PHIPA and other applicable legislation and laws, supply specific data and other information that may be required from time to time for the purposes of Ministry administration or such other purpose as the Minister or Deputy Minister requires, in as timely a manner as possible.

b. The Ministry acknowledges that CCO requires access to data and other information, including Personal Health Information, that is in the custody or control of the Ministry in order to fulfil its main mandate and objects as set out in this MOU and the *Cancer Act.* Accordingly, the Ministry shall support all such data requests from CCO, and shall ensure that all such data requests are filled in a timely basis, subject to the entering into of an appropriate data sharing agreement and compliance with the requirements of PHIPA.

c. In developing its information systems, CCO will ensure alignment with the Ministry's eHealth Strategy. CCO will also comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security, set for eHealth services by the Ministry or eHealth Ontario within the timeframes set by the Ministry.

29. General

a. The Board is responsible for ensuring that the legal, financial and other interests of the government in intellectual property are protected in any contract that CCO may enter into with a third party that involves the creation of intellectual property.

b. The Board is responsible for ensuring that clear expectations are established for transfer payment recipients, and for ensuring effective diligence when setting up and monitoring transfer payment contracts to ensure public services are delivered, commitments are fulfilled and the right controls are in place to ensure the prudent use of taxpayers' money.

c. Appendix A will be revised from time to time to reflect any additional directives that are approved by TB and/or MBC as applying to CCO.

30. Legal Services

a. CCO requires legal services in order to carry out its operations. CCO employs in-house counsel for necessary legal services; other required legal services for CCO shall be provided by independent counsel retained by CCO.

31. Staffing, Remuneration and Appointments

a. CCO employees are appointed and employed by CCO.

b. CCO may engage persons to provide professional, technical or other assistance on behalf of CCO and CCO may prescribe their duties and other terms of engagement and provide for payment of their remuneration and expenses in accordance with the Directives and Policies.

c. In developing its own human resources policies and practices, CCO shall reflect the following principles:

   i. Key principles to guide policy direction on compensation;

   ii. A requirement for merit-based competitive processes and fair treatment; and

iii. A requirement to put in place a Workplace Discrimination and Harassment Prevention policy and related resolution processes.

d. The Members are appointed by the Lieutenant-Governor in Council on the recommendation of the Minister pursuant to Section 2 of the *Cancer Act*.

e. The Chair and Vice-Chair are appointed by the Lieutenant-Governor-in-Council on the recommendation of the Minister pursuant to Section 3 of the *Cancer Act*.

32. Freedom of Information and Protection of Privacy.

a. The Chair is the institution head for the purposes of FIPPA.

33. Client/Customer Service

a. CCO will develop a formal process that is consistent with the Government's service quality standards for responding to complaints about the quality of services CCO provides to its customers.

34. Effective Date and Duration of the MOU

a. This MOU becomes effective on the date it is signed by the Minister as the last Party to execute it, and:

i. replaces the Memorandum of Understanding dated as of December 2, 2009; and

ii. continues in effect until it is revoked or replaced by a subsequent Memorandum of Understanding signed by the parties.

b. The Ministry must:

i. as soon as possible after the Minister signs the MOU provide a copy of the MOU to the Secretary of TB/MBC; and

ii. within 30 days of the Minister's signature, either:

i. make a copy of the MOU available to the public on the Ministry website; or

ii. require CCO to make a copy of the MOU available to the public on the CCO website.

c. The Parties will amend the MOU if changes to it are required as a result of policy or TB/MBC approvals.

d. No amendment to this MOU will be effective unless it is in writing and signed by the Parties.

e. Upon a change in Minister or Chair, the Minister and Chair must either sign a letter of affirmation that is subsequently attached to the MOU, or sign the existing MOU, within 6 months of the change in Minister or Chair.

f. The Ministry will provide a copy of the letters of affirmation, or a new MOU between the Minister and Chair to the Secretary, Treasury Board/Management Board of Cabinet within six months of the change in Minister of Chair.

g. Either the Minister or the Chair may initiate a review of this MOU by written request to the other.

h. A full review and replacement of this MOU will be conducted immediately in the event of a significant change to CCO's mandate, powers or governance structure as a result of an amendment to the *Cancer Act* or the Accountability Agreement.

35. Reviews

a. At a minimum, this MOU will be reviewed at least once every 5 years to ensure it is current and consistent with government expectations.

b. The depth and complexity of the mandate review for CCO will be determined by the Ministry. However, under the AAD the mandate review at a minimum must address:

   i. Whether CCO is carrying out the activities and operations that represent its mandate;

   ii. Whether, and the extent to which, the mandate continues to be relevant to the goals and priorities of the Government of Ontario;

   iii. Whether all or part of the functions of CCO are best performed by CCO or whether they might be better performed by a ministry, another provincial agency or another entity; and

   iv. Any other matter specified either in a directive or at the direction of TB/MBC.

c. The Ministry will report the results of CCO's mandate review to TB/MBC for approval. TB/MBC may decide to maintain, dissolve, change or adjust, or improve effectiveness of CCO, and some of those decisions might require consequential legislative amendments in order to implement.

d. The Minister will consult the Chair as appropriate during the mandate review.

e. The Chair, CEO and Board will cooperate in the mandate review.

36. Signatures

The authorized signatories for the Parties have signed this MOU as of the dates indicated.

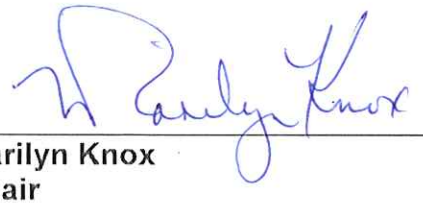
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the MINISTER OF HEALTH AND LONG-TERM CARE

MAY 0 7 2018

The Honourable Dr. Helena Jaczek
Minister

Date

CANCER CARE ONTARIO



Marilyn Knox
Chair

Date

Appendix "A"

Directives

The following is the list of Directives that apply to CCO.

1. Accessibility for Ontarians with Disabilities Act, 2005
2. Accountability Directive dated September 1997
3. Agencies & Appointments Directive dated October 2015
4. Advertising Content Directive dated June 2006
5. Broader Public Sector Compensation Information Directive
6. Cash Management Directive dated August 2004
7. Communications In French Directive
8. Disclosure of Wrongdoing Directive (appointees and agencies) dated June 2008
9. Internal Audit Directive dated November 2002
10. Internal Controls Management Directive
11. Open Data Directive
12. Perquisites Directive dated June 2011
13. Procurement Directive dated December 2014
14. Procurement Directive on Advertising, Public and Media Relations, and Creative Communications Services dated May 2014
15. Transfer Payment Accountability Directive dated April 2017
16. Travel, Meal and Hospitality Expenses Directive dated November 2004 – revised April 2010
17. Visual Identity Directive dated September 2006

Appendix "B"

Public Communications Protocol

1.0 DEFINITIONS

1.1 **Definitions.** For the purpose of this Appendix B the following words will have the following meanings:

"CCO Lead" means any individual Cancer Care Ontario (CCO) identifies as a CCO Lead for any particular purpose.

"Contentious Issue" is an issue that falls into one or more of the following categories:

(a) CCO identifies as a concern to the Government of Ontario;

(b) CCO believes may reasonably be expected to be of concern to the Government of Ontario;

(c) may result in negative inquiries being directed to the Minister or the Government of Ontario; or

(d) relates to any funding or grant announcement.

"Market Research" means marketing and public or health care provider opinion research to be carried out by a third party that is directly related to CCO's communications plans.

"Media Materials" means any media product targeted to mainstream media as news, whether in oral, electronic or printed form, and includes:

(a) media responses;

(b) news releases;

(c) media backgrounders; and

(d) key messaging;

"Ministry Lead" means any person the Ministry identifies as a Ministry Lead for any particular purpose.

"Notice" means a communication given or required to be given pursuant to

"Public Communication" means:

(a) any communication that is not Media Materials that CCO issues to the public by any means, in oral, printed or electronic form, but does not include communications made in the normal course to carry out CCO's mandate, such as health system communications targeted to healthcare providers;

(b) advertisements (for example, out of home ads, newspaper/magazine ads, radio/TV commercials);

(c) any communications plans that would enhance CCO's or the Government of Ontario's profile; or

(d) any communications plans that would provide a local announcement opportunity for a Member of Provincial Parliament.

2.0 LEADS

2.1 **Ministry Lead(s).** The Ministry shall provide notice in writing to CCO of the name and contact information for the Ministry Lead(s).

2.2 **CCO Lead(s).** CCO shall provide notice in writing to the Ministry of the name and contact information for the CCO Lead(s).

3.0 CONTENTIOUS ISSUES

3.1 **Comply With.** In addition to complying with the Directives, when responding to a Contentious Issue, CCO will comply with:

(a) the *French Language Services Act*; and

(b) the *Accessibility for Ontarians with Disabilities Act*.

3.2 **Managing Contentious Issues.** CCO and the Ministry will manage all Contentious Issues according to the following plan:

(a) as soon as CCO becomes aware of a Contentious issue, the CCO Lead will provide Notice to the Ministry Lead that contains:

(i) any information that CCO has about the Contentious Issue;

(ii) CCO's Response to the Contentious Issue; and

(iii) how CCO intends to manage the Contentious Issues;

(b) The Ministry Lead will also advise CCO of contentious issues that require attention.

4.0 MEDIA MATERIALS

4.1 **Comply With.** In addition to complying with the Directives, when issuing Media Materials (except for those related to Contentious Issues, which shall be governed by section 3), CCO will comply with:

(a) the *French Language Services Act*; and,

(b) the *Accessibility for Ontarians with Disabilities Act.*

4.2 **Managing Media Materials.** CCO and the Ministry will manage all Media Materials according to the following plan:

(a) the CCO Lead will:

(i) ten business days before the date on which CCO intends to issue the Media Materials (the **"MM Deadline"**), provide Notice to the Ministry Lead of CCO's intention to issue Media Materials;

(ii) five business days before the MM Deadline, provide the Media Materials to the Ministry Lead for review;

(b) If CCO does not receive comments from the Ministry Lead by the MM deadline, CCO can proceed accordingly.

5.0 PUBLIC COMMUNCATIONS

5.1 **Comply With.** In addition to complying with the Directives, when issuing a Public Communication, CCO will comply with:

(a) the *French Language Services Act*;

(b) the *Accessibility for Ontarians with Disabilities Act*; and

(c) the *Government Advertising Act.*

(d) TB/MBC Visual Identity Directive

5.2 **Issuing a Public Communications.** CCO and the Ministry will manage all Public Communications (except for those related to Contentious Issues, which shall be governed by section 3) according to the following:

a) the CCO Lead will, 15 business days before the date on which CCO intends to issue a Public Communication (the **"PC Deadline"**), provide Notice to the Ministry Lead containing:

(i) the Public Communication for review; and

(ii) the plan that CCO creates to Public Communications (the **"PC Plan"**) for review;

b) If CCO does not receive comments from the Ministry Lead by the PC deadline, CCO can proceed accordingly.

c) CCO will identify itself in its Public Communications as an agency of the Government of Ontario.

6.0 MARKET RESEARCH

6.1 **Market Research.** CCO will undertake any Market Research according to the following plan:

(a) the CCO Lead will, 15 business days before CCO wishes to procure a vendor through a competition to undertake the Market Research (the **"MR Deadline"**), submit to the Ministry Lead, in the form of a business case, the plan that CCO creates to manage Market Research (the **"MR Plan"**) ;

(b) the Ministry will review the MR Plan by the MR Deadline, and either

(i) provide notice to the CCO Lead that the Ministry approves the Market Research;

(ii) provide notice to CCO to revise the Research Plan and to undertake the Market Research after CCO revises the Research Plan;

(iii) provide Notice to the CCO Lead to not undertake the Market Research;

(d) CCO will identify itself in its Market Research as an agency of the Government of Ontario; and

(e) CCO will provide Notice to the Ministry Lead, in a timely manner, of the results of any Market Research it undertakes, including reports of findings submitted by the vendor.

7.0 UPDATES, NOTICES AND INFORMATION

7.1 **Ministry to CCO.** The Ministry Lead will:

(a) provide Notice to the CCO Lead, on a monthly basis about upcoming Ministry communications plans, campaigns and products related to any area of CCO's work; and

(b) provide Notice to the CCO Lead, of any issues that are, or may reasonably be expected to be of concern to CCO or to result in negative inquiries being directed to CCO.

7.2 **CCO to the Ministry.** CCO will provide Notice to the Ministry Lead, about Media Materials, Public Communications and Contentious Issues that the Ministry Lead may, acting reasonably, request from time to time.

8 BRANDING

8.1 **Branding.** CCO will engage in the practice of branding only in accordance with Directives and Policies of the Government of Ontario.