



October 18, 2021

Network 24 Ontario Health Team Collaborative Partners

RE: Collaborative Decision-Making Agreement and Structure for Year 1

Dear OHT Collaborative Partners,

Attached please find a copy of the completed Collaborative Decision-Making Agreement (CDMA) and structure for Year 1 of our Network 24 Ontario Health Team.

This document was prepared by the Post-Application Working Group (PAWG), with facilitated assistance. It has received unanimous approval from all members of the PAWG, and we recommend it to you.

We realize the CDMA is not a perfect document, and that this will evolve as our OHT matures and grows.

We ask you to review the attached documents carefully. To become a member of the OHT, the CDMA will need to be signed by your appropriate signing authority. It is not a legally binding document, but rather a commitment to collaborate and work on the agreed upon priorities - including improving care for the frail elderly, those with mental health and addictions, and improving access to team-based primary care for everyone.

We plan to host the first of a regular series of virtual town halls on Monday, October 25, 2021. This first one will be an opportunity to ask questions and seek clarity.

We look forward to hearing from you.

Regards,

Dr. Declan Rowan

On behalf of the Network 24 Ontario Health Team Post-Application Working Group:

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Long-Term Care Network

Julia Boudreau
Hospital Network

Janna Hotson
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County of Renfrew

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Network 24
Collaborative Decision-Making Agreement

This document has been adapted from resources provided to Ontario Health Teams from the Ministry of Health and the McMaster RISE Forum, including templates written by Borden Ladner Gervais LLP (BLG).

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1. Definitions

In this Decision-Making Agreement:

- a) “**Agreement**” means this Collaborative Decision-Making Agreement, and includes all schedules, as amended from time to time.
- b) “**Collaborative Partners Forum**” means the strategic and vision-setting group of all Team Members, as described in paragraph 1 and 2 of this agreement.
- c) “**Network**” is a group of Team Members who offer a similar service and have common interests and goal, as outlined in paragraph 4(b).
- d) “**OHT**” means the Network 24 Ontario Health Team, comprised of the Team Members.
- e) “**Team Members**” means the signatories to this agreement.
- f) “**Project Participants**” means Team Members and any other non-OHT members participating on priority project teams/working groups.
- g) “**Steering Committee**” means the operational decision-making group as described in paragraph 6 and 7 and Schedule C of this agreement.
- h) “**Working Groups**” are those groups constituted to drive action on either Priority Projects or the functional Enablers, made up of members who are working at an active role on specific tasks as described in Schedule C of this agreement.

2. Purpose of this Collaborative Decision-Making Agreement

The organizations (“Team Members”) which have signed this Decision-Making Agreement (“Agreement”) have agreed to work together to achieve the shared objective of providing a continuum of integrated and co-ordinated care and support services to the persons to whom they provide care and services (“Shared Objective”).

The Team Members have been designated by the Minister of Health as an Ontario Health Team, currently operating under the name Network 24 Ontario Health Team.

The purpose of this Agreement is to:

- Set out how the Team Members will work together both before and after designation as an OHT to achieve the Shared Objective;
- Establish a Collaborative Partners Forum, Steering Committee and other organizational structures to enable the work of Team Members to achieve the Shared Objective; and
- Set out the rights and obligations of Team Members.

3. Guiding Principles

OHTs are being established to provide better integrated care for all Ontarians and especially those with complex medical issues by breaking down silos that exist between health organizations and geographic areas, as well as to reduce bureaucracy. This should allow patients, families, and providers to connect and navigate across the system more easily.

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Over Year One, our OHT will work to establish a joint Vision, Mission, and Values. Until these are established, we affirm the following Guiding Principles:

- We believe in an OHT that is patient-centred, integrated, coordinated, and adaptable to the patient's needs.
- We believe in an OHT that strives to meet the goals of the quadruple aim, which are to enhance patient experience, improve population health, reduce costs, and improve the work life of health care providers.
- Patients, clients, families, and caregivers are at the core of what we do, and are involved in co-designing our Team, its vision, and its services.
- Our approach to service delivery is focused on the concept of a health neighbourhood with people-centred health care delivered as close to home as possible.
- We propose to operate in a manner that reflects the unique needs of our population across our region, including Francophone and Indigenous populations.
- We will comply with the *French Language Services Act* by ensuring care provision in French in our catchment area.
- We intend to service the whole of our attributed population with organizations, facilities, services and providers aligned to meet their needs and reflective of existing patterns of care.
- Our approach to delivery is focused on the development of strong partnerships with regional and provincial programs to increase capacity.
- We will work to advance digital health and information sharing across providers, and enhance and expand our virtual and digital care capabilities.

4. Team Members and Networks

(a) Commitments

By signing this Agreement, Team Members have confirmed their commitment to:

- (i) The Guiding Principles set out in paragraph 3.
- (ii) Work with each other to achieve the Shared Objective and to endeavour to eliminate, minimise or mitigate any conflict between the Shared Objectives and any of their other contractual and service obligations and relationships.
- (iii) Adhere to the provisions of this Agreement with respect to information sharing, transparency, privacy and confidentiality set out in paragraph 11.
- (iv) Participate in the collaborative decision-making structures as provided in this Agreement.

(b) Networks

A Network is a group of team members who offer a similar service and have common interests and goals, which might be traditionally defined as a sector. Team members within a Network may choose to meet as a table to discuss Network-

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specific topics and bring forward Network-specific recommendations to the Steering Committee and/or Collaborative Partners Forum as required. The categorization of members into Networks provides an organizational structure for the identification of individuals to be members of the various Working Groups.

There are Team Members who do not form a Network unto themselves. In addition, Team Members will come from each of the following groups (each a “**Network**”):

- (i) Home care services;
 - (ii) Community support services;
 - (iii) Hospital services;
 - (iv) Long-term care home services;
 - (v) Mental health or addictions services;
 - (vi) Patient/Client, Family and Caregiver advisors; and
 - (vii) Primary care.
- (c) The role of a Network is to provide an organizational structure for the identification of individuals to be members of the Steering Committee and any Working Groups established by the Steering Committee.

The Steering Committee will from time to time assign or reassign Team Members to a Network. A Team Member may belong to more than one Network.

Networks may be amalgamated, subdivided or removed, and new Networks may be added by the Steering Committee.

Schedule B sets out the Networks to which the initial signatories to this Agreement belong.

(d) Admitting New Team Members

Organizations may be admitted as new Team Members through a process established by the Steering Committee, provided they become a signatory to this Agreement and any other foundational documents as determined by the Steering Committee and then added as Schedules herein. The Steering Committee shall assign each new Team Member to one or more Networks.

5. Collaborative Partners Forum

The Collaborative Partners Forum is established as the strategic oversight body of the Steering Committee, which sets the overall vision for the OHT. Its Terms of Reference are set out in Schedule H.

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The Forum will meet at least once annually and is envisioned to meet twice per annum. Membership includes all:

- Team Members;
- Members of the Steering Committee;
- members of the Patient/Client, Family and Caregiver Advisory Council;
- members of the Primary Care Network;
- representative members of the Indigenous communities living in the same geographic area as encompassed by the OHT;
- representative members of the Francophone community living in the same geographic area as encompassed by the OHT;
- participants in Working Groups of the OHT; and
- such other affiliated organisations and representatives as may be invited by the Steering Committee.

The Collaborative Partners Forum exists to give overall guidance and direction to the Steering Committee, and exists to help drive strategic planning, collaboration, and input. Its decisions are not binding on the Steering Committee.

The Forum provides a way for the Steering Committee to consult broadly on items of strategic interest that arise from time to time among its many partners across the OHT. It ensures many partners, spread geographically, are collectively able to voice their priorities for OHT action. It also provides a strategic leadership pathway for those individuals who may wish to learn more about the OHT before joining a Working Group or the Steering Committee.

6. Steering Committee

The Steering Committee is established as the operational decision-making body of the OHT.

The composition, mandate and processes of the Steering Committee are set out in Schedule C. It is co-Chaired, as stated in Schedule C.

For greater certainty, the Steering Committee has no authority to make a decision binding on a Team Member.

The Steering Committee will not duplicate or replace any Team Member's governance or operational decision-making. The purpose of the Steering Committee is to make decisions and facilitate the implementation of collaborations and other initiatives in an efficient manner to achieve the Shared Objective.

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The Steering Committee will be established by December 31, 2021. Until this time, the Post-Application Working Group will act in the capacity of the Steering Committee. Its membership as of September 1, 2021 is set out in Schedule I.

7. Steering Committee Members: Roles and Duties

- (a) The role of the Steering Committee members is to provide a broad sectorial, geographical, and strategic view of matters considered by the Steering Committee.
- (b) The Steering Committee oversees the agreed upon projects, such as the Year One Priority Projects and others as agreed, and ensures targets are met.
- (c) Steering Committee members will demonstrate fairness and a commitment to in-depth evaluation of a matter under consideration and endeavour to put the interests of Patients/Clients, Families and Caregivers, and the achievement of the Shared Objective above their respective organization or Network. The OHT recognises that for many years, sectors and siloes have existed within the OHT; the purpose of the Committee is to think strategically and collaboratively, and move away from what is best for individual organisations toward a team approach.
- (d) Notwithstanding organisational interests widely known to the Steering Committee, members have a duty to declare conflicts of interest as they arise, and follow standard procedures including excusing themselves from deliberations or abstaining from votes at the discretion of the Co-Chairs.
- (e) Steering Committee members will serve two years subject to re-appointment by their Network. Terms may be shortened for members who are unable to meet their responsibilities. While a Team Member may belong to more than one Network, no individual may hold more than one seat at the Steering Committee.

8. Role of Patients/Clients, Families and Caregivers

For the purposes of this Agreement, the term Patients/Clients, Families and Caregivers is broadly defined to include all those who seek or receive care or services or support those seeking or receiving care or services from Team Members or the OHT, or who have done so in the last two years.

The Team Members, the Steering Committee and the OHT will strive to engage Patients/Clients, Families and Caregivers in all levels of decision-making and particularly in system co-design.

The Team Members, through the Steering Committee, will depend on a Patient/Client, Family and Caregiver Advisory Council with terms of reference substantially similar to the draft terms of reference set out in Schedule D, to be developed in Year One. Representation from the PFAC will be included in the Steering Committee as provided in Schedule C and in the Working Groups of the Steering Committee as appropriate.

The role of the PFAC is to provide input on decisions of the OHT from the perspective of patients, clients, residents, families and caregivers.

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A Patient Declaration of Values for the OHT will be established by the Steering Committee in consultation with the PFAC. The OHT will adopt the Ontario Patient Declaration of Values for Year One, as outlined in Scheduled D.

9. Role of the Primary Care Network

The Team Members, through the Steering Committee, will depend on a Primary Care Network with terms of reference substantially similar to the draft terms of reference set out in Schedule I, to be developed in Year One. Representation from the PSN will be included in the Steering Committee as provided in Schedule C and in the Working Groups of the Steering Committee as appropriate.

10. Communication and Engagement

The Steering Committee will develop and implement a communication and engagement strategy to ensure timely and relevant information sharing with Team Members, Patients/Clients, Families and Caregivers and the community at large. The strategy must include a plan describing distribution and alignment of key messages, target audiences and communication type and frequency.

The Steering Committee is collectively responsible for seeking input from and relaying information to all Team Members. Members of the Steering Committee are also responsible for seeking input from and relaying information to their respective Network Team Members to ensure issues relevant to a particular Network are communicated to and by the Steering Committee.

A standardized process for engagement with Team Members and respective Networks will be established by the Steering Committee as part of the communication and engagement plan for the OHT.

11. Projects

To fulfill the Shared Objective of the Team Members and the OHT, the Team Members shall enter into collaborations (“**Projects**”) on specific strategies, initiatives, programs and services, each such Project to be implemented in accordance with Schedule E.

12. Information Sharing, Transparency, Privacy and Confidentiality

- (a) Information Sharing. Team Members shall engage in ongoing communications and provide information to each other, to the Steering Committee, and to Working Groups to achieve the Shared Objectives.
- (b) Transparency and Disclosure. If a Team Member becomes aware of an issue that might materially impact its, or another Team Member’s, ability to perform its obligations under this Agreement or a Project or Project Agreement, they will promptly notify the Steering Committee so that the impact on the Shared Objective can be assessed and mitigated.

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- (c) Privacy. Team Members will share personal health information with one another for the purposes of providing health services, and coordinating its provision, in accordance with applicable laws. Team Members will enter into a data sharing agreement in respect of sharing personal health information for all other purposes.
- (d) Confidentiality. Team Members shall not disclose any Confidential Information of other Team Members to a third party, except: (a) with written consent of the relevant Team Member; (b) to the extent that disclosure is necessary to meet applicable laws, governmental or public authority directives, or other requirements; or (c) as permitted under the terms of this Agreement. In this paragraph, “Confidential Information” means information of a Team Member that by its nature is confidential and proprietary information but does not include information that:
 - (i) was known to or received by the receiving Team Member before its receipt from the disclosing Team Member (unless acquired on a confidential basis);
 - (ii) was public knowledge at the time received by the receiving Team Member or later became public knowledge through no fault of the receiving Team Member; or
 - (iii) was independently developed by a Team Member without reference to the Confidential Information previously disclosed by a Team Member.
- (e) Loss or Compromise of Confidentiality. If a Team Member discovers any loss or compromise of the Confidential Information of another Team Member, it will notify the Team Member promptly and cooperate with it to mitigate the loss or compromise. Upon request, each Team Member shall return or destroy all Confidential Information of the relevant Team Member that it is not required to retain by applicable laws or other requirement. Any loss or compromise of personal health information shall be addressed in accordance with applicable laws and any data sharing agreement entered into between and/or among the Team Members.
- (f) Public Notices and Media Releases. All notices to third parties and all other publicity concerning this Agreement or the OHT shall be planned, co-ordinated and approved by the Steering Committee, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Steering Committee, except where required to do so by applicable laws or governmental or public authority requirements. The spokespersons for the OHT shall be such member or members of the Steering Committee as determined by the Steering Committee and informed by the working of the Communications Working Group from time to time.

13. Dispute Resolution

The Team Members shall use their best efforts to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Team Member’s interests. However, if a dispute arises, the Team Members shall follow procedures set out in Schedule F while acting in good faith.

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14. Term, Termination, Withdrawal and Expulsion

- (a) Term. This agreement shall start on the date of this Agreement and shall continue until September 30, 2022, unless terminated by the mutual written agreement of all Team Members. This agreement will be reviewed within one year of the original date of signing and will then be reviewed as per the process and frequency established by the Steering Committee.
- (b) Voluntary Withdrawal. A Team Member may withdraw from this Agreement by providing at least 90 days' notice to the Steering Committee.
- (c) Expulsion. A Team Member may be expelled from the OHT, and thereby cease to be a party to this Agreement. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Agreement or a Project or Project Agreement, no longer agrees to the Shared Objective, or if their representative is disruptive to the consensual governing process. An expulsion shall only take place after following the procedures in Schedule G.
- (d) Withdrawals/Termination of Project Agreement. Unless a Project Agreement provides otherwise: (a) the parties to a Project Agreement may terminate the Project Agreement by mutual written agreement, provided that they give at least 90 days' notice to the Steering Committee; and (b) a party to a Project Agreement may withdraw from the Project Agreement by giving at least 90 days' notice to the Steering Committee and the other parties to the Project Agreement.
- (e) Consequences of Termination, Withdrawal or Expulsion.
 - i. A Team Member that withdraws or is expelled from this Agreement shall cease to be a party to this Agreement. Termination of, or withdrawal or expulsion from, this Agreement shall not automatically constitute termination of, or withdrawal or expulsion from, any Project or Project Agreement.
 - ii. Withdrawal from or termination of one Project or Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project or Project Agreement.
 - iii. A Team Member that terminates, withdraws from or is expelled from a Project or Project Agreement or this Agreement, shall remain accountable for its obligations, including fees prorated to the date of expulsion, and actions and omissions before the effective date of the withdrawal or expulsion, and shall work with the Steering Committee to develop strategies to reasonably fill any resource or service gaps left by the termination, withdrawal or expulsion.

15. General

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- (a) Independent Contractors. The relationship between the Team Members under this Agreement is that of independent contractors. This Agreement is not intended to create a partnership, agency or employment relationship between or among the Team Members. No Team Member shall have the power or authority to bind another Team Member or to assume or create any obligation or responsibility, expressed or implied, on another Team Members' behalf or in its name, nor shall it hold itself out to any third party as a partner, agent or employee of another Team Member. Each Team Member shall be responsible and liable for its own employees, agents and subcontractors, unless otherwise agreed to in a Project Agreement.

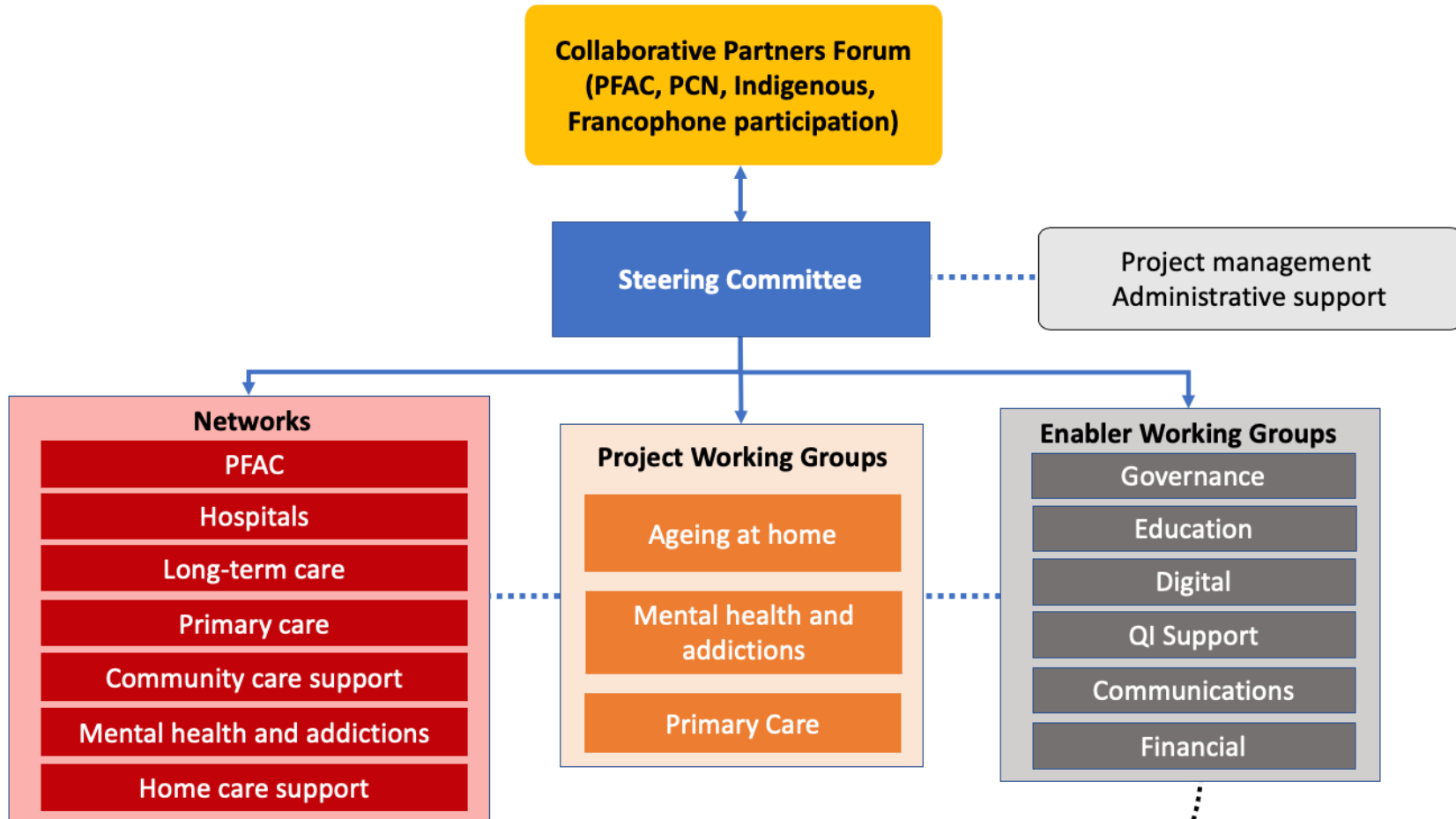
- (b) Amendment and Revision. This Agreement may be amended only by mutual written agreement by Members of the Steering Committee. A review of both the structure and this Agreement will occur before September 30, 2022. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this Agreement, the Team Members shall work cooperatively to amend this Agreement to accommodate the change. A Project Agreement may be amended in accordance with the provisions of the Project Agreement without necessitating an Agreement amendment.

- (c) Governing Law. This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

The undersigned have executed this Agreement.

[Insert signature lines and addresses of Team Members]

Schedule A : Structure



Schedule B : Team Members' Network Assignments

[TO BE DEVELOPED]

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Schedule C : Terms of Reference for the Steering Committee

Steering Committee – Terms of Reference	
<p>Capitalized terms used throughout these Terms of Reference have the meaning given to them in the OHT Decision-Making Agreement to which these Terms of Reference are a Schedule.</p>	
Mandate	<p>The Steering Committee’s role is to provide a forum for the Team Members, with input from the Collaborative Partners Forum, to plan, design, implement, and oversee the work of OHT. The Steering Committee’s roles and responsibilities include to:</p> <p>Planning and Priorities</p> <ol style="list-style-type: none">1. establish an overall strategic plan for the OHT and develop an annual work plan consistent with the strategic plan;2. identify and measure the priority populations for the OHT and the impact of decisions on them;3. direct the work of the Project Management Office;4. develop the name and central brand for the OHT; and5. identify, implement, and oversee Projects and Project Agreements. <p>Quality and Risk</p> <ol style="list-style-type: none">1. oversees the development and progress of the Quality Improvement Plan;2. review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the OHT;3. identify risk issues and consider risk allocation, mitigation, and corrective actions for OHT activities;4. develop a complaints and significant event process for issues that impact more than one Team Member; and5. develop a risk management process for issues that could negatively impact the OHT. <p>Resources and Accountability</p> <ol style="list-style-type: none">1. develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the OHT as well as human

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	<p>resources, capital, and facilities and costs related to supporting the work of the OHT;</p> <ol style="list-style-type: none">2. develop and direct the budget for the OHT, including the approval of Project budgets and distribution of funds, and quarterly reporting and monitoring via the fundholding organisation;3. review and select a fundholding organisation for funding beyond that provided for Year One;4. review and collaborate on financial performance, resource allocation and use; and5. manage variances from approved budgets;6. develop financial and clinical accountability standards. <p>Engagement and Reporting</p> <ol style="list-style-type: none">1. develop and implement a joint communications strategy, including communication to Members and the community;2. engage with and seek input from Team Members and Networks;3. ensure engagement at a OHT-board to Team-Member-board level among Team Members (as applicable), while respecting the principles of confidentiality outlined in Section 12; and4. report from time to time to Team Members on the work of the Steering Committee and any working groups. <p>Governance and Compliance</p> <ol style="list-style-type: none">1. evaluate and identify areas of improvement in the integrated leadership and governance structure of the OHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the OHT;2. discuss compliance with, and amendments to, these Terms of Reference, the Agreement, or a Project Agreement;3. facilitate dispute resolution, as outlined in Schedule F; and4. ensure compliance with all reporting requirements. <p>Other</p>
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	<p>Perform the roles assigned to the Steering Committee under the Agreement.</p>
Working Groups	<p>The Steering Committee may establish one or more Working Groups to assist it in fulfilling its role. The Steering Committee shall determine the mandate and composition of any such Working Group. The Steering Committee is also free to limit the scope of a Working Group.</p> <p>Each Working Group shall have its own Terms of Reference which provide for the election of a Chair. It also shall establish Project Leads, should multiple projects be undertaken by a single Working Group.</p> <p>Working Groups for Year One include:</p> <ul style="list-style-type: none">- Ageing at Home- Mental Health and Addictions- Primary Care Attachment <p>Additional Working Groups of functional enablers may meet at the direction of the Steering Committee, and issues which arise of mutual interest. They may include, but are not limited to:</p> <ul style="list-style-type: none">- Digital Services Alignment Working Group- Communications Working Group- Quality Improvement Working Group- Education Working Group- Financial Oversight Working Group- Governance Working Group
Membership	<p>To reflect the desired sector- and geographic-based participation, there are multiple seats reflected for some Networks. Where this is the case, it is the express intent under this Agreement that there should no more than one participant from each of the three previous OHT applicant regions. It is also intended that no single organisation should be doubly represented at the OHT Steering Committee.</p> <p>The Steering Committee shall be comprised of the following voting members:</p> <ol style="list-style-type: none">1. designates of the Networks as follows:<ol style="list-style-type: none">(a) 1 designate of the home care services Network;(b) 1 designate of the community care services Network;(c) 3 designates of the hospital services Network (previous OHT Leads);(d) 2 members of the PFAC;

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	<ul style="list-style-type: none"> (e) 1 designate of the long-term care home services Network; (f) 1 designate of the mental health and/or addictions services Network; (g) 2 designates of the PCN; (h) 1 designate of paramedic services; and (i) 1 civil servant designate of the County of Renfrew. <p>They will be joined by one ex-officio and voting seat for a person from a local Indigenous community, who will assist with voicing the priorities of, and facilitating conversation with, local Indigenous communities. The selection of this individual will be conducted in a process driven by local Indigenous communities.</p>
<p>Selecting and Changing Membership</p>	<p>Steering Committee members who are designates of a Network shall be selected through a process approved by the Steering Committee in consultation with the Team Members of the respective Network.</p> <p>Steering Committee members are expected to bring their knowledge and experience from their service, occupation or specialization, recognizing a member serves as a representative of a Network and has a duty to the OHT itself, not an individual or a single agency or organization. Members are expected to be senior and/or leaders in their respective organisations, as applicable. They are not to be political representatives.</p> <p>A Network, the PFAC or the PCN may replace its member(s) on the Steering Committee or appoint a temporary alternative at its own discretion on reasonable notice to the Steering Committee provided the process followed is acceptable to the Steering Committee.</p> <p>The Steering Committee, by a majority vote, may require a Network to replace its Steering Committee member where that member is not acting in accordance with the guiding principles and in pursuit of the Shared Objective of the OHT. The replacement member shall be selected through a process approved by the Steering Committee.</p>
<p>Co-Chairs</p>	<p>The Steering Committee shall have two Co-Chairs, who shall be elected by a majority vote of Steering Committee members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making of the Steering Committee.</p> <p>The Co-Chairs shall be elected annually from among the members of the Steering Committee, and their selection should reflect the Project Priorities of the Committee.</p>

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<p>Fund Manager</p>	<p>The Steering Committee shall, by a majority vote, select a Team Member to be a “Fundholder” for Year One to, as directed by the Steering Committee, receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the OHT. The Fund Manager will submit financial reports to the Steering Committee monthly and retain financial records for at least seven years. The Fundholder will be reviewed by the Steering Committee at the end of Year One, and the role may be transitioned to another organisation then.</p>
<p>Meetings</p>	<p>Meetings shall be held at a minimum quarterly. The Co-Chairs will determine the meeting procedures. Agendas will be sent in advance and indicate if decisions are known to be required. Meetings may in person or via available technology. Guests may attend a meeting upon consent of a majority of the Steering Committee members participating in the meeting.</p> <p>In addition, based on the focus of individual agenda items, there may be times when additional individuals will be invited to participate in meeting discussions. Permission should be sought from the Co-Chairs.</p>
<p>Quorum</p>	<p>Quorum will be 50%+1 members of the Steering Committee present in person or virtually.</p> <p>At the beginning of their term, Steering Committee members will choose a specific Designate who can attend on their behalf for their term and notify the Committee. If the member is not able to attend, their Designate may attend that meeting, and will be included in quorum and may vote.</p> <p>If quorum is not present, the members present may meet for discussion purposes only and no decisions shall be made.</p>
<p>Decisions</p>	<p>Unless otherwise specified in a decision-making agreement adopted by unanimous approval of the Steering Committee, decisions will be made by consensus.</p> <p>The Steering Committee will give significant consultation and consideration to issues before the Committee that will have an adverse effect on one of the Team Members, but no Member has a veto.</p> <p>Consensus means that each member is prepared to support the decision or, if applicable, recommend it to their board of directors, organisation, or respective Network, as the case may be, even if they do not agree with the decision/recommendation. If consensus cannot be reached, the Steering Committee shall resort to paragraph 2 of the dispute resolution provisions of Schedule F of the Agreement.</p> <p>The Steering Committee may, by unanimous approval of the Steering Committee members, adopt a decision-making agreement that identifies</p>

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	<p>types of decisions where a majority vote or other specified percentage is sufficient to bind all Steering Committee members.</p> <p>One such example relates to financial matters, such as the approval of the annual budget and other financial spending decisions, which will require a 50%+1 vote of members present.</p>
Minutes	<p>Meeting minutes will document deliberations, recommendations, and actions. Discussion during meetings shall be open, frank, and free-flowing, and while contents of minutes will be shared, they will not include attribution of individual contributions made by Steering Committee members.</p>
Information Sharing	<p>The Steering Committee shall develop a protocol for how information is shared with Team Members and their respective boards of directors or governing bodies, Networks, the Collaborative Partners Forum, and Working Groups.</p>
Confidentiality	<p>The Steering Committee members shall respect the confidentiality of information received by, and discussions of, the Steering Committee.</p> <p>Steering Committee members shall share information in accordance with the protocol adopted by the Steering Committee from time to time.</p> <p>Steering Committee members and all members of working groups shall each sign an acknowledgement confirming their agreement to respect the confidentiality of information received in their capacity as a member of the Steering Committee or one of its working groups as applicable and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Steering Committee from time to time.</p>
Policies	<p>The Steering Committee may adopt policies, protocols, and procedures to support the work of the Steering Committee and its working groups.</p>
Review and Amendment	<p>These Terms of Reference shall be reviewed annually by the Steering Committee and may be amended with the agreement of the Team Members.</p>

REVIEWED:

These Terms of Reference will be reviewed annually.

Date of Last Review: September 30, 2021

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Schedule D : Draft Terms of Reference for Patient/Client, Family, and Caregiver Advisory Council

[TO BE DEVELOPED]

**Consider use of the “Creating an Effective Terms of Reference for PFACs” document from Health Quality Ontario*

**Needs to include the process for selecting PFAC members*

**Consider name change to the “Lived Experience Council” or other citizen-centred language; this Council will choose its own name to best reflect its intent and participants in Year One*

Ontario Patient Declaration of Values

(to be updated in Year One by the Steering Committee, in consultation with the PFAC)

Accountability

- We expect open and seamless communication about our care.
- We expect that everyone on our care team will be accountable and supported to carry out their roles and responsibilities effectively.
- We expect a health care culture that demonstrates that it values the experiences of patients, families and caregivers and incorporates this knowledge into policy, planning and decision making.
- We expect that patient, family and caregiver experiences and outcomes will drive the accountability of the health care system and those who deliver services, programs and care within it.
- We expect that health care providers will act with integrity by acknowledging their abilities, biases and limitations.
- We expect health care providers to comply with their professional responsibilities and to deliver safe care.

Empathy and Compassion

- We expect that health care providers will act with empathy, kindness and compassion.
- We expect individualized care plans that acknowledge our unique physical, mental, emotional, cultural and spiritual needs.
- We expect that we will be treated in a manner free from stigma, assumptions, bias and blame.
- We expect health care system providers and leaders will understand that their words, actions and decisions strongly impact the lives of patients, families and caregivers.

Equity and Engagement

- We expect equal and fair access to the health care system and services for all regardless of ability, race, ethnicity, language, background, place of origin, gender identity, sexual orientation, age, religion, socioeconomic status, education or location within Ontario. We

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further expect equal and fair access to health care services for people with disabilities and those who have historically faced stigmatization.

- We expect that we will have opportunities to be included in health care policy development and program design at local, regional and provincial levels of the health care system.
- We expect an awareness of and efforts to eliminate systemic racism and discrimination, including identification and removal of systemic barriers that contribute to inequitable health care outcomes (with particular attention to those most adversely impacted by systemic racism).

Respect and Dignity

- We expect that our individual identity, beliefs, history, culture and ability will be respected in our care.
- We expect health care providers will introduce themselves and identify their role in our care.
- We expect that we will be recognized as part of the care team, to be fully informed about our condition, and have the right to make choices in our care.
- We expect that patients, families and caregivers be treated with respect and considered valuable partners on the care team.
- We expect that our personal health information belongs to us, and that it remain private, respected and protected.

Transparency

- We expect that we will be proactively and meaningfully involved in conversations about our care, considering options for our care, and decisions about our care.
- We expect that our health records will be accurate, complete, available and accessible across the provincial health system at our request.
- We expect a transparent, clear and fair process to express a complaint, concern, or compliment about our care that does not impact the quality of the care we receive.

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Schedule E : Process for Implementation of Project

1. Implementation.

- (a) The Steering Committee shall:
 - (i) identify one or more initiatives, programs, and/or services as an opportunity for collaboration (each a “**Project**”);
 - (ii) develop a plan for each Project and, in doing so, be guided by the shared vision, guiding principles, values, and commitments of the Agreement and the principles and requirements set out in paragraphs 2 and 3 of this Schedule. Each Project plan shall set out relevant considerations, terms, and conditions for the specific Project; and
 - (iii) where appropriate, develop a specific Project Agreement, consistent with the plan, setting out the details of each Project, including clear and transparent accountabilities. This governs each Project unless a Project Agreement provides otherwise.
- (b) Before approving and implementing a Project, each Team Member shall ensure that its participation complies with any applicable laws, industry and professional standards, and its own constating documents and policies.
- (c) The participating Team Members (and any other participants) will approve and execute a Project Agreement in accordance with its own delegation of authority.
- (d) Each Team Member shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.
- (e) All documents related to each Project shall be accessible to all participating Team Members as required to enable them to meet their legislated reporting requirements.

2. Project Principles and Requirements.

Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

- (a) the scope of services to be provided by each Team Member (and other participants if applicable), and its accountabilities and responsibilities;
- (b) specific strategic objectives and performance measures;
- (c) costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs;
- (d) human resource considerations;

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- (e) reporting and audit compliance requirements;
- (f) required third-party approvals;
- (g) intellectual property rights and responsibilities;
- (h) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;
- (i) liability, indemnification, and insurance requirements.

3. Costs and Financial Contributions.

For each Project, cost allocations and financial contributions will be consistent with the following principles:

- (a) allocation of costs are to be guided by principles of equitable allocation;
- (b) the direct cost of all shared positions (or termination of any shared positions) shall be allocated on a proportional basis, which may be based on time spent or respective budgets;
- (c) the Team Members will in good faith negotiate and agree to mid-year adjustments to reflect changes in the scope of services provided during the year; and
- (d) financial contributions and methodology of cost allocation will be reviewed annually.

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Schedule F : Dispute Resolution

1. The Team Members shall use their best efforts to resolve any disputes in a collaborative manner through informal discussion and resolution. To facilitate and encourage this informal process, the Team Members involved in the dispute shall use their best efforts to jointly develop a written statement describing the relevant facts and events and listing options for resolution. If these efforts do not lead to a resolution, any involved Team Member shall refer it to the Steering Committee.
2. The Steering Committee shall work to resolve the dispute in an amicable and constructive manner. If the Steering Committee members have made reasonable efforts, and the dispute remains unresolved, the Steering Committee shall appoint a third party mediator. Each party to the mediation shall pay its own costs of mediation. The costs of the mediator shall be split equally between the parties in dispute; that is, for example, if one Team Member (“**First Party**”) is in dispute with all of the other Team Members (“**Second Party**”), then the costs of the mediator shall be split 50% to the First Party and 50% to the Second Party.
3. If a dispute cannot be resolved, as determined by any Team Member after following these procedures, a Team Member may withdraw from the applicable Project, Project Agreement, or the Agreement.

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Schedule G : Process for Expulsion

1. All of the Steering Committee members, other than the member representing the Team Member at issue, must unanimously agree that expulsion is advisable.
2. Following such agreement, the Steering Committee members referred to in paragraph 1 shall, in writing, notify the Team Member at issue that it intends to recommend its expulsion to the other Team Members.
3. If reasonable in the circumstances, as determined by the Steering Committee members referred to in paragraph 1, the Team Member may be provided with an opportunity to rectify the issue(s) within a time period reasonably directed by such Steering Committee members.
4. If it is not reasonable to allow for an opportunity for rectification or if rectification does not occur within the time period provided to the reasonable satisfaction of the other Steering Committee members referred to in paragraph 1 such Steering Committee members shall make a recommendation for expulsion to all of the other Team Members.
5. The Team Members, other than the Team Member at issue, shall consider the recommendation referred to above and 2/3 of such Team Members must in writing through their authorized signatories, agree to the expulsion. Upon such written agreement, this Agreement shall be deemed amended to remove the expelled Team Member as a party.
6. Submission to the dispute resolution procedures under Schedule F of this Agreement shall be a pre-condition to expulsion.

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Schedule H : Terms of Reference for the Collaborative Partners Forum

[TO BE DEVELOPED]

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Schedule I : Membership of the PAWG

As of September 1, 2021, the membership of the PAWG is:

- Mike Blackmore (designate of Trish DesLaurier)
- Julia Boudreau
- Dorothy Corbeil
- William Enright
- Janna Hotson
- Karen Lapierre
- Greg Lubimiv
- Bob McElroy
- Sabine Mersmann
- Paul Moreau
- Declan Rowan

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Schedule J : Primary Care Network Terms of Reference

[TO BE DEVELOPED]