

Frontenac Lennox and Addington  
Ontario Health Team  
Collaborative Decision-Making Framework  
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 (BLG) LLP

<https://www.mcmasterforum.org/rise/access-resources/resources-by-oht-building-block>

# Introduction

## Ontario Health Team CDMA Guidance Document

Collaborative decision-making arrangements are arrangements that enable leaders from multiple organizations to successfully engage in deliberative, consensus-oriented, collective decision-making to achieve shared goals, accountabilities, and opportunities for improving patient care.

Establishing effective OHT collaborative decision-making arrangements is foundational to advancing integrated care, the levers of integrated funding, integrated accountability structures, and integrated performance management and quality improvement measures. In addition, they have short-term utility as the health system prepares for a future wave of COVID-19 and the simultaneous emergence of seasonal influenza.

OHTs will need to establish collaborative decision-making arrangements as a priority in order to deliver on Year-1 expectations, advance pandemic planning and response and lay the foundation for maturation toward a single framework for fiscal and clinical accountability in future years.

It is expected that collaborative decision-making arrangements will evolve as OHTs develop, expand, and mature to the point of readiness for this shift.

[http://health.gov.on.ca/en/pro/programs/connectedcare/oht/docs/OHT\\_CDMA\\_Guidance\\_Doc.pdf](http://health.gov.on.ca/en/pro/programs/connectedcare/oht/docs/OHT_CDMA_Guidance_Doc.pdf)

## **1. Purpose of this Decision-Making Framework**

The Frontenac Lennox and Addington Ontario Health Team (FLA-OHT) has been designated as an “Ontario Health Team” by the Minister of Health under the Connecting Ontario Act, 2019.

The organizations (“Team Members”) that have signed this Collaborative Decision-Making Framework Agreement (“Framework”) 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 purpose of this Framework is to:

- Set out how the Team Members will work together as an FLA-OHT to achieve the Shared Objective; and
- Establish a Collaboration Council (“Transitional Leaship Collaborative”) and other organizational structures to enable the work of Team Members to achieve the Shared Objective;

This Framework is NOT intended to create any contractual or legally enforceable obligation on members of the OHT, including CEOs, board chairs, officers, employees or anyone else. Independent governance authority of Boards of Directors or other governing bodies of any potential OHT member shall remain unfettered.

## **2. Vision, Values and Guiding Principles**

These were included throughout our full OHT application. The following will be reviewed and amended as necessary through the Transitional Leadership Collaborative with engagement of the full Partnership Council.

Together, we will:

1. Be guided by the voices of people. Patients, clients, families and caregivers are partners in co-designing their health care system. System design will be inclusive and respectful, to best meet the needs of the diverse populations that we serve. This will include those that have distinct health service needs such as our Francophone and Indigenous populations. We acknowledge and respect the Indigenous Peoples health care system and will incorporate the suggestions made by engagement.

2. Be future focussed, considering children and youth, while planning for a sustainable health care system that meets the needs of patients and providers today and into the future.
3. Value and invest in prevention – including early intervention; promoting protective factors and reducing risk factors; and supporting healthy behaviours. We will focus on wellness, supporting people in their homes, wherever they may be.
4. Be grounded in the Social Determinants of Health – a health equity framework will be created and used to drive our work forward.
5. Pay special attention to the most vulnerable and marginalized in our communities. Our goals will include keeping people out of hospitals and institutions, healthy, living meaningful and independent lives in their communities whenever possible and creating a system where there are no “unattached” patients.
6. Leverage the power of partnerships – partners will include traditional, non-traditional and community stakeholders.
7. Focus on improving care experiences and health outcomes guided by the Quadruple Aim. Representatives of the FLA-OHT are system thinkers, network builders, not sectoral representatives, focused on transparency, building trust and innovation. We will be accountable for outcomes that have a meaningful impact in the lives of the people we serve.
8. Embrace digital innovation – Maximizing digital health opportunities and technical solutions.
9. Be evidence based – Building on existing approaches that are evidence-based, while looking for evidence about possible new approaches. We will push for more and better data to understand existing problems and their causes and to monitor the implementation of new approaches.
10. Be supported by good governance - good governance that is effective and efficient will be developed over time, building relationships and trust through collaboration.

### **3. Team Members and Networks**

#### **(a) Commitments**

Team Members are those organizations that have signed this Framework. By signing this Framework, Team Members have confirmed their commitment to:

- (i) The shared vision, values and guiding principles set out in paragraph 2.
- (ii) Work with each other to achieve the Shared Objectives 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 Framework 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 Framework.

(b) Networks

We recognize that in our current system Team Members are divided into silos of “Sectors”. The FLA-OHT will transform the system creating “Networks” centered on the needs of the people it provides for. A Team Member may be part of one or several Networks. Networks are designed to address the needs and provide integrated services for all people in the community including the most vulnerable.

- (i) Integrated Services for people requiring primary care;
- (ii) Integrated Services for people requiring home care and community supports;
- (iii) Integrated Services for people requiring hospital care;
- (iv) Integrated Services for people requiring Long term care;
- (v) Integrated Services for people accessing Addictions and Mental Health;
- (vi) Integrated Services for people requiring speciality care;
- (vii) Integrated Services for community health and wellness - social services, preventative care, health promotion, housing, public health & population health;
- (viii) Support services for people within each of the networks including supply chain, diagnostics, pharmacies

A secondary role of a Network is to provide an organizational structure for the identification of individuals to be members of the Transitional Leadership Collaborative and any subcommittees or working groups established by the Transitional Leadership Collaborative.

The Transitional Leadership Collaborative 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 Transitional Leadership Collaborative.

Schedule A sets out the Networks to which the initial signatories to this Framework belong for the purposes of representation at the Transitional Leadership Collaborative with the understanding that these may evolve as networks are built.

(c) Admitting New Team Members

Organizations may be admitted as new Team Members by the Transitional Leadership Collaborative, provided they become a signatory to this Framework. The Transitional Leadership Collaborative shall assign each new Team Member to one or more Networks.

#### 4. Transitional Leadership Collaborative

The Transitional Leadership Collaborative (TLC) is established as the collaborative decision-making body of the FLA-OHT.

The composition, mandate and processes of the Transitional Leadership Collaborative are set out in **Error! Reference source not found..**

For greater certainty, the FLA-OHT Transitional Leadership Collaborative has no authority to make a decision binding on a Team Member. The Transitional Leadership Collaborative will not duplicate or replace any Team Member's governance or operational decision-making. The purpose of the Transitional Leadership Collaborative is to act as a steering committee to enable strategic decisions and facilitate the implementation of collaborations and other initiatives in an efficient manner to achieve the Shared Objectives.

Transitional Leadership Collaborative Members: Roles and Duties

- (a) The role of the TLC members is to provide a broad sectorial and strategic view of matters considered by the TLC.
- (b) The TLC oversees the agreed upon projects, such as the 'Year 1 Projects', and successor projects.

- (c) TLC members are expected to bring their knowledge and experience from their service, occupation, or specialization. Each member serves as representative of a network, not an individual of a single agency or organization.
- (d) TLC 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 Objectives above their respective organization or Network.
- (e) TLC 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 TLC.

## **5. Role of Patients/Clients, Families and Caregivers**

For the purposes of this Framework, 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 the FLA-OHT.

The Team Members, the Transitional Leadership Collaborative and the FLA-OHT will engage Patients/Clients, Families and Caregivers in all levels of decision-making and in particular in system co-design.

The Team Members, through the Transitional Leadership Collaborative, will establish a Patient/Client, Family and Caregiver Advisory Council (“PFAC”) with terms of reference to be included in this agreement as Schedule C. Representation from the PFAC will be included in the Transitional Leadership Collaborative as provided in **Error! Reference source not found.** and in the working groups and subcommittees of the Transitional Leadership Collaborative as appropriate.

A Patient Declaration of Values for the FLA-OHT will be established by the Transitional Leadership Collaborative in consultation with the PFAC.

## **6. Role of Primary and Specialist Care**

a) The Team Members will establish a Primary Care Alliance (“PCA”), which will provide advice directly to the Transitional Leadership Collaborative and appropriate subcommittees and working groups. Two members of this Council will serve as voting members of the Transitional Leadership Collaborative to act as a liaison and ensure that the voice of primary care providers is represented at the Transitional Leadership Collaborative.

b) Role of Specialist Care – over the course of Year One consideration of a Specialist Care Council will be undertaken.

## **7. Communication and Engagement**

The Transitional Leadership Collaborative, with support from the communication and engagement working group, will develop and implement a communication and engagement strategy to ensure timely and relevant information sharing with all stakeholders including Team Members, Patients/Clients, Families and Caregivers and the community. The strategy must include a plan describing distribution and alignment of key messages, target audiences and communication type and frequency.

The Transitional Leadership Collaborative is collectively responsible for seeking input from and relaying information to all Team Members. Where selected by Team Members in a Network, members of the Transitional Leadership Collaborative 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 Transitional Leadership Collaborative.

A standardized process for engagement with Team Members and stakeholders within respective Networks will be established by the Transitional Leadership Collaborative as part of the communication and engagement plan for the FLA-OHT.

## **8. Projects**

To fulfill the Shared Objectives of the Team Members and the FLA-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 D.

## **9. Information Sharing, Transparency, Privacy and Confidentiality**

- (a) Information Sharing. Team Members shall engage in ongoing communications and provide information to each other, and to the Transitional Leadership Collaborative and subcommittees and working groups of the Transitional Leadership Collaborative 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 Framework or a Project or Project Agreement, they will promptly notify the Transitional Leadership Collaborative so that the impact on the Shared Objectives can be assessed and mitigated.
- (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 or governmental or public authority directives or other requirements; or (c) as permitted under the terms of this Framework. 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 Framework or the FLA-OHT shall be planned, coordinated and approved by the Transitional Leadership Collaborative, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Transitional Leadership Collaborative, except where required to do so by applicable laws or governmental or public authority requirements. The spokespersons for the FLA-OHT shall be such member or members of the Transitional Leadership Collaborative as determined by the Transitional Leadership Collaborative from time to time.
- (g) Each partner will, to the best of their ability, eliminate, minimize, or mitigate any conflict between the FLA-OHT and its other contractual and service obligations and relationships outside of the FLA-OHT. If a partner becomes aware of any fact or circumstance that may harm that or another partner's ability to perform its obligations as described in this document, it will

promptly notify the Transitional Leadership Collaborative and the other partners of the nature of the fact or circumstance and its anticipated impact so that the partners, through the Transitional Leadership Collaborative, may consider how to remedy, mitigate, or otherwise address the fact or circumstance

**10. 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 E acting in good faith.

**11. General**

- (a) Independent Contractors The relationship between the Team Members under this Framework is that of independent contractors. This Framework 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) Governing Law. This Framework 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 Framework Agreement.

[Insert signature lines and addresses of Team Members]

## **Schedule A Team Members' Integrated Service Network Assignments**

### **ADDICTIONS AND MENTAL HEALTH**

Addictions & Mental Health KFL&A

Ongwanada

Maltby Centre

Peer Support South East Ontario

Providence Care

Resolve Counselling Services Canada

Street Health/ Kingston Community Health Centre

System Advisory Committee (SAC)

Youth Habilitation

### **HOME CARE AND COMMUNITY SUPPORT**

Alzheimer Society KFL&A

Bayshore HealthCare Ltd

Canadian Frailty Network

Canadian Hearing Services

Care Partners

CBI Limited

CommuniCare Therapy

Hospice Kingston

Hospice Lennox & Addington

Land O'Lakes Community Services Corporation

Kaymar Rehabilitation Inc.

Medigas

Pathways to Independence

Providence Care

Quinte and District Rehabilitation

Rural Frontenac Community Services

Southern Frontenac Community Services

Saint Elizabeth Health Care

Victorian Order of Nurses for Canada-Ontario Branch

### **HOSPITAL**

Kingston Health Sciences Centre

Lennox & Addington County General Hospital

Providence Care

### **INTEGRATED SERVICES FOR HEALTHY COMMUNITY AND WELLNESS**

City of Kingston

Kingston Community Health Centre

Kingston Frontenac Lennox & Addington Public Health

### **LONG-TERM CARE**

Pine Meadow Nursing Home

Providence Care

Rideaucrest, City of Kingston

## **PRIMARY CARE**

Indigenous Inter-professional Care Team (IIPCT)

Kingston Community Health Centre

Napanee Community Health Centre

Primary Care Alliance (Includes 160 Family Physicians, Family Health Teams, Family Health Organizations, Family Health Groups, and other primary care physicians)

## **SPECIALIST**

Kingston Orthopedic Pain Institute (KOPI)

Quarry Foot and Wound Care Clinic

Southeastern Ontario Academic Medical Organization (SEAMO – representing over 300 physicians in 30 specialties)

**Involved in each Working group the following groups have signed as partners representing the People of the OHT. Many other have been consulted since the submission of the OHT application and will be part of the work moving forward. This is work in progress.**

Ardoch Algonquin First Nation

Indigenous Health Council

Patient Family Advisor Council - Kingston Health Sciences Centre

Patient Family Advisor Council - Lennox & Addington County General Hospital

Réseau des services de santé en français de l'Est de l'Ontario

## **ORGANIZATIONAL SUPPORTS**

OMA District 7

Queen's University Centre for Advanced Computing

Queen's University Department of Family Medicine

Queen's University Department of Psychiatry

Queen's University Faculty of Health Sciences

Queen's University, Health Services and Policy Research Institute

Queen's University Human Mobility Research Centre

Queen's University School of Policy Studies

Queen's University School of Rehabilitation Therapy

Shared Support Services Southeastern Ontario (3SO)

St. Lawrence College

## Schedule B

Transitional Leadership Collaborative – Terms of Reference	
Mandate	<p>The Transitional Leadership Collaborative’s role is to provide a forum for the Team Members to plan, design, implement, and oversee the FLA-OHT. The Transitional Leadership Collaborative’s roles and responsibilities include to:</p> <p>Planning and Priorities</p> <ol style="list-style-type: none"><li>1. establish an overall strategic plan for the FLA-OHT and develop an annual work plan consistent with the strategic plan;</li><li>2. identify and measure the priority populations for the FLA-OHT and the impact of decisions on them;</li><li>3. facilitate and oversee the development of a digital health strategy;</li><li>4. develop the name and central brand for the FLA-OHT; and</li><li>5. identify, implement, and oversee Projects and Project Agreements.</li></ol> <p>Quality and Risk</p> <ol style="list-style-type: none"><li>1. review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the FLA-OHT;</li><li>2. identify risk issues and consider risk allocation, mitigation, and corrective actions for FLA-OHT activities;</li><li>3. develop a complaints and significant event process for issues that impact more than one Team Member;</li><li>4. develop a risk management process for issues that could negatively impact the FLA-OHT;</li><li>5. develop patient, family and provider surveys and other quality tools; and</li><li>6. develop a quality and safety framework.</li></ol>

### Resources and Accountability

1. develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the FLA-OHT as well as human resources, capital, and facilities and costs related to supporting the work of the FLA-OHT;
2. review and collaborate on accounting and financial performance,
3. through the work of the projects begin to develop a strategy for Value-Based Healthcare, including resource allocation and use, best practice, and innovation;
4. develop clinical and financial accountability standards; and
5. develop a strategic physician services partnership

### Engagement and Reporting

6. develop and implement a joint communications strategy, including communication to stakeholders and the community;
7. engage with and seek input from Team Members and Networks;
8. ensure engagement at a board to board level among Team Members; and
9. Report from time to time to Team Members on the work of the Transitional Leadership Collaborative and any subcommittees and working groups.

### 10. Education, Research and Innovation

- a) Develop an academic strategy for education and training
- b) Develop an academic strategy for research and Innovation

### Evaluation and Performance

11. Develop an evaluation and performance strategy; and linked to government agencies (eg IC/ES, CIHI) to measure performance against the strategic plan and annual operating plans

	<p><b>Decision Making and Compliance</b></p> <p>12. evaluate and identify areas of improvement in the integrated leadership and decision making structure of the FLA-OHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the FLA-OHT;</p> <p>13. discuss compliance with, and amendments to, these Terms of Reference, the Framework, or a Project Agreement;</p> <p>14. facilitate dispute resolution;</p> <p>15. ensure compliance with all reporting requirements; and</p> <p>16. ensure decisions and corresponding actions are system- and population- focused.</p> <p>Other</p> <p>Perform the roles assigned to the Transitional Leadership Collaborative under the Framework.</p>
<p><b>Subcommittees and Working Groups</b></p>	<p>The Transitional Leadership Collaborative may establish one or more subcommittees or working groups to assist it in fulfilling its role. The Transitional Leadership Collaborative shall determine the mandate and composition of any such subcommittee or working group. Each subcommittee and/or working group shall have its own Terms of Reference.</p>
<p><b>Membership</b></p>	<p>The Transitional Leadership Collaborative shall be comprised of the following voting members:</p> <p>1. Designates of the Networks as follows:</p> <ul style="list-style-type: none"> <li>(i) Primary Care Alliance (2)</li> <li>(ii) Home care and community support services; (2)</li> <li>(iii) Hospital services; (1)</li> <li>(iv) Long-term care home services; (1)</li> <li>(v) Addictions and Mental health services;(1)</li> <li>(vi) Speciality Care Services (1)</li> <li>(vii) Integrated Wellness Services (2)</li> </ul>

	<ol style="list-style-type: none"> <li>2. Representatives of the Municipalities – County(1) and City(1)</li> <li>3. Members of the PFAC. (2)</li> <li>4. Indigenous Community Members. (2)  An Elder appointed by the Indigenous Network shall also be a non-voting member of the TLC.</li> <li>5. Members at large – appointed from a skills-based framework of the supporting structures of the OHT to support the strategic goals of the OHT (non-voting members) <ol style="list-style-type: none"> <li>(a) Finance/Accountability/Economics/Value</li> <li>(b) Quality/Evaluation &amp; Research/Education</li> <li>(c) Digital Technologies</li> <li>(d) Communications and Engagement</li> <li>(e) Health Home Foundations</li> </ol> </li> </ol>
<p>Selecting and Changing Membership</p>	<p>Transitional Leadership Collaborative members who are designates of a Network shall be selected through a process approved by the Transitional Leadership Collaborative in consultation with the Team Members of the respective Network.</p> <p>TLC members are expected to bring their knowledge and experience from their service, occupation or specialization recognizing a member serves as representative of a network, not an individual or a single agency or organization.</p> <p>A Network, the PFAC or the PCA may replace its member or members, as the case may be, on the Transitional Leadership Collaborative or appoint a temporary alternative at its own discretion on reasonable notice to the Transitional Leadership Collaborative provided the process followed is acceptable to the Transitional Leadership Collaborative.</p> <p>The Transitional Leadership Collaborative, by a majority vote, may require a Network, the PFAC or the PCA to replace its Transitional Leadership Collaborative member where that member is not acting in accordance with the guiding principles and in pursuit of the Shared Objectives of the FLA-OHT. The replacement member shall be selected through a process approved by the Transitional Leadership Collaborative.</p>

Moderator	<p>The Transitional Leadership Collaborative shall appoint an independent moderator.</p> <p>The Moderator shall be appointed annually.</p>
Fund Manager	<p>The Transitional Leadership Collaborative shall, by a majority vote, select a Team Member to be a “Fund Manager” (for a term to be agreed) to, as directed by the Transitional Leadership Collaborative, receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the FLA-OHT. The Fund Manager will submit financial reports to the Transitional Leadership Collaborative on a monthly basis and retain financial records for at least seven years.</p>
Meetings	<p>Meetings shall be held at a minimum quarterly. The Moderator may determine the meeting procedures. Agendas will be sent in advance and indicate if decisions are known to be required. Meetings may be by any available technology. Guests may attend a meeting upon consent of a majority of the Transitional Leadership Collaborative 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 Moderator.</p>
Quorum	<p>Quorum will be a majority of the voting members of the Transitional Leadership Collaborative present in-person or electronically. (50%+1)</p> <p>If a member is not able to attend, the member may (but is not required to) send a designate from their Network for that meeting, who shall 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>
Decisions	<p>Unless otherwise specified in a decision-making framework adopted by unanimous approval of the Transitional Leadership Collaborative, decisions will be made by consensus.</p> <p>Consensus means that each member is prepared to support the decision or, if applicable, recommend it to their board of directors, organization, or respective Network Team Members, as the case may be, even if they do not agree with the decision/recommendation. If consensus cannot be reached, the Transitional Leadership Collaborative shall resort to paragraph 2 of the dispute resolution provisions of Schedule D of the Framework.</p>

	<p>The Transitional Leadership Collaborative may, by unanimous approval of the Transitional Leadership Collaborative members, adopt a decision-making framework that identifies types of decisions where a majority vote or other specified percentage is sufficient to bind all Transitional Leadership Collaborative members.</p>
Minutes	<p>Meeting minutes will document deliberations and recommendations. 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 Transitional Leadership Collaborative members.</p>
Information Sharing	<p>The Transitional Leadership Collaborative shall develop a protocol for how information is shared with Team Members and their respective boards of directors or governing bodies, the PFAC, the PCA, subcommittees and working groups.</p>
Confidentiality	<p>The Transitional Leadership Collaborative members shall respect the confidentiality of information received by, and discussions of, the Transitional Leadership Collaborative.</p> <p>Transitional Leadership Collaborative members shall share information in accordance with the protocol adopted by the Transitional Leadership Collaborative from time to time.</p> <p>Transitional Leadership Collaborative members and all members of subcommittees or 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 Transitional Leadership Collaborative or one of its subcommittees or working groups as applicable and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Transitional Leadership Collaborative from time to time.</p>
Policies	<p>The Transitional Leadership Collaborative may adopt policies, protocols, and procedures to support the work of the Transitional Leadership Collaborative and its subcommittees and working groups.</p>
Review and Amendment	<p>These Terms of Reference shall be reviewed annually by the Transitional Leadership Collaborative and may be amended only with the written agreement of the Team Members.</p>

REVIEWED:

These Terms of Reference will be reviewed annually.

Date of Last Review: ●, 2020

**Schedule C Draft Terms of Reference for Patient/Client, Family, and Caregiver  
Advisory Council**

**[TO BE DEVELOPED]**

## **Schedule D Process for Implementation of Project**

### 1. Implementation.

- (a) The Transitional Leadership Collaborative 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 Framework and the principles and requirements set out in paragraphs 2 and 3 of this Schedule. Each Project plan and where applicable Project Agreement, shall set out relevant considerations, terms and conditions including clear and transparent accountabilities for the specific Project;
  - (iii) ensure each project is supported by the strategic support groups to coordinate the foundations of the OHT across each project; and
  - (iv) ensure where possible each project has an identified Knowledge Keeper appointed by Indigenous Peoples
- (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) Each Team Member shall retain all of its books and records made solely in connection with a Project in accordance with its own record retention policies and shall make them open to examination and copying by the other Team Members during their respective retention periods. All documents related to each Project shall be accessible to the other 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;
- (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) dispute resolution provisions if the provisions of the Framework are not to apply;
- (j) 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.

## **Schedule E Inter Team Performance and Dispute Resolution**

1. The Team Members shall use their best efforts to resolve inter team performance issues and 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 Transitional Leadership Collaborative.
2. The Transitional Leadership Collaborative shall work to resolve the dispute in an amicable and constructive manner in alignment with our guiding principles. If the Transitional Leadership Collaborative members have made reasonable efforts, and the dispute remains unresolved, the Transitional Leadership Collaborative 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, as an 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 Framework.

