

**Lanark, Leeds and Grenville
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 LLP (BLG).

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

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1. Definitions. In this Decision-Making Framework Agreement:

- a) “**Framework**” means this Collaborative Decision-Making Framework Agreement, and includes all schedules, as amended from time to time.
- b) “**LLG OHT**” means the Lanark, Leeds and Grenville Ontario Health Team, comprised of the Team Members.
- c) “**Team Members**” means the signatories to this agreement including anchor members, affiliates and supporters.
- d) “**Anchor Members**” means organizations that contribute to the health and well-being of the LLG community, are involved in decision-making, planning, design and projects of the OHT and contribute to the success of the OHT by leveraging financial and/or in kind resources.
- e) “**Affiliates**” means organizations that contribute to the health and well-being of the LLG community, provide input to enable decision-making and participate in planning, design and projects of the OHT.
- f) “**Supporters**” means organizations/entities that contribute to the health and well-being of the LLG community and are interested in providing input and receiving information on OHT activities but not actively participate in planning and design.
- g) “**LEAN**” means the Lived Experience Advisory Network, which is made up of patients, clients, families and caregivers who seek and/or receive services from Team Members within the LLG OHT.
- h) “**Sector Tables**” means the self-directed groups of Team Members with common interests and goals who meet to discuss topics that are sector specific, as described in paragraph 4 of this agreement.
- i) “**Multi-Sectoral Committees**” means the regional tables (North/South) which provide a forum for all Team Members and stakeholders to be informed and contribute to the activities of the LLG OHT. These committees will nominate members to participate in the Collaboration Council ensuring geographic and sector representation, as described in paragraph 5 and Schedule C of this agreement.
- j) “**Collaboration Council**” means the collaborative leadership group consisting of non-for-profit anchor members, as described in paragraph 6 and 7 and Schedule B of this agreement.
- k) “**Project Participants**” means Team Members and any other non-OHT members participating on priority project teams/working groups.

2. Purpose of this Decision-Making Framework

The Connected for Care: Lanark, Leeds and Grenville Ontario Health Team (“**LLG-OHT**”) has been designated as an Ontario Health Team (“**OHT**”) by the Minister of Health.

The organizations (“**Team Members**”) that have signed this 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 LLG-OHT to achieve the Shared Objective;
- Establish a collaboration council (“**Collaboration Council**”) and other organizational structures to enable the work of Team Members to achieve the Shared Objective for year one; and
- Set out the rights and obligations of Team Members.

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

3. Vision, Values and Guiding Principles

The LLG OHT will create an Ontario Health Team consistent with the Ministry of Health’s definition and vision for Ontario Health Teams:

- Ontario Health Teams are groups of providers and organizations that are clinically and fiscally accountable for delivering a full and coordinated continuum of care to a defined population.

The LLG OHT Team Members will continue to collaborate to meet the Ministry of Health’s goals for Ontario Health Teams, which are as follows:

1. Provide a full and coordinated continuum of care for a defined population within a geographic region;
2. Offer patients 24/7 access to coordination of care and system navigation services and work to ensure patients experience seamless transitions throughout their care journey;
3. Improve performance across a range of outcomes linked to the ‘Quadruple Aim’ and be measured and reported against a standardized performance framework:

- Better patient and population health outcomes;
 - Better patient, family caregiver experience;
 - Better provider experience; and
 - Better value;
4. Operate within a single, clear accountability framework and receive funding through an integrated funding envelope;
 5. Reinvest into front line care; and
 6. Take a digital first approach, in alignment with provincial digital health policies and standards, including the provision of digital choices for patients to access care and health information and the use of digital tools to communicate and share information among providers.

Guiding Principles:

Commitment to our Patients/Clients, Caregivers and Families

- In keeping with our respective organizational mission, vision, and value statements, we will deliver care that results in the best possible outcomes and experiences. We will be driven by the needs of our Patients/Clients, Caregivers, Families and Community while respecting members' existing obligations to their partners, funders, and employees.

Commitment to a High Performing Local Health System

- We will apply a robust evaluation framework to support quality improvement and to be accountable to our Patients/Clients, Caregivers, Families and Community.

Population Health, Equity and Access

- We are committed to eliminating barriers to access and achieving equitable, inclusive, respectful and culturally safe care and services, with particular focus on the unique barriers to health for rural seniors, Indigenous, Francophone or otherwise marginalized populations. We will support the building of community capacity for prevention and early intervention.

Authentic Partnerships and Co-Design in the System Transformation

- We are committed to authentic partnership and co-design in our planning, implementation and evaluation, embedding the perspective of patients/clients, caregivers and families in our work every step of the way.

Collaborative Culture

- Collaboration is grounded in recognizing our respective strengths and building on shared trust as we support our consensus based decision-making model. We will establish a culture of transparency, mutual respect, teamwork and co-design to identify opportunities to be more efficient and effective for the people we serve, rather than the interests we represent.

Coordination and Integration

- Solutions that are coordinated and integrated will better serve our patients/clients, caregivers and families by transforming people's experiences of care. We will build a system in which our patients/clients experience integrated care and seamless transitions throughout their care journey.

Innovation and Excellence

- A commitment to innovation and excellence will underpin the work of our OHT. We will be creative and evidence-based in our solutions.

Commitment to a Journey

- We will support a culture of critical thinking and continuous learning that will better service our patients/clients, families, caregivers and community. We commit to the process of change as our health system matures.

Digital Transformation

- Provide patients/clients, caregivers and families with the opportunity to access their own information and providers to share information with one another in order to minimize duplication. We will be strategically driven and outcome oriented as we develop our foundational model of how we deploy digital health services across the region.

Spread and Sustainability

- We will act for the individual and learn for the population. The savings we create through collaborative efforts will be used to further LLG-OHT joint efforts to better serve our attributed population.

Organizational Capacities

- We will respect the capacity that each organization has to contribute to the OHT with respect to their financial resources, skilled labour force, and contributions of their volunteers including Board of Directors.

4. Team Members and Sectors

a) Commitments

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

- The shared vision, values and guiding principles set out in paragraph 3.
- 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.
- Adhere to the provisions of this Framework with respect to information sharing, transparency, privacy and confidentiality set out in paragraph 13.
- Participate in the collaborative decision-making structures as provided in this Framework.
- Anchor members will make resource contribution as determined by the Collaboration Council in consultation with all members.
- Give notices as are required under this Framework in respect of involuntary or voluntary integrations.

b) Levels of Participation

- Anchor Members
 - Contribute to the health and well-being of the LLG community
 - Commit to transparency and communication across the health care and support system
 - Share information back at tables to support the collaborative decision-making process
 - Ensure the Chief Executive Officer or Executive Director (or delegate), and other senior management, make time to engage in OHT meetings and subsequent work
 - Participate in specific patient/client projects
 - Commit to support the work of the LLG OHT by offering financial and/or kind resources, which may, with appropriate consultation and agreement with Team Members, be determined by the Collaboration Council to be necessary. Costs incurred externally and outside routine scope for your organization would be considered eligible to contributing to the OHT. Contributions and methodology of cost allocation will be reviewed annually. New anchor members who

join through-out the year will have their financial contribution prorated based on their date of joining.

Note: At this point in time, only non-for-profit anchor members will sit at the collaboration council.

- Affiliates
 - Contribute to the health and well-being of the LLG community
 - Provide input to the Collaboration Council to enable decision-making
 - Participate in planning and design of the OHT
 - Sit on sub-committees and projects teams as appropriate
 - Stay informed of OHT decisions and activities
- Supporters
 - Contribute to the health and well-being of the LLG community
 - Sit on sub-committees and projects teams as appropriate
 - Stay informed of OHT decisions and activities

c) Sectors

A sector is a group of team members who offer a similar service and have common interests and goals. Team members within a sector may choose to meet as a table to discuss sector-specific topics and bring forward sector-specific recommendations to the Multi-Sectoral Committees and/or Collaboration Council as required. The categorization of members into sectors provides an organizational structure for the identification of individuals to be members of the various project teams and committees.

The Collaboration Council will from time to time assign or reassign Team Members to a Sector. **A Team Member may belong to more than one Sector.**

At initiation of the OHT, Team Members represent the following groups:

- Primary care services
- Hospital services
- Mental health and/or addictions services (including Violence Against Women)
- Home care and community supports
- Developmental services
- Community health and wellness

- Social services
 - Preventative care
 - Housing
 - Health promotion
 - Public health
 - County and municipalities
- Long-term care
 - Emergency health services

Sectors may be amalgamated, subdivided or removed, and new Sectors may be added by the Collaboration Council.

Schedule A sets out the Sectors to which the initial signatories to this Framework belong.

d) Admitting New Team Members

New partners may self-identify and ask to join the LLG OHT or some may be asked to join. All new requests will be reviewed and discussed by the Collaboration Council to determine appropriateness. Any new member must review and agree to the guiding principles and any foundational documents prior to joining the LLG OHT. New members will also need to become a signatory to this framework. The Collaboration Council in consultation with the new Team Member shall assign each new Team Member to one or more sectors, a Multi-Sectoral Committee and a level of participation within the OHT.

(e) Material Change to OHT Membership

In the case of a material change to the OHT Membership, members may need to seek approval from their individual governors. Material change may include changes to scope and principles (i.e. Amalgamating with another OHT).

5. Multi-Sectoral Committees

The Multi-Sectoral Committees will support integrated care delivery and are established as regional tables to provide a forum for all Team Members and stakeholders to be informed and contribute to the activities of the LLG OHT. These committees will bring forward recommendations to the Collaboration Council and will inform the decision-making made by the Collaboration Council.

In year one, there will be both a North and South Multi-Sectoral Committee to ensure robust communication and relationship building across the wide range of partners and large geographical area served by the LLG OHT. These committees will each nominate members to participate in the Collaboration Council ensuring geographic and sector representation.

Team Members can sit at both the North and South Multi-Sectoral Committees. Decisions will be made by consensus; ensuring recommendations put forth to the Collaboration Council have the support of all Team Members. If decisions cannot be made using consensus and voting is required, to ensure equity, organizations will only be able to vote at one Committee and therefore must select a primary designation (North or South Multi-Sectoral Committee) for voting purposes.

Draft terms of reference are set out in Schedule C.

6. Collaboration Council

The Collaboration Council is established as the collaborative decision-making body of the Team Members and the LLG-OHT.

The composition, mandate and processes of the Collaboration Council are set out in Schedule B.

For greater certainty, the Collaboration Council has no authority to make a decision binding on a Team Member except as specifically set out in this Framework and in Schedule B.

The Collaboration Council will not duplicate or replace any Team Member's governance or operational decision-making. The purpose of the Collaboration Council 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.

7. Collaboration Council Members: Roles and Duties

- (a) The role of the Collaboration Council members is to provide a broad sectorial and strategic view of matters considered by the Collaboration Council.
- (b) Collaboration Council members are expected to bring their knowledge and experience from their service, occupation or specialization.
- (c) Collaboration Council 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 Sector.

- (d) Collaboration Council members will serve one year subject to re-appointment by their Multi-Sectoral Committee. Term length will be reviewed after the first year to determine if a two-year membership is appropriate in future years. Terms may be shortened for members who are unable to meet their responsibilities. While a Team Member may belong to more than one Sector or Multi-Sectoral Committee, no individual may hold more than one seat at the Collaboration Council. No organization with the same Executive Director/ Chief Executive Officer may be represented at the Council twice.

8. 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 Team Members within the LLG-OHT.

The Team Members, the Collaboration Council and the LLG-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 Collaboration Council, will establish a Lived Experience Advisory Network (“LEAN”) with terms of reference substantially similar to the draft terms of reference set out in Schedule D. Representation from the LEAN will be included in the Collaboration Council as provided in Schedule B and in the working groups and subcommittees of the Collaboration Council as appropriate.

The LLG OHT will adopt the Ontario Patient Declaration of Values for year one as recommended by the LEAN.

9. Role of Primary Care Network

The Team Members will support the establishment of a Primary Care Network (“PCN”), which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. Representation from the PCN will be included in the Collaboration Council as provided in Schedule B and act as a liaison and ensure that the voice of primary care providers is represented at the Collaboration Council.

10. Communication and Engagement

The Collaboration Council 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 Collaboration Council is collectively responsible for seeking input from and relaying information to all Team Members. Where selected by Team Members in a Multi-Sectoral Committee, members of the Collaboration Council are responsible for seeking input from and relaying information to their respective Multi-Sectoral Committee Team Members, as well as Sector Team Members where appropriate. The Collaboration Council representatives from the

Primary Care Network and Lived Experience Advisory Network are equally responsible for seeking input from and relaying information to their respective Networks.

The Collaboration Council will establish a standardized process for engagement and reporting with Team Members and stakeholders by the committees and working groups as part of the communication and engagement plan for the LLG-OHT.

11. Projects

To fulfill the Shared Objectives of the Team Members of the LLG-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. Integration with Others

If a Team Member is contemplating an integration (as defined in the *Connecting Care Act, 2019*) or in instances where the Minister of Health may order an integration involving one or more Team Members, the applicable legislation will be followed.

13. 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 Collaboration Council and subcommittees and working groups of the Collaboration Council 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 Collaboration Council 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, in accordance with applicable laws.
- 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:

- was known to or received by the receiving Team Member before its receipt from the disclosing Team Member (unless acquired on a confidential basis);
 - 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
 - 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 LLG-OHT shall be planned, coordinated and approved by the Collaboration Council, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Collaboration Council, except where required to do so by applicable laws or governmental or public authority requirements. The spokespersons for the LLG-OHT shall be such member or members of the Collaboration Council as determined by the Collaboration Council from time to time.

14. 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 acting in good faith.

15. Term, Termination, Withdrawal and Expulsion

- a) Term. This Framework shall start on the date of this Framework and shall continue indefinitely, unless terminated by the mutual written agreement of all Team Members. This agreement will be reviewed by one year of the original date of signing and then every two years following.
- b) Voluntary Withdrawal. A Team Member may withdraw from this Framework by providing at least 90 days' notice to the other Team Members and to the Collaboration Council.
- c) Expulsion. A Team Member may be expelled from the LLG-OHT, and thereby cease to be a party to this Framework. A Team Member will be provided 90 days

notice by the Collaboration Council of the expulsion. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Framework or a Project or Project Agreement, no longer agrees to the Shared Objectives, or is disruptive to the consensual governing process at the Collaboration Council. 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 Collaboration Council; and (b) a party to a Project Agreement may withdraw from the Project Agreement by giving at least 90 days' notice to the Collaboration Council and the other parties to the Project Agreement.
- e) Consequences of Termination, Withdrawal or Expulsion.
- A Team Member that withdraws or is expelled from this Framework shall cease to be a party to this Framework. Termination of, or withdrawal or expulsion from, this Framework shall not automatically constitute termination of, or withdrawal or expulsion from, any Project or Project Agreement.
 - Withdrawal from or termination of one Project or Project Agreement shall not automatically constitute withdrawal from or termination of this Framework or any other Project or Project Agreement.
 - A Team Member that terminates, withdraws from or is expelled from a Project or Project Agreement or this Framework, shall remain accountable for its obligations, including resource contribution prorated to the date of expulsion, and actions and omissions before the effective date of the withdrawal or expulsion, and shall work with the Collaboration Council to develop strategies to reasonably fill any resource or service gaps left by the termination, withdrawal or expulsion.

16. 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) Notices. Where in this Framework a Team Member must give or make any notice or other communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the intended Team Member at the address set out on the signature pages of this Framework. Notice or communication shall

be deemed received one Business Day after delivery or sending. The address of a Team Member may be changed by notice as provided in this paragraph. “Business Day” means any working day, Monday to Friday, excluding statutory holidays observed in Ontario.

- c) Entire Framework. With respect to its subject matter, this Framework contains the entire understanding of the Team Members and supersedes all previous, understandings and agreements, written or oral, between and among the Team Members respecting the subject matter of this Framework.
- d) Amendment. Subject to paragraph 15.e), this Framework may be amended only by mutual written agreement. 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 Framework, the Team Members shall work cooperatively to amend this Framework to accommodate the change. A Project Agreement may be amended in accordance with the provisions of the Project Agreement without necessitating a Framework amendment.
- e) Assignment. No Team Member may assign its rights or obligations under this Framework without the prior written consent of the other Team Members. This Framework enures to the benefit of and binds the Team Members and their respective successors and permitted assigns. Notwithstanding the foregoing, but subject to paragraph 12, a Team Member may assign this Framework without consent in the event of an integration order of the Minister of Health.
- f) No Waiver. No waiver of any provision of this Framework is binding unless it is in writing and signed by the Team Member entitled to grant the waiver.
- g) Severability. Each provision of this Framework is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.
- h) Counterparts. This Framework may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Framework Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Framework Agreement.
- i) Survival. Paragraphs 13, 14 and 15 survive a Team Member’s withdrawal or expulsion from or termination of this Framework.
- j) 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' Sector Assignments

Members may belong to and sit at multiple sector tables if desired and appropriate based on service delivery.

- Primary care services
 - Rideau Community Health Services
 - Country Roads Community Health Centre
 - Prescott Family Health Team
 - Smiths Falls Nurse Practitioner Led Clinic
 - Perth and Smiths Falls Family Health Organization
 - Perth Family Health Organization
 - Athens District Family Health Team
 - Leeds and Grenville Community Family Health Team
 - Upper Canada Family Health Team
 - Brockville Family Health Organization
 - Lanark, Renfrew Health and Community Services
- Hospital services
 - Perth and Smiths Falls District Hospital
 - Brockville General Hospital
 - Almonte General Hospital
 - Carleton Place & District Memorial Hospital
- Mental health or addictions services (including Violence Against Women)
 - Lanark, Leeds and Grenville Addictions and Mental Health
 - Lanark County Mental Health
 - Children's Mental Health of Leeds and Grenville

- Canadian Addiction Treatment Centres
- Peer Support South Eastern Ontario
- Open Doors for Lanark Children and Youth
- Lanark County Interval House
- Home care and community supports
 - Nurse Next Door
 - Bayshore Health Care
 - CarePartners
 - Community Home Support Lanark County
 - Senior Support Services - CPHC
 - Alzheimer Society Lanark Leeds Grenville
 - Providence Care
 - March of Dimes Canada
 - Carebridge Community Support
 - Perth Enrichment Program – Seniors Therapeutic Centre
 - North Lanark Palliative Care Network
- Developmental services
 - Developmental Services of Leeds and Grenville
 - Ongwanada
- Community health and wellness
 - Leeds, Grenville and Lanark District Health Unit
 - Bridging Generations, Age Friendly Pakenham
 - United Way East Ontario
 - Table Community Food Centre

- Perth and District Community Foundation
- Long-term care
 - Fairview Manor
- Emergency Health Services
 - Lanark County Paramedic Services

Schedule B Terms of Reference for The Collaboration Council

Collaboration Council – Terms of Reference	
<p>Capitalized terms used throughout these Terms of Reference have the meaning given to them in the OHT Decision-Making Framework to which these Terms of Reference are a Schedule.</p>	
Mandate	<p>The Collaboration Council operates based on the OHT’s guiding principles and its role is to provide a forum for the Team Members to plan, design, implement, and oversee the LLG-OHT. The Collaboration Council’s roles and responsibilities include:</p> <p>Planning and Priorities</p> <ol style="list-style-type: none"> 1. establish an overall strategic plan for the LLG-OHT and develop an annual work plan consistent with the strategic plan; 2. identify and measure the priority populations for the LLG-OHT and the impact of decisions on them; 3. develop the name and central brand for the LLG-OHT; and 4. identify, implement, oversee and evaluate Projects and Project Agreements. <p>Quality and Risk</p> <ol style="list-style-type: none"> 1. continue to develop, review, collaborate on, and monitor safety and quality standards and performance and quality improvement as the LLG-OHT moves to maturity; 2. identify risk issues and consider risk allocation, mitigation, and corrective actions for LLG-OHT activities; 3. develop a complaints and significant event process for issues that impact more than one Team Member; 4. develop a risk management process for issues that could negatively impact the LLG-OHT; and 5. review and approve standards for cyber security risk for technology that enables sharing. <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 LLG-OHT as

	<p>well as human resources, capital, and facilities and costs related to supporting the work of the LLG-OHT;</p> <ol style="list-style-type: none"> 2. review and collaborate on financial performance, resource allocation and use, best practice, and innovation; 3. develop clinical and financial accountability standards; 4. determine membership fees to be paid by Team Members, if any; and 5. develop an approach to a digital health strategy. <p>Engagement and Reporting</p> <ol style="list-style-type: none"> 1. develop and implement a joint communications strategy, including communication to stakeholders and the community; 2. report on health system performance including quadruple aim for year one population and beyond; 3. engage with and seek input from Team Members and Sectors 4. ensure engagement at a board to board level among Team Members; 5. ensure robust community involvement with community council; and 6. report from time to time to Team Members on the work of the Collaboration Council and any subcommittees and working groups. <p>Consensus Based Decision-Making 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 LLG-OHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the LLG-OHT; 2. discuss compliance with, and amendments to, these Terms of Reference, the Framework, or a Project Agreement; 3. facilitate dispute resolution; and 4. ensure compliance with all reporting requirements.
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	<p>Other</p> <p>Perform the roles assigned to the Collaboration Council under the Framework.</p>
<p>Subcommittees and Working Groups</p>	<p>The Collaboration Council may establish one or more subcommittees or working groups to assist it in fulfilling its role. The Collaboration Council shall determine the mandate and composition of any such subcommittee or working group.</p>
<p>Membership</p>	<p>The Collaboration Council shall be comprised of the following voting members:</p> <ol style="list-style-type: none"> 1. Maximum of 8 from North Multi-Sectoral Committee 2. Maximum of 8 from South Multi-Sectoral Committee 3. 2 from Lived Experience Advisory Network (LEAN) 4. 2 from Primary Care Network (PCN) <p>Members on the Collaboration Council are identified by the committees/networks. Members from the Multi-Sectoral Committees on the Collaboration Council need to be non-for-profit anchor members and endeavour to ensure sectoral representation. No organization with the same ED/CEO may be represented at the Council twice.</p> <p>Ex-officio members/structural supports (non-voting members) could include: Communications, Digital, Quality, etc.</p> <p>Guests may be invited to assist the Council as appropriate.</p>
<p>Selecting and Changing Membership</p>	<p>Collaboration Council members who are designates of a Multi-Sectoral Committee shall be selected through a process approved by the Collaboration Council in consultation with the Team Members.</p> <p>A Multi-Sectoral Committee, the LEAN or the PCN may replace its member or members, as the case may be, on the Collaboration Council or appoint a temporary alternative at its own discretion on reasonable notice to the Collaboration Council provided the process followed is acceptable to the Collaboration Council.</p> <p>The Collaboration Council, by a majority vote, may require a Multi-Sectoral Committee, the LEAN or the PCN to replace its Collaboration Council member where that member is not acting in accordance with the guiding principles and in pursuit of the Shared Objectives of the LLG-OHT. The replacement member shall be selected through a process approved by the Collaboration Council.</p>

Co-Chairs	<p>The Collaboration Council shall have two Co-Chairs, who shall be elected by a majority vote of the Collaboration Council members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making of the Collaboration Council.</p> <p>The Co-Chairs shall be elected annually from among the members of the Collaboration Council.</p>
Fund Manager	<p>The Collaboration Council 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 Collaboration Council, receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the LLG-OHT. The Fund Manager will submit financial reports to the Collaboration Council on a monthly basis and retain financial records for at least seven years.</p>
Meetings	<p>Meetings shall be held at a minimum quarterly. Meetings will be held at the call of the acting Co-Chair or upon the request of another Collaborative Council member in consultation with the Co-Chair. The acting Co-Chair may determine the meeting procedures. Agendas will be sent one week 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 Collaboration Council 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>
Quorum	<p>Quorum will be all members of the Collaboration Council present in-person or electronically.</p> <p>If a member is not able to attend, the member may (but is not required to):</p> <ul style="list-style-type: none"> (a) send a previously identified designate for that meeting, who shall be included in quorum and may vote, or (b) consent to the meeting proceeding in the member’s absence by so informing the acting Co-Chair in which case the member shall be deemed to have consented to all business transacted at the meeting for which prior notice was given, and (c) in extraordinary circumstances, if a member or designate is unable to attend decisions that impact the

	<p>organization not in attendance will be consulted prior to final approval.</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 Collaboration Council, 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 Sector Team Members, as the case may be, even if they do not agree with the decision/recommendation.</p> <p>If consensus cannot be reached and making a decision or ‘acting’ at that time would be critical to the OHT, the Collaboration Council may decide to vote. The decision of whether to vote will be decided by a simple majority of Collaboration Council members and a simple majority is needed to decide the question. A decision-making tool has been developed and can be referenced to support the process of consensus and/or voting as needed.</p> <p>If further action is required to resolve an issue, the Collaboration Council shall resort to the dispute resolution provisions of Schedule F of the Framework.</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 Collaboration Council members.</p>
Information Sharing	<p>The Collaboration Council shall develop a protocol for how information is shared with Team Members and their respective boards of directors or governing bodies, the LEAN, the PCN, subcommittees, working groups and community members.</p>
Confidentiality	<p>The Collaboration Council members shall respect the confidentiality of information received by, and discussions of, the Collaboration Council.</p> <p>Collaboration Council members shall share information in accordance with the protocol adopted by the Collaboration Council from time to time.</p> <p>Collaboration Council 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 Collaboration Council or one of</p>

	its subcommittees or working groups as applicable and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Collaboration Council from time to time.
Policies	The Collaboration Council may adopt policies, protocols, and procedures to support the work of the Collaboration Council and its subcommittees and working groups.
Review and Amendment	These Terms of Reference shall be reviewed annually by the Collaboration Council and may be amended only with the written agreement of the Team Members. Date of Last Review: February 12, 2021

Schedule C Draft Terms of Reference for Multi-Sectoral Committees

Purpose	<p>The Multi-Sectoral Committees will assist with the priorities set by the Collaboration Council and will resource the Collaboration Council by providing a forum for all Team Members and stakeholders to be informed and contribute to the activities of the LLG OHT. These committees will bring forward recommendations to the Collaboration Council and will inform the decision-making made by the Collaboration Council.</p> <p>In year one, there will be both a North and South Multi-Sectoral Committee to ensure robust communication and relationship building across the wide range of partners and large geographical area served by the LLG OHT. These committees will each nominate members to participate in the Collaboration Council ensuring geographic and sector representation.</p>
Functions	<ul style="list-style-type: none"> • Facilitation of participation amongst all interested and potential LLG OHT partners to ensure the opportunity for all stakeholders to be informed and have the ability to provide input to the OHT activities • Nominate members to the Collaboration Council ensuring geographic and sector representation as per the Collaboration Council Terms of Reference • Provide communication to all stakeholders through their minutes and regularly scheduled meetings

Accountability & Reporting	<p>A resource person or delegate will be responsible for the recording of minutes at each meeting. The Chair or delegate will assume responsibility for reporting to the Collaboration Council.</p> <p>Team Members selected by the Multi-Sectoral Committee to sit on the Collaboration Council are responsible for seeking input from and relaying information to their respective Multi-Sectoral Committee Team Members, as well as Sector Team Members where appropriate.</p>
Membership	<p>The Multi-Sector Committees will be inclusive of all Team Members. Team Members can sit at both the North and South Multi-Sectoral Committees. Additional stakeholders may be invited to participate in the meetings as guests.</p>
Decisions	<p>Decisions will be made by consensus; ensuring recommendations put forth to the Collaboration Council have the support of all Team Members.</p> <p>If decisions cannot be made using consensus and voting is required, to ensure equity, organizations will only be able to vote at one Committee and therefore must select a primary designation (North or South Multi-Sectoral Committee) for voting purposes.</p>
Chairperson	<p>The Chair/Co-Chairs of the Committee will be selected by its members.</p>
Meetings	<ul style="list-style-type: none"> • Meetings will occur at the call of the Co-Chairs, with a minimum of 4 times per year. • Quorum is to be 50% plus one. • Agenda and previous minutes will be distributed one week prior to the meeting. Distribution will be electronic unless a hard copy is requested.
Review	<p>These Terms of Reference shall be reviewed annually by the Collaboration Council in consultation with the Multi-Sectoral Committees and may be amended only with the written agreement of the Team Members.</p> <p>Date of Last Review: February 12, 2021</p>

Schedule D Draft Terms of Reference for Lived Experience Advisory Network

Purpose	The Lived Experience Advisory Network (LEAN) serves in an advisory capacity, making recommendations on matters that impact the experience of patients, clients, caregivers and families within the Lanark, Leeds and Grenville Ontario Health Team (LLG OHT). Committee members are key partners in shaping the way care is accessed and delivered by actively collaborating with providers that contribute to the health and well-being of the LLG community.
Responsibilities and Opportunities	<p>The LEAN brings together individuals with a variety of experiences to:</p> <ul style="list-style-type: none"> • Identify opportunities to improve the accessibility, safe delivery and quality of care • Actively partner in developing, planning and implementing continuous quality improvement initiatives • Actively promote and create new and unique opportunities for communication, collaboration and partnerships among patients, clients, caregivers families and health providers • Promote the inclusion of all voices in health and well-being journey • Make decisions and recommendations using consensus decision-making model agreed upon in the Collaborative Decision-Making Agreement (CDMA) • Provide input on concerns from working groups and standing committees and receive feedback on input
Accountability and Reporting Relationships	The LEAN communicates directly with the OHT Collaboration Council and updates the broader OHT about the work of the Network through participation on standing committees and working groups as required. Updates from the Standing Committees and Project Teams will be via minutes and verbal updates from cross-representatives.
Membership	The LEAN will consist of 10-15 members. The role of an Advisor (network member) is to share his or her unique experiences, opinions and perspectives in order to strengthen engagement of patients, clients, caregivers, families and the public in important local health planning and delivery decisions. Members may participate on focused sub-committees or working groups of the LEAN as needed based on their interests and experiences with different aspects of the health care system (i.e. Digital Health, Communications, Year 1 Priority Projects, etc.). Ad hoc members can be asked to join at any time based on particular items being

	discussed. LEAN welcomes applications from diverse communities. Membership will have a renewable two-year term.
Co-Chairs	The LEAN will be co-chaired by a LEAN Advisor and member of the OHT Collaboration Council. Co-Chairs will have alternating two-year terms.
Responsibilities of Co-Chairs	<ul style="list-style-type: none"> • The Co-Chairs or delegate guide the activities of the LEAN • The Co-Chairs represent LEAN Advisors at appropriate functions • The Co-Chairs will bring forward and make recommendations to the OHT Collaboration Council • The Co-Chairs are responsible for escalating unresolved issues to the OHT Collaboration Council
Meetings	<p>Meetings will occur at the call of the Co-Chairs, with a minimum of 4 times per year.</p> <p>Quorum is to be 50% of the lived experience advisors plus one.</p> <p>Agenda and previous minutes will be distributed one week prior to the meeting. Distribution will be electronic unless a hard copy is requested.</p>
Review	<p>The LEAN will review these terms of reference every 6 months within the first year and then annually thereafter by December 31 and approve any revisions.</p> <p>Date: February 1, 2021</p>

Schedule E Process for Implementation of Project

1. Implementation.

- (a) The Collaboration Council 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 shall set out relevant considerations, terms, evaluation expectations 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 non-OHT member project participants if applicable) 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 any other non-OHT member project 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) term, termination, withdrawal, and expulsion from the Collaboration, and consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of the Collaboration; and
- (k) 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 project teams will make recommendations to the Collaboration Council on project budgets and seek their approval
- (c) the project costs shall be shared among anchor partners and potentially affiliate partners that would see a direct benefit from the project, which may be based on time spent or respective budgets, as decided by the Collaboration Council;
- (d) 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
- (e) financial contributions and methodology of cost allocation will be reviewed annually.

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 Collaboration Council.
2. The Collaboration Council shall work to resolve the dispute in an amicable and constructive manner. If the Collaboration Council members have made reasonable efforts, and the dispute remains unresolved, the Collaboration Council 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. We will endeavour to achieve dispute resolution within 90 days.
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 in accordance with paragraph 15.b) of the Framework.

Schedule G Process for Expulsion

1. All of the Collaboration Council members, other than the member representing the Team Member at issue, must unanimously agree that expulsion is advisable.
2. Following such agreement, the Collaboration Council 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 Collaboration Council 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 Collaboration Council 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 Collaboration Council members referred to in paragraph 1 such Collaboration Council 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 in paragraph 4 and at least 75% of anchor and affiliate partners who are members at the beginning of the dispute resolution process must in writing through their authorized signatories, agree to the expulsion. Upon such written agreement, this Framework shall be deemed amended to remove the expelled Team Member as a party within 90 days.
6. Submission to the dispute resolution procedures under Schedule F of this Framework shall be a pre-condition to expulsion.