



# **Collaborative Decision-Making Arrangement**

**of the**

**Team Members of the**

**Central West Ontario Health Team under  
formation**

**(the “CW OHT”)**

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## 1. Purpose of this Collaborative Decision-Making Arrangement Framework

The Organizations and Individuals (“**Team Members**”) who have signed this Collaborative Decision-Making Arrangement Framework (“**Framework**”), which is effective September 30<sup>th</sup>, 2020, 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 health care and related services (“**Shared Objective**”), primarily within Brampton, Bramalea, Malton, North Etobicoke and West Woodbridge. The Team Members commit to working within the Ontario Health Quality Framework and use a continuous improvement approach to health system improvement.

The Team Members, who made application to the Ministry of Health as the Brampton, Etobicoke and Area Ontario Health Team under formation, have been approved to proceed to full application with the intention to be designated by the Minister of Health as an Ontario Health Team (“**OHT**”) and are operating at present under the name Brampton Etobicoke Ontario Health Team (“**BE OHT**”).

The purpose of this Framework is to:

- Set out how the BE OHT Team Members will work together before designation as a full Ontario Health Team 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; and
- Set out the intentions and commitments of Team Members, with recognition by the Team Members that this Framework is an organizing document intended to serve its stated purposes as an interim step in the process of the BE OHT moving towards designation as an Ontario Health Team. It is seen as a transitional document, likely to be in place for a few years at most or as may be determined is most fitting and useful. It is anticipated that this Framework will be amended over time as the Team Members organize further as the BE OHT, and will be replaced with other appropriate organizing documentation at a point prior to greater operational integration and/or financial integration.

## 2. Vision, Values and Guiding Principles

The Team Members agree to continue to develop and update the BE OHT Vision, Values and Guiding Principles. The Team Members commit to working towards the Vision outlined below, and upholding the Values and Guiding Principles outlined below at the time of signing:

## **Vision:**

- **The BE 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 BE OHT Team Members will continue to collaborate to meet the Ministry of Health’s goals for Ontario Health Teams, which are as follows:**
  - I. Create one connected and coordinated team providing equitable, effective and efficient health care and related services to clients, patients, families and caregivers through all stages of life.
  - II. Provide a full and coordinated continuum of health care and related services for the population of Brampton, Bramalea, North Etobicoke, Malton, West Woodbridge and the population attributed to this Ontario Health Team.
  - III. Offer patients 24/7 access to coordination of health care and related services including system navigation services and to work to ensure patients experience seamless transitions throughout their health care journey.
  - IV. Improve performance, measure and report within a standardized performance framework, including the Quadruple Aim:
    - better patient and population health outcomes;
    - better patient, family and caregiver experience;
    - better provider experience; and,
    - better value.
  - V. To operate within a single, clear accountability framework and receive funding through an integrated funding envelope, reinvesting in front line care.
  - VI. To take a digital first approach, implementing virtual solutions wherever possible and practical, taking into account digital equity.
  - VII. To connect every health care provider as part of one system of health care and related services, including facilitating timely communication between providers.

## **Values:**

### **The Team Members state their Values as follows:**

- We believe in ensuring and being accountable for delivery of health care and related services which are Client, Patient, Family and Caregiver-Centred.
- We believe in organizing so that health care provision is Equitable and includes identification and engagement of vulnerable and marginalized individuals and groups, striving to ensure that all individuals can attain their full health potential.

- We believe in practicing according to knowledge and standards which are Evidence-Based.
- We believe in embracing Innovation to improve health care outcomes.
- We seek to ensure that the Quality of Care we offer is a top priority and a continuous improvement goal.
- We believe that our values should remain relevant and valued by the communities we are serving. As a result, we commit to refresh our values statements as needed over the course of this term of this Framework.
- We believe in working with Clients, Patients, Families and Caregivers, and will develop a Patient Declaration of Values in collaboration with the BE OHT PFAC that guides the work of this Framework.

### **Guiding Principles:**

- I. We are working towards integrated care that puts clients / patients at the centre.
- II. We are one team collaborating to optimize outcomes for our clients / patients, families and caregivers.
- III. We believe that health promotion and disease prevention keep people healthy and at home longer.
- IV. We will build on our strengths to improve health care in our OHT region.
- V. We embrace high-quality standards in delivering health care and related services.

BE OHT Team Members will work towards developing and updating our Vision, Values, and Guiding Principles by engaging clients, patients, families, caregivers and partners of the BE OHT.

### **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 Objective and to endeavour to eliminate, minimise or mitigate any conflict between the Shared Objectives and any of their other contractual and service obligations and relationships.
- (iii) Work with each other towards opening communication channels with other potential team members, and towards the concept of representative Networks as set out below;

- (iv) Adhere to the provisions of this Framework with respect to information sharing, transparency, privacy and confidentiality set out in paragraph 11.
- (v) Participate in the collaborative decision-making structures as provided in this Framework including recognition of the Collaboration Council as constituted and acknowledgment of the decision-making authority as set out in this Framework for the BE OHT.
- (vi) Support the work of the BE OHT by offering in-kind or other resources/supports which may, with appropriate consultation and agreement with Team Members, be determined by the Collaboration Council to be necessary in future.
- (vii) Give notices to the Collaboration Council and other Team Members as are required under this Framework in respect of involuntary or voluntary integrations or other corporate restructurings.
- (viii) Acknowledge and confirm that the commitments in this Framework shall not create legally binding obligations between Team Members or by any Team Member to third parties.

(b) Networks

Team Members are committed to working to forming up the BE OHT with appropriate representation and involvement so that all stakeholders who are intended by the Ministry of Health to be involved are in communication and have an opportunity to join in. Forming into the following organizations or groups of organizations (each a “**Network**”) is a goal as it may be found to suit the BE OHT with the passage of time and development of the BE OHT:

- (i) Physician/Specialist Network, to be known as Community Medical Advisory Committee (cMAC), representing all physicians, specialists and groups thereof;
- (ii) Non-Physician Primary Care Network;
- (iii) Community Patient and Family Advisory Committee (PFAC) Network;
- (iv) Acute Care;
- (v) Municipal Government;
- (vi) Home and Community Care services;
- (vii) Community Support services;

(viii) Long-Term Care Home services;

(ix) Mental Health and Addictions services.

Representation from the above groups is underway or in existence at the time of signing and there is a potential to add other groups such as Emergency Health Services, Palliative care services (hospices, palliative care doctors, home care services), Pharmacies or other self-representing organizations is welcomed by the Collaboration Council as set out in this section.

As new Network groups are formed, the Collaboration Council may, by consensus, agree to extend a vote to a new Network. Such a decision shall be recorded in the minutes of the Collaboration Council meetings, effective as of date of passage and will be consolidated in a Framework amendment from time to time.

The role of a Network is to provide an organizational structure for the identification of individuals to be members of the Collaboration Council and any subcommittees or working groups established by the Collaboration Council. The intention is for each group to have fair representation on the Collaboration Council in a manner determined by the Collaboration Council, and each of which intends to gather consensus from their Network members prior to taking a position on an issue at the Collaboration Council.

The Collaboration Council will, from time to time, work with organizations to establish membership in the Networks, as they may self-identify. 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 Collaboration Council.

0 sets out the proposed Networks to which the initial signatories to this Framework may belong, once the Network approach is further developed by the Team Members.

(c) Including New Team Members

Organizations or Individuals may be identified to be added and included as new Team Members through a process established by the Collaboration Council, provided they become signatories to this Framework. The Collaboration Council will work with each new Team Member to identify the relevant Network(s) memberships for them.

#### 4. Collaboration Council

The Collaboration Council is established as the collaborative decision-making body of the Team Members and, once designated, the BE OHT.

The composition of the Collaboration Council agreed by the Team Members who are signing this Framework as of its effective date is confirmed to include those Designates who have been active on the Interim Steering Committee prior to this Framework, as follows:

Network(s) Represented	Role	Current Designate as of September 30, 2020	Votes**
Community Patient and Family Advisory Committee (PFAC) Network	PFAC Representative	Anthony Schettini	1
	PFAC Representative	Gordon Newman	1
Acute Care	President & CEO, William Osler Health System	Dr. Naveed Mohammad	1
	Chief Operating Officer, William Osler Health System	Kiki Ferrari	0
Community Medical Advisory Committee	Primary Care Physician Representative (FHO*)	Dr. Brian Klar, West Vaughan Family Health Organization	1
	Primary Care Physician Representative (FHT*)	Dr. Shane Teper, Queen Square Family Health Team	1
	Primary Care Physician Representative (FFS*)	Dr. Tanya Sehgal, Sunnyvale Medical Clinic	1
	Specialist Physician Representative	TBD	1
Community Support Services	Chief Executive Officer, Peel Senior Link	Ray Applebaum	1
Non-Physician Primary Care Network	Executive Director, Queen Square FHT	Neil Shah	1
	Executive Director, Rexdale CHC	Safia Ahmed	1
	Chief Executive Officer, Wellfort CHS	Laura Guerrero	1

Mental Health and Addictions Services	Chief Executive Officer, CMHA Peel Dufferin	David Smith	1
	Chief Operating Officer, William Osler Health System	Kiki Ferrari	0
Municipal Government	Director, Strategic Policy and Performance, Region of Peel	Brian Laundry	1
	Director, Seniors Services Development, Region of Peel	Donna Kern	0
Long-Term Care Services	Director, Strategic Policy and Performance, Region of Peel	Brian Laundry	0
	Director, Seniors Services Development, Region of Peel	Donna Kern	0
Home and Community Care services	Vice President Home and Community Care, Central West LHIN (part of Ontario Health [Central])	Kimberley Floyd	1

*\*FHO – Family Health Organization; FHT – Family Health Team; FFS – Fee For Service*

*\*\*Votes are assigned by organization, not by Network, according to the following: 1 vote per patient partner, 1 vote per physician representative, 1 vote per organization. Votes by Network may be considered once Networks are more established at the decision of the Collaboration Council.*

In addition to the Team Members outlined above, the Collaboration Council shall also be composed of the following Ex-Officio roles due to the importance of these representatives to the development of the BE OHT:

<b>Representative</b>	<b>Role</b>	<b>Current Designate as of September 30, 2020</b>	<b>Votes</b>
Digital Health	Interim Vice President Digital Transformation and Information Management, William Osler Health System	James Moolecherry	0
Project Management	Director, Integrated Health Systems, William Osler Health System	Saleem Chattergoon	0

Project Management	Integrated Health Systems Consultant, William Osler Health System	Emily Cichonski	0
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Other Ex-Officios may be identified for inclusion by the Collaboration Council. The 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 to expel Team Members. The role of the Collaboration Council is as set out in this Framework and in Schedule B. Obligations may be created and become binding in related agreements with the Ministry of Health or a Project Agreement or fundholder or data sharing agreements involving the BE OHT and specified Team Members, and shall involve Team Members or other organizations or individuals as required and as vetted by the Collaboration Council.

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.

**5. Collaboration Council Designate Members: Roles and Duties**

- (a) The role of the Collaboration Council members is to provide a broad sectoral 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 Designate 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.
- (d) Initial Collaboration Council Designate members will serve two years from the effective date of this Framework subject to re-appointment by their Network, where applicable and as the development of the Network approach allows. Additional members may be added by the Collaboration Council during the initial two year term and shall be recorded in the minutes of the Collaboration Council meetings and posted on the BE OHT website. Amendment of this Framework agreement should be made to consolidate such additions once yearly or as the Collaboration Council may otherwise decide but additions of Collaboration Council members are effective as of the date of consensus reached and recorded in minutes. Substitution of Collaboration Council members shall be taken up by the Alternate or another delegate as proposed by the departing member on behalf of

their Network or as agreed by the Collaboration Council, and as further set out in Schedule B. Terms may be reduced for members by the Collaboration Council as deemed necessary. While a Team Member may belong to more than one Network, no individual may hold more than one seat at the Collaboration Council.

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

For the purposes of this Framework, the terms clients, patients, families and caregivers are broadly defined to include all those who seek or receive care or services or support those seeking or receiving care or services from Team Members, or once designated, the BE OHT.

The Team Members, the Collaboration Council and, once designated, the BE 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 Patient/Client, Family and Caregiver Advisory Council (“**PFAC**”) with terms of reference following from those set out in Schedule C. Representation from the PFAC 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.

A Patient Declaration of Values for the BE OHT will be established by the PFAC, to be ratified by the Collaboration Council.

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

The Team Members will support the establishment of and recognize once established a Community Medical Advisory Committee (cMAC), which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. At the time of signing, four positions are reserved on the Collaboration Council for representatives of the cMAC, who will serve as voting members of the Collaboration Council. These physicians will ensure that the voice of primary care and specialist providers is broadly represented at the Collaboration Council, independent of other organizations at which they may have formal roles.

## **8. 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 Network, members

of the Collaboration Council 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 Collaboration Council.

A standardized process for engagement with Team Members and stakeholders within respective Networks will be established by the Collaboration Council as part of the communication and engagement plan for the BE OHT.

## **9. Projects**

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

## **10. Integration with Others**

- (a) Voluntary Integration with Others. If a Team Member is contemplating an integration (as defined in the *Connecting Care Act, 2019*) with another entity that will have a significant impact on the Shared Objectives of the BE OHT, then it shall notify the Collaboration Council and the other Team Members in writing at least 90 days before the completion of such integration. The notice shall describe: (a) name of the entity; (b) terms of the proposed integration; and (c) assessment of the impact, if any, of the proposed integration on the BE OHT. Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on the BE OHT and deliver a written report with recommendations to the Team Members. If any Team Member objects to the proposed integration, it shall deliver a notice advising the Collaboration Council of its objection within 21 days of receipt of the report and the matter will be submitted to the dispute resolution provisions set out in Schedule E.
- (b) Involuntary Integration. The Team Members recognize that the Minister of Health may order an integration involving one or more of the Team Members with one or more third parties. If this occurs, the Collaboration Council shall meet and develop a recommendation to the Team Members as to the impact of such integration on this Framework, the BE OHT, and each Project, and whether any amendments are required to this Framework, a Project, or a Project Agreement. The Team Members shall endeavour to continue this Framework and each Project and shall work to accommodate integrations where possible. Discussion at the Collaboration Council on how to support such accommodation should occur on a timely basis.

## **11. 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. Unless required by applicable privacy legislation or specified by the Collaboration Council or its subcommittees to be confidential and therefore not to be shared external to the Team Members involved, information shared between Team Members or others involved in the Shared Purpose of the BE OHT is not considered confidential and may be shared by a Team Member without privacy obligation to any Team Member or parties external to the BE OHT.
- (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.
- (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 BE 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 BE OHT shall be such member or members of the Collaboration Council as determined by the Collaboration Council from time to time.

## 12. 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.

## 13. 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. 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.
- (b) Expulsion. A Team Member may be expelled from the BE OHT, and thereby cease to be a party to this Framework. 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 F. Withdrawal by a Team Member is not indicative of a change to this Framework for all remaining Team Members.

- (c) 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.
- (d) Consequences of Termination, Withdrawal or Expulsion.
- i. 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.
  - ii. 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.
  - iii. 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 fees prorated to the date of expulsion, and actions and omissions before the effective date of the withdrawal or expulsion, and shall work with the Collaboration Council to develop strategies to reasonably fill any resource or service gaps left by the termination, withdrawal or expulsion.

#### 14. 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. Nothing in this Framework shall derogate from the ongoing autonomy of a Team Member's board of directors or other governance system, or a Team Member's right to safeguard the quality of health care services provided by it, or a Team Member's ability to exercise its respective

rights and meet its respective responsibilities under applicable laws and any funding agreements.

- (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 those sections in this Framework which indicate that specified changes may be recorded in minutes of the Collaboration Council meetings (for example, where Team Member or Collaboration Council Designate membership is being added or subtracted or changed), this Framework may be amended only by mutual written agreement. It is anticipated that the Framework will require change as the development of the BE OHT proceeds and this Framework should be reviewed at least once yearly to consolidate and make appropriate changes. 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 10(b), 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 document. Delivery of an executed counterpart of this Framework electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Framework .
- (i) Survival. Those Paragraphs, including but not limited to ss. 9, 10, 11, 12, 13 and 14, which by their nature should survive a Team Member's withdrawal or expulsion from or termination of this Framework shall so survive.
- (j) Governing Law. This Framework 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.

***Signatures on following page are collected in counterpart.***

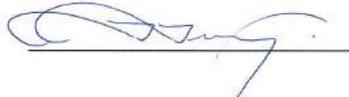
**COUNTERPART SIGNATURE PAGE FOR  
BE OHT COLLABORATIVE DECISION-MAKING FRAMEWORK  
Effective September 30<sup>th</sup>, 2020**

Organization Sign Off:

Print full legal name of Organization or Individual:

CAGES COMMUNITY CARE

Per (Sign Here):



Print name of signer:

GORD GUNNING

I have the authority to bind the corporation or organization.

November 25, 2020

Organization Sign Off:

Print full legal name of Organization or Individual:

Canadian Addiction Treatment Centres LP

Per (Sign Here):



Print name of signer:

Sonya Lockyer, CEO

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Central Brampton FHT

Per (Sign Here):



Print name of signer:

Tracy Redden, Executive Director

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Canadian Mental Health Association/Peel Branch

Per (Sign Here):



Print name of signer:

David Smith

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Central West LHIN, Home and Community Care

Per (Sign Here):



Print name of signer:

Kimberley Floyd

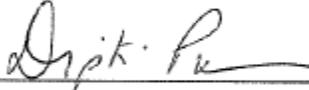
I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

The Dorothy Ley Hospice

Per (Sign Here):



Print name of signer:

Dipti Purbhoo

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Etobicoke Services for Seniors

Per (Sign Here):



Print name of signer:

Alison Coke, CEO

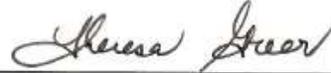
I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Hearthouse Hospice Inc

Per (Sign Here):



Print name of signer:

Theresa Greer

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

HOLLAND CHRISTIAN HOMES

Per (Sign Here):



Print name of signer:

KENNETH RAWLINS  
CEO

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

The Humber College Institute of Technology and Advanced Learning

Per (Sign Here):



Print name of signer:

Rani Dhaliwal  
SVP, Transformation & Strategic Partnerships

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

The Peel Addiction Assessment and Referral Centre

Per (Sign Here):



Print name of signer:

Karen Parsons

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Peel Senior Link

Per (Sign Here):



Print name of signer:

Raymond P. Applebaum

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Queen Square Family Health Team

Per (Sign Here):

  
\_\_\_\_\_

Print name of signer:

Neil Shah

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

\_\_\_\_Region of Peel\_\_\_\_

Per (Sign Here):



Print name of signer:

\_\_\_\_Nancy Polsinelli\_\_\_\_

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Rexdale Community Health Centre

Per (Sign Here):

  
\_\_\_\_\_

Print name of signer:

Safia Ahmed, ED, Rexdale Community Health Centre

I have the authority to bind the corporation or organization.

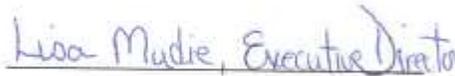
**Organization Sign Off:**

Print full legal name of Organization or Individual:

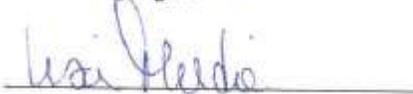
**RICHVIEW COMMUNITY CARE SERVICES CORPORATION**

**1540 KIPLING AVENUE, TORONTO ONTARIO M9R 4C5**

Per (Sign Here):

  
\_\_\_\_\_

Print name of signer:

  
\_\_\_\_\_

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:  
Services and Housing in the Province

Per (Sign Here):



Print name of signer:

Laurie Ridler, Chief Executive Officer

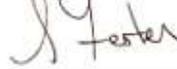
I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

Sienna Senior Living Inc.

Per (Sign Here):



Print name of signer:

Stephen Foster, Executive Vice President, LTC

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

WellFort Community Health Services

Per (Sign Here):



Print name of signer:

Laura Guerrero, CEO

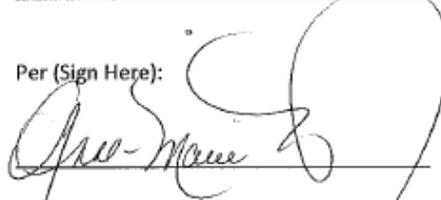
I have the authority to bind the corporation or organization.

**Organization Sign.Off:**

Print full legal name of Organization or Individual:

West Park Healthcare Centre

Per (Sign Here):



Print name of signer:

Anne-Marie Malek

I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

William Osler Health System

Per (Sign Here):



Print name of signer:

Dr. Naveed Mohammad, President & CEO

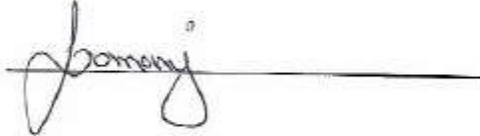
I have the authority to bind the corporation or organization.

**Organization Sign Off:**

Print full legal name of Organization or Individual:

WOODBRIDGE FAMILY HEALTH TEAM

Per (Sign Here):



Print name of signer:

SUZIE DONNELLY - EXECUTIVE DIRECTOR

I have the authority to bind the corporation or organization.

**BE OHT PFAC Chairs**

Brampton Etobicoke Patient and Family Advisory Committee

Per (Sign Here):



Print name of signer:

J. H. Gordon Newman

Brampton Etobicoke OHT Patient and Family Advisory Committee

Per (Sign Here):



Print name of signer:

Anthony Schettini

**Community Medical Advisory Committee (CMAC) Chairs**

Print full legal name of Individual:

Brian Klar

Sign Here:

Signature:   
Email: bklar@rogers.com

Print full legal name of Individual:

Shane Teper

Sign Here:

Signature:   
Email: shane.teper@williamoslerhs.ca

In addition to the CMAC co-chair signatures above, signatures were collected from individual physicans and can be made available upon request.

### Schedule A Team Members’ Network Assignments

This Network Assignment list will be dynamically developed and amended over time by the Collaboration Council as recorded in its meeting minutes without formal amendment to this Framework. The most recent version, as approved by the Collaboration Council, will be published on the BE OHT website, as available. This list may be considered a summary of the assignment of Team Members to the most appropriate Network, as the BE OHT seeks to develop this concept to provide representation and organization of Team Members, whether individuals or organizations.

Potential Network Assignment to be confirmed	Team Members as per Original OHT Application Submission	
	Members	Affiliates
Community Patient and Family Advisory Committee (PFAC) Network		
Acute Care	<ul style="list-style-type: none"> <li>William Osler Health System</li> </ul>	
Community Medical Advisory Committee	<ul style="list-style-type: none"> <li>Primary Care Physicians</li> <li>Specialists Physicians</li> </ul>	
Community Support Services	<ul style="list-style-type: none"> <li>Etobicoke Services for Seniors</li> <li>Peel Senior Link</li> </ul>	<ul style="list-style-type: none"> <li>Nucleus Independent Living</li> <li>Richview Community Care Services Corporation</li> </ul>
Non-Physician Primary Care Network	<ul style="list-style-type: none"> <li>Woodbine Family Health Team</li> <li>Queen Square FHT</li> <li>Rexdale Community Health Centre</li> <li>WellFort Community Health Services</li> <li>Central Brampton FHT</li> </ul>	
Mental Health and Addictions Services	<ul style="list-style-type: none"> <li>Canadian Mental Health Association Peel Dufferin</li> <li>The Peel Addiction Assessment and Referral Centre</li> </ul>	<ul style="list-style-type: none"> <li>Canadian Addiction Treatment Centres LP (CATC)</li> <li>Services and Housing in the Province (SHIP)</li> </ul>

Municipal Government	<ul style="list-style-type: none"> <li>Regional Municipality of Peel</li> </ul>	
Long-Term Care	<ul style="list-style-type: none"> <li>Sienna Senior Living</li> </ul>	<ul style="list-style-type: none"> <li>Holland Christian Homes Inc.</li> </ul>
Home and Community Care Services	<ul style="list-style-type: none"> <li>Central West LHIN Home and Community Care</li> <li>CANES Community Care</li> </ul>	<ul style="list-style-type: none"> <li>1:1 Rehab Inc</li> <li>2675541 Ontario Ltd. (Nurse Next Door Brampton)</li> <li>8167486 Canada Corp. (Nurse Next Door Home Care Services)</li> <li>8262900 Canada Inc. (CarePartners)</li> <li>Bayshore Healthcare Ltd.</li> <li>CALEA LTD.</li> <li>Circle of Care Services (Toronto)</li> <li>Closing the Gap Healthcare</li> <li>March of Dimes Canada</li> <li>Medigas, Praxair Canada Inc.</li> <li>Extendicare (Canada) Inc.</li> <li>RAH Homecare Canada Inc. (Right at Home Canada)</li> <li>RNS Health Care Services Inc.</li> <li>SE Health</li> <li>Spectrum Health Care Corporation</li> <li>VHA Home HealthCare</li> <li>We Care Health Services LP</li> </ul>
TBD	<ul style="list-style-type: none"> <li>West Park Healthcare Canada</li> <li>William Osler ProResp</li> </ul>	<ul style="list-style-type: none"> <li>HeartHouse Hospice Inc.</li> </ul>

		<ul style="list-style-type: none"><li>• Humber College Institute of Technology &amp; Advanced Learning</li><li>• Innoneo Health System Inc</li><li>• Interware Systems Inc</li><li>• K+S Temporary Medical Services Inc.</li><li>• Kay Blair Hospice</li><li>• LMC Diabetes &amp; Endocrinology Ltd.</li><li>• TELUS Health Solutions Inc</li><li>• The Dorothy Ley Hospice</li></ul>
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### Schedule B Terms of Reference for The Collaboration Council

<b>Collaboration Council – Terms of Reference</b>	
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.	
<b>Mandate</b>	<p>The Collaboration Council’s role is to provide a forum for the Team Members to plan, design, implement, and oversee the BE OHT, and make decisions in the best interests of the BE OHT at all times. The Collaboration Council’s roles and responsibilities include to:</p> <p>Planning and Priorities</p> <ol style="list-style-type: none"><li>1. ensure that equity in health care and related services, evidence-based strategy and operations, and innovation are all taken into account in the development and implementation of all BE OHT initiatives;</li><li>2. ensure a strategic plan is developed for the BE OHT which is consistent with the Quadruple Aim and Ministry of Health vision for OHTs, and reflects the priorities of the populations served, and develop an annual work plan consistent with the strategic plan;</li><li>3. identify the priority populations for the BE OHT and measure the impact of decisions on them;</li><li>4. facilitate and oversee the development of a digital health strategy;</li><li>5. continue to develop and promote the name and central brand for the BE OHT;</li><li>6. identify, implement, and oversee Projects and Project Agreements; and</li><li>7. review and update the BE OHT vision, values and guiding principles, and reflect updates in the Collaboration Council minutes.</li></ol> <p>Quality and Risk</p>

	<ol style="list-style-type: none"><li>1. review, collaborate on, and monitor all domains of quality for the BE OHT, including client, patient, family, caregiver and provider feedback, working towards a unified quality improvement plan;</li><li>2. review, collaborate on, and monitor performance and quality improvement for the BE OHT to ensure improvements are being made in line with the Quadruple Aim of better patient and population health outcomes; better patient, family and caregiver experience; better provider experience; and better value;</li><li>3. develop complaints and significant event processes for issues that impact more than one Team Member;</li><li>4. develop a risk management process for issues that could negatively impact the BE OHT; and</li><li>5. review and approve standards for ensuring privacy and security, including cyber security risk and confidentiality with appropriate data sharing in keeping with applicable privacy legislation.</li></ol> <p>Resources and Accountability</p> <ol style="list-style-type: none"><li>1. uphold principles of transparency and accountability to all BE OHT Team Members and populations/communities to ensure resources are utilized in a way that adds value and is fiscally responsible;</li><li>2. develop guidelines and make decisions regarding the allocation and sharing of costs and resources, including funding earmarked for the BE OHT as well as human resources, capital, and facilities and costs related to supporting the work of the BE OHT;</li><li>3. review and collaborate on financial performance, resource allocation and use, best practice, and innovation;</li><li>4. develop clinical and financial accountability standards;</li><li>5. determine and request in-kind or other resource/supportsto fulfill the strategic priorities of the BE OHT ; and</li></ol> <p>Engagement and Reporting</p> <ol style="list-style-type: none"><li>1. develop and implement a joint communications strategy, including communication to stakeholders and the community;</li></ol>
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	<ol style="list-style-type: none"> <li>2. engage with and seek input from the PFAC, and other clients, patients, families, caregivers, communities, Team Members and Networks;</li> <li>3. actively identify and engage with marginalized and vulnerable communities;</li> <li>4. ensure engagement with governors of Team Members; and</li> <li>5. report regularly to the community/general public and Team Members on the work of the Collaboration Council and any subcommittees and working groups.</li> </ol> <p>Governance and Compliance</p> <ol style="list-style-type: none"> <li>1. evaluate and identify areas of improvement in the integrated leadership and governance structure of the BE OHT on an ongoing basis, including the establishment of a standardized process to identify and include additional Team Members in the BE OHT;</li> <li>2. discuss compliance with, and amendments to, these Terms of Reference, the Framework, or a Project Agreement;</li> <li>3. facilitate dispute resolution; and</li> <li>4. ensure compliance with all reporting requirements.</li> </ol> <p>Other</p> <p>Perform the roles assigned to the Collaboration Council under the Framework.</p>
<p><b>Subcommittees and Working Groups</b></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><b>Selecting and Changing Membership</b></p>	<p>Collaboration Council Designate members who are named specifically or are designates of a Network (once properly formed) shall be selected through a process approved by the Collaboration Council, in consultation with the Team Members of the respective Network, where applicable.</p>

	<p>All Collaboration Council members shall name an Alternate for their position at the first Collaboration Council meeting held after the effective date of this Framework, or of their appointment, to be recorded in minutes of the meeting.</p> <p>A Collaboration Council member including a Network (once properly formed), the PFAC or the cMAC may replace its Designate member or members, as the case may be, on the Collaboration Council and shall indicate same to the Collaboration Council at the first meeting held after such replacement process. Each Collaboration Council Designate may, in addition to naming an Alternate, appoint and name a temporary alternative delegate 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 Network, the PFAC or the cMAC to replace its Collaboration Council Designate member where that Designate member is not acting in accordance with the guiding principles and in pursuit of the Shared Objectives of the BE OHT. The replacement Designate member shall be selected through a process approved by the Collaboration Council.</p> <p>A process to replace PFAC and cMAC Designate members should be set out in terms of reference to be set by the PFAC or cMAC</p>
<b>Co-Chairs</b>	<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 are voting members, but will strive for consensus first in deliberations and decision-making of the Collaboration Council.</p> <p>One Co-Chair will be chosen among Primary Care Physician Designates on the Collaboration Council, and another Co-Chair will be chosen among other Designates who represent service providers, excluding any organization which is a Fund Manager.</p> <p>Co-Chairs shall be elected annually from among the members of the Collaboration Council. The term of office shall be two years with the option for the Collaboration Council to extend either term. The goals of role continuity and retention of institutional knowledge of the BE OHT will be taken into consideration.</p>
<b>Fund Manager</b>	<p>In accordance with requirements set out by the Ministry of Health, the Collaboration Council shall, by consensus and failing that, a process agreed</p>

	<p>by consensus to be undertaken by the BE OHT, and failing that a two-thirds 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 BE 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. At time of signing, William Osler Hospital System has been identified through a procurement process which led to a consensus appointment to be the interim fundholder as required by the Minister of Health for receipt, holding and management of the initial interim funding which is to be available to the BE OHT in 2020-2021 as may be further detailed by the Minister of Health.</p>
<p><b>Meetings</b></p>	<p>Collaboration Council Meetings shall be held bi-weekly or at other intervals as shall be determined by the Collaboration Council, but at a minimum monthly. At least one week’s notice to all Team Members shall be given for Quorum requirements to apply and business transactions to be validly transacted. Meetings will be held at the call of the acting Co-Chairs or of a simple majority of Collaboration Council members. The acting Co-Chair may determine the meeting procedures. Agendas will be sent in advance and indicate if decisions are known to be required. Meetings may be held by any available technology. 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 shall be sought from the Co-Chairs, either in advance or at the beginning of a meeting.</p>
<p><b>Quorum</b></p>	<p>Quorum will be all Designate members of the Collaboration Council present in-person or electronically.</p> <p>If a Designate member is not able to attend, the member:</p> <ul style="list-style-type: none"> <li>(a) Shall send their named Alternate or, if the Alternate is not available, a delegate named for that meeting only, either of whom shall be included in quorum and may vote. The Designate shall notify the acting Co-Chair in advance of the substitution, preferably with one week’s notice, and the substitution may not be another voting member of the Collaboration Council; or</li> <li>(b) Shall consent to the meeting proceeding in the Designate member’s absence, by so informing the acting Co-Chair one week in advance. If such notice is not received, the member</li> </ul>

	<p>shall be deemed to have consented to all business transacted at the meeting.</p> <p>If quorum is not present, the members present may meet for discussion purposes only and no decisions shall be made.</p>
<b>Decisions</b>	<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 Network Team Members, as the case may be, even if they do not agree with the decision/recommendation. If consensus cannot be reached on a matter in the first instance, the Collaboration Council shall use the options set out in Schedule E of the Framework to set and operate a process aimed to allow consensus to be reached on the matter, or as otherwise set out.</p> <p>The Collaboration Council adopts the Collaboration Council Decision-Making Framework set out in Schedule E that identifies methods for coming to decisions where consensus is not immediately possible including types of decisions where a majority vote or other specified percentage is sufficient to bind all Collaboration Council members. The Collaboration Council may, by unanimous consensus approval, amend the Collaboration Council Decision-Making Framework.</p>
<b>Minutes</b>	<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. Minutes shall be published for public distribution, on the BE OHT’s website or as otherwise determined by the Collaboration Council.</p>
<b>Information Sharing</b>	<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 PFAC, the CMAC, subcommittees and working groups and the public.</p>
<b>Confidentiality</b>	<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 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.</p>
<b>Policies</b>	<p>The Collaboration Council may adopt policies, protocols, and procedures to support the work of the Collaboration Council and its subcommittees and working groups.</p>
<b>Review and Amendment</b>	<p>These Terms of Reference shall be reviewed, at a minimum, annually by the Collaboration Council or when adoption of policies, protocols, and procedures call for amendment to the Terms of Reference, and may be amended only with the written agreement of the Team Members.</p>
<b>Board Engagement</b>	<p>The Collaboration Council will ensure to engage the Boards of Directors/governors, as applicable, of partner organizations on a regular basis to promote understanding of the BE OHT, provide status updates, and create opportunities for collaboration, relationship building and learning.</p> <p>The Collaboration Council will arrange for regular communications to be sent to Boards of Directors/governors, as applicable, of all Team Member organizations, and will arrange for transparency of Collaboration Council minutes.</p>

**Date of Last Review:** September 30, 2020

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

The PFAC will prepare Terms of Reference for its operations (PFAC ToR) at its first opportunity. The PFAC ToR shall be brought to a meeting of the Collaboration Council and presented for ratification of the Collaboration Council. The PFAC ToR shall be added to this Framework at its first amendment but become effective immediately once they are ratified as noted in the minutes of the relevant Collaboration Council meeting.

The PFAC will prepare a Patient Declaration of Values (PDoV) at its first opportunity. The PFAC PDoV shall be brought to a meeting of the Collaboration Council and presented for ratification of the Collaboration Council. The PFAC PDoV shall be added to this Framework at its first amendment but become effective immediately once they are ratified as noted in the minutes of the relevant Collaboration Council meeting.

## **Schedule D 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, and conditions for the specific Project; and
  - (iii) where appropriate, develop a specific Project Agreement, consistent with the plan, setting out the details of each Project, including clear and transparent accountabilities. This governs each Project unless a Project Agreement provides otherwise.
- (b) Before approving and implementing a Project, each Team Member shall ensure that its participation complies with any applicable laws, industry and professional standards, and its own constating documents and policies.
- (c) The participating Team Members (and any other participants) will approve and execute a Project Agreement in accordance with its own delegation of authority.
- (d) Each Team Member shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.
- (e) 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 Project principles and requirements, identification of the Team Member best suited to deliver the Project requirements in order to serve patients, families and

- caregivers, and 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) confidentiality, privacy and data sharing obligations, including the obligation to follow all applicable law;
  - (g) required third-party approvals;
  - (h) intellectual property rights and responsibilities;
  - (i) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;
  - (j) dispute resolution provisions if the provisions of the Framework are not to apply;
  - (k) 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
  - (l) 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

### Collaboration Council Decision-Making Framework and Dispute Resolution

#### Collaboration Council Decision-Making Framework

1. The Team Members agree that the Collaboration Council has authority to make decisions for the BE OHT on matters related to the Shared Objective of the BE OHT. Decisions shall be made on a consensus basis wherever possible. The Collaboration Council shall work to resolve all matters in an amicable and constructive manner
2. When it appears that consensus cannot be reached on a matter under consideration at the Collaboration Council, the Collaboration Council shall consider and choose another collaborative decision-making method including but not limited to those listed in section 3 below, with the goal of moving a matter forward. The intention is that the matter may be pursued so that consensus may be possible at a later date or that the matter will be submitted to a decision-making process which involves other than consensus. The decision to use a decision-making process other than consensus shall be made by consensus of the Collaboration Council.
3. Collaborative decision-making methods
  - (a) Agree to delay making a decision on a matter until the next meeting of the Collaboration Council, or another subsequent meeting as agreed in order to:
    - (i) Allow further consideration of the matter by Collaboration Council members;
    - (ii) Allow further information gathering to be presented at the next or a subsequent meeting to assist with determination of the matter;
    - (iii) Allow presentation(s) by experts or others to assist with determination of the matter;
    - (iv) Allow for consultation with Network members and presentation of Network viewpoints at the next or a subsequent meeting to assist with determination of the matter; and/or,
    - (v) Allow for other processes, as agreed upon, to be undertaken to assist with determination of the matter.

- (b) Agree that the matter shall be decided upon by a vote of a quorum of the Collaboration Council members where a two-thirds majority will carry the decision.
- (c) Agree that the matter will be investigated further by a named sub-committee of the Collaboration Council, the members of which shall have delegated authority on behalf of the Collaboration Council to make a decision as they see fit as a determination of the matter.
- (d) Agree that the matter shall be taken to a meeting of the Team Members of the BE OHT as a whole for a consensus determination, if possible. If upon trying for such a decision, consensus is not possible, the matter may be determined by a two-thirds majority vote of the Team Members who are signatories to this Framework, or the matter may be submitted to another named collaborative decision-making process which is agreed by a two-thirds majority of the Team Members to be undertaken.
- (e) Agree that the matter shall be taken to a meeting facilitated by a third party independent facilitator for generation of options and then a return of the matter for determination to the Collaboration Council, or the Team Members as a whole, as the Collaboration Council may determine on a consensus basis.
- (f) Agree that the matter shall be submitted to a process where the Team Members involved in a dispute use their best efforts to jointly develop a written statement describing the relevant facts and events and listing options for resolution, which shall be considered by the Collaboration Council for a consensus decision, failing which a two-thirds majority decision shall be determinative of the matter.
- (g) Agree that the matter shall be submitted to mediation as set out below.

### **Dispute Resolution by Mediation**

4. The Team Members shall use the Collaboration Council Decision-Making Framework set out above to come to decisions and resolve issues which arise. The Team Members shall use their best efforts to resolve any matters which remain in dispute in a collaborative manner through informal discussion and resolution, in one of the formats set out above or another format agreed by the Collaboration Council by consensus. . If the Collaboration Council members have made reasonable efforts, and a dispute between specific Team

Members or the BE OHT as a whole remains unresolved, the Collaboration Council shall appoint a third party mediator, either by consensus or by two-thirds majority if consensus is not possible. Each specific 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.

5. 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 this Framework.

### **Schedule F 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 Collaboration Council.
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, which recommendation may be made by electronic communication along with posting of same on the BE OHT's website or by such other process as the Collaboration Council comes to consensus upon.
5. The Team Members, including the Team Member at issue, shall consider the recommendation referred to in paragraph 4 and all such Team Members must be given the opportunity, by a specified date, to indicate in writing through their authorized signatories, that they do not agree to the expulsion and an opportunity to discuss the decision. If no such written disagreement is received by the Co-Chairs of the Collaboration Council by the date specified, then this Framework shall be deemed amended to remove the expelled Team Member as a party. If written disagreement is properly received, the Collaboration Council shall consider the matter at their next meeting, shall receive oral submissions from those who wish to speak to the matter, and shall seek consensus on how to deal with the expulsion at hand, which may include abandoning the expulsion or confirming it after those who wish to speak have been heard.
6. Submission to the dispute resolution procedures under Schedule E of this Framework shall be utilized if consensus to the expulsion cannot be reached using the process outlined above.