

**Sarnia-Lambton
Ontario Health Team
Decision-Making Framework Agreement**

Table of Contents

1. Purpose of this Decision-Making Framework	1
2. Vision, Values and Guiding Principles	1
3. Team Members and Networks	2
4. Collaboration Council	3
5. Collaboration Council Members: Roles and Duties	3
6. Role of Patients, Families and Care Partners	4
7. Role of Primary and Specialist Care Partners	4
8. Role of Indigenous Communities	4
9. Communication and Engagement	4
10. Projects	5
11. Integration with Others	5
12. Information Sharing, Transparency, Privacy, and Confidentiality	5
13. Dispute Resolution	7
14. Term, Termination, Withdrawal, and Expulsion	7
15. General	8
Schedule A Team Members' Network Assignments	14
Schedule B Terms of Reference for the Collaboration Council	16
Schedule C Draft Terms of Reference for Patient, Family and Care Partner Council	21
Schedule D Process for Implementation of Project	22
Schedule E Dispute Resolution	24
Schedule F Process for Expulsion	25

1. Purpose of this Decision-Making Framework

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 Team Members, once designated by the Minister of Health as an Ontario Health Team (“**OHT**”), will operate under the name Sarnia-Lambton Ontario Health Team (“**SL-OHT**”).

The purpose of this Framework is to:

- set out how the Team Members will work together as the SL-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; and
- set out the rights and obligations of Team Members.

2. Vision, Values and Guiding Principles

The Team Members adopt the following vision, values, and guiding principles for the SL-OHT that will drive their behaviours and attitudes:

Vision – Innovating Together for Better Health

Values – Patient Declaration of Values for Ontario

Guiding Principles

- Co-design will ensure all future planning supports a holistic approach to the health system;
- Inclusion of the voice of Patients, Families and Care Partners will be supported;
- Transparency in all of our planning to build trust;
- Integrity and truth in planning will ensure people’s best interests are central to planning what’s best for patient and care partners;
- A focus on equity will ensure individuals get the care they need, when and where they need it; and
- The SL-OHT will build a community of continuous learning and constant improvement.

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 Objective and any of their other contractual and service obligations and relationships;
- (iii) adhere to the provisions of this Framework with respect to information sharing, transparency, privacy, and confidentiality set out in paragraph 12;
- (iv) participate in the collaborative decision-making structures as provided in this Framework;
- (v) pay membership or other fees as determined by the Collaboration Council; and
- (vi) give notices as are required under this Framework in respect of involuntary or voluntary integrations.

(b) Networks

Team Members are divided into the following groups (each a “**Network**”):

- (i) Acute Care;
- (ii) Community Services;
- (iii) Digital Health and Supply Chain Services;
- (iv) Home Care;
- (v) Long-Term Care and Retirement Homes;
- (vi) Mental Health and Addictions Services; and
- (vii) Public Health.

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

The Collaboration Council may amalgamate, subdivide, add, or remove Networks.

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

(c) Admitting New Team Members

Organizations may be admitted as new Team Members through a process established by the Collaboration Council, provided they become a signatory to this Framework. The Collaboration Council shall assign each new Team Member to one or more Networks.

4. Collaboration Council

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

5. 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 will endeavour to put the interests of Patients, Families and Care Partners and the achievement of the Shared Objective above their respective organization or Network.
- (d) Collaboration Council members will serve two years subject to re-appointment by their Network. Terms may be shortened for members who are unable to meet their responsibilities. While a Team Member may belong to more than one Network, no individual may hold more than one seat at the Collaboration Council.

6. Role of Patients, Families and Care Partners

For the purposes of this Framework, the term Patients, Families and Care Partners is broadly defined to include all those who seek or receive care or services or support those seeking or receiving care or services from Team Members or the SL-OHT.

The Team Members, the Collaboration Council and, once designated, the SL-OHT will engage Patients, Families and Care Partners in all levels of decision-making and in particular in system co-design.

The Team Members, through the Collaboration Council, will establish a Patient, Family and Care Partner Council (“**PFAC**”) and will develop terms of reference for it, which will form part of this Agreement as 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.

The Collaboration Council will establish a Patient Declaration of Values for the SL-OHT in consultation with the PFAC.

7. Role of Primary and Specialist Care Partners

The Team Members, through the Collaboration Council, will support the establishment of a Primary and Specialist Care Advisory Council (“**PSCAC**”), which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. Three members of this Council will serve as voting members of the Collaboration Council to act as a liaison and to ensure that the diverse voice of primary care and specialist care providers is represented at the Collaboration Council.

8. Role of Indigenous Communities

The Team Members, through the Collaboration Council, will support the establishment of an Indigenous Communities Advisory Council (“**ICAC**”), which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. One member of this Council will serve as a voting member of the Collaboration Council to act as a liaison and to ensure that the voice of each First Nation is represented at the Collaboration Council.

9. 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, Families and Care Partners, 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 SL-OHT.

10. Projects

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

11. 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 or entities that will have a significant impact on the Shared Objective of the SL-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 or entities; (b) terms of the proposed integration; and (c) assessment of the impact, if any, of the proposed integration on the SL-OHT. Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on the SL-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 SL-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 unless any Team Member determines it is not feasible to do so where the essential benefits of this Framework or a Project will not be realized by the SL-OHT. If any Team Member makes this determination and any other Team Member does not agree, the matter will be submitted to the dispute resolution provisions set out in Schedule E.

12. Information Sharing, Transparency, Privacy, and Confidentiality

- (a) Information Sharing. Team Members shall engage in ongoing communications and provide information to each other, and to the Collaboration Council and subcommittees and working groups of the Collaboration Council, to achieve the Shared Objective.

- (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, it will promptly notify the Collaboration Council so that the impact on the Shared Objective 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 SL-OHT shall be planned, co-ordinated 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 SL-OHT shall be such member or members of the Collaboration Council as determined by the Collaboration Council from time to time.

13. Dispute Resolution

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

14. 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.
- (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 SL-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 Objective, or is disruptive to the consensual decision-making process at the Collaboration Council. An expulsion shall only take place after following the procedures in Schedule E and Schedule F.
- (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.
 - (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.

15. 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 Agreement. 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 14(e)(i), 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 under 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 11(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 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.
- (i) Survival. Paragraphs 12(c), 12(d), 12(e), 12(f), 14(d), 14(e), and 15 survive a Team Member's withdrawal or expulsion from or termination of this Framework.
- (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.

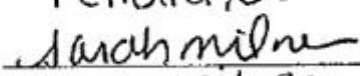
The undersigned have executed this Framework.

[Signature lines follow]

**CENTRAL LAMBTON FAMILY
HEALTH TEAM**

Address: 4130 Glenview Rd, unit 3
Petrolia, ON

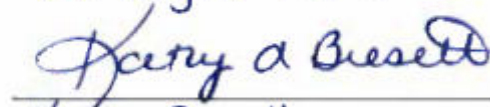
By:


Name: Sarah Milner
Title: Executive Director

**NORTH LAMBTON COMMUNITY
HEALTH CENTRE**

Address: 59 King St Forest Ont


By:


Name: Kathy Bissett
Title: Executive Director

BLUEWATER HEALTH

Address: 89 Norman Street
Sarnia, ON N7T 6S3

By:


Name: Mike Lapaine
Title: President & CEO

**CHIPPEWAS OF KETTLE AND STONY
POINT FIRST NATION**

Address:

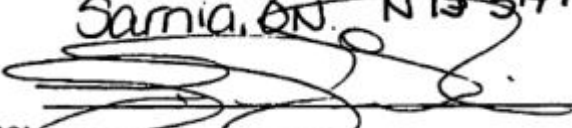
By:


Name: Jason Henry
Title: Chief

RAPIDS FAMILY HEALTH TEAM

Address: 1150 Pontiac Dr.
Sarnia, ON N7S 3A7


By:


Name:
Title: Executive Director

**TWIN BRIDGES NURSE
PRACTITIONER LED CLINIC**

Address: 153 Christina St. S.
Sarnia ON. N7T 2M9

By:


Name: VALERIE WINBERG
Title: Executive Director / Clinical Lead

**ALZHEIMER SOCIETY OF SARNIA-
LAMBTON**

Address: 420 East St. N, Sarnia, ON N7T 6Y5

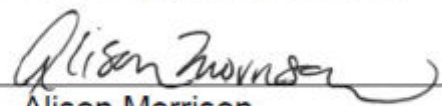
By:


Name: Melanie Bouck
Title: Chief Executive Officer

**PATHWAYS HEALTH CENTRE FOR
CHILDREN**

Address: 1240 Murphy Road, Sarnia ON

By:


Name: Alison Morrison
Title: Executive Director

**ST. JOSEPH'S HOSPICE RESOURCE
CENTRE SARNIA LAMBTON**

Address: 475 Christina St N.
Sarnia, Ont. N7T 5W3

By:

Name: Leslie Potts
Title: Chair of the Board.

**VICTORIAN ORDER OF NURSES FOR
CANADA – ONTARIO BRANCH**

Address: 1151 Florence St., Suite 100
London ON N5W 2M7

By:

Name: Hardeep Sadra
Title: Regional Executive Director

**ENTITÉ DE PLANIFICATION DES
SERVICES DE SANTÉ EN FRANÇAIS
ÉRIÉ ST. CLAIR/SUD-OUEST**

Address: 720, avenue Ouellette, Windsor ON

By:

Name: Paul R. Levac
Title: Interim Executive Director

**LAMBTON COUNTY
DEVELOPMENTAL SERVICES**

Address: 339 CENTRE ST. PETROLIA ON N6H1R6

By:

Name: NICK SALARIS
Title: EXECUTIVE DIRECTOR

MARCH OF DIMES CANADA

Address: 1056 Modeland Rd.,
Sarnia, ON N7S 6L2

By:

Name: April Nelmes
Title: Regional Director

**MIDWIFERY SERVICES OF LAMBTON
KENT**

Address: 350 Christina St N
Sarnia ON N7T 5U8

By:

Name: Lindsay Ottens
Title: Partner.

**NEW BEGINNINGS ACQUIRED BRAIN
INJURY AND STROKE RECOVERY
ASSOCIATION**

Address: 260 Indian South
Sarnia, ON N7T3W4

By:

Name: Amanda Perini
Title: Executive Director

AAMIJWNAANG FIRST NATION

Address: 978 Tashmoo Ave, Sarnia, ON N7T 7H5

By:

Name: Sara Plain
Title: Director of Health Services

**THE CORPORATION OF THE COUNTY
OF LAMBTON**

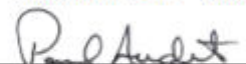
Address:

By: 

Name: Kevin Marriott
Title: Warden

**TRANSFORM SHARED SERVICES
ORGANIZATION**

Address: 750 Richmond Street, Unit A
Chatham, ON N7M 5J5

By: 

Name: Paul Audet
Title: Chief Executive Officer

**ERIE ST. CLAIR LOCAL HEALTH
INTEGRATION NETWORK**

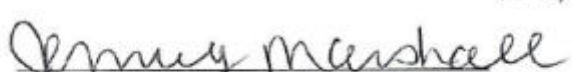
Address:

By: 

Name: Cathy Kelly
Title: Vice President of Home & Community Care

LAMBTON ELDERLY OUTREACH

Address: 4486 London Line, Wyoming, ON
N0N 1T0

By: 

Name: Jenny Marshall
Title: Interim CEO

FIDDICKS NURSING HOME

Address: 437 First Ave. Petrolia
N0N 1R0

By: 

Name: Michael Fiddick
Title: Administrator

VISION '74 INC.

Address:

By: 

Name: HEATHER MARTIN
Title: CEO

WATFORD QUALITY CARE CENTRE

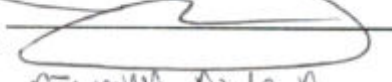
Address:

By: 

Name: Tanaya McGill
Title: Administrator

**BLUEWATER RAPID ACCESS
ADDICTION MEDICINE CLINIC**

Address: 118 Victoria St. North, Sarnia
N7T 5W9

By: 

Name: DELMAR DONALD
Title: MEDICAL DIRECTOR

**CANADIAN MENTAL HEALTH
ASSOCIATION LAMBTON-KENT**

Address:

By:



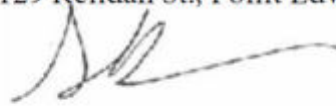
Name: Alan Stevenson

Title: CEO

**ST. CLAIR CHILD & YOUTH
SERVICES**

Address: 129 Kendall St., Point Edward N7V 4G6

By:



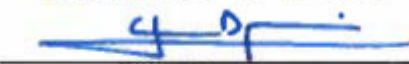
Name: Susan Barnes

Title: Executive Director

**THE SOCIAL SERVICES BUREAU OF
SARNIA-LAMBTON INCORPORATED
OPERATING AS FAMILY
COUNSELLING CENTRE**

Address: 1086 Mode land Rd,
Sarnia, ON N7S 6L2

By:



Name: HANI DAJANI

Title: EXECUTIVE DIRECTOR

WESTOVER TREATMENT CENTRE

Address: 2 Victoria Road South
Thamesville, ON
N0P 2K0

By:



Name: Laird Brush

Title: Executive Director

Schedule A Team Members' Network Assignments

Primary and Specialist Care Advisory Council

PARTNER NAME	TYPE OF ORGANIZATION AS DESCRIBED IN FULL APPLICATION
FHT - Central Lambton Family Health Team	FHT - Family Health Team
FHT - Rapids Family Health Team	FHT - Family Health Team
PEM - Bluewater Healthcare Network FHO	FHO - Family Health Organization
PEM - Sarnia Physicians Organization FHO	FHO - Family Health Organization
PEM - Lake Huron Docs FHO	FHO - Family Health Organization
PEM - Petrolia Medical Associates FHN	FHN - Family Health Network
North Lambton Community Health Centre	Community Health Centres
Twin Bridges Nurse Practitioner Led Clinic	Nurse Practitioner Led Clinics

Team Members

PARTNER NAME	TYPE OF ORGANIZATION AS DESCRIBED IN FULL APPLICATION	DESIGNATED NETWORK FOR DECISION-MAKING FRAMEWORK AGREEMENT
Bluewater Health	Hospital	Acute Care
Alzheimer Society of Sarnia-Lambton	Community Support Services	Community Services
Chippewas of Kettle and Stony Point First Nation	First Nations Health Centre	Community Services
Pathways Health Centre For Children	Children's Treatment Centre	Community Services
St. Joseph's Hospice Resource Centre Sarnia Lambton	Other, Please Specify - Palliative	Community Services
Victorian Order of Nurses for Canada - Ontario Branch	Community Support Services	Community Services
Entité de planification des services de santé en français Erié St. Clair/Sud-Ouest	Other, Please Specify – French Language Health Planning Advisory Entity	Community Services
Lambton County Developmental Services	Community Support Services	Community Services
March Of Dimes Canada	Community Support Services	Community Services
Midwifery Services Of Lambton Kent	Midwifery	Community Services
New Beginnings Acquired Brain Injury and Stroke Recovery Association	Community Support Services	Community Services
Aamjiwnaang First Nation	First Nations Health Centre	Community Services
The Corporation of The County of Lambton	Municipality	Community Services Long-Term Care and Retirement Homes Public Health

PARTNER NAME	TYPE OF ORGANIZATION AS DESCRIBED IN FULL APPLICATION	DESIGNATED NETWORK FOR DECISION-MAKING FRAMEWORK AGREEMENT
TransForm Shared Services Organization	Other, Please Specify - Digital Health & Supply Chain	Digital Health & Supply Chain Services
Erie St. Clair Local Health Integration Network	Home Care Service Provider Organization	Community Services Home Care
Lambton Elderly Outreach	Home Care Service Provider Organization	Home Care Community Services
Fiddicks Nursing Home	Long-Term Care Home	Long-Term Care and Retirement Homes
Vision '74 Inc.	Long-Term Care Home	Long-Term Care and Retirement Homes
Watford Quality Care Centre	Long-Term Care Home	Long-Term Care and Retirement Homes
Bluewater Rapid Access Addiction Medicine Clinic	Mental Health and Addiction Organization	Mental Health & Addictions Services
Canadian Mental Health Association Lambton-Kent	Mental Health and Addiction Organization	Mental Health & Addictions Services
St. Clair Child & Youth Services	Mental Health and Addiction Organization	Mental Health & Addictions Services
The Social Services Bureau Of Sarnia-Lambton Incorporated Operating As Family Counselling Centre	Mental Health and Addiction Organization	Mental Health & Addictions Services
Westover Treatment Centre	Mental Health and Addiction Organization	Mental Health & Addictions Services

Schedule B Terms of Reference for the Collaboration Council

Collaboration Council – Terms of Reference	
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.	
Mandate	<p>The Collaboration Council’s role is to provide a forum for the Team Members to plan, design, implement, and oversee the SL-OHT. The Collaboration Council’s roles and responsibilities include to:</p> <p>Planning and Priorities</p> <ol style="list-style-type: none"> 1. establish an overall strategic plan for the SL-OHT and develop an annual work plan consistent with the strategic plan; 2. identify and measure the priority populations for the SL-OHT and the impact of decisions on them; 3. develop the name and central brand for the SL-OHT; and 4. identify, implement, and oversee Projects and Project Agreements. <p>Quality and Risk</p> <ol style="list-style-type: none"> 1. review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the SL-OHT; 2. identify risk issues and consider risk allocation, mitigation, and corrective actions for SL-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 SL-OHT; and 5. review and approve standards for cyber security risk. <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 SL-OHT as well as human resources, capital, and facilities, and costs related to supporting the work of the SL-OHT; 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. facilitate and oversee the development of 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. engage with and seek input from Team Members and Networks; 3. ensure engagement at a board to board level among Team Members; and 4. report from time to time to Team Members on the work of the Collaboration Council and any subcommittees and working groups. <p>Governance and Compliance</p> <ol style="list-style-type: none"> 1. evaluate and identify areas of improvement in the integrated leadership and governance structure of the SL-OHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the SL-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. <p>Other</p> <p>Perform the roles assigned to the Collaboration Council under the Framework.</p>
Subcommittees and Working Groups	<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>
Membership	<p>The Collaboration Council shall be comprised of the following voting members:</p> <ol style="list-style-type: none"> 1. designates of the Networks as follows: <ol style="list-style-type: none"> (a) one designate of the Acute Care Network; (b) one designate of the Community Services Network; (c) one designate of the Digital Health and Supply Chain Services Network; (d) one designate of the Home Care Network; (e) one designate of the Long-Term Care and Retirement Homes Network; (f) one designate of the Mental Health and Addictions Services Network;

	<p>(g) one designate of the Public Health Network; and</p> <p>2. one member of the PFAC;</p> <p>3. three members of the PSCAC (one urban and one rural primary care representative, and one specialist representative); and</p> <p>4. one member of the ICAC.</p>
Selecting and Changing Membership	<p>Collaboration Council members who are designates of a Network shall be selected through a process approved by the Collaboration Council in consultation with the Team Members of the respective Network.</p> <p>A Network, the PFAC, the PSCAC, or the ICAC 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 Network, the PFAC, the PSCAC, or the ICAC to replace its Collaboration Council member where that member is not acting in accordance with the guiding principles and in pursuit of the Shared Objective of the SL-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 by the Collaboration Council members.</p>
Fund Manager	<p>The Collaboration Council shall, by a majority vote, select a Team Member to be a “Fund Manager” (for an agreed term) to, as directed by the Collaboration Council, receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the SL-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 of two members. The acting Co-Chair may determine any meeting procedures that are not otherwise addressed or inconsistent with the provisions of this Framework or any policies adopted by the Collaboration Council. Agendas will be sent in advance and indicate if decisions are known to be required. Meetings may be held by any available technology. Guests may attend a meeting upon consent of a majority of the Collaboration Council members participating in the meeting.</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 acting Co-Chair.
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 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. <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 Network Team Members, as the case may be, even if they do not agree with the decision/recommendation. If consensus cannot be reached, the Collaboration Council shall resort to paragraph 2 of the dispute resolution provisions of Schedule E of the Framework.</p> <p>The Collaboration Council may, by unanimous approval of the Collaboration Council members, adopt a decision-making framework that identifies types of decisions where a majority vote or other specified percentage is sufficient to bind all Collaboration Council members.</p>
Minutes	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.
Information Sharing	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 PSCAC, the ICAC, subcommittees and working groups.
Confidentiality	The Collaboration Council members shall respect the confidentiality of information received by, and discussions of, the Collaboration Council.

	<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>
Policies	<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>
Review and Amendment	<p>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.</p>

Date of Last Review: January ●, 2021

Schedule C Draft Terms of Reference for Patient, Family and Care Partner Council

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

- (d) human resource considerations;
- (e) reporting and audit compliance requirements;
- (f) required third-party approvals;
- (g) intellectual property rights and responsibilities;
- (h) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;
- (i) dispute resolution provisions if the provisions of the Framework are not to apply;
- (j) 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 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 Dispute Resolution

1. The Team Members shall use their best efforts to resolve any disputes in an amicable, constructive and collaborative manner through informal discussion and resolution.
2. 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.
3. 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.
4. 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 14(b) of the Framework.

Schedule F Process for Expulsion

1. Submission to the dispute resolution procedures under Schedule E of this Framework shall be a pre-condition to expulsion under this Schedule F.
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 all such Team Members 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.