MISSISSAUGA ONTARIO HEALTH TEAM
COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** is made as of October 21, 2020.

BETWEEN AND AMONG:

CarePoint Health
Credit Valley Family Health Team
Heart House Hospice
Peel Addiction Assessment and Referral Centre
Peel Seniors Link
Mississauga Halton Primary Care Network
Summerville Family Health Team
Trillium Health Partners
Patient and Family Advisors

BACKGROUND:

1. The Team Members wish to be designated as an Ontario health team (an "**Ontario Health Team**") by the Minister of Health under the *Connecting Care Act, 2019* and work together to achieve their shared vision of providing a continuum of integrated health care and support services to the persons to whom they provide care and services.

2. This Agreement governs how the Team Members will work together both before and after designation as an Ontario Health Team.

FOR VALUE RECEIVED, the Team Members agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions. In this Agreement:

(a) "**Agreement**" means this collaboration agreement, and includes all schedules, as amended from time to time.

(b) "**Confidential Information**" means information of a Team Member that by its nature is confidential and proprietary 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), and such knowledge or receipt is documented);

(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.

(c) "**Participants**" means those entities that are parties to a Project Agreement but that are not Team Members.

(d) "**Project**" means a collaboration on specific strategies, initiatives, programs, and services as described in this Agreement.

(e) "**Project Agreement**" means any agreement executed by the participating Team Members and, where applicable, Participants, that sets out the details about a specific Project.

(f) "**Team Members**" means the signatories to this Agreement, which are the organizations that initiated the full application and are championing the M-OHT on behalf of all Partners.

(g) **"Partners"** means members and affiliates of the M-OHT, as outlined in the full application.

Members include those organizations that will be involved in the day-to-day operations of the M-OHT through specific projects.

Affiliates are those organizations that endorse, support or provide advice to the M-OHT but are not central to the day-to-day operations, or may be organizations who may be interested in becoming more involved at a later date.

(h) "**M-OHT**" means the Mississauga Ontario Health Team (or Mississauga Health), comprised of the Team Members, and its Partners

(i) **"OHT Management Office"** means the staff that are assigned to support the operations and implementation of the M-OHT, at the direction of the Collaboration Council. This includes the Executive Lead, M-OHT Director and other staff supports hired or offered in-kind to the M-OHT.

1.2 Non-Derogation. Nothing in this Agreement shall derogate from a Team Member's ongoing autonomy of its board of directors, or its right to safeguard the quality of health services provided by it, or to exercise its respective rights and meet its respective responsibilities under applicable laws and any government funding agreements, operations and initiatives unrelated to the M-OHT and/or the M-OHT Projects.

ARTICLE 2 – SHARED VISION, GUIDING PRINCIPLES, AND COMMITMENTS

2.1 Vision. The Team Members share the following vision for the M-OHT:

Together, our vision is to improve the health of people in our community by creating an interconnected system of care across the continuum, from prenatal care to birth to end of life and bereavement.

Care will address physical, mental, social and emotional well-being, and will be reliable, high quality and grounded in exceptional experiences and sustainability, delivering on the Quadruple Aim.

2.2 Guiding Principles. The Team Members are committed to the following guiding principles for the M-OHT:

- Our role is to plan on behalf of our population and to act in the best interest of the patients, caregivers and clients we serve;
- We will make decisions and take actions to achieve our shared vision and our goal of improving the quadruple aim: health outcomes, patient experience, provider experience and sustainability;
- Everything we do will be done in collaboration with patients, caregivers, clients, providers, partners and community members that will be affected;
- We will take a systems approach that emphasizes coordination and integration of care across sectors for the benefit of our population, striving to remove barriers to create health equity;
- We will celebrate diversity and seek to understand, recognize, support, accommodate and protect cultural, religious and other dimensions of diversity;
- We will be innovative and find new ways of working together that will improve health in our community;
- We will strive to be compassionate, inclusive of all partners at the table and support an equality of voices to ensure we are building a system that reflects all;
- We will pursue a model of distributed leadership that continues to uplift and reinforce the governance of our respective sectors;
- We will build trust with partners and our community by committing to transparency and ensuring ongoing engagement and communication;

- We will embed best practice, evidence and a learning health system approach into everything we undertake;
- We will be pragmatic and focused on achieving results for the good of the population we serve, achieving measurable performance targets;
- We will ensure change is managed thoughtfully to assess, mitigate and monitor risks;
- We will act with integrity and hold ourselves accountable to our commitments.

2.3 Values. The Team Members endorse the following values for the M-OHT*:*

- Respect and Dignity;
- Empathy and Compassion;
- Accountability;
- Transparency;
- Equity and Engagement.

2.4 Ontario Health Team. It is expected that the M-OHT will be designated as an Ontario Health Team under the *Connecting Care Act, 2019* and, as such, the M-OHT will be the recipient of funding from the Ministry of Health and Ontario Health. The Team Members will contribute resources in the form of funds, people, capital, and/or facilities to the shared priorities and accountabilities of the M-OHT as may be agreed, such contributions to be made recognizing different abilities and depth in resources and funding, and in agreement with the respective Team Members' Board.

2.5 Disclosure, Minimizing Conflicts, and Transparency.

(a) The Team Members shall engage in on-going communication and disclosure and shall provide information to each other and to the Collaboration Council and its subcommittees and working groups to achieve the benefits of this Agreement.

(b) Each Team Member will try to eliminate, minimize, or mitigate any conflict between the M-OHT and its other contractual and service obligations and relationships outside of the M-OHT.

(c) If a Team Member becomes aware of any fact or circumstance that may harm that or another Team Member's ability to perform its obligations under this Agreement or a Collaboration or Project Agreement, it will promptly notify the Collaboration Council and the other Team Members of the nature of the fact or circumstance and its anticipated impact so that the Team Members through the Collaboration Council may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

ARTICLE 3 – GOVERNANCE

3.1 Collaboration Council. The Team Members establish the Collaboration Council as the collaborative decision making body of the M-OHT. The composition, mandate, and processes of the Collaboration Council are set out in Schedule 1.

3.2 Chairs' Council. The Team Members establish the Chairs' Council for the M-OHT. The composition, mandate, and processes of the Chairs' Council are set out in Schedule 2.

3.3 Patient/Client, Family, and Caregiver Involvement. The Team Members will establish a Patient/Client, Family, and Caregiver Advisory Council ("**PFAC**"), which will provide advice directly to the OHT Management Office, appropriate subcommittees and working groups. Members of the PFAC will represent those seeking care or supporting those seeking care in the community and will represent the diversity of our community. The Ministry's Patient and Family Declaration of Values will be adopted for the M-OHT.

3.4 Clinical Care Council. The Team Members will establish a Clinical Care Council ("**CCC**"), which will provide advice directly to the OHT Management Office, appropriate subcommittees and working groups, with a focus on building clinical integration across the continuum of care. The CCC will have representation from primary care physicians, specialists, nurses and nurse practitioners, allied health and the OHT Management Office.

ARTICLE 4 – PROJECTS

4.1 Implementation. The Team Members shall implement each Project as follows:

(a) The Collaboration Council shall identify one or more initiatives, programs, and/or services as an opportunity for a Project.

(b) The Collaboration Council shall delegate to the OHT Management Office the development of a plan for each Project guided by the shared vision, guiding principles, and commitments of this Agreement. Each plan shall set out relevant considerations, terms, and conditions for the specific Project.

(c) Where appropriate, the Collaboration Council shall develop a Project Agreement, consistent with the plan, setting out the details of each Project, including clear and transparent accountabilities. This Agreement governs each Project unless a Project Agreement provides otherwise.

(d) Before approving and implementing a Project, each Team Member (and any other Participant) shall ensure that its participation complies with any applicable laws, industry and professional standards, and its own constating documents and policies.

(e) The participating Team Members (and any other Participants) will approve and execute a Project Agreement in accordance with their own delegation of authority.

(f) Each Team Member (and any other Participants) shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.

(g) Each Team Member (and any other Participants) 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.

4.2 Project Principles and Requirements. Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

(a) scope of services to be provided by each Team Member (and other Participants if applicable), and their accountabilities and responsibilities;

(b) specified strategic objectives and performance measures;

(c) costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs and cost allocation;

(d) in-kind resource contributions;

(e) human resource considerations;

(f) reporting and audit compliance requirements;

(g) third-party approvals;

(h) intellectual property;

(i) data sharing agreements;

(j) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;

(k) conflict resolution processes;

(l) 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

(m) liability, indemnification, and insurance requirements.

ARTICLE 5 – INTEGRATION WITH OTHERS

5.1 Voluntary Integration with Others. If a Team Member is contemplating an integration with another entity that will have a significant impact on the vision and guiding principles of the M-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 M-OHT.

Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on the M-OHT and deliver a written report with recommendations to the Team Members. Team Members shall have an obligation to work towards the successful integration within the M-OHT Collaboration.

5.2 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 Agreement, the M-OHT, and each Collaboration, and whether any amendments are required to this Agreement, a Project or a Project Agreement. The Team Members shall endeavour to continue this Agreement and each Collaboration unless any Team Member determines it is not feasible to do so where the essential benefits of this Agreement or a Project will not be realized by the M-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 of this Agreement.

ARTICLE 6 – PRIVACY AND CONFIDENTIALITY

6.1 Privacy. For the purposes of the M-OHT:

(a) The 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.

(b) Team Members will enter into a data sharing agreement for each Project in respect of sharing personal health information for all other purposes.

6.2 Confidentiality. Team Members shall not disclose any Confidential Information of another Team Member 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 Agreement.

6.3 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 (with certification to the relevant Team Member) all Confidential Information of the relevant Team Member that it is not required to retain by applicable laws or other requirement. However, each Team Member may, at its option, retain one copy of such Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement. Each Team Member may use the Confidential Information of another Team Member to exercise its rights and protect its interests under this Agreement and as required by applicable laws. For greater certainty, this provision applies to the Confidential Information of a Team Member. 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.

6.4 Public Notices and Media Releases. All notices to third parties and all other publicity concerning this Agreement or the M-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 M-OHT shall be such member or members of the Collaboration Council as determined by the Collaboration Council from time to time.

ARTICLE 7 – DECISION MAKING

7.1 Decision Making. The Team Members shall adopt a consensus-based decision making process, whereby Team Members actively participate in reaching a decision that is supported and in line with the vision, values and principles set out in this Agreement. Team Members will use their best efforts to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Team Member's interests. Team Members will conduct themselves by the participation guidelines set out in the Terms of Reference (Schedule 1).

The Collaborative Council will employ full consensus-building processes for any:

(a) Strategic decisions involving great importance or an integrated plan effect;

(b) High risk decisions to the M-OHT or any of its Team Members in regards to financial impact, labor relations, reputational risk;

(c) Decisions in which a strong, united approach is important.

Where key decisions for the Collaboration Council, PFAC, CCC or Chair's Council are noted in this document, these decisions will fall under Section 7 of this agreement.

7.2 Delegation of Authority. The Collaborative Council will delegate decision making authority to the OHT Management Office. This includes, but is not limited to:

(a) Operational or tactical decisions to carry out the direction set by the Collaboration Council;

(b) Decisions which have relatively minor impact and affect relatively few;

(c) Decisions that are defined within a Project Agreement.

Decisions should at all times be in accordance with direction from the Collaboration Council and in accordance with the Collaborative Agreement.

The Collaboration Council will articulate expectations of the OHT Management Office in terms of reporting and approvals.

7.3 Dispute Resolution.

(a) The Team Members shall use their best efforts to resolve any disputes in a collaborative manner through informal discussion and resolution. This will include using M-OHT decision-making tools including the M-OHT vision, values and guiding principles, and using the best available information and data.

(b) To facilitate and encourage this informal process, the Team Members shall engage in open and constructive dialogue, rooted in the core values of this Agreement, and facilitated by a designated member of the Collaborative Council, and/or external facilitator where required. The facilitator shall use strategies such as rounds, request for more clarity or information to guide the decision making, separate meetings with the Team Members who are in disagreement, or seeking guidance or advice from the advisory tables identified in this Agreement, such as the Chairs' Council, CCC or PFAC, M-OHT partners or the Ministry of Health or Ontario Health.

(c) Team Members are expected to participate in the spirit of consensus building. They are entitled to take a noted stance, such as expression of concern, declaration of reservations or standing aside, as referenced in Appendix B.

(d) 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 have exhausted all avenues outlined in 7.3 (b), and the dispute remains unresolved, the Collaboration Council shall move it to a supermajority vote of two-thirds, with at least a majority agreement from the representatives of any represented sector.

(e) Once a final decision is made by the Collaboration Council, it is the expectation that the Team Members will act in solidarity toward that decision and in the best interest of the community.

(f) 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 this Agreement in accordance Section 8.5 and Section 8.6.

ARTICLE 8 – TERM, TERMINATION, WITHDRAWAL, AND EXPULSION

8.1 Term. This Agreement shall start on the date of this Agreement and shall continue indefinitely, unless terminated in accordance with Section 8.2. The Collaboration Council will consider a review at the end of fiscal year 2021/22 to support continuous improvement and at each stage of the OHT development process, including financial or organizational integrations.

8.2 Termination of Agreement. The Team Members may only terminate this Agreement by mutual written agreement.

8.3 Withdrawal. A Team Member may withdraw from this Agreement by providing at least 90 days' notice to the other Team Members.

8.4 Expulsion. A Team Member may be expelled from the M-OHT, and thereby cease to be a party to this Agreement. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Agreement or a Project Agreement, no longer agrees to the vision of the M-OHT, or is disruptive to the consensual governing process at Collaboration Council meetings. An expulsion may take place after following these procedures:

(a) All of the Collaboration Council members, other than the member representing the Team Member at issue, must unanimously agree that expulsion is advisable.

(b) Following such agreement, the Collaboration Council members referred to in Section 8.4(a) shall, in writing, notify the Team Member at issue that it intends to recommend their expulsion to the other Team Members.

(c) If reasonable in the circumstances, as determined by the Collaboration Council members referred to in Section 8.4(a), 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.

(d) 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 Section 8.4(a), such Collaboration Council members shall make a recommendation for expulsion to all of the other Team Members.

(e) All of the Team Members, other than the Team Member at issue, shall consider the recommendation referred to in Section 8.4(d) and must, in writing through their authorized signatories, unanimously agree to the expulsion. Upon such written agreement, this Agreement shall be deemed amended to remove the expelled Team Member as a party.

(f) Submission to the dispute resolution procedures under this Agreement shall be a pre-condition to expulsion.

8.5 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.

8.6 Consequences of Termination, Withdrawal or Expulsion.

(a) A Team Member who withdraws or is expelled from this Agreement shall cease to be a party to this Agreement and shall cease to be a Team Member of the M-OHT.

(b) Termination of, or withdrawal or expulsion from, this Agreement shall not automatically constitute termination of, or withdrawal or expulsion from, any Project or Project Agreement.

(c) Withdrawal from or termination of a Project or a Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project or Project Agreement, as the case may be.

(d) A Team Member who withdraws or is expelled from this Agreement or withdraws from a Project or Project Agreement, as the case may be, and shall remain accountable for its commitments and obligations, 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 withdrawing or expelled Team Member.

ARTICLE 9 – GENERAL

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

9.2 Notices. Where in this Agreement 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 below its respective signature. 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 Section. "**Business Day**" means any working day, Monday to Friday, excluding statutory holidays observed in Ontario.

9.3 Entire Agreement. With respect to its subject matter, this Agreement contains the entire understanding of the Team Members and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between and among the Team Members respecting the subject matter of this Agreement.

9.4 Amendment. Subject to Section 8.6(a), this Agreement may be amended only by mutual written agreement. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this Agreement, the Team Members shall work cooperatively to amend this Agreement to accommodate the change. A Project Agreement may be amended in accordance with the provisions of the Project Agreement without necessitating an Agreement amendment.

9.5 Assignment. No Team Member may assign its rights or obligations under this Agreement or any integration conducted in accordance with the Connecting Care Act without the prior written consent of the other Team Members. This Agreement ensures to the benefit of and binds the Team Members and their respective successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 5.2, a Team Member may assign this Agreement without consent in the event of an integration order of the Minister of Health.

9.6 No Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Team Member entitled to grant the waiver.

9.7 Severability. Each provision of this Agreement 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.

9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitutes one agreement. Delivery of an executed counterpart of this Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Agreement.

9.9 Governing Law. This Project Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

9.10 Survival. The following survive a Team Member's withdrawal or expulsion from or termination of this Agreement: Sections 2.4, 6.1, 6.2, 6.3 and 8.6.

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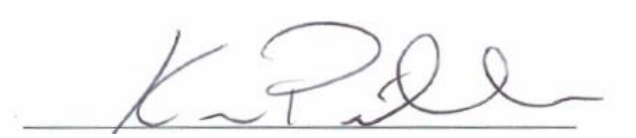
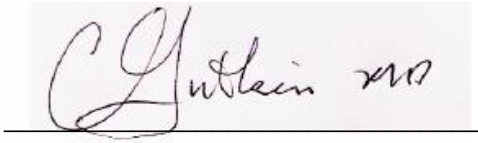
The Team Members have executed this Agreement.



Mr. Kim Piller, Board Chair
CarePoint Health

Oct. 23, 2020
Date

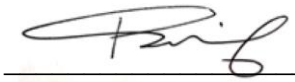


Dr. Calvin Gutkin, Board Director
CarePoint Health

October 23, 2020
Date

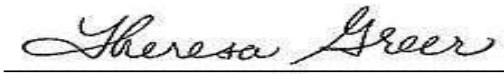
Dr. James Pencharz, Board Chair
Credit Valley Family Health Team

21/10/2020
Date



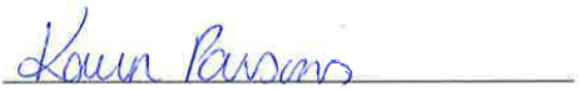
Rakib Mohammed, Executive Director
Credit Valley Family Health Team

21/10/2020
Date



Theresa Greer, Executive Director
Heart House Hospice

October 21, 2020
Date



Karen Parsons, Executive Director
Peel Addiction Assessment and Referral Centre

October 27, 2020
Date

Raymond Applebaum, Chief Executive Officer
Peel Seniors Link

Oct 21, 2020
Date

Sohal Goyal

Dr. Sohal Goyal, Board Chair
Mississauga Halton Primary Care Network

Oct 21, 2020
Date

Dr. Greg Van de Mosselaer, Board Member
Mississauga Halton Primary Care Network

October 21, 2020
Date

Dr. Ruth Connelly, Board Chair
Summerville Family Health Team

OCT 22 / 20
Date

Andrea Stevens Lavigne, Executive Director
Summerville Family Health Team

OCT 22, 2020
Date

Michelle DiEmanuele, President & CEO
Trillium Health Partners

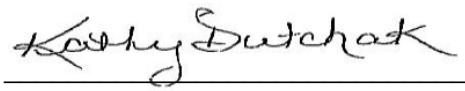
October 26, 2020
Date

Carol Vinette-Hancharyk, VP Financial Services &
Acting Chief Financial Officer, Trillium Health Partners

October 26, 2020
Date

John McKenna, Patient & Family Advisor
Mississauga Ontario Health Team

October 21, 2020
Date



Kathy Dutchak, Patient & Family Advisor
Mississauga Ontario Health Team

21 October 2020
Date

SCHEDULE 1

TERMS OF REFERENCE FOR THE COLLABORATION COUNCIL

<table>
<tr><th colspan="2">Collaboration Council – Terms of Reference</th></tr>
<tr><td colspan="2">Capitalized terms used throughout these Terms of Reference have the meaning given to them in the Agreement to which these Terms of Reference are a Schedule.</td></tr>
<tr><td>Mandate</td><td>The Collaboration Council's role is to create a forum for the Team Members to plan, design, implement, and oversee the M-OHT, on behalf of the Partners and for the best interest of the community. The Collaboration Council's roles and responsibilities include to:

Planning and Priorities

• establish an overall strategic plan for the M-OHT and develop an annual work plan consistent with the strategic plan;

• identify and measure the priority populations for the M-OHT and the impact of decisions on them;

• develop the name and central brand for the M-OHT; and

• identify, implement, and oversee Projects and Project Agreements.

Quality and Risk

• ensure project agreements consider quality and risk management and continuous improvement, by the provider organizations; and

• over time, establish quality, risk, complaints and security processes for the M-OHT commensurate with the maturation of the OHT.

Resources and Accountability

• develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the M-OHT and as well as human resources, capital, and facilities and costs related to supporting the work of the M-OHT;

• review and collaborate on financial performance, resource allocation and use, best practice, and innovation;

• agree to contributions by the Team Members to the work of the M-OHT that is equitable and fair, considering funds, people, capital, and/or facilities, recognizing the different abilities and depth in resourcing and funding;

• develop clinical and financial accountability standards; and

• facilitate and oversee the development of a digital health strategy.</td></tr>
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Collaboration Council – Terms of Reference	
	Engagement and Reporting • develop and implement a joint communications strategy, including communication to Partners, participants, stakeholders and the community; • engage with and seek input from Team Members, within their organization and Board, Partners and Networks, to support M-OHT advancement; and • report from time to time to Partners, participants, stakeholders and the community on the work of the Collaboration Council and any subcommittees or working groups. **Governance and Compliance** • evaluate and evolve the integrated leadership and governance structure of the M-OHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the M-OHT, moving towards a skills-based board and network governance structure. This includes supporting and championing Partner engagement and Network development; • discuss compliance with, and amendments to, these Terms of Reference, the Terms of Reference of the Chairs' Council, the Agreement, or a Project Agreement; • facilitate dispute resolution; and • ensure compliance with all reporting requirements. **Other** • perform the roles assigned to the Collaboration Council under the Agreement.
Subcommittees and Working Groups	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.

Collaboration Council – Terms of Reference	

Membership	Collaboration Council members shall be as follows, and from Team Members within the Mississauga and West Toronto area:
	• two (2) members of PFAC,
	• the chief executive officer or executive director of each Team Member, or designate, for the following seats;
	  • three (3) from community support services, mental health and addictions Team Members,
	  • four (4) from primary care Team Members, including one (1) from the Mississauga Halton Primary Care Network (PCN) who practice within the M-OHT community, and
	  • four (4) from acute care Team Member.

Changes in Membership	A Team Member may replace its member on the Collaboration Council or appoint a temporary alternative at its own discretion on reasonable notice to the other Team Members and to the Collaboration Council Co-Chairs, provided the replacement or alternative has decision-making authority comparable to the Collaboration Council member being replaced. The Collaboration Council, through the decision-making process outlined in Section 7, may require a Team Member, the PFAC or PCN, as the case may be, to replace its Collaboration Council member where that Collaboration Council member is not acting in accordance with the guiding principles and in pursuit of the shared vision of the M-OHT. The replacement Collaboration Council member shall have authority comparable to the Collaboration Council member being replaced.
Co-Chairs	The Collaboration Council shall have two Co-Chairs, who shall be agreed to annually by the Collaboration Council members. The Co-Chairs shall agree upon the sharing of Chair responsibilities in each meeting. Both Co-Chairs participate in deliberations and decision-making of the Collaboration Council.
Fund Manager	The Collaboration Council will agree on a Team Member to be a "Fund Manager". The Fund Manager acts, as directed by the Collaboration Council, to receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the M-OHT. The Fund Manager will not unilaterally decide how to disburse funds, and will do so only by direction of the Collaboration Council or delegated authority, or by direction from a legislative authority. The Fund Manager will submit financial reports to the Collaboration Council on a monthly basis and retain financial records for at least seven years.

Collaboration Council – Terms of Reference	
Meetings	Meetings will be held at a minimum quarterly. Meetings will be held at the call of the acting Co-Chair or of five (5) 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 by any available technology. Guests may attend a meeting upon consent of a majority of the Collaboration Council members participating in the meeting.
Quorum	Quorum will be seven (7) members of the Collaboration Council present in person or electronically, with at least one Collaboration Council member from each sector. If quorum is not present, the Collaboration Council members may meet for discussion purposes only and no decisions shall be made. Quorum may be met for a particular decision, if a Collaboration Council member who is not able to attend consents to the decision proceeding in the member's absence by so informing the acting Co-Chair.
Decisions	Unless otherwise specified in a decision framework adopted by unanimous agreement of the Collaboration Council, decisions will be made by consensus as outlined in Sections 7.1 and 7.2 of this Agreement. Consensus means that each Collaboration Council member is prepared to support the decision or, if applicable, recommend it to their board of directors or governing body, even if they do not agree with the decision/recommendation. If consensus cannot be reached, the Collaboration Council shall resort to Sections 7.3 of the Agreement. Collaboration Council members will be expected to demonstrate fairness and a commitment to in-depth evaluation of a matter under review and to endeavour to put the persons served by the M-OHT, and the success and sustainability of the M-OHT, above their respective organizations.
Participation Guidelines	The Collaboration Council members shall conduct themselves at all times when working with the M-OHT in the spirit of collaboration, with trust, respect, open-mindedness, integrity, professionalism, empathy and commitment to the work. Members shall come prepared, informed and ready to participate. Members shall listen carefully, stay on topic, build on ideas of others, monitor verbal and non-verbal signals that impact group dynamics, avoid side conversations, and be fully present in the conversation.

Collaboration Council – Terms of Reference	
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 members. Support to the M-OHT Collaboration Council will be supported through the OHT Management Office.
Information Sharing	The Collaboration Council shall develop a protocol for how information is shared with Team Members, Partners and their respective boards of directors or governing bodies, the PFAC, the CCC, subcommittees and working groups in compliance with Article 6 of the Agreement.
Confidentiality	The Collaboration Council members shall respect the confidentiality of information received by, and discussions of, the Collaboration Council, as outlined in Sections 6.2 and 6.3 of this Agreement. Collaboration Council meeting packages and minutes may be shared at the discretion of Collaboration Council members within their own organizations or with OHT partners in order to support and advance the M-OHT priorities, unless content is marked confidential and/or discussed In Camera. Collaboration Council members must take appropriate steps to ensure any disclosure does not harm the interests of the M-OHT. Disclosure to other third parties, the public or the media are subject to Section 6.4 of this Agreement. Collaboration Council members and members of sub committees or working groups of the Collaboration Council shall each agree, by virtue of approval of a Committee Terms of Reference, 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 the case may be and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Collaboration Council from time to time.
Policies	The Collaboration Council may adopt policies, protocols and procedures to support the work of the Collaboration Council and its subcommittees and working groups.
Accountability and Reporting	Each Team Member will delegate a scope of authority to its respective Collaboration Council member. Each member must act within their own delegated scope of authority, and must report, and be accountable, to their own board of directors or governing body.

Collaboration Council – Terms of Reference	
Amendment	These Terms of Reference shall be reviewed annually by the Collaboration Council and may be amended only with the written agreement of the Team Members.

Date of Last Review: October 21, 2020

SCHEDULE 2

TERMS OF REFERENCE FOR THE CHAIRS' COUNCIL

Chairs' Council – Terms of Reference	
Capitalized terms used throughout these Terms of Reference have the meaning given to them in the Agreement to which these Terms of Reference are a Schedule.	
Mandate	The role of the Chairs' Council is to create a forum for board-to-board engagement of Team Members, and to support the advancement of the M-OHT and its vision, on behalf of the community. The Chairs' Council members will act in an advisory capacity to the Collaboration Council, report back to their own boards about system and collaborative goals, and engage in: • communications, information sharing, and networking; • consideration of strategic governance issues; • sharing best practices including governance best practice; and • provision of strategic advice regarding the healthcare system. Chairs' Council members will be expected to demonstrate fairness and a commitment to in-depth evaluation of a matter under review and to put the needs of the persons served by the M-OHT at the centre of decision-making.
Deliberations and Decisions	The Chairs' Council is intended to be advisory. To the extent the Chairs' Council makes decisions, unless otherwise specified in a decision framework adopted by unanimous agreement of the Chairs' Council, decisions will be made by consensus, with at least one Chairs' Council member from each sector. Consensus means that each Chairs' Council member is prepared to support the decision or, if applicable, recommend it to their board of directors or governing body, even if they do not agree with the decision/recommendation.
Membership	The Chairs' Council shall consist of a Board designee from each Team Member, with OHT Management Office lead as Ex Officio.
Co-Chairs	The Chairs' Council shall have two Co-Chairs, who shall be appointed by the Chairs' Council members per Section 7. The Co-Chairs shall alternate the meeting chair responsibilities or agree on the sharing of responsibilities. Both Co-Chairs participate in deliberations and decision-making by the Chairs' Council.

Chairs' Council – Terms of Reference	
Meetings	Meetings will be held at least semi-annually at the call of the acting Co-Chair or of five (5) Chairs' 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 by any available technology.
Guests	The Co-Chairs may invite, with agreement by the majority of the Chairs' Council, representative Board Members from partners, project partners or other stakeholders to the meetings as guests as required.
Quorum	Quorum will be representation from a minimum of seven (7) of the Chairs' Council members present in person or electronically, with at least one member from each sector.
Minutes	Meeting minutes will document deliberations, and will be provided to the Collaboration Council with decisions for which the Chairs' Council was engaged. 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 Chairs' Council members. Support to the Chairs' Council will be provided by the OHT management office.
Policies	The Chairs' Council may adopt policies and procedures to support the work of the Chairs' Council.
Amendment	These Terms of Reference shall be reviewed annually be the Chairs' Council and the Collaboration Council and may be amended only with the written agreement of the Team Members.

Date of Last Review: October 21, 2020

Appendix A: Patient Declaration of Values for Ontario

Respect and Dignity

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

Empathy and Compassion

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

Accountability

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

Transparency

1. We expect we will be proactively and meaningfully involved in conversations about our care, considering options for our care, and decisions about our care.
2. We expect our health records will be accurate, complete, available and accessible across the provincial health system at our request.

3. We expect a transparent, clear and fair process to express a complaint, concern, or compliment about our care and that it not impact the quality of the care we receive.

Equity and Engagement

1. We expect equal and fair access to the health care system and services for all regardless of language, place of origin, background, age, gender identity, sexual orientation, ability, marital or family status, education, ethnicity, race, religion, socioeconomic status or location within Ontario.
2. We expect that we will have opportunities to be included in health care policy development and program design at local, regional and provincial levels of the health care system.

Note: The purpose of this Patient Declaration of Values, drafted by the Minister's Patient and Family Advisory Council in consultation with Ontarians, is to articulate patients' and caregivers' expectations of Ontario's health care system. The Declaration is intended to serve as a compass for the individuals and organizations who are involved in health care and reflects a summary of the principles and values that patients and caregivers say are important to them. The Declaration is not intended to establish, alter or affect any legal rights or obligations, and must be interpreted in a manner that is consistent with applicable law.

Appendix B: Consensus-Based Decision Making

OPTIONAL STANCES COLLABORATION COUNCIL MEMBERS CAN TAKE

A critical ingredient for success in consensus decision making is the conscious intention of members to participate in a spirit of consensus building. This process is greatly facilitated when members keep in mind and deliberately express themselves in terms of the following optional stances.

Expression of concern: Rather than taking a hard-and-fast negative position, members express their concerns and the reasons for them. This allows room for proposals to be modified to meet the concerns.

Reservations: After fulsome deliberation, one or more members may find a concern has not been satisfactorily addressed, but that they consider that concern relatively minor. The member(s) would then indicate that they have reservations. They might say “I still have some unresolved concerns; I have reservations but I can live with it."

Non-support or standing aside: This stance allows a member to be clear that they do not agree with or support the proposed decision, without leaving or blocking the group from proceeding. The member might say, "I personally don’t support this, but I won't stop others from doing it." The member explicitly states that they are *standing aside* and this is noted in the minutes. If two or more members stand aside, perhaps additional work is required to conceive a more mutual solution.

Source: A practical guide for consensus-based decision making” by James Madden, London ON, 2017.