

**CAMBRIDGE NORTH DUMFRIES ONTARIO HEALTH TEAM**

**COLLABORATION ARRANGEMENT**

This **COLLABORATION ARRANGEMENT** is made as of **September 25, 2020**

**BETWEEN AND AMONG:**

- Cambridge Memorial Hospital
- Canadian Mental Health Association Waterloo Wellington
- Community Support Connections Meals on Wheels and More
- Delta Coronation Family Health Organization
- eHealth Centre of Excellence
- Fairview Mennonite Homes
- Grandview Medical Centre Family Health Team
- Hospice of Waterloo Region
- House of Friendship
- Langs Community Health Centre
- Saint Luke's Place
- Stonehenge Therapeutic Community
- Thresholds Homes and Supports
- Traverse Independence
- Two Rivers Family Health Team
- Waterloo Region Nurse Practitioner Led Clinic
- Waterloo Wellington LHIN Home and Community Care

## **BACKGROUND:**

1. The *Cambridge North Dumfries Ontario Health Team (CND OHT)* has been approved by the Minister of Health under the *Connecting Care Act, 2019* as an Ontario health team (“Ontario Health Team”).
2. The shared objective of the members of the CND OHT is to provide a continuum of integrated and coordinated care and support services to the population served by the CND OHT with a view to achieving the quadruple aim: better health outcomes, better Patient and family and caregiver experience, better provider experience, and better value.

**FOR VALUE RECEIVED**, the Team Members agree as follows:

### **Article 1 – INTERPRETATION**

#### **1.1 Definitions.**

In this Arrangement:

- (a) “Arrangement” means this collaboration arrangement, 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 Arrangement but that are not Team Members.

- (d) “Project” means a collaboration on specific strategies, initiatives, programs, and services as described in this Arrangement.
- (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 Arrangement.
- (g) “CND OHT” means the Cambridge North Dumfries Ontario Health Team, comprised of the Team Members.
- (h) “Patient” means a person accessing health and social services and may include users of the healthcare system such as residents, participants and clients.

## 1.2 **Non-Derogation.**

Nothing in this Arrangement 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 Arrangements.

## **Article 2 – SHARED VISION, GUIDING PRINCIPLES, AND COMMITMENTS**

### 2.1 **Vision.**

The Team Members share the following vision for the CND OHT: Patients, families and caregivers receive integrated care and services from a single team working in coordination across the continuum of health and community services.

### 2.2 **Guiding Principles.**

The Team Members are committed to the following guiding principles for the CND OHT:

#### **Patient Centred**

- Patients and their experience must remain the focal point throughout the development of the OHT.
- All aspects of the OHT should encourage Patient participation and Patient-centredness.

## **Inclusive**

- The OHT must embrace the perspectives of multiple stakeholders.
- Stakeholder voices must be appropriately represented.
- A focus on vulnerable and minority populations should be maintained, to ensure that the OHT supports all Patients.

## **Open Minded and Innovative**

- Be open to change, new ideas and new ways of thinking and to ideas that may be disruptive of the status quo.

## **System Focused**

- The plans developed must reflect system-level thinking, with a focus on the future system.

## **Agile and Iterative**

- Be willing to gather feedback and information throughout the process and adjust approach/thinking accordingly.
- The OHT and the plans developed must be able to respond to significant changes occurring provincially.

### **2.3 Ontario Health Team.**

The CND OHT has been approved as an Ontario Health Team under the *Connecting Care Act, 2019* and, as such, the CND OHT will be the recipient of funding from the Ministry of Health and/or Ontario Health. The Team Members will contribute resources (e.g., funds, people, capital, and facilities) to the shared priorities and accountabilities of the CND OHT as may be agreed, such contributions to be made recognizing different abilities and depth in resources and funding.

### **2.4 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 Steering Committee and its subcommittees and working groups to achieve the benefits of this Arrangement.

(b) Each Team Member will try to eliminate, minimize, or mitigate any conflict between the CND OHT and its other contractual and service obligations and relationships outside of the CND 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 Arrangement or a Collaboration or Project Arrangement, it will promptly notify the Steering Committee and the other Team Members of the nature of the fact or circumstance and its anticipated impact so that the Team Members through the Steering Committee may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

## **2.5 Expansion to Additional Patients, Services and Providers**

Expansion of services will be evidence informed by local community issues, trends, needs assessments, evaluations and satisfaction surveys. The OHT's ability to expand will also be based on capacity, priorities, resources and the agreement of the OHT Steering Committee.

## **2.6 Quality Monitoring and Improvement**

The CND OHT will continue to assess the impact that OHT work has on priority populations, including the identification of performance targets to support ongoing quality monitoring and improvement.

# **Article 3 – GOVERNANCE & DECISION-MAKING**

## **3.1 Steering Committee.**

The composition, mandate, and processes of the Steering Committee are set out in Schedule 1.

## **3.2 Joint Board Committee.**

The composition, mandate, and processes of the Joint Board Committee are set out in Schedule 2.

## **3.3 Operations Committee.**

The composition, mandate, and processes of the Operations Committee as set out in Schedule 3.

### **3.4 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 Steering Committee and appropriate subcommittees and working groups. The PFAC will elect two of its members to serve as voting members of the Steering Committee to act as a liaison and ensure that the voice of those who seek or receive care or services from the CND OHT, or support those seeking or receiving care or services, from the CND OHT, is represented at the Steering Committee. A Patient Declaration of Values for the CND OHT will be established by the Steering Committee in consultation with the PFAC.

### **3.5 Primary and Specialist Care Council.**

The Team Members will support the development of a Primary & Specialist Care Council, which will provide advice directly to the Steering Committee and appropriate subcommittees and working groups. *At least one* member of this Council will serve as a voting member of the Steering Committee to act as a liaison and ensure that the voice of primary and specialist care providers is represented at the Steering Committee.

### **3.6 Decision-Making Framework.**

Decision-making authority and processes will be established by March 31, 2022. These processes will be part of a formal Decision-Making Agreement, developed by the CND OHT Steering Committee, with oversight by the Joint Board Committee.

## **Article 4 – PROJECTS**

### **4.1 Implementation.**

The Team Members shall implement each Project as follows:

- (a) The Steering Committee shall identify one or more initiatives, programs, and/or services as an opportunity for a Project.
- (b) The Steering Committee shall develop a plan for each Project and, in doing so, shall be guided by the shared vision, guiding principles, and commitments of this Agreement and the Project principles and requirements set out in Sections 4.2 and 4.3. Each plan shall set out relevant considerations, terms, and conditions for the specific Project.
- (c) Where appropriate, the Steering Committee 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 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 shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.

(g) 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.

#### **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;

(d) human resource considerations;

(e) reporting and audit compliance requirements;

(f) third-party approvals;

(g) intellectual property;

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

- (i) dispute resolution provisions if Article 7 is 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.

#### **4.3 Costs and Financial Contributions.**

For each Project, costs 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.

### **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 CND OHT, then it shall notify the Steering Committee 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 CND OHT.

Within 21 days of receipt of the notice, the Steering Committee shall assess the impact of the proposed integration on the CND 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 Steering Committee of its objection within 21 days of receipt of the report and the matter will be submitted to the dispute resolution provisions of this Arrangement.

## **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 Steering Committee shall meet and develop a recommendation to the Team Members as to the impact of such integration on this Arrangement, the CND OHT, and each Collaboration, and whether any amendments are required to this Arrangement, a Project or a Project Arrangement. The Team Members shall endeavour to continue this Arrangement and each Collaboration unless any Team Member determines it is not feasible to do so where the essential benefits of this Arrangement or a Project will not be realized by the CND 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 Arrangement.

## **Article 6 – PRIVACY AND CONFIDENTIALITY**

### **6.1 Privacy.**

For the purposes of the CND 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 Arrangement 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 Arrangement.

### **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 requirements. 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 Arrangement. Each Team Member may use the Confidential Information of another Team Member to exercise its rights and protect its interests under this Arrangement 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 Arrangement 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 Arrangement or the CND OHT shall be planned, co-ordinated, and approved by the Operations Committee, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Operations Committee, except where required to do so by applicable laws or governmental or public authority requirements. The spokespersons for the CND OHT shall be such member or members of the Operations Committee as determined by the Operations Committee from time to time.

### **Article 7 – DISPUTE RESOLUTION**

#### **7.1 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 below-mentioned procedures, acting in good faith:

- (a) The Team Members shall use their best efforts to resolve any disputes in a collaborative manner through informal discussion and resolution. To facilitate and encourage this informal process, the Team Members involved in the dispute shall use their best efforts to jointly develop a written statement describing the relevant facts and events and listing options for resolution. If these efforts do not lead to a resolution, any involved Team Member shall refer it to the Steering Committee.

(b) The Steering Committee shall work to resolve the dispute in an amicable and constructive manner. If the Steering Committee members have made reasonable efforts, and the dispute remains unresolved, the Steering Committee shall refer it to the Joint Board Committee.

(c) The Joint Board Committee shall work to resolve the dispute in an amicable and constructive manner. With respect to dispute resolution, there may be various avenues for resolving disputes that can be explored by the Steering Committee before invoking the formal dispute resolution process. If the Joint Board Committee members have made reasonable efforts, and the dispute remains unresolved, the Joint Board Committee 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.

(d) 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 Arrangement, or this Arrangement in accordance Section 8.5 and Section 8.6.

## **Article 8 – TERM, TERMINATION, WITHDRAWAL, AND EXPULSION**

### **8.1 Term.**

This Arrangement shall start on the date of this Arrangement and shall continue indefinitely, unless terminated in accordance with Section 8.2. There will be an annual review of this Arrangement.

### **8.2 Termination of Arrangement.**

The Team Members may only terminate this Arrangement by mutual written Arrangement.

### **8.3 Withdrawal.**

A Team Member may withdraw from this Arrangement by providing at least 90 days’ notice to the other Team Members.

### **8.4 Expulsion.**

A Team Member may be expelled from the CND OHT, and thereby cease to be a party to this Arrangement. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Arrangement or a Project Agreement, no longer agrees to the vision of

the CND OHT, or is disruptive to the consensual governing process at Steering Committee meetings. An expulsion may take place after following these procedures:

- (a) All of the Steering Committee members, other than the member representing the Team Member at issue, must unanimously agree that expulsion is advisable.
- (b) Following such Arrangement, the Steering Committee 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 Steering Committee 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 Steering Committee 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 Steering Committee members referred to in Section 8.4(a), such Steering Committee 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 Arrangement, this Arrangement shall be deemed amended to remove the expelled Team Member as a party.
- (f) Submission to the dispute resolution procedures under this Arrangement shall be a pre-condition to expulsion.

#### **8.5 Withdrawals/Termination of Project Agreement.**

Unless a Project Arrangement provides otherwise: (a) the parties to a Project Agreement may terminate the Project Agreement by mutual written Arrangement, provided that they give at least 90 days' notice to the Steering Committee; and (b) a party to a Project Arrangement may withdraw from the Project Agreement by giving at least 90 days' notice to the Steering Committee 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 Arrangement shall cease to be a party to this Arrangement and shall cease to be a member of the CND OHT.

(b) Termination of, or withdrawal or expulsion from, this Arrangement 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 Arrangement or any other Project or Project Agreement, as the case may be.

(d) A Team Member who withdraws or is expelled from this Arrangement 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 Steering Committee 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 Arrangement is that of independent contractors. This Arrangement 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 Arrangement.

### **9.2 Notices.**

Where in this Arrangement 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 Arrangement.**

With respect to its subject matter, this Arrangement contains the entire understanding of the Team Members and supersedes all previous negotiations, representations, understandings, and

Arrangements, written or oral, between and among the Team Members respecting the subject matter of this Arrangement.

#### 9.4 **Amendment.**

Subject to Section 8.6(a), this Arrangement may be amended only by mutual written Arrangement. 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 Arrangement, the Team Members shall work cooperatively to amend this Arrangement to accommodate the change. A Project Arrangement may be amended in accordance with the provisions of the Project Arrangement without necessitating an Arrangement amendment.

#### 9.5 **Assignment.**

No Team Member may assign its rights or obligations under this Arrangement without the prior written consent of the other Team Members. This Arrangement enures 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 Arrangement 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 Arrangement 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 Arrangement 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 Arrangement 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 Arrangement. Delivery of an executed counterpart of this Arrangement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Arrangement.

#### 9.9 **Governing Law.**

This Project Arrangement 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 Arrangement:

Article 1.2 Non-Derogation

Article 6 Privacy and Confidentiality

Article 8.6 Consequences of Termination, Withdrawal or Expulsion

Article 9.1 Survival

*[The remainder of this page has been intentionally left blank.]*

# **Schedule 1 Terms of Reference of the CND OHT Steering Committee**

Cambridge and North Dumfries Ontario Health Team Members Steering Committee

## **Terms of Reference**

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

### **Purpose**

The purpose of the Cambridge and North Dumfries Ontario Health Team Members Steering Committee is to bring together OHT members at the local level to participate in health system planning and improvement in order to reduce hallway medicine. The CND OHT Steering Committee is responsible and accountable for developing and implementing system transformation initiatives such as digital health strategies and shared/coordinated care planning to provide seamless health care for the residents of Cambridge and North Dumfries.

The CND OHT Steering Committee will form design/working groups that are project specific and align with the Ministry of Health and Long Term Care deliverables for Ontario Health Teams.

### **Guiding Principles**

- The CND OHT Steering Committee will actively seek out input and perspectives of their members, which will include local Patients, caregivers, clinicians, community representatives, and health and social service provider representatives, in order to improve the health of the population
- Building trust and relationships will be fundamental to the work of the CND OHT
- Primary care must be at the centre of all planning and care delivery, with a strong mechanism in place for the Patient voice to be heard
- Leverage existing service delivery organizations, current capacity, shifting of resources and best practices
- Link representation across sectors with joint accountability for attainment of results such as common targets
- Be committed to continuous quality improvement and evaluation

### **Chair**

To be determined by the membership.

### **Membership**

- Executive or clinical leadership from each member organization (18 members)



## **Confidentiality**

The CND OHT Steering Committee will work in a transparent manner, supporting open communication. However, on occasion the OHT Steering Committee may determine that aspects of its deliberations are confidential for a period of time. All members will be expected to respect this confidentiality and will be encouraged to discuss information that can be reported publicly at the end of each meeting. Data provided must not contain any personal information.

## **Conflict of Interest**

Members will be required to declare any pecuniary and non-pecuniary conflict of interest to the CND OHT Steering Committee and refrain from discussions, as appropriate.

## **Overall Roles and Responsibilities**

The role of the OHT Steering Committee is to:

- Develop a joint strategic plan and identify strategic and tactical priorities
- Set, achieve and monitor performance targets
- Develop, implement and provide oversight of an annual operating plan
- Provide management oversight of operational activities based on local health needs and priorities identified in the strategic plan
- Develop OHT Agreements
- Develop criteria and a selection process for a single fund holder
- Manage risk by developing and implementing risk mitigation strategies
- Onboard affiliate organizations to become full OHT members
- Identify opportunities for inclusion of system partners in the CND OHT through ongoing communication and engagement with sector partners
- Provide leadership and monitoring oversight to the design/working groups (e.g., digital health, collaborative Quality Improvement Plans)
- Implement innovative and integrated strategies to address health needs and priorities
- Undertake collaborative care planning and the development of a shared care planning platform across sectors
- Identify opportunities for developing data and information sharing practices
- At least annually, the OHT Steering Committee reports back to a broader network of health and social service affiliates

**General**

Members shall review and assess the adequacy of the terms of reference every year.

## **Schedule 2 Terms of Reference of the CND OHT Joint Board Committee**

Cambridge and North Dumfries Ontario Health Team Joint Board Committee

### **Terms of Reference**

**Date of Last Review:** March 2020

#### **Purpose**

The purpose of the Cambridge and North Dumfries Ontario Health Team Joint Board Committee (JBC) is to provide oversight, advice and direction to the OHT members and the Steering Committee with particular focus on their collective accountabilities. The JBC oversees the development and implementation of system transformation initiatives such as digital health strategies and shared/coordinated care planning in order to provide seamless health care for the residents of Cambridge and North Dumfries.

#### **Chair and Executive Positions**

A chair and vice chair for the JBC shall be selected among the JBC members through a process agreed to by the JBC.

#### **Membership**

The JBC is comprised of the following members:

- 18 representatives, appointed by the board of each OHT member organization
- 2 Patient/family member caregivers, appointed by the JBC
- Clinical representation (TBD)

Member organizations may send a delegate to the meeting. The term for appointment will be one year, renewable by the member organization.

Resource support to the JBC will be provided by one or more of the Executive Directors/ CEOs of the member organizations and staff of the OHT, as determined by the CND OHT Steering Committee.

By simple majority of members present, the JBC may invite guests to attend all or a portion of a meeting. Guests are not entitled to a vote.

#### **Representation**

Members will be expected to represent the interests of the residents of Cambridge and North Dumfries, with an initial focus on complex populations (e.g., addictions, mental health, and seniors).

#### **Meetings**

The JBC shall meet up to ten (10) times per year scheduled by the chair of the JBC in conjunction with the members. For regularly scheduled meetings, an agenda for each board meeting and other documents for consideration will be provided to all directors at least two business days in advance of each meeting. For special meetings of the JBC, best efforts are made to distribute materials to JBC members as far in advance as practicable.

### **Decision Making and Voting**

The JBC shall use a consensus model for decision-making. In the event that a consensus cannot be reached, a formal vote shall be called. A simple majority vote of those OHT members in attendance shall be used to resolve or approve any issue requiring a vote except in those situations that involve programmatic or financial implications where a two-third majority vote is required. Each OHT member shall have one vote.

### **Quorum**

A quorum shall be a majority (50% +1) of committee members.

### **Values**

Collaboration                      Leadership              Effectiveness                      Accountability                      Innovation

### **Confidentiality**

The JBC shall work in a manner that supports open communication and confidentiality. Meetings of the JBC are not open to the public. All members will be expected to respect this confidentiality and will be encouraged to determine information that can be reported publicly at the end of each meeting. Data provided must not contain any personal information (see “Duty” section below).

### **Conflict of Interest**

Members will be required to declare any pecuniary and non-pecuniary conflict of interest to the JBC and refrain from discussions, as appropriate.

### **Duty**

Governors represent their respective organization boards and are appointed to the JBC; consequently, there may be times when governors feel conflicted. Governors have a duty of care owed to the board that appointed them to the JBC. This duty never diminishes. To assist with resolving any concerns regarding duty or conflict, it is expected that the members of the JBC will openly discuss the conflict and develop a path to resolution.

### **Duties and Responsibilities**

The JBC has the following specific duties and responsibilities:

#### **Articulate Member Accountabilities**

Within the first 90 days, the JBC is responsible for:

- i. developing a framework (i.e., a table of contents and key concepts) and developing the corresponding Arrangements for member and affiliate accountabilities for approval by the member organizations that may include:
  - integration principles
  - guiding principles
  - updated/finalized JBC Terms of Reference and the governance structure
  - terms of reference for committees and working groups of the OHT
  - decision making structures for the OHT
  - conflict resolution mechanisms
  - data sharing Arrangements
  - development of supporting governance tools and mechanisms (such as reporting, communication and decision making templates)

### **Undertake Integrated Strategic Planning**

Within the first 6 months, the JBC is responsible for:

- i. overseeing a strategic planning process, approved by the member organizations, that involves member and affiliate organizations and the community
- ii. approving a draft integrated strategic plan for the OHT that includes a vision, mission and goals for approval by the member boards; and
- iii. approving the measures and overseeing the monitoring process for the achievement of the strategic plans and targets

### **Oversee Quality Improvement and System Performance**

The JBC is responsible for:

- i. overseeing the development of an integrated quality improvement plan that ensures that key OHT priorities are formulated that enable the OHT to accomplish its mission and actualize its vision in accordance with the strategic plan
- ii. promoting effective collaboration and engagement among the members, affiliates and the community, particularly as it relates to planning and performance
- iii. overseeing the progress of the integrated quality improvement plan and recommending corrective action as necessary to member and affiliate organizations
- iv. communicating progress on the quality improvement plan and overall system performance to member and affiliate organizations and all stakeholders

### **Create OHT Brand Assets**

Within the first year, the JBC shall:

- i. oversee the development of OHT brand assets including logo, letterhead, website and Patient facing material; and
- ii. use the brand assets to promote the work of the OHT

## **Ensure Ongoing Effectiveness**

The JBC shall:

- i. monitor members' adherence to corporate governance principles and accountabilities
- ii. measure the JBC's own effectiveness and efficiency, including monitoring the effectiveness of individual members and employing a process for JBC's renewal that embraces evaluation and continuous improvement
- iii. ensure ethical behaviour and compliance with laws and regulations, audit and accounting principles and requirements of accreditation organization(s)
- iv. periodically review and revise governance policies, processes and structures as appropriate

## **Ensure Financial Viability**

The JBC shall:

- i. establish key financial objectives that support the OHT's financial needs including, when appropriate, capital allocations and expenditures
- ii. ensure that the OHT undertakes necessary financial planning activities so that resources are allocated effectively and within the parameters of the financial performance indicators
- iii. ensure that optimal utilization of resources is a key focus and that the OHT operates within its resource envelope; and
- iv. recommend for approval by member organizations the operating and capital budgets

## **Ensure Communication**

The JBC shall:

- i. establish key mechanisms for ongoing communication with WWLHIN and Ontario Health
- ii. ensure ongoing and effective communication with all stakeholders – Patients, partners, community residents, service provider organizations, municipal and regional government and others

## **General**

The JBC shall review and assess the adequacy of the terms of reference every year and submit suggested amendments to OHT member organizations for final approval.

# **Schedule 3 Terms of Reference of the CND OHT Operations Committee**

Cambridge and North Dumfries Ontario Health Team Operations Committee

## **Terms of Reference**

**Date of Last Review:** September 2020

### **Purpose**

The OHT Operations Committee will be responsible for coordinating and supporting the Steering Committee, strategic and tactical priorities, plans and performance measures established by the Operations Committee in Year 1. Members have committed to supporting these resources through financial resource sharing and/or secondments. The work of the committee will also align with the values and principles defined for the CND OHT.

### **Chair**

To be determined by the membership.

### **Membership**

- Executive or clinical leadership from the five primary care partners and the hospital:
  - Cambridge Memorial Hospital
  - Grandview Medical Centre Family Health Team
  - Langs Community Health Centre
  - Two Rivers Family Health Team
  - Waterloo Region Nurse Practitioner Led Clinic
  - Delta Coronation FHO
  
- Four members representing organizations that serve the priority population in year one:
  - o Canadian Mental Health Association
  - o Fairview Mennonite Home
  - o Hospice of Waterloo Region
  - o Traverse Independence

Membership is comprised of individuals in leadership positions who have decision making authority and/or can influence the system about transformation.

## **Representation**

Members will be expected to represent the interests of the residents of Cambridge and North Dumfries, with an initial focus on complex populations (e.g., addictions, mental health, and seniors). Membership will be reviewed annually and may be changed to reflect new priority populations and the onboarding of affiliates to members.

## **Meetings**

The CND OHT Operations Committee will meet every two weeks by teleconference or video conference.

## **Accountability**

The CND OHT Operations Committee is accountable to the CND OHT Steering Committee.

## **Decision Making and Voting**

The CND OHT Operations Committee will work on a consensus model. In the event that a consensus cannot be reached, a formal vote may be called. A simple majority vote of those members in attendance will be used to resolve or approve any issue requiring a vote. Each member will have one vote. Other decision making processes may be implemented when it directly impacts a specific sector integral to this process.

## **Quorum**

A quorum shall be 6 of the 10 members.

## **Confidentiality**

The CND OHT Operations Committee will work in a transparent manner, supporting open communication. However, on occasion the OHT Operations Committee may determine that aspects of its deliberations are confidential for a period of time. All members will be expected to respect this confidentiality and will be encouraged to discuss information that can be reported publicly at the end of each meeting. Data provided must not contain any personal information.

## **Conflict of Interest**

Members will be required to declare any pecuniary and non-pecuniary conflict of interest to the CND OHT Operations Committee and refrain from discussions, as appropriate.

## **Overall Roles and Responsibilities**

The role of the Operations Committee is to:

- Provide guidance to the overall CND OHT process and operational planning

- Provide management oversight of operational activities based on local health needs and priorities identified in the strategic and operational plan
- Oversee any staff or external consultants hired to assist the CND OHT
- Liaise with the MOHLTC, Ontario Health, Home and Community Care as needed
- Plan OHT Operations Committee meetings
- Provide input into the agenda for the OHT Joint Board Committee
- Monitor performance targets
- Ensure OHT Arrangements are signed and implemented
- Provide input into the development of criteria and a selection process for a single fund holder
- Ensure alignment of the co-design/working groups with the strategic and operational plan
- Help manage any shared financial resources for the CND OHT

### **General**

Members shall review and assess the adequacy of the terms of reference every year.