**TEMPLATE ONTARIO HEALTH TEAM**

**COLLABORATION AGREEMENT**

This **COLLABORATION AGREEMENT** is made as of , 202 .

**BETWEEN AND AMONG:**

***[INSERT TEAM MEMBERS]***

**BACKGROUND:**

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.

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:

#  ‒ INTERPRETATION

## Definitions.

 In this Agreement:

### “**Agreement**” means this collaboration agreement, and includes all schedules, as amended from time to time.

### “**Confidential Information**” means information of a Team Member that by its nature is confidential and proprietary but does not include information that:

#### was known to or received by the receiving Team Member before its receipt from the disclosing Team Member (unless acquired on a confidential basis), and such knowledge or receipt is documented);

#### was public knowledge at the time received by the receiving Team Member or later became public knowledge through no fault of the receiving Team Member; or

#### was independently developed by a Team Member without reference to the Confidential Information previously disclosed by a Team Member.

### “**Participants**” means those entities that are parties to a Project Agreement but that are not Team Members.

### “**Project**” means a collaboration on specific strategies, initiatives, programs, and services as described in this Agreement.

### “**Project Agreement**” means any agreement executed by the participating Team Members and, where applicable, Participants, that sets out the details about a specific Project.

### “**Team Members**” means the signatories to this Agreement.

### “**X-OHT**” means the X-Ontario Health Team, comprised of the Team Members.

## 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.

#  ‒ SHARED VISION, GUIDING PRINCIPLES, AND COMMITMENTS

## Vision.

 The Team Members share the following vision for the X-OHT: ***[To be developed and inserted by each OHT.]***

## Guiding Principles.

 The Team Members are committed to the following guiding principles for the X-OHT: ***[To be developed and inserted by each OHT.]***

## Values.

 The Team Members endorse the following values for the X-OHT***: [To be developed and inserted by each OHT.]***

## Ontario Health Team.

 It is expected that the X-OHT ***[will be designated]*** as an Ontario Health Team under the *Connecting Care Act, 2019* and, as such, the X-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 X-OHT as may be agreed, such contributions to be made recognizing different abilities and depth in resources and funding. ***[May need modification if OHT has been approved/designated.]***

## Disclosure, Minimizing Conflicts, and Transparency.

### 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.

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

### 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.

# – GOVERNANCE

## Collaboration Council.

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

## Chairs’ Council.

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

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

## Primary *[and Specialist?]* Care Council.

 The Team Members ***[will establish/ support the establishment of/ will recognize once established]*** a Primary ***[and Specialist?]*** Care Council (“**PCC**”), which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. ***[Insert number]*** members of this Council will serve as ***[a]*** voting member***[s]*** of the Collaboration Council to act as a liaison and ensure that the voice of primary ***[and specialist?]*** care providers is represented at the Collaboration Council.

#  ‒ PROJECTS

## Implementation.

 The Team Members shall implement each Project as follows:

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

### The Collaboration Council 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.

### 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.

### 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.

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

### Each Team Member shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.

### 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.

## Project Principles and Requirements.

 Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

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

### specified strategic objectives and performance measures;

### costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs;

### human resource considerations;

### reporting and audit compliance requirements;

### third-party approvals;

### intellectual property;

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

### dispute resolution provisions if Article 7 is not to apply;

### 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

### liability, indemnification, and insurance requirements.

## Costs and Financial Contributions.

 For each Project, costs and financial contributions will be consistent with the following principles:

### allocation of costs are to be guided by principles of equitable allocation;

### 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;

### 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

### financial contributions and methodology of cost allocation will be reviewed annually.

#  – INTEGRATION WITH OTHERS

## 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 X-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:

### name of the entity or entities;

### terms of the proposed integration; and

### assessment of the impact, if any, of the proposed integration on the X-OHT.

Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on the X-OHT and deliver a written report with recommendations to the Team Members. If any Team Member objects to the proposed integration, it shall deliver a notice advising the Collaboration Council of its objection within 21 days of receipt of the report and the matter will be submitted to the dispute resolution provisions of this Agreement.

## 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 X-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 X-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.

#  ‒ PRIVACY AND CONFIDENTIALITY

## Privacy.

###  For the purposes of the X-OHT:

### 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.

### Team Members will enter into a data sharing agreement in respect of sharing personal health information for all other purposes.

## Confidentiality.

 Team Members shall not disclose any Confidential Information of another Team Member to a third party, except:  with written consent of the relevant Team Member;  to the extent that disclosure is necessary to meet applicable laws or governmental or public authority directives or other requirements; or  as permitted under the terms of this Agreement.

## 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.

## Public Notices and Media Releases.

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

#  – DISPUTE RESOLUTION

## 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:

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

### The Collaboration Council shall work to resolve the dispute in an amicable and constructive manner. If the Collaboration Council members have made reasonable efforts, and the dispute remains unresolved, the Collaboration Council shall refer it to the Chairs’ Council.

### The Chairs’ Council shall work to resolve the dispute in an amicable and constructive manner. If the Chairs’ Council members have made reasonable efforts, and the dispute remains unresolved, the Chairs’ Council shall appoint a third-party mediator. Each party to the mediation shall pay its own costs of mediation. The costs of the mediator shall be split equally between the parties in dispute; that is, as an example, if one Team Member (“**First Party**”) is in dispute with all of the other Team Members (“**Second Party**”), then the costs of the mediator shall be split 50 % to the First Party and 50 % to the Second Party.

### 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.

# – TERM, TERMINATION, WITHDRAWAL, AND EXPULSION

## Term.

 This Agreement shall start on the date of this Agreement and shall continue indefinitely, unless terminated in accordance with Section 8.2.

## Termination of Agreement.

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

## Withdrawal.

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

## Expulsion.

 A Team Member may be expelled from the X-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 X-OHT, or is disruptive to the consensual governing process at Collaboration Council meetings. An expulsion may take place after following these procedures:

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

### 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.

### 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.

### 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.

### 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.

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

## Withdrawals/Termination of Project Agreement.

 Unless a Project Agreement provides otherwise:  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  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.

## Consequences of Termination, Withdrawal or Expulsion.

### 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 member of the X-OHT.

### 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.

### 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.

### 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.

#  – GENERAL

## 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.

## 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.

## 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.

## 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.

## Assignment.

 No Team Member may assign its rights or obligations under this Agreement without the prior written consent of the other Team Members*.* This Agreement 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 Agreement without consent in the event of an integration order of the Minister of Health.

## 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.

## 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.

## 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.

## 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.

## Survival.

 The following survive a Team Member’s withdrawal or expulsion from or termination of this Agreement: Sections ***[Review upon completion of Agreement.]***

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

The Team Members have executed this Agreement.

*[****Insert signature lines and addresses of Team Members****]*

1.

TERMS OF REFERENCE FOR THE COLLABORATION COUNCIL

| **Collaboration Council – Terms of Reference** |
| --- |
| Capitalized terms used throughout these Terms of Reference have the meaning given to them in the Agreement to which these Terms of Reference are a Schedule. |
| **Mandate** | The Collaboration Council’s role is to create a forum for the Team Members to plan, design, implement, and oversee the X-OHT. The Collaboration Council’s roles and responsibilities include to:**Planning and Priorities*** + establish an overall strategic plan for the X-OHT and develop an annual work plan consistent with the strategic plan;
	+ identify and measure the priority populations for the X-OHT and the impact of decisions on them;
	+ develop the name and central brand for the X-OHT; and
	+ identify, implement, and oversee Projects and Project Agreements.

**Quality and Risk*** + review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the X-OHT;
	+ identify risk issues and consider risk allocation, mitigation, and corrective actions for X-OHT activities;
	+ develop a complaints and significant event process for issues that impact more than one Team Member;
	+ develop a risk management process for issues that could negatively impact the X-OHT; and
	+ review and approve standards for cyber security risk.

**Resources and Accountability*** + develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the X-OHT and as well as human resources, capital, and facilities and costs related to supporting the work of the X-OHT;
	+ review and collaborate on financial performance, resource allocation and use, best practice, and innovation;
	+ determine membership fees to be paid by the Team Members, if any;
	+ develop clinical and financial accountability standards; and
	+ facilitate and oversee the development of a digital health strategy.

**Engagement and Reporting*** + develop and implement a joint communications strategy, including communication to stakeholders and the community;
	+ engage with and seek input from Team Members; and
	+ report from time to time to Team Members on the work of the Collaboration Council and any subcommittees or working groups.

**Governance and Compliance*** + evaluate and identify areas of improvement in the integrated leadership and governance structure of the X-OHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional team members to the X-OHT, moving towards sectoral representation as appropriate;
	+ 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.
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| **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. |
| **Membership** | Collaboration Council members shall be:* + the chief executive officer or executive director of each Team Member;
	+ ***[insert number]***members of the PFAC, as provided in Section 3.3 of the Agreement; and
	+ ***[insert number]*** members of the PCC, as provided in Section 3.4 of the Agreement.
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| **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 member being replaced.The Collaboration Council, through a majority vote, may require a Team Member, or the PFAC or the PCC, as the case may be, to replace its Collaboration Council member where that member is not acting in accordance with the guiding principles and in pursuit of the shared vision of the X-OHT. The replacement member shall have authority comparable to the member being replaced. |
| **Co-Chairs** | The Collaboration Council shall have two Co-Chairs, who shall be elected annually by a majority vote of the Collaboration Council members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making of the Collaboration Council. |
| **Fund Manager**  | The Collaboration Council will, by majority vote, select a Team Member to be a “Fund Manager” (for a term to be agreed) to, as directed by the Collaboration Council, receive, manage, distribute, and keep accurate accounts of, pooled resources, including funding earmarked for the X-OHT. The Fund Manager will submit financial reports to the Collaboration Council on a monthly basis and retain financial records for at least seven years. |
| **Meetings** | Meetings will be held at a minimum quarterly. Meetings will be held at the call of the acting Co-Chair or of ***[four]*** 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 all members of the Collaboration Council present in person or electronically.If a member is not able to attend, the member may (but is not required to):* + send a designate for that meeting, who shall be included in quorum and may vote, or
	+ consent to the meeting proceeding in the member’s absence by so informing the acting Co-Chair in which case the member shall be deemed to have consented to all business transacted at the meeting for which prior notice was given.

If quorum is not present, the members present may meet for discussion purposes only and no decisions shall be made. |
| **Decisions** | Unless otherwise specified in a decision framework adopted by unanimous agreement of the Collaboration Council, decisions will be made by consensus.Consensus means that each 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 7.1(b) to 7.1(d) of the dispute resolution provisions of the Agreement.The Collaboration Council may, by unanimous approval of the Collaboration Council members, adopt a decision-making framework that identifies types of decisions where a majority vote or other specified percentage is sufficient to bind all Collaboration Council members.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 X-OHT, and the success and sustainability of the X-OHT, above their respective organizations. |
| **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. |
| **Information Sharing** | The Collaboration Council shall develop a protocol for how information is shared with Team Members and their respective boards of directors or governing bodies, the PFAC, the PCC, subcommittees and working groups. |
| **Confidentiality** | The Collaboration Council members shall respect the confidentiality of information received by, and discussions of, the Collaboration Council.Collaboration Council members and members of sub committees or working groups of the Collaboration Council shall each sign an acknowledgement confirming their agreement to respect the confidentiality of information received in their capacity as a member of the Collaboration Council, or one of its subcommittees or working groups, as 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. |
| **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:** ●, 2020

1.

TERMS OF REFERENCE FOR THE CHAIRS’ COUNCIL

| **Chairs’ Council – Terms of Reference** |
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| 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.The primary objective of the Chairs’ Council is to ensure communication and alignment of the Collaboration Council to the work of each Team Members’ board of directors. 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.

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 X-OHT, and the success and sustainability of the X-OHT, above their respective organizations. |
| **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.Consensus means that each 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.The Chairs’ Council may, by unanimous approval of the Chairs’ Council members, adopt a decision-making framework that identifies types of decisions where a majority vote or other specified percentage is sufficient to evidence a decision of the Chairs’ Council. |
| **Membership** | The Chairs’ Council shall consist of the Chair of the Board of each Team Member (or their respective delegate). |
| **Co-Chairs** | The Chairs’ Council shall have two Co-Chairs, who shall be elected by a majority vote of the Chairs’ Council members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making by the Chairs’ Council. |
| **Meetings** | Meetings will be held at least ***[quarterly/semi-annually]*** at the call of the acting Co-Chair or of ***four*** 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. Members may invite other directors from their own organizations to attend meetings ***[upon consent of a majority of the Chairs’ Council members participating in the meeting]***. |
| **Quorum** | Quorum will be a ***[majority]*** of members present in person or electronically*.* |
| **Minutes** | Meeting minutes will document deliberations. 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. |
| **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:** ●, 2020

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