

# Summary of Recommended Changes to the CDMA

Last Updated: February 20th, 2025

Item	Change
Page 2-Listing of CDMA signatories	Home and Community Care Support Services to Ontario Health atHome
Page 5-PCC	Change PCC to PCN-Primary Care Network
Page 6-Definitions—add in PCC	Add “o” definition of Primary Care Council
Page 9 –Governance	Change to Primary Care Network
Page 10-Projects	The WEOHT has developed a Project Agreement Template to comply with this section of CDMA. This template will assist in monitoring future projects where Ontario Health funding request WEOHT input, endorsement and support
Page 14	Change Manager to Executive Director/Lead

\*\*changes to Steering committee composition adds **7 members** in total. New membership total is **26**

Article 7.3 requires us to have these changes approved by Partnership Council (“members of the OHT)

**WINDSOR-ESSEX ONTARIO HEALTH TEAM  
COLLABORATIVE DECISION-MAKING AGREEMENT**

This Collaborative Decision-Making Agreement is made and is first effective as of the Effective Date.

**Between and Among:**

**The Corporation of the City of Windsor**

**The Corporation of the County of Essex**

**Windsor-Essex County Health Unit**

**Erie Shores Healthcare**

**Hôtel-Dieu Grace Healthcare**

**Windsor Regional Hospital**

**Essex-Windsor Emergency Medical Services**

**University of Windsor**

**St. Clair College**

**John McGivney Children's Centre**

**Entité de planification des services de santé en français Érié St. Clair/Sud-Ouest**

**TransForm Shared Service Organization**

**Assisted Living Southwestern Ontario**

**Huron Lodge Long Term Care Home**

**Sun Parlor Long Term Care Home**

**The Amherstburg Family Health Team**

**Essex County Nurse Practitioner Led Clinic**  
**Harrow Health Centre Inc.: A Family Health Team**  
**Lakeshore Community Nurse Practitioner-Led Clinic**  
**Erie Shores Family Health Team**  
**Windsor Essex Community Health Centre**  
**Windsor Family Health Team**  
**Charity House (Windsor) o/a Brentwood Recovery Home**  
**Bulimia Anorexia Nervosa Association**  
**CMHA Windsor-Essex County**  
**Children First in Essex County**  
**Family Services Windsor-Essex**  
**House of Sophrosyne**  
**Maryvale**  
**Mental Health Connections**  
**The United Church Downtown Mission of Windsor Inc.**  
**Alzheimer Society of Windsor and Essex County**  
**Community Support Centre of Essex County**  
**Ontario Health atHome**  
**Family Respite Services Windsor-Essex**  
**The Hospice of Windsor and Essex County**  
**Centres for Seniors**

**Positive Pathways Community Services**

**Saint Elizabeth Health**

**Victorian Order of Nurses for Canada – Ontario Branch**

**WINDSOR-ESSEX ONTARIO HEALTH TEAM COLLABORATIVE DECISION-MAKING AGREEMENT**

**WHEREAS** the above referenced municipalities, hospitals, post-secondary institutions, long term care homes, healthcare providers, and service providers (the "**Team Members**") have formed the Windsor-Essex Ontario Health Team (the "**Health Team**");

**AND WHEREAS** the Team Members, who are signatories to this Collaborative Decision-Making Agreement (the "**Agreement**"), wish to work together to achieve the shared objective of providing a continuum of integrated and coordinated care and support services to the persons to whom they provide healthcare and related services (the "**Shared Objective**");

**AND WHEREAS** the Team Members wish to establish procedures and processes to set out how Team Members will work together and make collaborative decisions to achieve the Shared Objective;

**AND WHEREAS** the Health Team has a Steering Committee comprised of Team Members from each of the sectors of the Health Team;

**AND WHEREAS** the Team Members wish to delegate the making of collaborative decisions to the Steering Committee;

**NOW THEREFORE** in consideration of the mutual covenants and conditions contained herein, the Parties enter into this Agreement on the following terms:

**1.0 ARTICLE 1 - Interpretation**

**1.1 Definitions.** In this Agreement, the following terms have been defined as follows:

- (a) "**Agreement**" means this Collaborative Decision-Making Agreement, and includes any and all Schedules referred to in this Agreement, and includes any amendments that may be made to the Agreement and/or Schedules to the Agreement from time to time;

- (b) "**Business Day**", means any working day, Monday to Friday, excluding statutory holidays observed in the Province of Ontario;
- (c) "**Confidential Information**" means information of Team Members, or any one or combination of Team Members, 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(s) before its receipt from the disclosing Team Member(s) (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(s), or, later became public knowledge through no fault or disclosure of the receiving Team Member(s); and/or
  - (iii) was independently developed by the receiving Team Member(s) without reference to the Confidential Information previously disclosed by any Team Member.
- (d) "**Effective Date**" means the date that all Team Members execute this Agreement;
- (e) "**Health Team**" means the Windsor-Essex Ontario Health Team comprised of the Team Members;
- (f) "**Participants**" means those entities that are parties to a Project Agreement but that are not Team Members;
- (g) "**Partnership Council**" means the members of the Health Team, the composition of which may change from time to time and which term is synonymous with "Team Members".
- (h) "**PCN**" means the Primary Care Network that is to be, or has been, established by the Health Team;
- (i) "**PFAC**" means the Patient/Client, Family, and Caregiver Advisory Council that is to be established by the Health Team;

- (j) **"Project"** means a collaboration on specific strategies, initiatives, programs, and services described in this Agreement;
- (k) **"Project Agreement"** means any agreement executed by participating Team Members, and, where applicable, Participants, that sets out the details about a specific Project;
- (l) **"Shared Objective"** means the shared objective of the Team Members of the Health Team of providing a continuum of integrated and coordinated care and support services to the persons to whom the Team Members provide healthcare and related services;
- (m) **"Steering Committee"** means the members of the Steering Committee of the Health Team that may be appointed to the Steering Committee from time to time by the Team Members; and
- (n) **"Team Members"** means the members of the Health Team, the composition of which may change from time to time.
- (o) **"Primary Care Council"** means the sector representation for primary care providers.

**1.2 Non-Derogation.** Nothing in this Agreement shall derogate from a Team Member's ongoing autonomy or its right to safeguard the quality of healthcare or related services provided by it, or to exercise their respective rights and meet their respective obligations under applicable laws and/or government funding agreements, and/or operations and initiatives unrelated to the Health Team.

## **2.0 ARTICLE 2 – Shared Vision, Guiding Principles, and Commitments**

**2.1 Vision.** The Team Members share the following vision for the Health Team:

***The Windsor-Essex Ontario Health Team is a collective that is committed to collaboratively developing a Windsor-Essex model that builds on our strengths, honours our differences, and recognizes and meets the unique and diverse needs of our community.***

***The Windsor-Essex Ontario Health Team will enable patients, families, community agencies, and healthcare providers to work together in a new way, which over time***

***will develop innovative, locally driven solutions to meet the healthcare needs of our region.***

**2.2 Guiding Principles.** The Team Members are committed to the following guiding principles for the Health Team:

- (a) to plan on behalf of our population and to act in the best interest of the patients, caregivers, and clients we serve;
- (b) to make decisions and take actions to achieve our shared vision and goal of improving health outcomes for the persons we serve;
- (c) to work in collaboration with patients, caregivers, clients, providers, partners, and community members;
- (d) to take a systems approach that emphasizes coordination and integration of care across sectors for the benefit of the persons we serve;
- (e) to celebrate diversity and seek to understand, recognize, support, accommodate, and protect cultural, religious, and other dimensions of diversity;
- (f) to be innovative and find new ways of working together that improve health in our community;
- (g) to strive to be compassionate, inclusive of all partners, and supportive of equality of all voices to support the building of a Health Team that reflects all in our community;
- (h) to pursue a model of distributed leadership that pursues good governance and is represented from each of the Health Team's respective sectors;
- (i) to build trust amongst our Team Members, with our partners, and within our community, by committing to transparency and ensuring ongoing engagement and communication;
- (j) to embed best practices, evidence, and a learning health system approach into everything the Health Team undertakes;
- (k) to be pragmatic and focused on achieving results for the good of the persons we serve;

- (l) to ensure change is managed thoughtfully to assess, mitigate, and monitor risks; and
- (m) to act with integrity and hold ourselves accountable to our commitments.

**2.3 Values.** The Team Members endorse the following values for the Health Team:

- (a) Respect and Dignity;
- (b) Empathy and Compassion;
- (c) Accountability;
- (d) Transparency; and
- (e) Equity and Engagement.

**2.4 Ontario Health Team.** The Health Team is designated as an Ontario Health Team under the *Connecting Care Act, 2019*, and, as such, the Health Team is the recipient of funding from the Ministry of Health and/or Ontario Health. Each of the Team Members may (subject to approval by their respective Boards of Directors/Councils, if required) contribute resources in the form of funds, people, capital, and/or facilities to the shared priorities of the Health Team, with such contributions to be made recognizing different abilities and depth in resources and funding.

**2.5 Disclosure, Minimizing Conflicts, and Transparency.** The Team Members agree that they will:

- (a) engage in ongoing communication and disclosure and shall provide information to each other, to the extent permitted by law, to achieve the benefits of this Agreement;
- (b) will try to eliminate, minimize, and/or mitigate any conflict between its obligations and relationships outside the Health Team with its obligations within the Health Team;
- (c) upon becoming aware of any fact or circumstance that may harm the Health Team or another Team Member's ability to perform its obligations under this Agreement, it will promptly notify the Steering Committee of the nature of the fact or circumstance and its anticipated impact so that the Steering Committee, along with any affected Team

Member(s), may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

### **3.0 ARTICLE 3 - Governance**

**3.1 Steering Committee.** The Team Members establish the Steering Committee as the collaborative decision-making body of the Health Team. The composition, mandate, and processes of the Steering Committee are set out in **Schedule "A"** attached to this Agreement.

**3.2 Patient/Client, Family, and Caregiver Involvement.** The Health Team shall establish a Patient/Client, Family, and Caregiver Advisory Council ("**PFAC**") at such time as the Steering Committee determines that it is appropriate to establish same. PFAC shall provide advice to the Health Team and will represent those seeking care or supporting those seeking care in the community and will represent the diversity of the Windsor-Essex region. The Ministry's Patient and Family Declaration of Values, a copy of which is attached to this Agreement as **Schedule "B"** shall be and is adopted by the Health Team.

**3.3 Primary Care Network.** The Health Team shall establish a Primary Care Network ("**PCN**") at such time as the Steering Committee determines that it is appropriate to establish same. The PCN shall provide advice to the Health Team with a focus on building clinical integration across the continuum of care. The PCN shall have representation from primary care physicians, specialists, nurse practitioners, physician assistants, team-based primary care administrators/Executive Directors and such other representatives as the Steering Committee may deem appropriate from time to time.

**3.4 Other Committees.** The Health Team, through its Steering Committee, may establish such further and other committees, subcommittees, and/or working groups as it may deem necessary and expedient from time to time.

### **4.0 ARTICLE 4 – Projects**

**4.1 Implementation.** Any Project of the Health Team shall be implemented as follows:

- (a) The Steering Committee may identify one or more initiatives, programs, and/or services as an opportunity for a Project;
- (b) The Steering Committee shall delegate that authority to a

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subcommittee, and which plan shall be 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 Steering Committee, or a subcommittee tasked with a specific Project by the Steering Committee, shall develop a Project Agreement consistent with the plan developed for it, setting out the details of the Project, and including clear and transparent accountability measures. Unless a specific Project Agreement is implemented, this Agreement shall govern each Project, and no Project Agreement shall conflict with any term of this Agreement;
- (d) Before participating in any Project, each Team Member (and any other Participant) that wishes to participate shall ensure that its participation complies with any and all applicable laws, industry and professional standards, and its own policies, and that it has the necessary approval from its Board of Directors (if required);
- (e) Where appropriate, participating Team Members (and any other Participants) shall execute a Project Agreement in accordance with their own delegation of authority; and
- (f) Each Team Member (and any other Participant) participating in a Project shall maintain its own separate corporate governance structures throughout each Project, and shall retain all of its own books and records with respect to its participation in the Project in accordance with its own record retention policies and shall make them open to examination and copying by the other Team Members. All documents related to each Project shall be accessible to the other participating Team Members (and any other Participant) as required to enable them to meet any of their respective reporting requirements.

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

- (a) the scope of services to be provided by each Team Member (and any other Participant) and their respective accountabilities and responsibilities;
- (b) the specified strategic objectives and performance measures;
- (c) the costs and financial matters specific to the Project,

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including: budget, transfers of funds, payment terms, tax issues, set-offs, and cost allocations;

- (d) the in-kind resource contributions;
- (e) the human resource considerations;
- (f) the reporting and audit compliance requirements;
- (g) the third-party approvals that may be required;
- (h) any intellectual property considerations;
- (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) the term, and clauses related to termination, withdrawal, and expulsion from the Project, and any consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of participation in the Project or termination of the Project; and
- (m) the liability, indemnification, and insurance requirements.

### **5.0 ARTICLE 5 –Integration with Others**

**5.1 Voluntary Integration with Others.** If a Team Member is contemplating an integration of services with another entity that will have a significant impact on its ability to meet its obligation to the Health Team pursuant to the terms of this Agreement, then it shall notify the Steering Committee forthwith in writing, and in any event, not less than 90 days before the completion of such integration, with such written notice to include at least the following:

- (a) the name of the entity or entities the Team Member is being integrated with;
- (b) the terms of the proposed integration; and
- (c) an assessment of the impact, if any, of the proposed integration on the Health Team.

Within 21 days of receipt of the notice, the Steering Committee shall assess the impact of the proposed integration on the Health Team and deliver a written report with recommendations to the Team Member that provided the notice. The Team Member shall have the obligation to work towards an integration (where feasible) that continues to meet the Team Member's obligations to the Health Team.

**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 of the Health Team with each other or one or more third parties. Should this occur, the Steering Committee shall meet forthwith and develop a recommendation to the Team Members as to the impact of such integration on the Health Team, this Agreement, and each Project, and whether any amendments are required to this Agreement, a Project, and/or a Project Agreement to address the impacts of such integration. Despite such integration, the Team Members impacted shall endeavour to continue to meet their respective obligations under this Agreement and each Project in which they are involved, unless any Team Member(s) determines it is not feasible to do so. If any Team Member makes this determination and any other Team Member does not agree, the matter will be resolved by use of the dispute resolution provisions of this Agreement.

## **6.0 ARTICLE 6 – Privacy and Confidentiality**

**6.1 Privacy.** For the purposes of the Health Team:

- (a) The Team Members shall share personal health information with one another for the purpose 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 which it is involved in respect of sharing personal health information for all other purposes; and

- (c) Each Team Member shall be responsible for responding to any allegation that it has not complied with its obligations with respect to the sharing of personal health information, and it shall not seek indemnification from the Health Team or any other Team Member.

**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 otherwise permitted under the terms of this Agreement

**6.3 Loss or Compromise of Confidentiality.** Should a Team Member discover any loss or compromise of Confidential Information of another Team Member, it will notify the Team Member forthwith of same and shall cooperate with the affected Team Member mitigate the loss or compromise. Upon request, each Team Member shall return or destroy all Confidential Information of the relevant Team Member that it is not required to retain to satisfy its own obligatory reporting requirements. For greater certainty the provisions of this Section apply to Confidential Information of another Team Member, with any loss or compromise of personal health information continuing to be covered by and handled in accordance with the laws and legal requirements that apply to each respective Team Member and in accordance with any data sharing agreement entered into between and/or among the Team Members.

**6.4 Use of Confidential Information.** Notwithstanding the provisions of this Article 6, each Team Member may use the Confidential Information of another Team Member to assist in meeting its obligations under this Agreement, to protect its interests under this Agreement, and in such other manner as may be required by any applicable law.

**6.5 Public Notices and Media Releases.** All notices to third parties and all other publicity concerning this Agreement specifically or the Health Team in general shall be planned, coordinated, and approved by the Steering Committee, and no Team Member(s)

shall act in this regard without the prior approval of the Health Team through its Steering Committee, unless required to do so by applicable laws or governmental requirements. The spokesperson(s) of the Health Team shall be such member(s) as may be selected by the Steering Committee from time to time.

## **7.0 ARTICLE 7 – Decision-Making**

- 7.1 Decision-Making.** The Team Members hereby delegate the authority to make decisions for the Health Team to the Steering Committee. The Steering Committee is comprised of representation from all Health Team sectors and is subject to the mandate and processes described at **Schedule "A"** appended hereto, with a basic majority of the members of the Steering Committee being sufficient to make any decision related to the Health Team.
- 7.2 Further Delegation of Authority.** The Steering Committee may, at a time it deems appropriate, appoint an Executive Lead or Executive Director for the Health Team, and may delegate such authority from the Steering Committee to the Executive Director/Lead as may be deemed appropriate by the Steering Committee from time to time.
- 7.3 Composition of the Steering Committee.** The Team Members hereby acknowledge and agree that the composition of the Steering Committee reflects each of the sectors that comprise the Health Team. Should changes to the composition of the Steering Committee be required, the changes will be commenced by the Steering Committee itself, but shall require input from all Team Members, and approval of a majority of the Team Members prior to any changes to the composition of the Steering Committee being implemented.
- 7.4 Dispute Resolution.** The Team Members agree to be bound by the following terms related to resolution of disputes:
- (a) The Team Members shall use best efforts to resolve any disputes that may arise in a collaborative manner through informal discussions and attempts to work out a resolution that aligns with the vision and principles enunciated in this Agreement;
  - (b) Should the Team Members be unable to resolve the dispute in accordance with 7.4(a) above, the Team Members shall continue to engage in an open and constructive dialogue

with the assistance of a Team Member designated by the Steering Committee, or, where required, the assistance of an external facilitator;

- (c) Should the Steering Committee be unable to resolve the dispute in an amicable fashion in accordance with the provisions of 7.4(b) above, the Steering Committee shall present the dispute to all Team Members with a proposed resolution to be voted on, with a simple majority of votes in favour of the proposed resolution being sufficient for the resolution to be accepted and implemented;
- (d) Should the dispute be resolved in accordance with (c) above, all Parties to the dispute shall respect the decision and all Team Members will work together to implement the resolution in the best interests of the Health Team;
- (e) Should a dispute not be able to be resolved in accordance with (c) above, no litigation of any kind will be commenced by any of the affected Team Members, and it will be up to each individual Team Member to either continue to work towards resolving the matter using best efforts or to withdraw from the applicable Project and/or from the Health Team in accordance with the provisions of Article 8 below.

## **8.0 ARTICLE 8 – Term, Termination, Withdrawal, and Expulsion**

**8.1 Term.** This Agreement shall commence on the date of this Agreement and shall continue indefinitely, unless terminated in accordance with Section 8.2 below. The Steering Committee shall review the Agreement and consider whether amendments should be recommended to the Team Members of the Health Team at the conclusion of each fiscal year, with the goal of supporting continuous improvement and development of the Health Team, including financial and organizational integrations.

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

**8.3 Withdrawal.** A Team Member may withdraw from the Agreement by providing at least 90 days written notice to the Steering Committee.

**8.4 Expulsion.** A Team Member may be expelled from the Health Team, at which time it will immediately cease to be a Party to this Agreement and a Team Member in any and all Projects in which it is involved. Reasons for expulsion include, but are not limited to, a Team Member not meeting its commitments under this Agreement or a Project Agreement, and/or a Team Member being disruptive to the consensual governing process at either Steering Committee or Partnership Committee meetings. However, an expulsion may only take place after following these procedures:

- (a) All members of the Steering Committee (except for the Team Member being considered for expulsion if it is a member of the Steering Committee) must agree unanimously that an expulsion is warranted and advisable;
- (b) Following such unanimous agreement as referenced in 8.4(a) above, the Steering Committee shall notify the Team Member in writing that the Steering Committee intends to expel the Team Member and provide the reasons for said intended expulsion;
- (c) The Team Member shall be provided with (1) an opportunity to respond to the intended expulsion and the reasons for same and (2) if deemed appropriate by the Steering Committee in its sole and absolute discretion, be provided with an opportunity to rectify the issue(s) that gave rise to the decision to expel the Team Member;
- (d) The timelines within which a Team Member may respond to the notice of intended expulsion and the time within which a Team Member may be permitted to rectify issue(s) is in the sole and absolute discretion of the Steering Committee to set in writing when notifying the Team Member of the intended expulsion;
- (e) Immediately following the expiry of any timelines set by the Steering Committee, the Steering Committee (except for the Team Member being considered for expulsion if it is a member of the Steering Committee) shall meet and must agree unanimously that the Team Member is to be expelled; and
- (f) Following the final decision of the Steering Committee to expel, the affected Team Member may invoke the dispute resolution provisions of this Agreement found at Section 7.4

above, but the affected Team Member shall have no further recourse in relation to decision of the Steering Committee to expel the Team Member.

**8.5 Withdrawals/Termination of Project Agreement(s).** Unless a Project Agreement provides otherwise:

- (a) the Parties to a Project Agreement may terminate the Project Agreement by mutual unanimous consent, provided that they provide at least 90 days written notice of said decision to the Steering Committee prior to terminating the Project; and
- (b) a Party to a Project Agreement may unilaterally withdraw from the Project Agreement by giving at least 90 days written notice to the other Parties to the Project Agreement and the Steering Committee.

**8.6 Consequences of Termination, Withdrawal, or Expulsion.**

The Team Members agree to be bound by the following terms regarding the consequences of termination, withdrawal, or expulsion from this Agreement:

- (a) A Team Member who withdraws or is expelled from this Agreement shall immediately cease to be a Party to this Agreement and shall immediately cease to be a Team Member in the Health Team;
- (b) Termination of this Agreement, or withdrawal or expulsion of a Team Member from being a Party to this Agreement, shall not automatically constitute termination of a Project and any related Project Agreement, or withdrawal or expulsion from a Project and any related Project Agreement (unless the specific terms of a Project Agreement provide otherwise), and the obligations of a Team Member in relation to a Project and any related Project Agreement shall continue despite termination, withdrawal, or expulsion from being a Party to this Agreement;
- (c) Withdrawal from or termination of a Project and any related 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) Notwithstanding termination, withdrawal, or expulsion of a Team Member to this Agreement or from a Project and any related Project Agreement, does not release the Team Member from its commitments and obligations under the terms of this Agreement or from any Project and any related Project Agreement, and does not release the Team Member from any actions or omissions of the Team Member for which it may be liable prior to the effective date of the termination, withdrawal, or expulsion; and
- (e) At the time a Team Member withdraws from or is expelled from this Agreement or from a Project and any related Project Agreement, the Team Member shall work with the Steering Committee to develop a strategy to transition that Team Member's obligation under this Agreement or under a Project and any related Project Agreement to other Team Members of the Health Team.

## **9.0 ARTICLE 9 - General**

- 9.1 Independent Contractors.** The relationship between the Team Members under this Agreement is that of independent contractors, and this Agreement is not intended to create, and does not 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, express or implied, on another Team Member's 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 solely responsible and liable for its own employees, agents, and subcontractors, unless otherwise expressly agreed to in a Project Agreement.
- 9.2 Notices.** Where in this Agreement a Team Member must give or make any notice or communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the intended Team Member at its last known address, e-mail address, or facsimile number.
- 9.3 Entire Agreement.** Unless otherwise agreed to in writing by the Parties, this Agreement constitutes the entire agreement and supersedes any other understanding or agreement, written or verbal, existing between the Parties regarding the subject matter of this Agreement.

- 9.4 Amendment.** This Agreement may only be amended by mutual written agreement by all of the Team Members who remain Parties to the Agreement at the time of any amendment.
- 9.5 Assignment.** No Team Member may assign its rights or obligations under this Agreement or any integration contemplated in accordance with the provisions of the *Connecting Care Act*, without the prior written consent of the Steering Committee. Notwithstanding the foregoing, but subject to Section 5.2 above, a Team Member may assign this Agreement without consent in the event of an integration ordered by 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(s) entitled to grant the waiver.
- 9.7 Severability.** Should any provision of this Agreement be deemed null and void for any reason, same shall be struck from the Agreement and the balance of the Agreement shall remain in full force and effect.
- 9.8 Binding.** This Agreement shall ensure to the benefit of, and be binding upon the Parties and their respective successors, administrators, and assigns.
- 9.9 Governing Law.** This Agreement shall be governed by, interpreted, and enforced (if necessary) in accordance with the applicable laws of the Province of Ontario and Canada.
- 9.10 Survival.** Notwithstanding the termination of this Agreement, or the withdrawal or expulsion of a Team Member from being a Party to this Agreement, the following survive any such termination, withdrawal, or expulsion: Sections 2.4, 6.1, 6.2, 6.3, and 8.6.
- 9.11 Counterparts.** This Agreement may be executed in counterparts, each of which together shall constitute the entire fully executed Agreement.
- 9.12 Electronic Execution.** This Agreement may be executed electronically, and the signature affixed electronically shall be deemed to be an original signature for all purposes.

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**SCHEDULE "A"**

**STEERING COMMITTEE – TERMS OF REFERENCE**

<p>Mandate</p>	<p>The Team Members expressly recognize that the number of Team Members that comprise the Health Team is too large to make decision making by all members of the Health Team practical or expedient. As such, the Team Members have expressly agreed to delegate decision making authority to the Steering Committee, with the roles and responsibilities of the Steering Committee including:</p> <p><b>1. Planning and Priorities</b></p> <ul style="list-style-type: none"> <li>1.1 establish an overall strategic plan for the Health Team and develop an annual work plan consistent with the Strategic Plan;</li> <li>1.2 identify and measure the priority populations of the Health Team;</li> <li>1.3 facilitate and oversee the development of a healthcare strategy for the priority populations;</li> <li>1.4 develop the Health Team's name recognition and brand; and</li> <li>1.5 identify, implement, and monitor Projects.</li> </ul> <p><b>2. Quality and Risk</b></p> <ul style="list-style-type: none"> <li>2.1 review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the Health Team;</li> <li>2.2 identify risk issues and consider risk allocation, mitigation, and corrective actions for Health Team activities;</li> <li>2.3 develop and implement a complaints and significant event process for issues that impact more than one Team Member;</li> </ul>
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	<p>2.4 develop a risk management process for issues that could negatively impact the Health Team;</p> <p>2.5 develop patient, family, and provider surveys and other quality tools; and</p> <p>2.6 develop a quality and safety framework.</p> <p><b>3. Resources and Accountability</b></p> <p>3.1 develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the Health Team as well as human resources, capital, and facilities and costs related to supporting the work of the Health Team;</p> <p>3.2 review and collaborate on accounting and financial performance;</p> <p>3.3 develop clinical and financial accountability standards; and</p> <p>3.4 develop a strategic physician services partnership.</p> <p><b>4. Engagement and Reporting</b></p> <p>4.1 develop and implement a joint communications strategy, including communication to stakeholders and the community;</p> <p>4.2 engage with and seek input from Team Members, Participants, and potential Participants;</p> <p>4.3 ensure engagement at a board to board level among Team Members; and</p> <p>4.4 report from time to time to Team Members on the work of the Steering Committee and any subcommittees and/or working groups of the Steering Committee.</p> <p><b>5. Academic Strategy</b></p> <p>5.1 Develop an academic strategy for education and training; and</p>
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	<p>5.2 develop and academic strategy for research and innovation.</p> <p><b>6. Evaluation and Performance</b></p> <p>6.1 develop an evaluation and performance strategy; and</p> <p>6.2 connect with government agencies to measure performance against the strategic plan and annual operating plans</p> <p><b>7. Decision Making and Compliance</b></p> <p>7.1 evaluate and identify areas of improvement in the integrated leadership and decision making structure of the Health Team on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the Health Team;</p> <p>7.2 discuss compliance with, and necessary amendments, if any to the Collaborative Decision-Making Agreement and to these Terms of Reference;</p> <p>7.3 facilitate dispute resolution;</p> <p>7.4 ensure compliance with ongoing reporting requirements; and</p> <p>7.5 ensure decisions and corresponding actions are focused on the priority populations served by the Health Team.</p>
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –  
Terms of Reference

Membership	<p>The Steering Committee shall be comprised of the following number of voting members from each of the various sectors, advisory groups, and specific entities associated with the Health Team:</p> <ol style="list-style-type: none"><li>1. Three (3) members from the Community Service Organizations Sector;</li><li>2. Three (3) members from the Hospital Sector;</li><li>3. Two (2) members from the Long-Term Care Sector;</li><li>4. Three (3) members from the Primary Care Sector;</li><li>5. Three (3) members from the Mental Health and Addictions Sector;</li><li>6. Three (3) members from the Community Care Support Services Sector;</li><li>7. One (1) representative from Ontario Health atHome;</li><li>8. One (1) representative the Windsor Essex County Health Unit;</li><li>9. One (1) representative from Essex-Windsor Emergency Medical Services;</li><li>10. Three (3) representatives from the Patient and Family Advisory Council; and</li><li>11. Three (3) representatives from the Primary Care Council.</li></ol>
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –  
Terms of Reference

<p>Subcommittees and Working Groups</p>	<p>The Steering Committee may establish one or more subcommittees and/or working groups, as the Steering Committee may deem necessary and expedient from time to time, to assist in fulfilling the role of the Steering Committee.</p> <p>The Steering Committee in collaboration with the sector groups shall determine the mandate and composition of any such subcommittee and/or working group, and shall draft a separate Terms of Reference for each subcommittee and/or working group.</p>
<p>Membership of Steering Committee</p>	<p>The initial membership of the Steering Committee has been agreed to by the Team Members of the Health Team as of the date of execution of the Collaborative Decision-Making Agreement.</p> <p>In recognition for the desire of the Team Members to have each sector that comprises the Health Team adequately represented on the Steering Committee, should a member of the Steering Committee be unable or unwilling to fulfill its role on the</p>

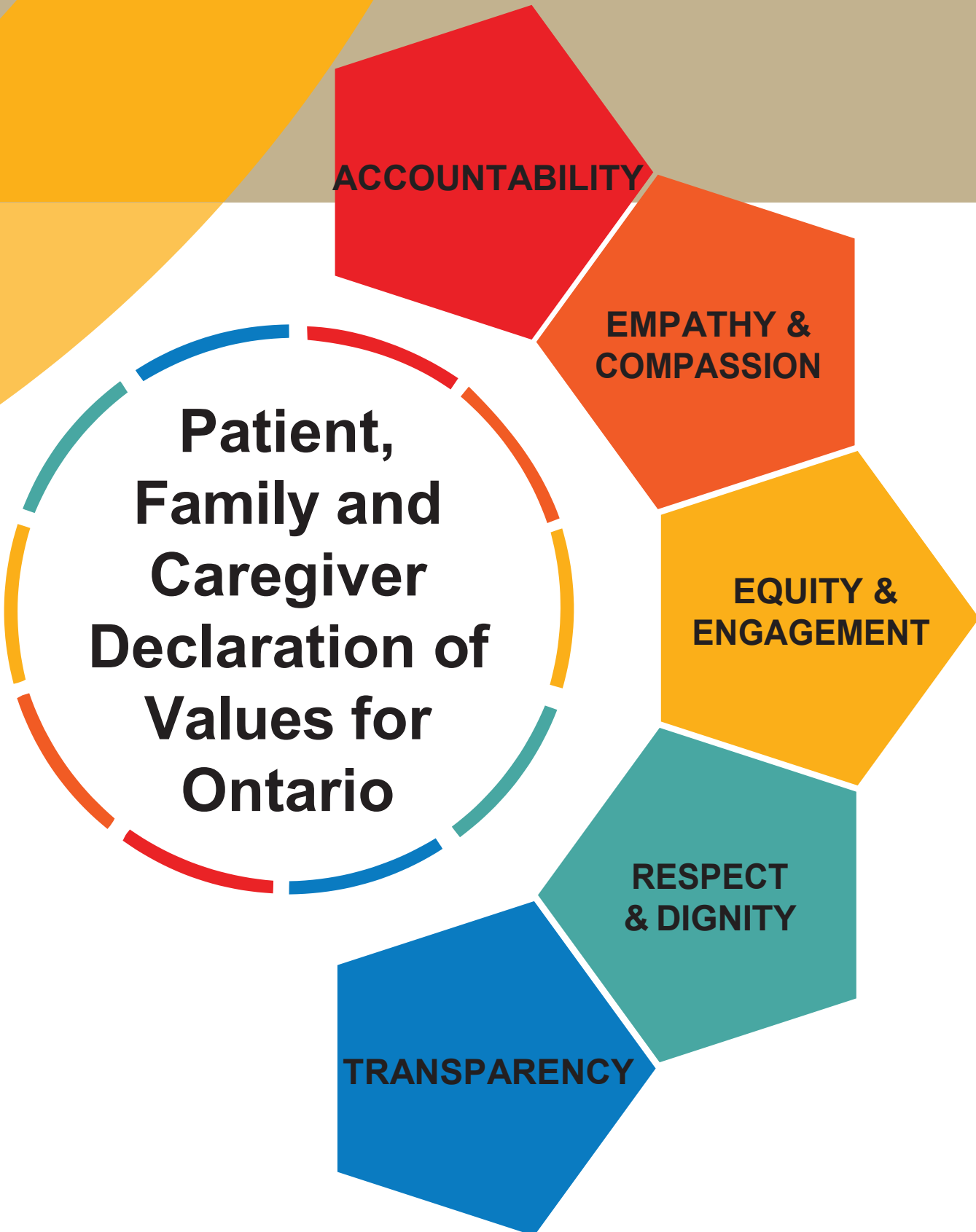
Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –  
 Terms of Reference

	<p>Steering Committee, the affected sector group will nominate a replacement team member from the affected sector. The Steering Committee shall confirm the removal of the former Team Member and the appointment of the new Team Member from the Steering Committee at its next formal meeting following the affected sector group advising the Steering Committee of the required removal and appointment of a Team Member from the affected sector.</p>
Chair	<p>The Steering Committee shall bi-annually appoint two (2) co-Chairs of the Steering Committee from among the Team Members that serve on the Steering Committee.</p>
Fund Manager	<p>The Steering Committee shall, by a simple majority vote, select a Team Member to be a "Fund Manager" (on such terms to be agreed to between the Steering Committee and the Fund Manager) to receive, manage, distribute, and keep accurate accounts of pooled resources, including, but not limited to, funds earmarked for the Health Team.</p> <p>The Fund Manager shall submit financial reports to the Steering Committee on a quarterly basis and shall retain financial records for a period of at least 7 years.</p>
Meetings	<p>Meetings shall be held at least once per quarter, with the Chair otherwise determining the frequency of meetings and the procedures related to meetings of the Steering Committee.</p>
Quorum	<p>Quorum shall be a simple majority of voting members of the Steering Committee (i.e. 50% + 1).</p> <p>If the designated representative of a Team Member cannot attend a meeting, the designated representative may send an alternate representative from the Team Member for the purpose of that meeting, provided the Chair is advised of the alternate member's attendance in advance of the meeting. An alternate shall be included in quorum and may vote.</p>
Decisions	<p>The Steering Committee shall make best efforts to reach all decisions by way of consensus, with consensus meaning that each member is prepared to support the decision, or, if</p>

Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –  
Terms of Reference

	<p>applicable, recommend the decision to the Board of Directors of their respective organizations for approval.</p> <p>If consensus cannot be reached, decisions shall be made by a simple majority vote of the Steering Committee.</p>
Minutes	<p>Minutes of the meetings of the Steering Committee shall document deliberations and recommendations/decisions made, and shall be made available to all Team Members, PFAC, and PCC.</p>
Information Sharing	<p>The Steering Committee shall develop a protocol for how information is shared with Team Members and their respective Boards of Directors or governing bodies, PFAC, PCC, subcommittees, and working groups.</p>
Policies	<p>The Steering Committee may adopt such policies, protocols, and procedures it deems necessary and expedient to support the work of the Steering Committee and advance the goals of the Health Team.</p>
Review and Amendment	<p>These Terms of Reference shall be reviewed annually by the Steering Committee and may be amended upon (1) the recommendation of an amendment by the Steering Committee and (2) agreement by a simple majority of the Partnership Council.</p>

**SCHEDULE "B"**



# Patient, Family and Caregiver Declaration of Values for Ontario

## ACCOUNTABILITY

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

## EMPATHY & COMPASSION

- ◆ We expect that health care providers will act with empathy, kindness and compassion.
- ◆ We expect individualized care plans that acknowledge our unique physical, mental, emotional, cultural and spiritual needs.
- ◆ We expect that we will be treated in a manner free from stigma, assumptions, bias and blame.
- ◆ 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.

## EQUITY & ENGAGEMENT

- ◆ We expect equal and fair access to the health care system and services for all regardless of ability, race, ethnicity, language, background, place of origin, gender identity, sexual orientation, age, religion, socioeconomic status, education or location within Ontario. We further expect equal and fair access to health care services for people with disabilities and those who have historically faced stigmatization.
- ◆ 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.
- ◆ We expect an awareness of and efforts to eliminate systemic racism and discrimination, including identification and removal of systemic barriers that contribute to inequitable health care outcomes (with particular attention to those most adversely impacted by systemic racism).

## RESPECT & DIGNITY

- ◆ We expect that our individual identity, beliefs, history, culture and ability will be respected in our care.
- ◆ We expect health care providers will introduce themselves and identify their role in our care.
- ◆ 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.
- ◆ We expect that patients, families and caregivers be treated with respect and considered valuable partners on the care team.
- ◆ We expect that our personal health information belongs to us, and that it remain private, respected and protected.

## TRANSPARENCY

- ◆ We expect that we will be proactively and meaningfully involved in conversations about our care, considering options for our care, and decisions about our care.
- ◆ We expect that our health records will be accurate, complete, available and accessible across the provincial health system at our request.
- ◆ We expect a transparent, clear and fair process to express a complaint, concern, or compliment about our care that does not impact the quality of the care we receive.

Updated: July 2021

**Note:** The purpose of this Patient, Family and Caregiver Declaration of Values, drafted by the Minister's Patient and Family Advisory Council in consultation with Ontarians, is to articulate patient, family and caregiver 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, families 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.

Ontario

