Collaboration Decision Making Agreement

Downtown East Toronto Ontario Health Team Members

This **COLLABORATION AGREEMENT** is effective **October 31, 2022**

BETWEEN:

AIDS Committee of Toronto

and

Casey House

and

Community Advisory Council

and

Cota Health

and

Covenant House

and

Downtown East Toronto Family Practice Network

and

Dixon Hall

and

Family Services Toronto

and

Fife House

and

Fred Victor

and

Gerstein Crisis Centre

and

Inner City FHT

and

Inner City Health Associates

and

Les Centres d'Accueil Heritage

and

LOFT Community Services

and

PACE Independent Living

and

Progress Place

and

Regent Park CHC

and

Sherbourne Health

and

Sound Times

and

South Riverdale CHC

and

St Michael's Homes

and

St Michael's Hospital Academic FHT

and

St. Jude Community Homes

and

Street Haven at the Crossroads

and

Street Health

and

The Neighbourhood Group

and

The Salvation Army, Toronto

and

Toronto HIV/AIDS Network (TNH)

and

Toronto People With AIDS Foundation

and

Unity Health Toronto, St Michael's Hospital

and

VHA Home HealthCare

and

Women's Health in Women's Hands CHC

and

Woodgreen

and

Yonge Street Mission

BACKGROUND

1. The Team Members have been designated as an Ontario Health Team by the Minister of Health under the *Connecting Care Act, 2019*, to be known as the Downtown East Toronto Ontario Health Team **("DET OHT"**). They commit to work together to achieve their shared vision of providing a continuum of integrated health care and support services to the persons to whom they provide care and services.

2. This Agreement governs how the Team Members will work together as an Ontario Health Team.

3. Team Members are committing to ongoing discussions to update and further develop this Agreement as the DET OHT evolves.

FOR VALUE RECEIVED, the Team Members agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 **Definitions**. In this Agreement:

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

(b) "**CAC**" means the Community Advisory Council as described in Article 3.3

(c) "**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.

(d) "**Core Group**" means the group of Team Members described in Article 3.2, selected according to Article 4 and Schedule B of this Agreement, with the role and purposes set out in Article 4.2.

(e) "**Data Sharing Agreement"** means an agreement as approved by the Core Group for use by DET OHT working groups, or other Team Members, in accordance with Schedule E.

(f) "**DET OHT**" means the Downtown East Toronto Ontario Health Team.

(g) "**FPN**" means the Family Physician Network as described in Article 3.4.

(h) **"Fund Holder"** has the meaning assigned in Article 6.4.

(i) "**Operations Team**" means the group of individuals who provide support for executing the work of the DET OHT.

(j) **"Personal Health Information"** has the meaning assigned to it in the Personal Health Information and Protection Act.

(k) **"Project"** means a project of the DET OHT as described in Schedule E and enacted in accordance with the processes described in Schedule E.

(l) **"Project Agreement"** means an agreement as approved by the Core Group for use by DET OHT working groups, or other Team Members, in accordance with Schedule E.

(m) "**Team Members**" means the organizations, networks and councils which are signatories to this Agreement.

1.2 **Non-Derogation**. Nothing in this Agreement shall derogate from a Team Member's ongoing autonomy of its board of directors or its contractual obligations to provide any particular type, or scope, or manner of delivery, of services in accordance with its mission and values, or to safeguard the quality of care and support provided by it, or to exercise its respective rights and meet its respective responsibilities under applicable laws, legislation, regulations, and Service Accountability Agreements or any government funding agreements. Nothing in this Agreement shall require Team Members to provide a service or to perform a service or shall interfere with clients' access to all health care and support services available in the community, whether through the DET OHT or otherwise.

ARTICLE 2 – VISION AND PRINCIPLES

2.1 **Vision.** Our vision is to provide our community with seamless access to inclusive, high quality, and responsive care through one connected system of diverse providers and community members who enthusiastically embody holistic approaches to improving population and individual health and well-being.

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

a) **Client and Family Centered Care**: Patients, families, caregivers and the communities we serve are at the forefront of our decisions. Our Patient Client Caregiver Declaration of Values underlines this commitment and serves as the foundation for the services we provide.
b) **Health Equity**: Health Equity and a population health management approach are embedded in all aspects of our work in order to prioritize support to individuals and communities who are most in need of our services.
c) **Diversity, Equity and Inclusion:** We recognize and acknowledge inequity and are intentional to ensure that our policies, objectives and initiatives are built on the principles and lens of diversity, equity and inclusion.
d) **Transparent Collaboration:** Transparent and meaningful collaboration with all OHT members are vital components to healthy partnerships. We recognize that each of our members brings value, wisdom, knowledge and experience to our OHT work which allows us to work respectfully together and appreciate each member's contribution towards our end goals.
e) **Quality Improvement**: Building on our successes and challenges, we are open to continuous learning and embody evidence-informed and continuing learning principles to guide our decisions and improve the work we do together.

Responsive Leadership – Iterative and generative leadership leads to responsive leadership. It helps us to be active on the issues that impact the communities we serve and holds us accountable for those actions.

ARTICLE 3 – GOVERNANCE STRUCTURE OF THE DET OHT

3.1 **Team Members**. The Team Members oversee overall governance of the DET OHT and will carry out the roles and responsibilities as set out in Article 4. The criteria and process for admission of Team Members to the DET OHT are set out in Schedule A.

3.2 **Core Group**. The Team Members will establish the Core Group as the collaborative decision-making body of the DET OHT. The composition and process for selecting Core Group members are set out in Schedule B. The purpose, roles and responsibilities, and processes of the Core Group are set out in Article 4.2 and more detailed Terms of Reference are described in Schedule C. The Accountability Mechanisms between the Core Group and the Team Members are set out in Schedule D.

3.3 **Patient/Client, Family, and Caregiver Involvement**. The Team Members will establish a Downtown East Toronto *Community Advisory Council* **("CAC"),** consisting of community members, including people with lived experience, which will provide advice directly to the Core Group and appropriate working groups. The CAC will select two of its members to serve as voting members of the Core Group and act as a liaison and ensure that the voices of those who seek or receive care or services from the DET OHT, or support those seeking or receiving care or services, from the DET OHT, are represented at the Core Group. Team Members, in consultation with the CAC,

and upon the recommendation of the Core Group, will adopt a Patient Declaration of Values for the DET OHT in alignment with the provincial Patient Declaration of Values.

3.4 **Family Physician Network.** The Team Members will support the establishment of a Downtown East Toronto *Family Physician Network* ("**FPN**"), which will provide advice directly to the Core Group and appropriate working groups. One member of this Network will serve as a voting member of the Core Group to act as a liaison and ensure that the voice of primary care providers is represented at the Core Group.

ARTICLE 4 – THE TEAM MEMBERS AND CORE GROUP

4.1 Team Members will approve the strategic plan, annual work plan, and annual budget, consistent with the strategic plan and carry out the following roles and responsibilities:

(a) Select a Core Group according to the selection process set out in Schedule B with the purposes and roles and responsibilities as set out in Article 4.2 below.
(b) Participate in planning and design of DET OHT including areas such as:
  i. Priority populations
  ii. Strategic planning
  iii. Vision and principles
  iv. Collaborative decision making process
(c) Co-design care pathways and programs undertaken by DET OHT
(d) Commit resources as agreed to the planning, design, and implementation of DET OHT care pathways focused on improving population health
(e) Deliver services within specific DET OHT care pathways by developing Projects in accordance with Schedule E
(f) Support community engagement and be ambassadors for the DET OHT
(g) Identify key stakeholders, keep them informed of the work of the DET OHT and invite them periodically to provide input and participate in analysis and planning
(h) Provide advice on use of DET OHT implementation funding and any incremental funds as well as receive regular reports from the Core Group on the use of these funds; and
(i) Participate in one or more working groups and implementation teams.

4.2 The purpose of the Core Group is to enable strategic decisions and facilitate the implementation of collaborations and other initiatives in an efficient manner to achieve the vision and principles set out in Article 2. The Core Group will not duplicate or replace any governance or operational decision making of any Team Member.

The Core Group will plan, design, implement and oversee the DET OHT, and specifically will:

(a) Establish an overall strategic plan and annual work plan consistent with the strategic plan,
(b) Approve and establish working groups and implementation teams as needed to accomplish, the work of the DET OHT as outlined in Schedule E,
(c) Develop allocation of resources in accordance with the roles and responsibilities set out for the Core Group in Article 6,
(d) Establish a quality improvement plan,
(e) Oversee risk assessment and mitigation,
(f) Develop and implement a communications strategy,
(g) Ensure compliance with reporting obligations,
(h) Be accountable for ensuring the work is completed, and
(i) Identify and admit additional Team Members in accordance with the criteria and procedures set out in Schedule A.

ARTICLE 5 – DECISION MAKING

5.1 Unless a different decision-making process is specified in another paragraph of this Agreement, decisions will be made by consensus.

5.2 The Team Members will aim for consensus decision-making. For the purpose of decision-making, consensus will be reached if members provide full support or support with reservations.

5.3 If consensus cannot be reached, a vote will be held. In the case of a vote, notification to all Team Members will be required and Team Members may vote in person, virtually or by email. There will be one vote for each Team Member and one vote for each FPN and CAC representative. The possible votes include yes, no and abstention. The majority will be determined by yes and no votes. Abstention from votes will be noted.

ARTICLE 6 – RESOURCE ALLOCATION

6.1 In collaboration with Team Members the Core Group will:

(a) Determine resource allocation and use,
(b) Develop guidelines for resources received or generated by the DET OHT for its activities, and
(c) Develop financial accountability standards.

6.2 DET OHT will seek funding from the Ministry of Health, Ministry of Long Term Care, Ontario Health and other sources to support its activities. Team Members may contribute in-kind or financial resources to the shared priorities and accountabilities of the DET OHT as they may agree.

6.3 Team Members will use the procedures for decision-making set out in Article 5 to make decisions about shared resources

6.4 Team Members will choose a "Fund Holder" based on agreed criteria, for a term to be agreed, that will receive, manage, distribute and keep accurate accounts of the funds received or generated to support the operations of the DET OHT. The Fund Holder will submit financial reports to the Core Group and funders as required and will retain financial records for at least seven years. Until another Fund Holder is chosen by the Team Members, the Fund Holder is Unity Health Toronto. If funds are allocated specifically for a Project approved by the Core Group of the DET OHT, in accordance with Schedule E, another Team Member may hold the funds. A Project Agreement approved by the DET OHT will be required and the obligations of the Team Member holding the funds shall be included in the Project Agreement, as referred to in Schedule E.

ARTICLE 7 – INFORMATION SHARING AND CONFIDENTIALITY

7.1 Team Members shall engage in on-going communication and disclosure and shall provide information to each other and to the Core Group, working groups and implementation teams to achieve the vision and principles set out in Article 2.

7.2 The Core Group shall develop a protocol for consideration by Team Members for how information is shared with the Team Members' boards of directors, CAC, FPN, and others in Downtown East Toronto.

7.3 Team Members shall not disclose any Confidential Information of another Team Member to a third party, except:

(a) with written consent of the relevant Team Member;

(b) to the extent that disclosure is necessary to meet applicable laws or governmental or public authority directives or other requirements; or

(c) as permitted under the terms of this Agreement.

7.4 If a Team Member considers particular information (other than performance and quality data) confidential or proprietary, the Team Member will mark the information "Confidential".

7.5 **Privacy**. For the purposes of the DET OHT:

(a) Team Members will only share Personal Health Information with one another, in accordance with applicable laws, for the purposes of providing health services, and coordinating its provision.

(b) Team Members, who are sharing Personal Health Information with each other, will enter into a data sharing agreement in respect of sharing Personal Health Information for all other purposes. It is intended that there will be one data sharing agreement across all Team Members.

ARTICLE 8 – INTER-PERFORMANCE DISCUSSIONS

8.1 The Core Group will review and collaborate on quality and financial performance, resource allocation and use, best practices, innovation, quality improvement, risk allocation and mitigation, and corrective actions in respect of DET OHT activities, as agreed by the Team Members.

8.2 Team Members will report to and share data with the Core Group, including performance, service delivery, quality and financial data, as determined by the Core Group and agreed by the Team Members. If a Team Member considers particular information (other than performance and quality data) confidential or proprietary, the Team Member will mark the information "Confidential".

ARTICLE 9 – DISPUTE RESOLUTION

9.1 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 procedures set out in Schedule F acting in good faith.

ARTICLE 10 – CONFLICTS OF INTEREST AND TRANSPARENCY

10.1 Team Members shall engage in on-going communication and disclosure and shall provide information to each other and to the Core Group, councils, working groups and implementation teams to achieve the benefits of this Agreement.

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

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

ARTICLE 11 – TERM, TERMINATION, WITHDRAWAL and EXPULSION

11.1 **Term.** This Agreement came into effect on November 27, 2020 and may be reviewed, extended or amended by written agreement of the Team Members at any time. Provisions may not be waived except in accordance with this article. A mandatory review will be undertaken in June 2024 and every two years thereafter. Team Members will be required to confirm their commitment to the CDMA at the conclusion of the review process by signing the document in accordance with Article 12.4.

11.2 **Voluntary Withdrawal.** A Team Member may withdraw from the DET OHT and cease to be a party to this Agreement by providing at least 90 days' notice to the other Team Members and to the Core Group.

11.3 **Expulsion.** A Team Member may be expelled from the DET 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, no longer agrees to the Vision and Principles, or is disruptive to the consensual governing process at the Core Group or Team Member level. Expulsion of a Team Member shall only take place after the procedures in Schedule G have been followed.

11.4 **Withdrawals/Termination of Project.** Unless a Project provides otherwise:

(a) the parties to a Project may terminate the Project by mutual written agreement, provided that they give at least 90 days' notice to the Core Group; and

b) a party to a Project may withdraw from the Project by giving at least 90 days' notice to the Core Group and the other parties to the Project.

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

(a) A Team Member that withdraws or is expelled from the DET OHT shall cease to be a party to this Agreement. Termination of, or withdrawal or expulsion from, this Agreement shall not automatically constitute termination of, or withdrawal or expulsion from, any Project.

(b) Withdrawal from or termination of one Project shall not automatically constitute withdrawal from or termination of this Agreement or any other Project.

(c) A Team Member that terminates, withdraws from or is expelled from a Project or the DET OHT and is no longer a party to this Agreement, shall remain accountable for its obligations, including fees, if any, or funding committed to the project, prorated to the date of termination, withdrawal, or expulsion, and actions and omissions before the effective date of the termination, withdrawal or expulsion, and shall work with the Core Group to develop strategies to reasonably fill any resource or service gaps left by the termination, withdrawal or expulsion.

ARTICLE 12 – GENERAL PROVISIONS

12.1 **Independent Contractors.** The relationship between the Team Members under this Agreement is that of independent contractors. This Agreement is not intended to create a partnership, agency or employment relationship between or among the Team Members.

12.2 **Entire Agreement & Amendments**. This Agreement supersedes all previous agreements, whether written or verbal, between Team Members respecting the subject matter of this Agreement, which may be amended in accordance with Article 11.1.

12.3 **Assignment.** This Agreement binds the Team Members and their respective successors, subject to notice being provided by the affected Team Member to the Core Group.

12.4 **Counterparts and E-signature**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed copy of this Agreement signed electronically in legible form shall be equally effective as delivery of a manually executed copy.

SCHEDULE A
ADMISSION OF TEAM MEMBERS TO DET OHT

1. Membership Eligibility Criteria:

The following criteria must be met by an applicant to be eligible for admission as a Team Member in the DET OHT. The applicant organization must:

a) deliver services within the catchment area or attributed population of the DET OHT,
b) uphold the values outlined in the Patient, Family and Caregiver Declaration of Values,
c) have a demonstrated commitment to equity, as defined by Ontario Health*
d) commit to the work of the DET OHT, including the vision, guiding principles, roles and responsibilities outlined in the CDMA,
e) commit resources to achieve the vision and goals of the DET OHT (e.g., time, expertise, staff, space, communications, money),
f) commit to acting as an ambassador and advocate for the work and activity of the OHT,
g) comply with all DET OHT deliverables and obligations, and
h) receive some public sector funding to deliver its services.

*Ontario Health's Definition of Equity: Unlike the notion of equality, equity is not about sameness of treatment. It denotes fairness and justice in process and in results. Equitable outcomes often require differential treatment and resource redistribution to achieve a level playing field among all individuals and communities. This requires recognizing and addressing barriers to opportunities for all to thrive in our society.

2. Process for Admission:

a) The DET OHT will consider applications from organizations to become Team Members of the DET OHT at least annually and may set a specific time frame for consideration of applications.
b) The DET OHT will provide information about the purpose, eligibility criteria, benefits and commitments of DET OHT membership, and the process, including timelines, for admission as a Team Member, on its website and through information sessions, as decided by the Core Group.
c) The DET OHT Core Group will provide a written response to an application.
d) The DET OHT Core Group will provide Team Members with a report on all applications received and the decisions it has made with respect to the applications, including reasons for rejection if an application is rejected.
e) Team Members whose applications have been accepted will be introduced at the next Team Member meeting after acceptance of its application.

SCHEDULE B
CORE GROUP COMPOSITION AND SELECTION PROCESS

1. **Core Group Composition:**

The Core Group will consist of a maximum of 16 members, and will include the diversity of populations served and services offered.

The positions will be designated as follows:

a) **Community Advisory Council (2 seats)**
b) **Family Physician Network**
c) **Specialist Physician Representative**
d) **Team Member Providing Provincially-Funded Home Care**
e) **Secondary Care (Acute Care)**
f) **Additional Organizational Core Group Members (10 seats)**
   i. Will follow the selection process outlined in paragraph 3, below
   ii. Will reflect a diversity of services:
      - primary care (including inter-professional primary care and physicians),
      - community support services,
      - mental health and addictions,
      - shelters and housing,
      - crisis intervention and drop-ins,
      - health promotion and disease prevention,
      - rehabilitation and complex care,
      - palliative care (e.g., hospice),
      - residential care and short-term transitional care (e.g., in supportive housing, long-term care homes, retirement homes),
      - emergency health services,
      - laboratory and diagnostic services,
      - midwifery services,
      - other social and community services and other services, as needed by the population.
   iii. Will reflect a diversity in populations served with particular attention to marginalized and vulnerable populations, as indicated by factors such as:
      - Mental health
      - Addictive behaviours
      - People experiencing homelessness
      - HIV/AIDS
      - Race – Black, Indigenous and People of Colour
      - Age
      - Gender identity
      - Religion or creed
      - Sexual Orientation
      - Ability
      - Socioeconomic status
      - Culture
      - Language

2. **Candidates for the Core Group will be expected to:**

   (a) Demonstrate a commitment to the Vision and Principles of the DET OHT,
   (b) Be in receipt of funding from Ministry of Health, Ministry of Long Term Care, or Ontario Health,
   (c) Commit the time of an individual in a senior leadership position at the Core Table membership,
   (d) Commit to participating in meetings and work between meetings,
   (e) Commit to working collaboratively with other Core Group members and Team Members according to the Accountabilities set out in Schedule D, and
   (f) Be a Team Member and have participated in the DETOHT work to provide continuity of experience with the work to date.

3. **Process for selecting Core Group Members**

   a) The Operations Team will solicit expressions of interest based on the Core Group membership requirements set out above in paragraph 2.
   b) The Operations Team will review the expressions of interest and advise the Core Group and Team Members if there are significant gaps in the representation of the diversity of populations served and services provided, and will request further expressions of interest as appropriate.
   c) A vote by Team Members will be held for Core Group positions for which more than the required number of expressions of interest are received.

4. **Core Group Terms**

   a) For the inaugural Core Group, five of the organizational Core Group members will serve 2-year terms and five will serve 3-year terms. Thereafter, Core Group members will be elected for a term of 2 years each.
   b) Each Core Group member may serve a maximum of two consecutive terms if re-elected by Team Members, and may be elected for future terms following one term of absence.
   c) Previous Planning Table members elected to the inaugural Core Group will serve 2-year terms and new members will serve 3-year terms. If more than five Planning Table members are elected, the Core Group will allocate the terms among themselves.
   d) For greater clarity, five Core Group seats will be eligible for election annually after the first 2-year term.

5. **Vacancies**

   a) If a Core Group member withdraws or is expelled prior to the end of their term, the remaining Core Group members shall consider whether it is necessary to fill the vacancy prior to the next election and shall make a recommendation to the Team Members regarding the filling of the vacancy. If the Team Members decide that the Core Group vacancy should be filled, the process set out in this Schedule shall be followed to select a Team Member to fill the vacancy for the remainder of the term of the member that has left.
   b) When considering the filling of vacancies, the Core Group and the Team Members shall take into account the amount of time remaining in the term of the member that has departed, the work of the DET OHT, and whether the vacancy can remain open until the next annual election cycle.

SCHEDULE C
CORE GROUP TERMS OF REFERENCE

1. Expectations of Team Members in the Core Group

Core Group Members shall:

a) Participate and attend meetings consistently (one representative with authority to bind the member organization or authority delegated accordingly) to ensure consistency and continuity
b) Commit organizational resources when required to accomplish the objectives of the DET OHT
c) Transparency and Information Sharing: The Core Group members will operationalize the principles of an "inclusive, engaged and transparent leadership process" as well as "ensuring ongoing communications and feedback" by:
    i. Agreeing to seek out from Team Members, supporters, stakeholders and others, and share information among themselves that is relevant to the work of the DET OHT including the working groups and implementation teams;
    ii. Engaging in open and honest discussion among the members of the Core Group, fully considering relevant and, at times, sensitive information in order to make the best recommendations and decisions;
    iii. Keeping information confidential among the group members as agreed until a clear decision or recommendation has been agreed upon;
    iv. Sharing clear, consistent, common messages about decisions and recommendations reached by the Core Group and, as much as possible, the information and matters considered in reaching the decision or recommendation as agreed by the Core Group; and
    v. Using confidentiality in limited circumstances, only when required to encourage trust, respect and collaboration in working towards clear and consistent directions.

2. Meetings and Quorum

A minimum of (50%+1) of the members of the Core Group is required for quorum.

3. Chair

The Chair will be elected by the Core Group members according to the decision-making provisions of Article 5.

4. Agendas

The agendas will be developed by the Chair and Operations Team.

5. Decision-making

- The basic principle of the Core Group is to aim for consensus as set out in Article 5.2
- Where consensus cannot be reached a vote will be required as set out in Article 5.3

SCHEDULE D
ACCOUNTABILITY MECHANISMS

The following accountability mechanisms will be established to ensure Team Members have the opportunity to be engaged, informed and actively participating in the decisions related to the DET OHT.

The Core Group shall:

1. Hold Quarterly Team Member meetings with Team Members to provide updates and engage Team Members on DET OHT matters related to:

    a) Strategic planning
    b) Annual work plan
    c) Working Groups and Council reports
    d) Financial status
    e) Quality improvement plan
    f) Performance measurement
    g) Other significant updates.

    At least one of these quarterly Team Member meetings will include seeking approval of the Team Members for the annual work plan and annual budget as required by Article 4.1.

2. Provide operational updates to Team Members on a monthly basis.

SCHEDULE E

PROCESS FOR IMPLEMENTATION OF DET OHT PRIORITIES

1. The Core Group shall lead a process to develop a strategic plan and annual work plans that shall include the population health improvement priorities of the DET OHT and may include other priorities.

2. Team Members will consider and approve the strategic plan and annual work plan, as set out in Article 4.1.

3. The Core Group shall oversee the implementation of the strategic plan and annual work plans, including population health priorities included in the plans.

4. The Core Group may establish and approve terms of reference for working groups or other subgroups. The Core Group will appoint the chair or co-chairs of working groups. The Core Group shall provide direction to the Operations Team to implement the annual work plans, including population health improvement priority projects as described below.

5. **Implementation Process.**

   a) The Team Members and others in working groups shall advance a population health improvement priority consistent with the annual work plan of DET OHT by identifying one or more initiatives, programs, and/or services as an opportunity for collaboration (each a "Project") and shall develop a Project plan that includes the elements in paragraph 6, below.

   b) Before implementing a Project, the working group shall obtain approval from the Core Group for the Project plan.

6. **Project Plans.**

   Each Project plan will include:

   a) the scope of services to be provided by each Team Member (and other participants if applicable), and its accountabilities and responsibilities,

   b) specific strategic objectives and performance measures,

   c) timeline for accomplishment of the objectives,

   d) costs and financial arrangements matters,

   e) human resource considerations,

   f) reporting and audit compliance requirements,

   g) required third-party approvals,

   h) intellectual property rights and responsibilities, and

   i) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes.

7. When participating in 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.

8. The Core Group may approve template agreements for a Project Agreement or Data Sharing Agreement for use by DET OHT working groups or Team Members that are implementing Projects and may require that a Project Agreement or Data Sharing Agreement be entered into by DET OHT Team Members. The Core Group may approve criteria for the requirement to enter into a Project Agreement or Data Sharing Agreement

9. If a Team Member other than the Fund Holder named in Article 6.4 will hold the funds for the Project, the name and obligations of the Project fund holder will be included in the Project Agreement.

10. The participating Team Members and any other participants in the Project will approve and execute a Project Agreement in accordance with their own organization's delegation of authority.

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

12. 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

SCHEDULE F
DISPUTE RESOLUTION

1. 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 may refer the dispute to the Core Group.

2. The Core Group shall work to resolve the dispute in an amicable and constructive manner. If the Core Group members have made reasonable efforts, and the dispute remains unresolved, the Core Group 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.

3. 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 by giving 90 days written notice unless this notice requirement is reduced or waived by the Core Group. If the Team Member does not withdraw, the Team Member may be expelled after the process in Schedule F has also been followed.

SCHEDULE G
PROCESS FOR EXPULSION OF A TEAM MEMBER FROM DET OHT

1. The Core Group members, other than the Team Member at issue, should agree on whether expulsion should be considered, through the consensus process outlined in Article 5.

2. Following such agreement, the Core Group members referred to in paragraph 1 shall notify, in writing, the Team Member at issue that the Core Group intends to recommend expulsion of the Team Member at issue to the other Team Members.

3. The Core Group members referred to in paragraph 10, if they determine it to be reasonable, may provide the Team Member at issue with an opportunity to rectify the issue(s) within a period reasonably directed by those Core Group members. Rectification may include the Team Member being given an opportunity to explain the events or behaviours.

4. If it is not reasonable to allow for an opportunity for rectification or if rectification does not occur to the reasonable satisfaction of the Core Group members referred to in paragraph 1, within the time period provided, those Core Group members may make a recommendation for expulsion to all of the other Team Members.

5. Submission to the dispute resolution procedures under Schedule E of this Agreement shall be a pre-condition to expulsion.

6. The Team Members, other than the Team Member at issue, shall consider the recommendation referred to in paragraph 4. The expulsion will be effective only if at least 67% of those Team Members agree to the expulsion in writing. Upon such written agreement, this Agreement shall be deemed amended to remove the expelled Team Member as a party.