

NWÖHT

NIPISSING WELLNESS
ONTARIO HEALTH TEAM

ONTARIO HEALTH TEAM DECISION-MAKING FRAMEWORK AGREEMENT

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1. PURPOSE OF THIS DECISION-MAKING FRAMEWORK

The organizations [“Team Members”] that have signed this Decision-Making Framework Agreement [“Framework”] have agreed to work together to achieve the shared objective of providing a continuum of integrated and co-ordinated care and support services to the persons to whom they provide care and services [“Shared Objective”]. A visual assistance is set out in Appendix 1.

The Team Members **are designated and** operate under the approved name **Nipissing Wellness Ontario Health Team [NWŌHT]**.

The purpose of this Framework is to:

- Set out how the Team Members will work together both before and after designation as an Ontario Health Team to achieve the Shared Objective;
- Establish a collaboration council [“**Collaboration Council**”] and other organizational structures to enable the work of Team Members to achieve the Shared Objective; and
- Set out the rights and obligations of Team Members.

2. VISION, VALUES AND GUIDING PRINCIPLES

Our Vision

Unified caring health and social services, centered around patients, families and caregivers.

Our Values

- Equity, inclusivity and diversity
- Trusting relationships
- Wellness
- High Quality Health Care that is: 1. Safe 2. Effective 3. Efficient 4. Patient Centred 5. Timely 6. Equitable
- Accountability, efficiency and financial sustainability
- Achieving the Quadruple Aim
 - Improved Patient Experience
 - Improved Population Health
 - Improved Efficiency
 - Improved Provider Wellbeing

Our Guiding Principles

Putting patients, families and citizens first	Including patients, families and citizens in the co-design and co-creation of the future and at the center of everything we do. Ensuring patients and families experience care as a seamless experience with one holistic care plan that they help to create.
Leveraging existing networks, partnerships, resources and successes	Keeping the great things we already have (not reinventing the wheel) while continuing to build on our experiences and best practices . Working together to leverage our skills, expertise and resources and to make improvements where needed.
Authentically communicating in a transparent way	Maintaining connections with our partners across health and social care, patients and caregivers and our broader community. Keeping our community informed and connected with our work and progress and being open to making changes to how we communicate in order to be more effective.
Motivating and persevering towards a common purpose with shared outcomes.	Breaking down silos and collectively respecting what we are trying to achieve together. Promoting consistent involvement among members over time. Measuring our success against shared performance and outcomes.
Creating an open and honest environment that allows for flexibility and creativity.	Creating a space where we can meaningfully share and reflect , including a space and structure to address any concerns we have (i.e. a relationship charter). Allow for flexibility and creativity in our processes.
Committing to diversity, equity and inclusivity (“Don’t Leave Anyone Behind”)	Creating a sense of belonging among our community and respecting cultural and linguistic diversity. Respecting the diversity of the voices of our partners across health and social care and the members of our community.
Providing access to connected-up care	Removing barriers to accessing health and social services in our community and addressing the needs of all our residents. Making sure that people do not fall through the cracks - working as one team to enable people to navigate services and get the help they need, when they need it.

(a) Commitments

Team Members are those organizations that have signed this Framework. By signing this Framework, Team Members have confirmed their commitment to:

- (i) The shared vision, values and guiding principles set out in paragraph 2.
- (ii) Work with each other to achieve the Shared Objective and to endeavour to eliminate, minimise or mitigate any conflict between the Shared Objectives and any of their other contractual and service obligations and relationships.
- (iii) Adhere to the provisions of this Framework with respect to information sharing, transparency, privacy and confidentiality set out in paragraph 11.
- (iv) Participate in the collaborative decision-making structures as provided in this Framework.
- (v) Pay membership or other fees as determined by the Collaboration Council.
- (vi) Give notices as are required under this Framework in respect of involuntary or voluntary integrations.

(b) Networks

Team Members are divided into the following groups [each a **“Network”**]:

- (i) Home care or community services;
- (ii) Acute services;
- (iii) LTC and Retirement homes;
- (iv) Mental health and addictions services;
- (v) Primary care services.
- (vi) Indigenous Health care services
- (vii) additional Networks as determined by membership

The role of a Network is to provide an organizational structure for the identification of individuals to be members of the Collaboration Council and any subcommittees or working groups established by the Collaboration Council.

The Collaboration Council will from time to time assign or reassign Team Members to a Network. A Team Member may belong to more than one Network.

Networks may be amalgamated, subdivided or removed, and new Networks may be added by the Collaboration Council.

0 sets out the Networks to which the initial signatories to this Framework belong.

(c) **Admitting New Team Members**

Organizations may be admitted as new Team Members through a process established by the Collaboration Council, provided they become a signatory to this Framework. The Collaboration Council shall assign each new Team Member to one or more Networks.

3. COLLABORATION COUNCIL

The Collaboration Council is established as the collaborative decision-making body of the Team Members and, once designated, NWÖHT.

The composition, mandate and processes of the Collaboration Council are set out in 0.

For greater certainty, the Collaboration Council has no authority to make a decision binding on a Team Member except as specifically set out in this Framework and in 0.

The Collaboration Council will not duplicate or replace any Team Member’s governance or operational decision-making. The purpose of the Collaboration Council is to act as a steering committee to enable strategic decisions and facilitate the implementation of collaborations and other initiatives in an efficient manner to achieve the Shared Objectives.

4. COLLABORATION COUNCIL MEMBERS: ROLES AND DUTIES

- (a) The role of the Collaboration Council members is to provide a broad sectorial and strategic view of matters considered by the Collaboration Council.
- (b) Collaboration Council members are expected to bring their knowledge and experience from their service, occupation or specialization.
- (c) Collaboration Council members will demonstrate fairness and a commitment to in-depth evaluation of a matter under consideration and endeavour to put the interests of Patients/Clients, Families and Caregivers, and the achievement of the Shared Objectives above their respective organization or Network.
- (d) Collaboration Council members will serve two years subject to re-appointment by their Network. Terms may be shortened for members who are unable to meet their responsibilities. While a Team Member may belong to more than one Network, no individual may hold more than one seat at the Collaboration Council.

5. ROLE OF THE BOARD COUNCIL

The Team Members establish the Board Council for NWŌHT. The composition, mandate, and processes of the Board Council are set out in Schedule C.

6. ROLE OF PATIENTS/CLIENTS, FAMILIES AND CAREGIVERS

For the purposes of this Framework, the term Patients/Clients, Families and Caregivers is broadly defined to include all those who seek or receive care or services or support those seeking or receiving care or services from Team Members, or once designated, NWŌHT.

The Team Members, the Collaboration Council and, once designated, NWŌHT will engage Patients/Clients, Families and Caregivers in all levels of decision-making and in particular in system co-design.

The Team Members, through the Collaboration Council, will establish a Nipissing Wellness Patient Family Caregiver Council [**“PFCC”**] with terms of reference substantially similar to the terms of reference set out in D. Representation from the PFCC will be included in the Collaboration Council as provided in 0 and in the working groups and subcommittees of the Collaboration Council as appropriate.

A Patient Declaration of Values for NWŌHT will be established by the Collaboration Council in consultation with the PFCC.

7. ROLE OF PHYSICIANS AND NURSE PRACTITIONERS CLINICAL COUNCIL [PNPCC]

The Team Members **recognize once established** a Physicians and Nurse Practitioners Clinical Council [PNPCC], which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. **Four** members of this Council will serve as voting members of the Collaboration Council to act as a liaison and ensure that the voice of primary care and specialist providers is represented at the Collaboration Council. The terms of reference set out in Schedule E. Representation from the PNPCC will be included in the Collaboration Council as provided in 0 and in the working groups and subcommittees of the Collaboration Council as appropriate.

8. ROLE OF EQUITY COUNCIL

The Team Member will recognize an Equity Council [“EC”], which will provide advice directly to the Collaboration Council. At least one member from this Council will service as voting members of the Collaboration Council to act as liaisons and ensure that the voice of the Indigenous, Francophone communities and marginalized population. Representation from the EC will be included in the Collaboration Council as provided in 0 and in the working groups and subcommittees of the Collaboration Council as appropriate

9. COMMUNICATION AND ENGAGEMENT

The Collaboration Council will develop and implement a communication and engagement strategy to ensure timely and relevant information sharing with all stakeholders including Team Members, Patients/Clients, Families and Caregivers and the community. The strategy must include a plan describing distribution and alignment of key messages, target audiences and communication type and frequency.

The Collaboration Council is collectively responsible for seeking input from and relaying information to all Team Members. Where selected by Team Members in a Network, members of the Collaboration Council are also responsible for seeking input from and relaying information to their respective Network Team Members to ensure issues relevant to a particular Network are communicated to and by the Collaboration Council.

A standardized process for engagement with Team Members and stakeholders within respective Networks will be established by the Collaboration Council as part of the communication and engagement plan for NWŌHT.

10. FUNDING ARRANGEMENTS

It is recognized that Casselhome is the designated fund holder, acting on behalf of NWŌHT in accordance with the conditions set out in NWŌHT Fund Holder Agreement. Casselhome is responsible to ensure that financial reports related to NWŌHT funding is reported back to NWŌHT Collaboration Council on a regular basis.

Beyond utilizing the earmarked NWŌHT funding, it is further expected and intended that NWŌHT Members will leverage this funding by aligning their strategies, work and resources in a way that is consistent with the vision and mission of NWŌHT where possible.

11. PROJECTS

To fulfill the Shared Objectives of the Team Members and, once designated, NWŌHT, the Team Members shall enter into collaborations [**“Projects”**] on specific strategies, initiatives, programs and services, each such Project to be implemented in accordance with Schedule F.

12. INTEGRATION WITH OTHERS

(a) Voluntary Integration with Others

If a Team Member is contemplating an integration [as defined in the *Connecting Care Act, 2019*] with another entity that will have a significant impact on the Shared Objectives of NWŌHT, then it shall notify the Collaboration Council and the other Team Members in writing at least 90 days before the completion of such integration. The notice shall describe: [a] name of the entity; [b] terms of the proposed integration; and [c] assessment of the impact, if any, of the proposed integration on NWŌHT. Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on NWŌHT 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 set out in Schedule G.

(b) 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 Framework, NWÖHT, and each Project, and whether any amendments are required to this Framework, a Project, or a Project Agreement. The Team Members shall endeavour to continue this Framework and each Project unless any Team Member determines it is not feasible to do so where the essential benefits of this Framework or a Project will not be realized by NWÖHT. 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 set out in Schedule G.

13. INFORMATION SHARING, TRANSPARENCY, PRIVACY AND CONFIDENTIALITY

(a) Information Sharing

Team Members shall engage in ongoing communications and provide information to each other, and to the Collaboration Council and subcommittees and working groups of the Collaboration Council to achieve the Shared Objectives.

(b) Transparency and Disclosure

If a Team Member becomes aware of an issue that might materially impact its, or another Team Member's, ability to perform its obligations under this Framework or a Project or Project Agreement, they will promptly notify the Collaboration Council so that the impact on the Shared Objectives can be assessed and mitigated.

(c) Privacy

Team Members including Health Information Custodians and non-Health Information Custodians will commit to the development of an OHT privacy infrastructure compliant with applicable privacy laws for the protection of personal health information. Until such time that the OHT privacy infrastructure is established, each Team Member is responsible to manage access, use and disclosure of personal health information entrusted to them and according to applicable privacy laws. Team members will enter into a data sharing agreement in respect of sharing personal health information for all other purposes.

(d) **Confidentiality**

Team Members shall not disclose any Confidential Information of other Team Members 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 Framework. In this paragraph, “Confidential Information” means information of a Team Member that by its nature is confidential and proprietary information 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];
- (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.

(e) **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 all Confidential Information of the relevant Team Member that it is not required to retain by applicable laws or other requirement. 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.

(f) **Public Notices and Media Releases**

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

14. 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 procedures set out in Schedule G acting in good faith.

15. TERM, TERMINATION, WITHDRAWAL AND EXPULSION

(a) **Term**

This Framework shall start on the date of this Framework and shall continue indefinitely, unless terminated by the mutual written agreement of all Team Members.

(b) **Voluntary Withdrawal**

A Team Member may withdraw from this Framework by providing at least 90 days' notice to the other Team Members and to the Collaboration Council.

(c) **Expulsion**

A Team Member may be expelled from NWÖHT, and thereby cease to be a party to this Framework. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Framework or a Project or Project Agreement, no longer agrees to the Shared Objectives, or is disruptive to the consensual governing process at the Collaboration Council. An expulsion shall only take place after following the procedures in Schedule H.

(d) **Withdrawals/Termination of Project Agreement**

Unless a Project Agreement provides otherwise: [a] the parties to a Project Agreement may terminate the Project Agreement by mutual written agreement, provided that they give at least 90 days' notice to the Collaboration Council; and [b] a party to a Project Agreement may withdraw from the Project Agreement by giving at least 90 days' notice to the Collaboration Council and the other parties to the Project Agreement.

(e) **Consequences of Termination, Withdrawal or Expulsion**

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

- (ii) Withdrawal from or termination of one Project or Project Agreement shall not automatically constitute withdrawal from or termination of this Framework or any other Project or Project Agreement.
- (iii) A Team Member that terminates, withdraws from or is expelled from a Project or Project Agreement or this Framework, shall remain accountable for its obligations, including fees prorated to the date of expulsion, and 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 termination, withdrawal or expulsion.

16. GENERAL

(a) **Independent Contractors**

The relationship between the Team Members under this Framework is that of independent contractors. This Framework 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.

(b) **Notices**

Where in this Framework 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 out on the signature pages of this Framework. 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 paragraph. "Business Day" means any working day, Monday to Friday, excluding statutory holidays observed in Ontario.

(c) **Entire Framework**

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

(d) **Amendment**

Subject to paragraph 15[e]i, this Framework 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 Framework, the Team Members shall work cooperatively to amend this Framework to accommodate the change. A Project Agreement may be amended in accordance with the provisions of the Project Agreement without necessitating a Framework amendment.

(e) **Assignment**

No Team Member may assign its rights or obligations under this Framework without the prior written consent of the other Team Members. This Framework enures to the benefit of and binds the Team Members and their respective successors and permitted assigns. Notwithstanding the foregoing, but subject to paragraph 12[b], a Team Member may assign this Framework without consent in the event of an integration order of the Minister of Health.

(f) **No Waiver**

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

(g) **Severability**

Each provision of this Framework 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.

(h) **Counterparts**

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

(i) **Survival**

Paragraphs in Section 13, Information Sharing, Transparency, Privacy and Confidentiality, apply to survive a Team Member's withdrawal or expulsion from or termination of this Framework.

(j) **Governing Law**

This Framework 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.

SCHEDULE A
TEAM MEMBERS' NETWORK ASSIGNMENTS

Name of Party	Name	Title	Network
West Nipissing General Hospital/Hôpital général de Nipissing Ouest	Cynthia Désormiers	President & CEO	
North Bay Nurse Practitioner-Led Clinic/ Clinique dirigée par du personnel infirmier praticien de North Bay	Jaymie-Lynn Blanchard	Clinic Director	
Blue Sky Family Health Organization/Équipe de santé familiale	Dr. Gordon Mah	Lead Physician	
Near North Family Health Organization	Dr. Ian Cowan	Lead Physician	
Powassan and Area Family Health Team	Anna Gibson-Olajos	Executive Director	
Centre de santé communautaire de Nipissing Ouest / West Nipissing Community Health Centre	Guy Robichaud	Executive Director	
West Nipissing Family Health Team/Équipe de santé familiale du Nipissing Ouest	Jenifer Roy	Executive Director	
8262900 Canada Inc. operating as CarePartners	Linda Knight	CEO	
Victorian Order of Nurses for Canada [Ontario Branch]	Jo-Anne Poirier	President and CEO	

Name of Party	Name	Title	Network
Nipissing Serenity Hospice/La Maison Sérénité du Nipissing	Gil Pharand	Executive Director	
District of Nipissing Social Services Administration Board/ Conseil d'administration des services sociaux du district de Nipissing	Catherine Matheson	CAO	
The Sisters of St. Joseph of Sault Ste Marie	Sister Bonnie MacLellan	General Superior	
Société Alzheimer Society, Sudbury-Manitoulin, North Bay & Districts	Stéphanie Leclair	Executive Director	
Sienna Senior Living operating as Waters Edge Care Community	Hoss Notarkesh	Executive Director	
Autumnwood Community Care Inc.	Joe DiPietro	President & CEO	
Cassellholme, East Nipissing Home of the Aged	Jamie Lowery	CEO	
Castle Arms, Non Profit Seniors Housing	Jamie Lowery	CEO	
Community Support Services, Cassellholme	Jamie Lowery	CEO	
Empire Living Centre Inc.	Rodney Mitchell	President	
Au Château - Maison pour personnes âgées Nipissing Ouest/Home for the Aged West Nipissing	Jacques Dupuis	Administrator	

Name of Party	Name	Title	Network
Eastholme - Home of the Aged, East District of Parry Sound	Odelia Callery	Administrator	
Nipissing Mental Health Housing & Support Services	Mary Davis	Executive Director	
Community Counselling Centre of Nipissing/Centre communautaire de counselling du Nipissing	Alan McQuarrie	Executive Director	
North Bay Indigenous Hub	Laureen Linklater-Pizzale	Executive Director	
Nipissing First Nation	Dwayne Nashkawa	CEO	
Hands TheFamilyHelpNetwork.ca	Andrea Roberts	CEO	
Réseau du mieux-être francophone du Nord de l'Ontario	Monique Rocheleau	Associate Executive Director	
One Kids Place Children's Treatment Centre	Brenda Loubert	Executive Director	
North Bay Police Service	Scott Tod	Chief of Police	
Wirta Home Ltd. Clba Home Instead Senior Care	Lisette Wirta	Owner	
CTS Canadian Career College	Carlos Carvalho	President/CEO	

Date of Last Review: October 2020



SCHEDULE B
TERMS OF REFERENCE FOR THE COLLABORATION COUNCIL

Capitalized terms used throughout these Terms of Reference have the meaning given to them in the OHT Decision-Making Framework to which these Terms of Reference are a Sc

Collaboration Council – Terms of Reference	
Mandate	<p>The Collaboration Council's role is to provide a forum for the Team Members to plan, design, implement, and oversee NWÖHT. The Collaboration Council's roles and responsibilities include to:</p> <p>Planning and Priorities</p> <ol style="list-style-type: none"> 1. establish an overall strategic plan for NWÖHT and develop an annual work plan consistent with the strategic plan; 2. identify and measure the priority populations for NWÖHT and the impact of decisions on them; 3. develop the name and central brand for NWÖHT; and 4. identify, implement, and oversee Projects and Project Agreements. <p>Quality and Risk</p> <ol style="list-style-type: none"> 1. review, collaborate on, and monitor safety and quality standards and performance and quality improvement for NWÖHT; 2. identify risk issues and consider risk allocation, mitigation, and corrective actions for NWÖHT activities; 3. develop a complaints and significant event process for issues that impact more than one Team Member; 4. develop a risk management process for issues that could negatively impact NWÖHT; and 5. review and approve standards for cyber security risk.

Collaboration Council – Terms of Reference

Mandate

Resources and Accountability

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

Engagement and Reporting

1. develop and implement a joint communications strategy, including communication to stakeholders and the community;
2. engage with and seek input from Team Members and Networks;
3. ensure engagement at a board to board level among Team Members; and
4. report from time to time to Team Members on the work of the Collaboration Council and any subcommittees and working groups.

Governance and Compliance

1. evaluate and identify areas of improvement in the integrated leadership and governance structure of NWŌHT on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to NWŌHT;
2. discuss compliance with, and amendments to, these Terms of Reference, the Framework, or a Project Agreement;
3. facilitate dispute resolution; and
4. ensure compliance with all reporting requirements.

Collaboration Council – Terms of Reference	
Mandate	<p>Other</p> <ol style="list-style-type: none"> 1. Perform the roles assigned to the Collaboration Council under the Framework.
Subcommittees and Working Groups	<p>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.</p>
Membership	<p>The Inaugural Collaboration Council shall be comprised of the following voting members:</p> <ol style="list-style-type: none"> 1. designates of the Networks as follows: <ol style="list-style-type: none"> (a) 2 designates of the Home and Community Care and Community Support Services Network; (b) 1[-2] designates of the Acute Network; (c) 2 designates of the Long-Term Care home and Retirement Home services Network; (d) 2 designates of the Mental Health and Addictions services Network; (e) 2 designates of the Primary Care Services Network; and (f) 1 designate of the Indigenous Health Network. 2. 2 members of the PFCC. 3. 4 members of the PNPCC. 4. 1 member from the Powassan and Area, if not already represented. 5. 1 member from West Nipissing, if not already represented 6. 1 member from EC, if not already represented

Collaboration Council – Terms of Reference	
<p>Selecting and Changing Membership</p>	<p>Collaboration Council members who are designates of a Network shall be selected through a process approved by the Collaboration Council in consultation with the Team Members of the respective Network.</p> <p>A Network, the PFCC, EC or the PNPCC may replace its member or members, as the case may be, on the Collaboration Council or appoint a temporary alternative at its own discretion on reasonable notice to the Collaboration Council provided the process followed is acceptable to the Collaboration Council.</p> <p>The Collaboration Council, by a majority vote, may require a Network, the PFCC or the PCC to replace its Collaboration Council member where that member is not acting in accordance with the guiding principles and in pursuit of the Shared Objectives of NWÖHT. The replacement member shall be selected through a process approved by the Collaboration Council.</p>
<p>Co-Chairs</p>	<p>The Collaboration Council shall have two Co-Chairs, who shall be elected by a majority vote of the Collaboration Council members. One of the co-chairs is from the PNPCC. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making of the Collaboration Council.</p> <p>The Co-Chairs shall be elected annually from among the members of the Collaboration Council that are designates of a Network.</p>
<p>Fund Manager</p>	<p>The Collaboration Council shall, by a 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 NWÖHT. The Fund Manager will submit financial reports to the Collaboration Council on a monthly basis and retain financial records for at least seven years.</p>

Collaboration Council – Terms of Reference	
Meetings	<p>Meetings shall be held at a minimum monthly. Meetings will be held at the call of the acting Co-Chair or of 8 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.</p> <p>In addition, based on the focus of individual agenda items, there may be times when additional individuals will be invited to participate in meeting discussions. Permission should be sought from the Co-Chairs.</p>
Quorum	<p>Quorum will be all members of the Collaboration Council present in-person or electronically.</p> <p>If a member is not able to attend, the member may [but is not required to]:</p> <ul style="list-style-type: none"> (a) send a designate for that meeting, who shall be included in quorum and may vote, or (b) 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. <p>If quorum is not present, the members present may meet for discussion purposes only and no decisions shall be made.</p>

Collaboration Council – Terms of Reference	
Decisions	<p>Unless otherwise specified in a decision-making framework adopted by unanimous approval of the Collaboration Council, decisions will be made by consensus.</p> <p>Consensus means that each member is prepared to support the decision or, if applicable, recommend it to their board of directors, organization, or respective Network Team Members, as the case may be, even if they do not agree with the decision/recommendation. If consensus cannot be reached, the Collaboration Council shall resort to paragraph 2 of the dispute resolution provisions of Schedule D of the Framework.</p> <p>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.</p>
Minutes	<p>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 Collaboration Council members.</p>
Information Sharing	<p>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 PFCC, the PCC, subcommittees and working groups.</p>
Confidentiality	<p>The Collaboration Council members shall respect the confidentiality of information received by, and discussions of, the Collaboration Council.</p> <p>Collaboration Council members shall share information in accordance with the protocol adopted by the Collaboration Council from time to time.</p> <p>Collaboration Council members and all members of subcommittees or working groups 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 applicable and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Collaboration Council from time to time.</p>

Collaboration Council – Terms of Reference	
Policies	The Collaboration Council may adopt policies, protocols, and procedures to support the work of the Collaboration Council and its subcommittees and working groups.
Review and 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.

SCHEDULE C TERMS OF REFERENCE FOR THE BOARD COUNCIL

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.

Board Council – Terms of Reference	
Mandate	<p>The role of the Board Council is to create a forum for board-to-board engagement of Team Members from the collaboration of the Network Leads. The primary objective of the Board Council is to ensure communication and alignment of the Collaboration Membership to the work of each Team Members’ board of directors. The Board Council members will act in an advisory capacity to the Collaboration Membership, report back to their own boards about system and collaborative goals, and engage in:</p> <ul style="list-style-type: none"> • communications, information sharing, and networking; • consideration of strategic Collaboration Model issues; • sharing best practices including Collaboration Model best practice; and • provision of strategic advice regarding the healthcare system. <p>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 NWŌHT, and the success and sustainability of NWŌHT, above their respective organizations.</p>

Board Council – Terms of Reference	
Deliberations and Decisions	<p>The Board Council is intended to be advisory.</p> <p>To the extent the Board Council makes decisions, unless otherwise specified in a decision framework adopted by unanimous agreement of the Board Council, decisions will be made by consensus.</p> <p>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.</p> <p>The Board Council may, by unanimous approval of the Board 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 Board Council.</p>
Membership	<p>The Board Council shall consist of the Chair of the Board of each Team Member [or their respective delegate].</p>
Co-Chairs	<p>The Board Council shall have two Co-Chairs, who shall be elected by a majority vote of the Board Council members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making by the Board Council.</p>
Meetings	<p>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 Board Council members participating in the meeting.</p>
Quorum	<p>Quorum Quorum will be a majority of members present in person or electronically.</p>
Minutes	<p>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.</p>
Policies	<p>The Board Council may adopt policies and procedures to support the work of the Board Council.</p>



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

SCHEDULE D DRAFT TERMS OF REFERENCE FOR PATIENT/CLIENT, FAMILY, AND CAREGIVER ADVISORY COUNCIL

**TERMS OF REFERENCE
Nipissing Wellness Patient & Family Collaborative Network**

BACKGROUND

The Nipissing Wellness Ontario Health Team [NWÖHT] is a new model of organizing and delivering health care to better connect patients. The primary goal is to improve patient outcomes by bringing services together and help people more easily navigate the local health care system. Through this OHT, patients will experience easier transitions from one provider to another and ultimately have one patient record and one care plan.

NWÖHT has a vision to meet the individual health care needs of the entire population of the Nipissing district. This includes Francophone, First Nations, Inuit and Métis populations, and people living in both urban and rural communities. Many partners are working together to create this new model of care, including Indigenous and Francophone health, physicians, primary care, home and community care, hospitals, long-term care, and mental health and addictions.

The inclusion of patients and families in the establishment of, and decision-making for, NWÖHT is vital. In order to improve health outcomes and the patient experience, patients and families will be engaged and empowered to help re-shape health care delivery in the area through NWÖHT Patient and Family Advisory Committee.

MANDATE

The Patient and Family Advisory Committee will apply their learning, collective experience and insights to:

- Work in partnership with NWŌHT to help ensure local priorities and health system issues are addressed collaboratively with patients and their families.
- Identify and advise on opportunities to incorporate the patient's perspective in initiatives to better integrate care across the area.
- Provide advice on recommendations about health care access or service delivery improvements from the patient and/or family caregiver perspective.
- Recommend strategies and practical ideas for improving patient care, and caregiver recognition and support.
- Support effective patient engagement within the region.
- Develop an annual work plan that includes priorities in alignment with NWŌHT mandate and actions that support the ongoing development of the OHT from a patient/family experience perspective.
- Not have a fiscal mandate to perform these duties.

When executing its mandate, the Nipissing Wellness Patient Family Caregiver Council [PFCC] will adhere to the following principles:

- The PFCC will make every effort to provide informed advice.
- The PFCC will take into account population health and health equity in making its recommendations.
- NWŌHT will respond to the PFCC's advice and final decisions will remain with NWŌHT leadership.

ACCOUNTABILITY AND REPORTING RELATIONSHIPS

The PFCC Co-Chairs, or delegates, will attend and actively participate in regular meetings of the OHT and provide updates on its work plans, activities and progress to NWŌHT.

The PFCC will meet on a monthly basis or as needed.

MEMBERSHIP

The PFCC will consist of up to 10 members. The role of a PFCC Patient Advisor is to share his or her unique stories, experiences, opinions and perspectives in order to strengthen engagement of patients, caregivers and the public in important local health planning decisions and policies.

Members will be selected and recruited in such a manner to ensure diversity that is reflective of the area's population makeup, in relation to age, geographic distribution, cultural diversity, socio-economic status and experience with the health system. Membership will also represent patient, family/caregiver experiences across different health care sectors, including hospitals, long-term care, mental health and addictions, primary care and home and community care.

Members may participate on focused sub-committees or working groups of the PFCC as needed based on their interests and experiences with different aspects of health care.

Members shall be appointed for a term of up to 2 years. Length of term will be discussed with potential members and may be varied to allow for staggering. Members may be re-appointed for an additional term at NWŌHT's discretion.

PFCC members shall be members of the public. Because elected representatives, practicing healthcare professionals, paid employees of health charities, employees of companies in health industries, elected officials, and employees of provincial and federal health ministries and agencies already have a voice in making their opinions known to decision makers, these people are not eligible for membership.

Election of Co-Chairs

The Patient and Family Advisory Committee will include two Co-Chairs. NWŌHT staff can assist in facilitation, as appropriate. NWŌHT leadership will consult with PFCC and appoint the co-chairs of the PFCC.

ROLES AND RESPONSIBILITIES

Committee Member Qualifications:

- A patient or family member of a patient receiving care within the area, in the past 2 years.
- Can represent patients and/or families effectively when engaging with all stakeholders, including members of the community.
- A system thinker who is able to apply their knowledge to support strengthening the local health care system for all patients and families in the area.
- Able to provide constructive advice, and manage diverse and differing opinions with respect.
- Able to work collaboratively with all stakeholders, and other members of the community.
- Ensures privacy and confidentiality.

Role of Committee Members

Provide advice to NWŌHT based on the patient, caregiver and family experience that is meaningful to all people living in the area. The lived experience of members will drive better outcomes at the system level. This will involve:

- Reviewing and providing feedback on documents, proposals, and plans.
- Identifying, capturing and suggesting strategies to better meet the cultural and linguistic needs of the population.
- Doing their utmost to attend each PFCC meeting.
- Being prepared to be active participants in each meeting [e.g., all meeting materials should be read prior to each meeting].
- Identifying opportunities for improvements in the planning and delivery of services.
- Participating in initiatives where the patient's voice can inform improvements.

Role of Co-Chairs

In addition to the Committee member's responsibilities outlined above, the Co-Chairs will also be responsible for:

- Attending NWÖHT meetings.
- Sharing information and liaising between the PFCC and NWÖHT.
- Encouraging participation and active involvement among members.
- Leading and facilitating Committee meetings.
- Attending external meetings on behalf of the committee, as appropriate.
- Setting the agenda for each meeting.
- Assisting in the evaluation of the PFCC on an annual basis.
- Recruiting and orientating new Committee members [in collaboration with the OHT staff who support the Committee].

Role of NWÖHT Members

- Provide support to the PFCC which may include, but is not limited to sharing clinical and health system expertise, providing access to reports, research and analysis that may support the PFCC in their work.
- Respond to Committee feedback and advice.
- Help prepare meeting agendas in consultation with the Committee Co-Chairs.
- Prepare briefing notes about agenda items and ensure that they are clearly written and crafted with the perspective of what would be important to patients and family advisors.
- Answer questions about policies / issues answered in a respectful, helpful, and prompt manner.
- Support the Co-Chairs and existing Committee members with the recruitment and orientation of new members; and
- Collaborate with the Co-Chairs, identifying appropriate topics for engaging the Committee and developing appropriate meeting agendas and activities to elicit meaningful input.

RESIGNING/ DISMISSAL FROM THE COMMITTEE BEFORE THE END OF A TERM

There are circumstances where a Committee Member may need to leave the Committee before the end of his / her term.

1. Committee members who elect to resign from their position are requested to provide thirty days written notification of their decision to the Co-Chairs.
2. Where a Member has not fulfilled his / her role as per the Terms of Reference, the Committee [via the Co-Chairs] may wish to inform NWŌHT leadership of the Committee's concerns.
 - NWŌHT leadership will use the information provided by the Co-Chairs and the Committee to inform his / her decision on whether or not to end the Member's appointment.
 - As a guiding principle, and before informing NWŌHT leadership, the Committee Co-Chairs will reach out to the Member in question to understand the reason[s] for his / her not fulfilling the role of Committee Member in an attempt to mitigate / resolve the issue.
 - The Committee will document this outreach process, and the Member's response, for NWŌHT leadership's consideration.
 - If members are unable to fulfill their role and or engage in behaviour that materially undermines the integrity of NWŌHT, work of the committee, or committee terms of reference they may be requested by NWŌHT leadership to resign from the committee.

MEETINGS

The Committee will seek to convene monthly meetings. Meetings will be conducted virtually by either telephone or videoconference until such time as the COVID-19 pandemic allows for face-to-face meetings.

REIMBURSEMENT

At the time of this writing, NWŌHT does not have budget for any expenses. Meetings will be held virtual for the time being with no meeting expenses. This approach will be revisited as the PFCC and the OHT are further established.

ETHICAL FRAMEWORK AND CONFLICT OF INTEREST

Committee members are required to fulfill the duties of their appointment in a professional, ethical and competent manner and avoid any real or perceived conflict of interest. Committee members have an obligation to declare a personal or pecuniary interest that could raise a conflict of interest concern at the earliest opportunity to the Vice-Chair[s]. Each member has an ongoing obligation to disclose any actual, potential or perceived conflict of interest arising at any point during a member's term of appointment in regard to any matter under discussion by the Committee or related to the Committee's mandate.

CONFIDENTIALITY AND ONTARIO'S FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT [FIPPA]

Each member of the committee will be required to sign a confidentiality agreement. All confidential information, including notes written by individual members in connection with their work on behalf of the Committee, is subject to the provisions of Ontario's Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 and may be subject to disclosure in accordance with the Act.

No member of the Committee shall disclose or publicize any information related to the work of the Committee, including the content of any of its discussions, advice or recommendations, unless the member has received prior written authorization to make a specific disclosure.

OWNERSHIP OF COMMITTEE MATERIALS

All confidential information, including all work materials produced by the committee, shall be and remain the sole property of NWÖHT. Committee materials are not to be shared outside of the organization, including with other committees/councils, unless there is expressed permission to do so.

ESTABLISHMENT OF SUBCOMMITTEES/WORKING GROUPS

The Committee may establish time-limited working groups to provide reports and recommendations to the Committee on specific issues on specific priorities set by the Committee. Working group membership may overlap with Committee membership as appropriate.

AMENDMENTS TO TERMS OF REFERENCE

These Terms of Reference will be reviewed after one year, and every two years thereafter and may be amended by NWÖHT.

SCHEDULE E TERMS OF REFERENCE FOR PHYSICIANS AND NURSE PRACTITIONERS CLINICAL COUNCIL [PNPCC]

Physicians and Nurse Practitioners Clinical Council.

The Team Members will recognize a Physicians and Nurse Practitioners Clinical Council ["PNPCC"], which will provide advice directly to the Collaboration Council and appropriate subcommittees and working groups. Four members of this Council will serve as voting members of the Collaboration Council. The council will act as a liaison and ensure that the voice of primary care and specialist care providers is represented at the Collaboration Council.

This includes acting in a Medical Advisory capacity as needed, to establish or confirm best medical practices. It will seek out colleagues with subject matter expertise on issues that require it.

The council will be composed of 13 members:

- 4 specialist physicians from North Bay including 1 surgical, 1 medicine, and 1 psychiatrist
- 4 family medicine physicians from North Bay
- 2 physicians from West Nipissing
- 1 physician [or Nurse Practitioner] from Powassan and area
- 1 Indigenous Health physician, Nurse Practitioner or Traditional Healer
- 1 Nurse Practitioner

*The membership will include Francophone representatives.

*The membership of the PNPCC will elect its own chair.

*The PNPCC will nominate a physician co-chair for the Collaboration Council.

*The PNPCC will assign four members as members of the Collaboration Council.

SCHEDULE F PROCESS FOR IMPLEMENTATION OF PROJECT

1. Implementation.

- (a) The Collaboration Council shall:
 - (i) identify one or more initiatives, programs, and/or services as an opportunity for collaboration [each a **“Project”**];
 - (ii) develop a plan for each Project and, in doing so, be guided by the shared vision, guiding principles, values, and commitments of the Framework and the principles and requirements set out in paragraphs 2 and 0 of this Schedule. Each Project plan shall set out relevant considerations, terms, and conditions for the specific Project; and
 - (iii) where appropriate, develop a specific Project Agreement, consistent with the plan, setting out the details of each Project, including clear and transparent accountabilities. This governs each Project unless a Project Agreement provides otherwise.
- (b) 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.
- (c) The participating Team Members [and any other participants] will approve and execute a Project Agreement in accordance with its own delegation of authority.
- (d) Each Team Member shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.
- (e) 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.

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 other participants if applicable], and its accountabilities and responsibilities;
- (b) specific strategic objectives and performance measures;

- (c) costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs;
- (d) human resource considerations;
- (e) reporting and audit compliance requirements;
- (f) required third-party approvals;
- (g) intellectual property rights and responsibilities;
- (h) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;
- (i) dispute resolution provisions if the provisions of the Framework are not to apply;
- (j) term, termination, withdrawal, and expulsion from the Collaboration, and consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of the Collaboration; and
- (k) liability, indemnification, and insurance requirements.

3. Costs and Financial Contributions.

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

- (a) allocation of costs are to be guided by principles of equitable allocation;
- (b) the direct cost of all shared positions [or termination of any shared positions] shall be allocated on a proportional basis, which may be based on time spent or respective budgets;
- (c) the Team Members will in good faith negotiate and agree to mid-year adjustments to reflect changes in the scope of services provided during the year; and
- (d) financial contributions and methodology of cost allocation will be reviewed annually.

SCHEDULE G 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 shall refer it to the Collaboration Council.
2. 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 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 the Framework in accordance with paragraph 15[b] of the Framework.

SCHEDULE H PROCESS FOR EXPULSION

1. All of the Collaboration Council members, other than the member representing the Team Member at issue, must unanimously agree that expulsion is advisable.
2. Following such agreement, the Collaboration Council members referred to in paragraph 1 shall, in writing, notify the Team Member at issue that it intends to recommend its expulsion to the other Team Members.
3. If reasonable in the circumstances, as determined by the Collaboration Council members referred to in paragraph 1, 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.
4. 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 paragraph 1 such Collaboration Council members shall make a recommendation for expulsion to all of the other Team Members.
5. The Team Members, other than the Team Member at issue, shall consider the recommendation referred to in paragraph 4 and all such Team Members must in writing through their authorized signatories, agree to the expulsion. Upon such written agreement, this Framework shall be deemed amended to remove the expelled Team Member as a party.
6. Submission to the dispute resolution procedures under 0 of this Framework shall be a pre-condition to expulsion.

APPENDIX 1 – DECISION MAKING MODEL

Nipissing Wellness Ontario Health Team Collaborative Decision-Making Agreement

We are updating our Decision-Making Model as required. Please follow this link to view the most current version of the illustration.

nipissingwellness.ca/our-vision/#model