

**Joint Collaboration Agreement**  
**between**  
**London Health Sciences Centre**  
(hereafter referred to as “LHSC”)  
**and**  
**St. Joseph’s Health Care, London**  
(hereafter referred to as “St. Joseph’s”)

**IN CONSIDERATION** of the mutual covenants and other good and valuable consideration contained herein, the parties covenant and agree to jointly govern and manage all existing and future voluntary arrangements and relationships through the processes, practices and principles defined in this Agreement.

**Approved during separate meetings by the Board of Directors:**  
**April 25, 2016 Board of Directors of St. Joseph’s**  
**April 27, 2016 Board of Directors of LHSC**

# Joint Collaboration Agreement

## Table of Contents

Preamble .....	1
1. Fundamental Guiding Principles and Commitments .....	1
2. Board Practices .....	2
3. Role of Joint Collaboration Committee .....	2
4. Collaboration Expectations of CEOs .....	4
5. Integrated Senior-Leader Positions .....	5
6. Joint Functions, Collaborative Initiatives and Shared Services .....	6
7. General Provisions .....	7
Schedule 1: Principles for the Relationship of London's Hospitals .....	10
Schedule 2: Expectations of Persons Holding an Integrated Senior Position.....	11
Schedule 3: Guiding Principles for Resource Allocations for Shared and Integrated Arrangements.....	12
Schedule 4: Joint Collaboration Committee Terms of Reference.....	13
Schedule 5: Definitions.....	15

## Preamble

This Joint Collaboration Agreement (hereafter referred to as the “Agreement”) defines the terms and conditions under which London Health Sciences Centre and St. Joseph’s Health Care, London (the “parties”) will jointly govern and manage all existing and future voluntary arrangements and relationships between the two hospital corporations, as represented by their Boards of Directors (the “Boards”). The history of collaboration initiatives are documented in detail on each Board website and highlight the significant efforts and achievements that have been made through collaboration between LHSC and St. Joseph’s. These achievements demonstrate the value of shared beliefs and working collaboratively towards the development of the best integrated system of care between the hospitals and for the community and region.

## 1. Fundamental Guiding Principles and Commitments

Decisions and actions taken by the parties, within the scope of this Agreement, will be guided and constrained by the following principles and mutual commitments:

- 1.1 The parties are and will remain separate and distinct corporations under the Public Hospitals Act of Ontario. Each party maintains distinct and existing ownership of its own assets including: its property, facilities, equipment, inventories, financial resources and liabilities, and intangible assets including intellectual property. Each Board of Directors retains its own separate and distinct responsibility to govern and direct the business of its respective hospital corporation subject to the terms of this Agreement.
- 1.2 The parties acknowledge the mutual benefit of continuing to work closely together to ensure, the organizations are meeting the hospital-based patient care needs of London/Middlesex and specialty hospital support to South Western Ontario. The parties will continue to work together with their academic partners to maintain London as a leading centre for academic health sciences, and to pursue opportunities to improve the health system with the healthcare partners.
- 1.3 The parties acknowledge their commitment to govern and manage their existing and future collaborations, arrangements and relationships within the *Principles for the Relationship of London’s Hospitals*<sup>1</sup> which are reproduced in Schedule 1 of this Agreement.
- 1.4 The parties acknowledge and commit to keeping each other informed of any developments, issues or concerns that arise that may be associated with or impact on this Agreement. The parties acknowledge and commit to protecting confidential information<sup>2</sup> that is shared between their respective Boards of Directors.

---

<sup>1</sup> The term “London’s Hospitals” is a phrase that is commonly used to collectively refer to LHSC and St. Joseph’s.

<sup>2</sup> The term “confidential information” refers to confidential, proprietary or privileged information, associated  
Footnote Continued on next page.

## 2. Board Practices

### Cross-Board Representatives

- 2.1 The Boards of Directors of LHSC and St. Joseph's will continue to have the discretion to invite a representative of the other party's Board to attend and participate in its Board meetings. An Elected Director of each Board will serve as a non-voting observer (with voice) of the other Board. Observers are expected to attend all meetings.

### Board Member Orientation/ Ongoing Education

- 2.2 The Boards agree to introduce new Board members on both Boards to the range and nature of the various voluntary collaborations, arrangements and relationships that exist between LHSC and St. Joseph's, this Agreement, and the work of any Joint Committees and Task Groups.

### Respective Organization Decision-making

- 2.3 The parties acknowledge and respect the unique aspects of governance, care models, ethical frameworks, and value based decision-making mandates of each organization.
- St. Joseph is a faith based Catholic Hospital, which is accountable to the St. Joseph's Health Care Society and is committed to operating within the framework defined by the Catholic Health Association of Canada Health Ethics Guide. Further, it is acknowledged that St. Joseph's has the right and obligations to inform, liaise and consult with the St. Joseph's Health Care Society on any matter related to this Agreement or any matter that might influence the relationship between the two parties.

## 3. Role of Joint Collaboration Committee

- 3.1 The Joint Collaboration Committee (hereinafter referred to as the "Joint Committee") will consist of six voting members, with three members from each party's Board, and one member from each Board serving in the capacity of co-chair. Voting membership includes: the Board Chair, a Board Vice-Chair and one other Board Member from each party. Ex-officio, non-voting membership includes: the CEO of LHSC and the CEO of St. Joseph's. Each Board is responsible for determining how it appoints its own representatives, and may appoint an alternate to attend Joint Committee meetings whenever a regular member is not available to participate in any given meeting.

The CEOs are responsible for appointing an administrative support person to serve as the Committee's secretary.

- 3.2 The Joint Committee will act as a forum and have terms of reference that are regularly reviewed and ratified by both Boards of Directors as described in Schedule 4.

---

with this Agreement, that one Board shares with the other Board.

## Joint Collaboration Agreement

- 3.3 Recommendations of the Joint Committee are not binding upon and are of no effect until ratified by both Boards. Copies of all Joint Committee minutes, presentation materials and reports prepared for the Joint Committee will be provided to or be accessible by members of the LHSC and St. Joseph's Boards of Directors prior to the Boards being asked to ratify the associated decisions of the Joint Committee.
- 3.4 Should the Joint Committee identify opportunities to improve or to expand the scope of this Agreement and recommend appropriate changes or revisions to this Agreement, such changes or revisions will only become effective once they are ratified by both Boards of Directors.

### Review of Agreement

- 3.5 Each party agrees to initiate a review of the effectiveness and suitability of this Agreement should one of the following circumstances occur:
- Either Board has passed a motion requesting a formal review of this Agreement, and has provided written notice to the Board Chair of the other Board with an explanation of the reasons for requesting such a review;
  - A review has not occurred by June 30, 2020.
- 3.6 The Joint Committee will be tasked with undertaking any review that is initiated under the terms of this Agreement and may engage an external consultant to assist in this process.
- 3.7 A copy of the review report will be presented to and discussed by both Boards, and the two Boards will separately decide on how to deal with the outcome of the review. The options available to the Boards include, but are not limited to the following:
- Should both Boards agree on proceeding, the Board Chairs will commission the Joint Committee to revise the Agreement based on the outcome of the review;
  - Should either Board decide to terminate one or more existing joint arrangements or terminate the entire Agreement, then the Board Chairs will initiate the process to terminate the arrangement(s) as described in paragraph 3.8.

### Termination of Agreement

- 3.8 The Joint Committee will initiate a suitable process to manage the termination or significant changes to any integrated senior leader positions, joint functions and/or shared services along with this Agreement within 30 days of one of the following situations occurring:
- A provincial directive or statute effectively disbands this Agreement or makes the continuation of this Agreement impractical;
  - An event or development, outside the control of the parties, leads the parties to jointly agree to terminate existing integrated positions, joint functions and/or shared services, or this Agreement;
  - The outcome of a review occurs when at least one party has decided to terminate any existing integrated positions, joint functions or shared services, and this Agreement.

## Joint Collaboration Agreement

### Conflict Identification and Resolution Process

- 3.9 Because of the complexity of the operations of the parties and the close collaborative relationships, conflicts will naturally arise. Both parties are committed to establishing and utilizing processes to minimize conflicts, and to identifying and resolving conflicts quickly. Both parties acknowledge the need to establish mechanisms designed to minimize the occurrence of various types of conflicts, early identification of conflicts when they occur, and to effectively resolve any conflicts in a timely manner.
- 3.10 It is the expectation of the parties that most conflicts that arise between the hospitals will be resolved by the two CEOs. It is the responsibility of each CEO to ensure that a suitable conflict identification and resolution process is used by hospital leadership to identify and resolve conflicts associated with the operations of the two hospitals. To the extent the two CEOs are not able to resolve the conflict, they may refer the conflict to the Joint Committee for resolution.
- 3.11 The Joint Committee is responsible for developing its own conflict resolution process that it will use to resolve any conflicts referred to it by each or both CEOs or by the parties.
- The Joint Committee will serve as the conflict resolution panel for conflicts that are forwarded to the Joint Committee by either CEO, or arise between the two parties outside the responsibilities of the CEOs. Alternatively, the Joint Committee may choose to use an external mediator to assist in resolving the conflict. If the Joint Committee is unable to resolve the conflict, the issue will be referred to each Board of Directors for decision on the issue or to determine the means by which the issue will be resolved.
- 3.12 Once a conflict has been resolved, both CEOs will ensure that the circumstances and cause(s) of the conflict are reviewed in order to learn from the experience and implement improvements designed to avoid a similar conflict occurring in the future.
- 3.13 To the extent Integrated Vice Presidents identify they are in a conflict they must bring this conflict to the attention of both CEOs. If necessary, the above process outlined in 3.10 – 3.12 will be followed.

## 4. Collaboration Expectations of CEOs

- 4.1 The CEOs will support and promote each other's Board's achievements and plans with reference to collaboration.
- 4.2 The CEOs will develop key metrics relating to the achievement of the collaboration objectives which will be presented and endorsed by the Joint Committee and approved by respective Boards of Directors.
- 4.3 The CEOs will prepare an annual summary of performance against collaboration objectives for presentation to the Joint Committee. This material will be used as part of each CEO's performance evaluation.
- 4.4 The CEOs will consult and jointly agree on any changes to or the creation of any new integrated positions below the Vice-President level.

## Joint Collaboration Agreement

- 4.5 The CEOs will jointly complete performance reviews for all Integrated Senior Leader Positions every two years.
- 4.6 Each CEO is will serve as a non-voting observer (with voice) of the other hospital's Board of Directors meetings. CEOs are expected to attend all meetings.

### 5. Integrated Senior-Leader Positions

This section applies to the integrated senior leader positions and all integrated positions.

- 5.1 An integrated position is created when the parties agree to create a single position that:
- has similar responsibilities, authorities, accountabilities and duties in LHSC and St. Joseph's; and,
  - exists as the similar position in the organization structure of each hospital.  
A person holding an integrated position acts for both parties when fulfilling her/his job duties and responsibilities.

Each integrated senior leader position is accountable for providing leadership that is consistent with the practices of both parties, and for ensuring that the joint function(s), collaborative initiatives and/or shared service(s), under her/his authority, are managed to the mutual benefit of both parties. Every integrated position is accountable to both the CEO of LHSC and St. Joseph's for complying with the expectations described in Schedule 2, to identify any conflicts that may arise, and for following the established conflict resolution process.

- 5.2 The parties agree that integrated positions are created and maintained for the mutual benefit of both parties based on the following principles and guidelines:
- An integrated position contributes to better integration of research, education, patient care or administrative functions between the parties;
  - An integrated position ensures consistent direction and leadership of a joint function, collaborative initiative or shared service;
  - An integrated position can be realistically staffed by one person, avoids unnecessary duplication of roles, and makes effective use of scarce leadership or professional staff members among the parties.
- 5.3 Each person holding an integrated position will be officially employed by one of the parties who will act as that person's employer, payroll and benefits administrator, and provide the required administrative support services. The cost of integrated positions, along with related administrative and office expenses, will be shared between the two parties based on a cost sharing arrangement reviewed by the Joint Committee. Schedule 3 sets out the principles that have been used to establish the existing arrangement and process to evaluate the cost sharing of integrated positions and departments. This Schedule is to be reviewed and approved by both CEOs and both CFOs on an annual basis.
- 5.4 The parties will assess the suitability of continuing with any integrated senior leader position whenever one or more of the following circumstances occurs:

## Joint Collaboration Agreement

- Whenever an integrated senior leader position is included as a normal part of a review of the corporate organization structure, of either party or both parties;
- Whenever the incumbent of an integrated senior leader position departs the organization due to a resignation, retirement or termination;
- Should either party have concerns regarding the performance of the individual, who is in an integrated senior leader position, with respect to the expectations described in Schedule 2;
- Should either Board pass a motion requesting a formal review of the future of one or more integrated senior leader positions.

The scope of the assessment of continuing one or more integrated positions will be determined, by mutual consent of both parties, at the beginning of each assessment.

- 5.5 In the event of discontinuance or termination of an integrated senior leader position, an organizational structure review will be conducted to determine the most appropriate way to allocate the associated duties to existing or new positions in the organizational structure of each party. Should there be an incumbent, the individual will remain an employee of the designated employer. Should there not be suitable employment, the individual will be handled in accordance with the individual's employment agreement and respective hospital policy.

## 6. Joint Functions, Collaborative Initiatives and Shared Services

- 6.1 The parties re-affirm that joint functions<sup>3</sup>, collaborative initiatives and shared services<sup>3</sup> are created and maintained for the mutual benefit of both parties based on the following principles and guidelines:
- A joint function or shared service improves the delivery or coordination of patient care, research or education in a more effective, efficient, or timely manner;
  - A joint function or shared service improves the quality, effectiveness, efficiency, or timeliness of a corporate administration or support service for both parties;
  - A joint function or shared service is the most cost-effective way to deliver consistent “one-stop” support to other integrated functions and shared services, or to support and deliver a standard set of administrative processes and services to the leadership or boards of both parties;
  - A shared service is the most appropriate way to deliver a range of services to both parties and other organizations, in a cost-competitive manner, while matching the quality and timeliness expectations for these services;
  - A joint initiative will uphold the unique missions and values of each organization;
  - A joint initiative will have clear accountabilities established with each organization;

---

<sup>3</sup> See Schedule 5 for a complete set of definitions of the terms, including the definition of joint functions, collaborative initiatives and shared services.



## Joint Collaboration Agreement

- A joint initiative will require each organization to maintain separate financial plans, budgets and statements; and separate financial policies, controls and approval processes;
  - A joint initiative will not make one organization liable for obligations incurred by the other;
  - A joint initiative will be reviewed periodically as identified in the documentation or every five years if not defined.
- 6.2 The annual cost of a joint function is divided on a mutually agreed upon cost-sharing arrangement between the two parties as described in Section 5.3. The individuals working in a joint function may either be employed by one party, or both parties within a framework established for a particular joint function.
- 6.3 The cost of a shared service is based on a form of a pricing structure that reflects the volume of services provided to each party. The individuals working in a shared service may either be employed by one party, or both parties within a framework established for a particular shared service.
- 6.4 The parties will assess the suitability of continuing with any joint function or shared service whenever one or more of the following circumstances occurs:
- Whenever a joint function or shared service is included as a normal part of a review of the corporate organization structure of either party or both parties;
  - Should either CEO or the Joint Committee have concerns that a joint function or shared service is not meeting the needs of one of the parties;
  - Should either Board pass a motion requesting a formal review of the future of one or more joint function or shared service.
- The assessment will be directed by both CEOs and the outcome will be presented to the Joint Committee, which will forward its recommendation to both Boards for a final decision. The scope of the assessment will be approved by the Joint Committee before the start of an assessment.
- 6.5 In the event of discontinuance or termination of a joint function or shared service, both CEOs will oversee the development of a plan to transition the impacted functions and services back into the organizational structure of each party.

## 7. General Provisions

- 7.1 This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 7.2 In the event that any covenant or provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any Court, arbitrator or tribunal of competent jurisdiction, the parties hereto acknowledge and agree that such invalidity or unenforceability will attach only to such provision or part of such provision, and the remaining part of such provision and all other provisions of this Agreement will continue in full force and effect.

## Joint Collaboration Agreement

- 7.3 Any notice to be made or given in connection with this Agreement will be made in writing and delivered, by personal delivery, registered mail or courier, and addressed to the Board Chair of the other party at the official corporate address of that hospital.
- 7.4 This Agreement may not be amended except in writing signed by each of the parties.
- 7.5 The Joint Committee will undertake reviews required under this Agreement or referred to the Joint Committee by the two Boards, and will recommend revisions to this Agreement as appropriate.
- 7.6 The parties will separately ensure that the Integrated Senior Leaders are covered under each hospital corporation's liability insurance. The parties are separately responsible for the liability of the Integrated Senior Leaders' decisions, actions and behaviour that relate primarily to the business of that hospital. Should there be a claim of liability for a matter that involves both hospital corporations, each party shall share any cost not covered by liability insurance using the cost sharing formula described in Section 5.3.

## Joint Collaboration Agreement

### Commitment to Joint Collaboration Agreement

**IN WITNESS WHEREOF** the parties have executed this Agreement as of this \_\_\_\_ day of May 2016 at London, Ontario.

\_\_\_\_\_  
Witness

*original is signed*

\_\_\_\_\_  
Tom Gergely Board Chair LHSC  
I have Authority to bind the Corporation

\_\_\_\_\_  
Witness

*original is signed*

\_\_\_\_\_  
Philip Griffin, Board Chair St. Joseph's  
I have authority to bind the Corporation

### Schedule 1: Principles for the Relationship of London's Hospitals

1. We will drive decisions based on evolving patient-care needs of the communities we serve, understanding that community includes not only London but the Southwestern Ontario region and a more extensive specialty referral population.
2. We will establish partnerships to enable a network of health care providers that ensures comprehensive, seamless patient-centered care.
3. We will participate in the creation of a shared delivery system where the right care is provided at the right time, in the right setting, with the right resources.
4. We will enhance the national and international academic and research excellence that exists in London and build on the foundation to ensure long-term success.
5. We will enhance the economic future of London and region by encouraging new health related industries and by mining the health care expertise in the community.
6. We will provide excellent, affordable, efficient services within available resources.
7. We will use evidence-based material to make decisions to deliver the optimum services leading to improved health in our community. Evaluation factors will include, but will not be limited to: quality of care, volume of care and cost of care, community need, risk assessments, and patient care outcomes.
8. We will optimize the use of viable existing physical resources within the health care systems that we own, and will encourage the use of all viable physical resources across the broader health care system.
9. Each Hospital will continue to own, manage, operate, and conduct the affairs of its respective facilities and specific personnel in accordance with its mission, values, and agreements.
10. The Hospitals wish to plan for and ensure strategic planning, joint service arrangements, and joint systems to better serve their patients and the community.
11. We will include other hospitals and community agencies to enhance the care, teaching and research mission.
12. We will, within the constraints of available resources, share knowledge and people to optimize the contributions of our very valuable human resources to achieve excellence in health care services, education and research.

*Established: 1997, Revised 2016*

## Schedule 2: Expectations of Persons Holding an Integrated Senior Position

Every person holding an integrated position is required to adhere to the following expectations and responsibilities:

- Adhering to and respecting the unique mission, vision, values, by-laws, strategic direction, culture, and policies of both parties including, when applicable, the CHAC Health Care Ethics Guide that applies to St. Joseph's and the Ethical Decision-making Framework that applies to LHSC.
- Recognizing and respecting the separate identities and cultures of each party.
- Working within the strategic and operational priorities of each party.
- Pursuing the common and shared goals and initiatives of both parties, including the common vision established for joint services/initiatives.
- Avoiding any unilateral action in shared plans, resource distributions, integrated services, or shared policy changes without consultation with and agreement of both parties.
- Objectively seeking out and sharing best practices for implementation to the benefit of both parties.
- Demonstrating objectivity and fairness in dealing with issues that impact both parties.
- Maintaining clear, consistent and timely communication within both parties.
- Maintaining visibility within both parties through attendance at significant internal and external meetings and events.
- Complying with the established, views and guidelines of each party when speaking on behalf of either or both parties.
- Openly identifying to both CEOs and the appropriate senior leaders when a decision being considered by one party may adversely affect or be in conflict with the position of the other party, and declaring any personal conflict of interest that might be associated with the topic under discussion.
- Serving as a role model for the collaborative relationships between the parties and with other partner organizations.

*Established: 1999, Revised 2016*

## Schedule 3:

# Guiding Principles for Resource Allocations for Shared and Integrated Arrangements

To help ensure respect for corporate legal boundaries, key guiding principles are used to evaluate all resource allocations (i.e. financial, goods and services, human resources, etc.) for shared and integrated arrangements between London Health Sciences Centre, St. Joseph's Health Care, London and all other affiliated entities:

### PRIMARY PRINCIPLES

- 1) To the extent that goods or services are provided between affiliated entities, the goods and services will be **fully costed** at current rates considering all capital and operating respects. Capital costs may include equipment, renovations, installation, moving, etc. Operating costs could include rent, training, service provision (e.g. Information Technology Services, Human Resources, etc.) and supplies. These costs will be fully costed at the onset of all shared arrangements.
- 2) All cost sharing or cost allocation arrangements are to be determined based on the **fair market value** (current replacement cost) of goods or services being received/provided.

### SECONDARY PRINCIPLES

- 1) If external fair market value information is not readily available, then internal data (including but not limited to operating statistics, headcount, other qualitative/quantitative indicators, etc.) will be used to determine appropriate cost drivers and allocations.
- 2) All cost sharing arrangements (i.e. service agreements, joint ventures, etc.) will be documented in the form of a written, formal agreement that is authorized by each party to the agreement. The agreement shall include the following:
  - The type, quantity and quality of service or goods;
  - Pricing mechanisms;
  - Cost allocation mechanisms;
  - Confidentiality arrangements;
  - The apportionment of risks (including risks related to under or over provision of service; and,
  - A dispute resolution process for any disagreement arising over the terms or implementation of the agreement.
- 3) All agreements will be periodically reviewed for appropriateness on a basis consistent with the nature and terms of the agreement.

*Established: 2010, Revised 2016*

## Schedule 4: Joint Collaboration Committee Terms of Reference

### Purpose

Accountable to the Boards of Directors of London Health Sciences Centre (LHSC) and of St. Joseph's Health Care, London (St. Joseph's), the Joint Collaboration Committee (JCC) governs and manages all existing and future voluntary arrangements and relationships between the two hospital corporations, as represented by their respective Boards of Directors.

### Key Responsibilities

The JCC is responsible for administering the Joint Collaboration Agreement (JC Agreement) between the Hospitals, by:

- Providing advice to each Board relating to collaborative initiatives and orientation of new Board members to those activities;
- Providing advice to each CEO with reference to collaborative initiatives;
- Ensuring the vision of collaboration is being achieved and positive outcomes are being attained, including ongoing support of joint ventures and other related collaborative initiatives;
- Receiving updates from both CEOs relating to ongoing collaboration efforts and performing assessments on sustaining and further developing initiatives among London's Hospitals and other community health service providers;
- Review and recommend a set of metrics to monitor performance of the objectives and priorities as they relate to collaboration and integration with both CEOs;
- Ensuring each organization will undertake to develop a performance review for their respective CEO which includes key metrics relating to achievement of the collaboration objectives by the CEOs; Receiving an annual summary of performance against collaboration objectives by the CEOs.

### Reporting Relationship

- Board of Directors, London Health Sciences Centre
- Board of Directors, St. Joseph's Health Care, London

### Presiding Officer

- The JCC will be co-chaired by the Chairs of each of the hospital's Board of Directors. On an annual basis, the role of the Presiding Officer will be rotated from June to June between both organizations e.g. June 2016/17 St. Joseph's – June 2017/18 LHSC, and so on)

### Membership

The committee membership is composed of six voting members, with three members from each of the hospitals' Board of Directors.

## Joint Collaboration Agreement

### **Voting Members**

- LHSC Board Chair
- St. Joseph's Board Chair
- LHSC Board Vice-Chair
- St. Joseph's Board Vice-Chair
- One (1) LHSC Board Member
- One (1) St. Joseph's Board Member

### **Ex Officio, non-voting, Members**

- LHSC President and Chief Executive Officer
- St. Joseph's President and Chief Executive Officer

### **Support**

- Alternated annually between the Governance Offices of both hospitals
- Others as required by invitation of the co-chairs

### **Appointment of Members**

Each Board is responsible for determining how it appoints its representatives.

### **Quorum**

Quorum consists of a minimum of five (5) voting members participating in a meeting by person or by phone.



### Schedule 5: Definitions

This Agreement and the London's Hospitals Integrated Senior Leader Model incorporates a number of terms that are used to describe the various types of relationships between LHSC and St. Joseph's. Some of these types of relationships may also involve other academic and healthcare organizations that have partnership or affiliation agreements with LHSC or St. Joseph's. These terms are summarized below for ease of reference

**Aligned:** The term "aligned" is used to refer to situations where LHSC and St. Joseph's have agreed to adopt the same or similar policy, practice, process, protocol, standard, guideline etc. Although, LHSC and St. Joseph's often have their own official version for legal reasons, the content of aligned policies, practices, processes, protocols, standards, guidelines etc. are virtually identical with the objective of providing consistent direction to the staff of both hospital corporations.

**Collaboration:** The term "collaboration" is used to refer to a recursive process where two or more organizations work together to realize common goals by sharing knowledge, learning and building consensus.

A **collaboration initiative** may include the establishment of joint ventures, undertakings to jointly devote resources to third parties, temporary projects, etc.

**Integrated:** The term "integrated" is used to refer to a position that is common to LHSC and St. Joseph's. For an integrated position, the position description, job scope, and duties are identical for both parties, and the integrated position is formally recognized as being a part of the organization structure of both parties. Because of constraints in labour law, either LHSC or St. Joseph's acts as the employer of the incumbent of an integrated position.

- An example of an integrated position is the Integrated Vice President of Medical Affairs & Medical Education.

**Joint:** The term "joint" is used to identify a common mechanism that has been established between both parties for working together to perform the identical functions. Several types of joint mechanisms can exist between the two parties including the following:

- A **joint assignment** refers to a situation where an individual is engaged, for a limited period, to carry out an assignment on behalf of both parties.
- A **joint committee** has an ongoing term of reference and membership appointed by both parties. A joint committee meets and works together to exchange information, coordinate activities, address issues and make decisions that are of mutual interest to both parties. An example is the Joint Senior Leadership Committee.
- A **joint department or program** is a formally structured academic, clinical or support department/program that provides the same functions for both organizations, is recognized within the organizational structures of both parties, and is funded by both parties. A joint department is normally headed by a joint

## Joint Collaboration Agreement

leadership position or a shared leadership position. An example of the joint department is the Medical Affairs Department.

- A **joint function** (which may be an academic, clinical or support department/program, committee, task group or venture) consists of a single organizational group, managed by an integrated position, which provides essentially the same set of services or functions to both parties.
- A **joint task group** or **joint project**, has a time limited terms of reference, consisting of staff appointed by both parties, who work together to develop a common approach or solution that will be followed by both parties. An example is the joint project to develop a pandemic influenza plan for London Hospitals.
- A **joint venture** refers to an enterprise undertaken jointly by LHSC and St. Joseph's (and possibly other organizations) with each member organization retaining its separate identity and control over their portion of the enterprise. A joint venture has its own agreement that defines the purpose and how the venture will be managed on behalf of the participating parties. An example is Lawson Health Research Institute.

**Shared:** The term “shared” is applied in situations where both parties share the same staff, service, or supplier. These are formal arrangements between the two parties with the goal of taking advantage of scarce staff, provision of common services, or economies of scale. The normal practice in these arrangements is for one of the parties to take the lead role. A shared arrangement can take one of the following forms.

- A **shared service** is used in the normal business context to refer to a single service group that provides a standard set of services to LHSC, St. Joseph's and perhaps other organizations. Normally a shared service is “owned” by one of the hospital organizations, which “sells” the service to the other organizations. An example of a shared service is Hospital Materials Management Services (HMMS).
- A “**shared supplier**” is a third party corporation, not owned by either LHSC or St. Joseph's, that is formally contracted to provide services to both parties. In these circumstances, the supplier has separate, but often identical, contracts with each party. Such arrangements are undertaken in order to achieve cost savings, or obtain consistent services between the two hospital organizations.