

**MEMORANDUM OF UNDERSTANDING (“MOU”)
dated as of ◇, 2009.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by
THE MINISTER OF HEALTH AND LONG-TERM CARE
(“MOHLTC”)**

-and-

**TRILLIUM GIFT OF LIFE NETWORK
(“NETWORK”)**

**TRILLIUM GIFT OF LIFE NETWORK
MEMORANDUM OF UNDERSTANDING**

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1.0 INTRODUCTION

1.1 Trillium Gift of Life Network

- 1.1.1 Trillium Gift of Life Network (the “Network”) is the Ontario Government’s chief advisor on matters relating to donation of Tissue for transplant.

1.2 Purpose

- 1.2.1 The purpose of this MOU is to:
- (a) Clarify the roles, responsibilities, relationships and mutual expectations of the MOHLTC (including the Minister and the Deputy Minister) and the Network (including the Chair, the Board and the CEO);
 - (b) Consistent with good governance principles, confirm the accountability mechanisms of the Network and the MOHLTC as well as the framework for accountability between the Chair of the Board and the Minister;
 - (c) Specify the principles and administrative procedures that the Network should follow in support of its accountability requirements, within a framework that recognises the legislative responsibilities of the Network and facilitates the achievement of its mandate.
- 1.2.2 The MOHLTC and the Network shall act according to the responsibilities set out for each other in this MOU.
- 1.2.3 This MOU does not affect, modify or interfere with the responsibilities of either Party as established by law. In the event of a conflict between the provisions of this MOU and a provision of any legislation, the legislation prevails.
- 1.2.4 This MOU replaces the Memorandum of Understanding between the Parties dated March 2002.

1.3 Definitions

In this MOU, in addition to any other terms defined herein, the following terms shall have the respective meanings indicated below:

“**Act**” means the *Trillium Gift of Life Network Act*, as amended from time to time, or any legislation enacted in addition to or in substitution for it, and any regulations made under it.

“**AEAD**” means the MBC Agency Establishment and Accountability Directive dated February 2000.

“Annual Business Plan” means the annual business plan described in section 6.2 of this MOU.

“Annual Report” means the Network’s annual report as described in section 6.3 of this MOU.

“Board” means the board of directors of the Network.

“CEO” means the Chief Executive Officer of the Network.

“Chair” means the Chairperson of the Network Board.

“CIB” means the Communications and Information Branch of the MOHLTC.

“Deputy Minister” means the Deputy Minister of Health and Long-Term Care.

“Designated Facility” means hospital, health facility, or other entity designated as a member of a prescribed class of facilities under section 8.2 of the Act.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, 1990* (Ontario) as amended.

“Government” means the Government of Ontario.

“IPC” means the **Information and Privacy Commissioner/Ontario**.

“MBC” means Management Board of Cabinet.

“Minister” means the Minister of Health and Long-Term Care.

“MOHLTC” means the Ministry of Health and Long-Term Care.

“MOU” means this Memorandum of Understanding as amended from time to time.

“Network” means the Trillium Gift of Life Network, a corporation established under the Act.

“Party” means either the Network or the MOHLTC; and **“Parties”** means both of them.

“PHIPA” means the *Personal Health Information Protection Act, 2004*, as amended from time to time.

“Personal Information” means

- (a) personal information as defined in Subsection 2(1) of the FIPPA, and
- (b) personal health information as defined in Section 4 of the PHIPA.

“PSOA” means the *Public Service of Ontario Act, 2006*, as amended from time to time.

“Revenue” includes all money or money’s worth received by the Network whether by grant, gift, contribution, income, profit or otherwise.

“TB/MBC” means Treasury Board; and Management Board of Cabinet.

“Tissue” has the same meaning as it does in the Act, namely “a part of a living or dead human body and includes an organ but, unless otherwise prescribed by the Lieutenant Governor in Council, does not include bone marrow, spermatozoa, an ovum, an embryo, a foetus, blood or blood constituents.”

1.4 Network’s Legislative Authority

- 1.4.1 The Network was established as a corporation on February 27, 2001, when Part II.2 of the Act was proclaimed in force. The members of the Network’s founding Board were appointed by the Lieutenant Governor in Council on March 5, 2001.
- 1.4.2 The Network is a designated “institution” as that term is defined in FIPPA, and as such the Network is required to carry out its business and operations in accordance with FIPPA.
- 1.4.3 The Network is prescribed in Ontario Regulation 374/07 made under the PSOA as a “public body” for the purposes of the PSOA. As a public body, the Network’s Board and employees are public servants to which Parts IV (Ethical Conduct), V (Political Activity) and VI (Disclosing and Investigating Wrongdoing) of the PSOA apply. With respect to conflict of interest, the Network is subject to the conflict of interest rules in O.Reg. 381/07 made under the PSOA, unless the Conflict of Interest Commissioner has approved conflict of interest rules for the Network under section 59 of the PSOA.

1.5 Network Status and Agency Classification

- 1.5.1 The Network is a corporation without share capital. The Network is not subject to the *Corporations Act* or the *Corporations Information Act*.
- 1.5.2 The Network is designated as an “Operational Service Agency” under the AEAD, and is subject to and shall comply with TB/MBC directives required by section 15.5 of this MOU, and any guidelines and policies related to those directives.
- 1.5.3 Where TB/MBC or any body with the authority to make directives that are binding on the Network specifically exempts the Network from a directive which applies to the Network, in order for the exemption to the directive to apply to the Network, the MOHLTC must communicate the exemption in writing to the Network.
- 1.5.4 Should MBC consult with MOHLTC on new directives or changes to existing directives applicable to an Operational Service Agency, or any other directive that may impact the Network, MOHLTC will notify the Network in writing, if MOHLTC is able to do so, to obtain the Network’s feedback.

- 1.5.5 In the event of an inconsistency between the TB/MBC directives and a provision of any legislation, the legislation prevails.
- 1.5.6 The Network shall comply with all applicable laws in carrying out its duties and responsibilities under the Act and this MOU.
- 1.5.7 The Network exercises its powers and performs its duties in accordance with its legislative mandate. The Network, while accountable to the Minister through the Chair, operates as a separate entity from the MOHLTC. For greater certainty, the Network is not an agent of the Crown as provided under subsection 8.7(3) of the *Trillium Gift of Life Network Act*.

1.6 Network's Mandate and Responsibilities

- 1.6.1 The legislative mandate and the objects of the Network are as follows:
- (a) To plan, promote, co-ordinate and support activities relating to the donation of Tissue for transplant and activities relating to education or research in connection with the donation of Tissue;
 - (b) To co-ordinate and support the work of Designated Facilities in connection with the donation and transplant of Tissue;
 - (c) To manage the procurement, distribution and delivery of Tissue;
 - (d) To establish and manage waiting lists for the transplant of Tissue and to establish and manage a system to fairly allocate Tissue that is available;
 - (e) To make reasonable efforts to ensure that patients and their substitutes have appropriate information and opportunities to consider whether to consent to the donation of Tissue and to facilitate the provision of that information;
 - (f) To provide education to the public and to the health care community about matters relating to the donation and use of Tissue and to facilitate the provision of such education by others;
 - (g) To collect, analyze and publish information relating to the donation and use of Tissue;
 - (h) To advise the Minister on matters relating to the donation of Tissue; and
 - (i) To do such other things as the Minister may direct.
- 1.6.2 Under the Act, the Network's powers include:
- (a) Setting requirements for Designated Facilities (section 8.9(2) of the Act);

- (b) Setting notice requirements for Designated Facilities upon the death or imminent death of a potential donor; (section 8.1(3) of the Act);
 - (c) Setting out circumstances where notice is not required (section 8.1(2) of the Act);
 - (d) Setting out the manner in which the patient or the patient's substitute is approached to obtain consent and the information sought and given to the patient or the patient's substitute (sections 8.1(5) and 8.1(6) of the Act);
 - (e) Requiring Designated Facilities to designate persons to perform such duties as may be required by the Network ("Designated Persons"), such as designating persons to act as in-hospital coordinators (section 8.3(2) of the Act);
 - (f) Setting out the requirements for Designated Persons at Designated Facilities (section 8.3(3) of the Act); and
 - (g) Setting out policies and procedures that Designated Facilities must establish and the requirements for these policies and procedures with which the Designated Facilities must comply (section 8.4 of the Act).
- 1.6.3 The Minister may issue written policy directions on matters relating to the exercise of the Network's rights and powers and the performance of its duties pursuant to section 8.12 of the Act.
- 1.6.4 Where under this MOU the Board is required to cause the Network or the CEO to act in any manner or perform any duty, or to account for the manner in which the Network has performed its responsibilities, the obligation of each member of the Board, including the Chair, shall be understood to be the duty to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances and act in good faith so as to cause the Network to comply with the requirements of this MOU. This section 1.6.4 does not derogate in any way from the good faith protection afforded to the Board under section 9(1) of the Act.

1.7 Duration of MOU

- 1.7.1 Subject to the requirement for approval by TB/MBC, this MOU shall take effect on the date of the Minister's signature as last party to execute it, and shall be in effect for five years. The Parties shall undertake their best efforts to renew or revise this MOU prior to its expiry date.
- 1.7.2 This MOU shall remain in effect until a subsequent replacement memorandum of understanding that has first received the approval of TB/MBC has been entered into by the Parties under section 1.8.

1.8 Process for Review and Amendment

- 1.8.1 If a new Minister or Chair takes office before this MOU expires, a review of this MOU must be undertaken unless both the Minister and Chair affirm in writing that the MOU will continue in force without a full review.
- 1.8.2 Either party may initiate a full review of this MOU by a written request to the other.
- 1.8.3 Either party may initiate an amendment to this MOU by sending a written request to the other.
- 1.8.4 No amendment to this MOU shall be effective unless in writing and signed by the Parties and approved by TB/MBC.
- 1.8.5 A full review of this MOU will be initiated six months prior to its expiry or immediately in the event of a significant change to the Act.

1.9 Review of the Network

- 1.9.1 The Network is subject to review initiated at the discretion and direction of the Minister or TB/MBC. The Network shall co-operate with a review directed by the Minister or TB/MBC if any.
- 1.9.2 In requiring a review under section 1.9.1 of this MOU, the Minister or TB/MBC, as the case may be, shall determine the timing and responsibility for conducting the review, the roles of the Chair and the Deputy Minister, and how any other parties shall be involved.
- 1.9.3 The Minister or TB/MBC may direct that a review of the Network that may include the following matters:
 - (a) Mandate;
 - (b) Aims and objectives;
 - (c) Performance measurement systems;
 - (d) Impact on clients, stakeholders and the public;
 - (e) Organizational structure;
 - (f) Management systems, practices, policies and procedures;
 - (g) Information systems, practices, policies and procedures;
 - (h) Reporting relationships and reports;
 - (i) Budgeting and financial systems, practices, policies and procedures; and

- (j) Human resources and human resource management systems, practices, policies and procedures.
- 1.9.4 In the event of a review initiated at the direction of the Minister, the Minister shall submit any recommendations regarding the Network to TB/MBC for approval.
- 1.9.5 The resulting recommendations of the periodic review may include options for changes to the mandate, consolidation or termination of the Network.
- 1.9.6 Subject to the discretion and direction of the Minister or TB/MBC, the Network shall undertake an external third party review of its operations in order to evaluate whether its operations are fulfilling its mandate.

2.0 GUIDING PRINCIPLES

- 2.0.1 The principles outlined below have guided the identification of the respective roles and responsibilities of the MOHLTC and the Network under the accountability relationship between them.

2.1 Policy Directions and Implementation

- 2.1.1 The Minister represents the interests of the people of Ontario and is responsible for setting the vision for the healthcare system and for the strategic policy formulation within the health system.
- 2.1.2 The Board shall be responsible for the formulation of the operational policy of the Network. The Board shall require the Network's strategic, business and operational plans, policies and activities to be consistent with any Government and MOHLTC policy directions that have been communicated to it in writing by the Minister.

2.2 Operations of the Network

- 2.2.1 The Minister recognizes that the Network is a statutory entity that exercises powers and performs duties in accordance with its legislative mandate and applicable law.
- 2.2.2 The Network operates separately from the MOHLTC and the affairs of the Network are under the management and control of the Board. The Network shall be responsible for its day to day operations.
- 2.2.3 The Board acknowledges that accountability is a fundamental principle to be observed in the management, administration and operations of the Network. The Board acknowledges that accountability to the Government means direct accountability to the Minister. The Board shall report to, and communicate with, the Minister through the Chair.

2.3 Management Principles

- 2.3.1 As an agency of the Government, the Network will conduct itself according to the management principles of the Government. These principles include ethical behaviour, accountability, and excellence in management, prudent, efficient and lawful use of public resources, equitable access to high-quality service; openness and transparency to the extent allowed under the applicable legislation.
- 2.3.2 Ongoing consultation and timely exchange of information between the Minister and MOHLTC, on the one hand, and the Board and Network, on the other, is essential to carry out the purposes of this MOU.

3.0 ACCOUNTABILITY FRAMEWORK

- 3.0.1 The governance model for the Network incorporates an accountability relationship designed to assure Government policy control and oversight of the Network, while providing the Network with the flexibility required to manage its business and operations.

3.1 Minister

- 3.1.1 The Minister is accountable to the Legislative Assembly for the Network's fulfillment of its mandate and its compliance with applicable laws and its compliance with applicable Government policies and for reporting to the Legislature on the affairs, activities, and operations of the Network.
- 3.1.2 The Minister is accountable to the Cabinet for the performance of the Network and its compliance with applicable Government operational policies and Minister's written policy directions, and for taking corrective action as appropriate.

3.2 Deputy Minister

- 3.2.1 The Deputy Minister is accountable to the Minister for the performance of the MOHLTC in respect of this MOU and for carrying out the roles and responsibilities assigned to him/her by the Minister and by MBC Directives, and this MOU. The Deputy Minister is accountable for advising the Minister about matters pertaining to the Network and for assisting the Minister in meeting his or her responsibilities related to the Network.

3.3 Chair

- 3.3.1 The Chair is accountable to the Minister for the performance of the Network in fulfilling its mandate and for carrying out the roles and responsibilities assigned to it by the Act and other applicable legislation, this MOU and applicable TB/MBC Directives, as more specifically identified in the Ministry of Government Services' document entitled "Position Description -- Chair -- Operational Service and Operational Enterprise Agencies".

3.4 Board of Directors

- 3.4.1 Under section 8.11 of the Act, the Board oversees the management of the financial and other affairs of the Network. As provided under section 8.10 of the Act, the Board shall consist of a minimum of 10 and a maximum of 15 members, who are appointed by the Lieutenant Governor in Council.
- 3.4.2 The Board, through its Chair, is accountable to the Minister for the Network's use of public funds and for achieving results consistent with the Network's goals, objectives, and strategic directions as provided for in the Act and this MOU, and consistent with any MOHLTC policy directions that have been communicated to it in writing by the Minister.

3.5 CEO

- 3.5.1 The CEO is accountable to the Board through the Chair for the strategic leadership of the Network, for the management of the Network's business, resources and business processes, for the management of its staff and consultants where such are engaged, and for the effective implementation of the Network's mandate within the parameters set by the Act, this MOU and the Network's business plan as approved by the Board and the Minister.

4.0 ROLES AND RESPONSIBILITIES

4.1 Roles and Responsibilities of the Minister

- 4.1.1 The Minister is responsible for:
- (a) Accountability:
 - (i) Reporting and responding to the Legislative Assembly on the affairs of the Network;
 - (ii) Taking or directing corrective action, when appropriate or necessary, in respect of the Network's mandate or operation, including issuing and communicating to the Chair, in writing, policy directions on matters related to the exercise of the Network's rights and responsibilities;
 - (iii) Reporting and responding to Cabinet on the Network's performance and compliance with applicable Government operational policies and Minister policy directions;
 - (iv) Receiving the Annual Report from the Network and tabling it in the Legislative Assembly;

- (v) Recommending appointments and re-appointments pursuant to the process for established by TB/MBC for agency appointments, after consultation with the Chair, as appropriate to ensure the legislative requirement under the Act of minimum and maximum numbers of Board members are met; and
 - (vi) Recommending to TB/MBC the approval of the Network's MOU.
- (b) Policy Direction:
- (i) Developing the Government's priorities and broad policy directions for Tissue donation for transplantation;
 - (ii) Establishing and communicating to the Chair, in writing, changes in the government policy parameters within which the Network is required to operate;
- (c) Planning and General Management:
- (i) Consulting, wherever possible, with the Chair, the CEO and other third parties on significant new policy directions and when the Government is considering regulatory or legislative changes which would have a direct impact on the Network including, without limitation, the Act;
 - (ii) Reviewing any proposed changes to the existing mandate of the Network and recommending to TB/MBC the powers to be given to the Network;
 - (iii) Reviewing and recommending to TB/MBC any changes to the Network's mandate that requires a corresponding change to the Act;
 - (iv) Reviewing and recommending to TB/MBC the provincial funding to be given to the Network consistent with its objectives and mandate;
 - (v) Directing a review of the Network is required under Section 1.9 of this MOU and making subsequent recommendations to TB/MBC;
 - (vi) Taking into consideration the advice and direction of the Network's Board as communicated through the Network's Chair, prior to recommending any appointments or re-appointments to the Network's Board, while retaining the ultimate authority to make recommendations to the Lieutenant Governor-in-Council in this regard;
 - (vii) Reviewing and approving the Network's Annual Business Plan; and
 - (viii) Meeting with the Chair when required;

4.2 Roles and Responsibilities of Deputy Minister

4.2.1 The Deputy Minister is responsible for:

(a) Accountability:

- (i) Providing the Minister with advice and assistance in meeting his/her assigned ministerial responsibilities with respect to the Network,
- (ii) Reviewing whether the Network's performance, accountability and reporting requirements, as provided for in this MOU, have been met, and identifying and recommending to the Minister any required corrective action(s);
- (iii) Analysing reports and other sources of information to identify performance issues of concern to the MOHLTC;
- (iv) Ensuring that the MOHLTC remains informed of current and planned activities of the Network;
- (v) Initiating processes for resolving issues or disputes, as directed by the Minister, and taking actions necessary so that the Network cooperates with these processes and complies with the resulting decisions;
- (vi) Undertaking assessments of the Network on behalf of the Minister and recommending corrective action if necessary, including recommending that the Minister issue a written policy direction, if appropriate;
- (vii) Negotiating with the Chair of the Network, on behalf of the Board, a draft MOU as directed by the Minister; and
- (viii) Undertaking such other responsibilities as the Minister or TB/MBC may require;

(b) Policy Direction

- (i) Providing a framework for assessing whether the Network's mandate, business planning and goals are developed in concert with approved MOHLTC policies.

(c) Business Planning/General Management

- (i) Monitoring the Network on behalf of the Minister while recognizing the Network's operational independence and, where warranted, identifying needs for corrective action and recommending to the Minister ways of resolving issues;

- (ii) Establishing a framework for reviewing and assessing the Network's business plans and any other reports, and advising the Minister on documents submitted to the Minister for review or approval;
- (iii) Maintaining an open and cooperative working relationship with the Network through regular meetings with the CEO as required or directed;
- (iv) Facilitating regular briefings and consultations between MOHLTC staff and management and staff of the Network;
- (v) Ensuring MOHLTC attendance at Board meetings and other meetings of the Network as appropriate;
- (vi) Advising the Minister on the operations and performance of the Network;
- (vii) Advising and assisting the Minister in meeting assigned ministerial responsibility with respect to the Network, including ensuring that the Minister is advised of the requirements of TB/MBC directives on the operations of agencies;
- (viii) Consulting with the Network's CEO or Chair, as directed, on matters of mutual importance, TB/MBC directives, and MOHLTC policies;
- (ix) Reviewing and providing feedback on the Network's annual performance evaluation of the Network's CEO;
- (x) Undertaking a review of the Network and its operations as directed by the Minister; and
- (xi) Co-operating with any review of the Network directed by the Minister or TB/MBC.

4.3 Roles and Responsibilities of Chair:

4.3.1 The Chair is responsible for:

- (a) Accountability
 - (i) In consultation with the CEO, keeping the Minister or his or her delegate informed of issues or events relating to the Network or its mandate that may concern the Minister in the exercise of ministerial responsibilities and advising the Minister of these issues or events within the timeframes set out in Schedule A, and for urgent and/or emerging issues within 24 hours, which shall include one working day, of such urgent/or emerging issue(s) taking place (which is in addition to the obligations in Schedule B);
 - (ii) Undertaking, on behalf of the Board, that public funds are used with integrity and honesty and ensuring value for money;

- (iii) Providing leadership to the Network and to the CEO in the development and implementation of a long-term vision for the Network consistent with Government policy and strategic objectives, and communicating that vision to stakeholders and the public;
- (iv) With the advice and direction from the Network's Corporate Governance/Nominating Committee and working with the Board, establishing a performance contract for the CEO;
- (v) Ensuring all members of the Board file a declaration of potential conflict of interest with the Chair; and
- (vi) Arranging for all Board members to be informed of all relevant conflict of interest policies and guidelines, and handling conflict of interest matters in accordance with Government guidelines, and the PSOA and its regulations. The Chair shall provide leadership in relation to the issue of conflict of interest, and shall hold Board members accountable for the proper performance of their obligations in relation to conflict of interest.

(b) Policy Direction

- (i) Seeking strategic policy direction from the Minister;
- (ii) Consulting with the Minister in advance and receiving the Minister's approval for any policy or activity that may impact on the Government's policies;
- (iii) Providing leadership and overall direction to the Board, particularly with respect to the translation of government policy and strategic objectives into the Network's business plans and activities;
- (iv) Ensuring, through the CEO, the implementation of the goals and long-term vision of the Network;
- (v) In consultation with the CEO, providing the Minister with an assessment of potential policy implications arising from issues relating to the mandate of the Network; and
- (vi) In consultation with the CEO, advising the Minister of the impact of government policies on the Network's plans or activities.

(c) Business Planning/General Management

- (i) Presiding over meetings of the Board and determining the agenda for Board meetings in consultation with other Board members and the CEO;
- (ii) Ensuring that the committees and subcommittees of the Board are established as are appropriate to fulfill the mandate of the Network

- (iii) Arranging that both notice of and all materials for Board meetings are provided in advance to both the Board and the MOHLTC at the same time.
- (iv) Providing the Minister with all formal documents and reports on the affairs of the Network following Board approval;
- (v) Assisting Board members in understanding their roles, responsibilities and obligations and ensuring that all Network Board members receive in a timely manner appropriate orientation or training to carry out their responsibilities;
- (vi) In consultation with the CEO and the Board, ensuring the Network's compliance with applicable policies and directives as approved by TB/MBC, and the Minister of Finance as set out in section 15.5 hereof and any other policies and directives that the Network may be subject to in the future;
- (vii) Reviewing the Network's business plans, budget and financial reports;
- (viii) Submitting to the Minister the Network's Annual Report, Annual Business Plan, board agendas and minutes; as directed by the Board in accordance with submission dates established by the MOHLTC;
- (ix) Monitoring the performance of the Board in discharging its responsibilities;
- (x) Communicating Board policy and strategic direction for the Network to the CEO; and
- (xi) Cooperating with any review of the Network directed by the Minister or TB/MBC.

4.4 Roles and Responsibilities of the Board of Directors

4.4.1 The Board of Directors is responsible for:

- (a) Accountability
 - (i) Providing oversight of the affairs of the Network so as to fulfill its mandate and objects in accordance with its approved business plan and within the parameters established by the Act and this MOU;
 - (ii) Appointing, establishing the remuneration of, and evaluating the CEO and ensuring that the CEO is responsible and accountable for the leadership and effective management of the Network and implementation of the Network's business plans;

- (iii) Ensuring performance measures and targets are developed for the Network, and monitoring and measuring the performance of the Network against those performance measures;
 - (iv) Ensuring that a performance review system is in place for staff of the Network;
 - (v) Directing the CEO to prepare the Network's Annual Business Plan, Annual Report and other reports for approval of the Board and submission to the MOHLTC in keeping with the requirements of TB/MBC Directives and this MOU;
 - (vi) Ensuring that the Network operates within its approved budget allocation in fulfilling its mandate;
 - (vii) Upholding the interests of the Network and the Crown through their conduct as directors in accordance with the requirements specified in the PSOA.
- (b) Policy Direction
- (i) Providing overall direction to the Network, through the Chair;
 - (ii) Ensuring that the Network provides policy advice to the Government concerning issues within the mandate of the Network;
 - (iii) Reviewing and approving the goals, objectives, and strategic directions for the Network within its mandate as defined by the Act and this MOU;
 - (iv) Approving operational policies, such as conflict of interest policies, to ensure that the Network uses public funds with integrity and honesty and ensuring value for money, fairness, transparency and effective controllership and
 - (v) Ensuring that the Network operates in accordance with any policy directions issued by the Minister and communicated to the Network.
- (c) Business Planning/General Management
- (i) Directing, through the CEO, the affairs of the Network so as to fulfill its mandate, including the adoption of by-laws and corporate policies that guide the governance and operation of the Network, including conflict of interest requirements for the Board and Committee members;
 - (ii) Ensuring, through the CEO, the establishment of a system of performance measurement and reporting to be put in place for the Network to include but not limited to the following key performance measures relating to the number of deceased organ donors: the approach rate, conversion rate,

consent rate and organ yield, including commitments to attaining specific performance goals for these key performance measures and reporting on the Network's performance against business plan or other objectives;

- (iii) Ensuring compliance with the policies and directives applicable to the Agency as approved by TB/MBC and the Minister of Finance as set out in section 15.5 hereof and any other policies and directives that the Network may be subject to in the future;
- (iv) Ensuring, through the CEO, the preparation of the Network's Annual Report submitted to MOHLTC on performance measures, including the achievement against targets, explanation for variances as well as targets for the next fiscal year;
- (v) Reporting to the Minister, through the Chair, on performance results at a minimum of every ninety (90) days ;
- (vi) On the advice of the Board's Corporate Governance/Nominating Committee, selecting and appointing non-Board members to Committees of the Board;
- (vii) Notifying the MOHLTC of appointment vacancies and, considering the advice of the Board's Corporate Governance/Nominating Committee, making recommendations to the Minister with respect to appointments and re-appointments to the Network Board;
- (viii) Making decisions consistent with the Network's approved Annual Business Plan;
- (ix) Reviewing the Network's business plans, budget and financial reports;
- (x) Approving the MOU for the Network in a timely manner and authorizing the Chair to sign on the Board's behalf;
- (xi) Approving, for submission to the Minister, the Network's plans, reports, and reviews within the timelines set out in this MOU or otherwise set by the MOHLTC, provided such timelines are communicated to the Network in writing within 30 days prior to taking effect;
- (xii) Approving, for submission to the Minister, the Annual Report within 120 days of the Network's fiscal year-end as required under the AEAD;
- (xiii) Appointing the CEO and ensuring that a performance evaluation process for the CEO is in place that includes performance indicators measured annually against the responsibilities of the CEO and the annual business plan, and which process shall include MOHLTC consultation and feedback;

- (xiv) Ensuring that the CEO has put in place job classifications, job descriptions, personnel qualifications, salary ranges and other benefits as well as a performance review system for all employees of the Network;
- (xv) In consultation with the CEO, proposing changes to the Network's mandate to the Minister as required or advisable;
- (xvi) Appointing an external auditor and arranging for annual and such other audits as are necessary;
- (xvii) Directing that corrective action be taken by the Network if needed;
- (xviii) Appointing advisory committees as required to provide technical, professional or other advice or stakeholder input, and reporting back to the MOHLTC on any such committee work;
- (xix) Co-operating with any periodic review of the Network as directed by the Minister or TB/MBC;
- (xx) Consulting, as appropriate, with stakeholders on the Network's goals, objectives, and strategic directions, and reporting back to the MOHLTC on any such consultations; and
- (xxi) Ensuring that a system is in place for the creation, collection, maintenance and disposal of records.

4.5 Roles and Responsibilities of the CEO

4.5.1 The Chief Executive Officer is responsible for:

- (a) Accountability
 - (i) Managing the business, resources and business processes of the Network;
 - (ii) Reporting to the Chair and Board on performance results of the Network;
 - (iii) Meeting performance objectives approved by the Network;
 - (iv) Reporting annually on the performance results of his/her performance contract to the Board;
 - (v) Managing the operations of the Network within the approved business plan and establishing and applying a financial management framework to support decision-making;
 - (vi) Providing leadership, guidance and management to the Network staff and preparing, for approval by the Board, a performance review system for staff, and implementing the system;

- (vii) Ensuring the Network abides by all applicable federal, provincial and municipal laws, rules, orders, regulations and by-laws that apply to it;
- (viii) Maintaining effective communication with the Deputy Minister, including meeting regularly as required or directed, and consulting, as required or directed or advisable, on matters of mutual importance including any applicable TB/MBC Directives and MOHLTC policies, and where consulting with other applicable Government Ministries, as required;
- (ix) Maintaining effective communication with MOHLTC staff, including seeking advice and support from MOHLTC staff on day-to-day management issues, as appropriate;
- (x) Keeping the MOHLTC and the Chair advised of significant current issues or events, not limited to but including such matters related to issues or allegations of wrongdoing (suspected or actual); litigation (anticipated or commenced); conflict of interest (potential or actual); workplace harassment; police investigations, legal investigations or complaints to the Office of the Ombudsman, the Human Rights Commission, or the IPC.
- (xi) Continuous monitoring of the Network's operations and keeping the Chair and the Board up-to-date on operational matter and regularly reporting to the Chair and the Board on performance.

(b) Policy Direction

- (i) Providing strategic leadership to the Network;
- (ii) Leading the development of the Network's strategic plan and business plans for approval by the Board;
- (iii) Advising the Chair and the Board on TB/MBC Directives and MOHLTC policies and procedures applicable to the Network;
- (iv) Providing advice for setting the goals, objectives, and strategic directions for the Network within its mandate as defined by the Act and this MOU, for approval by the Board and the MOHLTC;
- (v) Developing and applying policies to ensure that public funds are used with honesty and integrity and ensuring value for money, fairness, transparency and effective controllership; and
- (vi) Ensuring that the Network operates in accordance with policy direction issued by the Minister as communicated to the Network.

(c) Business Planning/General Management

- (i) Ensuring the establishment of job classifications, job descriptions, personnel qualifications, salary ranges and other benefits as well as a performance review system for all employees of the Network, advising the Board of these matters, and recruiting, training and supervising staff in support of the Network's functions in accordance with those policies;
- (ii) Establishing appropriate systems and processes including establishing and applying a financial management framework to support decision making for the effective administration of the Network;
- (iii) Implementing policy decisions of the Board, establishing systems and managing activities of the Network in accordance with the Annual Business Plan and approved budget allocations and with the Network's by-laws;
- (iv) Establishing an operational risk management plan for Board approval and on approval, implementing it for the Network;
- (v) Putting into place an emergency response plan that includes a business continuity plan;
- (vi) Preparing formal documents relating to the fulfillment of the Network's mandate (including budgets, Annual Business Plans, annual reports and other documentation) for approval by the Board in accordance with required timetables;
- (vii) Managing the implementation of a conflict of interest policy for staff and consultants;
- (viii) Carrying out in-year monitoring of the Network's operational performance and reporting on it to the Chair and the Board;
- (ix) Managing the day-to-day operations and financial affairs of the Network and securing the fulfillment of its mandate in accordance with the Act, this MOU and with accepted business and financial practices and standards and within applicable TB/MBC Directives and Guidelines;
- (x) Implementing and continuous monitoring of the Network's compliance with policies and directives applicable to the Agency as approved by TB/MBC, Minister of Finance and the Public Services Commission.
- (xi) Supporting the Chair and the Board in meeting their responsibilities;
- (xii) Seeking advice and support from the MOHLTC, as appropriate, on day-to-day management issues;
- (xiii) Acting as the ethics executive as required under the PSOA;

- (xiv) Co-operating in any review of the Network directed by the Minister or TB/MBC, and with any identified corrective action;
- (xv) Communicating and requiring Network staff to adhere to a communications and issue management protocol described in section 5.1 and Schedule A; and
- (xvi) Establishing a system for the retention and destruction of formal Network documents and for appropriately making such documents publicly available, as required under section 14.0 of this MOU.

5.0 INFORMATION EXCHANGE AND COMMUNICATIONS

5.1 General

- 5.1.1 The MOHLTC and the Network shall follow the information exchange and communications and issues management protocol attached as Schedule A.

6.0 REPORTING REQUIREMENTS

6.1 Performance Measurement

- 6.1.1 The Board shall require the Network to implement a system of performance measurement and reporting for the Network on a quarterly basis, including, but not limited to, performance measures and standards, baseline reporting and monitoring systems which shall include:

- (a) the following key performance measures as a percentage of the number of deceased organ donors: the approach rate, conversion rate, consent rate and organ yield;
- (b) commitments to attaining specific performance goals for these key performance measures within specified timeframes;
- (c) reporting on the Network's performance against Network's business plan or other objectives that may be mutually agreed to by the MOHLTC and the Network.

The system of performance measurement and reporting is to be included in the Network's Annual Business Plan.

- 6.1.2 The Network, through the Chair, shall ensure that the reports and documents are approved by the Board and submitted to the Minister for review and approval, in accordance with a timelines established by this MOU.
- 6.1.3 The Network shall develop and operationalize a formal process for responding to complaints about the quality of services received by its customers/clients consistent with the Government's service quality standards. The Network shall include in its Annual

Business Plan performance measures and targets for client service and the Network's response to complaints.

6.2 Annual Business Plan

6.2.1 On or before September 30th in each year, or another date specified by the Minister and communicated to the Network in writing, the Board shall submit through the Chair a copy of the Network's Annual Business Plan for the next ensuing fiscal year to the Minister for approval.

6.2.2 The Annual Business Plan requires the approval of the Board and the Minister.

6.2.3 The Annual Business Plan shall include a three-year rolling budget (one year allocation and two-years planning allocations), a five (5) year rolling capital plan), the strategic objectives for the Network, and a statement of any performance measures the Network will meet.

6.2.4 The Annual Business Plan shall be prepared in accordance with the requirements specified in the AEAD, as set out in clauses (a) through (m) below, and shall also include or deal with the other matters set out in clauses (n) through (u) below:

- (a) Confirmation of the Network's mandate;
- (b) Network's Strategic directions;
- (c) An overview of the Network's current and forthcoming programs/activities;
- (d) Resources needed to meet goals and objectives;
- (e) Assessment of issues facing the Network;
- (f) The system of performance measurement and reporting, including performance measures targets and results achieved;
- (g) Proposed operating expenditures, projected revenues and funding requirements;
- (h) Summary of staff numbers; impact of business plan on human resources; and a staff and management compensation strategy;
- (i) Proposed capital expenditures;
- (j) Risk assessment and management strategy;
- (k) Initiatives involving third parties;
- (l) An implementation plan;
- (m) A communication plan in accordance with the requirements of this MOU;

- (n) Network's Vision and Mission Statement;
- (o) Description of the Network's Corporate Governance Structure;
- (p) Projected revenues including research funding, and their sources and capital and operating expenditures;
- (q) Yearly reporting requirements consistent with multi-year reporting framework;
- (r) Detailed listing of any written policy directives issued by the Minister;
- (s) Yearly environmental analysis of Tissue donation and use of Tissue; and
- (t) Any other requirements imposed under applicable TB/MBC directives.

6.2.5 The Deputy Minister shall review the Network's annual business plan and will advise the Chair promptly, and will make his/her best efforts to advise the Network no later than March 31 in each year whether or not the Minister concurs with the directions proposed by the Network. The Minister will advise the Chair where and in what manner plans vary from government policy or priorities, and the Network will revise its plans accordingly.

6.2.6 Once every three years on a rotational basis and by the end of the government's fiscal year, the MOHLTC will provide to MBS a copy of the business plan for the Network. MBC, in its controllership role, will review and approve the plan as needed.

6.3 Annual Report

6.3.1 The Annual Report shall be prepared in accordance with applicable TB/MBC directives and shall be approved by the Board and submitted to the Minister within 120 days after the fiscal year end. The report shall include, at a minimum:

- (a) A discussion of performance targets achieved/not achieved and of action to be taken;
- (b) An analysis of the Network's operational performance;
- (c) An analysis of the Network's financial performance;
- (d) An explanation to the satisfaction of the Minister with respect to any major variance from the approved business and financial plan;
- (e) The audited financial statements clearly describing the Network's expenditures and revenues;
- (f) A report on sources and amounts of external funding and the interest earned on funding should be included in the final expenditure statement for each fiscal year of the funding period;

- (g) A detailed listing of any written policy directives issued by the Minister to the Network;
 - (h) Any other requirements imposed by applicable MBC directives; and
 - (i) Names of appointees including when each was first appointed, and when the current term of appoint expires.
- 6.3.2 The Network, through the Chair, shall ensure that the submission and approval to the Minister of the Annual Report is in accordance with timelines in the AEAD.
- 6.3.3 The Minister shall table the Network's Annual Report in the Legislative Assembly in accordance with section 8.15(2) of the Act.
- 6.3.4 The Network shall make available to the public each Minister approved Annual Report it prepares pursuant to section 6.3 of this MOU after the Minister has tabled the report.

6.4 Financial Reports

- 6.4.1 The Network shall submit to the Minister an audited financial report within 120 days after the fiscal year end, of every year during which this MOU is in effect.
- 6.4.2 The audited annual financial report required shall clearly describe the Network's expenditures and revenues and shall categorize them in accordance with accounting principles generally accepted in Canada as recommended by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. The audited annual financial report shall also include sources and amounts of external funding and the interest earned on funding for each fiscal year.
- 6.4.3 The Network shall also prepare and submit quarterly financial statements detailing budget-to-actual expenditures to the MOHLTC. These statements should be signed by the designated financial officer of the Network and include an explanation of variances and report any changes made to the budget, and shall be delivered within 30 days of the end of the first, second and third quarter.

6.5 Other Reports

- 6.5.1 The Network will submit to MOHLTC the following reports and documents in the timeframe established by MOHLTC and communicated to the Network:
- (a) all other reports or changes to official reports, including Strategic Plans, as the Minister may require from time to time.
 - (b) copies of agendas and minutes of Board meetings. The Network may expressly identify items in agendas and minutes as *in camera* items. The parties acknowledge that where the Network is required to provide particulars relating to

in camera items pursuant to legislation, including but not limited to section 8.17 of the Act, this MOU and applicable TB/MBC Directives, the Network shall comply with these requirements.

- (c) any promotional and information material of the Network.

7.0 FINANCIAL ARRANGEMENTS

7.1 General

- 7.1.1 The Network shall be funded out of the Consolidated Revenue Fund pursuant to an appropriation authorized by the Legislature, unless otherwise provided.
- 7.1.2 The Network's budget is allocated based on the approved Annual Business Plan. Projects that are requested by the MOHLTC to be carried out by the Network outside of its Annual Business Plan must have dedicated funding attached to them.
- 7.1.3 Financial arrangements are subject to amendment by such revenue policy directives as TB/MBC or the Ministry of Finance may issue.
- 7.1.4 Financial policies and procedures of the Network must be in accordance with applicable policies, directives and guidelines as set out in section 15.5 and Schedule A of this MOU and other relevant directives as communicated to the Network.
- 7.1.5 When the Network proposes to enter into any financial arrangements outside of its approved business plan or budget, including accommodation leases that could increase the Government's direct, indirect or contingent liabilities or affect the Government's financial, cash or debt management policies, the Network shall obtain the prior approval of the Minister.
- 7.1.6 The Network is responsible for the maintenance of documentation and information to support expenditures, including books of account and related records, and financial management control and information systems and management practices.
- 7.1.8 The Network shall acknowledge the financial support of the Government through the MOHLTC in all its financial, educational and promotional materials in accordance with guidelines established by the MOHLTC and will comply with the Visual Identity directive. The Network will refer to itself by its full name "Trillium Gift of Life Network" in all formal documents.
- 7.1.9 If any unplanned service changes or obligations arise that the Government requires the Network to address, which were not contemplated in the approved Annual Business Plan or the approved annual operating budget, and the Network wishes to seek consideration for MOHLTC funding in excess of the agreed upon operating budget for that fiscal year, the Network shall, as soon as feasible after discovery of the unplanned service change or obligation, provide the MOHLTC with written information respecting the nature, scope and costs involved to address such unplanned service change or obligation. The

MOHLTC agrees to review the information provided to determine how such unplanned service change or obligation could be addressed and funded. The MOHLTC and the Network agree to meet to assess whether and how the Network's operating budget will be adjusted to take into account the unplanned service change or obligation.

7.2 Travel Expenses

- 7.2.1 The Board recognizes its high degree of responsibility to ensure that public funds and assets are used responsibly and appropriately, with integrity and honesty. There will be no per diem remuneration for Board members. Reasonable travel and related expenses must be in accordance with Government policies and will be reimbursed according to the TB/MBC Directive on Travel, Meal and Hospitality Expenses and amendments made thereto from time to time. Proposed travel by Network staff to locations outside North America requires the prior approval of the Board and the levels of approvals outlined in the Travel, Meal and Hospitality Expense Directive as applicable to Agencies, and must be supported by a business case.

7.3 Real Property

- 7.3.1 The Network will comply with all applicable TB/MBC directives concerning the acquisition of real property and shall act in a manner that reflects the basic principles on which these directives are based.
- 7.3.2 Pursuant to 8.9(3) of the Act, the Network may not acquire or dispose of real property, facilities or buildings without the prior written approval of the Lieutenant Governor in Council.
- 7.3.3 Pursuant to section 8.9(4) of the Act, the Network will not borrow money on its credit or give security against its property without the prior written approval of the Lieutenant Governor in Council.

8.0 PROCUREMENT

- 8.1 The Network shall follow the procurement policies and procedures contained in the MBC Procurement Directive (July 2009), as indicated in section 15.5. For greater clarity, when the Network has received funding from a third party who have stipulated their own procurement requirements, the MOHLTC will work with the Network to determine if and how Government of Ontario Directives would apply in such a case.
- 8.2 For greater certainty, the Network shall abide by the delegations of authority contained in the Procurement Directive (July 2009) as amended from time to time.
- 8.3 While operating under the MBC Procurement Directive, the Network shall have access to procurement advice and processing services from Ontario Shared Services, and shall have access to and be able to contract with vendors on the Government's and the MOHLTC's vendors of record (VOR) lists.

9.0 RECOVERY OF MOHLTC FUNDS

- 9.1 The Network shall pay into the Consolidated Revenue Fund any unspent MOHLTC funds based on an in-year and/or fiscal year-end MOHLTC reconciliation.
- 9.2 The Parties acknowledge that the funds provided to the Network from sources other than the government are funds of the Network and the Network may use these funds solely for the purpose of carrying out its objectives.

10.0 AUDIT ARRANGEMENTS

- 10.1 As stated in section 8.14 of the Act, the accounts and financial transactions of the Network are to be audited annually by one or more auditors licensed under the *Public Accounting Act, 2004*.
- 10.2 In addition to the annual financial audit provided for under the Act, the Network shall be subject to such other audits relating to any aspect of its affairs as the Minister or the Provincial Auditor may determine to be appropriate. When the Minister directs that there shall be an audit, the Board, the CEO and the staff of the Network shall cooperate in facilitating the audit. The Chair will respond to the Minister's direction that there be such an audit within five (5) business days, with the possible extension of another five (5) business days with a written response. The MOHLTC shall in such cases appoint the auditor and the MOHLTC shall bear the cost of the auditor's fees and disbursements.
- 10.3 The results of any audit conducted by either the MOHLTC or Government staff, or both, will be shared with the Board and with the Minister in relation to any material audit. The Board, through the Chair, will be afforded an opportunity to enter comments into the audit record. Where there are recommendations in the audit report, the Network will advise the Minister annually on any outstanding audit recommendations.
- 10.4 The Board, through the Chair, shall provide a copy of every report from an external audit under section 10.2 to the Minister and the Minister of Finance within five (5) days of the Board's receipt of the audit report.
- 10.5 The Board, through the Chair, shall provide a copy of its response to the external audit report under section 10.2 to the Minister and the Minister of Finance within thirty (30) days of the Board's receipt of the audit report.

11.0 INSPECTOR

- 11.1 The Minister may appoint inspectors to determine compliance with the Act. Under the Act the inspector is permitted to enter and inspect the Network's premises without a warrant. The inspector is required to report on the results of an inspection.

- 11.2 The powers of an inspector during an inspection are listed in section 8.18 of the Act and include examining a record, demanding production of a document or other thing, and questioning a person.
- 11.3 As provided in section 8.18(13) of the Act, the Personal Information acquired by an inspector in the course of an inspection under the Act is the property of MOHLTC and is deemed to be under the control of the MOHLTC for the purposes of FIPPA or PHIPA.

12.0 ADMINISTRATOR

- 12.1 As stated in section 8.16 of the Act, the Minister may appoint an administrator for the Network if the Minister considers it is in the public interest. Once appointed, the administrator has the exclusive right to exercise all of the rights and powers and perform all of the duties of the Network unless the appointment provides otherwise. The administrator is required to carry out the directions of the Minister and report to the Minister as required.
- 12.2 Also as provided in section 8.16 (6) of the Act, the Personal Information acquired by the administrator in the course his duties is the property of MOHLTC and is deemed to be under the control of MOHLTC for the purposes of the FIPPA or PHIPA.

13.0 AGREEMENT WITH OTHERS

- 13.1 The Network may enter into agreements with other persons. The Network through its CEO shall ensure that any agreements that the Network enters into with other ministries of the Government, other governments, universities, hospitals, research, planning bodies, other health and social service agencies or any other person that are consistent with the Network's objects and serve the public good.
- 13.2 As stated in section 8.20 of the Act, the Network may enter into agreements with other persons to collect, use or disclose personal information for any purpose related to Tissue donations or transplants, subject to the requirements of the Act. Any such agreement shall provide that the information collected, used or disclosed under it is confidential and the Network shall establish mechanisms for maintaining the confidentiality of the information.
- 13.2 On request, the Network shall provide the Minister with copies of any written agreements entered into by the Network, within the timelines set by the Minister.

14.0 CREATION, COLLECTION, MAINTENANCE AND DISPOSITION OF RECORDS

14.1 General

- 14.1.1 The Network, through the CEO, must protect the legal, fiscal and other interests of the Network by ensuring the on-going viability, integrity, preservation and security of all

recorded information, created, commissioned or acquired by the Network. This includes all electronic records (regardless of media, application or location) such as e-mails, information posted on websites, database datasets, special media records (e.g. Video) and all records stored on personal computers, and shared drives.

14.1.2 The Board, through the CEO, shall identify an appropriate management position that will have corporate responsibility for the efficient and effective management of recorded information as well as the protection of the privacy of Personal Information (“Chief Information and Privacy Officer”).

14.1.3 The Chief Information and Privacy Officer will:

- (a) Ensure that staff follows appropriately defined processes of retention and disposal consistent with the TB/MBC directive on Management of Recorded Information, the *Archives and Recordkeeping Act* and other legislation;
- (b) Ensure that staff creates full, accurate and reliable records that document and support significant business transactions, decisions, events, policies and programs;
- (c) Ensure that the Network makes details of its requirements, if any, for Designated Facilities are available for public inspection, as required under section 8.13 of the Act;
- (d) Hold staff accountable for managing the recorded information that is under their control and custody;
- (e) Ensure that recorded information identified during retention scheduling as having permanent value is safeguarded so as to protect its ongoing accessibility and integrity and ensure that information identified as not having permanent value is disposed of in a timely manner;
- (f) Establish responsibilities in consultation with the Archivist of Ontario for identifying and preserving records of permanent value and ensure that, if and where required by the Archivist of Ontario, these records are transferred to the Archives of Ontario at the end of their scheduled operational use;
- (g) Ensure that the Network prepares the following documents:
 - (i) any Privacy Impact Assessment required under section 14.3.3 of this MOU
 - (ii) any Threat Risk Assessment required under section 14.3.2 of this MOU and
 - (iii) the Data Sharing Agreement required under section 15.2.2 of this MOU;

- (i) Provide a copy of any Privacy Impact Assessment or Threat Risk Assessment required under this MOU to MOHLTC, at the request of MOHLTC;
- (j) Ensure that the Network has established mechanisms for maintaining the confidentiality of the information disclosed to third parties under section 13.0 of this MOU; and
- (k) In developing its information systems, the Network aligns with the MOHLTC information system to the extent feasible as required under section 15.2.3 of this MOU.

14.1.5 No provision in this MOU shall be construed so as to give the MOHLTC any custody or control whatsoever over the Network's records, except:

- (a) Personal Information acquired by the administrator appointed under section 8.16 of the Act or
- (b) Personal Information acquired by an inspector in the course of an inspection pursuant to section 8.18 of the Act

is the property of the MOHLTC and is deemed under the control of the MOHLTC for the purposes of FIPPA;

14.2 Financial Records

14.2.1 The Network shall keep and maintain all financial records, invoices and other financially related documents relating to funding provided by the MOHLTC or otherwise to the activities of the Network in a manner consistent with generally accepted corporate practice in Canada.

14.2.2 The Network shall maintain such records and keep them available for review by the MOHLTC for a period of seven (7) years from the date of the creation of the records.

14.3 Personal Information

14.3.1 The Network will comply with all applicable legislation governing the privacy of Personal Information when collecting, using, disclosing, retaining and disposing of Personal Information.

14.3.2 The Network shall prepare a Privacy Impact Assessment to accompany any proposals for significant changes to existing Network programs that entail major increases in the scope of, or involve significant collection, use, or disclosure of personal information including personal health information. The Network shall prepare a Privacy Impact Assessment to accompany any proposals for new Network programs that entail major changes in the Network's collection, use or disclosure of Personal Information.

14.3.3 The Network shall prepare a Threat Risk Assessment to identify threats, risks and safeguards related to its management of Personal Information when the Network

proposes to make significant changes to existing Network information technology systems that entail a significant increase in the scope or manner of any current collection, use or disclosure of new or additional Personal Information. The Network shall prepare a Threat Risk Assessment to accompany any proposals for new Network information technology systems that entail major changes in the Network's collection, use or disclosure of Personal Information.

15.0 ADMINISTRATIVE ARRANGEMENTS

15.1 Management and Accounting Principles

- 15.1.1 The Network shall employ its own administrative support services and is responsible for conducting all of its business and operations in accordance with applicable Government policy and generally accepted management and accounting principles.

15.2 Sharing Data and Information Systems

- 15.2.1 The Network, through the CEO will, at the request of the Minister or the Deputy Minister, disclose information, including Personal Information only as necessary, that may be required from time to time by the MOHLTC to evaluate the status of Tissue donation activities in Ontario or for such other related purposes, in as timely a manner as possible.
- 15.2.2 The Network and the MOHLTC shall enter into and keep current a Data Sharing Agreement that governs and protects the privacy of personal information exchanged between the Network and the MOHLTC for purposes related to Tissue donation or transplants.
- 15.2.3 If the Network requests information from the MOHLTC that is not personal information, the MOHLTC may require the Network to enter into an agreement with the MOHLTC to govern the disclosure of that information.
- 15.2.4 In developing its information systems, the Network will ensure alignment with the MOHLTC information system to the extent feasible.

15.3 Legal Services

- 15.3.1 The Network requires legal services. Legal services to the Network shall be provided by independent counsel retained by the Network.
- 15.3.2 The Attorney General's "Corporate Operating Policy on Acquiring and Using Legal Services" only applies to the Network as it relates to the approved hourly rates. For greater certainty, the Network shall not compensate its legal counsel at a rate that exceeds the Attorney General's approved hourly rates.

15.4 Staffing, Remuneration and Appointments

- 15.4.1 Network employees are appointed by and hired by the Network and are not employees under Part III of the PSOA.
- 15.4.2 The Network may engage persons other than those appointed under section 15.5.1 of this MOU to provide professional, technical or other assistance on behalf of the Network and the Network may prescribe their duties and other terms of engagement and provide for payment of their remuneration and expenses in accordance with all applicable directives, guidelines and policies.
- 15.4.3 In developing its own human resources policies and practices, the Network shall reflect the following principles:
- (a) Key principles to guide policy direction on compensation;
 - (b) A requirement for merit-based competitive processes and fair treatment; and
 - (c) A requirement to put into place a Workplace Discrimination and Harassment Prevention policy and related resolution processes.

15.5 Management Board Directives

- 15.5.1 Subject to 15.5.2, the Network must comply with the policies and directives approved by Management Board of Cabinet, Treasury Board, and the Minister of Finance including the Emergency Management Directive.
- 15.5.2 The Network is not subject to MBC/TB policies and directives that relate to Human Resources.
- 15.5.3 The Network will develop its own policies and procedures on the following matters with reference to the associated directives:
- (a) Conflict of Interest and Post-Service Employment:

The Board shall formulate appropriate conflict of interest rules, standards, operational policies and procedures.

As the Network has been designated as a public body under the PSOA, the Network is subject to the conflict of interest provisions under the PSOA..
 - (b) Intellectual Property:

The Network is subject to the MBC/TB Managing, Distributing and Pricing Government Information (Intellectual Property) Directive.

16.0 INSURANCE

- 16.1 The Network shall put into effect and maintain insurance coverage to protect itself against all claims that might arise from anything done or omitted to be done by the Network or its directors, officers, employees, independent contractors or agents, and from anything done or omitted to be done where bodily injury, death or property damage including loss of use thereof, is caused. This insurance coverage shall cover the period in which the MOU is in effect and be purchased from insurers licensed to underwrite policies of insurance in Ontario.

The authorized signatories for the parties have signed this MOU as of the dates indicated.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the Minister of Health and Long-Term Care**

Mar. 11/10

Date

Deb Matthews

The Honourable Deb Matthews
Minister

December 10, 2009

Date

Approved by Management Board of Cabinet

TRILLIUM GIFT OF LIFE NETWORK

March 6, 2010

Date

Rabbi Dr. Reuven P. Bulka

Rabbi Dr. Reuven P. Bulka
Chair of Board of Directors

SCHEDULE A

Trillium Gift of Life Network is subject to and shall comply with the following Ministry of Government Services, MB/TBC, Ministry of the Attorney General and Ministry of Finance directives. Where a directive applies, all associated policies, procedures and guidelines also apply. Amended, revised or successive directives contained in the list in Schedule A continue to apply to the Network until the list is updated. This list may be revised from time to time to reflect amended or successive directives and such amended list shall be provided to the Network in writing. The Network shall comply with amended or successive directives of which it is given notice.

	Directive
1	Accountability Directive dated September 30, 1997
2	Agency Establishment and Accountability Directive dated February 2000 (including List of Classified Provincial Agencies, as revised from time to time)
3	Advertising Content Directive dated June 2006
4	Business Planning and Allocations Directive dated April 2000
5	Cash Management Directive dated August 2004
6	Capital Expenditure Evaluation
7	All Corporate Financial Policies (Ministry of Finance)
8	Disclosure of Wrongdoing Directive (appointees and agencies) dated August 20, 2007 (Revised May 28, 2008)
9	Emergency Evacuation Planning Directive dated January 1991
10	Enhancing Privacy: Computer Matching of Personal Information dated May 1994
11	Enhancing Privacy: Computer Matching of Personal Information Guideline dated May 1994
12	Expenditure Management Directive dated April 2000
	General Expenses Directive dated October 1997 (revised November 2004)

	Directive
13	Government Appointees Directive <i>Addendum to Appointees, effective September 1, 2006</i>
14	Information and Information Technology Directive
15	Information and Information Technology Security
16	Internal Audit Directive dated November 28, 2002
17	MAG Corporate Operating Policy on Acquiring and Using Legal Services applies as specified under 15.3.2 of the MOU
18	Managing, Distributing and Pricing Government Information (Intellectual Property), 1998
19	Management of Recorded Information Directive June 1992
20	Procurement Directive on Advertising, Public and Media Relations, and Creative Communications Services dated July 2009
21	Procurement Directive (NEW – Released July, 2009)
22	Relocation Expenses dated September 1, 2008 – includes <i>Addendum</i>
23	Real Property and Accommodation Directive dated September 1, 1998
24	Transfer Payment Accountability Directive dated August 31, 2007 and 2008 Qs and As (NEW – Released August 2007)
25	Travel, Meal and Hospitality Expenses Directive dated November 2004 (revised August 2006) – including <i>Addenda</i>
26	Visual Identity Directive dated September 2006

SCHEDULE B

INFORMATION EXCHANGE, COMMUNICATION AND

ISSUES MANAGEMENT PROTOCOL

General Agreement. The Parties recognize that the timely exchange of information and consultation is essential to success in discharging their respective responsibilities.

Duty to Advise Minister. The Board, through its Chair, shall keep the Minister advised of issues or events that concern or can be reasonably expected to concern the Minister in the exercise of his or her responsibilities. These issues or events will be communicated by the Chair to the Minister within the time-frames required in this MOU.

Communications. Communications between the Network and the MOHLTC's CIB regarding matters that fall within issues management and media relations will be between the Senior Vice-President of Communications of the Network (or designate) and the Executive Director (or designate) of CIB, as required.

Advertising, Marketing Communications, Public Relations and Positioning

Major Network communications products and plans will be developed in concert with the CIB to ensure consistency with the Government's overall communications objectives and strategies. These products and plans will be subject to the approval process established for the CIB in support of the Minister.

Guiding Principles

1. The Parties acknowledge that a professional and effective communications program is critical to the success of Tissue donation in Ontario. The Network and CIB will work collaboratively to develop a single communications strategy, which encompasses both public and provider communications initiatives so that there is alignment in timing of activities, where applicable.
2. All communications activities will be conducted in a systematic manner, according to a communications plan that involves an approval process by each Party.
3. Government of Ontario protocols, including: Advertising Review Board criteria, the *Government Advertising Act*, visual identity standards and the requirement of sourcing to Ministry vendors of record, will apply in all cases.

Relevant Directives on Procurement and Content

The acquisition of communications services shall be conducted according to the Directives. This includes agencies providing advertising, creative, public relations, market research or media buying services. Any communication agencies retained by the Network will be engaged through established Advertising Review Board processes and guidelines. Unless otherwise approved/stated, the Network will be subject to all relevant Ministry of Government Services Directives governing communications, including:

- (i) Procurement Directive on Advertising, Public and Media Relations, and Creative Communications Services;
- (ii) Procurement Directive (*Public Opinion Polls and Market Research Studies*);
- (iii) Advertising Content Directive; and
- (iv) Visual Identity Directive.

Communications Planning. The Network shall develop and implement a communications plan each year. This communications plan shall be approved by the Network's Board and the CEO and will subsequently form part of the Network's Annual Business Plan and shall be submitted annually by the Network to the MOHLTC through CIB for review before final approval of the entire Plan by the MOHLTC.

Consistent with Annual Business Plan. The Network will use best efforts to ensure that all products arising from the communication plan will be in keeping with the plan approved in the Annual Business Plan.

Coordination of Communications Plan. The CEO and the MOHLTC Executive Director of CIB will work co-operatively to implement a comprehensive, multifaceted communications plan that is coordinated with MOHLTC efforts to support and facilitate the mandate of the Network described in Section 1.6 of this MOU and may include CIB involvement in working groups on major initiatives.

Market Research. This research will be undertaken by an approved vendor of record following the government procurement rules. The Network agrees to follow an approved vendor of record research proposal and implementation process as agreed to by both Parties, in advance of any research expenditures and based on the approval of a business case. The Network will provide, in a timely manner, the results of any public, provider, or other market research activities relating to measurement/evaluation of campaigns/programs or concerning the development of communications plans or strategies to CIB.

Evaluation. The Network will provide CIB with communications program activities performance data, evaluation reports, and budgeting, quarterly.

Implementation Operations

Notification of CIB. The Network's communications staff will:

- (a) keep the Executive Director of CIB or designate fully apprised of developments and issues as soon as possible as outlined in the timelines below to ensure appropriate government review and response, and
- (b) prior to issuing any news release or other planned media communications, the Network shall consult with the Executive Director of CIB or designate within the timelines set out below under “*Content of Timing and Communications*”, for required timelines.
- (c) be accountable for notifying CIB of issues as soon as these come to the attention of the Network.

Notification of Network. The CIB will be accountable to the Network for:

- (a) ensuring that issues raised by the Network are brought to the attention of the Minister’s Office through established issue management protocols and procedures,
- (b) keeping it fully apprised of developments and issues as soon as possible as outlined in the timelines below to ensure appropriate TGLN review and response, and
- (c) providing any required feedback to the Network as soon as possible or as agreed upon at the time of notification..

Issue Management Protocols. The Network and the MOHLTC shall establish and follow issue management protocols and procedures for responding to media issues or other issues or events relating to the Network that may be reasonably expected to concern the Government.

Publication and Web Designs. The Network’s communication activities and branding shall be managed in accordance with this protocol and the Directives. Print and web communications will be developed and produced according to Directives on design, content and procurement of production services and will adhere to communications approval protocol by the CIB and utilize appropriate visual identity standards.

Consultation with/reporting to the MOHLTC. The Network shall ensure that it consults with the MOHLTC on planned public communication strategies and publications as set out in this MOU and will report on project status and development on a quarterly basis.

Reasonable Advance Notice. The Network and the CIB shall provide each other with reasonable advance notice on the content and timing of any public announcement, news release or media communication.

Urgent or Emerging Issues. Despite the time frames set out below for specific types of communications, all public announcements and media communications related to urgent and/or emerging issues shall require either the CIB or the Network , as the case may be, to provide the other Party with notice of such announcement or communication as soon as possible prior to release.

Content and Timing of Communications. The Network and the CIB shall provide each other with reasonable advance notice on the content and timing of all communications pursuant to the parameters below, unless otherwise agreed to prior to release or implementation:

(a) **Communications Products**

- (i) News Releases – identify 5 business days before release and share materials 2 working days before release;
- (ii) Major reports and other publications – 20 working days prior to public release
- (iii) Web designs – 10 working days before launching;
- (iv) Marketing communications materials (print collateral such as pamphlets, posters) - 10 working days prior to production and 20 working days prior to public release;
- (v) Recommended advertising creative –15 working days prior to voluntary submission to Office of the Auditor General; or in the case of web, internet or social media prior to final production;
- (vi) Final advertising creative – 10 working days prior to submission to Office of the Auditor General; or in the case of web, internet or social media prior to final production;
- (vii) Recommended media buying plan – 10 working days prior to submission to OAG and any media expenditures have been undertaken;

(b) **Implementation Strategies (supplementary to Annual Business Plan and communications plan)**

- (i) Public relations plan – 15 working days prior to launch;
- (ii) Market research business case – 20 working days prior to the issuing of a *Request for Services* to suppliers on the government's Vendor of Record list;
- (iii) Digital marketing strategy (including websites) – 10 working days prior to Network briefing;
- (iv) Paid advertising plans – 15 working days prior to production.

Notice of Public Consultations. The Network and the CIB shall each ensure that it notifies the other party when either the Network or the MOHLTC, as the case may be, undertakes public consultations that in the case of Ministry, are relevant to the Network's business.

Results of Public Consultations. The Network and the CIB shall each inform the other Party of the results of stakeholder and other public consultations and discussions and will seek input into plans to implement same.

Review of Paid advertising and Public Notices. All plans for proposed paid advertising, including public notices or regulatory advertising, must be reviewed in advance by the CIB prior to creative development and/or the purchase of media, for compliance with the Government Advertising Act, 2004 and its regulations, as amended (the “GAA”) along with any applicable communications-related directive.

Review under GAA. If an item is deemed reviewable under the GAA, the CIB will manage the submission with the Office of the Auditor General using the protocols established for submission, on behalf of the Network. The Office of the Auditor General requires seven business days from receipt to review submissions. CIB requires 3 business days to review the submission.

Acknowledgement of Ministry. The Network shall acknowledge the financial support of the Government through the MOHLTC in all its financial, educational and promotional and communications materials and reports in accordance with the Directives, considering established visual identity standards of the Government of Ontario.

Principal Media Focus. The Network will act as the principal media focus for Tissue donation and transplantation.

Duty to Respond. The Network will respond to public inquiries, complaints and concerns with respect to the activities and operations of the Network and will report any potential or foreseeable issues, as relevant, to CIB.

AFFIRMATION OF

**MEMORANDUM OF UNDERSTANDING
BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
As represented by
THE MINISTER OF HEALTH AND LONG-TERM CARE
("MOHLTC")**

And

**Trillium Gift of Life Network
("Network")**

Dated 2014

In accordance with the Management Board of Cabinet's Agency Establishment and Accountability Directive, we, the undersigned, affirm that the Memorandum of Understanding between the Trillium Gift of Life Network and the Minister of Health and Long-Term Care dated March 11, 2010 will continue in force.



Dr. Eric Hoskins
Minister



Rabbi Dr. Reuven P. Bulka
Chair

December 1, 2014

Date

Sept. 2, 2014

Date