

Ontario Health Team Starter Kit



OHT STARTER KIT

With the passage of the People’s Health Care Act, there is renewed commitment towards truly integrated patient-centred care and an emphasis for all sectors of the health system to work more closely together to build Ontario Health Teams (OHTs).

Creating shared leadership across participating organizations within an OHT can encourage committed behaviour, optimize collective strengths, and foster collaboration. However, establishing a culture of shared leadership isn’t something that can be mandated overnight. Partnerships take time and must be built on the foundation of trust. How can OHTs develop an approach to shared leadership that creates a level playing field, that balances the division of powers, and that values all partners at the table?

The OHT Starter Kit contains a suite of tools intended to support OHT teams in formalizing partnerships, clarifying expectations, and identifying a shared sense of purpose. The use of tools may be leveraged by OHTs and amended to meet individual team needs. These steppingstone documents may also evolve as OHTs develop and partnerships mature.

The OHT Starter Kit includes the following tools:

STATEMENT OF PARTNERSHIP COMMITMENT: A sample template teams can use to articulate their shared sense of purpose and clearly identify partnership expectations. The Statement of Partnership Commitment outlines why the partnership is in place, how partners will behave when working together, and how decisions will be made.

OHT COMMITTEE TERMS OF REFERENCE: A sample terms of reference document outlining the ways in which OHT committee members agree to work together to accomplish common goals. This template includes key points to cover and steps to consider in order to create an effective terms of reference.

MEMORANDUM OF UNDERSTANDING: This template is intended as a tool and resource to support organizations in working towards establishing an Ontario Health Team. The sample MOU provides rigor to the relationship between partners and also contains certain key terms of interest for all parties, including: confidentiality, independent governance, joint public communications, and cost sharing.

DUE DILIGENCE ATTESTATION: The Due Diligence Attestation is a tool to support due diligence on potential partners and the ability of all parties to respond to Ministry Self-Assessment and Application requirements. The attestation recognizes that it may be beneficial and prudent for potential OHT partners to share amongst themselves operational, financial and legal information about each other.

THE SHIFT TO SHARED LEADERSHIP (WEBCAST): This recorded webinar reviews approaches to creating shared leadership tables and/or working groups and introduces the tools within the “OHT Starter Kit”.

OHT HANDBOOK FOR BOARDS: This resource has been developed to provide boards of primary care organizations with essential and basic information on OHTs, and to help guide discussions on OHT developments. Although developed for the primary care sector, this document may be useful for boards across all sectors to better understand the changing landscape of health care delivery in Ontario.

The OHT Starter Kit tools have been developed by the Association of Family Health Teams of Ontario, Ontario Community Support Association and AdvantAge Ontario, in partnership with Miller Thomson LLP and the Centre for Organizational Effectiveness.

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Statement of Partnership Commitment

In developing understanding of how partners will work together, it is helpful to discuss and document why the partnership is in place, how partners will behave when working together, and how decisions will be made. There are a number of ways of documenting this in an agreement to ensure clarity of purpose. The following is a sample template teams can leverage to articulate their shared sense of purpose and clearly identify partnership expectations.

1. Foundational Statements

Just as Vision, Mission and Values drive organizational clarity, so do similar foundational statements drive clarity for partnerships, confirming why the partners have come together, and how they will approach the work. Sample language is below and should be discussed and revised by the partners of your OHT.

The health care providers and organizations comprising the _____ OHT commit to working better together towards common goals related to improved health outcomes, patient/client/resident and provider experience, and value. As a collective we support the following vision, purpose and values

Vision:

- A seamless health system for the citizens of _____.

Core Purpose (Our Collective “WHY”):

- Relentless focus on supporting people to live their best possible life

Values:

- Person & Family/Caregiver Centred
- Holistic Approach
- Responsive & Solution Focused
- Collaborative Team Approach
- Relationship & Trust
- Whole System Thinking
- Equity
- Excellence & Continuous Quality Improvement

2. Objectives

The objectives, or scope, of the partnership is a key area of clarity required. In the case of Ontario Health Teams, the objectives come from the provincial direction.

The Objectives of the Partnerships align with the provincial Ontario Health Team Initiative.

At mature state, each Ontario Health Team will:

1. Provide a full and coordinated continuum of care for a defined population within a geographic region;

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2. Offer patients 24/7 access to coordination of care and system navigation services and work to ensure patients experience seamless transitions throughout their care journey;
 3. Improve performance across a range of outcomes linked to the 'Quadruple Aim': better patient and population health outcomes; better patient, family and caregiver experience; better provider experience; and better value;
 4. Be measured and reported against a standardized performance framework aligned to the Quadruple Aim;
 5. Operate within a single clear accountability framework;
 6. Be funded through an integrated funding envelope;
 7. Reinvest into front line care; and
 8. Take a digital first approach, in alignment with provincial digital health policies and standards, including the provision of digital choices for patients to access care and health information and the use of digital tools to communicate and share information among providers.

In the first year, the OHT will provide direction and support for the following deliverables:

1. The selection of a Defined Target Patient Population and geography to begin implementation of changes and improve integrated patient care and experience. This change project must include at least three healthcare sectors, with one being primary care, and establish high-volume service delivery targets that are to be met in Year 1 as agreed by the OHT Coordinating Council and the Ministry. At the end of Year 1, additional partners will be identified for inclusion and a plan will be in place to expand the range and volume of services provided.
2. The development of an OHT Communication and Engagement Strategy to ensure timely and relevant information sharing with all stakeholders, partners, the community, caregivers, patients and families. The strategy must include a plan describing distribution and alignment of key messages, target audiences, and communication type and frequency.
3. The creation of a Patient Engagement Framework with support from the First Nations communities and adherence to the French Languages Service Act as applicable. Patient leadership must be established and included in governance structure(s) and system co-design. A Patient Declaration of Values must be in place. A patient relations process and community engagement plan will be put in place.
4. The development of an Integrated Quality Improvement Plan which includes data collection, complete and accurate reporting on required indicators, and joint quality improvement activities to reduce variation and implement clinical standards and best practices. Also included is participation in a central learning collaborative.
5. The development of a Harmonized Information Plan which includes identifying gaps and having plans to address gaps and share information across partners. The plans must include digitally recording and sharing information, streamlining and integrating point of service systems, using

data to support patient care and population health management, and expanding virtual care offerings and availability of digital access to health information for patients and families.

6. In collaboration with the Ministry, the development of a Strategic Plan for the OHT Leadership, Accountability, and Governance which includes a central brand, appropriate financial and management controls, and a physician and clinical engagement plan. Future development will include funding through an integrated funding envelope based on the needs of attributed patient populations.

3. Partners

Defining who the partners will be, and what the responsibilities and expectations of each member are will provide a touchpoint to return to and hold members accountable to if they are not behaving as was agreed. Sample language is below and should be discussed and revised by the partners of your OHT.

Definition of Partners

Partners are defined as those who have signed (*either the readiness assessment or full application depending on your stage*). At each stage of the Ontario Health Team process, signing of the required submissions is necessary for continued membership.

Your team may choose to have partners at different levels. Below are some examples of the types of partners you may wish to consider.

Anchor/Lead Partner

- year one decision-makers

Associate/Affiliate Partner

- consulted but not fully committed to process
- input into decision-making
- may sit on committees
- may engage in specific projects

Supporter/Observer/Community

- receive information
- invited to specific meetings or open forums to receive information and provide input

Addition of new Partners

New partners may self-identify and ask to join the OHT. Alternatively, the work of the OHT may result in existing identifying organization that the group wants to invite to join the work.

Regardless of identification methodology, the existing partners will deliberate on potential new members before inviting them to join. All new members must review and agree to the partnership principles and any other foundational documents prior to joining the OHT.

Responsibilities of Partners:

The _____ OHT believes in authentic partnership. Each partner commits to:



This is achieved through partner responsibilities to:

- Understand and commit to the mandate of all of the _____ Ontario Health Team partners as articulated in the application submission documents
- Work across sectors and systems (to be person-centred) in our approach
- Always consider what is best for the target population, beyond our own patients/clients/residents and services, what is best for our community
- Have the mindset of systems beyond a member’s own agency/work
- Work across sectors and systems (to be person-centred) in our approach
- Make clear and open communication an ongoing priority in the Partnership by striving to understand each other’s needs and self-interests, and developing a common language,
- Approach discussions with an inquiring mind,
- Contribute toward the priority areas (time, expertise, financial (as agreed upon))
- Contribute toward collaborative work already in place and other agreed upon initiatives

4. Consensus Based Decision-Making

Documenting how the group will make decisions is key to an effective partnership. Consider consensus based decision-making to set a culture of dialogue and collaboration.

Decision Making Philosophy

The _____ OHT is an action based partnership. Implementing action requires decision-making by the partners. Once a decision is made and recorded, the partners commit to implementation of the action agreed to.

Decision Making Guidelines:

The OHT will function by consensus and will only require a recorded vote if an impasse with respect to a decision is reached and efforts have been made to create consensus (i.e. ongoing sharing of reasons for dissent and collaboration to overcome them).

Partners should discuss and define who “speaks” for a sector based on how they wish representation to occur. For example, the hospital sector may have more people at the table as resources and the partnership may not wish all of those individuals to have a “vote” as it would skew the representativeness of the decision.

- Decision can be made within the parameters of the foundational documents of the partnership.
- Partners may elect to consult with their respective Sector, Boards or leadership teams before making final decision on matters brought forward

Consensus Based Decision-Making

The simplest and most basic definition of consensus is, ‘**general agreement about something**’. (Soanes, C. and Hawker, S., ed., The Compact Oxford English Dictionary of Current English. 3rd ed. Oxford University Press, 2005)

In this approach, people are not simply for or against a decision, but have the option to situate themselves on a scale that lets them express their individual opinion more clearly. This model is usually used with a round, so that everyone in the meeting is given the opportunity to state where they are according to the following six levels:

- Full support
- Acceptable
- Support with reservations
- I am not thrilled with it, but I can live with it and will not block it
- Need more information or more discussion
- Cannot support it and cannot accept it

If everyone is at level #4 or above (3, 2, or 1), then by definition, consensus has been reached.

If someone is at level 2, 3 or 4, they have the option of explaining their reservations. These can be addressed by the meeting, if the group wishes to. This is not absolutely necessary for achieving consensus if everyone is already at 4 or higher, but it usually improves the recommendation or suggestions being discussed.

If someone is at level 5, they have the obligation to explain what information or discussion they require from the group. If someone is at level 6, it is important for them to try and offer a solution that can accommodate their needs and the needs of the rest of the group

In addressing someone’s reservation, it is important to:

- ask everyone for possible solutions (the person expressing the concern and the rest of the group have the responsibility to find solutions)
- ask people to suggest improvements as alternatives that meet the objectives of the entire group.

IDENTIFYING CONSENSUS

Consensus is a relative term. There are varying levels of agreement with decisions, as indicated in the table below. Levels 1 through 5 all constitute consensus. Only Level 6 lacks consensus.

Level	Position	Feelings and Behaviour		
1	Agree strongly	"I really like it!"	"I'll advocate for it publicly whether or not it's adopted"	"I'll actively support its implementation"
2	Agree	"I like it"	"I'll advocate for it publicly"	"I'll support its implementation"
3	Agree with some reservations	"I can live with it"	"I'll support it publicly and privately even with my reservations"	"I'll participate in its implementation"
4	Disagree, but willing to go along with majority	"I don't like it. I'm willing to go along with it, but I want my disagreement acknowledged"	"I'll support it publicly and privately when asked"	"I won't work against its implementation"
5	Disagree, and won't be involved in implementation	"I really don't like it, but I'm willing to go along with it because I don't want to stop others"	"I'll not oppose it publicly or privately"	"I will not be involved in its implementation, but won't sabotage it"
6	Opposed, and will work to block	"I hate it and will work to block it!"	"I'll advocate against it publicly if adopted"	"I'll work to sabotage it"

5. Conflict Resolution

Agreeing in advance how to navigate conflict between partners will support early identification and resolution of conflict situations.

We will promote open communication between the agencies in the partnership. We will foster a safe environment for discussion and debate and addressing differences of opinions.

Decisions will usually be made through consensus.

Conflict will be seen as healthy and a way creating better solutions. However, if conflict cannot be resolved a more formal approach can occur.

Conflict between members of any Committee will be resolved at the Committee level if possible. If we are unable to resolve the conflict at the Committee level it will proceed to the Oversight/Steering Committee for advice and action.

If the Conflict is at the Oversight/Steering Committee level the same steps will be taken.

The Oversight/Steering Committee will consider the following options and will the share expenses:

- Seeking the support and guidance of a facilitator/mediator

The Oversight/Steering Committee will have the final decision. The conflict will be addressed within 45 days or a mutually agreed upon timeline.

6. Partner Withdrawal

Anticipate and provide provision for conflict up to and including withdrawal of a party from the partnership, including steps to avoid such a circumstance.

All parties enter into this partnership committed to and anticipating a long-term working relationship. As such, only in an extraordinary, serious circumstance would agencies consider terminating their participation.

Partners may have a variety of reasons for withdrawing. Where there is an opportunity (considering time available, and reason for withdrawal), the partnership will undertake to understand, address, mitigate and resolve issues where possible.

Signatures of participating Partners:

Organization	Name of Authorized Signatory	Signature

Terms of Reference

OHT Committee

The Sample Terms of Reference below provide examples of content under each heading. This content should be created by each Committee to ensure it reflects the unique nature of each OHT and each committee.

What makes an effective Terms of Reference?

- *It clearly describes the committee's purpose, structure and operating rules.*
- *It defines roles and accountabilities for the committee, senior leaders and support staff.*
- *It is collaboratively developed, and it is approved by the whole committee.*
- *It is easy to read and understand.*
- *It can change as the nature of the work of the committee evolves.¹*

Scope:

Consider: what is the broad purpose or role of the group. Example:

This Sample Ontario Health Team Committee is responsible for the development and implementation of XXXX related directly to the goals and the objectives of the OHT.

Guiding Principles:

To be developed by the group to describe "how" you will do the work. Example:

As we work together we will:

- Always consider community impact while focusing on the future
- Respect and celebrate the unique culture of each individual community
- Be respectful in our discussions and our actions
- Create opportunities for staff to succeed in any new model
- Make the process a priority and with every decision ask ourselves: how does this fit with OHT?
- Commit to the process with courage and conviction
- Strive for consensus while respecting all voices
- Take a bias inventory and challenge ourselves
- Actively listen, learn and communicate openly, honestly and with full transparency

Accountability:

Consider: Who does the group report to? Do individuals have accountability (e.g. to report back to their organizations or sectors) or is it only group accountability? Example:

As a sub-committee reporting to the OHT Oversight Committee, the OHT Operating committee will provide a written briefing after each meeting summarizing their work to be provided to the OHT Oversight Committee.

¹ Taken from HQO Creating an Effective Terms of Reference <http://www.hqontario.ca/Portals/0/documents/pe/terms-reference-en.pdf>

Decision Making Guidelines:

Consider: What decision-making authority will the committee have (i.e. make and implement decisions, or make recommendations to final decision-makers, and how the committee will make decisions.

- Provide recommendations to the Oversight Committee.
- The OHT Committee may elect to consult with their respective sector colleagues before making recommendations to the Boards
- The OHT Committee will function by consensus and will only require a recorded vote if an impasse with respect to a decision is reached and efforts have been made to create consensus

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Quorum:

Determine how many members need to be at a meeting for the committee to proceed with decision-making.

Example:

Quorum is a simple majority (50% plus 1) of the committee membership. Without quorum decisions cannot be made.

Current Responsibilities:

Tasks – Summary		
Description of Task	Deadline	Measurement
<i>Broad, overarching tasks that are the responsibility of the committee?</i>	<i>When does the task need to be completed (consider any dependencies for other tasks from this or other committees)?</i>	<i>How will you know when the task is completed effectively?</i>

Length of Commitment: (Date)

This will depend on the committee and tasks needed to be completed. Consider if the membership will be the same for the entire length of committee or if there will be “terms” of membership

Meeting frequency and location:

Based on tasks and timelines – how often do you need to meet to get the tasks completed by deadline? Will there be a single location for meetings or will you rotate through a series of locations?

As required – approximately 1/month (virtual meetings will be used as appropriate)

Membership:

Consider: How will membership be decided? Will the Oversight Committee populate the working committees? Will volunteers or appointees be sought from each partner organization? Is there a maximum/minimum number? Are patient/public members involved?

Are the meetings closed (members only), or will you have the ability to invite guests (and under what circumstances)?

Chair:

Consider: How will the chair be selected, election by committee members, appointment by oversight committee? Should there be co-chairs? Should the chair change on a set schedule (e.g. term of chair is for one year?)

Include responsibilities of chairs/co-chairs such as agenda development and circulation, meeting management, circulating time and location of meetings, reporting back to Oversight Committee on behalf of working committee.

Secretariat:

Consider: Who will provide secretariat services? How will meeting notes and resources be circulated (is there an opportunity for an online forum?)

Conflict through the Process:

Determine in advance how you will deal with conflict. Example:

We will endeavour to work in a spirit of mutuality, honesty and respect realizing that healthy conflict can lead to creativity and better solutions. When conflict escalates, we commit to:

- At OHT Committee, addressing conflict with the person(s) directly; if no solution is found we will:
 - Seek the support and guidance of the Chair; if no solution is found we will
 - Involve the Oversight Committee

Date Approved:
(date)

Approved By:
OHT Committee

MEMORANDUM OF UNDERSTANDING

This template is intended as a tool and resource to support organizations in working towards developing an Ontario Health Team with potential Ontario Health Team partners. It is provided as an information service and not legal advice. Users are cautioned to seek legal counsel with respect to their circumstances when implementing legal documents.

EXPLANATORY NOTE

1. The Memorandum of Understanding is intended to establish a framework for organizations considering participation as members of an Ontario Health Team (“OHT”) to work together toward the development of the OHT including the OHT Self-Assessment, the OHT Application and thereafter the OHT Agreement between the parties at this early stage of OHT development.
2. The Memorandum of Understanding provides rigor to the relationship between the parties at this early development stage. It establishes a Steering Committee that will operate as an interim leadership committee and sets out at a minimum its composition and responsibilities.
3. The Memorandum of Understanding also contains certain key terms of interest for all the parties:
 - a. **Confidentiality:** To enable the free flow of information between parties, a commitment from each organization to treat with confidentiality information shared among the parties about their clinical, business and financial affairs and to erase/destroy such information in its possession if withdrawing from the Memorandum of Understanding or not entering into an OHT Agreement.
 - b. **Independent Governance:** Explicit confirmation that independent governance authority of Boards of Directors or other governing bodies of any potential OHT member shall remain unfettered.
 - c. **Joint Public Communications:** Setting out a mutual understanding for coordination of public communications relating to the OHT.
 - d. **Cost Sharing:** Setting out a mutual understanding for cost sharing of resources and supports engaged in the OHT development process.
4. The Memorandum of Understanding is intended to be a non-binding commitment, with the exception of certain key terms intended to be binding such as confidentiality and communications.
5. The Memorandum of Understanding is a statement of mutual intention to collaborate in the design and development of the OHT. There is no legal obligation for any party that signs the Memorandum of Understanding to continue in the future to be a part of the OHT, including no obligation to sign an OHT Self-Assessment, OHT Application or OHT Agreement.
6. The Memorandum of Understanding is intended as a stepping stone document to support the development of the OHT and will come to an end at such time as the parties who desire to proceed enter into an OHT Agreement. The OHT Agreement among OHT members is required by the Ministry and will be developed by the Steering Committee.

ONTARIO HEALTH TEAM
MEMORANDUM OF UNDERSTANDING

Note:

There is no legal prescription on the title for this document, and there is flexibility for Parties to refer to the document in the manner that is most suitable for their team. Alternate choices include, for example, "Statement of Intent", "Interim Ontario Health Team Development Agreement".

This Memorandum of Understanding is made and entered into on the ____ day of _____, 2019 (the "**Effective Date**"),

BETWEEN:

[Insert names of Parties]

Note:

All Parties can be listed. If, however, the OHT has a significant number of potential Members and it would not be practical to list them all and collect their signatures to the same document, an alternate approach could be used such as a free-standing commitment of participation signed by each individual organization appending the MOU.

(each a "**Party**" and collectively, the "**Parties**")

WHEREAS the *Connecting Care Act, 2019* was declared in force on June 6, 2019;

AND WHEREAS through the *Connecting Care Act, 2019* the Ministry of Health (the "**Ministry**") intends to establish Ontario Health Teams across the Province the purposes of which are to create integrated health systems centred around the patient which will enable seamless access to care;

AND WHEREAS the Ministry of Health has initiated a Self-Assessment and Application process through which groups of organizations may apply to become an Ontario Health Team;

AND WHEREAS the Parties hereto desire to collaborate in establishing the **[Insert name]** Ontario Health Team (the "**Ontario Health Team**");

Note:

Recitals are statement of fact that provide the relevant background. Insert any additional background information that is desired.

NOW THEREFORE the Parties are entering into this Memorandum of Understanding to set out their mutual understanding as to the terms of their collaboration to design and develop the Ontario Health Team as follows:

1. Mutual Intention re: Ontario Health Team Development

The Parties are entering into this Memorandum of Understanding (the "**MOU**") to confirm their mutual intention to collaborate in the design and development of the Ontario Health Team.

2. Good Faith Collaboration

The Parties shall proceed in good faith to:

- a) support the principles and values for integrated patient-centred care set out in the Ministry-endorsed Quadruple Aim and Patient Declaration of Values;

Note:

The principles of the Quadruple Aim and the Patient Declaration of Values could be appended to the MOU.

- b) consider providers across the continuum of care who may be appropriate partners for the Ontario Health Team;
- c) make best efforts to satisfy all requirements and qualification criteria set out by the Ministry to participate in and implement the Ontario Health Team;
- d) support the preparation and submission of an Ontario Health Team Self-Assessment, an Ontario Health Team Application, and any other submissions that may be required by the Ministry to establish the Ontario Health Team (collectively, the “**Ministry Submissions**”);
- e) explore and identify potential integration and coordination initiatives for the members of the Ontario Health Team;
- f) develop the leadership and governance structure for the Ontario Health Team; and
- g) develop an agreement between the Parties for the operation of the Ontario Health Team.

Note:

State any other points of collaboration that you wish to confirm.

3. Ontario Health Team Steering Committee

Note:

There is no prescription to the name selected for the interim committee convened through the MOU. It is intended as an interim working group and may be called in the alternate, “Leadership Committee”, “Interim Executive Committee”, or “Ontario Health Team Working Group”.

The Parties agree to establish the Ontario Health Team Steering Committee (the “**Steering Committee**”) in accordance with Terms of Reference attached hereto as Schedule A to facilitate the design and development of the Ontario Health Team and completion of the Ministry Submissions and development of the OHT Agreement. The Steering Committee shall not fetter the independent governance authority of any Party.

Note:

The template provides a full framework for terms of reference in Schedule A. Where it is desired that all signing Parties agree to the terms of reference for the committee, Schedule A can be developed and appended to the MOU. In the alternate, especially in larger Ontario Health Teams with a significant number of partners, the MOU could establish the composition and responsibilities of the Committee only and then delegate to the Committee itself to establish and agree upon Terms of Reference for the conduct of its meetings including matters such as quorum and decision making.

Note:

The Steering Committee may establish sub-committees or working groups to support its work and where desired the sub-committees and working groups may be identified within the MOU.

4. Information Exchange

It is acknowledged by the Parties that obtaining requisite information will be essential to the effective development of the Ontario Health Team and all associated Ministry Submissions and other documents to be entered into between the Parties. Subject to section 7, the Parties commit to exchange and share with the other Parties and the Steering Committee, as appropriate, reasonable information that may be required for the purpose of developing the Ontario Health Team and completing the Ministry Submissions as may be required by the Ministry.

5. Ontario Health Team Agreement

The Parties agree to work collaboratively to develop an agreement between the Parties setting out the intended leadership and governance structure and terms for operating the Ontario Health Team (the “**OHT Agreement**”).

The Parties acknowledge that the implementation of the Ontario Health Team shall be expressly conditional upon the Ministry’s approval for the Ontario Health Team to proceed with implementation and the execution of the OHT Agreement.

The Parties acknowledge that each Party’s participation in the Ontario Health Team shall be conditional upon that Party entering into the OHT Agreement. Unless and until an OHT Agreement regarding the Ontario Health Team has been approved, executed and delivered by a Party, the Party shall not be under any legal or equitable obligation with respect to the Ontario Health Team, including, without limitation, any obligation to enter into any such OHT Agreement, by virtue of this MOU or otherwise.

Note:

The OHT Agreement will ultimately be a binding legal agreement between the parties of the Ontario Health Team. If any party is not willing to sign the OHT Agreement, it will be a barrier to their participation in the OHT. The MOU if desired can set out specifically that their participation will be conditional on signing the OHT Agreement.

6. Public Communications

Except to the extent required by law, no press release, public statement, announcement or other public disclosure with respect to the Ontario Health Team, this MOU, the existence or status of discussions regarding this MOU or the matters contemplated hereby, including the Ministry Submissions and the OHT Agreement may be made except with the approval of the Steering Committee or in accordance with a communications policy established by the Steering Committee.

Note:

If there are key principles or parameters in respect of public communications that have been agreed between the Parties, they could be stated specifically in this section. The intent of the provision is to facilitate consistency and comfort among all parties in the timing and content of public communications related to the Ontario Health Team.

7. Confidentiality and Non-Disclosure

Each Party acknowledges that, during the course of the development of the Ontario Health Team, it may receive, acquire or be exposed to certain written or oral materials and information which are confidential to other Parties, and that such information is the exclusive property of the Party, including information relating to clinical, business and financial affairs and any documents or materials prepared which include such information (the “**Confidential Information**”). Each Party commits to the other Parties to keep such Confidential Information in strict confidence and not to disclose the Confidential Information except to the directors, officers, employees, lawyers, accountants or consultants to whom it is necessary to disclose for the purpose of considering and developing the Ontario Health Team, including requisite Ministry submissions and legal agreements and other documentation required, without the consent of the disclosing Party and the Steering Committee, except for information that:

- a) was known to the recipient prior to its being supplied by the informant, and the recipient can produce reasonable evidence of such prior possession;
- b) is disclosed to the recipient by anyone else who is acting lawfully and independently of this MOU;
- c) is already in the public domain or becomes so through no breach of the recipient's obligations under this MOU; or
- d) is otherwise permitted or required to be disclosed by applicable legislation, including but not limited to the *Freedom of Information and Protection of Privacy Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, and the *Personal Information Protection and Electronic Documents Act*.

Each Party agrees that it shall not use the other Parties' Confidential Information for any purpose other than as set out above.

Note:

The confidentiality and non-disclosure provisions are intended to enable the free flow of information between parties in the Ontario Health Team and are of interest to all potential Ontario Health Team members. It requires a commitment from each party to treat clinical, business and financial information about other parties as confidential. The permitted disclosure is limited to advisors in the Ontario Health Team development process unless consent is obtained from the party and the Steering Committee. Consider the role, if any, that the Steering Committee is desired to take on as gatekeeper of information. If more robust confidentiality and non-disclosure provisions are desired, a full free-standing confidentiality agreement could be applied.

Note that the confidentiality and non-disclosure terms do not restrict communication about the Ontario Health Team and its development more generally which will be subject to communication protocols as set out in section 6 above.

8. Intellectual Property

Except as otherwise set out herein, the Parties shall have a shared joint interest in all Intellectual Property developed or conceived directly or indirectly through or related to the Ontario Health Team and any use or disposition shall require the approval of the Steering Committee or be in accordance with an Intellectual Property policy established by the Steering Committee. For certainty, any Intellectual Property belonging to a Party prior to the date of this MOU or developed by the Party following such date but entirely unrelated to the Ontario Health Team, shall belong and will continue to belong to said Party. For the purposes of this section, “**Intellectual Property**” means all patents, industrial designs, trade-marks, trade-names, copyright, trade secrets, technologies, designs, specifications, drawings, know-how and all other intellectual and proprietary property, as recognized by any jurisdiction and whether registered or not.

Note:

The intellectual property provision is an option for Ontario Health Team groups where IP ownership and use is a concern among the parties. In such circumstances, parties may wish to consider terms of use that will be acceptable for IP that may be created during the development phase, as well as treatment and use of pre-existing IP. Note that on termination of the MOU, the IP should become subject to the terms of the OHT Agreement which will be more robust as to rights of IP use and disposition. If there are matters of particular concern for the Parties involved during the development phase, additional terms in respect of IP could be added to the MOU.

9. Costs, Fees and Expenses

It is acknowledged that in the course of the development of the Ontario Health Team, one or more Parties may extend for the benefit of the group the use of certain resources and supports. Each Party shall be responsible for its own costs incurred in connection with the matters contemplated by this MOU including the provision of resources and supports unless a cost sharing agreement has been approved by the Steering Committee.

Note:

If there is a cost sharing agreement between the Parties, provisions of the MOU should be amended to reflect the business terms agreed.

Note:

Will the Steering Committee have the authority to determine cost sharing arrangements or would this require agreement of all of the Parties within your OHT? The MOU should be amended accordingly.

Note:

If the Parties intend to jointly obtain any services or supports from third parties, additional provisions can be added to the MOU to identify and authorize a nominee to act on behalf of the group in that regard.

10. Termination and Withdrawal

This MOU shall terminate on the date that the OHT Agreement has been executed or such other date as may be determined by the Steering Committee.

Any Party hereto may, by written notice to the others, elect for any reason not to proceed with their participation in the Ontario Health Team contemplated by this MOU without any liability except to the extent of its binding obligations under section 14. On delivery of a notice to withdraw from the MOU, the withdrawing Party shall be terminated from the MOU on the date of the notice or such later date as may be determined by the Steering Committee.

Note:

The MOU addressed withdrawal only. Parties should consider if they desire to have provisions that would enable the ability to terminate an organization from the MOU.

Upon withdrawal of a Party from the MOU the withdrawing Party shall cease use of all Confidential Information in its possession and agrees to promptly destroy and erase all such Confidential Information. Upon termination of the MOU, the treatment of Confidential Information shall be governed by the OHT Agreement. In the event that an OHT Agreement is not entered into by the Parties or any Party, Confidential Information shall be treated in the same manner as in respect of a withdrawing Party.

11. Addition of Parties

Following the Effective Date, additional organizations may only be added as Parties to this MOU upon approval of the Steering Committee and the execution and delivery by the additional organization(s) of an agreement to adhere to and become a Party to this MOU.

Note:

Will the Steering Committee have authority over the addition of new Parties or will the approval of all Parties be required? The MOU should be amended accordingly.

12. Governing Law

This MOU is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

13. No Assignment

No Party may assign this MOU without the prior written consent of the Steering Committee.

14. Binding Clauses

This MOU shall be construed solely as a MOU and is not intended to create any binding contractual obligations, except for sections 6 (Public Communications), 7 (Confidentiality and Non-Disclosure), 8 (Intellectual Property), 9 (Costs, Fees and Expenses), 10 (Termination and Withdrawal) and 13 (No Assignment) which are intended to be binding and enforceable.

15. No Waiver

No term or provision hereof will be considered waived by a Party, and no breach excused by a Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by a Party to, or waiver of, a breach by a Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by a Party.

16. Counterparts

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives effective as of the day and year first written above.

[INSERT NAME]

[INSERT NAME]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have the authority to bind the corporation

Per: _____
Name:
Title:
I/We have the authority to bind the corporation

Note

Add signature blocks as required.

SCHEDULE A

STEERING COMMITTEE TERMS OF REFERENCE

1. Composition

The Steering Committee shall be composed of one (1) representative from each Party (the “**Designated Steering Committee Representative**”), who shall be a senior officer of the Party. A Party may replace its Designated Steering Committee Representative upon written notice to the Steering Committee.

Note:

Consider if Designated Representatives will be permitted to assign delegates to attend meetings of the Steering Committee. If yes, terms on approved delegates should also be included.

Note:

In larger OHTs, in order to have a Steering Committee that is of a size that is practical and effective, every organization may not have a representative. In such cases, composition should indicate the groups who will be permitted to designate a nominee.

2. Meetings of the Steering Committee

(a) Chair

The Chair of the Steering Committee shall be elected by and from the Designated Steering Committee Representatives.

Note:

In the alternate, the office of Chair could be specifically identified as ex officio.

(b) Meetings

The Steering Committee shall meet at the call of the Chair. Each Steering Committee meeting shall be held at the location specified in the notice. Two or more Designated Steering Committee Representatives may at any time submit a written request to the Chair to call a meeting of the Steering Committee.

Note:

Will a certain number of days' notice be given for each Steering Committee meeting? If so, this would typically be specified within the Terms of Reference.

(c) Quorum

Quorum for meetings of the Steering Committee shall be **[Insert number]** of the Designated Steering Committee Representatives.

Note:

How many Representatives are to be present for a meeting to proceed? Will the attendance of certain representative classes be required for quorum? See also note below re: manner of attendance.

(d) Attendance

Attendance at meetings of the Steering Committee may be in person or through telephone or other electronic communications facilities that permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a member of the Steering Committee participating in such a meeting by such means is deemed to be present at the meeting.

Note:

Will telephone or electronic attendance at meetings be permitted or will all meetings require in-person attendance?

(e) Guests

Other attendees may be permitted to attend as guests at meetings of the Steering Committee without a vote:

- (i) at the invitation of the Steering Committee; or
- (ii) at the request of any Designated Steering Committee Representative submitted to the Chair in advance of the meeting, the approval of which shall not be unreasonably withheld.

(f) Voting Rights

- (i) Each Designated Steering Committee Representative present at a meeting of the Steering Committee shall be entitled to one (1) vote at such meeting.

(g) Decision-Making

Note:

Will decisions strive for consensus, if consensus is not reached, by majority vote, or by some other threshold?

3. **Responsibilities of the Steering Committee**

The Steering Committee shall:

- (a) engage in the planning and design of the Ontario Health Team;
- (b) develop and approve communication plans in respect of the Ontario Health Team, the Steering Committee and its undertakings;

- (c) develop and recommend to the Parties the strategic plan/direction for the Ontario Health Team;
- (d) engage in the preparation and recommendation of Ministry Submissions for the Ontario Health Team to be submitted to the Parties for their approval and signature and thereafter to the Ministry;
- (e) engage in the development and recommendation to the Parties of a leadership and governance structure for the planning and design of the Ontario Health Team;
- (f) identify, assess and recommend integration initiatives for the Ontario Health Team;
- (g) develop and recommend to the Parties a Digital Health Plan for the Ontario Health Team; and
- (h) develop and recommend to the Parties the terms for the Ontario Health Team Agreement.

Note:

Consider additional responsibilities.

Nothing herein shall fetter the governance authority of the Parties.

4. **Amendment**

These Terms of Reference may be amended by the Steering Committee.

DUE DILIGENCE ATTESTATION

This template is intended as a tool and resource to support organizations in working towards developing an Ontario Health Team with potential Ontario Health Team partners. It is provided as an information service and not legal advice. Users are cautioned to seek legal counsel with respect to their circumstances when implementing legal documents.

EXPLANATORY NOTE

1. Ontario Health Teams are voluntary and provider-driven. Providers and organizations who are interested in participating in the model can join local groups assembling to make submissions to the Ministry of Health to be recognized as an Ontario Health Team. Not all organizations who are potential members of the Ontario Health Team will have worked with each other before. It would be beneficial and prudent for partners to share amongst themselves operational, financial and legal information about each other.
2. The Ministry of Health process for development of an Ontario Health Team includes, to date, Self-Assessment submissions and thereafter Applications for those invited. Both the Self-Assessment and the Application require representations to be made about the status and operations of the potential Ontario Health Team members.
3. The Due Diligence Attestation is a tool to support due diligence on potential partners and the ability of all parties to respond to Ministry Self-Assessment and Application requirements.

**ONTARIO HEALTH TEAM
DUE DILIGENCE ATTESTATION FORM**

To: All organizations who are potential members of the [insert name] Ontario Health Team listed hereto in Schedule 1

From: [Insert name of CEO/Executive Director and Chair], [Insert Organization] (the “Participant”)

Date: [Insert date]

Re: [Insert name] Ontario Health Team Due Diligence Attestation

On behalf of [insert name of organization], I attest that except as otherwise disclosed in the attached Disclosure Appendix:

1. The Participant is operating in accordance with its constating documents, By-Laws, policies and procedures.
2. The Board of Directors has fulfilled its duties honestly and in good faith, and with the care, diligence and skill that a reasonably prudent Board of Directors would exercise.
3. The Participant holds all permits, licences, approvals, consents, authorizations, registrations, or certificates that are required to carry on its business as presently conducted by it and the Participant is in compliance thereto.
4. The Participant operates in compliance with all applicable federal, provincial and municipal laws and regulations, orders, rules and by-laws of any governmental authority applicable to the Participant.
5. There are no actions, suits or proceedings, judicial or administrative, pending or threatened, against the Participant before or by any court or any federal, provincial, municipal or other governmental department, commission, board, bureau, agency.
6. The Participant is in compliance with all existing contractual obligations, including the terms and conditions of any funding agreement with any governmental authorities and has not been subject to any performance improvement processes within the last three (3) years.
7. The Directors have implemented appropriate internal controls and industry standard practices for financial management, reporting, and oversight of financial risk and the directors have exercised the care, skill and diligence required of them in the financial management of the affairs of the corporation.
8. The Participant has established policies and procedures:
 - (a) to ensure the ongoing effective functioning of the Participant;
 - (b) for effective and appropriate decision-making;

- (c) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
- (d) for the prudent and effective management of funding;
- (e) to monitor and ensure the accurate and timely compliance with applicable laws;
- (f) to enable the preparation, approval and delivery of all reports required by governmental authorities; and
- (g) to address complaints about the provision of services, the management or governance of the Participant.

In making this attestation, I have exercised the care and diligence that would reasonably be expected, including making due inquiries of staff that have knowledge of these matters.

I further certify that any exceptions to this Attestation are disclosed in the attached Disclosure Appendix.

Dated at _____ this ____ day of _____, 2019.

[Insert CEO/Executive Director]

[Insert Chair of the Board]

DISCLOSURE APPENDIX

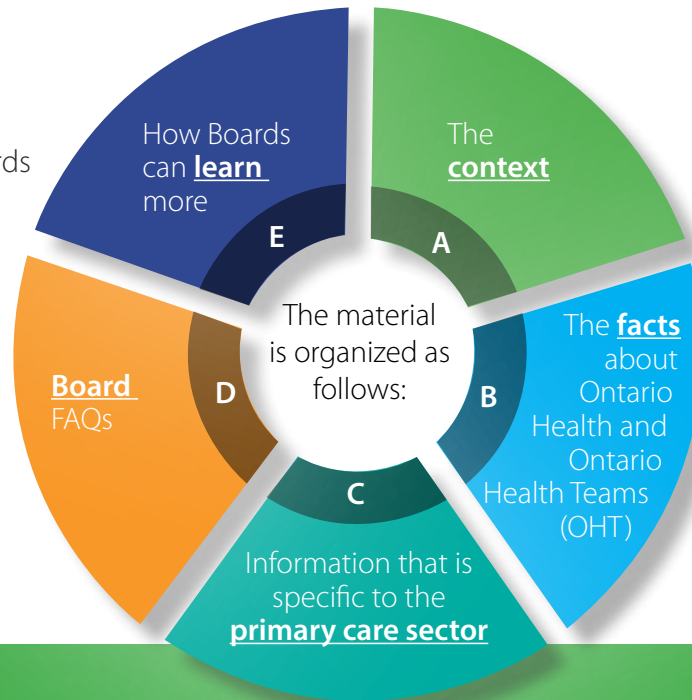
[State disclosures as applicable. If none, state nil.]

SCHEDULE 1
POTENTIAL ONTARIO HEALTH TEAM MEMBERS

[Insert list]

Ontario Health Team Handbook for Boards

AFHTO's Ontario Health Team Handbook for Boards is intended to provide boards of primary care organizations with essential and basic information that will help you better understand the changing landscape of health care delivery in Ontario.

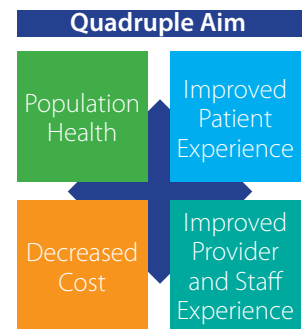


This document was commissioned by AFHTO and developed with The Osborne Group for use by primary care organizations.

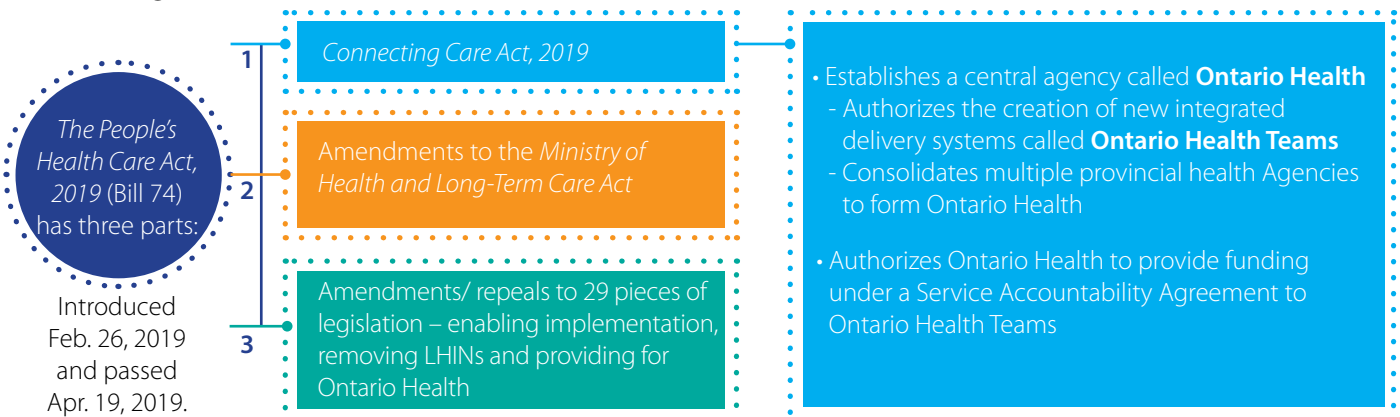
The Context

What are the Ontario Government's objectives in health care transformation?

- A health care system that centres around people, patients, families and caregivers
- Continuous improvement of the patient experience
- Promote better value and ensure best outcomes
- Improve the overall physical and mental health and well-being of Ontarians
- A sustainable, digitally enabled, publicly funded health care system
- Empowerment of providers to work together to deliver high quality coordinated care
- Commitment to equity and promotion of equitable health outcomes
- Recognize the diversity within Ontario's communities (including requirements of the French Language Services Act)
- Recognize the role of Indigenous peoples in planning, design, deliver and evaluation of health services in their communities



What new legislation has been enacted?



Introduced Feb. 26, 2019 and passed Apr. 19, 2019.

Ontario Health

What is Ontario Health?

- A Crown Agency with 15 directors
- A consolidation of 14 LHINs, Cancer Care Ontario, HealthForceOntario, Health Quality Ontario, Trillium Gift of Life, eHealth, and Health Shared Services

Agency responsibilities are:

System management and performance (e.g. planning and delivering health care, ensuring financial accountability, improving quality, providing clinical leadership)

Population-based programs and clinical and quality standards

(e.g. overseeing highly specialized care like organ donation; managing provincial population health programs like cancer screening; overseeing critical care; investigating and supporting new and emerging health services; developing evidence-based guidelines for health service delivery and clinical care)

Back office support (e.g. managing supply chains)

System oversight

(e.g. assessing and planning for local needs; accountable for Ontario Health Teams)

Ontario Health Teams

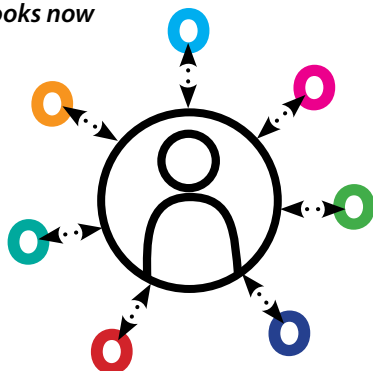
1. What is an Ontario Health Team?

- A group of health care providers working together to deliver a **coordinated continuum of care** to a **defined population**; long-term goal is for full continuum of care through Ontario Health Teams (OHT) province-wide
- To be designated, an OHT must be able to deliver, in an integrated and coordinated way, at least three of the following services:
 - Acute care (Hospital)
 - Primary care
 - Mental health or addictions
 - Home care
 - Community care
 - Long-term care
 - Palliative care
- Priority is being given to three of:
 - Hospital
 - Primary care
 - Home care
 - Community care

- Terms and Conditions for partnership within an OHT will include (but are not limited to) commitments to:
 - Conflict management
 - Performance management
 - Information management
 - Risk and gain sharing (yet to be developed)
 - Performance plan
- Participation in an OHT is voluntary; long-term goal is for all health service providers to be part of an OHT
- OHTs are not a replacement for existing health care agencies or providers
- OHTs are not a new payment model for physicians

How health care looks now

Presently, a patient relates separately with organizations and providers within the health system.



How health care will look with OHTs

An OHT is one entity made up of a number of organizations and providers. A patient will receive health care that is coordinated within an OHT.



2. What are the key characteristics of an OHT?

At maturity*, OHTs are expected to have the following characteristics:



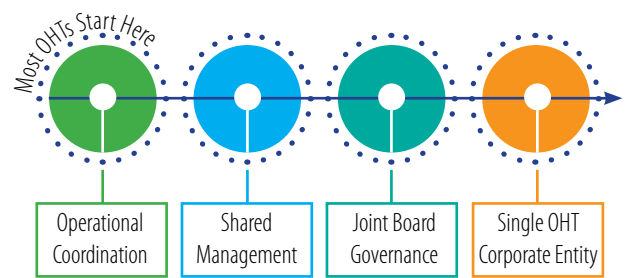
- ← Operate within a single clinical accountability framework system with a single integrated funding envelope
- ← Provide a full and coordinated continuum of care to a defined population
- ← Be accountable for the health outcomes and health care costs of that defined population
- ← Provide fully integrated care across the continuum – more coordinated, better faster care, at a lower cost
- ← Be highly digital; shared patient records, patient access to their own files, online communication between providers and with patients, online shared access to referrals, labs, diagnostic imaging

- ← Engage patients and caregivers as partners; patients are partners in their own care, and patients/caregivers are involved in the governance of the OHT
- ← Central role for primary care
- ← 24/7 navigation support through virtual care and patient access to information
- ← Be the central point for performance measurement and quality improvement across the defined patient population
- ← Ensure robust data collection to inform progress toward achieving population-based health outcomes

*The Ministry of Health has not articulated a timeframe for how long it anticipates it will take OHTs to become fully mature. Nor has the total number of OHTs been determined.

3. What does the governance and funding of an OHT look like?

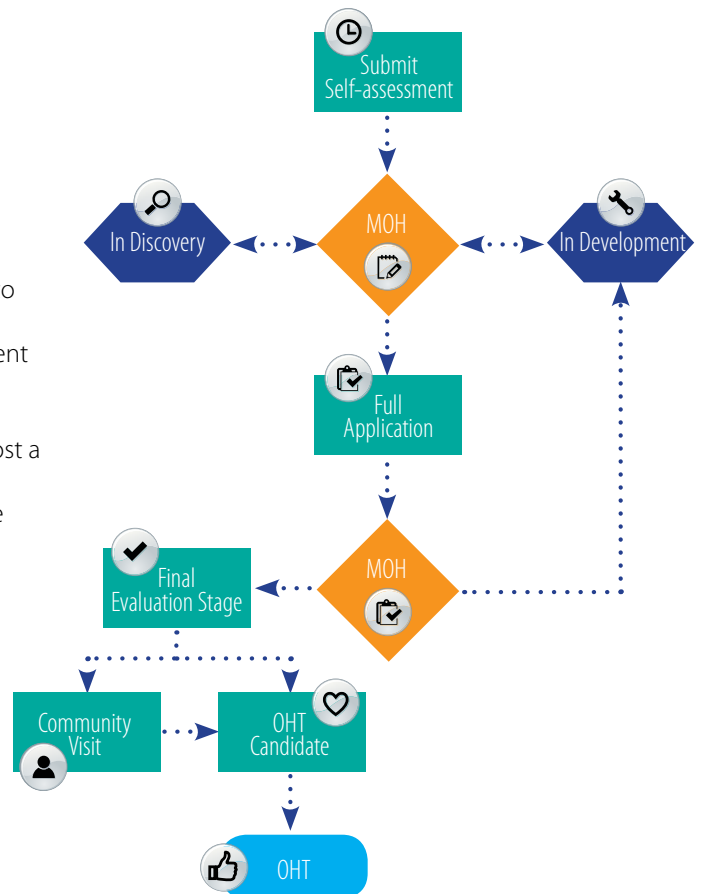
- The OHT will determine the governance structure that works best for its patients, providers and community
- Regardless of governance structure, at maturity, each OHT will operate under a single accountability framework
- Most OHTs will start out with participants maintaining independent management and boards of directors; this may evolve over time to possible shared management structures, and/or joint governance structure
- Funding flows to independent organizations initially with the goal over time for one integrated funding envelope



Miller Thomson LLP

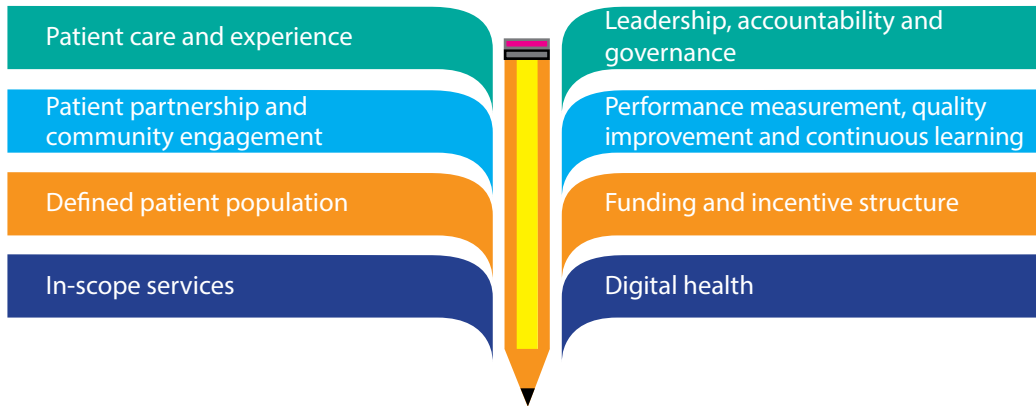
4. How do groups get designated as an OHT?

- Groups of providers voluntarily come together to jointly complete a self-assessment (first round submitted May 15, 2019). Second round scheduled for December 2019. Assessment process repeated until full provincial coverage is achieved
- MOH evaluates provider readiness and alignment with provincial goals and direction and invites those most ready to submit a full application
- MOH evaluates full application and will either invite proponent to proceed to final stage of evaluation or continue work towards readiness as a team "in development"
- Those invited to final stage of evaluation may be asked to host a community visit by a team from the MOH
- MOH will then select those groups that are ready to become Ontario Health Team Candidates
- Once ready to receive an integrated funding envelope and operate under a single accountability agreement, group is designated as an OHT



5. What is required in the OHT self-assessment?

- This stage allows interested groups of providers and organizations to come together and familiarize themselves with the OHT model, assess their level of readiness, and begin working collaboratively to meet the minimum criteria for implementation
- The self-assessment must include a minimum of three identified services in a geographical area with the goal to integrate care and information systems
- **Eight core components of the self-assessment are:**



6. What does it mean if the MOH classifies your team as “in discovery” or “in development”?

- The MOH will review your self-assessment and determine whether or not your group is ready to proceed to a full application. If the MOH determines that you are not ready, your group will be classified as “in discovery” or “in development”



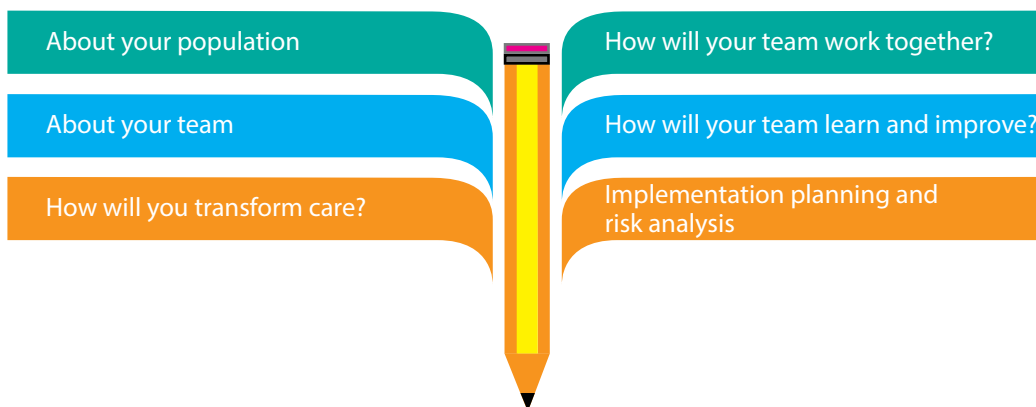
In Discovery – These health care providers support the OHT model. They are encouraged to expand their partnerships and work with other local providers in alignment with the criteria outlined in the [guidance document](#)



In Development – These teams have partners who represent a continuum of care, are committed to the OHT model, and with a bit more work will be well positioned to complete the full application

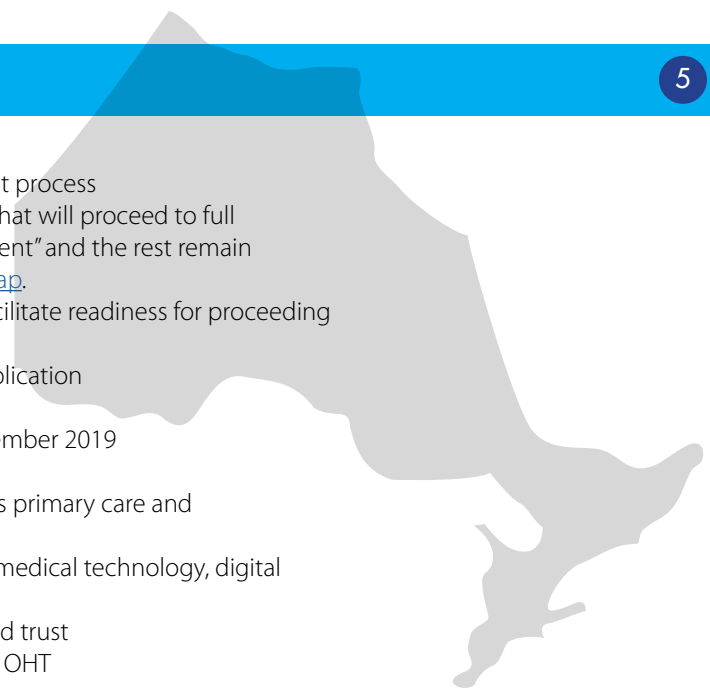
7. What is required in the OHT full application?

- The full application builds from the self-assessment and is aligned with the Ontario Health Team Guidance document. The full application must identify members of the proposed OHT including the proposed physicians, and health care organizations. It must also outline plans, evidence of commitment and evidence of ability.
- **The full application must have a comprehensive description of the team’s capabilities and capacity outlined in the sections and appendices following:**



8. What is happening across the province?

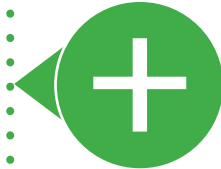
- 158 provider groups participated in the first self-assessment process
- MOH reviewed self-assessments and identified 31 groups that will proceed to full application, 41 groups that are designated as “in development” and the rest remain “in discovery”. See the [MOH list](#) and the [OMA interactive map](#).
- MOH will actively work with groups “in development” to facilitate readiness for proceeding to full application
- MOH will provide data to help groups prepare their full application
- Submission date for full applications is October 2019
- Submission date for next round of self-assessments is December 2019
- Announcement of OHT Candidates scheduled for fall 2019
- Different models emerging including hospital-led as well as primary care and community-led
- Varying levels of engagement with private sector health – medical technology, digital health, private home care are major players as well
- Each OHT is at a different stage of building relationships and trust
- Partners have varying influence and dominance within the OHT



Primary Care Sector

What are the possible opportunities presented from being involved in an OHT?

1. Primary care - front and centre
 - Primary care is seen as an essential, central component in OHTs
 - Primary care providers can play a leadership role in OHT design and development
2. New model brings better care for patients
 - Care will be more integrated
 - Primary care providers will be involved throughout the health care journey
 - There will be improved access to digital tools
3. Engagement of physicians
 - Physicians are to be integrated throughout system and engaged in co-design
 - Strong physician participation and leadership (both primary care and specialist) essential cornerstones of the model
4. Influence structure and goals
 - Be at the forefront of designing a better health care system for patients and providers
 - Play a role in governance and be a voice in system design and implementation
 - Actively inform the change to avoid having change imposed



What are the possible challenges presented from being involved in an OHT?

1. Possible new requirements
 - Imposition of new performance management and quality improvement requirements
 - New and possibly multiple contracts to manage
 - New data collection and records requirements
2. Many unknowns
 - Governance structure
 - Accountability requirements
 - Amount of autonomy
 - Lack of clear direction and the need for strong leaders who can nurture partnerships and support change
3. The possible toll on the organization
 - Early involvement means outlay of time and resources – a distraction from core business
 - Potential cost of acquiring, training and migrating electronic data and records
 - Possible dilution of resources and pressures to expand services
 - Additional workload and expectations with no new resources
 - The need to continue to provide existing services while transitioning to new models and systems
 - Divergence from the organization’s mission, vision and values
4. Physician engagement and accountability
 - Physicians are not defined as health service providers and their accountability will continue to rest with their agreements with the MOH. Consequently engagement may be difficult.

Six things you can do if you have not yet participated in OHT discussions or in the submission of a self-assessment?

1

Assess current state of primary care in your region

- Assemble an inventory of primary care models and providers in your region. How many physicians? Are they solo? Attached to FHTs? FHOs? NPLCs? CHCs? Other?
- Determine if you can work towards establishing one collective primary care voice in your region
- Look for opportunities to:
 - develop a shared vision for primary care in your region with other primary care providers
 - strengthen primary care connectivity (with other 'teams'; with non-affiliated physicians)
 - formalize primary care partnerships
 - improve alignment with other organizations (e.g. back office; programs and services; QIPs)
 - advance board to board collaborations
 - Integrate or amalgamate with another organization that shares the same values

2

Assess the strength of current partnerships with other health service providers in your region

- Is there a track record of collaborative projects and partnership activities?
- Determine if you share a common vision with other providers
- Look for opportunities to strengthen existing partnerships or build new ones
- Is there a history of, or an appetite for, joint governance education, training or collaborations?

3

Assess organization strategic positioning

- Decide if you see yourselves as leaders in integration efforts in your community
 - Do you want to LEAD change or PARTICIPATE?
- Evaluate the benefits vs. risks of being an early adopter in the roll-out of OHTs
 - Do you want to lead change that will pave the way of the future or wait and learn from others?
 - If you wait and consider joining an OHT at a later date, will that disadvantage you? Your patients?
- Determine the value proposition for you as a team in participating in the development of an Ontario Health Team
- Determine if your physicians are on board with an OHT application

4

Assess organizational impact

- Decide if you are prepared to share your team's resources with non-FHT practices? If so, determine what the minimum requirements/standards for access to our team-based care would be
- Determine how your strategic plan might influence/inform the strategic direction of OHT. How will your vision and strategic priorities be affected?

5

Assess current environment in your region

- Find out what other providers are thinking/doing in your region. Have any neighboring regions submitted readiness assessments? Look for new partnerships and/or potential to join with other OHTs
- Determine whether the community partners are collaborative or directive and if you will be an equal player at the table

6

Keep up to date with developments across the province

- Continue asking and assessing questions about benefits and risks of participating in an OHT
- Talk to and learn from other OHTs

Ten things you can do if you are part of a team that is “in development”?

- 1 Review deficiencies identified in MOH self-assessment review
- 2 Work with your OHT partners to address deficiencies and your identified Ministry OHT point of contact
- 3 Assess the status of physician leadership
 - a. Engage physician leaders in the development of the OHT
 - b. Connect with unaffiliated physicians in the community
- 4 Keep physicians informed and involved as the OHT progresses
- 5 Talk to and learn from other OHTs
- 6 Determine how the performance improvement activities identified for the OHT align with your organizational priorities
- 7 Get involved in OHT governance and leadership through planning stages; build a collective primary care voice and strengthen connections within primary care
- 8 Collect key information and data
- 9 Inform, educate, engage and involve staff
- 10 Inform, educate, engage and involve patients

Ten things you can do if you are part of a team that has been invited to submit a full application?

- 1 Commit to being involved in the various working groups and governance structures that will be formed to plan and create the OHT
- 2 Ensure appropriate primary care representation on OHT management and governance structures
- 3 Continue to build a collective primary care voice
- 4 Keep physicians informed as the OHT progresses
- 5 Collect key information and data
- 6 Talk to and learn from other teams
- 7 Listen and learn from your patients, families, caregivers and other providers
- 8 Continue to get to know and develop relationships with OHT partners; take the time needed to build strong collaborative partnerships
- 9 Inform, educate, engage and involve staff
- 10 Inform, educate, engage and involve patients

Q: Can primary care organizations be part of more than one OHT? (Patients cross geographic boundaries, so how do we deal with this?)

A: Ministry information to date suggests that organizations should only be part of one OHT. Neighbouring OHTs will need to work together to ensure that there are no barriers for patients whose care is provided across more than one OHT and that no one is overlooked.

Q: What does 'single clinical and fiscal accountability framework' mean?

A: At maturity, the Ministry expects that an OHT will be the accountable body for all of the services provided and the health outcomes achieved by its partners. The OHT will also receive one envelope of funding for all services by all partners and will report to the Ministry on financial performance. The mechanisms to achieve these goals may differ across OHTs and may evolve over time as OHTs mature and as systems become more coordinated and integrated.

Q: If we don't agree to become involved in an approved OHT, will there be opportunities to become involved at a later date?

A: Yes, it will be up to the OHT governance structure how it takes on new members to the team.

Q: Are there resources available to support our Board and FHT/NPLC to participate in planning/ implementation of the OHT?

A: At this time there are no financial resources available to support participation in planning and implementation of the OHT. However, the Ministry will be providing access to a Ministry lead, and online resources, templates and guides. AFHTO will continue to provide guidance and support to FHTs and NPLCs as OHTs are launched across the province. And RISE will provide support for rapid learning and improvement by OHTs.

Q: What happens if only some of our physicians want to participate in the OHT? What happens to our MOH agreement? How do we deal with FHT/NPLC accountability to an OHT?

A: The application process requires the listing of each individual physician who is committed to participate in the OHT. If the full physician group is committed, you only need to list the physician group name. If only a few physicians want to participate you must list those physicians by name.

At present, your MOH agreement will stay with the MOH and all reporting obligations continue. Over time, those agreements will be assigned to Ontario Health. The date of transfer of the agreements is not known at this time.

Those FHTs/NPLCs that become part of an OHT will be held accountable through the single accountability agreement that will be established between the OHT and Ontario Health.

Q: How will becoming part of an OHT impact our FHT/NPLC staff? (e.g. will they be expected to provide services to non-rostered patients? Will their jobs change?)

A: It is up to the OHT (with the help of MOH data) to identify priority populations, assess capacity and determine demand. There could be expectations to expand access to team-based care. That's why it is important to be part of things - to have a voice and influence.

Q: Will the Ministry ever terminate our funding if we are not affiliated with an OHT?

A: It is doubtful that the Ministry would terminate funding for non-participation. However, the goal is for everyone to be part of an OHT and patients are likely to expect to receive more coordinated, seamless and comprehensive care from an OHT.



Q: What role will our FHT/NPLC Board have as OHTs are launched?

A: FHTs and NPLCs boards will continue to be responsible for the stewardship, oversight, and leadership of their organizations. Boards will be critically important in supporting planning activity, and in providing direction to senior staff and clinical roles as they become more involved in the OHT. Boards will also remain fully responsible for risk assessment, financial stewardship, and strategic decisions.

Q: Are FHTs and NPLCs going to be merged into new organizations? What does the future look like for OHT providers?

A: FHTs and NPLCs will participate as partners in OHTs, along with other service providers, likely under contract with the OHT governing body to begin with. How an OHT evolves will depend on many factors including governance, leadership and vision. It will be important for primary care providers to participate in OHT planning to ensure that models and systems will deliver the best outcomes for patients and families.

Q: Can we withdraw from the OHT process a) at any time? b) if we don't like how the OHT is developing? c) if the OHT is not meeting our expectations? What would the implications be?

A: At this point yes (however, this may impact the ability of the OHT to move forward, as primary care providers are central to the OHT model). Once signed on, there will be provisions within the contracts for how to withdraw.

Q: If our FHT/NPLC does not belong to an OHT, what are the implications for our patients? Can they still have access to specialists? Home care? DI? Will their access be slowed in favour of patients whose physicians are already participating in the OHT?

A: The Ministry intention is that there will be no detriment to patients.

Q: If we agree to become a signatory to an OHT, what happens to our agreement with the Ministry? Do we then become accountable to the OHT instead of the MOH?

A: All organizations will keep their existing agreements until they become an OHT at which point the OHT will have one agreement with Ontario Health.

Q: How can primary care providers participate in implementation?

A: It will be important for primary care providers to be involved in the planning and implementation of OHTs. Providers should be prepared to participate in planning sessions, working groups, and OHT governance to ensure the primary care voice is central in new models and systems.

Q: What does success look like for each partner? What are the measures?

A: Success measures and key performance indicators will be developed by the partners for the OHT as a whole. Patients and caregivers will also participate in the development of success measures. Primary care providers should be an important voice in determining what success will look like.

Q: How will OHTs deal with the barriers posed by privacy legislation?

A: The Ministry is aware of these barriers and has committed to ensuring that barriers to coordinated care, including privacy issues, are addressed. The MOH plans to consult on PHIPPA regarding barriers to sharing of patient information.



Q: How does the OHT identify the population for which it will be accountable? How do patients become attributed to a particular OHT?

A: IC/ES has identified naturally occurring networks of residents and providers based on existing patient flow patterns. The IC/ES methodology ensures that:

- Every Ontario resident is linked to their usual primary care provider
 - Every primary care physician is linked to the hospital where most of his/her patients are admitted for non-maternal medical care
 - Every specialist is linked to the hospital where he/she performs the most inpatient services
- An OHT does not have to take any action for residents to be attributed to their Team.

Q: How will OHTs deal with the many different EHR/EMR systems across different providers?

A: The Ministry is aware that technology is often a barrier to coordinated care. The Ministry's 'Digital Playbook' will be a starting point to support OHTs to address the challenges posed by technology, and it is expected that there will be significant attention to addressing these challenges.

Q: What are some of the critical components for a successful OHT?

A: Modernizing a health system is important but challenging work. We know that some of the basic elements of success will include:

- Developing trust between all OHT partners
- Demonstrating true willingness to change
- Willingness to invite and involve patients, families and caregivers
- Strong leadership and governance
- Shared vision, good planning and superb execution; sharing a broad vision and attending to every detail
- Focus on the patient as partner
- Letting go of institutional ego; sharing responsibility for outcomes across all providers
- Meaningful, true partnerships.

Learn More

How do I learn more?

The Ministry has provided the following resources for the OHT process.



[How to become an Ontario Health Team](#)

[Ontario Health Team Guidance document](#)

[Ontario Health Team Self-Assessment Form](#)

You can sign up to receive the Ministry's [Connected Care Updates](#).

You can link to the [Association of Family Health Teams of Ontario](#) for resources on governance, privacy, team building and effective partnerships related to Ontario Health Teams.

You can also get support from [RISE \(Rapid-Improvement, Support and Engage\)](#).

CREDIT

In addition to Ministry of Health documents and webinar information, the following resources were used in the compilation of this handbook:

- Miller Thomson, LLP (2019). *Ontario Health Teams: A Primary Care Perspective [PowerPoint slides]*.
- Ontario College of Family Physicians (2019). *Ontario Health Teams: What are They? How to get Involved? [PowerPoint slides]*.
- Ontario Medical Association (2019). *Ontario Health Teams – Moving Forward with Integration in Ontario [PowerPoint slides]*.
- Ontario Hospital Association (2019). *Backgrounder – Bill 74: The People's Health Care Act*
- Quadruple Aim – developed by Thomas Bodenheimer and Christine Sinsky