

The _____ Ontario Health Team

Roles and Principles of Governance

DRAFT

July 2019

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1.0 Preamble

1.1 The _____ Ontario Health Team (___OHT) is an unincorporated association whose members are:

- a) ;
- b) ;
- c) .

1.2 The Members collectively and individually are concerned with:

- a) The provision of clinical services to the population served by the ___OHT;
- b) Advancing integrated care;
- c) Research and education; and
- d) Fulfilling any other necessary requirements under the Services and Accountability Agreement with Ontario Health.

1.3 The ___OHT Governance Committee (GC) is established herein to manage, distribute and administer any designated capitated or other payments from the Ministry of Health and Long Term Care (MOHLTC) to the Members in accordance with the contractual terms set out herein.

Commented [GJ1]: To start we suggest forming an unincorporated association, as the finances/funding aren't clear and neither are the privacy obligations since the government has indicated it is opening up and modernizing PHIPA.

Once these are clarified it may be worth moving to an incorporated structure under Corporations Act/ONCA so that the entity can hold insurance for liability purposes. Otherwise, the group would have to appoint a lead agency/individual to be responsible and the other members agree legally to indemnify that individual (this is currently done, for example, in the FHO agreement).

2.0 Definitions

Definitions contained in the Accountability and Services Agreement shall be incorporated by reference into this Governance. Additional terms or acronyms have the following meanings:

"Deliverables"- means any measurable outputs for which ___OHT is responsible as described in the Services and Accountability Agreement;

"Governance" - the current document describes the working relationships and processes among the Members;

"GC" – means the Governance Committee of the OHT.

"Members"- the members of OHT are _____ and are also known as the "Signatories";

"MOHLTC" - means the Ministry of Health and Long Term Care;

"OH" – means Ontario Health

"OHT" – means the Ontario Health Team

"PA" – means the Physicians Association, established for the purpose of selecting representative physicians for the GC and for approving amendments to this Governance Agreement

Commented [GJ2]: Accountability and Services Agreement is the agreement that would govern the relationship between the OHT and Ontario Health and is TBD.

3.0 Principles and Values

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3.1 At maturity, the ___OHT is committed to:

- a) Provide a full and coordinated continuum of care for a defined population within a geographic region;
- b) 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;
- c) 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;
- d) Be measured and reported against a standardized performance framework aligned to the Quadruple Aim;
- e) Operate within a single, clear accountability framework;
- f) Be funded through an integrated funding envelope;
- g) Reinvest into front line care; and
- h) 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.

3.2 This Governance Agreement is intended to describe and expand the working relationships and processes that exist among the Members in order to successfully implement, administer and fulfill the obligations of the ___OHT.

3.3 The Members, having realized that mutual interdependence is necessary to continue to achieve their individual goals and objectives, hereby agree to the establishment of ___OHT as an unincorporated association. ___OHT, this Agreement, and the ___OHT GC exists to enable the Members to meet the clinical service, teaching, research, accountability and associated administrative responsibilities of the ___OHT.

3.4 The Members shall continue to maintain their independent responsibilities and independent accountability for clinical service, education, scholarship, research and administrative services.

3.5 The Members are committed to collegial management and governance of ___OHT and of its constituent parts. Members will engage in management and governance processes that are transparent in nature, convey mutual respect and are based on open and honest communication.

4.0 Organizational Framework

- 4.1 The ___OHT Governing Committee (GC) of ___OHT, as described in Section 5.0, will establish policies and guidelines to ensure that the policies and procedures of the Members are consistent with those of the ___OHT.
- 4.2 Members will maintain responsibility for determining their individual missions, including determination of their roles and programs. Members of ___OHT will participate in the development of any Human Resource (HR) Plans for administrative staff and allied health professionals insofar as such Plans relate to the ___OHT and its patient population.
- 4.3 ___ University will determine any academic programs to be offered. The Members will participate in the development of the any plans, if applicable, for clinical faculty members' services associated with these programs insofar as said programs pertain to the ___OHT.

Commented [GJ3]: May not be relevant for all groups.

5.0 Governance Structure

- 5.1 The governance of ___OHT will be through the GC and a Signatories Committee.
- 5.2 The Signatories Committee.
- (a) The Signatories Committee represents a coordinated point of oversight on behalf of the Members in respect of the Accountability and Services Agreement (ASA) with Ontario Health.
- (b) The Signatories to the ASA shall meet at least quarterly, or more frequently as required.
- (c) The Signatories shall establish such procedural and substantive guidelines and processes as required, to govern the conduct of their meetings, including a dispute resolution process for unresolved disagreements among the Signatories.
- (d) The Signatories shall make decisions by consensus relating to issues of fundamental importance to ___OHT as outlined in 3.1, including issues that require amendments to the Governance in accordance with the process in Article 14.0.
- (e) The Signatories shall each have one vote on matters within the jurisdiction of the Signatories Committee.
- (f) The chair of the Signatories Committee shall alternate among the Signatories in such manner as the Signatories decide.
- 5.3 The Signatories acknowledge that they each may have separate obligations under the ASA in addition to common obligations for all Signatories. The sharing of accountabilities shall be determined by the Governance Committee and revised from time to time, as required.
- 5.4 Each Signatory agrees to indemnify and hold harmless each of the other

Signatories against all actions, causes of actions, liabilities (whether accrued, actual, contingent or otherwise), claims and demands whatsoever, of or in connection with the ASA that may arise as a result of a failure of a Signatory, to perform any obligation or obligations thereunder.

- 5.5 Where it appears that a Signatory has breached the ASA as described in section 5.4, any of the other Signatories shall give notice to the Signatories in default within 30 days of any liability, claims, demand or cost coming to the attention of a non-defaulting Signatory. The Signatories shall co-operate in any defense or investigation thereof and the non-defaulting Signatories shall instruct the defaulting Signatory at its expense to assume the defense of any action or proceeding in respect of which indemnification is sought.
- 5.6 The GC is created by the Signatories to manage, direct and support the delivery of the deliverables as set out under the ASA. All decisions made and actions taken by the GC are undertaken on behalf of and as agent for the Signatories.
- 5.7 The GC shall:
- a) Be responsible for the development and maintenance of liaisons with internal and external agencies;
 - b) Establish policies and guidelines to facilitate and improve the administration of the ASA and corresponding ___OHT, including all matters relating to data governance, sharing, privacy, and security, including custodianship under PHIPA;
 - c) Be responsible for policy, planning, development and accountability within the ___OHT;
 - d) Monitor compliance with all Deliverables established under the ASA;
 - e) Allocate resources as applicable to all Members;
 - f) Develop human resource plans and allocate funding based thereon; and
 - g) Undertake such duties and responsibilities as are reasonable and appropriate for the effective implementation, operation and governance of the ASA and ___OHT.
 - h) As applicable, to monitor financial accountability.

5.8 The Governing Committee (GC) is representative of the Members. Members of the GC shall represent ___OHT collectively in support of ___OHT's mission. The GC is composed of nine voting members and seven non-voting members or their designates as follows:

- a) **Voting members:**
 - 1. Four (4) "at-large" Primary Care Physicians to be selected according to an agreement amongst participating FHTs, FHOs, clinics, and individual physicians.

2. Two (2) Appointees from Large Hospital A, one (1) of which shall be a physician.
3. One (1) Appointee from Small Hospital B.
4. One (1) Appointee from Home and Community Care Services, to be selected according to an agreement amongst participating groups; and
5. One (1) Appointee from Providence Care (Community Programs).

b) Non-voting members:

1. Two (2) patient representatives from the Community;
2. One (1) appointee from Long Term Care Home Services, selected according to an agreement amongst participating groups;
3. One (1) appointee from Palliative Care Services, selected according to an agreement amongst participating groups;
4. One (1) representative from _____ Faculty of Health Sciences; and
5. One (1) representative _____ Queen's School of Policy Studies.

Commented [GJ4]: Example only; will vary from group to group.

5.9 No more than one of the elected Group Physicians may be members in or affiliated with one FHT, FHO, or clinic.

5.10 The term of office on the GC shall rotate according to office or election process. The term of office shall rotate so that no more than 50% of elected individuals change in any given year.

5.11 The GC shall meet at least one per month.

5.12 The GC shall make decisions ordinarily by consensus. In the event that a consensus is not reached, the GC will make decisions on the basis of a recorded vote, the decision to be carried by a majority of members voting at a duly constituted meeting.

5.13 A duly constituted meeting must have a minimum of 50% of voting members or their designates present and there must be at least one representative or designate present from each of the Signatories.

5.14 The GC shall create such subcommittees, working groups or other structures as required, shall establish their terms of reference and shall appoint members thereto. The GC may retain the services of such individuals or organizations that it deems appropriate.

5.15 The GC shall select a chair from amongst the voting members .

5.16 The Chair shall:

- a) Be elected for a three-year-term renewable by a majority vote of the GC, or for such other term as the GC deems advisable ;
- b) Promote and assist the GC in the execution of its functions;
- c) Strive to develop consensus on issues considered by the GC;
- d) Have the right to select a delegate if unable to attend at a meeting; and

e) Maintain a liaison between the GC and the Signatories as required.

5.17 The Chair can be removed by a majority vote of the GC.

5.18 GC members have the following roles and responsibilities:

- a) To act in the best interests of ___OHT by exercising the impartiality, care, diligence and skill that a reasonably prudent person would exercise in governing the affairs of ___OHT;
- b) To not take personal advantage of any opportunities that arise because of their positions on the GC;
- c) To disclose an interest in any personal transaction or other matter that affects or could affect the ___OHT;
- d) To maintain confidentiality in respect to the affairs and deliberations of GC; and
- e) To participate in such orientation, training or other activities that the GC deems advisable.

5.19 Every GC member and every other person who has undertaken, or is about to undertake, any liability on behalf of ___OHT and their heirs, executors and administrators, respectively, shall from time to time and at all times, be indemnified and save harmless from and against:

- a) All costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or in or about the execution of the duties of the office or in respect of any such liability; and
- b) Other costs, charges and expenses which the person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses occasioned by the person's own willful neglect or default.

5.20 ___OHT shall purchase and maintain insurance for the benefit of the GC members against liability incurred by such individuals on such terms as are determined by the GC. The costs of such insurance shall be shared proportionately amongst the Members, who shall turn over the requisite funds to the GC.

5.21 The GC shall establish policies and requirements for OHT structures, operations, reporting and accountabilities. The primary purpose of such policies and requirements is to ensure compliance with the requirements of the ASA. Such policies and requirements may be in addition to the direct requirements of the ASA.

Commented [GJ5]: Note that depending on how privacy obligations are structured, the OHT itself may need insurance in which case it will need to be incorporated. (ie if the OHT is envisioned as a HIC under PHIPA).

5.22 ___OHT shall not exercise governance over those aspects of a Member’s practice and/or governance that is separate from the OHT and ASA.

5.23 Members will retain autonomy over their internal affairs but are subject to the oversight responsibilities of the GC with respect to OHT matters only.

6.0 Data Governance Subcommittee

6.1 The Data Governance Subcommittee (DGS) is a subcommittee of the GC that is tasked with making decisions regarding to sharing, using, and disclosing data and ensuring that ethical principles and privacy law are incorporated into said decision making. The DGS shall also participate in and advise on the drafting of all policies and procedures related to privacy and data sharing as these apply to the OHT.

6.2 The DGS shall be comprised of:

- a) One (1) Privacy Officer from one hospital;
- b) One (1) Privacy Officer from one FHT;
- c) One (1) Privacy Office from one Long-Term Care facility;
- d) One (1) Privacy Officer, selected from ONE of participating Community agencies, palliative care organizations, or home care organizations, rotating annually from organization to organization, as agreed to by those organizations;
- e) Two (2) Physicians who sit on the GC, as selected by the Physician Association;
- f) One (1) Patient;
- g) One (1) Academic with expertise in the area of data privacy and ethics;
- h) One (1) Lawyer with expertise in privacy law.

6.3 Decisions of the DGS shall be by majority vote.

6.4 The DGS shall operate consistent with the Data Sharing Agreement signed by all OHT participants. Updates of the Agreement shall be at the discretion of the DGS.

6.5 Sections 5.15-5.20 shall apply to the DGS.

Commented [GJ6]: Note that this is for data governance only—issues surrounding who is the HIC or HICs is unclear. As MOH is moving to modernize PHIPA, we believe it is prudent to wait until we have new language to draft privacy obligations and custodianship arrangements.

Commented [GJ7]: One example; will change from group to group.

7.0 Resource Allocation and Funding

TO BE DETERMINED

Commented [GJ8]: Will need to be a living document as funding models, structure, and sharing are clarified.

8.0 Dispute Resolution

8.1 Unresolved disputes between Members may be appealed to the GC. The GC will establish Terms of Reference, to ensure that appeals are addressed in a timely and efficient manner.

Commented [GJ9]: Dispute resolution Terms of reference documents to be drafted.

8.2 A dispute resolution process will be established by the GC that includes representation from each of the Members.

8.3 Decisions relating to an appeal by a Member, or as a result of an unresolved dispute between Members, will be final and binding upon the parties to whom the decision applies. There shall be no further right of appeal.

9.0 Participating Physicians

9.1 A Participating Physician's entitlement to professional autonomy concerning patient care, according to standards established by the profession, will be safeguarded. The Members will support clinical and academic freedom, encourage independent thought and expression and will provide freedom and opportunity for Participating Physicians to pursue excellence in clinical service, education, research and administration.

10.0 Term

10.1 The Governance shall continue in force for so long as the ASA is in force, subject to any amendments in accordance with the process outlined herein.

11. Amendments

11.1 Changes to the composition of the GC, changes in the organization of ___OHT and any alteration to or renewal of the fundamental terms of the Governance and/or the ASA must be approved by all Signatories.

11.2 The Physicians Association as one of the Signatories will approve any amendments only after approval by two-thirds of Participating Physicians who cast their ballot at a duly organized vote or meeting. Participating Physicians will receive at least ten days' notice of any meeting at which such vote will be taken.

11.3 Amendments to any policies, guidelines, reporting requirements or operations of ___OHT shall be undertaken by the GC in such manner as the GC may decide.

IN WITNESS WHEREOF THE PARTIES hereto have executed and sealed this Agreement on this day of _____, 201_.

July 2019