

## Memorandum of Understanding (“MOU”)

### **Re: Collaboration among Hospitals, the South West Community Care Access Centre (“CCAC”) and Participation House Support Services (“PHSS”) providing care to designated high needs, medically fragile individuals**

#### **Rationale for having this MOU**

This MOU has been developed in consideration that Participation House receives funding through the South West LHIN to provide specialized supportive care to high-needs and medically fragile individuals, and that PHSS is dependent on the CCAC and the Hospitals to provide specialized medical and health care, through regulated healthcare professionals, that are essential to sustain these individuals in the community.

**Effective Date:** The Effective Date of this MOU is July 1, 2015.

#### **1. For the Purpose of this MOU:**

“**Agent**” means a person, authorized by one of the Parties, to participate in planning, coordinating, assessing, managing or providing care to an individual covered by this Schedule, including persons who are employed, contracted by, or a volunteer to the participating organization.

“**High-needs, medically fragile individuals**” are designate individuals who require ongoing specialized care due to the severity of their medical condition, including persons with significant physical, developmental disabilities or mental health challenges and persons who are also technologically dependent - a primary example being persons living with chronic mechanical ventilation. Providing and sustaining ongoing community support for such individuals are critically dependent on the provision of an integrated system of health and supportive care.

“**Hospitals**” refer to hospitals that have a distinctive role to play in serving high-needs, medically fragile individuals and are those that have Level 3 Intensive Care Units (“ICUs”) and those who offer specialized complex continuing care services. The hospitals who are parties to this MOU are:

- Grey Bruce Health Services
- Huron Perth Healthcare Alliance
- London Health Sciences Centre
- St. Joseph’s Health Care London

“**Participation House Support Services**” (hereafter referred to as “Participation House” or “PHSS”), is a non-profit, community based organization providing assistance to people with significant physical and/or developmental disabilities to reach their full potential in the community.

“**Party**” or “**Parties**” refer to the Hospitals, the CCAC and Participation House

“**South West Community Care Access Centre**” (“**CCAC**”) is a community health service agency, mandated by the Province of Ontario, to provide community-based health services, Long-Term Care Home Placement Coordination and Information & Referral services.

**The Parties to this MOU hereby agree as follows:**

#### **2. Provision of Integrated System of Health and Supportive Care**

The Parties will collaborate in the development, evolution and delivery of an integrated system of health and supportive care to designated populations of high needs, medically fragile individuals served by the respective organizations. The goal is to provide a comprehensive scope of care that meets the health care, wellness and quality-of-life needs of individuals within the identified high needs, medically fragile populations.

The provision of care will:

- Be provided in a cost-effective manner that reflects the mandate and commitments of each participating organization;
- Reflect the collective commitment to the provision of an integrated system of care.

### **Oversight Committee**

The Parties will form and sustain an Oversight Committee, and associated sub-committees and working groups as needed, to coordinate and guide the provision of an integrated system of care for high needs, medically fragile individuals. Terms of Reference for the Oversight Committee are attached as Appendix A.

### **3. Care Planning**

The Parties will collaborate to provide comprehensive individualized care planning and coordination for members of the identified high needs, medically fragile populations with the objectives of providing high quality, seamless care and minimizing delays in the transfer of care responsibility among the Parties.

Agents of PHSS will work with the CCAC and other community healthcare providers contracted by the CCAC to provide coordinated community-based healthcare services to high needs, medically fragile individuals, supported by PHSS and others, with the objectives of sustaining their health and wellness and avoiding unnecessary use of hospital resources.

Agents of PHSS will work with Agents of the Hospitals to plan and coordinate access to hospital care providers and services and to facilitate planned ambulatory care, in-patient admissions or re-admissions to hospital.

PHSS provides ongoing residential care recognizes that it is their responsibility to support timely hospital discharge planning and the return of individuals to her/his place of residence operated by PHSS.

PHSS will work with the CCAC and Hospitals to coordinate discharge planning and to facilitate and support the return of individuals so they can receive ongoing supportive care from that service provider. The objective is to support the Hospitals and CCAC to return individuals to their ongoing supportive care arrangements without unnecessary delay in the discharge process by planning and providing appropriate follow-up care.

### **4. The Circle of Care and Sharing of Information**

In the health care field the people who make up the constellation of care providers who share responsibility for providing care to a patient/client are referred to as the "circle of care". Being part of the circle of care allows confidential information to be shared among the care providers based on implied consent. The Parties recognize that each patient/client will have a Circle of Care. The people who provide care ("Care Providers") who are agents of the Parties agree to comply with the patient/client's wishes, as well as protect the patient/client's privacy and confidentiality.

Care Providers will fulfill the following functions:

- coordinate the planning and delivery of care services needed by each patient/client;
- ensure quality of care through the use of evidence-based care practices and standardized protocols; and,
- accommodate the individualized needs and wishes of each patient/client.

It is acknowledged that a wide variety of care providers could be included in an inclusive circle of care.

While it is true that the types of information and protection of privacy and confidentiality needs vary across the various care providers who may provide health or support care to a high needs, medically fragile person, the fundamental principle is that care providers need the information relevant to performing their duties in a safe, appropriate and efficient manner. Hence there is likely to be private and confidential information that is not

shared among all members of a patient/client's care team. Information needs and the nature of the involvement in specific care planning activities will depend on the nature of the care roles of each Circle of Care member.

## **5. Access to Hospital Facilities and Supplementary Supportive Care**

The Parties recognize that Agents of PHSS possess the experience, relationships and skills needed to provide supportive care to high-needs, medically fragile individuals at the same time as they are receiving hospital-based ambulatory, emergent/urgent, or inpatient care. PHSS will therefore collaborate with the Hospital and the individual's family, to plan and coordinate the provision of supplementary supportive care while an individual is receiving ambulatory, emergent/urgent or inpatient care.

Agents of PHSS will coordinate the provision of supplementary supportive care with the hospital staff in charge of providing care to the individual. PHSS staff will inform the hospital staff of their activities and any developments that occur in the course of providing supplementary supportive care.

Hospitals will work with PHSS regarding access to hospital facilities including but not limited to access of Agents of PHSS outside of normal visiting hours or during treatment if this is deemed appropriate by the hospital staff in charge of providing care. While in the hospital Agents of the hospital will inform Agents of PHSS of any applicable hospital policies, directions and restrictions. PHSS will be responsible to follow these instructions.

## **6. Access to Personal Health Information, Privacy and Confidentiality**

Agents of PHSS do not require access to electronic information systems, operated by the Hospitals or CCAC.

During the process of participating in planning and coordinating care, Agents of PHSS may be provided with a limited amount of personal health information about an individual if it is decided such information is required. PHSS and their Agents will comply with all Ontario and Canadian Privacy laws relating to access, collection, use and disclosure of personal health information, including compliance with any restrictions established by the patient/client/Substitute Decision-Maker ("SDM"), the CCAC or the hospital. PHSS will establish and maintain appropriate practices to protect the privacy and confidentiality of the patient/client's personal health information that is provided to PHSS and its Agents.

Hospital and CCAC staff may provide specific personal health information to Agents of PHSS that is necessary in their role of providing safe ongoing support to the individual or to provide basic health care they provide as part of the ongoing support of the individual. PHSS is responsible to report to the Privacy Officer of the organization whose PHI is impacted if they become aware of a potential, suspected or actual privacy breach of PHI. In the event of a privacy breach, PHSS will collaborate fully in all aspects of investigating the privacy breach, assessing the consequences, implementing possible mitigation measures, and taking appropriate measures to prevent a recurrence of such a privacy breach. In addition, PHSS will support the prompt notification of the patient/client of the privacy breach, and take appropriate disciplinary or other actions necessary to fulfill its obligations.

## **7. Indemnification and Insurance**

### **a. Indemnification**

All Parties agree to defend, indemnify and save the other parties harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of a Party, its servants, agents or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the other Party in defending any legal action pertaining to the above.

### **b. Insurance**

All Parties agree to maintain Commercial General Liability Insurance Policy coverage through the life of the MOU. All Parties shall carry insurance for not less than \$5,000,000 (inclusive coverage) for bodily injury including death, personal injury, and/or property damage. All Parties shall provide the other Parties with not less than fifteen

(15) days' notice in writing in advance of any cancellation, change or amendment restricting the coverage.

## **8. Review of the MOU**

The Hospitals, PHSS and the CCAC shall retain right to have the terms of this Memorandum of Understanding (MOU) reviewed on an annual basis for any reason deemed reasonable by the Party. The review of the MOU shall be the responsibility of the Oversight Committee.

## **9. Term of the MOU**

The term of this MOU shall be five years from the date the MOU takes effect.

## **10. Shared Priorities and Performance Measures**

The Parties hereby agree to be accountable to each other to provide the best care possible for the high-needs, medically fragile individuals they serve and hereby agree that each organization is accountable to the South West LHIN for the provision of care that falls within their mandate to these individuals.

The Parties share a goal to advance health system performance improvements as they relate to the high-needs, medically fragile individuals they serve. The Parties hereby commit to developing shared priorities with performance measures to track progress toward this shared goal.

## **11. Medical Devices and Healthcare Technology**

High-needs, medically fragile individuals are often dependent on the ongoing use of specialized medical devices and other healthcare technologies for their continuing health and well-being. In order to minimize unnecessary health complications or demands on hospital services, it is important that the proper medical devices are used and maintained properly by PHSS.

To achieve this goal, PHSS agrees to collaborate with the appropriate specialists to ensure that PHSS is using the appropriate medical devices and healthcare technologies for each individual and that these devices and technologies are properly used and maintained.

## **12. Specialized Healthcare Support**

PHSS makes use of unregulated care providers to provide at least some, if not all, of the direct support care needed by high-needs, medically fragile individuals. Being able to provide safe, high quality, ongoing supportive care to these individuals is dependent on PHSS staff having on-going access to additional instructions so they can provide the necessary regular basic health care; properly use and maintain the specialized medical devices and technology; and, be able to properly respond to urgent/emergent healthcare situations.

### **a. Obligations of Participation House**

PHSS agrees to be responsible for its Agents including the provision of training, insurance coverage and any expenses incurred.

PHSS agrees to have in place procedures and practices to recognize and respond to medical emergencies involving high-needs, medically fragile individuals with the goal of obtaining prompt transportation to an appropriate hospital and the provision of information regarding the nature of the medical emergency.

### **b. Obligations of the Hospitals & CCAC**

The participating Hospitals and CCAC agree to advise PHSS in the development of these procedures and practices.

The Hospitals and CCAC agree to provide the appropriate healthcare specialists required to deliver additional instruction to PHSS staff, based on the specific needs of each high-needs, medically fragile individual.

13. SIGNATORIES TO THIS SCHEDULE

The signatories to this Memorandum of Understanding hereby acknowledge that they have the authority, on behalf of their organization, to enter into this Memorandum of Understanding;

**Hospital (name) : Grey Bruce Health Services**

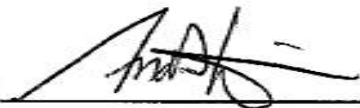
Name: Lance Thurston  
Title: President and CEO


Signature: 

Date: 

**Hospital (name) : Huron Perth Healthcare Alliance**

Name: Andrew Williams  
Title: President and CEO

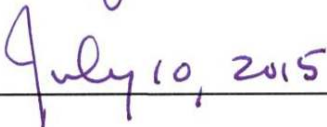
Signature: 

Date: 

**Hospital (name) : St. Joseph's Health Care London**


Name: Dr. Gillian Kernaghan  
Title: President and CEO

Signature: 

Date: 

**Participation House Support Services**

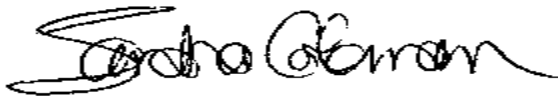
**Name:** Brian Dunne  
**Title:** Executive Director

**Signature:**  \_\_\_\_\_

**Date:** \_\_\_\_ June 26, 2015 \_\_\_\_\_

**South West Community Care Access Centre**

**Name:** Sandra Coleman  
**Title:** Chief Executive Officer



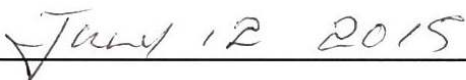
**Signature:**

\_\_\_\_\_  
**Date:** June 26, 2015

**Hospital (name) : London Health Sciences Centre**

**Name:** Murray Glendining  
**Title:** President and CEO

**Signature:**  \_\_\_\_\_

**Date:**  \_\_\_\_\_

## **Appendix A                      Oversight Committee**

### **Final Terms of Reference**

#### **Preamble**

These terms of reference have been designed to define the nature and scope of the roles and responsibilities of the Oversight Committee and is a companion document to the Memorandum of Understanding (“MOU”) Re: Collaboration among Hospitals, the CCAC and Participation House Support Services (“PHSS”) providing care to designated high needs, medically fragile individuals

#### **Mandate**

To bring effective executive and strategic leadership to the integration and delivery of client/patient health and supportive care services to adults living with chronic mechanical ventilation needs as outlined in the November 2013 report, “*A Commitment to Excellence and Partnerships*” –<http://www.participationhouse.com/chronic-mechanical-ventilation-report/>

As outlined in the Agreement, the Oversight Committee will:

1. Share accountability for the overall functioning of the integrated regional system as designed and implemented.
2. Monitor the on-going implementation and performance of the system with a focus on quality and process improvement.
3. Provide direction and support to the Operations Management Committee, and other sub-committees and working groups as required.
4. Facilitate and support the resolution of issues brought to the attention of the Oversight Committee.
5. At least annually report to the participating organizations and the South West LHIN on progress, milestones, and future priorities.
6. At least annually oversee an assessment of the overall performance of the integrated regional system from the perspective of all those who are involved and participate – clients/patients, families, physicians, staff and leaders.

#### **Proposed Focus of Attention**

The following roles and responsibilities are put forward as general tasks to give on-going focus and direction to the work of the Oversight Committee.

In the first year, the primary mandate of the Oversight Committee will be to provide leadership, direction and support to establishing the system of services as set out in the reference document, *A Commitment to Excellence and Partnerships* and in the implementation plans developed as a follow-up to the completion of this document.

As the system is developed and implemented, the Oversight Committee will focus attention on measuring the effectiveness of the structures and processes put in place – are they working as intended? What needs to be done to improve effectiveness and quality? How can the Oversight Committee provide leadership, direction and support to the system?

Over time, the Oversight Committee will focus on specific opportunities to support and promote system growth and development, building on past successes and experiences.

## **Tasks**

Specific tasks of the Oversight Committee shall include but not be limited to the following:

- To monitor the status of ongoing implementation of recommendations for Phase 3 (i.e. implementation) of the project implementation plan
- To provide system-level governance and leadership for the care of those living with CMV and their loved ones, families
- To review CMV metrics reports and take appropriate action at the system level, if opportunities identified via this report
- To consider expanding the mandate of the Oversight Committee to include people who are Medically Fragile/ Technologically Dependent

## **Membership**

The members of the Oversight Committee shall include senior decision-makers chosen by the leadership of their respective organizations for terms to be defined by each organization as well as clients/patients and/or family members who are served by each of the participating organizations.

The Oversight Committee members shall reflect the scope of the geography and services caring for and supporting adults with chronic mechanical ventilation in the South West LHIN, including transitions from children's services. Services represented directly or indirectly shall include but not be limited to acute care, complex continuing care, CCAC and related community health and supportive care services, community Assisted Living/Supportive Housing Services and Long-Term Care Homes.

The Oversight Committee shall also include a staff representative from the South West LHIN and a physician consultant with expertise in chronic mechanical ventilation.

The Co-Chairs of the Operations Management Committee shall be invited to be regular participants in Oversight Committee meetings.

## **Chair of the Oversight Committee**

One member of the Oversight Committee shall lead the Oversight Committee and this role shall rotate among the members as agreed to by the members. The Chair shall serve a two year term which shall pass to the Vice-Chair at the end of that time.

## **Vice-Chair of the Oversight Committee**

In order to plan for and support succession planning the position of Vice-Chair has been created. The person occupying this role will be chosen by the members and is expected to become Chair. The Vice-Chair shall work in collaboration with the Chair to give direction and leadership to the Oversight Committee.

## **Oversight Committee Support**

The organization represented by the Chair or Vice-Chair shall provide administrative support to the Oversight Committee.



## **Meeting Frequency**

The Oversight Committee will meet at least quarterly and as required to respond to urgent matters.

## **Communications**

The Oversight Committee will be responsible for ensuring that there is an open, frequent and effective means of communication among participating organizations and with the South West LHIN.

Each member of the Oversight Committee is responsible for communicating with the constituency of which he/she is a member or representative. Whenever possible, the Oversight Committee will summarize and agree to common key messages at the conclusion of each meeting to be shared within each organization.

## **Operations Management Committee**

An Operations Management Committee shall provide operational leadership to the system of services represented through this Agreement. The Operations Management Committee shall be accountable to the Oversight Committee.

The Operations Management Committee will:

1. Share accountability for the overall operation of the system of health and supportive care services as designed and implemented
2. Facilitate and monitor the on-going implementation and performance of the system with a focus on operational quality and process improvement
3. Report to the Oversight Committee on agreed upon system performance measures and indicators
4. Facilitate and support the resolution of issues brought to the attention of the Operations Management Committee
5. Bring system issues forward for resolution
6. Provide regular reports to the Oversight Committee
7. Take on tasks as requested by the Oversight Committee

## **Task Groups and Assignments**

The Oversight Committee may, from time to time and as required, form task groups to take on specific work. In addition to Oversight Committee members, task group members will be recruited from the staff of the participating organizations, as well as others, as required. The Oversight Committee may assign staff to take on specific tasks or assignments as directed by the System Oversight Committee.

## **Review of Terms of Reference and Duration**

These terms of reference shall be reviewed on an annual basis for the duration of the Memorandum of Understanding.