

Western Ontario Health Team COMMUNITY ORGANIZATION MEMBER AGREEMENT

August 4, 2021

This AGREEMENT is made as of _____, 202__.

BETWEEN [Name of Community organization]
hereinafter referred to as “Community Organization”

AND **Western Ontario Health Team**
hereinafter referred to as “WOHT”

WHEREAS the Community Organization wishes to become a WOHT Community Organization Member and to work together with other WOHT Members in advancing WOHT’s vision, Quadruple Aim, and integrated health care and support services for its attributed population;

AND WHEREAS after discussions between the two parties, the WOHT has invited the Community Organization to become a WOHT Community Organization Member;

AND WHEREAS this Agreement defines the relationship and expectations between the Community Organization and WOHT;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in considerations of the mutual covenants and agreements contained herein, the Community Organization and WOHT agree with each other as follows:

1 INTERPRETATION

1.1 In this Agreement:

“**Advisory Council**” means one the Advisory Councils established by the Coordinating Council that provide advice and guidance to the Coordinating Council, its Working Groups, and Initiatives as appropriate. “**Advisory Councils**” means all of these councils.

“**Agreement**” means this Community Organization Member Agreement, and includes all schedules, as amended from time to time.

“**Cluster**” means a grouping of entities and individuals that collectively meet the definition of a cluster that has been approved by the Coordinating Council and has signed a Cluster Agreement with the WOHT.

“**Cluster Representative**” means an individual appointed by a Cluster to represent that Cluster on the Coordinating Council. “**Cluster Alternate**” means an individual appointed by a Cluster to attend Coordinating Council meetings as a replacement for a Cluster Representative.

“**Confidential Information**” means information of the Community Organization has received from another WOHT Member that by its nature is personal information or other forms of information that is reasonable to assume is confidential except for information that was public knowledge at the time it is received by the Community Organization or later becomes public knowledge through no fault of the Community Organization.

“**Coordinating Council**” means the WOHT’s senior organizational component that provides the overall leadership and decision making of the WOHT.

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“**Community Organization’s Staff**” means anyone with a formal association with the Community Organization whether professional staff, employees or volunteers who represents or is actively involved in the WOHT on behalf of the Community Organization.

“**Initiative**” means a defined collaboration of WOHT Members and Participants working collectively to plan, design, develop or implement a change in how care services are delivered, or other changes associated with advancing the WOHT’s mission, strategies, or goals, or achieve provincial expectations or directions that impact the WOHT.

“**OHT**” means an Ontario Health Team under the *Connecting Care Act, 2019* and as further defined and directed by the Ministry of Health.

“**Participants**” means those entities or individuals who are not WOHT Members that have been invited to be part to an Initiative.

“**WOHT**” means the Western Ontario Health Team recognized by the Ministry of Health as an Ontario Health Team and operates as a voluntary association the WOHT members.

“**WOHT Community Organization Member**” means a municipality, First Nations Community, or community association that represents a definable community and provides services that contribute to the population health of at least part of WOHT’s attributed population and has signed a Community Organization Member Agreement with the WOHT.

“**WOHT Member**” means another entity or individual that has signed a Collaboration Agreement with the WOHT. “**WOHT Members**” includes all other entities and individual that have signed a Collaboration Agreement with the WOHT.

“**WOHT Membership Category**” means one of the WOHT’s Membership Categories that are approved by the Coordinating Council and may be revised at any time as the WOHT matures. The categories at the time of signing of this Agreement are Health Organization Member Category, Community Organization Member Category, and Individual Member Category.

“**Working Group**” means one of the Working Groups established by the Coordinating Council that carry out the work of the WOHT as directed by the Coordinating Council and report to the Coordinating Council. Some Working Groups may initiate and manage one or more Initiatives designed to advance the work of the WOHT particularly related improving care and achieving the expectations placed on each OHT. “**Working Groups**” means all of these groups.

1.2 Governing Law. This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.3 Gender. The use of the term “they” shall be used to refer to all genders.

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2 MEMBERSHIP AND RESPONSIBILITIES

2.1 Membership Category. This Agreement describes the potential opportunities available to the Community Organization as a WOHT Community Organization Member and the relationship between the two parties. As a WOHT Member there is the expectation that the Community Organization, and Community Organization's Staff will participate in and support the work of the WOHT and will collaborate with other WOHT Members to collectively advance the WOHT's mission and goals, fulfill the expectations established by the Ministry of Health, and evolves to its mature state as an OHT.

2.2 Cluster Membership. Given the large number of WOHT Members, the WOHT has established an approach of creating clusters that include WOHT Members who share similar roles to form a named WOHT Cluster. The Community Organization may choose to join an existing Cluster if it meets that Cluster's membership eligibility criteria.

If desired the Community Organization may choose to join one or more Clusters (Mental Health and Addictions, Community Support Services, Primary Care, home and Community Care, Hospital, and Long-Term Care) with one designated as the primary Cluster and participate in this Cluster's association recognizing that the Health Organization may only service as a representative of the Cluster that it has chosen as its Primary Cluster.

In the future the Community Organization may change its designated Cluster(s) by providing the WOHT with written notice of the change request. The Community Organization's ability to join a Cluster or change its designated Cluster depends on meeting the Cluster's eligibility criteria that are in effect at the time of the request. The Community Organization acknowledges that the WOHT may at any time create a new Cluster or change the description and eligibility criteria of an existing Cluster as the WOHT evolves towards its mature state.

2.3 Non-Derogation. Nothing in this Agreement shall derogate from the Community Organization's ongoing autonomy and fiduciary responsibility of its board of directors, its right to safeguard the quality of health services provided by it, to exercise its respective rights, or meet its respective responsibilities under applicable laws and any government funding agreements.

2.4 Opportunities. The Community Organization may have opportunities to participate in WOHT Initiatives and functions that are commensurate with the Community Organization's roles and criteria established by the Coordinating Council. The Community Organization may attend forums organized by the WOHT and will receive communications about WOHT activities, decisions, developments, and potential opportunities for participation. The WOHT will recognize the contributions the Community Organization makes to advancing the work and success of the WOHT.

2.5 Inclusion of Community Organization's Staff. This Agreement the Community Organization's Staff who are authorized by the Community Organization to be involved in the leadership roles or the work of the WOHT in collaboration with other WOHT Members. The Community Organization retains responsibility for the behaviour of the Community Organization's Staff while participating in WOHT activities.

2.6 In-Kind and Financial Contributions. As an approved OHT, the WOHT may receive one-time funding from the Ministry of Health and/or Ontario Health. To help support the start-up and operation of the WOHT, the Community Organization acknowledges that it may be asked to voluntarily contribute in-kind or financial resources to facilitate the WOHT to pursue the accomplishment of its shared priorities and meet the WOHT's accountabilities to the

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Ministry of Health and/or Ontario Health that may arise from time to time. It is recognized that the nature and size of any such request for voluntary contributions will vary among WOHT Members reflecting each Member's differing abilities to contribute.

2.7 Disclosure, Minimizing Conflicts, and Transparency.

- (a) The Community Organization agrees to engage in on-going communication and share relevant information with other WOHT Members, the Coordinating Council, other councils, working groups and Initiatives that helps advance the work of the WOHT.
- (b) The Community Organization agrees to work collaboratively with other WOHT Members in a courteous and civil manner and to develop a spirit of trust. Should a dispute arise involving the Community Organization it will fully participate in seeking a timely resolution following the WOHT's Dispute Resolution Process.
- (c) The Community Organization agrees to disclose any conflict of interest in a timely manner and to work to eliminate, minimize, or mitigate any conflict between the WOHT and the Community Organization's other obligations and relationships outside of the WOHT.
- (d) If the Community Organization becomes aware of any fact or circumstance that may reasonably harm the WOHT or another WOHT Member's ability to perform its obligations as a WOHT Member or as a Participant in an Initiative, the Community Organization agrees to promptly notify the WOHT and the other affected WOHT Member(s) of the nature of the fact or circumstance and its anticipated impact so that the WOHT or affected WOHT Member(s) may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

3 GOVERNANCE

3.1 Governing Documents. The Community Organization has access to documents and information that is available to other WOHT Members.¹

3.2 Coordinating Council. The Community Organization recognizes the Coordinating Council as the WOHT's senior collaborative decision-making body. The composition, mandate, and processes of the Coordinating Council are set out in Coordination Council's Terms of Reference that is available as part of the package of WOHT documents.

3.3 Advisory Councils and Working Groups. The Community Organization acknowledges that the WOHT has established Advisory Councils and Working Groups as means for selected WOHT Members to collaboratively participate in providing advice and guidance within the scope of an Advisory Council or participate in the development and implementation of work assigned to a Working Group. Opportunities to participate on an Advisory Council or Working Group are based on criteria approved by the Coordinating Council based on the principle of seeking out individuals with the needed expertise and experience, across WOHT Members who are willing and able to participate on an Advisory Council or Working Group.

3.4 Initiatives to Improve Care and Quadruple Aim. The Community Organization acknowledges that the WOHT has a mandate to engage WOHT Members in Initiatives established by a Working Group or Coordinating Council to improve quality and integration of

¹ The governing documents are approved by the Coordinating Council and are periodically reviewed and updated as the WOHT matures, and circumstances change.

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care and advance the WOHT's Quadruple Aim for some or all of WOHT's attributed population, and that an Initiative may have the potential to impact the mission or services that the Community Organization provides within Middlesex-London and Area. Should the Coordinating Council approve moving forward to implement any recommendation that impacts any of the Community Organization's mission or services, the WOHT acknowledges that as stated in Section 2, the Community Organization has complete control over the extent to which it may voluntarily participate in the implementation of any such recommendation.

4 OPPORTUNITIES TO CONTRIBUTE

- 4.1 Participation Costs.** The Community Organization acknowledges its responsibility to cover the costs associated with its participation on the Coordinating Council, Advisory Councils, Working Groups, Initiatives or other such activities including compensating the Community Organization's Staff for the time and business expenses associated with representing the Community Organization, unless the WOHT has provided prior approval to cover some of the Community Organization's costs that are related to participating in specific WOHT activities.
- 4.2 Coordinating Council.** Should one of the Community Organization's Staff be appointed to serve as a Co-Chair or as a Cluster Representative or Alternate on the Coordinating Council, the Community Organization agrees to ensure that the appointed individual will fulfill the responsibilities of that role as described in the Coordinating Council's Terms of Reference.
- 4.3 Advisory Councils and Working Groups.** Should the Community Organization have one of its Community Organization's Staff selected to serve on an Advisory Council or Working Group, the Community Organization acknowledges that the individual(s) are expected to fulfill the responsibilities associated with being a member of that Advisory Council or Working Group, contribute their expertise and experience, and to collaborate with other participants, and collaborate with its members to fulfill the terms of reference.
- 4.4 Initiatives.** The Community Organization acknowledges that Initiatives, as described in Section 3.4, might impact some aspect of the Community Organization's operations or services. As a WOHT Member, the Community Organization will have access to information about active Initiatives.

If an Initiative is likely to have a material impact on the Community Organization, then the Community Organization will be given the opportunity to assign one or more of its Community Organization's Staff to serve on that Initiative. Participation on an Initiative includes involvement in the work of the Initiative, access to documentation and draft recommendations, and all the opportunities, rights, and responsibilities described in the remainder of this Section.

If the Community Organization has not participated on an Initiative that develops recommendations that impacts the Community Organization, the Community Organization will have the opportunity to provide input to the Initiative on any draft recommendations as well as feedback to the sponsoring Working Group or the Coordinating Council. This feedback may cover any aspect of the recommendations as well as the Community Organization's position regarding its willingness to participate in the implementation of any recommendation should it be approved for implementation.

If the Coordinating Council approves a recommendation for implementation that impacts the Community Organization, the Community Organization will be invited to participate in the implementation planning recognizing that the Community Organization has the sole authority to control the extent and nature of any changes it may chose to make to its own operations and

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services and the extent to which the Community Organization works with other WOHT Members to jointly implement changes. The WOHT acknowledges that the Community Organization can not be directed to implement any WOHT decision, rather that implementation depends on the voluntary agreement and collaboration of the Community Organization and other WOHT Members impacted by a decision.

The Community Organization acknowledges responsibility to cover its own costs and address any human resource considerations, internal operations or service changes that result from implementing any recommendation that the Community Organization has agreed to implement on its own or in collaboration with one or more other WOHT Members.

5 INTEGRATION WITH OTHERS

5.1 Voluntary or Involuntary Integration. Should the Community Organization be involved in a voluntary or involuntary integration the WOHT will work with the resulting integrated organization to update this Agreement to reflect changes to its mission or scope of services with the intent that the resulting organization remains a member of the WOHT and to maintain continuity regarding the participation of any staff from the integrated organization who are involved in WOHT activities, councils, working groups, or Initiatives.

6 PRIVACY AND CONFIDENTIALITY

6.1 Personal Health Information. For the purpose of improving the integration of care by WOHT Members, the Community Organization will confirm that it has entered into a WOHT recognized data sharing agreement that covers sharing personal health information prior to sharing such information with other WOHT Members. When appropriate the Community Organization will share personal health information with other WOHT Members for the purposes of providing health services and coordinating its provision in accordance with applicable laws.

6.2 Confidentiality. The Community Organization agrees to share Confidential Information that is needed by the WOHT or other WOHT Members for the purpose of advancing the work of the WOHT, and to protect Confidential Information that it receives from the WOHT or another WOHT Member. The parties to this Agreement mutually agree not to disclose any Confidential Information received from the other party or another WOHT Member to a third party, except:

- (a) with written consent from the other party,
- (b) to the extent that disclosure is necessary to meet applicable laws or governmental or public authority directives or other requirements, or
- (c) as permitted under the terms of this Agreement.

6.3 Loss or Compromise of Confidentiality. If the Community Organization discovers any loss or compromise of the Confidential Information received from the WOHT or another WOHT Member, the Community Organization agrees that it will notify the WOHT or the provider WOHT Member promptly and cooperate with it to mitigate the loss or compromise. Upon request, the Community Organization shall return or destroy all Confidential Information received from the WOHT or the provider WOHT Member that it is not required to retain by applicable laws or other requirement. However, the Community Organization may, at its option, retain one copy of such Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement. The Community Organization may use the Confidential Information of the WOHT or another WOHT Member to exercise its rights and protect its interests under this Agreement and as required by applicable laws. For greater

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certainty, this provision applies to the Confidential Information of any WOHT Member. Any loss or compromise of personal health information shall be addressed in accordance with applicable laws and any data sharing agreement entered into between and/or among the WOHT Members.

6.4 Public Notices and Media Releases. The Community Organization agrees that all public notices, media releases and all other publicity concerning this Agreement or the WOHT shall be planned and coordinated through the Communications Working Group, and approved by the Coordinating Council, and the Community Organization shall not act unilaterally in this regard without the prior approval of the Coordinating Council, except where required to do so by applicable laws or governmental or public authority requirements. The official spokespersons for the WOHT shall be determined by the Coordinating Council from time to time.

The Community Organization has the right to publicly identify that it is a WOHT Member and to describe its involvement in the WOHT in its official publications and on its website.

7 DISPUTE RESOLUTION

7.1 Dispute Resolution. The Community Organization agrees to use its best efforts to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting other WOHT Health Organization's interests. However, if a dispute arises, the Community Organization shall follow the WOHT Dispute Resolution Process, acting in good faith and in a timely manner. The WOHT Dispute Resolution Process is found in WOHT documents.

If a dispute cannot be resolved through the WOHT Dispute Resolution Process, the Community Organization may withdraw from the applicable Advisory Council, Working Group, Initiative, or this Agreement in accordance with Article 8.

8 TERM, TERMINATION, WITHDRAWAL, SUSPENSION AND SURVIVOR PROVISIONS

8.1 Term. This Agreement shall start on the date of this Agreement and shall continue indefinitely, unless terminated because of WOHT's dissolution, or in accordance with the following Sections.

8.2 Mutual Termination. The Community Organization and WOHT may terminate this Agreement by mutual written agreement. The termination agreement may cover any further involvement of the Health Organization with the WOHT and how the Section 9.10 survival provisions will apply.

8.3 Withdrawal from WOHT. The Community Organization may withdraw from this Agreement by providing at least 90 days' notice to the WOHT. The Community Organization and the WOHT will meet to agree to a withdrawal plan to define how the Community Organization will transition to no longer being a WOHT Member, and how the Section 9.10 survival provisions will apply.

8.4 Withdrawal from Initiative. The Community Organization may withdraw from a WOHT Initiative, in which it is participating, by providing at least 30 days' notice to the Chair of the WOHT Working Group sponsoring the Initiative. The Community Organization's participation in the Initiative will cease at the end of the notice period. After withdrawing from an Initiative, the

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Community Organization retains the opportunities and rights described in Section 4.5 as a non-participant in the Initiative.

8.5 Suspension. The Community Organization acknowledges that a staff member could be suspended from participating in WOHT activities or initiatives by the WOHT through its Coordinating Council if a staff member has:

- failed to participate in good faith in the Dispute Resolution Process; or
- persistently failed to act in good faith or in a respectful manner with other WOHT Members or Participants; or
- persistently disrupted the work of the Coordinating Council, Operations Team, a Cluster, Advisory Council, Working Group, or Initiative; or
- failed to protect confidential information received from other WOHT Health Organization(s); or
- acted publicly in a manner that is detrimental to the WOHT.

If suspended the Health Organization will rectify the circumstances, which led to the suspension, to the satisfaction of the WOHT including whether the suspended individual will participate in any future WOHT activities or initiatives.

8.6 Survival Provisions. Should the parties mutually terminate this Agreement, the Community Organization withdraws as a WOHT Member or is expelled from the WOHT, the Community Organization shall cease to be a WOHT Member or a party to this Agreement. The Community Organization and WOHT will enter into a termination agreement that will confirm how the Community Organization will address the survival provisions listed below.

- (a) The Community Organization is responsible for provide the WOHT with any outstanding voluntary financial contribution that was due to be paid to the WOHT on or before the date this Agreement is terminated.
- (b) The Community Organization may choose to continue to participate in any active Initiative as a Participant and maintains control over the extent to which, if any, it voluntary participates in the implementation of any recommendation that was approved prior to or after the date it is no longer a WOHT Member.
- (c) The Community Organization remains accountable for its integrated service commitments and obligations to other WOHT Members that were made before the effective date of its mutual termination or withdrawal as a WOHT Member and shall work with the WOHT to develop strategies to reasonably fill any resource or service gaps left by no longer being a WOHT Member.
- (d) The Community Organization's accountability and obligations to protect personal health information and Confidential Information received from any other WOHT Member continues beyond the termination of this Agreement until such time as the Community Organization no longer possesses such information.
- (e) The Community Organization will remove any public description of its WOHT membership or involvement with the WOHT.
- (f) If involved in the WOHT Dispute Resolution Process, the Community Organization will continue to participate in this process with the goal of coming to satisfactory resolution among the parties to the dispute.

9 GENERAL

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- 9.1 Independent Contractors.** The relationship between the Community Organization and the WOHT under this Agreement is that of independent contractors. This Agreement is not intended to create a partnership, agency, or employment relationship between the Community Organization and the WOHT or with other WOHT Members. The Community Organization and the WOHT acknowledge that neither party has the power or authority to bind the other party, or to assume or create any obligation or responsibility, expressed or implied, on behalf of the other party, or to hold itself out to any third party as a representative or agent of the other party.
- 9.2 Notices.** Where in this Agreement either party must give or make any notice or other communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the other party at the electronic address set below its respective signature. Notice of communication shall be deemed received one Business Day after delivery or sending. The Community Organization and WOHT agree to keep the other party updated to any change to its contract information. “**Business Day**” means any working day, Monday to Friday, excluding statutory holidays observed in Ontario.
- 9.3 Entire Agreement.** With respect to its subject matter, this Agreement contains the entire understanding between the Community Organization and the WOHT and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between the Community Organization and the WOHT respecting the subject matter of this Agreement.
- 9.4 Amendment.** Subject to Section 8.5, this Agreement may be amended only by mutual written agreement. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this Agreement, the Community Organization shall work cooperatively with its Cluster Representative or the WOHT as applicable to amend this Agreement to accommodate the change.
- 9.5 Assignment.** The Community Organization may not assign its rights or obligations under this Agreement without the prior written consent of the WOHT. This Agreement enures to the benefit of and binds the Community Organizations and its respective successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 5.1, the Community Organization may assign this Agreement without consent in the event of an integration order of the Minister of Health.
- 9.6 No Waiver.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Community Organization entitled to grant the waiver.
- 9.7 Severability.** Each provision of this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.
- 9.8 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitutes one agreement. Delivery of an executed counterpart of this Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page has been intentionally left blank.]

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The Community Organization and WOHT have executed this Agreement.

On Behalf of the Community Organization: _____

Signature

Name

Title

Contact email address

Date

On Behalf of the WOHT:

Signature

Name

Title

Contact E-mail Address

Date

Signature

Name

Title

Contact E-mail Address

Date