

Western Ontario Health Team HEALTH ORGANIZATION AGREEMENT

August 4, 2021

This COLLABORATION AGREEMENT is made as of _____, 202__.

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

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

WHEREAS the Health Organization wishes to become a WOHT Health 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 Health Organization to become a WOHT Health Organization Member and collaborate with other WOHT Members;

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

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

1 INTERPRETATION

1.1 In this Agreement the following definitions apply:

“**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 Health Organization Collaboration Agreement, and includes all schedules, as amended from time to time.

“**CDMA**” means the Collaborative Decision-Making Arrangements defined by the Ministry of Health that apply to all OHTs.

“**Cluster**” means a grouping of entities and individuals that collectively meet the definition of a WOHT named Cluster that has been approved by the Coordinating Council and has signed a Cluster Collaboration 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 the Health Organization has received from another WOHT Member that has been identified as confidential or it is reasonable to assume is confidential, except for information that was public knowledge at the time it is received by the Health Organization or later becomes public knowledge through no fault of the Health Organization.

Health Organization Member Agreement

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

“Health Organization’s Staff” means anyone with a formal association with the Health Organization whether professional staff, employees or volunteers who represents or is actively involved in the WOHT on behalf of the Health 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. An **“Initiative Agreement”** is the document that defines the purpose, expected duration and scale of an Initiative. An Initiative of significant duration and scale is managed using WOHT’s project management practices that reflect the anticipated scale and duration of the work effort.

“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 of an Initiative Agreement.

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

“WOHT Health Organization Member” means a WOHT Member that meets the criteria established for a member of WOHT’s Health Organization Category and has signed a Health Organization Collaboration 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, Individual Member Category, and Supporting 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.

2 MEMBERSHIP AND RESPONSIBILITIES

2.1 Membership Category. This Agreement describes the potential opportunities available to the Health Organization as a WOHT Health Organization Member and the relationship between the two parties. As a WOHT Member there is the expectation that to the extent that resources allow, the Health Organization, and Health 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 evolve 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 Health Organization may choose to join an existing Cluster if it meets that Cluster's membership eligibility criteria.

If desired the Health Organization may choose to join one or more other Clusters (Mental Health and Addictions, Community Support Services, Primary Care, home and Community Care, Hospital, and Long-Term Care) 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 Health Organization may change its designated Cluster(s) by providing the WOHT with written notice of the change request. The Health 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 Health 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 Health 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, to adhere to its ethical framework, or meet its respective responsibilities under applicable laws and any government funding agreements.

2.4 Opportunities. The Health Organization may have opportunities to participate in WOHT Initiatives or functions that are commensurate with the Health Organization's roles and criteria established by the Coordinating Council. The Health 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 Health Organization makes to advancing the work and success of the WOHT.

2.5 Inclusion of Health Organization's Staff. This Agreement covers the Health Organization's Staff who are authorized by the Health Organization to be involved in leadership roles or the work of the WOHT in collaboration with other WOHT Members. The Health Organization retains responsibility for the behaviour of the Health 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 Health 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 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 Health 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 Health Organization agrees to work collaboratively with other WOHT Members in a courteous and civil manner and to strive to develop a spirit of trust. Should a dispute arise involving the Health Organization it will fully participate in seeking a timely resolution following the WOHT's Dispute Resolution Process.
- (c) The Health 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 Health Organization's other contractual and service obligations and relationships outside of the WOHT.
- (d) If the Health 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 Health Organization agrees to promptly notify the WOHT or the 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 WOHT agrees to provide the Health Organization with a copy of governing documents approved by the Coordinating Council recognizing that the WOHT's governing practices are intended to be periodically reviewed and revised as the WOHT matures and circumstances change. The WOHT is planning to provide all WOHT Members with on-line access to all WOHT documents.
- 3.2 Coordinating Council.** The Health Organization recognizes the Coordinating Council as the WOHT's senior collaborative decision-making body. The composition, mandate, and processes of the Collaborating 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 Health 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 Health 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 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 Health Organization provides within Middlesex-London and Area. Should the Coordinating Council

approve moving forward to implement any recommendation that impacts any of the Health Organization's mission or services, the WOHT acknowledges that as stated in Article 2, the Health 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 Health 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 Health Organization's Staff for the time and business expenses associated with representing the Health Organization, unless the WOHT has provided prior approval to cover some of the Health Organization's costs that are related to participating in specific WOHT activities.
- 4.2 Coordinating Council.** Should the Health Organization have one of its Health Organization's Staff appointed to serve as a Co-Chair or as a Cluster Representative or Alternate on the Coordinating Council, the Health 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 Health Organization have one or more of the Health Organization's Staff selected to serve on an Advisory Council or Working Group, the Health 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 Health Organization acknowledges that Initiatives, as described in Section 3.4, might impact some aspect of the Health Organization's operations or services. As a WOHT Member, the Health Organization will have access to information about active Initiatives.

If an Initiative is likely to have a material impact on the Health Organization, then the Health Organization will be given the opportunity to assign one or more of its Health Organization's staff or leaders 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 Health Organization has not participated on an Initiative that develops recommendations that impact the Health Organization, the Health Organization will have the opportunity to provide input to 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 Health 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 is likely to impact the Health Organization, the WOHT will invite the Health Organization to participate in the implementation planning recognizing that the Health Organization has the sole authority to control the extent and nature of any changes it may chose to make to its own operations and services and the extent to which the Health Organization works with other WOHT Members to

jointly implement any recommendation.¹ The WOHT acknowledges that the Health Organization can not be directed to implement any WOHT decision, rather that implementation depends on the voluntary agreement and collaboration of the Health Organization along with other WOHT Members impacted by a decision.

The Health 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 Health 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 Health 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 Health 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 Health 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 Health 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 to another WOHT Member to a third party, except:

- (a) with written consent of 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.

The Health 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 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.

6.3 Loss or Compromise of Confidentiality. If the Health Organization discovers any loss or compromise of the Confidential Information received from the WOHT or another WOHT

¹ It is the responsibility of the Cluster Representative to recognize if a decision may potentially impact members of the Cluster, and to inform Cluster members of decisions that may impact one or more members of the cluster.

Member, the Health 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 Health 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 Health Organization may, at its option, retain a copy (electronic or paper as applicable) of such Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement.

- 6.4 Public Notices and Media Releases.** The Health 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 Health 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 Health 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 Health 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 Health 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 the WOHT Mission, Strategic Directions, Structure and CDMA document.

If a dispute cannot be resolved through the WOHT Dispute Resolution Process, the Health Organization may withdraw from the applicable Advisory Council, Working Group, Initiative, or this Agreement in accordance with Section 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 Health Organization and WOHT may terminate this Agreement by mutual written agreement. The parties will enter into a mutual termination agreement that covers the relevant the survival provisions listed in Section 8.6.
- 8.3 Withdrawal from WOHT.** The Health Organization may withdraw from being a WOHT Member and from this Agreement by providing at least 90 days' notice to the WOHT. The parties will enter into a withdraw agreement that covers how the Health Organization will transition to no longer being a WOHT Member and addresses the relevant the survival provisions listed in Section 8.6.
- 8.4 Withdrawal from Initiative.** The Health Organization may withdraw from an 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 Health Organization's participation in the Initiative will cease at the end of the notice period. After withdrawing from an Initiative, the Health

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

8.5 Suspension. The Health 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, or the Health Organization withdraws as a WOHT Member, the Health Organization shall cease to be a WOHT Member. The Health Organization and WOHT will enter into a termination agreement that will confirm how the Health Organization will address the survival provisions listed below.

- (a) The Health 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 Health 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 Health 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 Health 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 Health Organization no longer possesses such information.
- (e) The Health 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 Health Organization will continue to participate in this process with the goal of coming to satisfactory resolution among the parties to the dispute.

9 GENERAL

- 9.1 Independent Contractors.** The relationship between the Health 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 Health Organization and the WOHT or with other WOHT Members. The Health Organization and the WOHT acknowledge that neither party has the power or authority to bind the other party, 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 Health 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 Health Organization and the WOHT and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between the Health Organization and the WOHT respecting the subject matter of this Agreement.
- 9.4 Amendment.** 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 Health 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 Health 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 Health Organization and its respective successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 5.1, the Health 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 Health 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.]

Health Organization Member Agreement

The Health Organization and WOHT have executed this Agreement.

On Behalf of the Health 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