

Western Ontario Health Team INDIVIDUAL MEMBER AGREEMENT

August 4, 2021

This AGREEMENT is made as of _____, 202__.

BETWEEN [Name of Individual]
hereinafter referred to as “Individual”

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

WHEREAS the Individual wishes to become a WOHT Individual Member and to work together with other WOHT Members in advancing the achievement of 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 Individual to become a WOHT Individual Member;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in considerations of the mutual covenants and agreements contained herein, the Individual 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 Individual 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 WOHT named 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.

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

“**WOHT Individual Member**” means an individual who meets the criteria established for this WOHT Individual Membership Category and has signed a WOHT Individual Membership Agreement.

“**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.

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“**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 that are parties to an Initiative that are not WOHT Members.

“**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 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.

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

“**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 Individual as a WOHT Member and the relationship between the two parties. As a WOHT Member there is the expectation that the Individual 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 Individual may choose to join an existing Cluster (Mental Health and Addictions, Community Support Services, Primary Care, home and Community Care, Hospital, and Long-Term Care) if the Individual meets that Cluster's membership eligibility criteria.

{If applicable} The Individual has chosen to join the [CLUSTER NAME] and accepts responsibility for participating in and supporting the Cluster roles.

In the future the Individual may choose to join another Cluster or change its designated primary Cluster by providing the WOHT with written notice of the change request. The Individual's ability to join a Cluster or change its designated Cluster depends on meeting the Cluster's eligibility criteria. The Individual 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 Individual's ongoing professional autonomy, relationships, right to provide services, exercise professional authority or comply with professional responsibilities under applicable laws and professional obligations.

2.4 Opportunities. The Individual may have opportunities to participate in WOHT Initiatives or functions that are commensurate with the individual's professional and personal expertise, knowledge, and experience. In addition, the Individual may attend forums organized by the WOHT and receive communications about WOHT activities, decisions, developments. The WOHT will recognize the contributions the Individual makes to advancing the work and success of the WOHT.

2.5 In-Kind Contributions. The WOHT recognizes that any time the Individual spends on WOHT activities represents a voluntary contribution to facilitate the WOHT accomplishing its shared priorities and meet the WOHT's accountabilities. It is recognized that the nature and size of any voluntary contribution will reflect the Individual's availability of time to contribute to advancing WOHT activities of interest to the Individual.

2.6 Disclosure, Minimizing Conflicts, and Transparency.

- (a) The Individual agrees to communicate with 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 Individual 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 Individual, the Individual will fully participate in seeking a timely resolution following the WOHT's Dispute Resolution Process.

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- (c) The Individual agrees to disclose any conflicts of interests in a timely manner that may arise while working on WOHT activities. The Individual agrees to work to eliminate, minimize, or mitigate any conflict between the WOHT and the Individual's other contractual and service obligations and relationships outside of the WOHT.
- (d) If the Individual 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, the Individual agrees to promptly notify the WOHT of the nature of the fact or circumstance and its anticipated impact so that the WOHT may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

3 GOVERNANCE

3.1 Governing Documents. The Individual will have access to WOHT documents and information that is provided to WOHT Members.¹

3.2 Coordinating Council. The Individual 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 Coordinating Council's Terms of Reference that is available as part of the package of WOHT documents.

3.3 Advisory Councils and Working Groups. The Individual acknowledges that the WOHT has or may establish 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 Individual may have the opportunity to engage in Initiatives 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 Individual provides within Middlesex-London and Area. Should the Coordinating Council approve moving forward to implement any recommendation that impacts any of the Individual's services, the WOHT acknowledges that as stated in Section 2, the Individual 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 Individual 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 the associated time and business expenses, unless the WOHT has provided prior approval to cover some of the Individual's costs that are related to participating in specific WOHT activities.

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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4.2 Coordinating Council. Should the Individual be appointed to serve as a Co-Chair or as a Cluster Representative or Alternate on the Coordinating Council, the Individual agrees to 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 Individual be selected to serve on an Advisory Council or Working Group, the Individual agrees 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 Individual acknowledges that an Initiative, as described in Section 3.4, may impact some aspect of the professional services that the Individual provides. As a WOHT Member, the Individual will have access to information about active Initiatives.

If an Initiative is likely to have a material impact on the Individual, then the Individual will be given the opportunity to serve on that Initiative. Participation on an Initiative includes access to the Initiative's documentation, and draft recommendations all the opportunities, rights, and responsibilities described in the remainder of this Section.

If the Individual has not participated on an Initiative that is develops recommendations that impact the Individual, then Individual will have the opportunity to provide input on 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 Individual, the Individual will be invited to participate in the implementation planning recognizing that the Individual has the sole authority to control the extent and nature of any changes the Individual may chose to make to the Individual's own operations or services and the extent to which the Individual works with other WOHT Members to jointly implement changes. The WOHT acknowledges that the Individual cannot be directed to implement any WOHT decision, rather that implementation depends on the voluntary agreement and collaboration of the Individual and other WOHT Members impacted by a decision.

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

5 INTEGRATION WITH OTHERS

Voluntary or Involuntary Integration. Should the Individual be involved in a voluntary or involuntary integration the WOHT will work with the resulting integrated entity to update this Agreement to reflect changes to its mission or scope of services with the intent that the resulting entity remains a member of the WOHT and to maintain continuity regarding the any participation of the Individual in WOHT activities.

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6 PRIVACY AND CONFIDENTIALITY

6.1 Personal Health Information. If applicable the Individual 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 Individual 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. If applicable, the Individual 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 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 Individual 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 Individual discovers any loss or compromise of the Confidential Information received from the WOHT or another WOHT Member, the Individual 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 Individual 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 Individual may retain one copy 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 Individual 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 the Individual shall not act unilaterally in this regard without the prior approval of the Coordination 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 Coordination Council from time to time.

The Individual has the right to publicly identify that they are a WOHT Member and to describe their involvement in the WOHT in professional documents and on their website.

7 DISPUTE RESOLUTION

7.1 Dispute Resolution. The Individual agrees to use its best efforts to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting

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other WOHT Individual's interests. However, if a dispute arises, the Individual 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 Individual 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 Individual and WOHT may terminate this Agreement by mutual written agreement. The termination agreement may cover any further involvement of the Individual with the WOHT and how the Section 9.10 survival provisions will apply.
- 8.3 Withdrawal from WOHT.** The Individual may withdraw from this Agreement by providing at least 60 days' notice to the WOHT. The Individual and the WOHT will meet to agree to a withdrawal plan to define how the Individual 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 Individual 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 Individual's participation in the Initiative will cease at the end of the notice period. After withdrawing from an Initiative, the Individual retains the opportunities and rights described in Section 4.5 as a non-participant in the Initiative.
- 8.5 Suspension.** The Individual acknowledges the potential of being suspended from participating in WOHT activities or initiatives by the WOHT through its Coordinating Council if the Individual 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 Members; or
 - acted publicly in a manner that is detrimental to the WOHT.

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

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

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- (a) The Individual may choose to continue their 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.
- (b) The Individual remains accountable for its integrated service commitments and obligations, actions and omissions to other WOHT Members that were made before the effective date of its mutual termination, withdrawal or expulsion 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.
- (c) Should the parties mutually terminate this Agreement because the Individual is part of a voluntary or involuntary integration, then the Individual may continue in their existing WOHT roles providing that the entity created through the voluntary or involuntary integration becomes a WOHT Member.
- (d) The Individual'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 Individual no longer possesses such information.
- (e) The Individual will remove any public description of its WOHT membership or involvement with the WOHT.
- (f) If involved in the WOHT Dispute Resolution Process, the Individual 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 Individual 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 Individual and the WOHT or with other WOHT Members. The Individual and the WOHT acknowledge that they do not have 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 themselves out to any third party as a representative of partner 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 Individual 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 Individual and the WOHT and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between the Individual 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

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governmental or public authority necessitates a change in the manner of performing this Agreement, the Individual shall work cooperatively with its Cluster Representative or the WOHT as applicable to amend this Agreement to accommodate the change.

- 9.5 Assignment.** The Individual 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 Individual and the Individual's successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 5.1, the Individual may assign this Agreement without consent in the event of a voluntary or involuntary integration.
- 9.6 No Waiver.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Individual 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.

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The Individual and WOHT have executed this Agreement.

On Behalf of the Individual:

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