

Western Ontario Health Team CLUSTER AGREEMENT

August 4, 2021

This AGREEMENT is made as of _____, 202__.

BETWEEN [Name of Association Representing the NAME OF Cluster]
hereinafter referred to as “Cluster”

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

WHEREAS the WOHT Members, represented by the [NAME OF ASSOCIATION], have identified their desire to be part of the this Cluster, have collectively agreed to enter into a Cluster Agreement with the WOHT to work with other WOHT Clusters and 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 [NAME OF ASSOCIATION] to become WOHT Cluster named [NAME OF CLUSTER];

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

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

1 INTERPRETATION

1.1 In this Agreement:

“**Advisory Council**” means any one of WOHT’s Advisory Councils established by the Coordinating Council that provide advise and guidance to the Coordinating Council, its Working Groups, and Projects as appropriate. “**Advisory Councils**” means all of these councils.

“**Agreement**” means this Cluster Agreement as amended from time to time.

“**Association**” means an organized group of WOHT Members united for the purpose of being part of this WOHT Cluster. Such an Association may also include individuals or entities who are not WOHT Members.

“**Cluster**” means the group of WOHT Members who have joined together and have agreed to enter into the WOHT Cluster Agreement.

“**Cluster Member**” means a WOHT Member who has selected to be a member of this Cluster.

“**Cluster Representative**” means each individual appointed by this Cluster to represent the Cluster as a voting member 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.

“**Initiative**” means a defined group of WOHT Members and Participants working collectively to plan, design, develop or implement improvements in how care services are delivered, or other work

WOHT Cluster Agreement

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 entities or individuals who are not WOHT Members that have been invited to become part of 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 consisting of its WOHT Members.

“WOHT Member” means an entity or individual who has signed a Member Agreement with the WOHT. “WOHT Members” means all of the entities and individuals who have signed a Member Agreement.

“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 CLUSTER RECOGNITION AND ROLES

2.1 Cluster Identification. This Agreement establishes the [CLUSTER NAME] Cluster as part of the WOHT organization structure and recognizes that this Cluster will represent the WOHT Members who have elected to be a part of this Cluster.

2.2 Cluster Association. The Association acknowledges that it includes all WOHT Members who have chosen to be a member of this Cluster, and that this Association will fulfill the roles and expectations that are described in Section 3. Should the Association also include individuals and entities who are not WOHT Members, then the Association must only include WOHT Members or are part of this Cluster in decisions related to its Cluster roles and responsibilities described in this Agreement.

2.3 Effective Inclusion of WOHT Cluster Members. The Association acknowledges its obligation to reach out and include any WOHT Member that has chosen to become part of the Cluster.

2.4 Non-Derogation. Nothing in this Agreement shall derogate from the Association's ongoing autonomy or constrain any roles and functions that the Association provides to its WOHT Members or other members that are outside the scope of this Agreement.

2.5 Opportunities. The Cluster has the right to fully participate, through its Cluster Representative(s) or Alternate(s), in all aspects of the work and functions of the Coordinating Council. The Cluster has the opportunity to advocate, nominate or promote the participation of Cluster Members in WOHT activities and functions that are commensurate with an individual's experience, expertise and skills on an Advisory Council, Working Group or Initiative. The Cluster may also advocate for the involvement of non-WOHT Members, on an Initiative.

WOHT Cluster Agreement

2.6 Cluster Representative(s). The Cluster has the right to develop its own process for selecting and appointing its [NUMBER] Cluster Representative(s) and Alternate(s) to represent the Cluster on the Coordinating Council. The role of a Cluster Alternate is to represent the Cluster when a Cluster Representative is not be able to attend a Coordinating Council Meeting. The Cluster agrees that its Cluster Representative(s) must be a WOHT Member or associated with the WOHT Member and is willing to:

- engage with other Cluster Representatives to enhance working relations and participate in the work of the Coordinating Council, and
- behave in a courteous and civil manner, work collaboratively with others in a spirit of trust, and strive to minimize, or mitigate any conflict that might arise.

2.7 Cluster Representative's Responsibilities. The Cluster is responsible for overseeing the behaviour of its Cluster Representative(s) and Alternate(s) in terms of how well they fulfill the following responsibilities on the Coordinating Council on behalf of the Cluster:

- To attend Coordinating Council meetings or to arrange for an Alternate to attend any meeting that a Cluster Representative(s) cannot attend. If being replaced by an Alternate, a Cluster Representative is responsible to ensure that the Alternate is briefed on the background of issues on the agenda and receives a copy of the meeting package and information needed to participated in the meeting.
- To provide Cluster Members with information about the outcome of Coordinating Committee meetings, distribute WOHT communications, and share possible opportunities for one or more Cluster Members to participate on an Advisory Council, Working Group or Initiative.
- To consult with Cluster Members regarding materials and decisions that are pending with the Coordinating Council, and to represent the Cluster's position and the input received from Cluster Members on such materials and decisions before the Coordinating Council.
- To collaborate with other Cluster Representatives and the Coordinating Council to advance the work of the WOHT.
- To be available to Cluster Members to discuss matters related to the Cluster's roles on the WOHT and fostering relations with other WOHT Clusters.

2.8 WOHT Clusters. The Cluster agrees to engage in communications and collaborate with other WOHT Clusters, to share information, develop ways in which to advance the mission of the WOHT, understand barriers to improve care, and improve mutual understanding of the contributions made by other WOHT Clusters.

2.9 Advisory Councils and Working Groups. The Cluster acknowledges its responsibility to communicate and promote the work of the WOHT's Advisory Councils, and Working Groups to its Cluster Members.

2.10 Promote Initiatives. The Cluster acknowledges the importance of promoting Cluster Members to be involved on any Initiative that is likely to impact the current roles and services provided by Cluster Members and to advocate to have one or more Cluster Member be invited to participate on such Initiatives.

The Cluster will inform Cluster Members of any recommendations brought to the Coordinating Council that are likely to impact one or more Cluster Member, to seek input from Cluster Member's regarding the suitability and implications of any recommendation, and inform the Coordinating Council of the position of the Cluster and Cluster Members on or before the Coordinating Council seeks consensus on the recommendations for implementation.

WOHT Cluster Agreement

The Cluster through its Cluster Representative(s) will advocate with the Coordinating Council to involve any Cluster Member who is impacted by one or more recommendations, to participate in its implementation especially if implementation of a recommendation is likely to impact how a Cluster Member delivers one or more care services or works with other WOHT Members.

Regardless of nature of any recommendation each Cluster Member maintains control over the extent to which WOHT recommendation is implemented by or has any impact on the Member's own operations or services. The WOHT acknowledges that no Cluster Member can be directed to implement any of the WOHT's decision, rather that implementation depends on the voluntary agreement and collaboration of the Member and other WOHT Members impacted by any of the recommendations.

3 CHANGES TO MEMBERSHIP AND CLUSTER'S SCOPE

3.1 Changes in Membership. The Cluster acknowledges that a WOHT Member may choose to join this Cluster based on the cluster membership criteria. Should a WOHT Member choose to become a Cluster Member, the Cluster will ensure they are included in the Cluster's activities and functions.

The Cluster acknowledges that a Cluster Member may choose to withdraw from being a Cluster Member or being a WOHT Member. Should either circumstance occur the withdrawing member loses the right to participate in the Cluster's activities and functions related to the WOHT, or to serve as a Cluster Representative or Cluster Alternate on the Coordinating Council, an Advisory Council, or a Working Group.

3.2 Voluntary Changes. The Cluster has the right to develop and submit recommendations to the WOHT that involve changing the scope of the Cluster in terms of the types of entities or individuals that could be Cluster Members, or in terms of the WOHT's definition of the Cluster. Should the Cluster wish to recommend a change, the Cluster Representative(s) will present the recommendation to the Coordinating Council for its review and seek consensus for the change. If the Cluster's recommendation is approved, the Cluster will work with the WOHT and any other Cluster impacted to implement the change in a timely manner.

3.3 WOHT Changes. In the future The WOHT may create a new cluster or modify the scope and membership criteria for an existing cluster as the WOHT matures or government requirements evolve over time. Should the WOHT make a change that impacts the Cluster or at least one Cluster Member, the WOHT will work with the Cluster and any other affected cluster to adapt to change.

4 PUBLIC NOTICES AND MEDIA RELEASES

4.1 Public Notices and Media Releases. The Cluster 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 Cluster 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 Cluster has the right to designate its own spokespersons to speak publically about Cluster specific activities and to identify that it is a part of the WOHT and to describe its involvement in the WOHT in its official publications and website.

WOHT Cluster Agreement

5 DISPUTE RESOLUTION

5.1 Dispute Resolution. The Cluster agrees to use its best efforts to encourage Cluster Members and Representatives to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting other WOHT Member's interests. If a dispute arises that involves a Cluster Member or Representative, the Cluster may choose to become involved in the WOHT Dispute Resolution Process, acting in good faith and in a timely manner to assist in reaching a resolution.

6 TERM, TERMINATION, AND REVISION

6.1 Term. This Agreement shall start on the date of this Agreement and shall continue indefinitely, unless terminated because of the dissolution of the WOHT, or in accordance with Section 8.2.

6.2 Termination of Agreement. The Cluster and WOHT may only terminate this Agreement by mutual written agreement. Should this Agreement be terminated, the Cluster Members and the WOHT will work together to address the implications for all parties impacted by the termination.

6.3 Revision of Agreement. At any time, either the Cluster or the WOHT may initiate discussions for the purpose of reviewing and revising this Agreement. Revision of this Agreement will be by mutual written agreement.

7 GENERAL

7.1 Notices. Where in this Agreement either party must give or make any notice or other communication to the other party, 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 or communication shall be deemed received one Business Day after delivery or sending. The Cluster 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.

7.2 Entire Agreement. With respect to its subject matter, this Agreement contains the entire understanding between the Cluster and the WOHT and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between the Cluster and the WOHT respecting the subject matter of this Agreement.

7.3 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 Cluster shall work cooperatively with its Cluster Representative or the WOHT as applicable to amend this Agreement to accommodate the change.

7.4 Assignment. The Cluster may not assign its rights or obligations under this Agreement without the prior written consent of the WOHT. Unless terminated under Section 8.2 this Agreement enures to the benefit of and binds the Cluster Members and its respective successors and permitted assigns.

7.5 No Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Cluster Representative entitled to grant the waiver.

WOHT Cluster Agreement

7.6 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.

7.7 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 Cluster and WOHT have executed this Agreement.

On Behalf of the Cluster:

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