



The Western Ontario Health Team: A collaborative partnership committed to improving healthcare for everyone

Town Hall for Signatories, Members, and Potential Future Members
June 28, 2021

Mike McMahon, Western OHT Coordinating Council Co-Chair

Linda Crossley-Hauch, Western OHT Coordinating Council Co-Chair

Amber Alpaugh-Bishop, Western OHT Lead

Dr. Sarah Jarman, Western OHT Clinical Lead

Brian Orr, Governance Working Group

What will you get out of today's Town Hall?



- Status of the Western OHT – some background and accomplishments since approval last summer
- Opportunities to get involved
- Understanding of the Membership process
- Answers to your questions

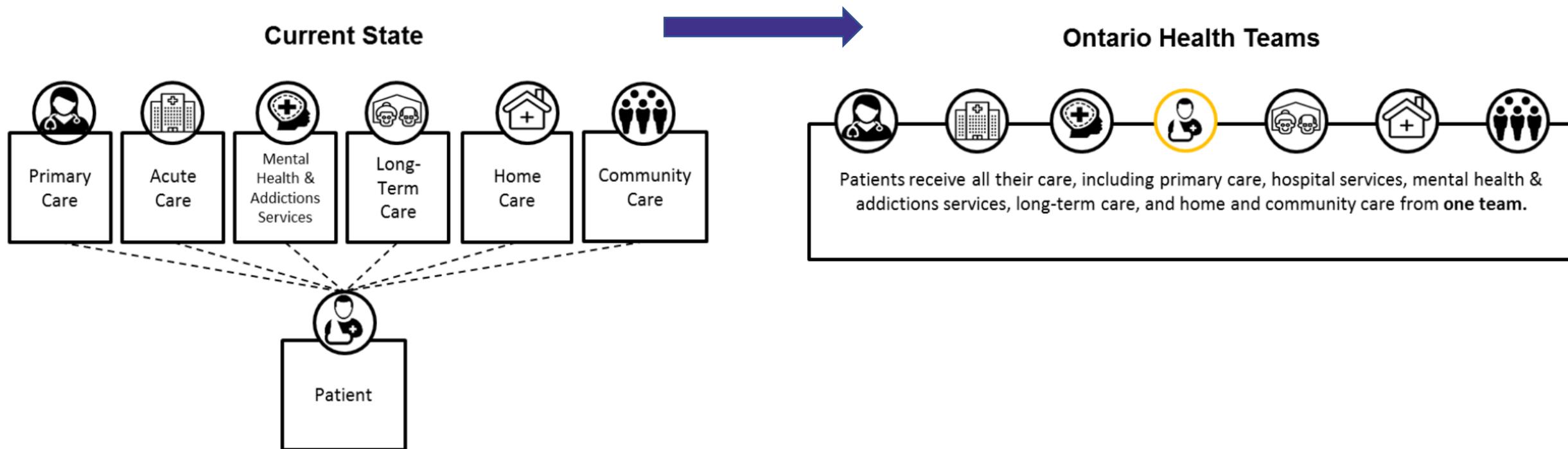
Why Ontario Health Teams (OHTs)?



- Despite all our best efforts, our health care system can feel confusing and disconnected for patients, clients, care partners, and providers
- This lack of clarity and connection can negatively impact patient/client/care partner experience, provider experience, patient outcomes, and system performance

Ontario Health Teams (OHTs) can help

Ontario Health Teams – Provincial Expectations



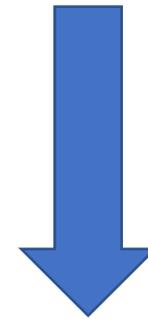
OHTs are groups of providers and organizations that, at maturity, will be clinically and fiscally accountable for delivering a full and coordinated continuum of care to a defined population.

[Become an Ontario Health Team - Health Care Professionals - MOH \(gov.on.ca\)](https://www.gov.on.ca)

How will we improve care, locally?

- In our first year, we will improve care for 2000-3000 people living with advanced COPD and/or CHF, who are in need of system-level care coordination or navigation, with a special emphasis on those at risk of institutionalization
- At maturity, we will support a population of over 514,000 people with all of their primary and secondary healthcare needs

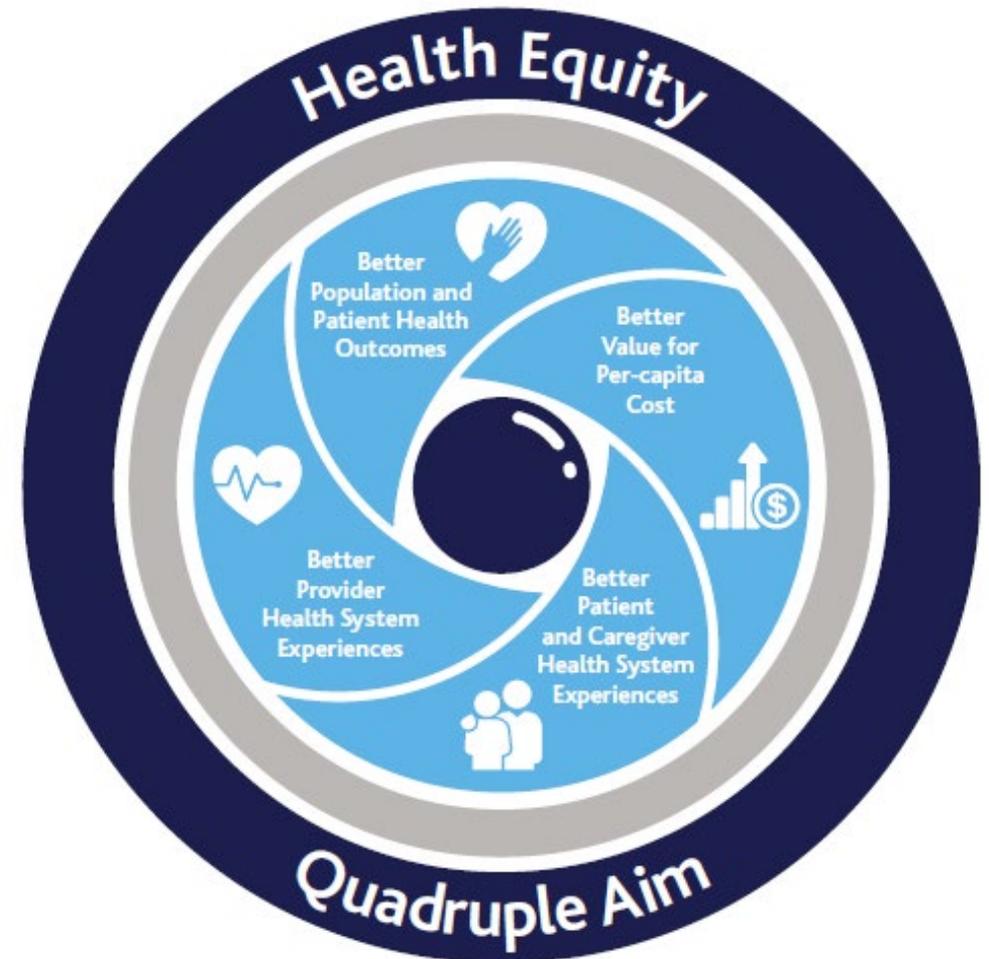
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514,000

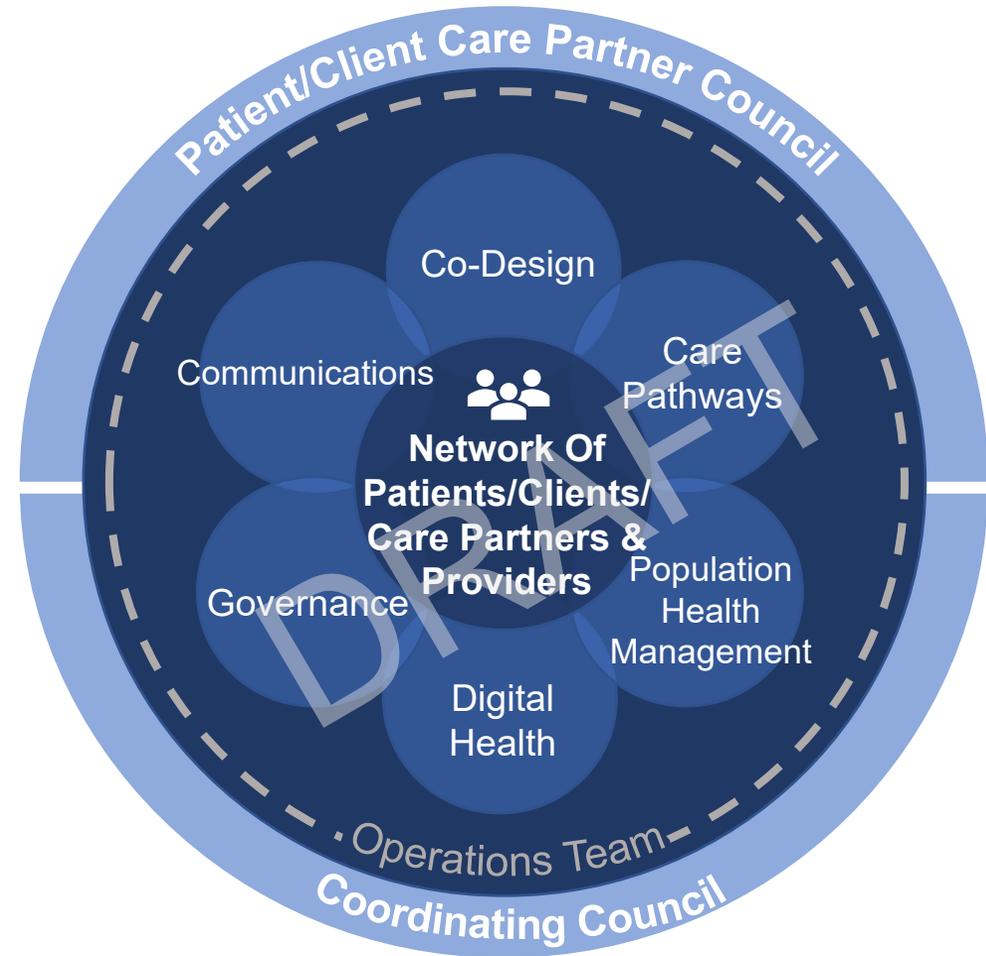
Commitment to Health Equity-Driven Quadruple Aim

- Better population and patient health outcomes
- Better patient/client and caregiver/care partner health system experience
- Better provider health system experience
- Better value per-capita cost
- ALL through the lens of Health Equity



Who is the Western OHT?

- We are a dedicated team of local healthcare providers and community members, accountable to the people who access care in Middlesex London, and each other, to achieve our shared purpose and work in alignment with our common values
- We are looking for 5 Patient/Client Care Partner Council members
- We are transitioning from interim representatives to long-term representatives at our Coordinating Council
- Working Groups are developing (e.g., Co-Design, Communications Task Force)

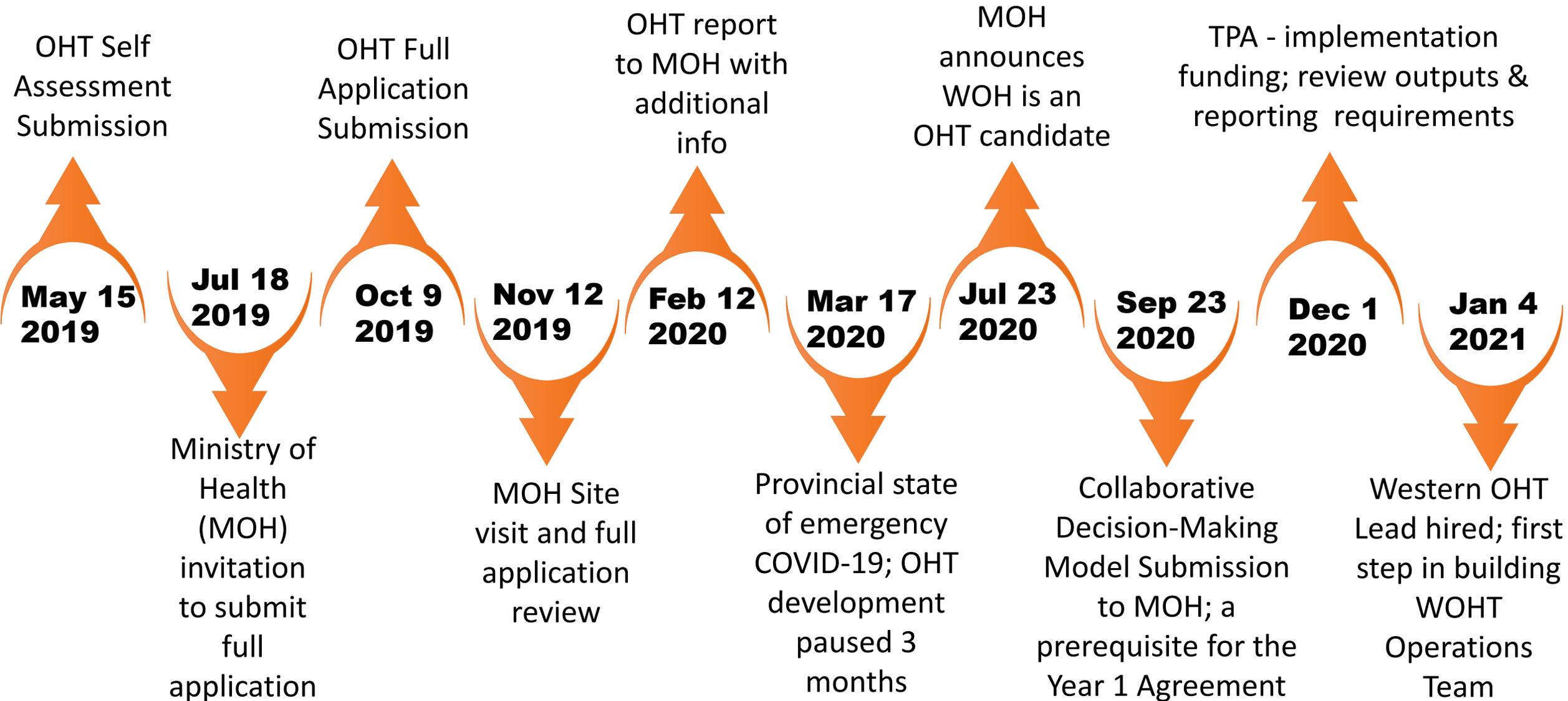


* See Appendix for list of current partners

Western OHT Coordinating Council and Operations Team

Coordinating Council	Alternates	Operations Team
Amber Alpaugh-Bishop, WOHT Lead		Janet Dang (LMPCA)
Sarah Jarmain, WOHT Clinical Lead		Daniel Pepe (London Lambeth FHO)
Mike McMahon, Co-Chair (TVFHT)		Matthew Meyer (LHSC)
Linda Crossley-Hauch, Co-Chair (Caregiver Partner)		Katey Young (WOHT)
Linda Sibley, Addictions (ADSTV)	Beth Mitchell, Mental Health (CMHA)	Nancy Dool-Kontio (LHSC)
Judi Fisher, CSS (Cheshire)	Carol Walters (Alzheimer London)	Kathlene Campbell-Conlon (WOHT)
Vineet Nair, Primary Care (CORE FHO)	Cathy Faulds (Palliative Care)	Vala Gylfadottir (WOHT)
Gord Schacter, Primary Care (London FHT)	Daniel Pepe (LLFHO)	Glen Kearns (LHSC, SJHC)
Scott Courtice, Primary Care Organization (LIHC)	Gail McMahon (Health Zone)	Jacobi Elliott (WOHT)
Daryl Nancekivell, Home & Community Care (SWLHIN)	Will Lomas (VHA Home HealthCare)	Sarah Jarmain (WOHT, SJHC)
Jackie Schleifer Taylor, Hospital (LHSC)	Adam Dukelow (LHSC)	Alex Smith (LHSC)
Gillian Kernaghan, Hospital (St. Joseph's HC)	Jodi Younger (SJHC)	
Todd Stepanuik, Hospital (MHA)	Steph Ouellet (MHA)	
Neal Roberts, EMS (MLEMS)		Patricia Hoffer (SJHC) – ad hoc
Louise Milligan, Patient/Caregiver Partner		Shannon Sibbald (Western) – ad hoc
Gary Jazey, Patient/Caregiver Partner	Aindrea Cramp, Patient/Caregiver Partner*	Rob Sibbald (LHSC) – ad hoc
Tanya Pol, LTC (McCormick Home)	Lisa Maynard (Revera)	
TBD, Indigenous Health		
Chris Mackie, Public Health (MLHU)		
Cathy Burghardt-Jesson, County of Middlesex		
Craig Cooper, City of London		

What has our Western OHT journey been to date?



Highlights of Accomplishments to Date



- Foundation of trust and action via COVID response
- Patient/Client/Care Partner Council
- Attention to Governance
- Current State Healthcare Ecosystem Map
- Commitment to Population Health Management
- Commitment to Equity and associated training (e.g., Indigenous Cultural Safety Training)
- Building the WOHT Ops Team
- Solidified commitment to a health equity-driven quadruple aim
- Established our purpose and values
- Established reimbursement/ compensation for patients/clients/care partners and physicians
- Solidifying long-term reps on the Coordinating Council
- Launched Care Pathway Mapping
- Launched our Co-Design approach
- Established connection with provincial tables and resources (e.g., OHT Leads, ADVANCE Leadership series and Coaching Academy, etc.)
- Drafted Western OHT Commitment document

What is expected of the Western OHT from the Ministry of Health?

By March 31, 2022:

- Care has been re-designed for patients in the OHT's priority population(s).
- Every patient in the OHT's priority population(s) experiences coordinated transitions between providers - there are no 'cold hand-offs'.
- Every patient in the OHT's priority population(s) has access to 24/7 coordination and system navigation services.
- The majority of patients in the OHT's priority population(s) who receive a self-management plan understand the plan, and the majority who receive access to health literacy supports use those supports.
- More patients in the OHT's priority population(s) are accessing care virtually and accessing their digital health records.
- Most primary care providers to the OHT's priority population(s) are members of, or partners with, the OHT.
- Information about OHT member service offerings is readily available and accessible to the public, e.g. through a website.
- Progress has been made to reduce inappropriate variation in care and implement clinical standards or best available evidence.
- The OHT's performance has improved on measures of access, transition, coordination of care, and integration.

Western OHT Timelines May 2021- March 2022

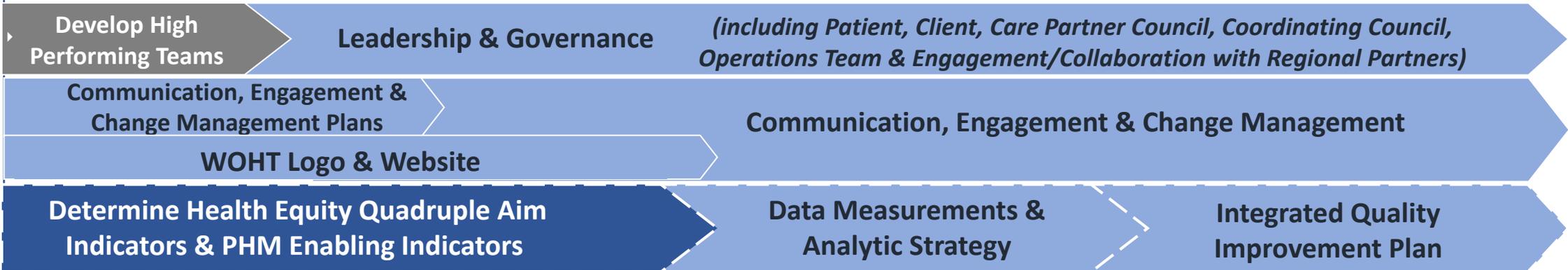
Dark Blue = Co-Design Applied

Light Blue = Engagement Applied

May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
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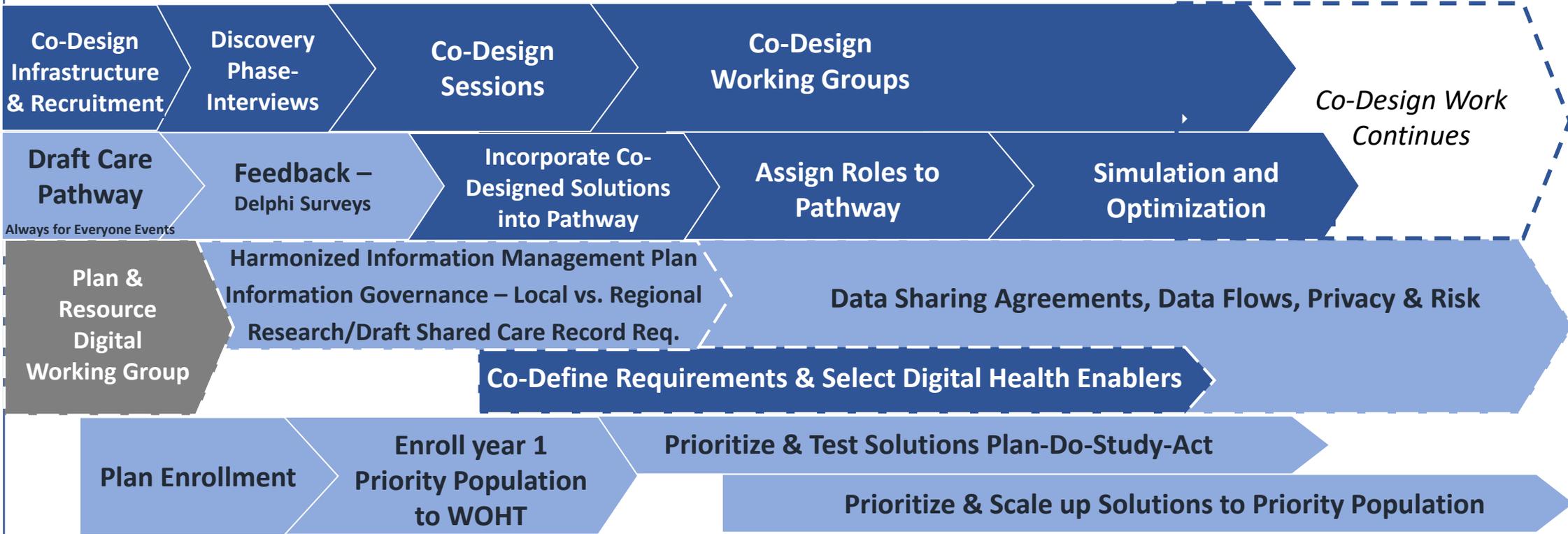
Enabling Infrastructure

- Lead Gov
- Communication
- Performance



Population Health Management (PHM) Deliverables

- Co-Design
- Care Pathway
- Digital Health Enablers
- Implementation



But what has the OHT done to improve care for patients and providers to date?

- Facilitated discussions and supported improvement to the London Middlesex COVID Remote Care Management (RCM) program so that everyone across London Middlesex who tests positive for COVID-19 has equitable access to virtual monitoring
- Funded a pilot of “We Speak” pre-scheduled or on-demand video or phone interpretation in support of pilot primary care sites for AstraZeneca vaccination
- Building on the success of dedicated system partners, recently started supporting the planning and implementation of cultural community vaccine clinics, aimed at delivering first dose vaccine for people experiencing barriers to other vaccination processes



Western OHT Purpose Statement – Our Why

PATIENTS/CLIENTS/CARE
PARTNERS & PROVIDERS

Improving our healthcare experience together -

IMPROVEMENT,
ACTION-ORIENTED

COLLABORATION,
CO-DESIGN,
CO-CREATION

where people are heard, care is connected, and

PATIENTS/CLIENTS/CARE
PARTNERS & PROVIDERS

WE ASK AND WE LISTEN,
BECAUSE WE CARE

SEAMLESS, DIGITAL HEALTH
ENABLERS, CARE MANAGEMENT

whole health is possible for everyone

PHYSICAL, SPIRITUAL, MENTAL,
EMOTIONAL, ENVIRONMENTAL,
SOCIAL, CULTURAL, ECONOMIC

EQUITY, INCLUSION,
DIVERSITY

Our Common Values

WE ARE COLLABORATIVE

WE ARE TRUSTWORTHY

WE ARE TRANSPARENT

WE VALUE EQUITY

Indigenous Cultural
Safety Training

“Always for everyone events”
form the basis of Care
Pathway mapping

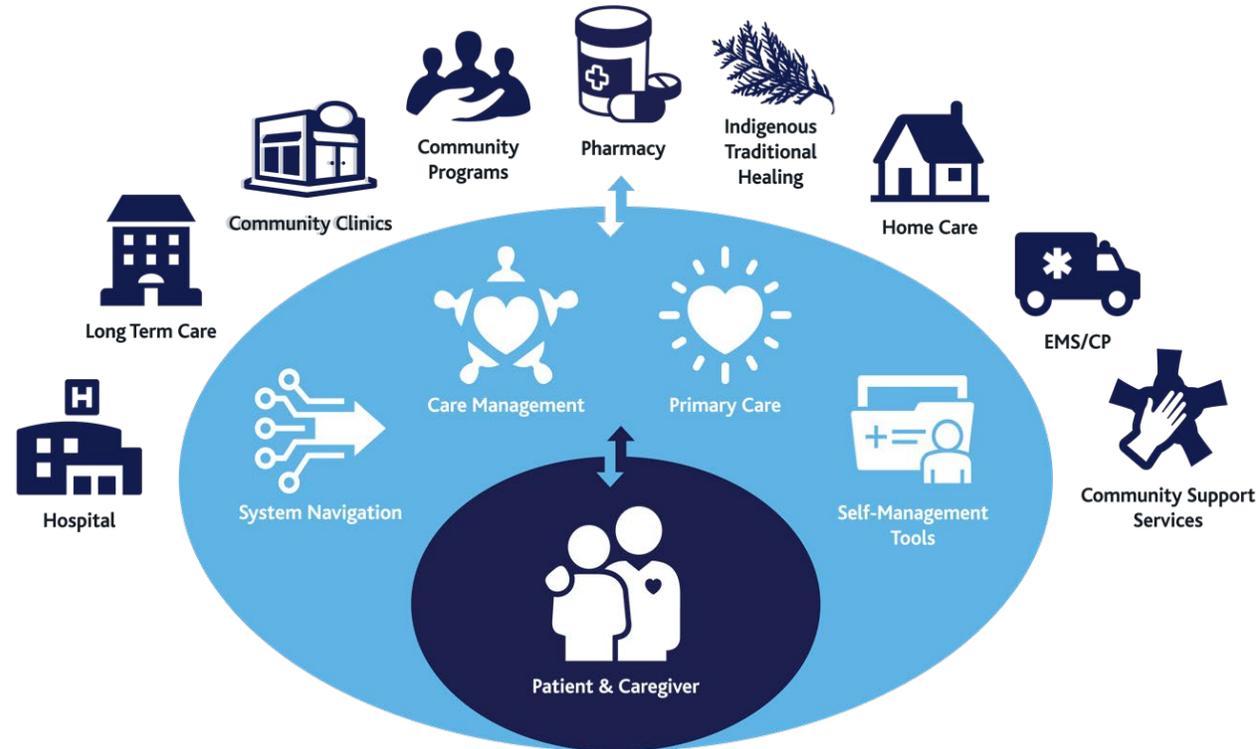
Cultural and Linguistic
Sensitivity training

Equity, Diversity, Inclusion, & Decolonization

Our engagement plan is designed to include people from as broadly diverse backgrounds as possible. We will actively seek to engage individuals with each of the experiences noted below:

- Urban and rural
- Immigrants and newcomers
- Various age categories
- Various genders and sexual orientations
- Various racial or ethnic groups
- Various languages
- Various income levels
- People with disabilities
- People with literacy challenges
- People who act as care partners
- People with and without access to personal transportation
- People with and without access to care partners
- People with various states of disease severity

What will be different with a Population Health Management approach?



Sustained
Care
Relationship

Shared Care
Record

Individualized
Care Plan

* See Appendix for milestones expected by March 31, 2022, as per our Transfer Payment Agreement

What will the OHT be like for patients/clients/care partners?

I have an **individualized plan** for my health that I (and my caregiver) helped design

I feel that I am **respected, included**, and am being treated **equitably**

I know that someone who understands me, my needs, and my context **is looking out for me**



Patient & Caregiver

I (and the people who care for me) have **access to my health information** including my individual plan

I know **who to contact** if I have a problem/question related to my health

I know **what to expect** and **what is expected of me**

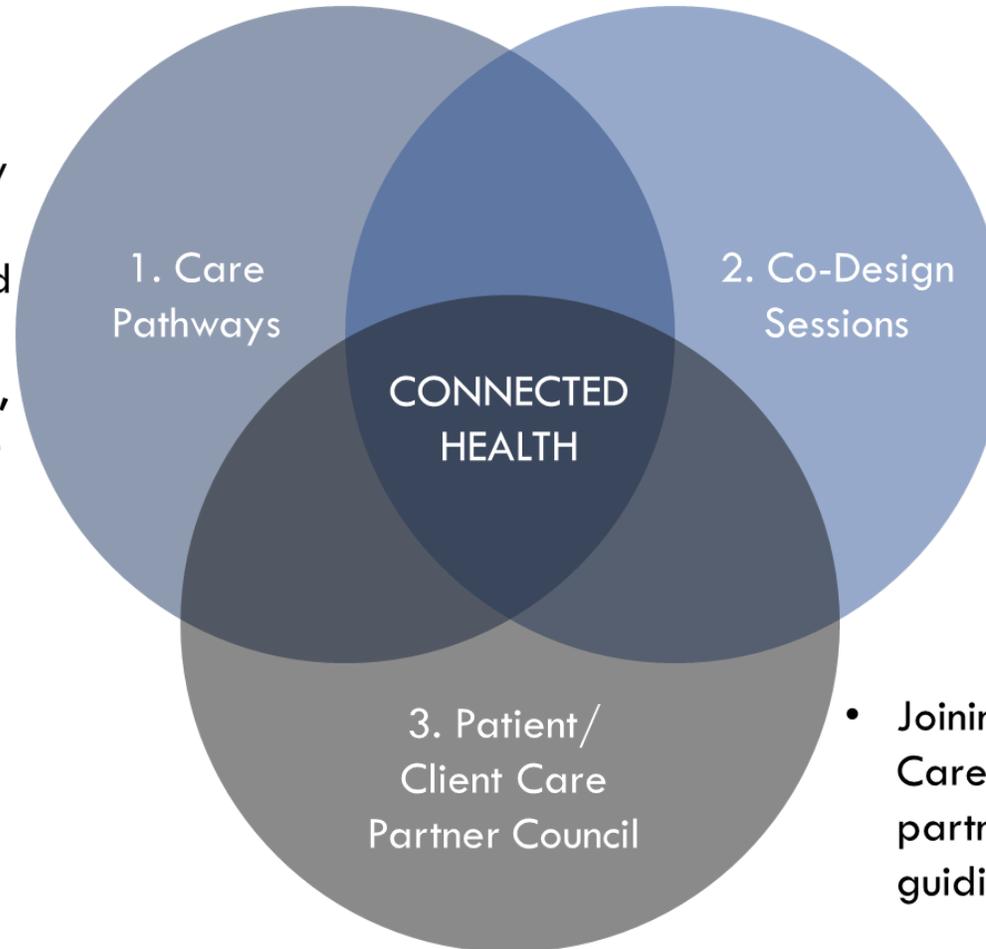
How to have your voice and your patient/client/caregiver's voices heard as we improve care?



- Ask your patients/clients who access care in the London-Middlesex area and have Congestive Heart Failure (CHF) and/or Chronic Obstructive Pulmonary Disease (COPD), as well as family care partners and providers of patients with these diseases, to get involved
- Volunteer as a provider of patients/clients with CHF and/or COPD to co-define problems in the system and co-design solutions with us via our Network of Patients/Clients/Care Partners/Providers
- Encourage your staff/team who support people living with CHF and/or COPD to talk with us about their experiences

How to have your voice and your patient/client/caregiver's voices heard as we improve care?

- Participate in care pathway development, working with a team of people with lived experience, clinicians, organization administrators, and researchers to improve patient care pathways for CHF and COPD



- Sharing your personal health care experience in writing, in person (virtually) or on video
- Attending focus groups or problem-solving sessions with healthcare providers (we call these co-design sessions)

- Joining our Patient/Client Care Partner Council to partner with the WOHT in guiding its work

Becoming a Member of the Western OHT

- Health Organization Membership
- Community Organization Membership
- Individual Membership
- Cluster Membership



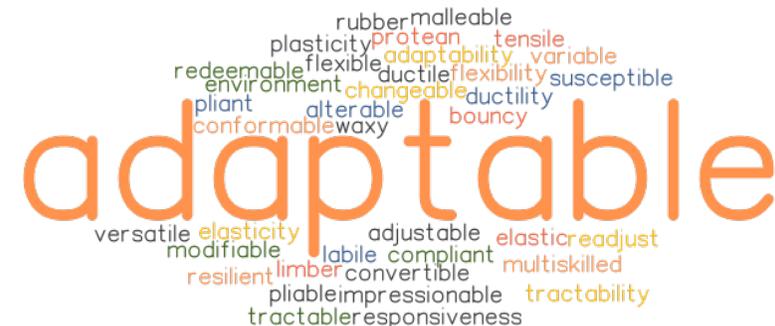
Member Collaboration Agreements - Highlights



- Member Agreement signals commitment to support the work of the Western OHT (e.g., support staff to participate in Coordinating Council/Working Groups/Advisory, help recruit patients/clients/caregivers for co-design, participate in/provide input to initiatives)
- Member maintains its ongoing autonomy and fiduciary responsibility of its board of directors (i.e., maintains complete control over the extent to which it may voluntarily participate in the implementation of recommendations from the Western OHT work)
- Member may be asked to voluntarily contribute in-kind or financial resources to the Western OHT

Member Collaboration Agreements - Highlights

- Members can also join a “Cluster” (e.g., Long-Term Care Home cluster)
 - Enables participation of a “cluster” in the work of the Western OHT through its “cluster” representative/alternate
 - “Clusters” develop own process for appointing representative/alternate
- Collaboration Agreement templates can be adapted to reflect the nature of the relationship and agreed-upon roles of members and clusters to promote membership and participation in the WOHT



What about organizations/individuals that signed the Western OHT application?

Western Ontario Health Team HEALTH ORGANIZATION AGREEMENT

March 11, 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”

- Signing the Western OHT signaled support for the application
- Becoming a member of the Western OHT signals support for the Western OHT moving forward

How can you get involved?

- Contact Jacobi Elliot (jacobi.elliott@sjhc.london.on.ca) to connect with our Network of patients/clients, caregivers, and providers
- Contact Amber Alpaugh-Bishop (amber.alpaugh-bishop@westernoht.ca; 226-236-6343) to become a member of the Western OHT
- Contact Kathlene Campbell-Conlon (kathlene.campbell-conlon@thamesvalleyfht.ca) to join our Western OHT Communications Mailing List

Get involved.



Questions?



Western Ontario Health Team CLUSTER AGREEMENT

March 11, 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 eEither the Cluster or the WOHT may initiate discussions for the purpose of reviewing and revising this Agreement.. Revision of this Agreement will be my 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

Title

Contact email address

Date

On Behalf of the WOHT:

Signature

Title

Contact email address

Date

Western Ontario Health Team HEALTH ORGANIZATION AGREEMENT

March 11, 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.

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“**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 [CLUSTER Names] 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

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.

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 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

Health Organization Member Agreement

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

Title

Contact email address

Date

On Behalf of the WOHT:

Signature

Title

Contact email address

Date

Western Ontario Health Team COMMUNITY ORGANIZATION MEMBER AGREEMENT

March 11, 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.

Community Organization Member Agreement

“**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.

Community Organization Member Agreement

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 [CLUSTER Names], 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 Ministry of Health and/or Ontario Health that may arise from time to time. It is recognized that

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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 care and advance the WOHT's Quadruple Aim for some or all of WOHT's attributed population,

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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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 services and the extent to which the Community Organization works with other WOHT Members

Community Organization Member Agreement

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 certainty, this provision applies to the Confidential Information of any WOHT Member. Any loss

Community Organization Member Agreement

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

Community Organization Member Agreement

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 voluntarily 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

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

Community Organization Member Agreement

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.]

Community Organization Member Agreement

The Community Organization and WOHT have executed this Agreement.

On Behalf of the Community Organization: _____

Signature

Title

Contact email address

Date

On Behalf of the WOHT:

Signature

Title

Contact email address

Date

Western Ontario Health Team INDIVIDUAL MEMBER AGREEMENT

March 11, 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.

Individual Member Agreement

“**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.

Individual Member Agreement

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 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.

Individual Member Agreement

- (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.

Individual Member Agreement

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.

Individual Member Agreement

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

Individual Member Agreement

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.

Individual Member Agreement

- (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

Individual Member Agreement

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.

Individual Member Agreement

The Individual and WOHT have executed this Agreement.

On Behalf of the Individual:

Signature

Title

Contact email address

Date

On Behalf of the WOHT:

Signature

Title

Contact email address

Date