

Sample Physician Association Agreement

THIS **ASSOCIATION AGREEMENT** made as of the __ day of ____, 201__.

BETWEEN:

Dr.
Dr.
Dr.

(collectively referred to as the “Physicians”)

WHEREAS the Physicians desire to constitute a group arrangement as an unincorporated association (the “Association”) in order for purposes including but not limited to selecting representative physicians for the Association Governance Committee (PAGC); selecting representatives for the broader __OHT Governing Committee (OHTGC); discussing clinical and policy matters regarding physician participation with respect to OHTs; and providing a forum for physicians to speak with one voice within the ____OHT catchment area;

We as physicians want to come together as an association so we can choose people to represent us both within our group and within any broader OHT governance structure. Our association also wants to discuss policy and clinical issues and speak on those issues with a unified voice.

AND WHEREAS the parties have entered into or are considering entering into participation agreements with other __OHT partners;

AND WHEREAS in constituting the Association, the Physicians desire to set out certain administrative procedures and covenants which are fundamental to the operation of the Association;

Since we are forming this association, we want to develop some rules for how it will function.

AND WHEREAS the Physicians agree to conduct their affairs in a manner that promotes participation, collegiality, democracy, legitimacy, transparency and cooperation.

We want to make sure that we assemble our association properly and that the group conducts itself properly.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements contained herein, the Physicians covenant and agree with each other as follows:

ARTICLE 1. INTERPRETATION

1.01 Definitions

“OHT” means Ontario Health Team

“PA” means Physician Association

“FHG” means Family Health Group

“FHN” means Family Health Organization

“FHT” means Family Health Team.

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1.02 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario.

1.03 Gender

The use of the term they shall be used to refer to all genders.

1.05 Meetings and Quorum

Unless otherwise stated herein the quorum to transact business at Association meetings shall be 50% plus one Physicians. Proxy voting is permitted by using the proxy form in Schedule "B" or such other form as the Physicians may decide. Electronic voting is permitted if the Physicians so decide.

At least half of the members of the association have to vote in order for decisions to be valid. You can assign someone else to vote for you by filling out a special form. Electronic voting is allowed if everyone agrees on it.

ARTICLE 2. ESTABLISHMENT OF THE ASSOCIATION

2.01 Purpose of the Association

The Association is established to create a representative body for physicians within the _____OHT.

2.02 Name

The name and style of the Association shall be the " _____ Physician Association" ("__PA") or such other name as the Physicians may from time to time agree upon. The Association is constituted for administrative purposes only and is not intended to create partnership or any similar form of undertaking.

We have named our association, but the purpose of the name is not to create a corporation or other partnership of any kind.

2.03 Term

The Association shall continue until dissolved by a unanimous resolution and shall include any person who has affixed his signature opposite his name on the signing pages hereto, but does not include those persons who may, from time to time, cease to be members of the Association. The admission or withdrawal of a Physician shall not cause the dissolution of the Association.

Our association will continue to exist until we unanimously decide to end it. Individuals can leave but that doesn't mean the association no longer exists.

2.04 Group Activities

The Physicians agree that the business of the Association will be carried out based on the attributes of collegiality, cooperation, democracy, legitimacy, participation and transparency.

2.05 Meetings

The Physicians shall meet as required to elect members to select a Governance Committee for this Association (PAGC) and to vote on proposed amendments to this Agreement and on other issues as shall arise from time to time. Notice of meetings shall be given by the Manager at least 15 days in advance of the meeting to include an agenda.

Our association will hold meetings when they are needed. Everyone will get 15 days' notice of the meeting. Meeting agendas are required.

ARTICLE 3. MANAGEMENT OF ASSOCIATION

3.01 Manager

- (a) The Manager shall be responsible for the day-to-day management of the Association, subject to the direction of the Physicians. Activities may include scheduling meetings, preparing agendas, taking minutes, and coordinating elections.
- (c) The Manager must be a Physician elected by the Group for an indefinite term or their representative or agent.
- (d) The Manager's duties and responsibilities may be described in a written position description approved by the PAGC, and will also include such tasks as are assigned by the PAGC from time to time.
- (f) The PAGC will decide on the process by which the Manager may be removed from office.
- (g) The Manager may receive a stipend as determined by __PA.

Either a member or someone hired as staff will manage the association.

3.03 Meetings of the Association

- (a) Each Physician shall have an equal interest in the Association and shall be entitled to one vote on Amendments and with respect to Elections as set out in sections 3.04 and 3.05 respectively.
- (b) The PA shall conduct regular meetings as required within the __OHT catchment area. In addition, any Physician may requisition a PA meeting upon not less than fifteen days prior written notice to each of the other Physicians. Any such notice shall specify the date and place of such requisitioned meeting and shall include an agenda.
- (c) The Manager shall keep minutes of all meetings and send notices as required.

Each member of the association gets one vote on decisions and in elections.

Any member of the association can call a meeting with 15 days' notice. An agenda is required when calling a meeting.

3.04 Amendments

- (a) Decisions on amendments to this Agreement shall be voted on at a meeting or electronically.
- (b) The __PA will approve any amendments only after approval by two-thirds of Participating Physicians who cast their ballot at a duly organized vote or meeting. Participating Physicians will receive at least fifteen days' notice of any meeting at which such vote will be taken.

If the association wants to change the terms of this agreement, at least 2/3 of the association's votes must approve the change. This special majority is required to make sure that the agreement cannot be changed on a whim.

3.05 Elections

- (a) Physicians will vote for four (X) representatives to sit on the Association Governance Committee by secret ballot, which may be electronic, in person, or by proxy.

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- (b) The candidates shall fall into four (4) categories:
 - a. Candidates practicing in FHTs
 - b. Candidates practicing in FHOs or FHGs (non-FHT affiliated)
 - c. Candidates practicing fee for service family medicine
 - d. Candidates practicing as specialists in the community
- (c) The successful candidates shall include:
 - a. X physicians practicing in FHTs
 - b. X physician practicing in a FHO or FHG (non-FHT affiliated)
 - c. X family physician practicing fee for service
 - d. X specialist physician practicing fee for service

Our association will have a Governance Committee. The members of that committee will be elected and should represent the types of physicians we have in our association. These are examples of types of physicians we might want represented. Different physician associations may have different groups of physicians listed here because the makeup of their group varies.

- (d) No more than one of the elected Group Physicians may be members in or affiliated with one FHT, FHO, or clinic.
- (e) The candidate with the majority of votes in each category shall be the successful candidate.

(f) The Physicians will vote for two (2) of the above physicians to sit on a Data Governance Subcommittee by secret ballot. Any physician may sit on the Data Governance Subcommittee.

Associations can choose to have sub-committees or chose not to have any (this is an example only).

4.0 Meetings of the Physician Association Governance Committee

- a) The PAGC shall meet monthly or as decided by the Chair with ten days' notice.
- b) Quorum for meetings of the PAGC shall be 50%+ 1 of the PAGC present in person or via virtual or teleconferencing tools.
- c) Voting shall be by consensus. If this cannot be achieved, a secret ballot shall be called requiring a 50%+1 majority.

These are the rules for the group's Governance Committee.

The Group's Governance Committee will meet once a month. The Chair may also call a meeting as-needed with ten days' notice. At least 50% of the Governance Committee's members must be able to attend in order for the meeting to take place.

4.01 Selecting members for the Broader OHT Governance Committee

- (a) The PAGC shall be responsible for selecting X physicians from amongst themselves to represent the PA on the broader ___OHT Governance Committee.
- (b) Any PAGC representative can submit their name for consideration.
- (c) At a minimum, there should be one primary care physician and one specialist physician selected.
- (d) The PAGC may use a third party (for example, a consulting company) to appoint from amongst themselves the X representatives using criteria to be determined in advance by the PAGC.
- (e) The PAGC may choose to select the representatives by vote as per 4.0 (c) above.

When the Governance Committee votes on issues, all members must agree unanimously for the vote to pass. If the governance committee cannot get consensus, then they will have a secret vote. A 51% majority is needed to win the secret vote.

These are the requirements and processes for selecting people to represent us (the physicians that belong to this association) on the OHT's Governance Committee.

5.0 Indemnification

It is acknowledged and agreed by each of the Physicians that this document is intended to be a shared decision making Agreement only and not in any way is it intended to establish or create a partnership. Nonetheless, there may be joint liabilities incurred for which each individual Physician could be exposed or responsible for an obligation of another Physician. In the event that their respective obligations and liabilities pertaining to the Association are several as to their respective interest, each Physician shall indemnify and save harmless the other Physicians (the "Indemnified Parties") from any and all claims, losses or liability whatsoever in excess of the Indemnified Parties' pro-rata share. Any Physician whose negligence or wilful misconduct has given rise to such claims, losses or liability shall not be entitled to the benefit of the protections provided in this paragraph.

6.0 Entire Agreement

This Agreement constitutes the entire agreement between the Physicians and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the parties. There are no oral representations or warranties among the Physicians of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by all Physicians.

7.0 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors, estates and assigns.

8.0 Severability

In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision(s) shall be deemed not to have been written and shall not affect the validity or enforceability of any other provisions of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

Signed, sealed and delivered

This document is meant to establish an agreement about how the association will make shared decisions. It is not intended to form a corporation or any other kind of partnership.

However, if the group of physicians in the association becomes liable for something, then the members of the association agree to share the responsibility equally unless one person is specifically responsible. In that case, the one responsible person agrees to pay for the others beyond the equal share. For example, if the association hires a staff person and then later decides to terminate them, the members of the association would need to split the termination pay for the staff person equally.

The risks associated with this part of the agreement are exceedingly low at this point since most Physician Associations do not currently have any funds.

This document is the entire official agreement for the association. This agreement overrides all other agreements made at any other point in time (whether verbal or written).

If the group of physicians in our association is found jointly liable for something and then you pass away, your estate would be responsible for paying your share. For example, your estate would be responsible for paying your share of the termination pay for the employee from the previous example.

Again, the risks associated with this part of the agreement are exceedingly low at this point since most Physician Associations do not currently have any funds.

If a court of law rules that part of this agreement is not valid or not enforceable, the rest of the agreement is still valid.

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Appendix A

PHYSICIAN ASSOCIATION Subscription Declaration

TO: All Associates
(hereinafter referred to as the "Association")

AND TO: All current members of the Association
(hereinafter referred to as the "Associate Physicians")

IN CONSIDERATION of the Association agreeing to allow me to become a member of the Association, and for other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby declare and agree as follows:

1. I have been provided with a copy of the _____ Physicians Association Agreement ("Agreement") dated February __st, 20___. I have read the Agreement, understand it, and have had the opportunity to obtain independent legal advice with respect to thereto.
2. I hereby agree to be a party to the Agreement.
3. If I decide to withdraw from the Association, I shall provide the Association and the Associate Physicians with at least two weeks' notice.

Dr. _____

(Note: To be signed personally or on behalf of a medicine professional corporation. If signed on behalf of a corporation then the words "I have authority to bind the corporation" must appear)

By signing this appendix, you agree to the terms laid out in the agreement above and are signing on to be a member of this Physician Association.

Appendix B

Proxy

The undersigned Physician hereby appoints _____ as proxy for the undersigned to attend, vote and act for and on behalf of the undersigned at the meeting of the Group to be held on the ____ day of _____, 20__, and at any adjournment or adjournments thereof with full discretion to vote this proxy according to the best judgement of the person voting this proxy at the Meeting.

If any amendments to or variations of matters identified in the Notice of Meeting are proposed at the meeting or if any other matters properly come before the meeting, this proxy confers discretionary authority to vote on such amendments or variations of such other matters according to the best judgement of the person voting this proxy at the meeting.

DATED this _____ day of _____, 20__.

Physician

NOTE: This proxy must be dated, signed by the Physician, must appoint another Physician as proxy and must state the Physician's name giving the proxy printed in block capitals.

This proxy may be modified to provide specific instructions concerning votes on particular matters to arise at the meeting. In such events, boxes should be provided designated "For", "Against" or "Abstain from Voting" beside a brief description of the matter.

Where the proxy is given on behalf of a Physician that is a medicine professional corporation, the signatory should include the following: "I have authority to bind the corporation."

This is the form that you must use if you want to assign a proxy to vote for you at a Physician Association meeting.