

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 to select representative physicians for the \_\_OHT Governing Committee (GC) and to approve or reject amendments proposed with respect to changes to the composition of the Governance Committee, changes in the organization of \_\_OHT and any alteration to or renewal of the fundamental terms of the \_\_OHT Agreement and/or the Accountability and Services Agreement with Ontario Health;

**AND WHEREAS** the parties have entered into participation agreements with \_\_OHT for the purposes of the fulfilling obligations under the \_\_OHT Accountability and Service Agreement;

**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;

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

**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**

In this Agreement, unless the context otherwise requires, the following additional definitions shall apply and the definitions in the OHT ASA and the \_\_OHT Agreement are incorporated by reference herein:

**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 terms “he” and “his” shall also mean the feminine, and the neuter gender when referring to an incorporated Physician.

### **1.05 Conflicts**

In the event of any conflicts or inconsistencies between the terms of this Agreement and those of the \_\_OHT Governance Agreement, the terms of the \_\_OHT Governance Agreement will prevail.

### **1.06 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.

## **ARTICLE 2. ESTABLISHMENT OF THE ASSOCIATION**

### **2.01 Purpose of the Association**

The Association is established to select representatives for the \_\_OHT and to approve all amendments to the \_\_OHT Governance Agreement.

### **2.02 Name**

The name and style of the Association shall be the "Southeast Ontario 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.

### **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.

### **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, participation and transparency.

### **2.05 Meetings**

The Physicians shall meet as required to elect members to represent \_\_PA at the GC and to vote on proposed amendments on changes to the composition of the GC, changes in the organization of GC and any alteration to or renewal of the fundamental terms of the Governance and/or the ASA. Notice of meetings shall be given by the Manager at least 15 days in advance of the meeting to include an agenda.

## **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 including scheduling meetings, preparing agendas, and coordinating elections.
- (c) The Manager must be a Physician elected by the Group for an indefinite term.
- (d) The Manager's duties and responsibilities may be described in a written position description approved by \_\_\_PA, and will also include such tasks as are assigned by the Physicians from time to time.
- (f) The Physicians 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.

### **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 all Association business.
- (b) The Physicians shall conduct regular meetings as required within the \_\_\_OHT catchment area. In addition, any Physician may requisition an Association meeting upon not less than ten 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.

### **3.04 Amendments**

- (a) Decisions on amendments to the \_\_\_OHT Governance 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 ten days' notice of any meeting at which such vote will be taken.

### **3.05 Elections**

- (a) Physicians will vote for four (4) representatives to sit on the GC by secret ballot.
- (b) The candidates shall fall into three (3) categories:
  - a. Candidates practicing in FHTs
  - b. Candidates practicing in FHOs or FHGs (non-FHT affiliated)
  - c. Candidates practicing fee for service

- (c) The successful candidates shall include:
  - a. Two physicians practicing in FHTs
  - b. One physician practicing in a FHO or FHG (non-FHT affiliated)
  - c. One physician practicing fee for service.
- (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 the Data Governance Subcommittee by secret ballot. Any physician may sit on the Data Governance Subcommittee.

**4.0 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.

**5.0 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.

**6.0 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    )  
 in the presence of                    )  
   )  
   )  
   )  
   )  
   )  
   )  
   )

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DRAFT

**Appendix A**

**SOUTHEAST ONTARIO 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 dated February \_\_<sup>st</sup>, 201\_, the \_\_OHT Governance Agreement, and ASA with Ontario Health (hereinafter referred to as the "Agreements"). I have read the Agreements, understand them and have had the opportunity to obtain independent legal advice with respect to thereto.
2. I hereby agree to be bound by all terms of the Agreements as a party to the Agreements as if I had signed the Agreements as of the date below written. Without limiting the generality of the foregoing obligation, I also agree as follows:
  - a. I will fulfil all Physicians' obligations listed in Agreements;
  - b. In the event that I breach any term of the Association Agreement, the Association and the Associate Physicians shall have the rights set out in the Agreement to terminate my membership in the Association; and
  - c. If I decide to withdraw from the Association, I shall provide the Association and the Associate Physicians with at least two weeks' notice. I understand that in such event, certain provisions of the Agreement continue to be binding upon me including with respect to my ongoing liabilities.

IN WITNESS WHEREOF this Subscription Declaration has been executed by myself on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_) Dr. \_\_\_\_\_  
Witness

***(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)***

**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 \_\_\_\_\_, 201\_, 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
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."