

THIS **ASSOCIATION AGREEMENT** made as of the _____.

**BETWEEN: (to include all of the OHT Primary Care Providers)
Drs. David Eisen, Alan Monavvari, Maria Muraca and Rebecca Stoller**

- and -

Each person that from time to time executes this agreement as a subscriber Primary Care Provider pursuant to the subscription set out on Appendix "A".

(collectively referred to as the "PCPs")

WHEREAS the Primary Care Providers' (PCP) desire to constitute a group arrangement as an unincorporated association (the "Association") in order to select representative PCPs for the North York Primary Care Advisory Council ("PCAC") to represent the interests of North York Toronto Health Partners Ontario Health Team ("NYTHP OHT") primary care community (ie to improve access to care, integration of care and improved resources to patients and providers) and to approve or reject amendments proposed with respect to changes to the composition of the PCAC and any alteration to or renewal of the fundamental terms of the NYTHP OHT Agreement and/or the Accountability and Services Agreement with Ontario Health;

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

AND WHEREAS the PCPs agree to conduct the affairs of the Association 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 PCPs 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 any future OHT Accountability Service Agreement and NYTHP 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 term they shall be used throughout to refer to all genders when referring to an incorporated PCP.

1.04 Conflicts

In the event of any conflicts or inconsistencies between the terms of this Agreement and those of any NYTHP OHT Collaborative Agreement, the terms of the NYTHP OHT Collaborative Agreement shall prevail.

1.05 Meetings and Quorum

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

ARTICLE 2. ESTABLISHMENT OF THE ASSOCIATION

2.01 Purpose of the Association

The Association is established to provide a forum for communication, dissemination of information and to represent the interests of the Primary Care community within the NYTHP OHT.

As a secondary purpose, the Association shall elect representatives for the PCAC.

2.02 Name

The name and style of the Association shall be the “North York Primary Care Association” (“NYPCA”) or such other name as the PCPs 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 their signature opposite their 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 PCP shall not cause the dissolution of the Association.

2.04 Group Activities

The PCPs 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 PCPs shall meet as required to elect the PCAC council members to represent the Association at the PCAC and to vote on proposed amendments on changes to the composition of the PCAC, changes in the organization of PCAC and any alteration to or renewal of the fundamental terms of the Collaborative Agreement and/or the Accountability Service Agreement. Notice of meetings shall be given by the PCAC Chair at least 15 days in advance of the meeting to include an agenda.

ARTICLE 3. MANAGEMENT OF ASSOCIATION

3.01 PCAC Chair

- a) The PCAC Chair must be a PCP selected by the PCAC for a two-year overlapping term.
- b) The PCAC Chair's duties and responsibilities are outlined in a written position description approved by the Association and will also include such tasks as are assigned by the PCPs from time to time.
- c) The PCAC will decide on the process by which the PCAC Chair may be selected and/or removed from office and replaced.
- d) The PCAC Chair may receive a stipend as determined by OHT Core Group.
- e) The PCAC Chair shall be responsible for the day-to-day management of the Association, subject to the direction of the PCPs. Job description including the responsibilities of the PCAC Chair is included as part of the Appendix "C".
- f) PCAC Chair shall participate at the OHT Core Group meetings.

3.02 Primary Care Advisory Council (PCAC)

The Association will be engaged in NYTHP OHT activities via the PCAC. The PCAC shall be comprised of 10 to 12 representatives of the Association who are responsible for developing recommendations for the integration of primary care into the NYTHP OHT. The PCAC's responsibilities are set out in the Terms of Reference included in Appendix "D". The PCAC shall assist the PCAC Chair with any necessary decisions related to the day-to-day management of the Association.

The Terms of Reference and the membership of the PCAC is included in Appendix "D".

3.03 Agents of the Association

- a) The PCAC may elect to hire an agent (admin/office or project manager) to carry out daily administrative duties pending funding availability.

3.04 Meetings of the Association

- a) Each PCP shall have an equal interest in the Association and shall be entitled to one vote on all Association business.
- b) The PCPs shall conduct regular meetings as required within the NYTHP OHT catchment area
- c) The PCAC Chair shall keep minutes of all meetings and send notices as required.
- d) Decisions on amendments to this Agreement shall be voted on at an in person or virtual meeting.
- e) The NYPCA will approve any amendments only after approval by two-thirds of participating PCPs who cast their ballot at a duly organized vote or meeting. Participating PCPs will receive at least ten days' notice of any meeting at which such vote will be taken.

3.05 Elections for PCAC

- a) PCPs will vote for eight (8) to ten (10) representatives to sit on the PCAC by secret ballot.
- b) the PCAC Chair is selected by the elected members of the PCAC.

3.05 Meetings of the PCAC

The PCAC will meet monthly to facilitate the day to day operations of the Association. Additional meetings shall occur at the discretion of the Chair. Except as otherwise set out herein, all decision making on behalf of the Association shall be made by the PCAC in its sole discretion. All decision making and quorum requirements are attached in Appendix “D”.

4.0 Entire Agreement

This Agreement constitutes the entire agreement between the PCPs 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 PCPs of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by all PCPs.

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.

7.0 Termination from the Association

In the event that a PCP chooses to voluntary leave the Association, the PCP shall provide written notice to the PCAC Chair and their leave shall be effective five days following delivery of such written notice.

Decisions about termination of an Association/PCAC member requires a vote passed by 2/3 majority of the PCAC.

All members of the Association should be in good standing with their respective colleges (College of Physicians and Surgeons of Ontario (CPSO), College of Nurses (CNO) etc.). Failure to comply with regulatory standards will be an automatic termination from this Association. Upon reinstatement of the license, the PCP may apply to become a member of the Association.

Members of the Association are required to let the PCAC Chair know of any criminal proceedings against them. Conviction shall result in automatic termination of membership status.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.
Signed, sealed and delivered



Dr. Rebecca Stoller



Dr. Maria Muraca



Dr. Alan Monavvari



Dr. David Eisen

Appendix A

NORTH YORK PRIMARY CARE ASSOCIATION Subscription Declaration

TO: All current members of the North York Primary Care Association (hereinafter referred to as the “Association”)

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 North York Primary Care Association Agreement dated _____ (the “Agreement”). 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 bound by all terms of the Agreement as a party to the Agreement as if I had signed the Agreement as of the date below written. Without limiting the generality of the foregoing obligation, I also agree as follows:
 - a. I will fulfil all PCPs’ obligations listed in the Agreement;
 - b. In the event that I breach any term of the Agreement, the Association and the Associate PCP 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 PCPs with at least 60 days 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

Signature: _____

