

# **Toronto Acquired Brain Injury Network Participation Agreement**

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THIS AGREEMENT made as of the 1<sup>st</sup> day of August, 2003,

BETWEEN:

the Toronto Acquired Brain Injury Network,  
referred to as “the Toronto ABI Network” or “the Network”

AND

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(name of organization), referred to as the “Member”

RECITES as follows:

- A. The Toronto ABI Network is a forum of publicly funded acquired brain injury service providers, planners and others in the GTA. The Network provides the forum for collaboration, communication and consensus building that enables its Members to work towards the vision of an integrated ABI system across the continuum. The Network is responsive to Clients and their Families and provides leadership in furthering equitable, accessible, responsive, cost-effective and quality publicly-funded services and support for persons living with the effects of an acquired brain injury in the Greater Toronto Area.
- B. A Member is a publicly funded acquired brain injury service provider, planner or other related party in the GTA. These Members work in co-ordination with other health-care providers in the continuum of health-care services. A Member in good standing is one who has paid membership fees as outlined in this Participation Agreement
- C. The Network and Member are the parties to this Participation Agreement that sets out their understanding of the relationship between them.

NOW THEREFORE the parties have agreed, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), as follows:

## **I. DEFINITIONS**

In this agreement:

- **“Acquired Brain Injury (ABI)”** is damage to the brain, which occurs after birth and is **not** related to:
  - a congenital disorder
  - a developmental disability or
  - a process which progressively damages the brain (e.g., Parkinson’s, Alzheimer’s)

# **Toronto Acquired Brain Injury Network Participation Agreement**

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The damage may be caused:

- traumatically (i.e., from an external force such as a collision, fall, assault or sports injury)
  - through a medical problem or disease process which causes damage to the brain, internal process or pathology (e.g., anoxia, aneurysm, infection)
- **“Client”** means any person receiving brain injury services through a Member, whose health status, life expectancy and/or quality of life may be improved or maintained by such services.
  - **“Family”** means the family of a Client.
  - **“Toronto Acquired Brain Injury Network Advisory Committee”** and **“Advisory Committee”** means the steering committee of the Toronto Acquired Brain Injury Network.
  - **“Toronto Acquired Brain Injury Network Executive Committee”** and **“Executive Committee”** means the administrative, subcommittee of the Advisory Committee.
  - **“Chair”** means the chair of the Toronto Acquired Brain Injury Advisory Committee.
  - **“Member”** means an acquired brain injury service provider, planner or other person or body that has signed a Participation Agreement with the Toronto Acquired Brain Injury Network.
  - **“Ex-officio Member”** means a provider, planner or other person or body that has signed a Participation Agreement with the Toronto Acquired Brain Injury Network and does not have full rights and voting privileges.
  - **“MoH”** means the Ontario Ministry of Health and Long Term Care.
  - **“Host Organization”** means the legal entity acting as landlord and employer for the Network, in the absence of a formal legal status for the Network.

## **II. Purpose and Principles**

This agreement is standard to all Members. The parties concur that the purpose of this agreement is to:

1. Reflect mutual respect and support of the Member for the Toronto ABI Network and of the Toronto ABI Network for the Member, in each party’s mission, vision, and operations as they carry out their respective mandates;

## ***Toronto Acquired Brain Injury Network Participation Agreement***

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2. Establish an accountability framework encompassing the Network and Member. This framework will promote and facilitate the achievement of the Network's mission and vision; and
3. Acknowledge that a Member provides and is accountable for services to Clients and their Families, when the Member has this mandate. The Network influences the Member in its provision of services but the Network does not provide and is not accountable for services provided to the client by the Member.

The parties concur that the principles underlying the agreement are:

1. Promotion of timely, equitable and appropriate access by Clients to high-quality acquired brain injury services based on clinical need;
2. A commitment by the Toronto ABI Network and the Member to meaningful outcomes and deliverables consistent with the Vision and Mission of the Toronto ABI Network including:
  - a) Developing acquired brain injury services into an integrated system;
  - b) Strengthening the continuum of care;
  - c) Innovating and using best practices;
  - d) Promoting the adoption of evidenced-based decision making in standards of practice, management and other areas;
  - e) Advocating on behalf of Clients, Families, Members and the Network;
  - f) Participating in academic and research endeavours;
  - g) Influencing the development of human resources in and for the system; and
  - h) Building on the strengths of the acquired brain injury service providers,
3. Collaborative working relationships in all actions among the Toronto ABI Network, the Member and others concerned with the provision of acquired brain injury services, is based on:
  - a) Ethical behaviour – Serving with honesty and integrity, in a manner that places public interest above individual and organizational interests,
  - b) Prudent use of public resources – Using public resources to achieve authorized purposes in accordance with rules and procedures governing their use,

## ***Toronto Acquired Brain Injury Network Participation Agreement***

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- c) Value for money – Using public resources with due regard for economy, efficiency and effectiveness,
- d) Quality service – Delivering affordable, accessible and responsive services to meet the needs of Clients and Families,
- e) Fairness and equity – Treating the public and employees in a fair and equitable manner in administering services and responding to problems, and
- f) Openness and transparency – Sharing data and information amongst the Network and Members in an open and transparent manner as defined by the Network and agreed by the Members.

# ***Toronto Acquired Brain Injury Network Participation Agreement***

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## **III. The Toronto ABI Network – Responsibilities and Deliverables**

The relationship between the Toronto ABI Network and the Member is reciprocal and based on mutually agreed responsibilities and deliverables.

The Toronto ABI Network agrees to:

1. Foster effective working relationships among providers of acquired brain injury services to promote timely, equitable, and appropriate access to services based on Clients' clinical need;
2. Foster quality in care by:
  - a) Providing leadership to create the framework for innovative acquired brain injury services in the GTA,
  - b) Remaining focused on meeting the needs of Clients and Families and obtaining their input through Members and other means,
  - c) Improving the quality of information, education and continuing education,
  - d) Contributing to the body of knowledge on acquired brain injury services through evaluation and research,
  - e) Advancing the understanding, and the use as appropriate, of evidence-based practices;
  - f) Examining outcomes to promote consistency among providers within the GTA and for comparison as applicable with other jurisdictions, and
  - g) Striving to continually improve efficiency and effectiveness in the activities of the Toronto ABI Network and among all its Members;
3. Actively support the introduction and development of new services and providers;
4. Collect, analyze and monitor appropriate data in a timely and proficient manner, identify and review trends, prepare reports, and disseminate relevant information to Members, the MoH and others to support care delivery, planning and policy development for acquired brain injury services;
5. Advocate on behalf of Clients, Families, Members and the Network;

## ***Toronto Acquired Brain Injury Network Participation Agreement***

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6. Advocate to the MOH for system requirements related to acquired brain injury services, in consultation with Members of the Toronto ABI Network Advisory Committee, District Health Councils, and other interested parties, including but not limited, to the need for, distribution of, planning of, and resources required for such services;
7. Establish linkages among and with the Members, other networks and other parties appropriate to the achievement of the Network's vision and mission;
8. Ensure compliance with applicable legislation and MoH policy for the security, privacy and confidentiality, accuracy and integrity of the information under its control;
9. Provide an effective governance and committee structure for the Toronto ABI Network to support its planning and operations and to achieve appropriate representation of Members and other stakeholders;
10. Develop the Toronto ABI Network based on its vision, mission and strategic plan;
11. Communicate regularly with Members in all matters related to the Toronto ABI Network's activities, thus promoting transparency in the Network's operations and relationships;
12. Promote the activities and accomplishments of the Toronto ABI Network and its Members to the health-care community, government and the public.

#### **IV. Members – Responsibilities and Deliverables**

In turn, the Member agrees to:

1. Support the vision, mission and operating plans of the Toronto ABI Network;
2. Fund the Network by promptly paying the membership contribution. The Advisory Committee will review the Fee Schedule, annually, and the Advisory Committee will approve any proposed changes to the fees.
3. Ex-officio Members do not contribute to funding;
4. Provide clinical and management leadership that supports the effectiveness of the Toronto ABI Network;
5. Participate in the Toronto ABI Network's requirements for data collection, reporting and quality;

## **Toronto Acquired Brain Injury Network Participation Agreement**

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6. Pay due regard to the decisions, recommendations and suggestions of the Network and use best efforts to implement them;
7. Provide the Toronto ABI Network with excerpts from the Member's annual operating plan pertaining to acquired brain injury services, and advise the Toronto ABI Network Advisory Committee promptly of any revisions to the current plan;
8. Participate in:
  - a) Evaluative studies of acquired brain injury services;
  - b) Health-systems planning related to assessing the need for, distribution of, resources required for, and standards for acquired brain injury services; and
  - c) Coordinating acquired brain injury services on a local, regional and inter-regional basis.
8. Nominate candidates for membership on the Toronto ABI Network Advisory Committee and other committees and working groups, and attend meetings, in accordance with the Toronto ABI Network policy; and
9. Disseminate pertinent information to referral sources in accordance with the Toronto ABI Network policy and guidelines, and to appropriate staff within the Member organization.

### **V. Specific Responsibilities of the Network and the Member Regarding Client Tracking System**

The Toronto ABI Network will:

Manage and maintain a client tracking system for clients with acquired brain injury (ABI) who access ABI services provided by Network members. This information will be managed and maintained in collaboration with the Network's participating organizations. The Network will consult with the Advisory Committee prior to making any changes to the client tracking system.

Ensure that its' privacy principles, policies, and practices are current and in harmony with existing federal and provincial privacy legislation, respecting personal privacy and safeguarding confidentiality

Monitor, collect, analyze and data in a timely and proficient manner.

Identify and review trends, prepare reports, and disseminate relevant information to Network members to support care delivery, planning and evaluation.

# **Toronto Acquired Brain Injury Network Participation Agreement**

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Ensure that all data pertaining to a specific organization will be distributed to the Member first for review prior to publication. The Network will not release individual organizational data without the permission of that individual organization.

Member Organizations of the Toronto ABI Network will:

Participate in the Network's Client Tracking System and meet all requirements for data collection, reporting and quality.

Ensure compliance with applicable legislation and Toronto ABI Network policy for the security, privacy and confidentiality, accuracy and integrity of the information in the Client Tracking System.

Obtain consent from all affected clients to collect, use or disclose personal health information as required for the operation of the Client Tracking System, in compliance with applicable legislation.

## I. Individual Patient Data:

The individual patient information is owned by the patient and will only be used for the purposes outlined in the consent form and only released to those persons and/or organizations identified in the consent form, in compliance with existing privacy legislation.

## II. Regularly Published Reports:

Member organizations maintain ownership of their organization specific data and the Toronto ABI Network owns the aggregate data.

Network members will receive regularly published, standardized reports, the content and frequency of which will be determined by Network staff and the Executive committee. The schedule and content of reports, as well as any proposed changes to that schedule, will be approved by the Advisory Committee.

The Toronto ABI Network will provide information for the purpose of:

- Program development
- Quality improvement
- Advocacy
- Research

# **Toronto Acquired Brain Injury Network Participation Agreement**

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### **III. Aggregate Data Requests:**

A cost-recovery fee will be applied to all requests for data outside of the agreed upon schedule of regularly published standardized reports. The fee will be comparable to that of fees charged by similar organizations for similar data requests, where possible.

All other requests for data need to be put forth to the Network in a formal written request. These requests are to be reviewed by an established ethics committee of a Network member organization and will include a minimum of 2 Advisory Committee members for the purpose of the review. Once approved, the chair and executive director of the Network are to sign off on the approved review prior to the release of any information.

### **VI. Liability and Indemnity**

The Member shall indemnify the Toronto ABI Network and shall hold it harmless with respect to any claim relating to any settlement or judgement, to the extent that such claim arises from the fault of any employee of the Member or any other person for whom it is legally responsible.

The Toronto ABI Network shall indemnify the Member and shall hold it harmless with respect to any claim relating to any settlement or judgement, to the extent that such claim arises from the fault of any employee of the Toronto ABI Network or any other person for whom it is legally responsible.

The Member shall indemnify the Host Organization (Toronto Rehabilitation Institute) and shall hold it harmless with respect to any claim relating to any settlement or judgement, to the extent that such claim arises from the fault of any employee of the Member or Host, acting as employer for the Network, or any other person for whom it is legally responsible.

### **VII. Dispute Resolution**

The Member and Network agree to use their best efforts to resolve any dispute arising between them, failing which they will agree to participate in a mutually agreeable alternative dispute-resolution process, any cost of which shall be shared equally by the disputing parties.

### **VIII. Amendment**

Amendments to this Participation Agreement during its term may be requested by either party and shall require the written approval of both parties. The parties agree that, in the event of a request to amend the Participation Agreement, early notification is to be provided to the other party to

## **Toronto Acquired Brain Injury Network Participation Agreement**

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allow for a full discussion. The intention of the parties is that no such amendment shall be made without the prior approval of two-thirds of the Members. Any such amendment, which has not been approved or rejected by a party within 90 days of notice of the initial proposal, shall be deemed to have been approved and shall thereafter apply to this Participation Agreement and to all other such agreements.

### **IX. Term**

Subject to Section X below, the term of this agreement is five years, commencing August 1, 2003 and terminating March 31, 2008. The parties shall negotiate any renewal of this agreement by September 30, 2007, failing which; either party can terminate this agreement.

### **X. Termination**

The Member may terminate this Participation Agreement upon six months prior written notice to the Toronto ABI Network Advisory Committee.

The Toronto ABI Network may terminate this Participation Agreement upon six months prior written notice, if the Toronto ABI Network Advisory Committee determines by resolution that the Member has not upheld the commitments made in this agreement.

Termination by either party shall result in discontinuance of all rights and responsibilities accruing from holding a Participation Agreement, with the exception of:

- a) the rights and responsibilities of the parties under Section VI (Liability and Indemnity).

The Network and members obligations regarding the confidentiality of data and membership information is not negated by the termination of the participation agreement.

In the event that the Network disbands, the aggregate data compiled by the Network will be maintained by Toronto Rehabilitation Institute, as the Host Organization, for the period of time prescribed by applicable legislation.

### **XI. Governing Laws**

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Courts of such Province shall have jurisdiction to entertain any action arising in connection therein.

# **Toronto Acquired Brain Injury Network Participation Agreement**

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## **XII. Notices**

Any notice required or authorized to be given by any party to the other party under this agreement shall be given by registered mail, by facsimile transmission or by delivery to:

*To Toronto ABI Network:*

The Toronto ABI Network  
550 University Avenue  
Room 1112  
Toronto, Ontario  
M5G 2A2

Attention: Toronto ABI Network Chair

*To the Member:*

Attention: President & CEO / Executive Director

or at such other address as the Toronto ABI Network or the Member, as the case may be, may from time to time have notified the other in writing in accordance with the provisions of this section.

Any notice shall be deemed to have been duly given and received:

- (i) (in the case of delivery) when delivered to the recipient at its address;
- (ii) (in the case of registered mail) on the date of receipt or refusal indicated on the return receipt; or
- (iii) (in the case of facsimile transmission) on receipt by the sender of acknowledgement of transmission free of error at the end of the transmission.

**Toronto Acquired Brain Injury Network  
Participation Agreement**

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**XIII. Assignment**

The Member or the Toronto ABI Network may assign this agreement to a successor organization.

WITNESS the signatures of the duly authorized officers of the parties.

**Toronto Acquired Brain Injury Network**

**["Member"]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair

Chief Executive Officer / Executive Director

Toronto Acquired Brain Injury Network