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Memorandum of Understanding made this 4 day of April, 2024 (the “Effective Date”)

BETWEEN

**NURSE PRACTITIONER LED-CLINIC (NPLC)
AND
ALGOMA FAMILY SERVICES (AFS)**

With reference to the

ALGOMA YOUTH WELLNESS HUB (AYWH)

1. Definitions

‘Algoma Family Services’ will be referred to as AFS throughout this contract.

‘Nurse Practitioner Led-Clinic’ will be referred to as NPLC throughout this contract.

‘Services’ means the respective roles and responsibilities of each party as identified in Article 4 of this Memorandum of Understanding.

2. Background

Youth Wellness Hubs Ontario (“YWHO”) is a supported and funded program by the Ministry of Health and Long-Term Care (“MOHLTC”), that aims to bring the right services to youth (and their families) – at the right time and in the right place, at hubs across the province.

The YWHO model of care organizes and leverages existing services across sectors to provide an efficient and effective platform for service delivery. It addresses persistent service gaps by creating a front door for youth to access the system of services across the continuum of care.

The YWHO Model

YWHO is a system transformation; a critical step toward improving Ontario’s mental health and addiction services for youth and young adults. It builds on similar projects and other evidence-informed models in Canada and internationally to offer an innovative approach to care that:

- i. Provides rapid access to easily identifiable mental health and substance use services
- ii. Provides evidence-based interventions matched to individuals’ level of need.
- iii. Integrates mental health and substance use services with primary care, vocational and housing support, and other community services, in a one-stop-shop model of care offered in a youth-friendly space.
- iv. Ingrates equity, anti-racism and youth and family engagement practices for co-creation of services and spaces
- v. Reduces transitions between services for young people between the ages of 12 and 25
- vi. Establishes common components and evaluation across sites while being tailored to local community need.
- vii. Offers services using an integrated, stepped care approach.

3. Purpose

With the intent to provide primary care services at the Algoma Youth Wellness Hub, with AFS as Network Lead, and The NPLC as Network Partner, hereby agree to the following:

4. Roles & Responsibilities

AFS shall act as the Network Lead and is accountable to:

- Provide integrated, developmentally appropriate, evidence based Walk-in Youth Services (for ages 12-25) addressing substance use, mental health, primary care, peer support, care coordination, education, vocational/employment, housing.
- Provide mental health and substance use services using a stepped care model including low, medium, and high intensity services.
- Provide services perceived as appropriate and engaging by diverse youth and families. Including, but not limited to, offer culturally specific supports and inclusion-focused services to meet the needs of Indigenous youth, Black youth, youth of colour, Francophone youth and other youth who have historically been underserved.
- Provide rapid access to services, improved transitions of youth among providers across the care continuum, and improved service experience to enhance clinical outcomes for youth.
- Provide youth services 30 hours per week at minimum. Hours of operation will prioritize access for youth populations.
- Support a full-time Youth Wellness Team (YWT) that includes the following positions:
 - Mental Health & Addictions Clinician
 - Nurse Practitioner
 - Intake Coordinator
 - Peer Support Worker
 - Care Coordinator
- Form partnerships with other services and incorporate in-kind contributions to offer an integrated service that meets the holistic needs of youth.
- Support AYWH governance structures and partners in planning and service provision (See Appendix A).
- Subscribe to YWHO Model Core Components (See Appendix B) and YWHO Values:
 - Youth and family engagement
 - Integrated and collaborative care of youth
 - Measurement-based care (use of standardized measures and outcome evaluations)
 - Harm reduction
 - Equity-based principles and inclusivity of access
 - Trauma-informed care
 - Culturally appropriate care
 - Care informed by anti-oppressive and anti-racist practice
 - Working within multi-disciplinary/agency network
 - Integrated/coordinated service pathways
 - Low/no-barrier service offerings for youth

The Network Lead will offer the aforementioned integrated services through a combination of funding and in-

kind contributions from the Network Partner.

NPLC shall act as a Network Partner and is accountable to:

- Work in partnership with the Network Lead to achieve service deliverables outlined above through funded and/or in-kind contributions, including collection of standardized indicators using YWHO's measurement-based care platform.
- Participate in AYWH governance structures for planning and service provision (See Appendix A).
- Subscribe to YWHO Model Core Components (See Appendix B) and YWHO Values as noted above.
- Provide 0.5 FTE Nurse Practitioner (NP) to AYWH during agreed upon hours of operation that best meets the needs of the youth.
- The NP will provide a full range of health care within their authorized scope of practice including sexual health, mental health, and addiction support.
- NP will have access to My Wellness Passport (MWP) a YWHO database where the initial intake will take place. The NP will also use their own electronic medical record tools as required to comply with applicable regulatory and legislative requirements for the provision of services as an NP.

5. Fees and Payments

1. In exchange for the Services to be provided by NPLC under this Memorandum of Understanding, AFS agrees to pay NPLC an amount equal to \$59,449.
2. NPLC will render invoices to the AFS Finance Department at afsfinance@algomafamilyservices.org on a quarterly basis and, at minimum, by the 5th day of the new quarter. For the purposes of this provision, the quarters shall be January-March, April-June, July-September, and October-December.

6. Confidentiality

1. For the purposes of this Memorandum of Understanding, "Confidential Information" shall mean: all information (of whatever nature and however recorded or preserved) disclosed by one Party to the other, which is marked as or has been otherwise indicated to be confidential, or would be regarded as confidential by a reasonable person, except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality. Confidential Information includes, but is not limited to, personal information and/or personal health information.
2. Each Party acknowledges that in the course of providing the Services, it may receive, acquire, or be exposed to Confidential Information of the other Party.
3. During the term of this Memorandum of Understanding and thereafter, each Party shall use reasonable endeavors to prevent the publication or disclosure of any Confidential Information, and undertakes that it will not at any time use, divulge or communicate to any person, any Confidential Information of the other party which may have come to its knowledge, except (i) as expressly permitted herein, (ii) as the other Party may approve in writing, or (iii) as may be required by law. For greater clarity, this paragraph survives the termination of this Memorandum of Understanding.

Personal Information (PI) and Personal Health Information (PHI)

4. Each Party acknowledges that it is bound to follow the requirements set out in the *Personal Health Information Protection Act, 2004*, SO. 2004, c. 3, Sched. A (PHIPA) in relation to the collection, retention, security, use, distribution, access, and disposal of personal information and personal health information (collectively referred to as "Personal Information").
5. Each Party covenants that any Personal Information shall be collected, used, and disclosed only as permitted or required by applicable law, including PHIPA, and for no other purposes. Without restricting the generality of the foregoing, the Parties agree:
6. (a) Where applicable (or required), AFS and/or the NPLC will obtain consent from an individual for the

collection, use and disclosure of Their Personal Information.

(b) The Parties shall not collect, use, or disclose Personal Information if other information will serve the purpose of the collection, use or disclosure.

(c) The Parties shall not collect, use, or disclose more Personal Information than is necessary to meet the purpose of the collection, use or disclosure, as the case may be.

7. The Parties acknowledge that each may, at its discretion, refuse to disclose Personal Information for any reason, including but not limited to:
 - a) the protection of PHI and patient privacy.
 - b) the protection of the confidentiality of third-party information or informants.
 - c) to prevent interference with, or the disclosure of, law enforcement information, investigations, or techniques.
 - d) as otherwise permitted or required by applicable law.

Privacy, Confidentiality and Security Information

8. Each Party will ensure that it has implemented policies and procedures, in compliance with applicable law and industry standards, including in relation to the collection, use, disclosure, retention and disposal of Personal Information. Each Party shall monitor and enforce compliance with its own policies and procedures.
9. Each Party shall ensure it has in place effective administrative, technological, and physical safeguards to prevent theft, loss and unauthorized access, copying, modification, use, disclosure, or disposal of Personal Information consistent with applicable law and industry standards, Each Party shall monitor and enforce compliance with its safeguards.
10. The Parties shall develop and implement any common policies, procedures and practices which are necessary to ensure compliance with the terms of this Memorandum of Understanding and applicable law.
11. In the event that a Party becomes aware that the Confidential Information (including Personal Information) of the other Party has been stolen or lost, or a person has collected, used, disclosed or disposed of such information without authorization, other than as contemplated under this Memorandum of Understanding or applicable law, (all of which is referred to as a "breach"), the Party shall at the first reasonable opportunity notify the other Party by telephone, followed by written notice providing particulars of the breach.
12. In the event of a breach or suspected breach, the Parties shall cooperate in order to investigate, mitigate, contain, and remediate the breach or potential breach, and as necessary or advisable, to notify any affected individuals of the breach as soon as reasonably possible.
13. Each Party shall cooperate with any privacy assessment or audit conducted by the other Party, to the extent relevant to this Memorandum of Understanding.
14. Each Party shall cooperate with the other Party in investigating and responding to any complaints about Personal Information as they relate to those Parties obligations under this Memorandum of Understanding or applicable law.

7. Conflict Resolution

1. The Parties shall work collaboratively to address any issues or concerns with respect to the delivery of Services.
2. If any question, disagreement, or dispute arises out of, or in connection with this Memorandum of Understanding (a "Dispute"), upon written notice by one party to the other of the Dispute, the parties agree to first meet to pursue resolution through informal discussions.
3. In the event that the Parties are unable to resolve a Dispute through informal discussions, within sixty (60) days of the initial notice of the Dispute, either Party may by notice in writing require that the Dispute be arbitrated pursuant to the *Arbitration Act* (Ontario). Within thirty (30) days of notice being given, the Parties shall agree to a single arbitrator in Sault Ste. Marie or located elsewhere but able to attend an arbitration in the timeframe required. In the absence of agreement, each Party shall immediately nominate an arbitrator, and those nominees will confer and select another member of the group to serve as the single arbitrator for the dispute. The procedure for the arbitration shall be as agreed between the Parties or, in the absence of agreement, as determined by the arbitrator. The final decision of the arbitrator will be furnished to the Parties in writing and will constitute a conclusive determination of the issue in question and will be binding upon the Parties.

8. Term and Termination

1. The term of this Memorandum of Understanding shall commence on the Effective Date and be in force up to and including March 31st, 2025 (the "Term"). The Term may be renewed or extended upon mutual agreement by the Parties.
2. Either Party may terminate this Memorandum of Understanding upon thirty (30) day's written notice to the other Party
3. Either Party may terminate this Memorandum of Understanding immediately in the event of a breach of its privacy, confidentiality or security of its obligations as set out in this Memorandum of Understanding.

9. Responsibility for Human Resources

1. The NPLC agrees that it shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, SO. 1997, c. 16, Sched. A (WSIB) with respect to its employees. The NPLC further agrees that it shall be responsible for collecting and remitting to all relevant governmental authorities all applicable taxes and duties with respect to payments for its employees.
2. The Parties agree that the NPLC shall have sole authority regarding hiring, and firing, management, supervision, and other human resources matters with respect to employees of the NPLC.
3. The Parties agree that in the event an employee of the NPLC responsible for carrying out the Services of the NPLC is absent due to vacation and/or medical reasons, the NPLC shall not be required to backfill the position.

10. Indemnity and Insurance

1. Each Party shall defend, indemnify, and hold harmless the other Party, its officers, employees, agents, and representatives from and against all damages, liabilities, demands, actions, causes of action, suits, claims, costs, losses, expenses (including all legal fees), judgment and/or damage arising out of or resulting from any breach of this Memorandum of Understanding by the Party or the Party's employees, servants and agents or person for whom the Party is at law responsible, or the acts or omissions of the Party or the Party's employees, servants and agents or any person for whom the Party is at law responsible in performing the Services, including any damage to any and all persons or property, whether deliberate, accidental or through negligence or breach of duty.
2. Each party shall maintain, at its own expense, comprehensive general liability insurance, protecting the Party against any loss due to injuries, accidents, or damage of any nature whatsoever to any person or property arising out of the performance of this Memorandum of Understanding or any part thereof.

11. General

1. Neither party shall be deemed in default of this Memorandum of Understanding to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, fires, pandemics, epidemics, quarantine restrictions, strikes, lockouts, freight embargos, severe weather conditions, or changes in law or regulations.
2. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Province of Ontario.
3. The failure of either Party at any time to require performance by the other Party of any provision of this Memorandum of Understanding shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of this Memorandum of Understanding shall not be taken or held to be a waiver of the provision itself.
4. If any provision of this Memorandum of Understanding is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Memorandum of Understanding will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
5. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective permitted heirs, executors, administrators, successors and assigns of the said

parties.

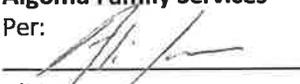
6. The parties acknowledge and agree that this Memorandum of Understanding may be signed in counterparts and PDF copies of the signatures are deemed to be and are originals in all respects.
7. This Memorandum of Understanding and any attached exhibits constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements, whether oral or written. This Memorandum of Understanding may be amended or modified only by a written instrument executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 4th day of April, 2024.

Signed, Sealed and Delivered

Algoma Family Services

Per:



Ali Juma
C.E.O

Nurse Practitioner Led Clinic

Per:



Dominic Noel