

Memorandum of Understanding (MOU)

Name: (Organization)

DATED: XXX

THIS AGREEMENT made this date: _____

BETWEEN:

Name: (Organization)

AND

The Regional Health Authority (Public Health)/ Public Health Unit

Department: (Name)

AND

XXX (Example: Physician's Name)

Background:

- A. Committee XXX is formed
- B. A proposal is developed
- C. Funding is provided a XXX Centre
- D. The Parties to this Agreement are committed to the provision of services and programs for XXX

- E. The Parties to this Agreement have developed a Mission and Model of Care which includes a philosophy, definitions, guiding principles and an approach to providing programs and services through the XXX Centre
- F. The Parties to this Agreement seek to collaborate in the planning, delivery, coordination and evaluation of the XXX Centre

This Memorandum of Understanding (MOU) sets forth the roles and responsibilities and terms of the agreement under which the Parties will work together to achieve program delivery in accordance with the Mission and Model of Care.

1. Roles and Responsibilities

- 1.1. The Centre will make available in-centre spaces for delivery of XXX Centre one day per week.
- 1.2. Each Party will participate in XXX Centre at least ½ day per week as determined through joint program planning and evaluation.
- 1.3. Each Party will participate in program evaluation according to an evaluation plan.
- 1.4. Each Party is responsible for their costs related to staff salaries, supplies and other operational costs for program and service delivery.
- 1.5. The Public Health Unit/Regional Health Authority (Public health) will provide gowns and supplies as required by the physician for physical examinations that are age appropriate and for treatment of preventable illness at the time of the visit (e.g. STDs).
- 1.6. Mental Health Services agrees to provide non-violent crisis intervention training for XXX Centre staff as an in-kind contribution.
- 1.7. Dr. XXX (physician) will provide medical services at XXX Centre
- 1.8. Each Party acknowledges that their first accountability lies with their agency's governance structure.

- 1.9. Each Party has accountability according to their own provincial core program standards, clinical practice guidelines, and operational requirements.
- 1.10. Each Party is accountable to clients who use the XXX Centre
- 1.11. Each Party is accountable to each other for problem solving and decision making related to XXX Centre program planning, delivery, and evaluation.
- 1.12. Each party will ensure that providers delivering services and programs at the XXX Centre will maintain confidentiality.
- 1.13. The Parties will establish and maintain joint policies and procedures.
- 1.14. Any additional joint policies and procedures will be established with the agreement of all Parties
- 1.15. Each Party will participate in an interagency record system.
- 1.16. Each Party will provide their program statistics related to XXX Centre to support joint program planning and evaluation.
- 1.17. All active records will remain in the XXX Centre and will be housed in the XXX Centre in a secure manner.
- 1.18. The Regional Health Authority (Public health)/ The Public Health Unit will store all inactive program records.
- 1.19. If the program discontinues, The Regional Health Authority (Public health)/ The Public Health Unit will store all program records.
- 1.20. Each Party will appoint representatives to participate on XXX Centre Program and Management Committee.
- 1.21. Each Party will address complaints by clients using XXX Centre or by providers through an agreed upon complaint procedure. Depending on the nature of the complaint, it will be resolved within XXX Centre program or will be forwarded to the partnering agency and addressed according to the agency's incident report procedure.

2. Terms

- 2.1 This Agreement shall be in effect for a 3 year period commencing the XXX day of January, 20XX

- 2.2 This Agreement may be terminated on the mutual written consent of all the Parties and at that time the Parties will establish an appropriate time to close-down the program.
- 2.3 Any one of the Parties may terminate this Agreement by giving 3 months written notice to all Parties to this Agreement. The obligations of this Agreement continue for the remaining Parties to this Agreement.
- 2.4 Each Party will maintain appropriate property and liability insurance coverage and shall, upon request, make available copies of any insuring agreements. The Parties agree to immediately advise the other Parties of any material change, termination, or cancellation of their insurance coverage. A Party is not entitled to participate in the Program and the delivery of services in this Agreement if they do not have appropriate insurance.
- 2.5 Each Party agrees to indemnify and save harmless the other two Parties from and against all claims, demands, costs (including legal fees), actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by, arising out of or attributable in any way to its performance of the services, or other acts, errors, or omissions.

3. Notice

Any notice required or provided for by the terms of this Agreement shall be in writing. All notices shall become effective when received by the addresses at the business address listed below or such other address as the addressee shall have specified in a notice actually received by the other Parties:

- 3.1 This Agreement contains the full understanding of the Parties with respect to the subject matter herein and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions herein will be binding unless made in writing and signed by all the Parties.

- 3.2 In the event that any of the terms contained herein or those of any addendum attached hereto shall be determined to be invalid, unlawful or unenforceable to any extent, such term shall be severed from the body of this Agreement which shall continue to be valid to the fullest extent permitted by law.
- 3.3 This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party shall assign this Agreement without first obtaining the written consent of the others, which shall not be unreasonably withheld.
- 3.4 Failure or neglect by any Party to enforce at any time any of the provisions herein shall not be construed nor shall be deemed to be a waiver of that Party's rights herein nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that Party's rights to take subsequent action.
- 3.5 The Parties have read this Agreement in its entirety and agree to be bound by it.

4. General

ALL PARTNERS named below

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be properly executed on the date first set forth above.

SIGNED, in the presence of:

Witness

The Regional Health Authority (Public Health) Public Health Unit

Witness

XXX Centre

Witness

XXX (Physician)