

MEMORANDUM OF UNDERSTANDING

BETWEEN

Mount Forest Family Health Team

AND

Corporation of the Township of Wellington North

AND

Corporation of the Town of Minto

AND

Corporation of the Township of Mapleton

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") dated the 1st day of December, 2017

BETWEEN:

Mount Forest Family Health Team ("MFFHT")

- and –

Corporation of the Township of Wellington North ("Wellington North")

- and –

Corporation of the Town of Minto ("Minto")

- and –

Corporation of the Township of Mapleton ("Mapleton")

collectively known as "the Parties"

WHEREAS:

1. The Parties are partners in the North for Youth initiative originally funded by a grant for the Ontario Trillium Foundation;
2. The Parties want to continue the work of the initiative, and more specifically the activities of the Youth Resiliency Worker, after the funding from Ontario Trillium Foundation has ended;
3. The purpose of this Agreement is to clarify the operational, accountability, financial and reporting relationships between the Parties with respect to the Youth Resiliency Worker employed by MFFHT.

Now therefore in consideration of the mutual covenants and agreement hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

- (1) In this MOU, the following capitalized terms wherever used have the following meanings:
 - (a) **“Applicable Law”** means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgement, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation and, for the purpose of clarity, includes a policy or direction of the Ministry of Health and Long-Term Care of the Province of Ontario (or its successor);
 - (b) **“Business Day”** is any day between the hours of 8:30 to 4:30 Monday to Friday.
 - (c) **“Confidential Information”** means any and all material, data, information or any item in any form, including intellectual property rights, relating to, the business or management of any Party, except any information or data that:
 - (i) is or becomes publicly available through no fault of the other Party
 - (ii) is already in the rightful possession of the other Party prior to its receipt from the disclosing Party
 - (iii) is independently developed by the other Party
 - (iv) is rightfully obtained by the other Party from a third party without breach of any confidentiality restrictions
 - (d) **“Funding”** means the funding received by the MFFHT from the Ministry of Health and Long-Term Care or its agent (the Waterloo Wellington Local Health Integration Network, “WWLHIN”) to fund the provision of comprehensive primary care services, and the funding provided by Wellington North, Minto or Mapleton.
 - (e) **“Losses”** means any and all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts or other proceedings of any

kind or nature, costs and expenses (including reasonable legal fees and disbursements)

- (f) **“Parties”** means MFFHT, Wellington North, Minto and Mapleton and “Party” means one of them
- (g) **“Services”** means the Youth Resiliency Worker and the development of an annual work plan that develops, implements and supports activities designed to engage youth in leadership, employment, volunteering and other activities that support healthy growth and development.

ARTICLE 2 - SCOPE

2.1 General Scope

- (1) Services will be delivered by the Youth Resiliency Worker and other staff and volunteers affiliated with the Parties. The Parties will be co-responsible for the overall development and sustainment of the North for Youth annual work plan, Youth Resiliency Worker service delivery and outcomes of the initiative. Details of the Youth Resiliency Worker job description and the Annual Work Plan are attached as Schedule A.
- (2) The Goals of the initiative shall be identified and confirmed in consultation with the Parties, the North for Youth Committee and the three Youth Action Councils. The Goals will be reviewed at least annually to ensure that the initiative is meeting the needs of youth in our communities.
- (3) The Parties shall ensure the use of the Funding focuses resources and efforts towards improving the overall youth experience in our communities.
- (4) The approach to how the initiative continues to evolve will be dynamic and evolving. The model will be flexible in order to accommodate changes and new opportunities.

2.2 Target Population

- (1) The Youth Resiliency Worker will focus on youth aged 12 to 24 living in or engaging in community activities in Wellington North, Minto and/or Mapleton. The Parties may identify sub-populations of the target population that are a priority for specific activities and interventions.

2.3 Evaluation, Monitoring and Reporting

MFFHT, through the Youth Resiliency worker, will provide reports to the Parties. The Parties, in collaboration, will determine the content, frequency and format of these reports.

2.4 Dispute Resolution Process

Interest-based dispute resolution principles shall be used to address and resolve conflicts. As a first step, the Parties directly involved will work to resolve the conflict using a non-mediated approach. If this does not resolve the conflict, the participating parties will be asked to help resolve the conflict. If the conflict involves the participating parties, the CEOs of the Partner Organizations will be asked to mediate the dispute. If unsuccessful a mutually agreeable third party will, as required, be asked to mediate the dispute. The third party shall be acceptable to both parties. The cost of a mediator will be divided equally between the parties.

2.5 Decision-making Process

Decisions shall be made by consensus. For the most part, shared community priority setting will be the focus of the North for Youth committee, while the Parties will work together to set the annual objectives, strategies and activities of the Youth Resiliency Worker.

2.6 Corporate identity and Branding

The corporate identity and branding standards of each organization will be adhered to in all communications, education, and marketing-related materials. This will be directed by the participating parties and operationally applied thorough the communications staff of the organizations.

2.7 Intellectual property

Since the organizations may engage in activities that result in the creation of intellectual property, the parties agree to acknowledge the contribution and participation of each other in any and all publications or other products. The participating parties shall be responsible for determining whether any one of the parties is the only owner, a primary owner, a secondary owner or not an owner of any given item that is determined to be intellectual property.

2.8 Funding

MFFHT shall receive and administer the Funding from Wellington North, Minto and Mapleton and shall use such Funding solely for the delivery of the Services. The Parties will provide Funding as per Schedule B.

ARTICLE 3 - TERM AND TERMINATION

3.1 Effectiveness of MOU

This MOU shall come into force and effect on December 1, 2017.

3.2 Expiration of MOU

This MOU shall end on March 31, 2019 unless terminated earlier pursuant to this Article 3 or, if applicable, renewed pursuant to Section 3.3

3.3 Renewal of the MOU

This MOU may be renewed by mutual agreement of the parties before the expiration of the agreement.

3.4 Termination for Convenience

Any Party, without prejudice to any other rights or remedies it may possess, may terminate this MOU for any reason by giving the other Parties a notice of termination for convenience at least 60 days prior to the effective date of termination.

3.5 Termination

- (1) A Party, without prejudice to any other rights or remedies it may possess may terminate the MOU, in whole but not in part, on the occurrence of any of the following circumstances:
 - (a) If another Party,
 - (i) becomes insolvent or is unable to pay its debts;
 - (ii) enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country;
 - (iii) has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement;
 - (iv) has abandoned the MOU;
 - (v) is in material breach or default of any material provision or material obligation of this MOU; or

- (vi) uses or expends any monies or Funding for any purpose other than those set out in this MOU as authorized by the Parties.

ARTICLE 4 - RESPONSIBILITIES

- 4.1** MFFHT will employ the Youth Resiliency Worker and perform all human resource management responsibilities for the position.

MFFHT will work with the Parties to provide oversight for the success of the initiative. Together, the Parties will ensure the North for Youth committee is regularly consulted and updated on the progress to achieve the identified community priorities.

The Parties will provide the Funding as per Schedule B.

ARTICLE 5 - CONFIDENTIALITY AND PRIVACY

5.1 No Disclosure of Confidential Information

- (1) Except as expressly set out in this MOU, no Party shall use, disclose, or permit any person to obtain any Confidential Information, in written, tangible or other form, learned from or provided by the other Party, whether directly or indirectly, without the prior consent of the other Party. Each Party shall take all reasonable steps to ensure that any person having access to the other Party's Confidential Information complies with this provision. The Parties acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated for in damages and accordingly agree that each Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure.

5.2 Permitted Disclosures

- (1) The Parties agrees that, the Parties may disclose the name and address of other Parties to the public.
- (2) MFFHT may disclose to the Government of Ontario any information with respect to this MOU.
- (3) The Parties may disclose any information with respect to this MOU as required by the Applicable Law.

ARTICLE 6 - INDEMNITIES, LIMITATION OF LIABILITY AND INSURANCE

6.1 Indemnification

Each Party hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Party or the Party's Personnel and Volunteers, in the course of the performance of the Party's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

6.2 Insurance

- (1) Without restricting the generality of any of the Party's obligations under this Article 7, MFFHT shall maintain in full force and effect during the term of this MOU, at its own expense, a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of MFFHT under this MOU.
- (2) MFFHT will also ensure that all employees, consultants, subcontractors or agents performing tasks in connection with this MOU are covered by the Provider's insurance policy or have their own appropriate and equivalent malpractice liability insurance.
- (3) MFFHT shall provide to the Parties, from time to time upon request, proof of the insurance coverage required under Section 7.3 and such coverage shall be kept current throughout the term of this MOU.

6.3 Indirect Damages

- (1) In no event shall the measure of damages payable by any Party include, nor will any Party be liable for, any consequential, indirect, incidental, exemplary or punitive damages, including damages due to business interruption or lost profits, savings, competitive advantage or goodwill arising from or related to this MOU, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

ARTICLE 7 - GENERAL MATTERS

7.1 Notices and Consents

- (1) Any notice, consent, approval, determination, demand or other communication required or permitted to be given or made under this MOU ("**Notice**") by any Party shall be in writing and shall be,
 - (a) delivered in person on a Business Day;
 - (b) sent by prepaid courier service; or
 - (c) sent prepaid by e-mail or facsimile transmission or other similar means of electronic communication, which produces a paper record ("**Electronic Transmission**"), during a Business Day and sent subsequently by prepaid first class mail as confirmation,

and sent to the applicable address and identifying the person designated to receive Notices as set out in this Section 8.1.

- (2) Each Notice shall be addressed as follows:

- (a) in the case of MFFHT, to:

Suzanne Trivers, Executive Director
Mount Forest FHT
225 Dublin Street,
Mount Forest, ON, N0G 2L3
Fax: 519-323-2113

- (b) in the case of Wellington North, to:

Dale Small
Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON N0G 2E0
Fax: 519-848-3228

- (c) in the case of Minto, to:

Belinda Wick
Town of Minto

5941 Highway 89
Harriston, ON N0G 1Z0
Fax: 519-338-2005

- (d) in the case of Mapleton, to:

Trish Wake
Township of Mapleton
7275 Side Rd 16
Drayton, ON N0G 1P0
Fax: 519-638-5113

- (3) Each Notice sent in accordance with this Section 8.1 shall be deemed to have been received,
- (a) on the day it was delivered if delivered in person or by prepaid courier service; or
- (b) on the day that it was sent by Electronic Transmission, or at the start of business on the first Business Day thereafter if the day on which it was sent by Electronic Transmission was not a Business Day.
- (4) Any Party may, from time to time, change its address for Notice by giving Notice to the other Parties as provided in this Section 8.1.

7.2 Waiver/No Election

- (1) A waiver by a Party of any default, breach or non-compliance under this MOU is not effective unless it is in writing, dated, and signed by the Party making such waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this MOU shall not operate as a waiver of that Party's rights under this MOU in respect to any continuing or subsequent default, breach or non-observance, whether of the same or any other nature.
- (2) Resort to any remedy referred to in this MOU or the exercise of any option in this MOU shall not be construed as an election of remedies or a waiver of any other rights and remedies to which the Party is or may be entitled at law, in equity or otherwise, under this MOU against the Party in breach. The rights of termination shall be cumulative and in addition to, and not in substitution for, any and all rights or remedies available to the non-defaulting Party against the defaulting Party.

7.3 Governing Law

- (1) This MOU shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

7.4 Attornment to Ontario Courts

- (1) Each Party agrees that, any action or proceeding relating to this MOU shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court; it irrevocably waives any right to, and will not, oppose any Ontario action or proceeding relating to this MOU on any jurisdictional basis, including forum non conveniens; and it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this Section 8.4.

7.5 Force Majeure

- (1) For the purposes of this MOU, "Force Majeure" means an event that is,
 - (a) beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the MOU impossible or so impractical as reasonably to be considered impossible in the circumstances.
- (2) Force Majeure includes,
 - (a) war, riots and civil disorder;
 - (b) storm, flood, earthquake or other severely adverse weather conditions;
 - (c) confiscation, expropriation or other similar action by a government body; and
 - (d) strikes, lockouts or similar labour actions, provided they are not caused by *the Provider's* unreasonable actions,

if such events meet the test set out in Section 8.5(1).

- (3) Force Majeure shall not include,
 - (a) any event that is caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to,
 - (i) take into account at the time of the execution of this MOU; and

- (ii) avoid or overcome in the carrying out of its obligations under the MOU.
- (4) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (5) The failure of a Party to fulfill any of its obligations under the MOU shall not be considered to be a breach of, or default under, this MOU to the extent that such failure to fulfill the MOU obligation arose from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this MOU.
- (6) A Party affected by an event of Force Majeure shall take all reasonable measures to fulfill its obligations under the MOU with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 days after the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (7) If the event of Force Majeure exists for a period of more than 90 days, any Party may terminate the MOU immediately (without notice).

7.6 Assignment

No Party shall not assign or transfer this MOU, or any of its rights or obligations under this MOU, in whole or in part, without the prior consent of the Parties, which consent shall not be unreasonably withheld.

7.7 Further Assurances

The Parties shall promptly do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, all such further assurances, instruments and documents and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this MOU.

7.8 Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The Parties may execute the counterparts in either original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties but any Party providing its signature by fax shall promptly forward to the other Party an original of the signed copy of this MOU that was faxed.

7.9 Enurement

This MOU shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

7.10 Severability

Each of the provisions contained in this MOU is distinct and severable and a declaration of invalidity or unenforceability of any provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this MOU.

7.11 Acknowledgement

Each Party hereby acknowledges having,

- (a) read this MOU before signing it;
- (b) the authority to sign this MOU; and
- (c) received a copy of this MOU.

IN WITNESS whereof the parties have executed this MOU by their duly authorized signing officers as of the date first set forth above.

Mount Forest Family Health Team

Name: _____

Title: _____

Date: _____

Corporation of the Township of Wellington North

Name: _____

Title: _____

Date: _____

Corporation of the Town of Minto

Name: _____

Title: _____

Date: _____

Corporation of the Township of Mapleton

Name: _____

Title: _____

Date: _____

SCHEDULE A:

Attachment 1: Youth Resiliency Worker Job Description

Attachment 2: Annual Work Plan

INITIALS OF EACH PARTY

SCHEDULE B:**Annual Budget and Resources**

The initial funding period shall begin on December 1, 2017 and continue until March 31, 2019. Subsequent funding periods shall begin on April 1 and continue until March 31 of the next funding year.

MFFHT shall contribute the total employment costs for one day per week for the Youth Resiliency Worker and 25% of all other program costs related to the activities of the Youth Resiliency Worker. MFFHT shall contribute the work required to provide human resources management for the Youth Resiliency Worker.

For the initial funding period, MFFHT shall invoice Minto, Mapleton and Wellington North as follows:

- An initial invoice of \$5,000 to be issued no later than January 30, 2018
- A subsequent invoice of \$8,000 to be issued no later than May 31, 2018.

For subsequent funding years, the Parties shall together determine the budget for the next funding year by the end of the third quarter of the funding year.

MFFHT shall invoice each Party on or before April 30 each year for the amount of funding to be provided for that funding year.

If, at the end of a previous funding period, funds remain unspent, MFFHT shall defer this revenue to be used for expenses in the subsequent funding year.

If determined to be necessary by the Parties, MFFHT will reduce the invoices for the next funding year by the amount of the surplus funds. The reduction due to surplus funds will be shared equally across the Parties.

INITIALS OF EACH PARTY