

## Memorandum of Understanding Regarding Adoption of the Integrated Community Lead Process

The agreement is between:

**Agency x  
Agency y  
Agency z**

### **Executive Summary**

Agencies x, y, z have agreed to work collaboratively to enhance access to services for clients in Niagara by adopting the Integrated Community Lead Process.

### **Purpose**

Understanding that our goal is to enable clients living in Niagara to achieve health, community, and a sense of value, agency x, y, z agree to work collaboratively to adopt the Integrated Community Lead Process:

1. Facilitate access to services including social services, primary health care, health promotion, prevention and treatment for individuals living in Niagara, and
2. Enable participants to gain access to the full scope of community services, including those services provided by agency x, y, z
3. And Whereas the intent of this Agreement is to improve service in a cost neutral manner;

### **Guiding Principles**

We agree that the following principles will guide the adoption of the Integrated Community Lead Process:

1. Foster the holistic, collaborative Integrated Community Lead process which takes into account the broader determinants of health including employment, education, environment, social isolation and income
2. Provide exemplary client care within inter-disciplinary teams of allied health professionals who work together on behalf of our shared clients
3. Work with clients and members of the care plan team to develop Integrated Community Plans to enhance client services as well as ensure ongoing communication of those plans with the client and the organizations involved in their care
4. Create a healthy partnership based on respect, cooperation, and mutuality, as well as ongoing and effective communication
5. Commitment to timely and constructive conflict resolution.

## **Roles and Responsibilities of the Parties:**

### **Organizations will:**

Provide staffing to support the development of the Integrated Community Plans on behalf of shared clients.

Ensure regular review and updating of Integrated Community Plans as appropriate, including participating in meetings as well as consulting with teams of interdisciplinary service providers.

Ensure Integrated Community Plans are implemented with the appropriate service levels necessary to carry out the plans in the delivery of social services, mental health, addictions, primary health care, treatment, prevention and health promotion activities.

Provide notice of any interruptions in agencies ability to provide services in accordance with the plan.

Each agency is ultimately responsible for their agency's client care and outcomes.

Therefore:

1. Each agency will maintain their own documentation and charting as per agency policy
2. Each agency's policies and procedures will guide their own service provider practice including privacy and risk management policies.

Each agency will refer clients to the Integrated Community Lead planning process who may benefit from the service as well as demonstrate a willingness to participate in the integrated collaboration.

Each agency will schedule staff to support the delivery of the Integrated Community Lead planning process, as well and ensure adequate support levels for each identified plan.

Each agency will work together with the community to ensure the safety of clients and staff by ensuring risk management practices are in place including but not limited to: protection of privacy as well as general crisis management strategies i.e. Non-Violent Crisis Intervention Training.

Each agency will be directly responsible for any expenses they incur associated with participating in the Integrated Community Lead process.

## **Joint Obligations**

Adhere to agreed upon guidelines for the provision of services to clients participating in the Integrated Community Lead process.

Function within agreed upon operational guidelines (i.e. documentation, recording, reporting).

Ensure effective coordination of services and maintain efficient service flow throughout each Integrated Community Lead planning process.

Work collaboratively to support clients in achieving their personal objectives/ treatment goals and the Integrated Community Lead Plan.

Cooperate and participate in ensuring appropriate evaluation of the Integrated Community Lead process.

Work collaboratively to determine scheduling of meeting dates and times for Integrated Community Lead planning as well as participation in the Implementation Management Team.

In the event of administrative or legal proceedings involving services, each party will bear its own expenses.

Each organization shall participate in the Integrated Community Lead planning process to ensure:

- Effective and timely communication
- Resolve complex client care issues
- Ongoing evaluation of partnership (celebrates successes, raise concerns)
- Assessment of client experience of the Integrated Community Lead planning process
- Timely resolution of conflict
- Identification of potential mutual training opportunities
- Identification of future opportunities for further collaboration
- Exploration of ongoing potential service integration opportunities.

All agencies will:

- Collectively work together to Identify client's needs through surveying clients, agencies and/or evaluation.
- Agree on which compliment of care/services each agency will provide based on need and resource availability.
- Work together to monitor client volume rates and agree on service levels based on available resources and sustainability.

## **Risk Management**

All agencies will ensure that:

- Proper consent is obtained prior to service initiation of Integrated Community Lead planning process.
- Plans are maintained and securely stored once developed.

All agencies will discuss and agree to strategies regarding:

- Privacy management
- Crisis management (CPI principles MH first aid, ASIST)
- Ensuring proper follow up for clients
- Managing high risk clients.

## **Insurance**

Each agency will bear its own liability. Liability will be assumed by the agency directly involved in providing the service at the time of any incident or service that may be in question or the focus of concern.

Each agency is responsible for maintaining adequate general liability insurance coverage. Each agency will ensure all staff/ volunteers are appropriately vetted and licensed, and that those requiring malpractice insurance have it.

## **Client Records**

Each agency will ensure that staff, volunteers, and students of the program comply with appropriate standards and regulations related to client records via legislation and standards of practice identified by all relevant Colleges.

## **Privacy/Confidentiality and Workplace Environment**

All parties shall use reasonable efforts to prevent disclosure of confidential information unless there is written consent, prior knowledge of the information, information was publically available at the time received, the information was lawfully obtained from a third party, or it was required to meet government laws, regulations or requirements.

All agencies will ensure staff, volunteers and students are informed of relevant privacy legislation including the Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act. Each agency will also ensure that policies and procedures supporting the Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act are in place and that staff, volunteers and students are informed of and expected to follow these policies.

This Memorandum of Understanding has been developed and executed by the Agencies, to set out the conditions and procedures for the exchange of information between agencies, to ensure compliance with the provisions of the *Municipal Freedom of Information and Protection of*

*Privacy Act, The Personal Health Information Protection Act, Freedom of Information and Protection of the Privacy Act, The Mental Health Act, The Health Care Consent Act, and other relevant privacy governing bodies and legislation, as applicable;*

**Review of Memorandum of Understanding**

This is a living document that will be reviewed annually or on an as needed basis. The Implementation Management Team (IMT) will meet annually to discuss implementation success and barriers. Implementation Management Team consists of:

<b><i>Agency</i></b>	<b><i>Representative</i></b>

This Memorandum of Understanding may be amended upon written agreement of the parties.

This agreement shall come into effect on the date upon which the last signatory thereto affixes his/her signature.

**Decision Making, Conflict of Interest and Dispute Resolution**

**Decision Making:**

Decisions will be achieved by consensus/vote of the members present at the Implementation Management Team meeting.

**Conflict of Interest:**

A conflict of interest is any situation in which a member of the Implementation Management Team, either for himself/herself or some other person(s), attempts to promote a private or personal interest that results or appears to result in the following:

- o Interference with the objective exercise of his/her duties as a member of the Implementation Management Team;

- A gain or advantage by virtue of his/her position on the Implementation Management Team; and/or
- Some advantage for an organization with which the member is directly involved as a director, member, partner, shareholder, staff member, or has a financial interest.

**Dispute Resolution:**

In the event that a dispute arises the members will attempt to negotiate the matter including involvement from other Implementation Management Team members or a skilled facilitator/mediator as appropriate.

**Accountability:**

I/WE acknowledge and accept that the above terms and conditions shall govern the implementation of the Integrated Community Lead process and agree to abide by same.

IN WITNESS WHEREOF, this Memorandum of Understanding has been signed on behalf of the Agency X, Y, Z, by duly authorized representatives of all institutions, on the dates noted below:

\_\_\_\_\_  
Agency x  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Agency y  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Agency Z  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Witness

ICL Tool Kit

See Appendix

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