

TERMS OF SERVICE AGREEMENT

The following terms of service ("the Agreement") is effective September 24, 2018.

BETWEEN **INSPIRING EVOLUTION** (the Consultant) located at:
24 Leblanc Street, Whitefish, Ontario P0M 3E0

AND **ALGOMA NURSE PRACTITIONER LED CLINIC (NPLC)** located at:
443 Northern Avenue, Sault Ste Marie, ON P6B 4J3

In consideration of the terms set forth herein and intending to be legally bound, the parties agree to the following:

1. SERVICES PROVIDED

Algoma NPLC will hire the Consultant to provide support for completion of required documentation for the Capital Expansion Business Case development project.

2. TERMS OF AGREEMENT

The agreement will begin on September 24, 2018 and will end upon completion of the project, reflecting the actual time all services indicated above have been completed. Either party may cancel this agreement with 30 days' written notice.

3. TIME DEVOTED BY CONSULTANT

It is anticipated that the Consultant will spend the time required to fulfill the obligations of this agreement including meeting with the Administrative Lead and Nurse Practitioner Lead, meeting with the Board of Directors of the NPLC, meeting with any other stakeholders identified, researching, consulting with the MOHLTC Consultant and completing documentation required by the Health Capital Branch of MOHLTC. The Administrative Lead will act as the main contact with the Consultant for the duration of the project.

4. PLACE WHERE SERVICES WILL BE RENDERED

The Consultant will perform most services in accordance with this agreement at a location of the Consultant's discretion. In addition, the Consultant will provide some services over the telephone, electronically by e-mail and at the NPLC's location as required.

5. PAYMENT TERMS

The professional consulting fee associated with this agreement is based on \$150 per hour plus HST. Hours worked will include all time related to meetings, research, document preparation and travel time.

Invoices will be emailed to the Administrative Lead on a monthly basis. Payment should be made by cheque payable to Charline Smith.

6. INDEPENDENT CONTRACTOR

Both the NPLC and the Consultant agree that the Consultant will act as an independent contractor in the performance of services under this agreement. Accordingly, the Consultant shall be responsible for payment of applicable federal and provincial taxes and any other related benefits. The Contractor will be responsible to carry applicable insurances.

7. CONFIDENTIAL INFORMATION


The Consultant agrees that any information received during the furtherance of the obligations of this agreement, which concerns the personal, financial or other affairs of the NPLC shall be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

8. EMPLOYMENT OF OTHERS

The Consultant may secure the services of an Associate for the provision of document preparation and meeting support when necessary and at their sole discretion. All costs and liabilities associated with this relationship shall be the responsibility of the Consultant.

The parties hereto have executed this agreement effective September 24, 2018.

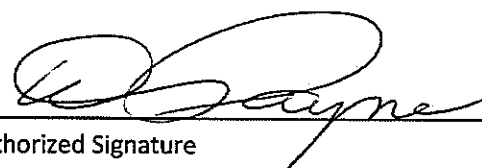
ALGOMA NURSE PRACTITIONER-LED CLINIC



Authorized Signature

Sandra Dereski, Admin Lead.

Print Name & Title



Authorized Signature

Wendelyn Payne Board Chair

Print Name & Title

INSPIRING EVOLUTION



Authorized Signature

Charline Smith, Principal Consultant

Print Name & Title