

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2021-38

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND MARCH OF DIMES CANADA (Service Agreement for Assisted Living Services in Shelburne – Hub & Spoke Model)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and March of Dimes Canada, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 11th day of November, 2021.



Darren White, Warden

Michelle Dunne, Clerk

**Service Agreement Regarding Assisted Living Services – Shelburne
(Hub & Spoke Model)**

THIS AGREEMENT made effective April 1, 2021

BETWEEN:

Corporation of the County of Dufferin - Dufferin Oaks

And

March of Dimes Canada

(Hereinafter referred to as the “Parties”)

The Parties are willing to work together as the transfer agency (Corporation of the County of Dufferin- Dufferin Oaks) and the service provider (March of Dimes Canada) to provide Assisted Living Services – Shelburne (Hub and Spoke Model).

Nothing in this Agreement shall be construed as creating a legal partnership among the Parties hereto. Except as expressly provided herein, no Party shall have the authority to act as an agent for, or to incur obligations on behalf of, the other Parties without their prior written consent.

AND WHEREAS the Central West Local Health Integration Network (“CWLHIN”)/Ministry of Health and Long Term Care of the Province of Ontario (MOHLTC) has allocated funds for the Assisted Living Services – Shelburne (Hub and Spoke Model).

The Parties agree as follows:

Article 1.0 Definitions

- 1.1 In this agreement the following words shall have the following meanings:
- (a) “Agreement” means this agreement entered into between the Parties and all schedules and attachments to this Agreement and any instrument amending the Agreement;
 - (b) “Program” means the Assisted Living Services – Shelburne (Hub and Spoke Model) according to the approved service plan by the CWLHIN/MOHLTC;
 - (c) “Lead Party” means the Corporation of the County of Dufferin - Dufferin Oaks.
 - (d) “Service Provider” means March of Dimes Canada (MODC)
 - (e) “Program property” means any equipment, furnishings and assets acquired with Program funds by a Party to this Agreement.

Article 2.0 Term of the Agreement

The term of this Agreement shall be the period commencing on the 1st day of April 2021, and ending on March 31st, 2022, unless terminated earlier or extended pursuant to the terms of this agreement.

Article 3.0 Responsibilities of the Parties

- 3.1 The Service Provider will provide the services in accordance with, and otherwise comply with:
- (1) the terms of the Agreement, including the Service Plan;
 - (2) applicable law; and
 - (3) applicable policy.
- 3.2 The Lead Party and the CWLHIN, or their authorized representatives, will have right of access to audit the financial and statistical records of the Service Provider as they relate to the Assisted Living Services - Shelburne Program. The Service Provider shall provide audited financial statements for this program as required by the MOHLTC/CWLHIN. The Service Provider will keep all financial records and invoices and all non-financial records for this program for seven years after the term of this agreement. The March 31, 2020 audited financial statements for this program will be provided to the Lead Party by June 15, 2020. Costs for the program audit will be paid by the Service Provider from program funds.
- 3.3 As Lead Party, Corporation of the County of Dufferin - Dufferin Oaks will submit an operating plan including budget for the Program to CWLHIN/MOHLTC, and receive funds according to the operating plan and the current Transfer Payment Accountability Agreement and convey funds to the Service Provider as per this agreement.
- 3.4 The Service Provider will prepare and submit to the Lead Party statistical and financial data, as per Ontario Healthcare Reporting Standards (OHRS) and as required by the CWLHIN/MOHLTC. See Schedule "A" for Program Funding and Performance Deliverables. The Lead Party will forward these reports to CWLHIN/MOHLTC in the format and timeframe determined by CWLHIN/MOHLTC. The Lead Party will retain funds until the data is submitted and reviewed. If the required data is not submitted within the required timeline, a penalty may be applied, as outlined in the CWLHIN/Lead Party accountability agreement.
- 3.5 The final payment due at the end of the term of this agreement will be subject to a 10% holdback. The 10% holdback will be released when the final Annual Reconciliation Report (ARR), is completed and submitted by the Lead Party.
- 3.6 The Service Provider is required to survey program participants quarterly. The Lead Agency will provide survey parameters to the Service Provider. The Service Provider will report survey results to the Lead Agency as per Schedule "A" and as required by the CWLHIN/MOHLTC.

- 3.7 Notwithstanding that the Lead Party is responsible for submitting financial and statistical reports as determined by the CWLHIN/MOHLTC in respect of this service; the Service Provider is responsible for the day to day management of the funds and the preparation of the financial and statistical reports but the Lead Party does have an oversight capacity and will be responsible for bringing to the attention of CWLHIN/MOHLTC apparent irregularities encountered in respect of its obligations.
- 3.8 **Municipality Access and Consultation:** The Service Provider will permit the staff of the Lead Party to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract. The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with the Municipal Staff.
- 3.9 The Service Provider shall have and supply proof, upon request by the Lead Party:
- (i) a code of conduct and ethical responsibilities for all persons involved in the provision of the program.
 - (ii) a policy and procedure to address complaints about the provision of services.
- 3.10 The Service Provider represents, warrants and covenants that services are and will continue to be provided:
- (i) by persons with the expertise, professional qualification, licensing and skills necessary to complete their respective tasks ; and
 - (ii) in compliance with all applicable laws and applicable policies issued or adopted by the MOHLTC.
- 3.11 The Service Provider will have a written procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended and the Service Provider will acquire supplies, equipment or services with the Funding through a process that is consistent with this policy.
- 3.12 The Service Provider agrees that all publications, brochures or promotional material regarding this program will include an acknowledgment of the Funding provided by the CWLHIN and the government of Ontario. Prior to including an acknowledgement in any publication, the Service Provider will obtain approval from the Lead Party of the form of acknowledgement. The Service Provider will not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the CWLHIN, and The County of Dufferin, unless it has received the prior written permission of the Lead Party to do so.
- 3.13 The Service Provider will use the Funding, provide the services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The Service Provider will disclose to the Lead Party without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Lead Agency to resolve any Conflict of Interest.

Article 4.0 Human Resources

- 4.1 Nothing contained in this Agreement will create a contractual relationship between the Service Provider's directors, officers, employees, agents, partners, affiliates or volunteers and the Lead Party or the CWLHIN/MOHLTC.
- 4.2 The Service Provider's staff shall be subject to the relevant policies, procedures, and contracts of the hiring/engaging Party, recruitment procedures, salary administration and performance appraisal.

Article 5.0 Program Property and Equipment

- 5.1 The Service Provider will supply and maintain suitable space for the Program's operation.
- 5.2 Any equipment made available to the Program shall remain the property of each of the respective Parties that provide the equipment.
- 5.3 The Parties will identify equipment requirements annually and as required (e.g. essential replacements of Program owned equipment). The Lead Party will consider the individual and collective needs of all the Parties and decide within available funds, in accordance with CWLHIN/MOHLTC policies and procedures.

Article 6.0 Confidential Client Information and Program Data

- 6.1 Each Party, its agents and employees will treat client records as confidential information and will take all steps necessary to prevent unauthorized access to, or disclosure of, these records or information therein.
- 6.2 Client records will remain with, and be maintained by, the Party that generated the records. The Parties agree to make available to the Program, client data where consent is provided in accordance with applicable privacy legislation. Where data is collected and analysed for the purposes of evaluation and accountability reporting, information will be provided by the Parties in a manner that protects the confidentiality of individual participants in the Program.
- 6.3 The Parties shall maintain in confidence information concerning the Parties, obtained in connection with the performance of the Agreement.

Article 7.0 Indemnification and Insurance

- 7.1 The Parties shall indemnify and hold harmless each other, and their respective officers, directors, employees and agents from and against any and all claims, demands, losses, costs, damages, liabilities, expenses, actions, suits, or proceedings by third parties which may arise out of, or be attributable to, the performance or the failure to perform, their respective

responsibilities under this Agreement, or that are caused by their respective negligent acts or omissions, or those of anyone for whose acts and omissions they are respectively liable as the employing Party.

- 7.2 The Service Provider shall have in place and maintain all necessary and appropriate insurance that a prudent person in the business of the Service Provider would maintain including, but not limited to commercial general liability insurance for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate and shall provide the Lead Party with a signed Certificate of Insurance for property and liability, at the start of this agreement and annually thereafter, as specified below.

(a) **Property Coverage:**

The Service Provider shall provide to the Lead Party a Certificate of Insurance confirming “All Risks” coverage on a Replacement Cost Basis on all Program Property in their care, custody and control. The Service Provider shall assume responsibility for any deductible under this Program.

The Certificate of Insurance shall note the name of the Authorized Representative, the Insurer, the Policy Number, the Policy Term, the Limit of Coverage, the Name of the Insured and shall explicitly name Corporation of the County of Dufferin - Dufferin Oaks and the CWLHIN/MOHLTC as “Additional Insured” or as “Loss Payee” under the Loss Payables section of the relevant Property Policy. The Certificate shall provide for a 90 day Notice of Termination provision.

(b) **Liability Coverage:**

The Service Provider shall provide the Lead Party with a Certificate of Insurance, which provides proof of coverage of Corporation of the County of Dufferin-Dufferin Oaks and the CWLHIN/MOHLTC, their officers, directors, and employees, for a minimum of the following classes of liability insurance: Bodily Injury Liability; Property Damage Liability; Personal Injury Liability; Contractual Liability; Malpractice Liability; Tenants Legal Liability; Non-Owned Automobile Liability; Errors and Omissions Liability and, a valid WSIB Clearance certificate or Employers Liability and Voluntary compensation, which ever applies. The inclusion of Cross Liability and Severability of Interest should be noted. The Certificate shall specify that liability is specific to this Program and Service.

The Certificate of Insurance shall show the date of issue, the name of the Authorized Representative, the Insurer, the Policy Number, the Policy Term, the Limit of Coverage, the Name of the Insured and shall explicitly name Corporation of the County of Dufferin - Dufferin Oaks and the CWLHIN/MOHLTC as “Additional Insured” or as a “Loss Payee” under the Loss Payables section of the relevant Property Policy. The Certificate shall provide for a 90 day Notice of Termination provision.

Article 8.0 Resolution of Staff and Program Issues

8.1 Each Party will attempt to resolve any difference, disagreement, dispute or conflict that arises within or between its staff who are involved within the Program. If not successful within 60 days, the matter will be referred to the CWLHIN.

Article 9.0 Amendments to this Agreement

9.1 This Agreement may be amended by written addendum to the Agreement executed by the authorized representatives of the Parties to the Agreement at the time that the amendment is executed.

9.2 A Party who withdraws from the Agreement before the conclusion of the term (as outlined in Article 2.0) shall provide 60 calendar days written notice to the other Parties and an appropriate plan for the care of clients affected by the proposed withdrawal from the Agreement.

9.3 Upon withdrawal of a party, all parties will consult with and advise the CWLHIN/MOHLTC regarding the reallocation of funds and provision of services.

9.4 In the event of revision to the Agreement, or withdrawal of a Party from the Agreement, the Lead Party will immediately notify CWLHIN/MOHLTC;

9.5 Upon a withdrawal of a Party to the Agreement, that Party shall be released from any further responsibilities hereunder except those pertaining to the period in which they were bound and the obligations of confidentiality and indemnification which survive indefinitely.

Article 10.0 Termination of the Agreement

10.1 One month prior to the expiry date of the Agreement (i.e. before March 31, 2021) the Agreement will be reviewed by the Parties and may be renewed for a further term to be determined by mutual consent of all the Parties, failing which the Agreement shall terminate.

10.2 Any Party wishing early termination of the Agreement is required to provide 60 calendar days written notice to the other parties.

10.3 Termination of the agreement requires immediate notification to CWLHIN/MOHLTC.

10.4 This Agreement shall terminate automatically if program funding is withdrawn by the CWLHIN and/or the MOHLTC, and/or the CWLHIN/MOHLTC terminates their agreement with the Lead Party for any reason.

10.5 The CWLHIN may also terminate funding immediately if in the opinion of the CWLHIN, including, but not limited to, the Service Provider has knowingly provided false or

misleading information, breaches of any part of the service agreement and/or misuse of the funding.

Article 11.0 Assignment

- 11.1 No Party to this agreement shall have the right to assign its interest and responsibilities herein, without the prior written consent of the CWLHIN/MOHLTC, the Service Provider and the Lead Party and in accordance with Article 10.0.
- 11.2 Subject to the provisions of 11.1, this agreement shall endure to the benefit of, and be binding upon, the Parties hereto and their respective successors and individuals assigned for this purpose.

Article 12.0 Terms of Payment

- 12.1 Payment by the Lead Party shall be made within thirty (30) days following the date on which the required monthly financial and statistical reports are received according to the terms of the contract.
- 12.2 If the Lead Party has any objection related to the reports or the substantiating documentation, within fifteen (15) days of its receipt, the Lead Party shall notify the Service Provider of the nature of the objection.

Article 13.0 Method and Basis of Payment

- 13.1 Upon completion of services as outlined in Article 3, and upon approval by the Lead Party representative, which approval shall not be unreasonably withheld or occur later than 30 days after receipt of the documentation related to the prescribed payment, the Lead Party will pay the Service Provider a sum to the ceiling of the CWLHIN prorated annual approved program budget as per Schedule “A” of this agreement according to the following breakdown:
 - (a) Upon monthly receipt of the financial and statistical reports for the twelve months of April, 2021 to March, 2022, the Lead Party will disburse a payment equivalent the actual costs incurred by the Service Provider less any adjustments related to the previous month(s).
 - (b) At the end of the operating year and upon receipt of the final month’s financial and statistical reports, the Lead Party will disburse the final payment up to the amount of the CWLHIN annual approved program budget minus a 10% holdback. The 10% holdback will be released when the final Annual Reconciliation Report (ARR) is completed.
 - (c) Any change in funding by the CWLHIN/MOHLTC will result in a subsequent change in payment.

- (d) Any funding not spent by the Service Provider at year end reconciliation will be required to be returned to the Lead Party for repayment to the CWLHIN.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under responsible corporate seals and the hands of their respective proper officials duly authorized on their behalf.

March of Dimes Canada

We have the authority to bind the corporation.

Per Jason Lye, A.S.O.

Name: Jason Lye

Title:

Vice President

Per _____, A.S.O.

Name:

Title:

Corporation of the County of Dufferin - Dufferin Oaks

We have the authority to bind the corporation.

Per  _____, A.S.O.

Name: Darren White

Title: Warden

Per  _____, A.S.O.

Name: Michelle Dunne

Title: Clerk, Corporate Services

Schedule “A”

Program Funding and Performance Deliverables

FUNDING

Term	Base 21/22	Lead Party Agency Fee 21/22	Program Budget 21/22
April 1, 2021 to March 31, 2022			
Base Funding	\$293,024	\$8,790	\$284,233
Total	\$293,024	\$8,790	\$284,233

Monthly advances to be made for the months of April, 2021 through March, 2022 based on actual costs incurred to operate the program. Total funds advanced not to exceed the annual approved program budget of \$284,233.

PERFORMANCE DELIVERABLES

Indicator	
Individuals Served	19
Resident Days Annualized	5311
PSW Hours	8140
Client Satisfaction Rate	75% return rate with 90% satisfied with services
Emergency Department Utilization Rate	TBD
Hospital Admission Rate	TBD

Schedule “A”

Program Funding and Performance Deliverables

REPORTING REQUIREMENTS

The reporting requirement will be on a monthly basis and must be received by the Corporation of the County of Dufferin – Dufferin Oaks by the 5th day following each month. The Lead Party must report to the MOHLTC as follows:

- Quarter 2 due October 31, 2021
- Quarter 3 due January 31, 2022
- Quarter 4 due May 31, 2022
- Annual Reconciliation Report (ARR) due June 30, 2022

QUARTERLY SURVEYS

The Service Provider is required to survey program participants quarterly. Survey results will be reported to the Lead Party as follows:

- Quarter 1 due July 20, 2021
- Quarter 2 due October 20, 2021
- Quarter 3 due January 20, 2022
- Quarter 4 due April 20, 2022

The CWLHIN/MOHLTC may also require at any other time, any financial or statistical reports it deems necessary. These reports must be provided by the Service Provider in order to maintain its funding for the Assisted Living Services – Shelburne (Hub and Spoke Model) Program.

Date: _____

Date: 10 / 19 / 2021

Corporation of the County of Dufferin- Dufferin Oaks

March of Dimes Canada

We have the Authority to bind the corporation.

We have the authority to bind the corporation.

Per  _____, A.S.O.
 Name: Darren White
 Title: Warden

Per Jason Lye _____, A.S.O.
 Name: Jason Lye
 Title: Vice President




Per  _____, A.S.O.
 Name: Michelle Dunne
 Title: Clerk

Per _____, A.S.O.
 Name:
 Title:

Signature Certificate

Document Ref.: T9VJU-NWN52-GQVAF-WB6IP

Document signed by:

	<p>Jason Lye Verified E-mail: jlye@marchofdimes.ca</p>	
<p>IP: 87.58.186.78</p>	<p>Date: 19 Oct 2021 15:25:24 UTC</p>	

Document completed by all parties on:
19 Oct 2021 15:25:24 UTC

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