

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2020-23

### A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND ONTARIO HEALTH. (Long Term Care Home Service Accountability Agreement)

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 Ontario Health, 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 13<sup>th</sup> day of April, 2023.

*Original signed by:*

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Wade Mills, Warden



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Michelle Dunne, Clerk

For a full copy of the agreement, please contact the Clerk's department.

**LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT**  
**April 1, 2023 to March 31, 2024**

**SERVICE ACCOUNTABILITY AGREEMENT**

with

**Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens**

**Effective Date: April 1, 2023**

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**Schedules**

Schedule A: Description of Home and Services

Schedule B: Additional Terms and Conditions Applicable to the Funding Model

Schedule C: Reporting Requirements

Schedule D: Performance

Schedule E: Form of Compliance Declaration

**THIS AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2023.

**BETWEEN :**

**ONTARIO HEALTH (the "Funder")**

**AND**

**Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens (the "HSP")**

**IN RESPECT OF:**

**Dufferin Oaks located at  
151 Centre Street, Shelburne, ON L9V 3R7**

**Background:**

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the "CCA").

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a "**Municipal HSP**") under the Provincial Long-Term Care Home Service Accountability Agreement template (the "**LSAA**"), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

**ARTICLE 1.0 - DEFINITIONS & INTERPRETATION**

**1.1 Definitions.** In this Agreement the following terms will have the following meanings.

"**Accountability Agreements**" means each of the accountability agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between

Funder and the Ministry of Health, and between the Funder and the Ministry of Long Term Care.

**“Act”** means the *Fixing Long-Term Care Homes Act, 2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

**“Active Offer”** means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual.

**“Agreement”** means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

**“Annual Balanced Budget”** means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

**“Applicable Law”** means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement.

**“Applicable Policy”** means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

**“Approved Funding”** has the meaning ascribed to it in Schedule B.

**“Beds”** means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

**“Board”** means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*, and regulations made under it as it and they may be amended from time to time.

**"CCA"** means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time.

**"CEO"** means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

**"Compliance Declaration"** means a compliance declaration substantially in the form set out in Schedule E.

**"Confidential Information"** means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

**"Conflict of Interest"** in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (a) the HSP;
- (b) a member of the HSP's Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

**"Construction Funding Subsidy"** has the meaning ascribed to it in Schedule B.

**"Controlling Shareholder"** of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

**"Days"** means calendar days.

**"Design Manual"** means the Ministry design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

**"Designated"** means designated as a public service agency under the FLSA.