

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-54

**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 Corporation of the County of Dufferin and March of Dimes Canada, in a form substantially the same as attached hereto as Schedule "A" be approved.
3. 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 9<sup>th</sup> day of November, 2023.

*Original signed by:*

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Michelle Dunne, Clerk

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

**THIS AGREEMENT made effective April 1, 2023**

**BETWEEN:**

Corporation of the County of Dufferin

And

March of Dimes Canada (MODC)

(Hereinafter referred to as the “Parties”)

The Parties are willing to work together as the transfer agency (Corporation of the County of Dufferin and the service provider (March of Dimes Canada (MODC) 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** Ontario Health 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 Ontario Health;
- (c) “Lead Party” means the Corporation of the County of Dufferin;
- (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 1<sup>st</sup> day of April 2023, and ending on March 31<sup>st</sup>, 2024, 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 Ontario Health, 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 - Orangeville Program. The Service Provider shall provide audited financial statements for this program as required by Ontario Health. 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, 2024 audited financial statements for this program will be provided to the Lead Party by June 15, 2024. 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 will submit an operating plan including budget for the Program to Ontario Health, 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 Ontario Health. See Schedule “A” for Program Funding and Performance Deliverables. The Lead Party will forward these reports to Ontario Health in the format and timeframe determined by Ontario Health. 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 Ontario Health/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 Ontario Health.
- 3.7 Notwithstanding that the Lead Party is responsible for submitting financial and statistical reports as determined by Ontario Health 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 Ontario Health 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 Ontario Health.
- 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 Ontario Health and the government of Ontario. Prior to including an acknowledgment 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 Ontario Health, 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 Ontario Health.
- 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 Ontario Health 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