

Agenda Including Addeds

Community and Protective Services Committee

4th Meeting of the Community and Protective Services Committee

March 19, 2019, 4:00 PM

Council Chambers

Members

Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Pelozza, S. Hillier, Mayor E. Holder

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The Committee will recess at approximately 6:30 PM for dinner, as required.

	Pages
1. Disclosures of Pecuniary Interest	
2. Consent	
2.1 1st Report of the Town and Gown Advisory Committee	3
2.2 2nd Report of the Accessibility Advisory Committee	10
2.3 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee	17
2.4 2019-2022 Service Accountability Agreement between The Corporation of London (Dearness Home) and The South West Local Health Integration Network (LHIN)	19
2.5 2019-2022 Multi - Sector Service Accountability Agreement Between The Corporation of The City Of London (Dearness Home) and The South West Local Health Integration Network (LHIN)	74
2.6 The London Arts Council Agreement 2019-2023	130
2.7 The Grand Theatre Agreement 2019-2023	146
2.8 By-law and Agreement with London Transit Commission - Reduced Fare for Seniors Bus Trips	158
a. <i>(ADDED) Replacement Page</i>	164
3. Scheduled Items	
4. Items for Direction	
4.1 Request for Dedication of Fire Station #4 - 870 Colborne Street - In Memory of Deputy Chief W. Peter Harding	165
4.2 2nd Report of the Community Safety & Crime Prevention Advisory Committee Report	175
4.3 3rd Report of the Animal Welfare Advisory Committee	180

5.	Deferred Matters/Additional Business	
5.1	Deferred Matters List	191
6.	Adjournment	

Town and Gown Committee Report

1st Meeting of the Town and Gown Committee
March 6, 2019
Committee Room #5

Attendance PRESENT: D. Chang (Chair), Deputy Mayor J. Helmer;
Councillors A. Kayabaga, S. Lehman, M. Salih and P. Squire; J.
Goodwin, W.A. Mohamed, J. Said, I. Teja and P. White and H.
Lysynski (Secretary)

ABSENT: P. Beechey, A-M. DeCicco-Best, Z. Engel and J.
Smith

ALSO PRESENT: J. Adema, J. Burt, M. Garwood, G. Matthews,
O. Katolyk and R. Wilcox

The meeting was called to order at 1:07 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That Deputy Mayor J. Helmer disclosed a potential pecuniary interest in clause 5.1 of this Report, having to do with the roundtable discussion on unsanctioned street parties in the event that discussions are held pertaining to any decisions made by The Corporation of the City of London that Western University has declared a pecuniary interest in, by indicating that he is employed by Western University.

2. Organizational Matters

2.1 Election of Chair and Vice Chair for term ending June 1, 2019

That it BE NOTED that the Town and Gown Committee elected D. Chang and Councillor P. Squire as Chair and Vice Chair, respectively, for the term ending June 1, 2019.

3. Scheduled Items

None.

4. Consent

4.1 1st Report of the Town and Gown Committee

That it BE NOTED that the 1st Report of the Town and Gown Committee, from its meeting held on September 13, 2018, was received.

4.2 Municipal Council Resolution - Appointments to the Town and Gown Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on December 5, 2018, with respect to the appointments to the Town and Gown Committee, was received.

4.3 Municipal Council Resolution - 1st Report of the Town and Gown Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on October 16, 2018, with respect to the 1st Report of the Town and Gown Committee, was received.

5. Items for Discussion

5.1 Roundtable Discussion on Unsanctioned Street Parties - Shifting Cultural Behavior - Communication, Compliance and Alternative Activities

That it BE NOTED that the Town and Gown Committee held a general discussion and received the following, with respect to unsanctioned street parties in London:

That it BE NOTED that the Town & Gown Committee held a general discussion and received the following, with respect unsanctioned street parties in London:

- a) the attached presentation, from O. Katolyk, Chief Municipal Law Enforcement Officer, P. White, Executive Director, Government Relations and D. Chang, Vice-President, University Students Council, Western University; and,
- b) the attached proposed Nuisance By-law Amendment.

6. Deferred Matters/Additional Business

6.1 (ADDED) Upcoming Transportation Meeting

That it BE NOTED that the Town and Gown Committee was advised by Councillor P. Squire that there will be a special Strategic Priorities and Policy Committee meeting on March 20, 2019 at 3:00 PM at Centennial Hall to discuss transportation matters.

6.2 (ADDED) Strategic Plan Initiative

That it BE NOTED that the Town and Gown Committee was advised by Councillor P. Squire of a potential initiative to be added to the Strategic Plan relating to dialogue between Western University and Fanshawe College.

6.3 (ADDED) St. Patrick's Day

That it BE NOTED that the Town and Gown Committee held a general discussion with respect to St. Patrick's Day and the proactive measures being undertaken.

7. Adjournment

The meeting adjourned at 2:21 PM.



Unsanctioned Street Parties

- Not only a London issue
- Comprehensive collaboration – education, community, first responders
- Commitment to continuous discussion – multi layered solutions

What has the city done?

- By-law Enforcement – Proactive
- Public Nuisance By-law
- Residential Licensing By-law

Moving forward

- By-law review
- Cost recovery
- Council – April 2019

Western views the unsanctioned street party as:

- **Dangerous** for young people attending, police and other first responders
- **Disrespectful** to the community
- **Disruptive** - ties up emergency services that could be needed elsewhere in London

Complex history

- A small crowd has traditionally partied on Broughdale Homecoming weekend
- 2013 police estimated the crowd on Broughdale to be about 3,000
- 2015 police estimated the crowd on Broughdale to be about 10,000
- 2016 responding to police concerns, Western's official Homecoming was moved from Oct. 1 to Oct. 22.
- 2016 Broughdale party organizers kept their date of Oct. 1, rebranding the party FoCo -- crowd estimated at 10,000
- 2018 police estimate crowd at 20,000

The University's response continues to evolve to address the changing dynamics

Pulling all the levers

- Collaboration through the *Broughdale Task Force* composed of senior leaders from:
 - City of London, London Police Services
 - London Fire Department,
 - Western administration
 - University Students' Council (USC)
- Feb. 15/19: Leaders from police departments, city halls and universities from 7 cities met to discuss how to deal with large, illegal street parties
- Reviewing how Western University Code of Student Conduct could successfully be used in instances where students have committed serious offences off campus.
- There is NO ONE magic answer **It will take a concerted effort on the part of Western, our students and our city partners to find solutions.**

Working Group

- Western's internal *Working Group on Broughdale* has campus-wide representation, including student leaders. Its goal is to:
 - Explore all the actions Western could use to deal with Broughdale
 - Research best practices in Canadian and U.S. universities to curtail these parties
 - Western has invested nearly \$650,000 in the past five years to provide:
 - Alternative student programming
 - Hire additional police and security
 - Erect fencing
 - Cleaning up after the crowds are gone

This is in addition to the \$3 million Western spends annually on campus policing.

Western's Approach:

Finding a solution to Broughdale will require:

1. **Collaboration:** focused on **curbing** the activity, coordinating **communication**, and conveying **consequences**
2. **Education:** Emphasizing **safety, responsibility, & respect**
3. **Safe,** spirited, sanctioned on-campus activity where students can celebrate being purple and proud

USC On-Campus Student Programming

Recent history of involvement

- **2014:** First attempt at programming to counter growing numbers on Broughdale Disrespectful for the immediate neighbourhood, *800 students attended*
- **2015:** Hoco on the Hill with DVBBBS, *9600 tickets sold*
- **2016:** Homecoming Date Change
 - Fall Festival on October 1
 - HOCO in the City on October 22; off campus programming
 - Peak hours of 10am-4pm identified
- **2017:** No Official Programming
 - Free pizza handed out on University Drive; Risk Mitigation
- **2018:** Purple Fest, 11,000 tickets sold; headliner at 3pm

PurpleFest 2018 Post-event Feedback Highlights



- **11,000** tickets sold
- **Students very satisfied with performers:** Lil Uzi Vert, Juice Wrld, Loud Luxury, Murda Beatz
- **75% of students** recommend that the USC invest in programming during the last week of September
- **Students feel strongly that these events are important** and appreciate them
- **60% of attendees** did not drink at all at the event
- Guest Policy was used by 64% of attendees (36% +2, 28% +1)
- SERT (On Campus), Food and Hydration options on UDR

PurpleFest 2018

Post-Event Feedback Lessons Learned

- **Bookend Headliners**
- **Students vocalized a need for:**
 - More Affordable and More Healthy Food Options
 - Pre-Released Set Times
- **Decisions could be swayed to attend by:**
 - Calibre of Artists
 - Price of Tickets
- **Increased variety of alternative programming within the venue**
- 94% of students who purchased tickets attended the event; 19% of attendees did not go to Broughdale at all before the event

Priorities Moving Forward

- **Student Safety**
- **Reduction in Numbers on Broughdale**
 - Push and Pull Factors*
- **Culture Shift**
 - Expectations for the community*
- **Reduce Impact on Community Safety Services**
 - Prioritize access to care
 - EMS, Hospitals, Fire, Police
- **Students, to be treated as peers**
- **Streamlined Communications** from all Community Partners - before, during and after
- **Goal:** remove the divide in homecoming celebrations, improve safety and channel school spirit.

As a community, what will it take to shift this cultural behaviour?

- Communications
- Compliance
- Alternative activities

Bill No.
2019

By-law No.

A By-law to amend By-law PH-18 entitled, “A by-law to prohibit and regulate public nuisances within the City of London.”

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001* provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001* provides that a by-law under section 10 respecting a matter may (b) require persons to do things respecting the matter;

AND WHEREAS subsection 10 of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and may pass by-laws respecting the following matters: 6. Health, safety and well-being of persons; 7. services and things that the municipality is authorized to provide; 8. Protection of persons and property; 10. Structures;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that, if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense, and that the municipality may enter upon land at any reasonable time, and that the municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS the City’s Inspections By-law provides for rights of entry to determine whether the following are being complied with: by-laws passed under the *Municipal Act, 2001*; a direction or order of the City made under the *Municipal Act, 2001*; a condition of a licence issued under a by-law of the City passed under the *Municipal Act, 2001*; and an order made under section 431 of the *Municipal Act, 2001*;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law PH-18 is amended by inserting a new section 4A after section 4, as follows:

”4A. Take Necessary Actions to Prevent, End or Clean Up After Nuisance Party

4A (a) Every owner, occupant or tenant shall take all reasonable actions to prevent a Nuisance Party, end a Nuisance Party, and clean up after a Nuisance Party.

(b) Every owner, occupant or tenant shall take all reasonable actions to prevent a Nuisance Party, end a Nuisance Party, and clean up after a Nuisance Party, as directed by any of the Chief of Police, the City’s Chief of Municipal Law Enforcement Services or designate, or Fire Chief or designate.

(c) For greater certainty only, the actions contemplated in (a) and (b) above include but are not limited to: hiring security personnel to prevent persons who do not live at the Premises from entering the Premises; requiring persons who do not live at the Premises to leave the Premises; preventing or extinguishing fires; preventing or extinguishing firecrackers, fireworks and pyrotechnics; preventing a fire from spreading; requiring people to leave roof and other structures and contracting for any special equipment for same; renting special equipment; preserving property; eliminating or reducing unreasonable sound; providing specialized rescue services;

controlling and eliminating an emergency; preventing damage to equipment owned by or contracted to the City; making safe an incident or Premises; reducing crowd size at Premises; removing debris and garbage including plastic cups, cans and bottles.

2. By-law PH-18 is amended by inserting a new subsection 7(3) after subsection 7(2) as follows:

Failure to Comply – done by City – at expense of person required to do it

(3) Where any thing required to be done in accordance with this by-law is not done, the City's Chief of Municipal Law Enforcement Services or designate may do such thing at the expense of the person required to do it, and such expense may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on _____, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading –
Third Reading –

Accessibility Advisory Committee

Report

2nd Meeting of the Accessibility Advisory Committee
February 28, 2019
Committee Room #4

Attendance PRESENT: J. Madden (Chair), A. Abiola, L. Chappell, M. Dawthorne, A. Forrest, N. Judges, P. Moore, P. Quesnel and J. Wilson and J. Bunn (Secretary)

ABSENT: G. Ashford-Smith, M. Cairns and J. Menard

ALSO PRESENT: D. Baxter, J. Davison and N. Musicco

The meeting was called to order at 3:00 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 Draft Accessible Vehicle for Hire Incentive Program

That it BE NOTED that the attached presentation from N. Musicco, Specialist I, Municipal Policy, with respect to a Draft Accessible Vehicle for Hire Incentive Program, was received.

3. Consent

3.1 1st Report of the Accessibility Advisory Committee

That it BE NOTED that the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 24, 2019, was received.

3.2 Public Meeting Notice - Draft Old East Village - Dundas Street Corridor - Secondary Plan

That it BE NOTED that the Public Meeting Notice, dated January 24, 2019, from K. Killen, Senior Planner, with respect to an Official Plan Amendment for the Draft Old East Village Dundas Street Corridor Secondary Plan, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 2018 and 2019 ACCAC Work Plans

That the revised, attached 2018 Accessibility Advisory Committee (ACCAC) Work Plan Summary BE FORWARDED to the Municipal Council for their information; it being noted that the ACCAC held a general discussion related to the 2019 Work Plan.

6. Deferred Matters/Additional Business

- 6.1 (ADDED) Municipal Council Resolution - Appointments of Voting Members to the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on January 29, 2019, with respect to Appointments to the Accessibility Advisory Committee, was received.

- 6.2 (ADDED) Draft Parks and Recreation Master Plan – Upcoming Engagement – D. Baxter

That the Draft Parks and Recreation Master Plan BE REFERRED to the Policy Sub-Committee for review; it being noted that a verbal update from D. Baxter, Manager, Policy & Planning, was received with respect to this matter.

7. Adjournment

The meeting adjourned at 4:55 PM.



Accessible Taxi Incentive Research
Accessibility Advisory Committee

Presenter: Nicole Musicco
February 28, 2019



Purpose of Accessible Incentives

- Mitigate the costs associated with the operations
- Improve service to customers

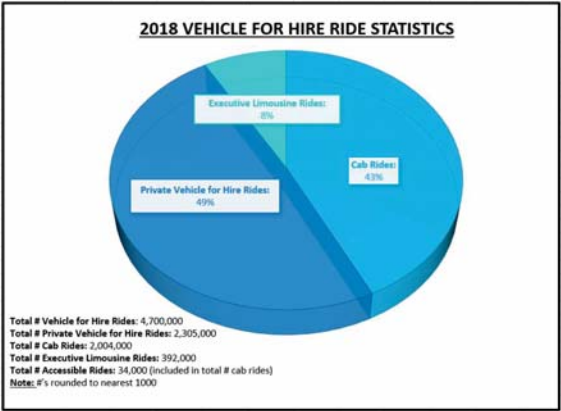


Current Structure Statistics

- Number of brokers in London:
 - Taxi (4)
 - YourTaxi London
 - London Yellow Taxi
 - Green Transportation
 - U-Need-A Cab
 - Limo (2)
 - Checker Limousine
 - Green Transportation
 - Transportation Network Company (1)
 - UBER
- Statistics:
 - 1 cab plate for every 1100 citizens
 - 1 accessible plate for every 18 taxi plates
 - 353 licensed cabs with 19 accessible cabs *(plus 10 more)*



2018 Vehicle For Hire Ride Statistics





What are other cities doing?

City	Surcharges to fund Accessible Vehicles	Subsidies	Additional Incentives	Central Dispatch
Calgary	-\$0.30 per trip. -One-time funding request of \$350K in 2019 and \$350K in 2020 to support a two-year Centralized Dispatch pilot project.	\$5000/year in grants and incentives (to a maximum of \$40,000) over 8 years.	Incentives provided for days on road, vehicle inspections, minimal complaints on vehicle, cordless debit machines.	Yes
Edmonton	\$50/year per accessible vehicle.	TBD	Accessible Licence fee reduction.	No
Hamilton	None	\$5.00 flat rate to all qualified accessible taxi drivers for each trip/	None	No
Montreal	None	\$15,000 provincial vehicle conversion subsidy.	None	No
Ottawa	\$0.07 per trip	Currently working on potential subsidies.	No annual accessible licence fee	No
Toronto	None	None	Accessible licence fee reduced	No
Chicago	-\$0.10 per TNC trip. -\$22/month licence fees for non-WAV vehicles.	-Up to \$20,000 capital on new vehicle and up to \$5000 annual operating.	Airport fast lane voucher for accessible vehicles. Free medallion to annual "Excellence Award" winner.	Yes
New York	\$0.30 per taxi trip	Up to \$30,000 capital and operating subsidy distributed over 4 years (\$14,000 up front) and \$10-\$30 per trip for trips booked through Accessible dispatch service.	\$0.50 for every trip taken in an accessible vehicle.	Yes



Intended Outcomes

Potential intended outcomes of this program:

1. Service to customers will improve.
2. Mitigate the costs.
3. Drivers are incented to improve service.



Questions/ Comments

Thank you.



Nicole Musicco
Specialist, Municipal Policy Development & Compliance Services
nmusicco@London.ca
519-661-CITY (2489) ex 4992

2018 Accessibility Advisory Committee Work Plan - Final

Project/Initiative	Background	Lead/Responsible	Proposed Timeline	Proposed Expenses	Proposed Budget	Relation to London Strategic Plan	Status
Transportation Advisory Committee (TAC) representative	Designated ACCAC rep on TAC	As elected by ACCAC	Ongoing	NIL	NIL	The strategic plan repeatedly references the Transportation Master plan, one of the primary documents used to direct the actions of TAC	Currently have an active TAC member
Trails Advisory Group (TAG) Representative	Designated ACCAC rep on TAG	As elected by ACCAC	Ongoing	NIL	NIL	Building a sustainable City 2.A (pg 11)	Currently have 2 members actively involved with TAG
Prepare formal recommendations to council based on the feedback gathered during the Accessibility themed open-house(s)/community consultation(s)	ACCAC completed 5 community open houses throughout 2017 workplan.	Education and Awareness Sub-committee	winter/spring 2018	NIL	NIL	Leading in Public Service 1A; 4A; Strengthening Communities 2B; 3A; 5C; 5H	Completed the Open Houses in 2017. Made 3 presentations to CPSC and City Council in 2018. Need to refine recommendations for Council in 2019.
	Host a Strategic Planning Session with all ACCAC members to develop Short term (2019 Work Plan)	Chair/Vice-Chair	Fall 2018	Food, Space	200	Note: development of Accessibility plan in conjunction with ACCAC is mandated under AODA legislation	Completed 2018 report and 2019 work plan at Feb. committee meeting. Will host a formal strategic planning session after new committee formed in June 2019.
Long Term Planning	This is mandated under AODA legislation (See Site Plan Process best practice Initiative)	Chair/Vice-Chair	Ongoing	NIL	NIL	This is mandated under AODA legislation	Met with staff re: site plan checklist in 2018. City has begun to use the checklist and will report back to ACCAC in Fall 2019.
Site Plan Reviews	ACCAC has identified several areas where the FADS document could be expanded or strengthened. Ideally the municipality would expand FADS to include these areas, including but not limited to: community gardens, playgrounds, trails, parks, etc.	Policy and Bylaw Subcommittee	Ongoing	NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	Spoke to staff and council in 2018 regarding the importance of the FADS document and its ongoing use and the need for an update. Will continue to advocate for the use and updating of FADS in 2019.
Continue to advocate for use and expansion of FADS document	Site Plan review is mandated responsibility of ACCAC since the ODA (2001) Changes to AODA, Ontario Building Code and FADS have ensured most accessibility requirements are now met. Legislation still has some gaps or variances (e.g. applicable to different parties) Best practices/accessibility guidelines and considerations may include a review checklist or information document available/distributed with building or renovation permit requests City staff are using the checklist and are set to return to ACCAC for discussion and follow-up.	Built Environment Sub-Committee	Dependent on staff timelines - estimated Spring/Summer 2018	NIL	NIL	Leading in Public Service 5A	Staff to return to ACCAC in Fall 2019 for an update.
Review/revised best practices/accessibility guidelines and considerations for Site plan review process (developed by ACCAC in 2016) based on staff feedback	Historically ACCAC has received, often through City staff or accessibility@london.ca, requests to advise builders, architects, businesses, and citizens (amongst many other groups) on aspects of accessibility	Variable sub-committees or ACCAC Chair/Vice Chair; as appropriate	Ongoing	NIL	NIL	Strengthening our Community 1A; 5B; 5C; 5H	Have a rep on LTC Accessibility advisory committee for the first time in 2019.

Undertake Community Outreach to raise Awareness of ACCAC and its role within the city; Promote resources developed by ACCAC to Londoners	ACCAC has historically partaken in outreach varying from hosting full day conferences, to Lunch 'N' Learns, to exhibiting at community events (e.g. Car-free Sundays) Opportunities will focus primarily on exhibiting at events, and may include King's College Social Work Week, Dundas Street Festival, etc.	Education and Awareness Sub-committee	Ongoing		registration costs, ACCAC materials	>\$100 per session; not to exceed \$1000 annually	Leading in Public Service 1A; Strengthening Communities 2B; 3A;	ACCAC very visible in the community last year due to making public the findings of our Open Houses. Have started discussions with TVCC to roll out an "Accessible Trick or Treating" sign/campaign for Oct. 2019
Access2 expansion	Several years ago the City of London became the first municipality in Canada to accept the Access2 Card (Easter Seals program) at all municipal venues. During that expansion London also went from 3 to 48 venues accepting the card. Many new venues/programs now exist and could be approached. During 2017 ACCAC began this process by developing a list of potential sites/venues.	Education and Awareness Sub-committee	Ongoing throughout 2018		NIL	NIL	Strengthening our Community 2B, 2C, 3A	List has been compiled for possible Access2 expansion. Continue with this objective in 2019.
Review Deaf/Blind child at play sign policies	ACCAC members have noted many of these signs have been placed in the same location for decades. This has raised questions about the program	Policy Subcommittee	winter-spring 2018		NIL	NIL	Strengthening our Community 5B	Staff presented to ACCAC in 2018. Policy committee to make formal recommendations in 2019.
Investigate/discuss benefits/impact of making ACCAC brochures/materials in American Sign Language and other accessible formats	During revision of ACCAC materials in 2016, some members questioned whether we were reaching all Londoners who may benefit from the information in our materials and encouraged we explore alternate languages. In 2017 it was determined alternate language was not recommended, however the need to reproduce content in ASL	Education and awareness subcommittee	Summer/Fall 2018		translation costs	2000	Strengthening our Community 2A	Progress not made on this objective in 2018. Education and Awareness sub-committee to address this objective in 2019.
City wide meeting accessibility protocols and procedure	A 2016 ACCAC meeting did not have an access team for a member require it. Was informed there was no policy or procedure for proceeding/cancellations in such circumstances. Initial meetings were held with city staff and some recommendations were already made in 2017, however more formal protocols should be developed	Policy Subcommittee	Fall 2018		NIL	NIL	Strengthening our Community 2C	The City began using an accessibility statement to start all committee meetings in 2018. Signage also placed in council chambers. Explore further opportunities in 2019.
Investigate and make recommendation to City on accessibility in 'non-traditional' parks (e.g. community gardens, dog parks, urban agriculture); this may or may not overlap with FADS expansion also included in this plan	ACCAC members have noted many opportunities for enhanced accessibility at outdoor municipal venues/parks. Have worked with Trails, community gardens to date.	Built Environment Sub-Committee	Spring - Fall 2018		NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	Very positive relationship with staff in developing accessible Community Gardens and parks and playgrounds. Impressive progress made in 2018. Continue to work toward more improvements in 2019.
Engage in discussions around Paratransit and what role, if any, the city could/should undertake in improving the service, noting it is an LTC service, not that of the city directly	Paratransit system is significantly overburdened and very cumbersome for users (requiring prebooking 3 days prior, often taking numerous calls to get through, booking times sometimes hours earlier than desired). Many requests go unfilled	Transportation Working Group	Spring-Fall 2018		potential meeting/consultation sessions, food, space	1200	Strengthening our Community 5H	Accessible transportation was the number one priority as a result of our Open Houses. We now have a member on LTC accessibility advisory committee as a liaison between committees. Have also met with Age-Friendly and plan to work with them and other community groups to advocate for improvements to Paratransit in 2019.
Participate in the development and review of the 2018-2021 Accessibility Plan	mandated responsibility of ACCAC under the AQDA	Policy Subcommittee, final draft to be brought to full committee	Per staff timeline		NIL	NIL	Accessibility Action Plan 2013-2017	Have worked with London's Accessibility specialist throughout 2018 and will continue in 2019.

Develop and maintain AODA policies, procedures, practices, particularly for the new Integrated Standard.	Included in the current 2013-2017 Accessibility Plan	Policy Subcommittee	Ongoing		NIL		Accessibility Action Plan 2013-2017	Worked with city staff in 2018 and will continue in 2019.
Review City Budget with an accessibility lens.	Included in the current 2013-2017 Accessibility Plan	Chair/Vice-Chair	During budget season		NIL		Accessibility Action Plan 2013-2017	Worked with city staff in 2018 and will continue in 2019.
Annually nominate a candidate for the Mayor's New Year's Honor List under the Accessibility category.	Included in the current 2013-2017 Accessibility Plan	Chair/Vice-Chair	Fall 2018		NIL		Accessibility Action Plan 2013-2017	Name changed to Accessibility category in 2018. Discuss potential recipients at September 2019 meeting.
Continue to develop and distribute pamphlets to inform the public about issues related to persons with disabilities.	Included in the current 2013-2017 Accessibility Plan	Education and Awareness Subcommittee	Ongoing				Accessibility Action Plan 2013-2017	Continue in 2019 with Education and Awareness sub-committee taking the lead.
Review resource historic documents produced by ACCAC, currently posted on london.ca	ACCAC completed review of 2 existing documents in 2017 (Outdoor events, financial resources) and felt review of remaining documents was prudent	Education and Awareness Subcommittee	Fall 2018		NIL		Leading in Public Service 1B; 1C Strengthening our Community 3A	Completed these reviews as well as worked with staff in developing accessible elections.
Produce an 'Awareness Calendar' highlighting awareness days, weeks, months related to Accessibility and disability	This used to be done monthly but was only shared amongst ACCAC. To promote Accessibility and awareness it was felt a broadening of this approach would benefit the community. ACCAC endeavors to create the calendars and engage city staff on including it/merging it with other cultural/awareness calendars currently used/posted by the city	Education and Awareness Subcommittee	Spring/Summer 2018		NIL			Carry forward to 2019 to ensure an accurate and current calendar.
Advise council on manner to better acknowledge and reflect important awareness dates, including International Day for Persons with a Disability (Dec 3)	Similar to the Awareness calendar, acknowledging key dates of importance will elevate the awareness of Accessibility and our community.	Education and Awareness Subcommittee	Fall 2018		NIL			Working with City's accessibility specialist to complete this in 2019.
Investigate alternative participation at meetings and sub-committee meetings to increase participation	Under the previous council a survey was sent out regarding Advisory Committee interest in remote access to committee meetings. No further announcement was made after feedback was provided. ACCAC historically experiences Quorum issues, in part due to members missing meetings for the very reason they were appointed (e.g. their disability makes attendance impossible, unable to coordinate Paratransit, etc.)	Education and Awareness Sub-committee	Spring/Summer 2018		potential software/connection fees			Our committee currently provides captioning services at all meetings and sub-committee meetings with assistance from Clerk's office. Our committee also allows for remote call-ins for sub-committee meetings as needed.
					Total			
						not to exceed \$6000 (ACCAC's historically approved Annual budget)		

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

2nd Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee
February 21, 2019

Attendance PRESENT: R. Hussain (Chair), F. Cassar, Z. Hashmi, S. Lewkowitz, M. Mlotha, L. Osbourne, I. Silver and P. Shack (Secretary)

REGRETS: M. Prefontaine and S. Sharma

ALSO PRESENT: F. Andrighetti, K. Husain, B. Sreng, A. Thorne and T. Wall

The meeting was called to order at 12:05 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Opening Ceremonies

2.1 Acknowledgement of Indigenous Lands

That it BE NOTED that the meeting was opened with an Acknowledgement of Indigenous Lands by R. Hussain.

2.2 Traditional Opening

That it BE NOTED that no Traditional Opening was received.

3. Scheduled Items

None.

4. Consent

4.1 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on January 17, 2019, was received.

5. Sub-Committees and Working Groups

5.1 Education and Awareness, Policy and Planning Sub-Committee

That it BE NOTED that no report was received from the Education and Awareness, Policy and Planning Sub-Committee.

5.2 Awards and Recognition Sub-Committee

That it BE NOTED that no report was received from the Awards and Recognition Sub-Committee.

6. Items for Discussion

6.1 CDIS: Year One Progress

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) held a general discussion with respect to the Community Diversity and Inclusion Strategy (CDIS)-Year One Progress; it being noted that DIAAC suggested that all Employee Associations at the City of London be apprised of the CDIS, and be encouraged to participate.

7. Deferred Matters/Additional Business

None.

8. Adjournment

The meeting adjourned at 1:41 PM.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 19, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	2019-2022 SERVICE ACCOUNTABILITY AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF LONDON (DEARNESS HOME) AND THE SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (LHIN)

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law as Appendix A **BE INTRODUCED** at the Municipal Council meeting on March 26, 2019 to:

- a) **APPROVE** the Long Term Care Home Service Accountability Agreement for the period April 1, 2019 to March 31, 2022, attached as Schedule 1 with the South West Local Health Integration Network (LHIN): and
- b) **AUTHORIZE** the Mayor and the City Clerk to execute the agreement approved in (a) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- 2018-2019 Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, March 27, 2018)
- 2016-2019 Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (March 26, 2016)
- 2016-2019 Long Term Care Home Accountability Planning Submission (LAPS) (January 26, 2016)
- 2013-2016 Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (March 18, 2013)
- 2013-2016 Long Term Care Home Accountability Planning Submission (LAPS) (December 3, 2012)

BACKGROUND

It is a requirement of the *Local Health System Integration Act*, 2006 that the Local Health Integration Network (LHIN) have a service accountability agreement (SAA) with each Health Service Provider (HSP) that it funds. The SAA for the long term care sector is called the Long Term Care Home Service Accountability Agreement (L-SAA). In March 2016, Council approved a three year L-SAA agreement with the LHIN, for the period from April 1, 2016 to March 31, 2019.

Consistent with previous versions of the L-SAA, the new 2019-2022 L-SAA (attached as Schedule 1) sets out the terms under which the LHIN will continue to provide funding to the City of London for the delivery of Long Term Care services at Dearness Home. It also confirms the reporting, performance, planning and health system integration obligations that the City must adhere to in order to received funding. The existing 2018-2019 L-SAA will be replaced by the new 2019-2022 L-SAA, once it is approved and executed by Council.

The 2019-2022 L-SAA includes some amendments. “Article 7.5 – Factors Beyond the HSPs (The City of London’s) Control” is related to Performance and recognizes that external influences, such as legislative changes, health care provision, available health care resources or catastrophic events, may require collaboration with the LHIN to produce a response plan, and that in such circumstances a failure to meet an obligation will not be considered a breach of the Agreement. The revised L-SAA also specifies how the HSP (City of London) must recognize LHIN funding in publications, including the Dearness Home website.

On February 27, 2019 the Managing Director, Housing, Social Services and Deerness Home submitted the statement of intent to sign and informed the LHIN that the L-SAA will be presented to Council for approval at its meeting on March 26, 2019.

PREPARED BY:	RECOMMENDED BY:
LESLIE HANCOCK DEARNESS HOME ADMINISTRATOR	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

20

APPENDIX A

Bill No.
2019

By-law No.

A By-law to approve the Long-Term Care Home Service Accountability Agreement with the South West LHIN, and to authorize the Mayor and the City Clerk to execute the agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network (LHIN) under the *Local Health System Integration Act, 2006 (LHSI Act)*;

AND WHEREAS, pursuant to the *LHSI Act* a local health integration network is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to subsection 19(1) of the *LHSI Act*, a local health integration network may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part VIII of the *Long-Term Care Homes Act, 2007*, in respect of services that the service provider provides in or for the geographic area of the network;

AND WHEREAS, pursuant to subsection 19(2) of the *LHSI Act*, the funding that a LHIN provides under subsection 19(1) shall be on the terms and conditions that the network considers appropriate and in accordance with the funding that the network receives from the Minister of Health and Long-Term Care, the network's accountability agreement and any prescribed requirements;

AND WHEREAS section 20 of the *LHSI Act* provides that a LHIN and a health service provider that receives funding from the LHIN shall enter into a service accountability agreement;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Long-Term Care Home Service Accountability Agreement for the period April 1, 2019 to March 31, 2022 to be entered into with the South West Local Health Integration Network with respect to the Dearness Home attached as Schedule 1 to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

with

THE CORPORATION OF THE CITY OF LONDON

Effective Date: April 1, 2019

Index to Agreement

ARTICLE 1.0 – DEFINITIONS & INTERPRETATION	4
ARTICLE 2.0 – TERM AND NATURE OF THIS AGREEMENT	11
ARTICLE 3.0 – PROVISION OF SERVICES	11
ARTICLE 4.0 – FUNDING	15
ARTICLE 5.0 – ADJUSTMENT AND RECOVERY OF FUNDING	17
ARTICLE 6.0 – PLANNING & INTEGRATION	18
ARTICLE 7.0 – PERFORMANCE	24
ARTICLE 8.0 – REPORTING, ACCOUNTING AND REVIEW	24
ARTICLE 9.0 – ACKNOWLEDGEMENT OF LHIN SUPPORT	28
ARTICLE 10.0 – REPRESENTATIONS, WARRANTIES AND COVENANTS	29
ARTICLE 11.0 – LIMITATION OF LIABILITY, INDEMNITY & INSURANCE	31
ARTICLE 12.0 – TERMINATION	33
ARTICLE 13.0 – NOTICE	35
ARTICLE 14.0 – INTERPRETATION	36
ARTICLE 15.0 – ADDITIONAL PROVISIONS	37
ARTICLE 16.0 – ENTIRE AGREEMENT	38

Schedules

- A – Description of Home and Beds
- B – Additional Terms and Conditions Applicable to the Funding Model
- C – Reporting Requirements
- D – Performance
- E – Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, 2019

BETWEEN:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

(the "LHIN")

AND

THE CORPORATION OF THE CITY OF LONDON

(the "HSP")

IN RESPECT OF:

Dearness Home for Senior Citizens

located at

710 Southdale Road East, London ON N6E 1R8

Background

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* ("LHSIA"), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely "to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks".

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA, intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of

health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities including those described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN; in the provincial strategic plan for the health system; and, in the LHIN's Integrated Health Services Plan.

The LHIN recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The LHIN 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 LHIN 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 LHIN 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 LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN 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 Agreement" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement.

"Act" means the *Long-Term Care Homes Act, 2007* and the regulations made under it and they may be amended from time to time.

“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 LHIN, by the MOHLTC 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.

"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 (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. 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 MOHLTC 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.

"Digital Health" has the meaning ascribed to it in the Accountability Agreement, and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

"Director" has the same meaning ascribed to it in the Act.

"Effective Date" means April 1, 2019.

"Explanatory Indicator" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator.

"Factors Beyond the HSP's Control" include occurrences that are, in whole or in

part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, (Ontario) and the regulations made under it, as it and they may be amended from time to time.

"FLSA" means the *French Language Services Act* and the regulations made under it, as it and they may be amended from time to time.

"Funding" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

"Funding Year" means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

"Home" means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

"HSP's Personnel and Volunteers" means the Controlling Shareholders (if any),

directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

"Identified" means identified by the LHIN or the MOHLTC to provide French language services.

"Indemnified Parties" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.

"Interest Income" means interest earned on the Funding.

"LHIN Cluster" has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities.

"LHSIA" means the *Local Health System Integration Act, 2006* and the regulations under it, as it and they may be amended from time to time.

"Licence" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

"Mandate Letter" has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from the Minister to the LHIN establishing priorities in accordance with the Premier's mandate letter to the Minister.

"Minister" means the Minister of Health and Long-Term Care.

"MOHLTC" means the Minister or the Ministry of Health and Long-Term Care, as the context requires.

"Monitoring Indicator" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set.

"Notice" means any notice or other communication required to be provided pursuant to this Agreement, LHSIA or the Act.

"Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement.

"Performance Corridor" means the acceptable range of results around a Performance Target.

"Performance Factor" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the LHIN, whether by PICB or otherwise.

"Performance Indicator" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the LSAA 2016-19 Indicator Technical Specifications document.

"Performance Standard" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

"Performance Target" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

"person or entity" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted.

"PICB" means Performance Improvement and Compliance Branch of MOHLTC, or any other branch or organizational unit of MOHLTC that may succeed or replace it.

"Planning Submission" means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN.

"Policy Web Pages" means the web pages available at www.health.gov.on.ca/Isaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the LHIN or the MOHLTC may advise from time to time. Capital policies

can be found at http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html.

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program.

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement.

“Resident” has the meaning ascribed to it under the Act.

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP’s financial statements.

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Description of Home and Beds;

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

Schedule C: Reporting Requirements;

Schedule D: Performance; and

Schedule E: Form of Compliance Declaration.

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

1.2 Interpretation. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”,

as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 — TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2022 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 — PROVISION OF SERVICES

3.1 Provision of Services.

- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
 - (1) the terms of this Agreement;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Act and LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 Conflict of Interest. The HSP 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 HSP will disclose to the LHIN 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 LHIN to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

- (a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN, as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;

- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submission, plans for achieving Digital Health priority initiatives.

3.5 Mandate Letter. The LHIN will receive a Mandate Letter from the Minister annually. Each Mandate Letter articulates areas of focus for the LHIN, and the Minister's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

3.6.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work toward applying the principles of Active Offer in the provision of services;
- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.6.3 If Identified. If the HSP is Identified it will:

- (a) work toward applying the principles of Active Offer in the provision of services;

- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community; and,
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.6.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by Notice, require; and,
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

ARTICLE 4.0 — FUNDING

- 4.1 Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into

an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

- (a) The HSP will:
 - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (2) not use the Funding for compensation increases prohibited by Applicable Law;
 - (3) meet all obligations in the Schedules;
 - (4) fulfill all other obligations under this Agreement; and
 - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds,
 - (1) if the Minister or the Director so directs under the terms of the Act;
 - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
 - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.6 Procurement of Goods and Services.

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a 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. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.7 Disposition. Subject to Applicable Law and Applicable Policy, the HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 — ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

- (a) The LHIN may adjust the Funding in any of the following circumstances:
- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
 - (2) on a change to the Services;
 - (3) if required by either the Director or the Minister under the Act;
 - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
 - (5) as otherwise permitted by this Agreement.

- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the LHIN shall take into account the following principles:
 - (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
 - (2) the HSP should not gain from a breach of this Agreement;
 - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
 - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

- 5.5 Interest Rate.** The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 — PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least 60 Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN and may be required to incorporate
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

It will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the LHIN is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:

- (1) are targets only;
- (2) are provided solely for the purposes of planning;
- (3) are subject to confirmation; and
- (4) may be changed at the discretion of the LHIN.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least 6 months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place, and utilize, effective mechanisms for engaging families and patients to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.

- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration, or an integration of services, as defined in LHSIA between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
 - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of section 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which section 27 of LHSIA may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless

the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the MOHLTC and the LHIN at least 6 months' prior Notice. Such Notice shall include:
 - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

- (c) The LHIN may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the LHIN with:
 - (1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

6.6 In this Article 6, the terms “integrate”, “integration” and “services” have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

(a) “**service**” includes;

- (1) a service or program that is provided directly to people,
- (2) a service or program, other than a service or program described in clause (1), that supports a service or program described in that clause, or
- (3) a function that supports the operations of a person or entity that provides a service or program described in clause (1) or (2).

(b) “**integrate**” includes;

- (1) to co-ordinate services and interactions between different persons and entities,
- (2) to partner with another person or entity in providing services or in operating,
- (3) to transfer, merge or amalgamate services, operations, persons or entities,
- (4) to start or cease providing services,
- (5) to cease to operate or to dissolve or wind up the operations of a person or entity,

and “**integration**” has a similar meaning.

ARTICLE 7.0 — PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
- (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.

- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
 - (2) the conduct of a Review;
 - (3) an amendment of the HSP's obligations; and
 - (4) an in-year, or year end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the LHIN, acting

reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

- (a) the LHIN will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
- (b) the LHIN will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 — REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports other than personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement or LHSIA or for the purposes that are prescribed under any Applicable Law;
 - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
 - (3) will fulfil the specific reporting requirements set out in Schedule C;
 - (4) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
 - (5) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **RAI MDS.** Without limiting the foregoing, the HSP:
 - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
 - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
 - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
 - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Health Quality Ontario.** The HSP will submit a Quality Improvement Plan to the Ontario Health Quality Council operating as Health Quality Ontario that is aligned with this Agreement and supports local health system priorities.
- (e) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (f) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended by the LHIN from time to time through the term of this Agreement.
- (g) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete,

or are inaccurate where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00), and;
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will:

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 — ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "*Publication*" means: an

annual report; a strategic plan; a material publication on a consultation about a possible integration; a material publication on community engagement; and, a material report to the community that the HSP develops and makes available to the public in electronic or hard copy.

9.2 Acknowledgment of Funding Support.

- (a) The following statement will be included on the HSP's website, on all Publications and, upon request of the LHIN, on any other publication of the HSP relating to a HSP initiative:

"The [Insert name of HSP] receives funding from [Insert name of LHIN] Local Health Integration Network. The opinions expressed in this publication do not necessarily represent the views of [Insert name of LHIN] Local Health Integration Network."

- (b) Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For the LHIN, this includes any insignia or logo of Her Majesty the Queen in right of Ontario.

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and

- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

10.2 Execution of Agreement. The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and LHSIA;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that it:
 - (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
 - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
 - (3) will enforce the HSP's rights under the Performance Agreement.

10.4 Funding, Services and Reporting. The HSP represents, warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report, and any material change to a Report will be communicated to the LHIN immediately.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 — LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 11.2 Same.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 11.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon,

occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the HSP would maintain including, but not limited to, the following at its own expense.
 - (1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
 - A. The Indemnified Parties as additional insureds,
 - B. Contractual Liability,
 - C. Cross-Liability,
 - D. Products and Completed Operations Liability,
 - E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage,
 - F. Tenants Legal Liability (for premises/building leases only),
 - G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
 - H. A 30 Day written notice of cancellation, termination or material change.
 - (2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and

will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
 - (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
 - (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 – TERMINATION

12.1 Termination by the LHIN.

- (a) **Immediate Termination.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
 - (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
 - (2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (3) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
 - (4) the Home has been closed in accordance with the Act; or

(5) as provided for in section 4.5, the LHIN does not receive the necessary funding from the MOHLTC.

(b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the LHIN will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

(c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the LHIN may terminate this Agreement:

- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
- (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and

the LHIN may then terminate this Agreement in accordance with the Notice.

12.2 Termination of Services by the HSP.

- (a) Except as provided in section 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.

- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.
- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

12.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services; and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 12.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

12.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0 — NOTICE

13.1 Notice. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the LHIN:

South West Local Health Integration Network

356 Oxford Street West, London ON N6H 1T3

Attention: Renato Discenza, Interim Chief Executive Officer

Fax: 519-657-7345

Email: renato.discenza@lhins.on.ca

To the HSP:

Dearness Home for Senior Citizens

710 Southdale Road East, London ON N6E 1R8

Attention: Sandra Datars Bere, Managing Dir. Housing, Social Svcs & Dearness

Fax: N/A

Email: sdatarsb@london.ca

- 13.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 — INTERPRETATION

- 14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.

14.3 Determinations by the Director. All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.

14.4 The Act. For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 15.0 — ADDITIONAL PROVISIONS

15.1 Currency. All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.

15.2 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

15.3 Terms and Conditions on Any Consent. Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.

15.4 Waiver. A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

15.5 Parties Independent. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

15.6 LHIN is an Agent of the Crown. The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or

contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

- 15.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and LHSIA, nor the right to exercise its rights under these statutes at any time.
- 15.8 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 15.9 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 15.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 10.4, 10.5 and 12.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 15.11 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 15.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 15.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 16.0 — ENTIRE AGREEMENT

- 16.1 Entire Agreement.** This Agreement together with the appended Schedules

constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The parties have executed this Agreement on the dates set out below.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By:

DATE

Andrew Chunilall, Acting Board Chair

And by:

DATE

Renato Discenza, Interim Chief Executive Officer

THE CORPORATION OF THE CITY OF LONDON Dearness Home for Senior Citizens

By:

DATE

Ed Holder, Mayor

I have authority to bind the HSP

And by:

DATE

Catharine Saunders, City Clerk

I have authority to bind the HSP

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	The Corporation of the City of London		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Dearness Home		
LTCH Master Number (e.g. NH9898)	H11483		
Address	710 Southdale Rd East		
City	London , Ontario	Postal Code	N6E 1R8
Accreditation organization	CARF		
Date of Last Accreditation (Award Date – e.g. May 31, 2019)	June 24,2016	Year(s) Awarded (e.g. 3 years)	3 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.2 Licenced or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)	243					Municipal Home Bed approval from June 1 st 2010	Note: Each individual licence should be on a separate row. Please add additional rows as required.
TOTAL BEDS (1)	243						Add total of all beds (A,B,C, UpD, New)
Please include information specific to the following types of licenses on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							Note: Each individual licence should be on a separate row. Please add additional rows as required.
2. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Temporary							
Temporary Emergency							
Short-Term Authorization							
TOTAL BEDS (2)							Add total of all beds
TOTAL # OF ALL LICENSED BEDS (1) + (2)	243						Add total # of all licenced beds captured under (1) and (2) above
Usage Type	Total # of Beds					Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Long Stay Beds (not including beds below)	241						Input number of regular long stay beds
Convalescent Care Beds							
Respite Beds	2					Dec 31, 2019	Approved annually
ELDCAP Beds							
Interim Beds							

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.2 Licenced or Approved Beds & Classification / Bed Type

Veterans' Priority Access beds			
Beds in Abeyance (BIA)			<u>Expiry date represents the end date of the BIA Agreement</u>
Designated specialized unit beds			
Other beds *			
Total # of all Bed Types (3)	243		Add total number of beds by usage type

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

Schedule A - 2019-2022 Description of Home and Services

LTCH Name: Dearness Home

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	243	x 1	243
Number of rooms with 2 beds		x 2	
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	243	Total Number of Beds*	243

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2004
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 2) 3) 4)

Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
9 Units	27 beds each unit
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	243

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"Allowable Subsidy" refers to Allowable Subsidy as defined in s. 3 of Reg. 264/07 under LHSIA.

"Construction Funding Subsidy" or "CFS" means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

"CFS Commitments" means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the LHIN on June 30, 2010, and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"Envelope" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

"Estimated Provincial Subsidy" means the estimated provincial subsidy to be provided by a LHIN to an HSP calculated in accordance with Applicable Law and Applicable Policy.

"Reconciliation Report" refers to the Reconciliation Report as referenced in s. 3 of Reg 264/07 under LHSIA.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC

in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates ¹
2019 – Jan 01-19 to Sept 30-19	By October 15, 2019
2020 – Jan 01-20 to Sept 30-20	By October 15, 2020
2021 – Jan 01-21 to Sept 30-21	By October 15, 2021
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates ¹
2019 – Jan 01-19 to Dec 31-19	By September 30, 2020
2020 – Jan 01-20 to Dec 31-20	By September 30, 2021
2021 – Jan 01-21 to Dec 31-21	By September 30, 2022
3. French Language Services Report	
Fiscal Year	Due Dates
2019-20 – Apr 01-19 to March 31-20	April 30, 2020
2020-21 – Apr 01-20 to March 31-21	April 30, 2021
2021-22 – Apr 01-21 to March 31-22	April 30, 2022
4. OHRS/MIS Trial Balance Submission	
2018-2019	Due Dates (Must pass 3c Edits)
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year)	January 31, 2019 – Optional Submission
Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	
Q4 – Apr 01-18 to March 31-19 (Fiscal Year)	May 31, 2019
Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	
2019-2020	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-19 to Sept 30-19 (Fiscal Year)	October 31, 2019
Q2 – Jan 01-19 to June 20-19 (Calendar Year)	
Q3 – Apr 01-19 to Dec 31-19 (Fiscal Year)	January 31, 2020 – Optional Submission
Q3 – Jan 01-19 to Sep 30-19 (Calendar Year)	
Q4 – Apr 01-19 to March 31-20 (Fiscal Year)	May 31, 2020
Q4 – Jan 01-19 to Dec 31-19 (Calendar Year)	
2020-2021	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-20 to Sept 30-20 (Fiscal Year)	October 31, 2020
Q2 – Jan 01-20 to June 20-20 (Calendar Year)	
Q3 – Apr 01-20 to Dec 31-20 (Fiscal Year)	January 31, 2021 – Optional Submission
Q3 – Jan 01-20 to Sep 30-20 (Calendar Year)	
Q4 – Apr 01-20 to March 31-21 (Fiscal Year)	May 31, 2021
Q4 – Jan 01-20 to Dec 31-20 (Calendar Year)	
2021-2022	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-21 to Sept 30-21 (Fiscal Year)	October 31, 2021
Q2 – Jan 01-21 to June 20-21 (Calendar Year)	
Q3 – Apr 01-21 to Dec 31-21 (Fiscal Year)	January 31, 2022 – Optional Submission
Q3 – Jan 01-21 to Sep 30-21 (Calendar Year)	
Q4 – Apr 01-21 to March 31-22 (Fiscal Year)	May 31, 2022
Q4 – Jan 01-21 to Dec 31-21 (Calendar Year)	
5. Compliance Declaration	

¹ These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Funding Year	Due Dates
January 1, 2019 – December 31, 2019	March 1, 2020
January 1, 2020 – December 31, 2020	March 1, 2021
January 1, 2021 – December 31, 2021	March 1, 2022

Schedule C – Reporting Requirements Cont'd

6. Continuing Care Reporting System (CCRS)/RAI MDS

Reporting Period	Estimated Final Due Dates¹
2018-2019 Q4	May 31, 2019
2019-2020 Q1	August 31, 2019
2019-2020 Q2	November 30, 2019
2019-2020 Q3	February 29, 2020
2019-2020 Q4	May 31, 2020
2020-2021 Q1	August 31, 2020
2020-2021 Q2	November 30, 2020
2020-2021 Q3	February 28, 2021
2020-2021 Q4	May 31, 2021
2021-2022 Q1	August 31, 2021
2021-2022 Q2	November 30, 2021
2021-2022 Q3	February 28, 2022
2021-2022 Q4	May 31, 2022

7. Staffing Report

Reporting Period	Estimated Due Dates¹
January 1, 2019 – December 31, 2019	July 3, 2020
January 1, 2020 – December 31, 2020	July 2, 2021
January 1, 2021 – December 31, 2021	July 1, 2022

8. Quality Improvement Plan

(submitted to Health Quality Ontario (HQO))

Planning Period	Due Dates
April 1, 2019 – March 31, 2020	April 1, 2019
April 1, 2020 – March 31, 2021	April 1, 2020
April 1, 2021 – March 31, 2022	April 1, 2021

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:
n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2019/20	
		Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from LHIN Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

Schedule D – Performance

2.0 LHIN-Specific Performance Obligations

The number of visits to the emergency department (ED) made by residents of long-term care homes (LTCH) per 100 LTCH residents.

Facility	Baseline	Target (12% Improvement)	Corridor (10% Improvement)
Deerness Home	9.5%	8.37%	8.56%

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: January 1, 2019 – December 31, 2019 (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2019.

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 19, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	2019-2022 MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF LONDON (DEARNESS HOME) AND THE SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (LHIN)

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law Appendix A **BE INTRODUCED** at the Municipal Council meeting on March 26, 2019 to:

- a) **APPROVE** the Multi-Sector Service Accountability Agreement (M-SAA) attached as Schedule 1 for the period April 1, 2019 to March 31, 2022 with the South West Local Health Integration Network (LHIN): and
- b) **AUTHORIZE** the Mayor and the City Clerk to execute the agreement approved in (a) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Funding Changes 2018-2019 Multi-Sector Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, January 22, 2019)
- 2018-2019 Multi- Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, March 27, 2018)
- 2014-2017 Multi- Service Accountability Agreement between the Corporation of the City of London (Dearness Home) and the South West Local Health Integration Network (LHIN) (CPSC, April 7, 2014)

BACKGROUND

It is a requirement of the *Local Health System Integration Act*, 2006 that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) with each Health Service Provider that it funds. The SAA for the community service sector is called the Multi-Sector Service Accountability Agreement (M-SAA). In April 2014, Council approved a three year M-SAA agreement with the LHIN for the provision of funding and service oversight of the Adult Day Program at the Dearness Home, from April 1, 2014 to March 31, 2017. A subsequent amending M-SAA agreement was executed in March 2017 by the Managing Director, Housing, Social Services and Dearness Home, as sanctioned by

the delegated authority for contract amendments provided previously by by-law. In March 2018 Council approved a further M-SAA for the period April 1st 2018 to March 31st 2019.

On January 29, 2019 City Council approved a service level increase of two spaces per day at the Dearness Home Adult Day Program, for a total of 10 additional spaces per week, which allowed the program to grow from 30 spaces daily to 32. Council also requested that the Managing Director, Housing, Social Services and Dearness Home explore future opportunities with the Ministry of Health and Long Term Care and LHIN to further address the growing Adult Day Program needs in the community.

Consistent with previous versions of the M-SAA, the 2019-2022 M-SAA, attached as Schedule 1, sets out the terms under which the LHIN will provide funding to the City for the delivery of the Adult Day Program services at Dearness Home. It also confirms the planning, reporting, performance, obligations that the City must adhere to in order to receive funding. The existing 2018-2019 Amended M-SAA will be replaced by the new 2019-2022 M-SAA, once it is approved and executed.

Both the 2019-2022 Agreement and the previous Agreement contain an indemnity clause (11.3) which is a standard clause that is non-negotiable. This exposes the Corporation to liability. The advice from Risk Management is that the benefits of this agreement outweigh the associated risks.

Schedules D1, D2a, D2d and D3c outline the City's performance targets and requirements for service provision. Section 1.1 of the proposed agreement identifies the "Board" for a municipal service provider as the "Committee of Management". As Council, and not the Dearness Home Committee of Management, has oversight authority over the Adult Day Program, Civic Administration requested an amendment to the M-SAA. The South West LHIN advised that amendments could not be made to the provincially approved M-SAA legal template agreement, but the LHIN did agree to an addition to "Schedule D3c Local indicators" in the agreement, which now reads *"Language Amendment: Despite section 1.1, for purposes of this Agreement, "Board" means the municipal council of the HSP"*. Civic Administration has reviewed this amendment and have determined it addresses the issue.

In the 2019-2022 M-SAA "Article 3.1(e) – Provision of Services" includes new language that obliges the City to not "withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the Healthcare Service Provider (HSP) (The City of London) has made alternate arrangements for equivalent services to be delivered to that patient." Although new, this stipulation is in accordance with the pre-existing practices followed by the City and will not impact our services.

Also new in the 2019-2022 M-SAA Agreement, "Article 7.5 – Factors Beyond the HSPs (The City of London's) Control" is related to Performance and recognizes that external influences, such as legislative changes, health care provision, available health care resources or catastrophic events, may require collaboration with the LHIN to produce a response plan, and that in such circumstances a failure to meet an obligation will not be considered a breach of the Agreement.

The 2019-2022 M-SAA also has "Article 12.7 – Expiry of the Agreement" which requires 6 months of notice and a transition plan to other service providers that is agreed by the LHIN, should the City decide to end the Agreement in March 2022. Should such a notice period not be provided by the City "Article 12.8 – Failure to Provide Notice of Expiry" requires services to continue until new provision is secured and a transition plan is ready.

The proposed new M-SAA attached as schedule 1 was released by the LHIN on February 21, 2019 with a request that the Health Service Partner (HSP) (The City of London) return the Board-approved and signed copy of the Agreement by March 8, 2019. If the HSP was unable to meet the deadline, there was a requirement to provide the LHIN with a statement of intent, confirming that an approved M-SAA would be forwarded to the LHIN after Council approval. On February 27, 2019 the Managing Director, Housing, Social Services and Dearness Home submitted the statement of intent to sign and informed the LHIN that the M-SAA will be presented to Council for approval at its meeting on March 26, 2019.

Civic Administration including representatives from Legal Services and Risk Management have reviewed the proposed agreement.

PREPARED BY:	RECOMMENDED BY:
LESLIE HANCOCK DEARNESS HOME ADMINISTRATOR	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

cc: K. Murray, Senior Financial Business Administrator
J. Brown, Financial Business Administrator
L. Marshall, Solicitor II
J. Wills, Manager, Risk Management

APPENDIX A

Bill No.
2019

By-law No.

A By-law to approve the 2019-2022 Multi- Sector Service Accountability Agreement between The Corporation of the City of London and the South West Local Health Integration Network, for funding for the Adult Day Program; and to authorize the Mayor and the City Clerk to execute such agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network under the *Local Health System Integration Act, 2006*;

AND WHEREAS a Local Health Integration network, established under the Local Health System Integration Act, 2006, may provide funding to a health service provider, defined to include a municipality maintaining a long-term care home, in respect of services that the service provider provides in or for the geographic area of the network;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The 2019-2022 Multi-Sector Accountability Agreement (M-SAA) to be entered into between The Corporation of the City of London and the South West Local Health Integration Network, for the provision of funding with respect to the Adult Day Program, attached as Schedule "1" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved in section 1 above.
3. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

with

THE CORPORATION OF THE CITY OF LONDON

Effective date: April 1, 2019

Index to Agreement

ARTICLE 1.0 – DEFINITIONS & INTERPRETATION	3
ARTICLE 2.0 – TERM AND NATURE OF THIS AGREEMENT	11
ARTICLE 3.0 – PROVISION OF SERVICES	11
ARTICLE 4.0 – FUNDING	15
ARTICLE 5.0 – REPAYMENT AND RECOVERY OF FUNDING	18
ARTICLE 6.0 – PLANNING & INTEGRATION	20
ARTICLE 7.0 – PERFORMANCE	23
ARTICLE 8.0 – REPORTING, ACCOUNTING AND REVIEW	25
ARTICLE 9.0 – ACKNOWLEDGEMENT OF LHIN SUPPORT	28
ARTICLE 10.0 – REPRESENTATIONS, WARRANTIES AND COVENANTS	29
ARTICLE 11.0 – LIMITATION OF LIABILITY, INDEMNITY & INSURANCE	31
ARTICLE 12.0 – TERMINATION AND EXPIRY OF AGREEMENT	33
ARTICLE 13.0 – NOTICE	36
ARTICLE 14.0 – ADDITIONAL PROVISIONS	37
ARTICLE 15.0 – ENTIRE AGREEMENT	39

Schedules

- A – Total LHIN Funding
- B – Reports
- C – Directives, Guidelines and Policies
- D – Performance
- E – Project Funding Agreement Template
- F – Declaration of Compliance

THIS AGREEMENT effective as of the 1st day of April, 2019

Between:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

(the "LHIN")

AND

THE CORPORATION OF THE CITY OF LONDON

(the "HSP")

Background

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act, 2006* ("LHSIA"), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely "to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks".

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA, intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities including those described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN; in the provincial strategic plan for the health system; and, in the LHIN's Integrated Health Services Plan.

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

In consideration of their respective agreements set out below, the LHIN 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 Agreement" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement;

"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 Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

"Applicable Law" means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws 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 rules, policies, directives, standards of practice or Program Parameters issued or adopted by the LHIN, the MOHLTC or 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 other documents identified in Schedule C;

"Board" means:

- (a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the LHIN and is:
 - (1) a corporation, the board of directors;
 - (2) a First Nation, the band council; and
 - (3) a municipality, the municipal council;
 and,
- (b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and may be:
 - (1) a corporation, the board of directors;
 - (2) a First Nation, the band council;
 - (3) a municipality, the committee of management;
 - (4) 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;

"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;

"Budget" means the budget approved by the LHIN and appended to this Agreement in Schedule A;

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"Chair" means, if the HSP is:

- (a) a corporation, the Chair of the Board;
- (b) a First Nation, the Chief; and
- (c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

"Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule F;

"Confidential Information" means information that is: (1) marked or otherwise identified as confidential by the disclosing party at the time the information is provided

to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. 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;

"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;

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

"Digital Health" has the meaning ascribed to it in the Accountability Agreement and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

"Effective Date" means April 1, 2019;

"Explanatory Indicator" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator;

"Factors Beyond the HSP's Control" include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under it as it and they may be amended from time to time;

"FLSA" means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

"Funding" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

"Funding Year" means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

"Health System Funding Reform" has the meaning ascribed to it in the Accountability Agreement, and is a funding strategy that features quality-based funding to facilitate fiscal sustainability through high quality, evidence-based and patient-centred care;

"HSP's Personnel and Volunteers" means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

"Identified" means identified by the LHIN or the MOHLTC to provide French language services;

"Indemnified Parties" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her Majesty the Queen in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review;

"Interest Income" means interest earned on the Funding;

"LHIN Cluster" has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities;

"LHSIA" means the *Local Health System Integration Act, 2006*, and the regulations made under it, as it and they may be amended from time to time;

"Mandate Letter" has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from MOHLTC to the LHIN establishing priorities in accordance with the Premier's mandate letter to MOHLTC;

"Minister" means the Minister of Health and Long-Term Care;

"MOHLTC" means the Minister or the Ministry of Health and Long-Term Care, as the context requires;

"Monitoring Indicator" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;

"MSAA Indicator Technical Specifications document" means, as the context requires, either or both of the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Indicator Technical Specifications November 5, 2018 Version 1.3" and the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Target and Corridor-Setting Guidelines" as they may be amended or replaced from time to time;

"Notice" means any notice or other communication required to be provided pursuant to this Agreement or LHSIA;

"Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP's annual quality improvement plan under the *Excellent Care for All Act, 2010*;

"Performance Corridor" means the acceptable range of results around a Performance Target;

"Performance Factor" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement;

"Performance Indicator" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

"Performance Standard" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

"Performance Target" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

"person or entity" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

"Planning Submission" or **"CAPS"** or **"Community Accountability Planning Submission"** means the HSP Board approved planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN;

"Program Parameter" means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

"Project Funding Agreement" means an agreement in the form of Schedule D that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

"Reports" means the reports described in Schedule B as well as any other reports or information required to be provided under LHSIA or this Agreement;

"Review" means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP's financial statements;

"Schedule" means any one, and **"Schedules"** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Total LHIN Funding;

Schedule B: Reports;

Schedule C: Directives, Guidelines and Policies;

Schedule D: Performance;

Schedule E: Project Funding Agreement Template; and

Schedule F: Declaration of Compliance.

"Service Plan" means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

"Services" means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

"Service Volume" means a measure of Services for which a Performance Target is set;

"Transition Plan" means a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

"2014-18 MSAA" means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation", as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

- 1.3 MSAA Indicator Technical Specification Document.** This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

ARTICLE 2.0 — TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on March 31, 2022 unless terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.

ARTICLE 3.0 — PROVISION OF SERVICES

- 3.1 Provision of Services.**

- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
 - (1) the terms of this Agreement, including the Service Plan;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.
- (e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.
- (d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.

3.3 Conflict of Interest. The HSP 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 HSP will disclose to the LHIN 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 LHIN to resolve any Conflict of Interest.

3.4 Digital Health. The HSP agrees to:

- (a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

3.5 French Language Services.

3.5.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.5.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work towards applying the principles of Active Offer in the provision of services;
- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.5.3 If Identified. If the HSP is Identified it will:

- (a) work towards applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community; and
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.5.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by Notice, require; and
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

3.6 Mandate Letter language. The LHIN will receive a Mandate Letter from MOHLTC annually. Each Mandate Letter articulates areas of focus for the LHIN, and MOHLTC's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.

3.7 Policies, Guidelines, Directives and Standards. Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

ARTICLE 4.0 — FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:

- (a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and
- (b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and
- (e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

4.3 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.4 Additional Funding.

- (a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.
- (c) **Funding Increases.** Before the LHIN can make an allocation of additional funds to the HSP, the parties will:
 - (1) agree on the amount of the increase;
 - (2) agree on any terms and conditions that will apply to the increase; and

- (3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 Conditions of Funding.

- (a) The HSP will:
 - (1) fulfill all obligations in this Agreement;
 - (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (3) spend the Funding only in accordance with the Service Plan; and
 - (4) plan for and achieve an Annual Balanced Budget.
- (b) The LHIN may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.
- (c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement.

4.6 Interest.

- (a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the LHIN may take one or more of the following actions:
 - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;
 - (2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure; and
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

4.8 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a 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. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

- 4.9 Disposition.** The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 — REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement and subject to section 12.4, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used

for purposes not permitted by this Agreement. The LHIN will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.

- (c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the LHIN will require the repayment of the excess Funding.
- (d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may take one or more of the following actions:
 - (1) adjust the Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the LHIN may take one or more of the following actions:
 - (1) adjust the amount of Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the LHIN.** The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
 - (1) has provided false information to the LHIN knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has

occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 Process for Recovery of Funding. If the LHIN, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the LHIN will give 30 Days' Notice to the HSP.

The Notice will describe:

- (a) the amount of the proposed recovery;
- (b) the term of the recovery, if not permanent;
- (c) the proposed timing of the recovery;
- (d) the reasons for the recovery; and
- (e) the amendments, if any, that the LHIN proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the LHIN about the matters set out in the Notice within 14 Days of receiving the Notice.

The LHIN will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out in the LHIN's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

5.4 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within 7 years of the provision of the

funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

5.5 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

- 5.6 Interest Rate.** The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 — PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least 60 Days' Notice to the HSP of the date by which a CAPS must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and may be required to incorporate:
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

It will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

- (c) **Multi-year Planning Targets.** Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,

(1) the HSP acknowledges that if it is provided with planning targets, these targets:

- a. are targets only,
- b. are provided solely for the purposes of planning,
- c. are subject to confirmation, and
- d. may be changed at the discretion of the LHIN in consultation with the HSP.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and

(2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration or an integration of services, as defined in LHSIA between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
 - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

6.5 Definitions. In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

ARTICLE 7.0 — PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement.

They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
 - (2) the conduct of a Review;

- (3) an amendment of the HSP's obligations;
- (4) an in-year, or year-end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the LHIN, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

- (a) the LHIN will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
- (b) the LHIN will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 — REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than

personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, LHSIA or for the purposes that are prescribed under any Applicable Law;

- (2) will fulfil the specific reporting requirements set out in Schedule B;
- (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
- (4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **Declaration of Compliance.** Within 90 Days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the LHIN from time to time through the term of this Agreement.
- (e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:
 - (1) its CAPS is received after the due date;
 - (2) its CAPS is incomplete;
 - (3) the quarterly performance reports are not provided when due; or
 - (4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under LHSIA or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, LHSIA, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 — ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public,

regardless of whether the material is provided electronically or in hard copy. Examples include a website, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
 - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and
 - (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and

- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

10.2 Execution of Agreement. The HSP represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with LHSIA;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that:
 - (1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;
 - (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;

- (3) it will enforce the HSP's rights under the Performance Agreement; and
- (4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

10.4 Funding, Services and Reporting. The HSP represents warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 — LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 Limitation of Liability. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

11.2 Ibid. For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not

contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

11.3 Indemnification. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
 - (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
 - a. The Indemnified Parties as additional insureds;
 - b. Contractual Liability;
 - c. Cross-Liability;
 - d. Products and Completed Operations Liability;

- e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
- f. Tenants Legal Liability; (for premises/building leases only);
- g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
- h. A 30-Day written notice of cancellation, termination or material change.

(2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 — TERMINATION AND EXPIRY OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the LHIN:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued all or part of the Services; or
 - d. it is not reasonable for the HSP to continue to provide all or part of the Services;
 - (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
 - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;
 - (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of

- Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
- (7) a Conflict of Interest that cannot be resolved.

- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:
 - (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
 - (2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN may terminate this Agreement:
 - (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.

(b) **Failure to Remedy.** If the LHIN has provided the HSP with an opportunity to remedy the breach, and:

- (1) the HSP does not remedy the breach within the time period specified in the Notice;
- (2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
- (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,

then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.

12.4 Consequences of Termination. If this Agreement is terminated pursuant to this Article, the LHIN may:

- (a) cancel all further Funding instalments;
- (b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
- (c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and
- (d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).

12.5 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.6 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

12.7 Expiry of Agreement. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN, along with a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the

expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.

- 12.8 Failure to Provide Notice of Expiry.** If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this Agreement for so long as the LHIN may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 13.0 — NOTICE

- 13.1 Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the LHIN:

South West Local Health Integration Network

356 Oxford Street West, London ON N6H 1T3

Attention: Renato Discenza, Interim Chief Executive Officer

Fax: 519-657-7345

Email: renato.discenza@lhins.on.ca

To the HSP:

The Corporation of the City of London

710 Southdale Road East, London, ON N6E 1R8

Attention: Sandra Datars Bere, Managing Dir. Housing, Social Svcs & Dearness

Fax: N/A

Email: sdatarsb@london.ca

- 13.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 — ADDITIONAL PROVISIONS

- 14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.4 Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- 14.5 LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this

Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

- 14.6 Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including LHSIA, nor the right to exercise its rights under these statutes at any time.
- 14.7 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.8 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.9 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.10 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.11 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15.0 — ENTIRE AGREEMENT

- 15.1 Entire Agreement.** This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that

where the LHIN has provided Funding to the HSP pursuant to an amendment to the 2014-2018 MSAA, the 2018 Multi-Sector Accountability Agreement, or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions

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of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

The parties have executed this Agreement on the dates set out below.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By:

DATE

Andrew Chunilall, Acting Board Chair

And by:

DATE

Renato Discenza, Interim Chief Executive Officer

THE CORPORATION OF THE CITY OF LONDON

Dearness Home for Senior Citizens

By:

DATE

Ed Holder, Mayor

I have authority to bind the HSP

And by:

DATE

Catharine Saunders, City Clerk

I have authority to bind the HSP

Schedule A: Total LHIN Funding
2019-2020

Health Service Provider: The Corporation of the City of London

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHRS VERSION 10.2	2019-2020 Plan Target
REVENUE			
LHIN Global Base Allocation	1	F 11006	\$479,434
MOHLTC Base Allocation	4	F 11010	\$0
MOHLTC Other funding envelopes	5	F 11014	\$0
LHIN One Time	6	F 11008	\$0
MOHLTC One Time	7	F 11012	\$0
Paymaster Flow Through	8	F 11019	\$0
Service Recipient Revenue	9	F 11050 to 11090	\$147,711
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$627,145
Recoveries from External/Internal Sources	11	F 120*	\$0
Donations	12	F 140*	\$0
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$0
TOTAL REVENUE FUND TYPE 2	15	Sum of Rows 10 and 14	\$627,145
EXPENSES			
Compensation			
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$286,078
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$87,882
Employee Future Benefit Compensation	19	F 305*	\$0
Physician Compensation	20	F 390*	\$0
Physician Assistant Compensation	21	F 390*	\$0
Nurse Practitioner Compensation	22	F 380*	\$0
Physiotherapist Compensation (Row 128)	23	F 350*	\$0
Chiropractor Compensation (Row 129)	24	F 390*	\$0
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	\$0
Sessional Fees	26	F 39092	\$0
Service Costs			
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	\$0
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$123,898
Community One Time Expense	29	F 69596	\$0
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	\$0
Amortization on Major Equip. Software License & Fees	31	F 750*, 780*	\$0
Contracted Out Expense	32	F 8*	\$54,288
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$75,000
Building Amortization	34	F 9*	\$0
TOTAL EXPENSES FUND TYPE 2	35	Sum of Rows 17 to 34	\$627,145
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	\$0
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$0
SURPLUS/(DEFICIT) Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	\$0
FUND TYPE 3 - OTHER			
Total Revenue (Type 3)	39	F 1*	\$0
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
NET SURPLUS/(DEFICIT) FUND TYPE 3	41	Row 39 minus Row 40	\$0
FUND TYPE 1 - HOSPITAL			
Total Revenue (Type 1)	42	F 1*	\$0
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
NET SURPLUS/(DEFICIT) FUND TYPE 1	44	Row 42 minus Row 43	\$0
ALL FUND TYPES			
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$627,145
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$627,145
NET SURPLUS/(DEFICIT) ALL FUND TYPES	47	Row 45 minus Row 46	\$0
Total Admin Expenses Allocated to the TPBEs			
Undistributed Accounting Centres	48	F 72 7*, F 72 8*, F 72 9*, F 82*	\$0
Plant Operations	49	F 72 1 5*, F 72 1 6*	\$0
Volunteer Services	50	F 72 1 40*	\$0
Information Systems Support	51	F 72 1 25*	\$0
General Administration	52	F 72 1 10*	\$98,146
Other Administrative Expenses	53	F 72 1 12*, F 72 1 15*, F 72 1 20*, F 72 1 22*, F 72 1 3*, F 72 1 45*, F 72 1 7*, F 72 1 8*, F 72 1 9*	\$0
Admin & Support Services	54	Sum of Rows 49-53	\$98,146
Management Clinical Services	55	F 72 5 05	\$0
Medical Resources	56	F 72 5 07	\$0
Total Admin & Undistributed Expenses	57	Sum of Rows 48, 54, 55-56 (Included in Fund Type 2 expenses above)	\$98,146

Schedule B: Reports

COMMUNITY SUPPORT SERVICES

2019-2020

Health Service Provider: The Corporation of the City of London

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "**". When a reporting due date falls on a weekend, the report will be due on the next business day.

OHRS/MIS Trial Balance Submission (through OHFS)*	
2019-2020	Due Date (Must pass 3c Edits)
2019-2020 Q2	October 31, 2019
2019-2020 Q3	January 31, 2020
2019-2020 Q4	May 31, 2020

Supplementary Reporting - Quarterly Report (through SRI)*	
2019-2020	Due Date
2019-2020 Q2	November 7, 2019
2019-2020 Q3	February 7, 2020
2019-2020 Q4	June 7, 2020

Annual Reconciliation Report (ARR) through SRI and paper copy submission*

(All HSPs must submit both paper copy of ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided, and soft copy to be provided through SRI)

Fiscal Year	Due Date
2019-2020	June 30, 2020

Schedule B: Reports

COMMUNITY SUPPORT SERVICES

2019-2020

Health Service Provider: The Corporation of the City of London

Board Approved Audited Financial Statements *

(All HSPs must submit a paper copy of Board Approved Audited Financial Statements, duly signed, to the Ministry and the respective LHIN where funding is provided.)

Fiscal Year	Due Date
2019-2020	June 30, 2020

Declaration of Compliance

Fiscal Year	Due Date
2019-2020	June 30, 2020

Community Support Services – Other Reporting Requirements

Requirement	Due Date
French Language Service Report	2019-2020 April 30, 2020

Community Engagement and Integration Activities Reporting

Fiscal Year	Due Date
2019-2020	June 30, 2020

SCHEDULE C – DIRECTIVES, GUIDELINES AND POLICIES COMMUNITY SUPPORT SERVICES

2019-2020

Health Service Provider: The Corporation of the City of London

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

• 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
• Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
• Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
• Broader Public Sector Perquisites Directive August 2011
• Broader Public Sector Procurement Directive July 2011
• Community Financial Policy, 2016
• Community Support Services Complaints Policy (2004)
• Guide to Requirements and Obligations Relating to French Language Health Services, November 2017
• Guideline for Community Health Service Providers Audits and Reviews, August 2012
• Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year
• Personal Support Services Wage Enhancement Directive, 2014
• Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
• Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
• Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012
• Screening of Personal Support Workers (2003)

Schedule D1: Core Indicators

2019-2020

Health Service Provider: The Corporation of the City of London

Performance Indicators	2019-2020 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	>=0
Proportion of Budget Spent on Administration	15.6%	<=18.8%
**Percentage Total Margin	0.00%	>= 0%
Service Activity by Functional Centre (Refer to Schedule D2a)		
Number of Individuals Served (by functional centre- Refer to Schedule D2a)		
Explanatory Indicators		
Cost per Unit Service (by Functional Centre)		
Cost per Individual Served (by Program/Service/Functional Centre)		
Client Experience		
Percentage of Alternate Level of Care (ALC) days (closed cases)		
* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget		
** No negative variance is accepted for Total Margin		

Schedule D2a: Clinical Activity- Detail
2019-2020

Health Service Provider: The Corporation of the City of London

OHRs Description & Functional Centre		2019-2020 Target	2019-2020 Performance Standard
* These values are provided for information purposes only. They are not Accountability Indicators.			
Administration and Support Services 72 1			
Full-time equivalents (FTE)	72 1	1.00	n/a
Total Cost for Functional Centre	72 1	\$98,146	n/a
CSS IH - Day Services 72 5 82 20			
Full-time equivalents (FTE)	72 5 82 20	3.60	n/a
Individuals Served by Functional Centre	72 5 82 20	110	88 - 132
Attendance Days Face-to-Face	72 5 82 20	8,000	7600 - 8400
Total Cost for Functional Centre	72 5 82 20	\$528,999	n/a
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		4.60	n/a
Total Individuals Served by Functional Centre for all F/C		110	88 - 132
Total Attendance Days for all F/C		8,000	7600 - 8400
Total Cost for All F/C		\$627,145	n/a

Schedule D2d: CSS Sector Specific Indicators

2019-2020

Health Service Provider: The Corporation of the City of London

Performance Indicators		2019-2020 Target	Performance Standard
No Performance Indicators		-	-
Explanatory Indicators			
Number of persons waiting for service (by functional centre)			

Schedule D3c Local: CSS Local Indicators

2019-2020

Health Service Provider: The Corporation of the City of London

Community Support Services Local Condition:

The Community Support Services (CSS's) will work with the South West LHIN to develop a process for reporting on the following indicators:

- 1) The number of individuals accepted to each CSS service (by calendar month).
- 2) The number of individuals that received their first service within 30 days of being accepted to service (by calendar month and service).

Once the process is developed the CSS's will report to the South West LHIN on a regular basis to be determined. Baseline and Target to be determined.

Language Amendment

Despite section 1.1, for purposes of this Agreement, "Board" means the municipal council of the HSP.

Schedule E: Project Funding 2019-2020

Health Service Provider: The Corporation of the City of London

Project Funding Agreement Template

Note: This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by the LHIN.

THIS PROJECT FUNDING AGREEMENT ("PFA") is effective as of [insert date] (the "Effective Date") between:

XXX LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

[Legal Name of the Health Service Provider] (the "HSP")

WHEREAS the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms of pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the "Project");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

- 1.0 **Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:
 - "Project Funding" means the funding for the Services;
 - "Services" mean the services described in Appendix A to this PFA; and
 - "Term" means the period of time from the Effective Date up to and including [insert project end date].
- 2.0 **Relationship between the SAA and this PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.
- 3.0 **The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.
- 4.0 **Rates and Payment Process.** Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.
- 5.0 **Representatives for PFA.**
 - (a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.
 - (b) The LHIN's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]
- 6.0 **Additional Terms and Conditions.** The following additional terms and conditions are applicable to this PFA.
 - (a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.
 - (b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]

By:

[insert name and title]

[XX] Local Health Integration Network

By:

[insert name and title]

Schedule E: Project Funding 2019-2020

Health Service Provider: The Corporation of the City of London

APPENDIX A: SERVICES

- 1. DESCRIPTION OF PROJECT**
- 2. DESCRIPTION OF SERVICES**
- 3. OUT OF SCOPE**
- 4. DUE DATES**
- 5. PERFORMANCE TARGETS**
- 6. REPORTING**
- 7. PROJECT ASSUMPTIONS**
- 8. PROJECT FUNDING**

8.1 The Project Funding for completion of this PFA is as follows:

8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time funding and is not to exceed [X].

Schedule F: Declaration of Compliance 2019-2020

Health Service Provider: The Corporation of the City of London

DECLARATION OF COMPLIANCE Issued pursuant to the MSAA effective April 1, 2019

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The [Insert as appropriate: "Municipal Council"; "Committee of Management"; or "Board of Management".] (the "Board") of the [insert name of HSP] (the "HSP")

Date: [insert date]

Re: April 1, 2019 – March 31, 2022 (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the LHIN and the HSP effective April 1, 2019.

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Officer or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the "MSAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the MSAA concerning applicable procurement practices;
- (ii) *The Local Health System Integration Act, 2006*;
- (iii) *The Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

[insert name of Mayor], Mayor



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 19, 2019
FROM:	SCOTT STAFFORD MANAGING DIRECTOR OF PARKS AND RECREATION
SUBJECT:	THE LONDON ARTS COUNCIL AGREEMENT 2019 - 2023

RECOMMENDATIONS

That, on the recommendation of the Managing Director, Parks and Recreation, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of March 26, 2019:

- (a) to approve an Agreement with the London Arts Council (LAC) to purchase services from 2019 to 2023, including the administration of City funding for the Community Arts Investment Program (CAIP) and other specified arts services as set out in this Agreement for the continued implementation of London’s Cultural Prosperity Plan; and
- (b) to authorize the Mayor and Clerk to sign the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

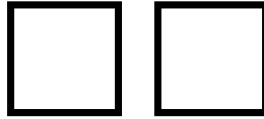
- London Arts Council Annual Agreement, 2001.
- Prosperity Plan Initiatives Funded by the Culture Office, June 24, 2013
- Prosperity Plan Initiatives Funded by the Culture Office, April, 14, 2014
- London Arts Council Agreement Renewal, May 11, 2015

BACKGROUND

The City of London Culture Office has been purchasing cultural services from the London Arts Council (LAC) through an annual Agreement since 2001. The purpose of this report is to re-establish a formal Agreement, as the previous Agreement with the LAC will expire on April 30, 2019. It is proposed that the term of this new Agreement commence on May 1, 2019 and end on December 31, 2023.

The LAC provides services to the City’s Culture Office through this service Agreement and benefits the City as the LAC is able to leverage additional funding and sponsorship for cultural programming from other sources. The Culture Office is responsible for overseeing the implementation of London’s Cultural Prosperity Plan, and this Plan is also the strategic framework for the LAC. The LAC also administers the Community Arts Investment Program (CAIP), which includes multi-year grants that align with this proposed Agreement timeframe and the City’s Multi-Year Budget (MYB) process.

The LAC is a not-for-profit arts umbrella organization, dedicated to enhancing the quality of life and the vitality of London. It works towards this goal through nurturing the awareness of, involvement in, and commitment to excellence at all levels of art in London. Its focus is on those programs and services that provide information, education and training, consultation and collaboration, representation, and networking opportunities for the arts community, Londoners, and visitors to our community.



FINANCIAL IMPACT

There is no new funding being requested by the Culture Office for services included in this Agreement, and therefore, there is no impact on the 2019 approved budget.

The LAC continues to receive \$157,500 in operating funding from the City of London Cultural Office's annual base operating budget, subject to City of London Annual Budget Ratification, which includes:

- (a) \$16,000 towards assisting the City in acquisition or de-accessioning of Public Art as outlined in the City's Public Art and Monuments Policy;
- (b) \$30,000 towards administration of the *"Education Program and Job Operations Opportunities"* portfolio which includes specific initiatives such as: the "Artist Education Classroom Experience (AECE)"; "Culture City Youth"; "The Youth/Artist Mentorship Project (YAMP)"; and the "Community Arts Venue Education (CAVE) Program" (previously expanded from the *"London Artist in Residence LAIR"* program); and
- (c) \$111,500 towards all other services to be provided by LAC under this Agreement, which includes: ongoing consultation and/or services of the LAC related to arts policy and guidelines, and arts education and engagement; administrative funding for operating the Community Arts Investment Program (CAIP), which distributes \$750,000 in City funding to the arts community; implementing, promoting arts activities and programs through the arts website www.londonarts.ca; showcasing the arts through various opportunities throughout each year; and evaluating the objectives and actions of our shared strategic document called London's Cultural Prosperity Plan.

LONDON ARTS COUNCIL AGREEMENT MODIFICATIONS

The following modifications from the previous Agreement have been made to this proposed LAC Agreement 2019- 2023:

PART 3 – TERM

3.1 This Agreement shall commence on May 1, 2019 and end on December 31, 2023;

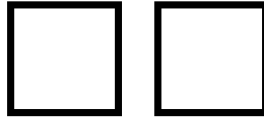
PART 4 - OBLIGATIONS OF LAC

c) operate the annual arts and culture showcase weekend program entitled "London Culture Days";

Clause c) was deleted to provide more flexibility for the LAC to determine how it will showcase the arts through various opportunities throughout each year. Clause e) was added for this purpose:

(e) showcasing the arts through various opportunities throughout each year;

The funding of \$25,000 previously provided for London Culture Days, has been re-allocated to the LAC to be included with their administrative funding of \$111,500. The purpose of this funding is to cover the increased administrative responsibilities of operating the Community Arts Investment Program (CAIP), which has risen from distributing \$450,000 in City funding to the arts community under the previous Agreement in 2015, to distributing \$750,000 in City funding to the arts community under this proposed Agreement.



PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CAIP

5.1 (a) *subject to City of London budget approval, beginning in 2020, and thereafter annually during the term of this Agreement, a portion of the Fee in the amount of \$111,500 shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index (CPI) for Canada, (Table 326-0020 all items, 2002 = 100);*

5.1 (b) *subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid on or before May 16th and 5% paid on receipt of the previous year's Annual Report by July 15th as required in accordance with section 6.7;*

PART 6 – RECORDS & REPORTING

6.6 Annual Report. *For each year of the Term of this Agreement, LAC shall, on or before July 15th in each year, provide to the Culture Manager the previous year's annual report approved by the LAC Board of Directors, in a form satisfactory to the Culture Manager which shall include;*

The annual report used to be required by the end of each year, but we are proposing to extend this timeframe to July 15th to provide time to include information from the previous year's CAIP evaluation reports.

- (a) *Community Arts Investment Program (CAIP):*
 - (i) *a listing of annual CAIP recipients receiving funding;*
 - (ii) *a list of any unallocated funds that shall remain to be allocated as part of the CAIP allocation process for the term of this agreement;*
 - (iii) *a descriptive multi-year report on the analysis of the trends and overall impacts of this grants program and process on arts for London, which includes an analysis of evaluation forms received from CAIP recipients during the term of this agreement.*

The CAIP reporting requirements of the Annual Report are proposed to be made more reflective of the listing of annual CAIP recipients receiving funding, while considering the confidentiality of the unsuccessful applicants. The list of unallocated funds will be provided for the term of the agreement as the investments of CAIP carry over the calendar year. The analysis of the CAIP program and the trends will also take place over the term of this Agreement.

- (b) *an annual descriptive report, including measures about the programs that the LAC operates, which relate to the impact and alignment with the implementation of London's Cultural Prosperity Plan and Key Areas of Focus for 2019 to 2023.*

This clause was added to assist with the assessment of the impact and alignment of the LAC programs with London's Cultural Prosperity Plan and Key Areas of Focus going forward.

CONCLUSION

The Culture Office will continue to directly work with the LAC to implement, promote and evaluate the objectives and actions of our shared strategic document called London’s Cultural Prosperity Plan. This Agreement with the LAC furthers the opportunity to share services and supports between the City and its partners, through shared multi-year service Agreements.

This Agreement has been reviewed with the assistance of Legal Services, Finance Division and Risk Management.

PREPARED BY:	REVIEWED BY:
ROBIN ARMISTEAD MANAGER, CULTURE PARKS AND RECREATION	JON-PAUL MCGONIGLE DIVISION MANAGER, CULTURE, SPECIAL EVENTS AND SPORT SERVICES PARKS AND RECREATION
RECOMMENDED BY:	
SCOTT STAFFORD MANAGING DIRECTOR PARKS AND RECREATION	

cc: Andrea Hibbert, Executive Director of the London Arts Council

APPENDIX “A”

Bill No.
2019

By-law No.

A By-law to approve the Purchase of Service Agreement between London Arts Council and the Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Purchase of Service Agreement to be entered into between London Arts Council and the Corporation of the City of London regarding the operation and administration of the Community Arts Investment Program (CAIP) and other arts and cultural services as set out in the agreement attached as Schedule A to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

THIS PURCHASE OF SERVICE AGREEMENT with effect as of May 1, 2019.

BETWEEN:

LONDON ARTS COUNCIL
(hereinafter referred to as LAC)
OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)
OF THE SECOND PART

WHEREAS the City may provide any service or thing that the municipality considers necessary or desirable for the public pursuant to subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS the City may pass by-laws respecting matters of: “5. Economic, social and environmental well-being of the municipality”; and “7. Services and things that the municipality is authorized to provide under subsection (1)” pursuant to subsection 10(2) of the *Municipal Act, 2001*, as amended;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, as amended;

AND WHEREAS LAC is an incorporated not-for-profit charitable organization with a Board of Directors residing in London. LAC is a not-for-profit arts umbrella organization. The LAC is dedicated to enhancing the quality of life and to create vitality in London. The LAC works toward this goal through nurturing the awareness of, involvement in, and commitment to excellence at all levels of art in London. Its focus is on those programs and services that provide information, education and training, consultation and collaboration, representation and networking opportunities for the arts community, Londoners and visitors to the City of London;

AND WHEREAS the City wishes to retain the services of LAC to provide services including the administration of City funding for the Community Arts Investment Program (CAIP) and specified arts services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree with the other as follows:

PART 1 – DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

- (a) “Services” means the services as set out in part 4 of this Agreement;
- (b) “City Treasurer” means the City’s Treasurer appointed under the *Municipal Act, 2001* or any person delegated by him or her for the purposes of this Agreement.

PART 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. LAC represents, warrants and covenants that:

- (a) It is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and shall continue to have for the term of this Agreement, the experience and expertise necessary to accept and apply the Fee/Funds toward its costs for the Services; and

(c) It is and shall continue to be for the term of this Agreement, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Fee/Funds.

2.2 Execution of Agreement. LAC represents and warrants that:

- (a) It has the full power and authority to enter into this Agreement; and
- (b) It has taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. LAC represents, warrants and covenants that it has and shall maintain, in writing for the period during which this Agreement is in effect:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of LAC's organization;
- (b) Procedures to ensure the ongoing effective functioning of LAC;
- (c) Decision-making mechanisms for LAC;
- (d) Procedures to enable LAC to manage the Fee/Funds prudently and effectively;
- (e) Procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (f) Procedures to enable LAC to deal with such other matters as LAC considers necessary to ensure that LAC carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, LAC shall provide the City with proof of the matters referred to in this section.

PART 3 – TERM

3.1 This Agreement shall commence on May 1, 2019 and end on December 31, 2023 unless terminated earlier pursuant to the termination provisions in this Agreement.

PART 4 - OBLIGATIONS OF LAC

4.1 LAC agrees to provide the following services (the "Services"):

- (a) operate and administer the Community Arts Investment Program (CAIP) in accordance with the policies and procedures as approved by City Council from time to time for such program ("CAIP Policy");
- (b) Operate, including maintaining and managing arts content on, the London Art Website www.londonarts.ca for the purpose of promoting arts programs delivered and administered by LAC and the City;
- (c) Assist the City with the acquisition and de-accession of public art as outlined in the City's Public Art and Monuments Policy as follows:
 - (i) participate in the identification and selection of sites on an ongoing basis and provide advice to the Culture Manager related to the City's Public Art and Monuments Program;
 - (ii) administer the artist selection and design process for commissions, as per agreed upon time frames, including but not limited to developing and advertising expression of interest and/or request for proposal documents;
 - (iii) selection and facilitation of a juried process for recommending commissions, donations and purchases of public art; and
 - (iv) selection and facilitation of a juried process for recommending plans for de-accession of public art;
- (d) operate and administer the "*Education Program and Job Operations Opportunities*" portfolio;
- (e) showcasing the arts through various opportunities throughout each year;

- (f) consult and meet with the Culture Manager on an ongoing basis concerning LAC's arts initiatives;
- (g) participate with the City on and implement with the City, London's Cultural Prosperity Plan;
- (h) at the Culture Manager's request, attend a Standing Committee meeting to answer questions regarding the status of the implementation of London's Cultural Prosperity Plan; and
- (i) provide advice and recommendations to and consult with the City on cultural matters as may be requested by the Culture Manager including without limitation to matters related to arts policy and guidelines, evaluation and arts education and engagement.

4.2 The City and LAC may agree in writing from time to time to add, eliminate, transfer or vary the Services supplied by the LAC to the City under this Agreement recognizing that the Fee paid by the City to the LAC may be adjusted to reflect such changes.

4.3 Marketing, Promotion and Communication Requirements.

- (a) LAC shall acknowledge, in a form and manner as authorized by the Culture Manager, the support of the City in all marketing and promotional materials (including but not limited to specific programs funded by the City on www.londonarts.ca, social media, flyers, posters, programs, banners) related to the Services provided by it under this Agreement.
- (b) LAC shall require all recipients of funding as a condition of granting funds under the Community Arts Investment Program (CAIP) to use the City's logo, in a manner as authorized by the Director of Strategic Communications and Community Engagement, in their marketing and promotional materials related to the project, program or activity for which the CAIP funding was provided.

PART 5 - PAYMENT OF FEES FOR SERVICES AND FUNDING FOR CAIP GRANTS

5.1 For the Services, and subject to City budget approval, the City agrees to pay LAC a fee ("the Fee") of One hundred and fifty-seven thousand, five hundred dollars (\$157,500) for each year of this Agreement subject to the following:

- (a) subject to City of London budget approval, beginning in 2020, and thereafter annually during the term of this Agreement, a portion of the Fee in the amount of \$111,500 shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100);
- (b) subject to City of London budget approval, in each year during the term of this Agreement, the Fee shall be paid in two installments with 95% paid on or before May 16th and 5% paid on receipt of the previous year's Annual Report by July 15th as required in accordance with section 6.6;
- (c) LAC shall use the Fee only for the purpose of funding the Services;
- (d) the City may, in its sole discretion and in addition to any other remedy available to it, withhold any payment due to LAC under this Agreement;
- (e) if LAC has failed to submit when due any report required by the City under this Agreement;
 - (i) pending the completion of an audit of LAC's books and records, should the City decide to undertake such an audit;
 - (ii) if LAC is not in compliance with any applicable laws, regulations, by-laws, Council Policies, and if applicable the Vulnerable Populations requirements;
 - (iii) in the event that an audit of LAC's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Treasurer; and
 - (iv) if LAC has not provided the insurance certificate as required under this Agreement;
- (f) the Fees shall be adjusted to reflect the addition, elimination transfer or variance to the Services agreed upon in writing from time to time by the City and LAC.

5.2 LAC acknowledges and agrees that the Fee has been calculated generally using the following formula:

- (a) Sixteen thousand dollars (\$16,000) for assisting the City with the acquisition and de-accession of public art as outlined in the City's Public Art and Monuments Policy;
- (b) Thirty thousand dollars (\$30,000) for the operation and administration of the LAC's "*Education Program and Job Operation Opportunities*" Portfolio; and
- (c) One hundred and eleven thousand five hundred dollars (\$111,500) towards all other services to be provided by LAC under Part 4 of this Agreement.

5.3 Operation and administration of the Community Arts Investment Program (CAIP)

- (a) LAC agrees that it shall;
 - (i) operate and administer the Community Arts Investment Program (CAIP) in accordance with the CAIP Policy;
 - (ii) establish and maintain a separate bank account to be used solely for the purpose of holding funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP);
 - (iii) deposit and hold all funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) into such account;
 - (iv) withdraw funds from such account only for the purpose of funding a program approved by the LAC under the Community Arts Investment Program (CAIP); and
 - (v) establish within its organization a volunteer (CAIP) Jury to review applications for the purpose of allocation of the CAIP funding. The decisions of the (CAIP) Jury shall be final and not subject to being changed by LAC Board Members, LAC staff, City Council or Civic Administration.
- (b) LAC agrees that it shall consult with the Culture Manager about changes proposed by it to the CAIP Program.
- (c) LAC acknowledges and agrees:
 - (i) that the funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) are subject to the approval by City Council, in its sole discretion, for the fiscal year in which the payment is to be made.
 - (ii) that if the City Council terminates or reduces the amount of total funding for grants allocated to the program the City is not obligated to make any such payment to the LAC and LAC shall not hold the City liable for any termination or reduction of the funding.
- (d) The parties agree that if the funding for grants allocated to the program is terminated or reduced, they shall attempt in good faith to negotiate an amendment to the Fee and if an agreement cannot be reached that is satisfactory to both parties, either party may terminate this Agreement in accordance with the termination provisions of this Agreement.

5.4 LAC shall use the Fee and shall distribute the funds provided to it for allocation under the CAIP without any actual potential or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where

- (a) LAC; or
- (b) any person who has the capacity to influence LAC's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the LAC's objective, unbiased and impartial judgement relating to the use of the Fee/Funds provided to it for allocation under the CAIP.

PART 6 – RECORDS & REPORTING

6.1 Records. LAC shall keep and maintain during the term of this Agreement and for a period of seven (7) years following expiration or termination of this Agreement:

- (a) all financial records in accordance with generally accepted accounting principles related to all of its operations and the Services; and
- (b) all non-financial documents and records relating to the Services.

6.2 In the event that the LAC ceases operation, LAC shall not dispose of any records related to the Services without the prior written consent of the Culture Manager and shall immediately return all records to the City upon request.

6.3 The City Treasurer or an auditor identified by the City Treasurer may, at the City's expense, upon 2 business days' notice to LAC and during normal business hours, enter upon the LAC's premises to review LAC's records under section 6.1, and for these purposes, the City Treasurer or an auditor identified by the City Treasurer may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 6.1;
- (b) remove any copies made pursuant to this section from LAC's premises; and
- (c) conduct any type of audit or investigation of the LAC in respect to any of its obligations under this Agreement.

6.4 LAC agrees that during any inspection, audit or investigation conducted under section 6.3 it shall cooperate fully with the City Treasurer or an auditor identified by the City Treasurer and shall make available all facilities, physical and otherwise, for such inspection, audit or investigation and shall furnish the City Treasurer and its auditor with all such information as it or they, may from time to time require.

6.5 Financial Reporting. LAC shall file with the City, no later than July 15th in each year, financial statements and an auditor's report for the immediately preceding year, fairly representing the financial position of the LAC and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding period.

6.6 Annual Report. For each year of the Term of this Agreement, LAC shall, on or before July 15th in each year, provide to the Culture Manager the previous year's annual report approved by the LAC Board of Directors, in a form satisfactory to the Culture Manager which shall include;

- (a) Community Arts Investment Program (CAIP):
 - (i) a listing of annual CAIP recipients receiving funding;
 - (ii) a list of any unallocated funds that shall remain to be allocated as part of the CAIP allocation process for the term of this agreement;
 - (iii) a report on conflict of interest or formal complaints which were raised during the timeframe being reported; and

- (iv) a descriptive multi-year report on the analysis of the trends and overall impacts of this grants program and process on arts for London, which includes an analysis of evaluation forms received from CAIP recipients during the term of this Agreement.
- (b) An annual descriptive report, including measures about the programs that the LAC operates, which relate to the impact and alignment with the implementation of London's Cultural Prosperity Plan and Key Areas of Focus for 2019 to 2023.

PART 7 – COMPLIANCE WITH LEGISLATION

7.1 LAC agrees that it shall during the term of this Agreement be in compliance with all federal and provincial laws and regulations, all municipal by-laws and any other applicable orders, rules and by-laws.

7.2 LAC shall operate independently of the City and is not the agent or servant of the City for any purpose.

7.3 LAC acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that LAC or its employees, are to be employees of or have an employment relationship of any kind with the City or are in any way entitled to employment benefits of any kind whatsoever from the City, including but not limited to private programs or coverages, and statutory programs and coverages, whether under employment statutes, worker's compensation plans, unemployment/employment schemes, health plan contributions, or otherwise ("Employment Benefits"). LAC further acknowledges and agrees that it is the sole and exclusive responsibility of LAC to make its own determination as to its status under the *Employment Standards Act*, 2000, S.O. 2000, c. 41; the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26(Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; or the *Health Insurance Act*, R.S.O. 1990, c.H.6; all as amended from time to time, and any legislation in substitution therefore and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

7.4 LAC shall ensure that all its employees, agents, volunteers, or others for whom the LAC is legally responsible receive training regarding the provision of the Services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act*, 2005, as amended the "Act"). LAC shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. LAC shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require LAC to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, LAC, its directors, officers, employees, agents and volunteers shall hold confidential and shall not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, or as required under this Agreement, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding personal Information and confidentiality as contained in **Schedule "A"** attached hereto and forming part of this Agreement.

7.6 When collecting personal information under this Agreement, LAC shall use only the forms approved by the City for that purpose.

PART 8 - INSURANCE AND INDEMNITY

8.1 Throughout the term of this Agreement, LAC shall maintain general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the City as an additional insured with respect to LAC's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. LAC shall submit, on an annual basis in advance of expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

8.2 LAC shall submit, on an annual basis, a comprehensive (3D) Dishonesty, Disappearance and Destruction Blanket Position Policy or equivalent Fidelity Bond in the amount of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the policy as a named Obligee, with respect to incidents arising from work performed under this Agreement.

8.3 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require from time to time; and any failure by LAC to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by LAC.

8.4 LAC undertakes and agrees to defend and indemnify the City and hold the City harmless from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(a) any breach of this Agreement, including but not limited to damage to any and all persons or property, all fines or penalties or loss or misuse of funds, by LAC, its employees or persons for whom it is at law responsible;

(b) any claim or finding that LAC, its employees or persons for whom LAC is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, in connection with the performance of Services or otherwise in connection with this Agreement; and

(c) LAC further agrees, in accordance with section 10.9, this indemnification shall survive the expiration and termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

PART 9 - DEFAULT AND TERMINATION

9.1 Events of Default. The following constitute events of default, the proof of which to the contrary lies upon LAC:

(a) LAC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;

(b) an order is made or resolution passed for winding up or for the dissolution of LAC or it is dissolved;

(c) LAC ceases actual bona fide operation for a period of thirty (30) days;

(d) LAC has knowingly submitted false or misleading information to the City; or

(e) LAC is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

9.2 Remedies on Default/Termination on Default. If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

- (a) initiate any action the City considers necessary in order to facilitate the provision of the Services, the successful application of the Fee for the Services or for the allocation of the funding provided under the Community Arts Investment Program (CAIP);
- (b) provide the LAC with an opportunity to remedy the event of default;
- (c) suspend the payment of the Fee for such period as the City determines appropriate;
- (d) reduce the amount of the Fee;
- (e) demand the repayment of any of the Fee or funds provided to it for allocation under the Community Arts Investment Program (CAIP) remaining in the possession or under the control of the LAC;
- (f) demand the repayment of any amount equal to any of the Fee LAC used, but did not use in accordance with this Agreement;
- (g) demand the repayment of any amount equal to any of the funds disbursed under the Community Arts Investment Program (CAIP) that were not used, allocated or disbursed in accordance with this Agreement;
- (h) demand the repayment of any amount equal to any of the Fee the City provided to LAC;
- (i) demand the repayment of any amount equal to the funds provide by the City to LAC for allocation under the Community Arts Investment Program (CAIP); or
- (j) terminate this Agreement at any time, including immediately, upon giving Notice to LAC.

9.3 LAC Not Remediating. If under section 9.2 the City has provided LAC with an opportunity to remedy the event of default and LAC does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or initiate any one or more of the actions provided in section 9.2.

9.4 Obligation to return Fee and CAIP funds to the City. If the City has demanded any repayment under section 9.2, LAC agrees that it shall forthwith remit such repayment to the City.

9.5 This Agreement may be terminated at any time by either party providing 60 days' notice in writing to the other, or by the City and LAC agreeing in writing at any time to the termination of this Agreement.

9.6 Upon receipt or rendering of notice that this Agreement is ending, LAC shall perform no further services other than those reasonably necessary to close out its services and report to the City.

9.7 On termination or expiration of this Agreement, LAC shall return any unused portion of the Fee and any funds provided to it by the City for grants to be made under the Community Arts Investment Program (CAIP) that have not been allocated under the program.

PART 10 - GENERAL

10.1 The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

10.2 If any part of this Agreement is rendered invalid, the remainder of the Agreement continues to apply.

10.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, arrangement (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter.

10.4 No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or LAC unless in writing signed by each of them.

10.5 LAC shall not assign this Agreement without the prior written consent of the City which consent may be withheld for any reason in the City's sole discretion.

10.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors or assigns.

10.7 Under this Agreement, any notices required under this Agreement shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or recognized courier and shall be addressed to the other party for whom it is intended and any notice shall be deemed to have been given:

- (a) if delivered personally or by recognized courier on the date of such delivery; or
- (b) if delivered by postage prepaid mail, three (3) days after the party mails it.

Any notices under this Agreement shall be sent to the City and LAC as follows:

- (a) The Corporation of the City of London
300 Dufferin Ave., 3rd floor
P.O. Box 5035
London. ON N6A 4L9
Attention: City Clerk
- (b) London Arts Council
201 King Street
LONDON, ON N6A 1C9
Attention: Executive Director

10.8 This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this Agreement, and shall be treated in all respects as an Ontario contract. LAC and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

10.9 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Part 1 and any other applicable definitions; section 4.3; Part 6; paragraphs (e) (g) (h) and (i) of section 9.2; section 9.4; section 9.6; section 9.7 and Part 10. Section 8.4 and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of two (2) years from the date of expiry or other termination of this Agreement.

10.10 LAC acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

**THE CORPORATION OF THE
CITY OF LONDON**

LONDON ARTS COUNCIL

Ed Holder, Mayor

Andrea Hibbert*, Executive Director

*I have authority to bind the Corporation

Catharine Saunders, City Clerk

SCHEDULE “A”

Municipal Freedom of Information and Protection of Privacy

1. In this Schedule:

- (a) “City Information” means General Information and Personal Information:
 - (i) provided by the City to the London Arts Council in relation to this Agreement;
 - (ii) collected by the London Arts Council in relation to this Agreement; or
 - (iii) derived by the London Arts Council from the General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
- (b) “London Arts Council Information” means General Information and Personal Information, except City Information, provided by the London Arts Council to the City in relation to this Agreement;
- (c) “General Information” means recorded information that is not Personal Information; and
- (d) “Personal Information” means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual,
 - (iv) the address, telephone number, fingerprints or blood type of the individual,
 - (v) the personal opinions or views of the individual except if they relate to another individual,
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vii) the views or opinions of another individual about the individual, and
 - (viii) the individual’s name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by the London Arts Council to the City within 5 business days of:

- (a) the City’s written request; or
- (b) the termination or expiry of this Agreement.

3. Except in accordance with this Agreement, the London Arts Council shall, when collecting City Information that is Personal Information:

- (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
- (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
- (c) identify the purpose for which the information is collected to the individual at or before the time of collection.

4. The London Arts Council shall retain all City Information in a manner that protects its security and confidentiality and shall not disclose City information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
5. Except:
 - (a) with the consent of the individual; or
 - (b) in accordance with this Agreement, the London Arts Council shall not use City Information that is Personal Information for purposes other than that for which it was collected.
6. Except for law enforcement purposes and in accordance with this Agreement, the London Arts Council shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The London Arts Council shall not destroy any City Information.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all London Arts Council Information; or
 - (b) any part or all of this Agreement.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 19, 2019
FROM:	SCOTT STAFFORD MANAGING DIRECTOR OF PARKS AND RECREATION
SUBJECT:	GRAND THEATRE GRANT AGREEMENT 2019 - 2023

RECOMMENDATION

That, on the recommendation of the Managing Director, Parks and Recreation, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of March 26, 2019:

- (a)

to approve a Grant Agreement (2019 – 2023) for \$500,000 in operating funding annually with Grand Theatre; and
- (b)

to authorize the Mayor and Clerk to sign the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

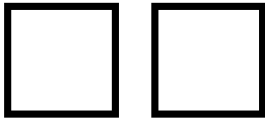
- CAIP Policy, June 2000
- CAIP Policy Update, February 9, 2009
- Strategic Funding Framework for Council Directed Funding to Non-profit Organizations, May 23, 2012
- City of London CAIP Category #1 Policy amendment, December 18, 2013
- Community Arts Investment Program (CAIP) Policy and Funding Amendment, October 27, 2015
- Grand Theatre Multi-Year Operating Agreement, October 27, 2015

BACKGROUND

Council at its meeting on October 27, 2015 resolved that: *“The Director of Community and Economic Innovation **BE DIRECTED** to develop a three-year (2016 – 2018) operating agreement for \$500,000 annually with the Grand Theatre for approval by Municipal Council at the beginning of 2016.”*

As per this Council Resolution, Council approved a three year (2016 – 2018) operating agreement for \$500,000 annually with the Grand Theatre, through the Culture Office budget.

The purpose of this report is to re-establish a formal multi-year Agreement, as the previous multi-year Agreement with the Grand Theatre will expire on April 5, 2019. It is proposed that the term of this new Agreement commence on May 1, 2019 and end on December 31, 2023.



The Grand Theatre is an incorporated non-profit organization with its own Board of Directors that manages its operations independent of the City of London. The Grand Theatre is one of only 13 large size “Category A” professional theatres in all of Canada. It owns the Grand Theatre lands, which includes an 839 seat theatre building. The Grand Theatre puts on approximately 15 productions with 210 performances, and throughout each year the theatre season hosts over 100,000 visitors.

FINANCIAL IMPACT

There is no new funding being requested by the Culture Office for the operation of the Grand Theatre, and therefore, there is no impact on the approved budget.

The Grand Theatre operates London’s only professional theatre with operating revenues over \$5 million, and has received funding support from the City of London for many decades. In October 2015 Council approved the elimination of the CAIP Category 1 granting program and annual funding of \$500,000 to the Grand Theatre was continued through a separate multi-year (2016 – 2018) operational agreement.

It is proposed that the disbursement of the grant funding for years 2019 - 2023 remain the same as the previous (2016- 2018) Agreement:

The following portions of the grant will be paid upon the following triggering events occurring:

- (i) the sum of \$250,000 will be paid by the City to the Recipient within thirty (30) days of execution of this agreement;*
- (ii) the sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the Mid-year Report satisfactory to the City;*
- (iii) the sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the audited financial statement due in November to the satisfaction of the City.*

GRAND THEATRE AGREEMENT MODIFICATIONS

The following two modifications from the previous Agreement have been made to this proposed Grand Theatre (2019 – 2023) Agreement:

- 1. The term of this multi-year Agreement is proposed to extend for this term of Council, and be consistent with the City’s multi-year budget process.
Schedule A
The Funded Activity
 - 2. Funded Activity Start Date (date for which funding will be commenced): 2019 May 1*
 - 3. Funded Activity End Date (date for which funding will end subject to budget approval noted in Clause 24 of this Agreement): 2023 December 31.*
- 2. Reporting clause 5.1(d) is proposed to be removed:
5.1(d) Third Quarter Financial Monitoring Report – due May 30; to include:
5.1(d) (i) Financial Reporting – 3rd quarter financial monitoring includes January, February and March revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient.

This change is proposed because the Third Quarter Financial Monitoring Report is provided to the City, as part of un-audited financial report given each year after the Grand Theatre’s June 30th year end is completed. The final Audited Financial Statement is provided to the City after it has been approved by the Grand Theatre Board of Directors, at its annual general meeting held in November.

CONCLUSION

The Grand Theatre makes a significant contribution to the economy of London and the stability of the organization is vital to London’s culture and economy. The Grand Theatre requires this level of multi-year funding to enable it to continue to provide top quality programming and to be able to leverage funding from other levels of government. This municipal funding provides stability for performances, the revenues from which can fluctuate significantly from year to year.

PREPARED BY:	REVIEWED BY:
ROBIN ARMISTEAD MANAGER, CULTURE PARKS AND RECREATION	JON-PAUL MCGONIGLE DIVISION MANAGER, CULTURE, SPECIAL EVENTS AND SPORT SERVICES PARKS AND RECREATION
RECOMMENDED BY:	
SCOTT STAFFORD MANAGING DIRECTOR PARKS AND RECREATION	

cc: Grand Theatre, c/o Deb Harvey, Executive Director

APPENDIX A

Bill No.
2019

By-law No.

A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS Grand Theatre is a non-share corporation;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a grant to Grand Theatre as provided in the attached Grant Agreement;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Grant Agreement attached as Schedule “A” to this by-law between The Corporation of the City of London and Grand Theatre setting out the terms and conditions of the City’s grant of funds to Grand Theatre is approved.
2. The Division Manager, Culture, Special Events and Sport Services and the Manager of Culture are jointly and severally delegated the authority to act as the City Representative for the purposes of the Agreement approved under Section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Grant Agreement approved under section 1 above.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

March 26, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE A

Grant Agreement

THIS AGREEMENT with effect as of May 1, 2019

Between

The Corporation of the City of London
(the "City")

-and-

Grand Theatre

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has requested from the City a grant to assist the Recipient in the Recipient's activities as described in **Schedule A** ("the Funded Activity");

AND WHEREAS City Council approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"**City Representative**" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"**Eligible Expenditures**" means the expenditures that are listed in compliance with the terms and conditions set out in **Schedule B**;

1.2 Schedules **Forming Part of Agreement**

The following Schedules, form part of this Agreement:

Schedule A: Description of the Funded Activity

Schedule B: The Financial Provisions

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the Funded Activity Start Date, and shall terminate on the Funded Activity End Date as set out in **Schedule A** ("the Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant

5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City immediately upon written demand of the City Representative.

5.3 The Recipient shall return all unexpended grant funds to the City within ninety (90) days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Reports

6.1 The Recipient shall submit the reports as set out in **Schedule A**, on or before the date set out in **Schedule A** to the City Representative in a form and content satisfactory to the City Representative.

7. Right of Audit

- 7.1 (a) The City auditor or anyone designated in writing by the City auditor or the City Representative may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant funds and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.
- (b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.
- (c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City Representative.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk
300 Dufferin Avenue
London, Ontario N6A 4L9
Fax #: 519 661-5920

The Recipient
As set out in **Schedule A**

- (b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.
- (c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City’s Contribution

- 9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the grant and the nature of the activity supported under this Agreement.
- (b) The Recipient shall acknowledge the support of the City under this Agreement in all its primary marketing and promotional materials.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of fifteen (15) days’ prior written notice to the Recipient. Upon termination, the Recipient agrees to pay the City any unused portion of the grant funds.

Termination Where Default

- 10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:
- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
 - (b) an order is made or resolution passed for winding up or for the dissolution of the Recipient or it is dissolved;
 - (c) the Recipient ceases actual bona fide operation for a period of thirty (30) days;
 - (d) the Recipient has knowingly submitted false or misleading information to the City;
 - (e) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement;
 - (f) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
 - (g) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or

- (h) the Recipient ceases to be a non-share capital, non-profit corporation accorded charitable status by the Canada Revenue Agency.
- 10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.
- 10.4 If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:
- (a) provide the Recipient with an opportunity to remedy the event of default;
 - (b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.
- 10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or terminate this Agreement.
- 10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.
- 10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

- 11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

- 12.1 Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:
- (a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Recipient shall submit a completed standard Insurance Certificate (Form #0788).
 - (b) In addition, the Recipient shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.
 - (c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.
 - (d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
 - (e) On the signing of this Agreement and within thirty (30) days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section. The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Populations

- 13.1 The Recipient shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students providing these services. Failure to do so may result in immediate termination of this Agreement.
- 13.2 Where the Recipient provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Fire Safety and Emergency Information.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and the Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's custody or control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City.

17. Relationship Between the Parties

17.1 The Recipient is not in any way authorized to make a promise, Agreement or contract on behalf of the City. This Agreement is a funding Agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

19. Waiver

19.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

20. Circumstances Beyond the Control of Either Party

20.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. Headings

22.1 Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.

23. Canadian Currency

23.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

24. Other Agreements

24.1 If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other Agreement with the City;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other Agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other Agreement; and
- (d) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate this Agreement at any time, including immediately, upon giving written notice to the Recipient.

25. Execution of Agreement.

- 25.1 The Recipient represents and warrants that:
- (a) It has the full power and authority to enter into this Agreement; and
 - (b) It has taken all necessary actions to authorize the execution of this Agreement.

26. Survival

26.1 The following provisions and any applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven (7) years from the date of expiry or other termination of this Agreement: Section 1 and any other applicable definitions, Section 5, Section 6, Section 7, Section 8, Section 10.4, Section 11, Sections 18 to 26 inclusive and, Schedule “A”.

27. Payment of Grant is Subject to City Budget Approval

27.1 Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:
SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date: _____
Ed Holder, Mayor

Date: _____
Catharine Saunders, City Clerk

Grand Theatre

Date: _____
(Signature)

(Print Name)

(Print Title)
I/We have authority to bind the Corporation

Date: _____
(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A – Operating-Grant
THE FUNDED ACTIVITY

1. Full Legal Name of Recipient: Grand Theatre

Address for Service of Notice: 471 Richmond Street, London, ON N6A 3E4

Primary Contact Name: Executive Director, Deb Harvey Phone #: 519 672-9030 ext. 255

Fax #: 519 672-2620

E-mail: dharvey@grandtheatre.com

2. Funded Activity Start Date (date for which funding will be commenced): 2019 May 1

3. Funded Activity End Date (date for which funding will end subject to budget approval noted in Clause 27 of this Agreement): 2023 December 31

4. FUNDED ACTIVITY DESCRIPTION:

4.1 Operating financial assistance to the Recipient to be used solely by the Recipient for the purposes of its objects as set out in its Articles of Incorporation as follows:

4.1(a) To present and assist in the presentation of high calibre live theatre principally in the City of London and district.

4.1(b) To provide an opportunity for professional and non-professional directors, performers, playwrights, costume and set designers, stage managers and production technicians to develop their skills in the Theatre.

4.1(c) To give active assistance to other dramatic and cultural groups in the community and area and to actually co-operate with other theatres and with regional and national theatre groups.

4.1(d) To foster when appropriate any opportunities to work in the fields of radio, television and film.

4.1(e) To collect money by way of donations or otherwise to accept gifts, legacies, devises and bequests and to hold, invest, expend or deal with the same in furtherance of the objects of the Corporation.

5. REPORTING

5.1 The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

5.1(a) Mid-Year Report (for April – August 31) due September 30; to include:

5.1(a)(i) Outcome Reporting – mid-year report highlighting April 1 to August 31 outcomes.

Outcome reporting shall include the Recipient's previous performance season's cultural initiatives to implement London's Cultural Prosperity Plan.

5.1(a)(ii) Financial Reporting – Mid-year financial monitoring through review of an un-audited financial statement to June 30; and

5.1(b) Annual Report for Previous Performance Season, Audited Financial Statement and First Quarter Monitoring Report – due November 30; to include:

5.1(b)(i) Audited Financial Statement to be signed by the Recipient's auditor.

5.1(b)(ii) First Quarter Financial Monitoring Report includes July, August and September revenue and expenditure statement to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient; and

5.1(c) Second Quarter Financial Monitoring Report – due February 28; to include:

5.1(c)(i) Financial Reporting – 2nd quarter financial monitoring includes October, November and December revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee of the Recipient.

SCHEDULE B FINANCIAL PROVISIONS

1. Maximum Contribution of the City

1.1 The total maximum amount of the City's contribution towards the Funded Activity under this Agreement is \$500,000 per year in each year during the Term.

2. Disbursement of Grants

2.1 Subject to City of London budget approval and the Recipient's compliance with the provisions of this Agreement, the grant funds shall be disbursed to the Recipient annually over the Term of this Agreement, as set out below.

2.2 The following portions of the grant will be paid upon the following triggering events occurring:

2.2(a) The sum of \$250,000 will be paid by the City to the Recipient within thirty (30) days of execution of this Agreement and annually thereafter within 30 days of the anniversary date of the execution of the Agreement;

2.2(b) The sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the Mid-year Report satisfactory to the City;

2.2(c) The sum of \$125,000 will be paid by the City to the Recipient within thirty (30) days of receipt of the audited financial statement due in November to the satisfaction of the City.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in section 3.2 below:

- i) Production
- ii) Administration
- iii) Marketing
- iv) Development and Special Projects
- v) Operations
- vi) Box Office and Systems

3.2 Conditions Governing Eligible Expenditures

Eligible Expenditures are subject to the following conditions and restrictions:

- (a) expenditures must be incurred during the fiscal year of each of the multi-year Agreement years;
- (b) expenditures must, in the sole opinion of the City, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) depreciation of capital assets is not eligible;
- (e) fines and penalties are not eligible;
- (f) the cost of alcoholic beverages or travel expenses are not eligible.

4. TERMS OF PAYMENT

4.1 Subject to subsections (2) and (3), the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.

4.2 Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.

4.3 If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant funds.

4.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following occur:

- (a) if the Recipient has failed to submit when due any report required by the City under this Agreement;
- (b) if the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
- (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable populations requirements;
- (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative;
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MARCH 19, 2019
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	BYLAW AND AGREEMENT WITH LONDON TRANSIT COMMISSION: REDUCED FARE FOR SENIORS BUS TRIPS

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting on March 26, 2019 to:

- (a) authorize the London Transit Commission to reduce the fare amount for individual bus trips for seniors 65 years of age and over, commencing April 1, 2019;
- (b) authorize the City to provide a grant to reimburse the London Transit Commission for the cost of the reduced fare amount set out in (a), above;
- (c) authorize and approve an Agreement between the City and the London Transit Commission with respect to (a) and (b) above; and,
- (d) authorize the Mayor and the City Clerk to execute the Agreement authorized and approved in (c), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Children 5 to 12 Years of Age Ride for Free on Public Transit Council By-Law and Agreement (December 13, 2016)
- Adults 18 and Over Income-Related Subsidized Public Transit Program Council By-Law, Agreement and Administration Process (October 11, 2017)
- Subsidized Bus Pass for Youth 13 to 17 Years of Age Council By-Law and Agreement (June 18, 2018)

BACKGROUND

At the Municipal Council meeting on December 18, 2018, Council resolved: “That the proposed reinstatement of reduced cost of Senior’s Bus Tickets BE REFERRED to 2019 Budget Process and the Civic Administration BE DIRECTED to establish a source of financing (2018-C12) (4.2/1/CWC)”.

Following this, at the Municipal Council meeting on February 12, 2019, Council resolved: That the following actions be taken with respect to the following Operating Budget Amendment Cases: Business Case #13 (Subsidized Transit for Seniors) – Net Impact \$285, BE APPROVED.

The purpose of this report is to bring forward the required By-law and Agreement between the City and the London Transit Commission (LTC) to establish a reduced fare bus ticket for individuals 65 years of age and over, and to authorize a grant to reimburse the LTC effective April 1, 2019, for such purpose.

Agreement with LTC

The grant to LTC relating to the reduced fare bus tickets will be managed in a similar manner as the current four subsidies in place for the youth subsidized bus pass, the income-related bus pass, children under 12 ride for free, and the blind. The budget for this subsidy will reside with Neighbourhood, Children and Fire Services, and LTC will provide an invoice each month based on the actual ridership. This approach makes sure that the actual costs associated with the specific reduced fare or subsidized bus pass can be tracked and reported on annually.

Attached as Schedule A to the by-law is the formal agreement between the City of London and the London Transit Commission. The LTC will re-establish the seniors reduced fare bus ticket (the seniors fare will be 75% of the adult ticket fare) for individuals 65 years of age and over. The City will in return provide grant payments to the LTC to reimburse them for the difference between the cost of a seniors reduced fare and the cost of the adult regular fare. Under Section 10 of the *Municipal Act*, municipalities may pass by-laws respecting economic, social, and environmental well-being of the municipality and the health, safety, and well-being of persons.

APPENDIX A

By-law No. L.T.C.-

A by-law to authorize the London Transit Commission to reduce the fare amount for individual bus trips for seniors aged 65 and over, to approve an agreement with the London Transit Commission for the City to provide a grant to reimburse LTC for the costs of the reduced fare amount, and to authorize the Mayor and City Clerk to execute the agreement

WHEREAS By-law No. A.-6377-206, being A By-law to continue the London Transit Commission, provides:

- in Section 2 that the London Transit Commission is a body corporate;
- in Section 7 that the London Transit Commission possesses and may exercise all the powers, rights, authorities and privileges with respect to the operation, extension, alteration, repair, control and management of the local transportation system of the City of London;
- in Subsection 7(a) that such powers, rights, authorities and privileges include “to manage, operate, establish, equip, alter, extend and maintain a bus system over the streets and public places of the City of London... and in subsection 7(f) “to enter into agreements with the Corporation for all or any of the following: ...the performance of services by the Commission to the Corporation”;
- in Subsection 13 that, “with the intent that the transportation system shall be self-sustaining and shall not operate with a deficit, the Commission shall so regulate and fix all tolls and fares for the carriage of passengers that a revenue shall be produced which, together with the application of an appropriate part of any annual approved operating subsidy from the City of London, other operating revenues and funding from reserves and/or senior levels of government shall be in each year sufficient to provide the cost of operating the transportation system....”;
- in Section 14 that the Council may by by-law enter into an arrangement with the London Transit Commission to provide, either at all times, or within specified times, free transportation or transportation at reduced fares, to any class of residents of the City of London and to provide in such by-law or by-laws for the making of grants to the Commission to cover the cost of providing such transportation;

AND WHEREAS Municipal Council resolved at its Meeting of December 18, 2018, “That the proposed reinstatement of reduced cost of Senior’s Bus Tickets BE REFERRED to 2019 Budget Process and the Civic Administration BE DIRECTED to establish a source of financing. (2018-C12) (4.2/1/CWC)”;

AND WHEREAS the Managing Director, Neighbourhood, Children and Fire Services brought forward a proposal for seniors subsidized bus tickets which was considered during the Strategic Priorities and Policy Committee Multi-Year Budget Meeting of January 24, 2019;

AND WHEREAS at the Municipal Council meeting on February 12, 2019, Council resolved: That the following actions be taken with respect to the following Operating Budget Amendment Cases: Business Case #13 (Subsidized Transit for Seniors) – Net Impact \$285, BE APPROVED;

AND WHEREAS Section 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that a municipality may make grants, on such terms as to security and otherwise as the Council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Council considers it to be in the interests of the municipality to provide a grant to London Transit Commission to cover the cost of providing subsidized transportation to individuals 65 years of age and over;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. An arrangement be entered into with the London Transit Commission, effective April 1, 2019, to provide transportation at reduced rates to those residents of the geographic area of the City of London who are 65 years of age or older, subject to the following conditions:
 - (a) Fare to be 75% of the basic adult ticket fare as established by the London Transit

Commission, with no cash fares;

(b) Reduced fare applies to fares purchased by way of paper tickets, or stored value smart card, or such other technology as determined by London Transit Commission;

(c) Suitable identification card with proof that age is 65 or older to be presented on each purchase of fares and at the request of the bus operator at any time;

(d) Special tickets, stored value smart card, or such other technology, is to be provided by the London Transit Commission at its own expense.

2. The agreement attached as Schedule A between The Corporation of the City of London and the London Transit Commission, with respect to reduced fare for bus transportation for individuals 65 years of age and over, commencing April 1, 2019 and the provision of a grant by the City to the London Transit Commission for such purpose, is hereby approved and authorized.

3. The Mayor and City Clerk are authorized and directed to execute the agreement approved in paragraph 1 above on behalf of The Corporation of the City of London.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 26, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 26, 2019
Second Reading – March 26, 2019
Third Reading – March 26, 2019

SCHEDULE A

Page 1 of 2

AGREEMENT (Establishment of a Reduced Fare for Seniors 65 years of age and over)

THIS AGREEMENT made with effect as of April 1, 2019

B E T W E E N:

LONDON TRANSIT COMMISSION
(the “**Commission**”)

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LONDON
(the “**City**”)

OF THE SECOND PART

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality may make grants, on such terms as to security and otherwise as the Council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that Council considers to be in the interests of the municipality;

AND WHEREAS the Commission is a body corporate and a local board continued under By-law No. A.-6377-206;

AND WHEREAS pursuant to the provisions of Section 14 of By-law No. A.-6377-206, the parties desire to enter into an agreement for the Commission to provide transportation at reduced fares in the form of a reduced cost bus ticket to seniors 65 years of age and over and for the City to provide grants to the Commission to cover the costs of providing such transportation.

NOW THEREFORE IN CONSIDERATION of the premises and the covenants and agreements hereinafter contained, the parties agree as follows:

1. **Commencement of Agreement**

This Agreement shall commence on April 1, 2019.

2. **Seniors Bus Fare - Fee**

Commencing April 1, 2019, the Commission will re-establish the seniors bus fare (75% of the basic adult ticket fare) for individuals 65 years of age and over.

3. **Eligibility**

The senior bus fare shall only be available for purchase and use by individuals of a class based on the following:

- 65 years of age and over; and,
- City of London resident.

The Commission shall use best efforts to ensure that only those individuals who are eligible are allowed to purchase and use a senior bus fare for transportation on buses operated by the Commission in the City of London.

- 4. **Seniors Bus Fare - Statistics**
The Commission will provide the City with ridership and sales statistics for the seniors bus fare on a monthly basis as part of the monthly invoicing.
- 5. **Invoice**
The Commission will provide a monthly invoice to the City based on the actual sale of seniors bus fare in the preceding month.
- 6. **Grant to Commission**
The City will pay monthly by way of grant to the Commission the amount in the preceding month as determined in paragraph 5. Such grant represents the cost to the Commission of providing the senior bus fares.
- 7. The City may terminate this agreement at any time on providing 60 days’ advance notice to the Commission.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

SIGNED, SEALED, AND DELIVERED

LONDON TRANSIT COMMISSION

Per: _____

Print Name: _____

General Manager*

*I have authority to bind the Commission.

Per: _____

Print Name: _____

Secretary-Treasurer*

*I have authority to bind the Commission.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Ed Holder, Mayor

Per: _____

Catharine Saunders, City Clerk

4.

Seniors Bus Fare - Statistics

The Commission will provide the City with ridership and sales statistics for the seniors bus fare on a monthly basis as part of the monthly invoicing.
5.

Invoice

The Commission will provide a monthly invoice to the City based on the actual sale of seniors bus fare in the preceding month.
6.

Grant to Commission

The City will pay monthly by way of grant to the Commission the amount in the preceding month as determined in paragraph 5. Such grant represents the cost to the Commission of providing the senior bus fares.
7.

The City may terminate this agreement at any time on providing 60 days' advance notice to the Commission.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

SIGNED, SEALED, AND DELIVERED

LONDON TRANSIT COMMISSION

Per: _____

Print Name: _____

General Manager*

*I have authority to bind the Commission.

Per: _____

Print Name: _____

Secretary-Treasurer*

*I have authority to bind the Commission.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Ed Holder, Mayor

Per: _____

Catharine Saunders, City Clerk

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 19, 2019
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN & FIRE SERVICES
SUBJECT:	REQUEST FOR DEDICATION OF FIRE STATION #4 870 COLBORNE STREET IN MEMORY OF DEPUTY CHIEF W. PETER HARDING

RECOMMENDATION

That, the request to dedicate of Fire Station #4 located at 870 Colborne Street in memory of Deputy Chief W. Peter Harding, BE APPROVED.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

None.

BACKGROUND

The Council Policy entitled “Dedication of Fire Stations” provides for the dedication of fire stations in memory of London firefighters who have lost their lives in the line of duty.

The following attached communications have been submitted in support of a request that Fire Station #4, located at 870 Colborne Street (southwest corner of Colborne Street and St. James Street) be dedicated in memory of Deputy Chief W. Peter Harding, who passed away in December 2018:

- A letter of support from J. Harding (Appendix “A”)
- A letter of support from the Knights of Columbus, Jerome P. McNamara Assembly # 2575 (Appendix “B”)
- A letter of support from St. John Ambulance St-Jean (Appendix “C”)
- A letter of support from the London Professional Fire Fighters Association (Appendix “D”)
- A letter of support from the London Food Bank (Appendix “E”)
- An email of support from C. Swanton (Appendix “F”)

Rationale in support of the Request

The above-noted submissions set out the following in support of the request:

- W. Peter Harding was a member of the City of London Fire Department for 38 years before retiring as a Deputy Chief in 1998.
- W. Peter Harding joined the St. John Ambulance in the early 1970’s.
- W. Peter Harding was a founding board member of the London Food Bank.
- W. Peter Harding was a member of the Knights of Columbus since 1955.

More details with respect to his above-noted service can be found in the communications attached to this report.

Fire Station #4

Fire Station #4 is located at the southwest corner of Colborne Street and St. James Street.

As indicated in the submission received from J. Harding, W. Peter Harding began his career as a firefighter at Fire Station #4 and had “always expressed a great affinity for it”.

Review of Council Policy entitled “Dedication of Fire Stations”

The Council Policy entitled “Dedication of Fire Stations” applies to seven existing facilities (Station Nos. 1, 2, 4, 5, 7, 8 and 11), as well as any stations constructed in the future. The dedication is to be in memory of fallen firefighters who have lost their lives in the line of duty. We are advised that W. Peter Harding’s illness that ultimately took his life, is believed to be work related and has been recognized as such.

Request Review

The Municipal Addressing Advisory Group (MAAG), which is comprised of representatives from Emergency Services, Utility Companies, the City’s Planning, Development and Compliance Services, Clerk’s and Engineering Services has indicated no objection to the proposed dedication of Fire Hall #4 in memory of Deputy Chief W. Peter Harding.

Based on the information that has been submitted in support of the request, the Civic Administration is of the opinion that the request appears to comply with Council Policy “Dedication of Fire Stations”.

Financial Implications

The Civic Administration has advised that the cost to place signage at the Fire Station is minimal and can be absorbed within the Neighbourhood, Children & Fire Services’ budget.

PREPARED BY:	SUBMITTED BY:
CATHY SAUNDERS CITY CLERK	LYNNE LIVINGSTONE, MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN & FIRE SERVICES

Janet Harding
26 Grosvenor St.
London ON N6A 1Y5

February 6, 2019

Community and Protective Services Committee
City of London
300 Dufferin Ave.
London ON N6A 4L9

Dear Members,

It has come to my attention that there is interest in dedicating one of the fire halls to my husband, W. Peter Harding. This is unexpected and we, his family, and we are certain that he would have considered this to be a great honour.

He began his career at Number 4 Fire Hall and has always expressed great affinity for it. He also served at many others during his career at the London Fire Department and would be equally honoured by a dedication as your committee deems appropriate.

Thank You for considering this honour,

Janet Harding



Knights of Columbus

Fourth Degree

JEROME P. MCNAMARA ASSEMBLY #2575

1164 Commissioners Road West, London, Ontario N6K 1C7

PETER HARDING TESTIMONIAL

Peter Harding was a faithful member of the Knights of Columbus since 1955 which translates to almost 65 years of dedicated service to so many charitable endeavours.

He was especially proud to have served in many leadership positions at both the Council and Assembly Levels. He had been elected as Grand Knight of his Council, the Faithful Navigator of his 4th Degree Assembly and then District Master of the 5th Ontario District.

Peter was indeed committed to the four principles of the Knights of Columbus – Charity, Unity, Fraternity and Patriotism.

He was truly an inspiration to all his brother Knights and through his encouragement he was able to motivate the members to conduct many programmes and events for the benefit of those less fortunate. Of particular note was his spearheading of the London Food Bank drives twice a year involving many Councils and local grocery stores.



St. John Ambulance Saint-Jean

SAVING LIVES SAUVER DES VIES
at work, home and play au travail, à la maison et dans les loisirs

Tuesday, 5 February 2019

The Corporation of the City of London,
Community and Protective Services Committee
London City Hall
300 Dufferin Avenue
London, Ontario N6B 1Z2

Dear Chair and committee members,

It is my esteemed honour to write this letter in support of naming London's Fire Hall No.4 in memory of Deputy Chief W. Peter Harding, KStJ.

St. John Ambulance has a long and proud history around the world for provision of First Aid training and volunteer community services. In any disaster, human or natural, St. John Ambulance volunteers are there to offer assistance, expertise, caring and compassion.

Chief Harding first became involved with St. John Ambulance early in the 1970's and during his more-than-thirty-year tenure, he personally amassed tens of thousands of hours of volunteer service time. He held numerous positions within St. John Ambulance including the previously known position of Provincial Superintendent, however his first love had always been to his community and the role he held until his retirement from active service, Corps Superintendent of the London-Middlesex Corps, St. John Ambulance Brigade.

It is in this role, that Chief Harding spearheaded the development of a number of very unique and innovative programs and services within SJA locally. These programs and services include development of a fully equipped emergency response unit, medical first response bike patrol program, ground search and rescue, and more. Many of his initiatives remain active to this day.

In recognition for his tireless contributions to his community, Chief Harding was admitted to the Most Venerable Order of the Hospital of St. John of Jerusalem in Canada in 1976. In 1979, he was promoted from Serving Member to Officer; in 1985 to Commander of the Order; and in 1997 to Knight.

... / 2

Southwestern Ontario / Sud-ouest de l'Ontario | rue Roi 741 King Street, London ON Canada N5W 2X2
Tel/Tél. : (519) 432-1352 | Fax/Télé. : (519) 432-8586 | Email/Courriel : swo@on.sja.ca
Charitable Registration No.: 89903 4730 RR0001 No d'Enr. d'Org. de Bienfaisance : 89903 4730 RR0001

sja.ca

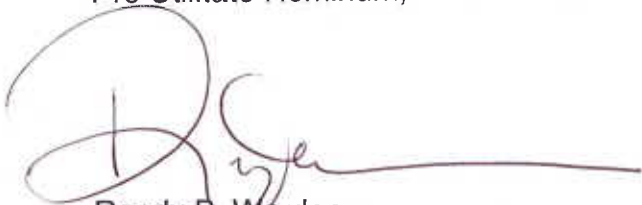
St. John Ambulance is an international humanitarian organization and is a foundation of the Order of St. John
Ambulance Saint-Jean est un organisme humanitaire international et une fondation de l'Ordre de Saint-Jean



As Knight of Justice, Chief Harding was the Order's most senior serving member throughout Southwestern Ontario's area of responsibility. Until his death, he remained supportive of our volunteers; as well as interested and engaged in the efforts of St. John Ambulance.

Chief Harding has been an inspiration and mentor for countless Londoners that went on to pursue careers as Paramedics, Firefighters and other First Responders. London is fortunate for service of heroes like Chief Harding and this city would be well served to have his name associated with Firehall #4.

Pro Utilitate Hominum,



Randy P. Warden,
Executive Director



London Professional Fire Fighters Association

Morally Sound, Legally Defensible, Reasonably Practicable



Glen,

The London Professional Fire Fighter's Association, Local 142 does not have standing in how the Corporation decides what to do with their properties.



However, the Association is very pleased to hear there may be potential for any past member, who has paid the ultimate sacrifice in the line of duty, to be recognized by the city.

IAFF Local 142

I am positive that any of the families of any of our fallen would be honoured to have their loved one recognized.

**111 Waterloo St.
Unit 205
London, Ont.
N6B 2M4
Phone: 519-434-7211
Fax: 519-434-8036
londonfire@rogers.com**

The Association will always be supportive of initiatives that honour our fallen and support their families.

Kind regards,

OFFICERS

**Jason Timlick
President
LPFFA, Local 142**

**President
Jason Timlick
Cell: 226-919-8243
jtimlick_lpffa@rogers.com**

**Vice-President
Corey Thompson
Cell: 519-852-3909
cthompson_lpffa@rogers.com**

**Secretary
Randy Evans
Cell: 519-520-2555
RandyMJEvans@outlook.com**

**Treasurer
Phill King
Cell: 519-868-9342
phillk@sympatico.ca**

**Executive Officer
Tom Nicholson
Cell: 226-268-0185
tomnicholson50151@gmail.com**

**Executive Steward
James McKinnon
Cell: 519-777-1678
Jmckinnon.lpffa@gmail.com**



926 Leathorne St.,
London, ON
N5Z 3M5

t. 519.659.4045
f. 519.439.4170

February, 2019

Community and Protective Services Committee
City Hall
300 Duffering Ave.
London, Ontario

RE: NAMING OF # 4 FIRE STATION AFTER PETER HARDING

As an entire London Food Bank organization, we wish to strongly endorse the initiative to have #4 fire station on Colborne Street named after former Deputy Chief Peter Harding.

I was working at Central Fire Station in 1986 and Peter Harding (my captain at the time) was the very first person I spoke with regarding establishing a food bank in London, Ontario. Peter was not only supportive, but worked through the fire chief and City administration at the time to open up all the fire stations in the city for the collection of donated goods. He also incorporated the services of St. John Ambulance (as their superintendent at the time) to do the pick ups at the stations and deliver the food to the London Food Bank warehouse.

The link between the London Food Bank, the London Fire Services, and the London Professional Firefighters Association is indelible and long-lasting. Much of that was due to Mr. Harding's relationship with all the various groups involved in making sure that hungry families received the food they required.

Peter Harding was our very first board member and remained with us for our entire time as an organization. He also served as our board chair for 20 years of our 32-year operation.

It remains impossible for us to think of the London Food Bank's success over the years without linking it directly with the remarkable efforts of Peter Harding. He represented our city at its very best and left a permanent influence on our organization. I can, as a former colleague, attest to the fact that #4 station on Colborne Street was his favourite of all the fire halls. Our entire board, our large volunteer base, and all of our staff endorse the naming of the fire station after one of London's greatest citizens.

Respectfully submitted,

A handwritten signature in black ink, which appears to read "Glen Pearson". The signature is written in a cursive style and is positioned above a horizontal line.

Glen Pearson
Co-Director
London Food Bank

Dear Mayor Ed Holder,

I am writing to you today in hopes that you can help me accomplish a goal that I recently set for myself.

"A hero is someone who has given his or her life to something bigger than oneself." Joseph Campbell

Last Saturday, December 8, 2018 the City of London quietly laid to rest a true hero; a man I know you had the pleasure of working with during your time as a board member of St. John Ambulance London-Middlesex.

W. Peter Harding KStJ served 38 years on the City of London Fire Department before retiring as a Deputy Chief in 1998. Chief spent 10 years working on a busy rescue truck responding to countless emergencies all over this city. He was a natural leader and those serving under Peter did so without question.

Peter joined St. John Ambulance in 1967 and held the position of Corps Superintendent for the last 18 years of his time there before retiring in 2007. In his role Peter was played a part in nearly every disaster experienced in Ontario and even outside of our city and province. Peter responded or oversaw countless numbers of requests for assistance from London Police Service, London Fire Department and other agencies. As an integral part of St. John Ambulance's Emergency Services Support Team, Peter assisted with the evacuation of Mississauga in 1979, train derailments in Hyde Park, Komoka, Pickering, Melbourne, Kerwood, Newbury and Chatham, tornadoes in Reeces Corners and Barrie in addition to the big Quebec ice storms. St. John was there to provide canteen services, communications support and even scene lighting for front line emergency workers so that they could focus on serving the public.

Peter was a founding board member of the London Food Bank with fellow firefighter Glen Pearson. He spent many years dedicated to growing the service so that it could reach those Londoners in need. Peter was sure to include the St. John Ambulance volunteers who still currently assist the London Food Bank by picking up donations from grocery stores and fire halls throughout the city.

Peter was also a Deputy Grand Knight of the Knights of Columbus Brand #13404 and first vice president of the Irish Benevolent Society's London chapter from 2013-2014.

Peter was a true hero. He dedicated his entire life to the service of this city. It may sound cliché but he was the type of person who would give you the shirt off his own back. He constantly spent his own money on equipment and supplies that were used to help others. He oversaw the creation of London Search and Rescue, a group who continue to faithfully serve the City of London. He was the glue that held the London branch together and his retirement left a void no single person could fill. His work ethic and dedication was imparted on hundreds of cadets and members who had the pleasure of working with him and calling him friend.

This brings me to my goal. Peter deserves to be recognized for everything he did in service of this city. With the proposed new Fire Hall at Hamilton Rd and Old Victoria Rd coming before City Council over the coming months, I was hoping you would be willing to get behind my push to have the new hall named in Peter's honor. It is an honor that he would tell you he doesn't deserve but I can think of no better way to honor a great man, dedicated volunteer and as I said, true hero to this city. It takes a lot of courage to overcome your fear and jump head first into a dangerous situation to save others. Peter deserves any and every accolade that can be afforded to him even though he himself would say otherwise.

Thank you for taking time to read my email and I appreciate any and all help that you can offer to help me accomplish this or to honor him in some other way.

Sincerely,

Chris Swanton

Community Safety and Crime Prevention Advisory Committee

Report

2nd Meeting of the Community Safety & Crime Prevention Advisory Committee
February 28, 2019
Committee Room #5

Attendance PRESENT: L. Norman (Chair), B. Hall, M. Melling, L.-A. Pizzolato, B. Rankin, M. Sherritt, B. Spearman and L. Steel and H. Lysynski (Secretary)

ALSO PRESENT: R. Brittan, K. Dickens, T. MacDaniel, D. MacRae, C. Smith, J. Walter and R. Wilcox

ABSENT: J. Bennett, I. Bielaska-Hornblower and S. Davis

The meeting was called to order at 12:15 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 Informed Response Project

That the Municipal Council BE REQUESTED to adopt the recommendations in the Middlesex-London Community Drug and Alcohol Strategy: A Foundation For Action, September, 2018; it being noted that the Community Safety and Crime Prevention Advisory Committee heard a verbal presentation from Dr. C. Mackie, Medical Officer of Health and Chief Executive Officer, Middlesex-London Health Unit, with respect to the Informed Response project.

2.2 Neighbourhood Watch Transition Plan

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal presentation from C. Smith, Manager IV, Neighbourhood Strategic Initiatives and Funding with respect to the Neighbourhood Watch Transition Plan.

2.3 Strategic Plan Engagement

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard the attached presentation from R. Wilcox, Director, Community and Economic Innovation, with respect to the City of London Strategic Plan 2019-2023.

3. Consent

3.1 1st Report of the Community Safety and Crime Prevention Advisory Committee

That it BE NOTED that the 1st Report of the Community Safety and Crime Prevention Advisory Committee from its meeting held on January 24, 2019, was received.

4. Sub-Committees and Working Groups

4.1 2019 Community Safety Week

That L. Norman, Chair, Community Safety and Crime Prevention Advisory Committee and L. Steel, Chair, 2019 Community Safety Week, BE ALLOWED to prepare letters to the Mayor, the London Police Service, the London Fire Department, the London Middlesex EMS, the Thames Valley District School Board and the London District Catholic School Board, asking to have representatives of their organizations attend events during the 2019 Community Safety Week; it being noted that the 2019 Community Safety Week is being held during Emergency Preparedness Week in May, 2019.

5. Items for Discussion

5.1 London Fire Department Statistics

That consideration of the London Fire Services statistics by D. Lebold BE POSTPONED to the next meeting of the Community Safety and Crime Prevention Advisory Committee, as Ms. D. Lebold was unable to attend this meeting.

6. Deferred Matters/Additional Business

None.

7. Adjournment

The meeting adjourned at 1:30 PM.



City of London Strategic Plan 2019-2023



Community Safety and Crime Prevention Advisory Committee
February 28, 2019

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What is the Strategic Plan?

- Council's Strategic Plan...
 - Identifies a **shared vision, mission, and strategic areas of focus** in order to guide the work of Council and Administration over the Council term.
 - Is a **directional document** which guides the work of the Corporation of the City of London, including Council, Administration, and the City's agencies, boards and commissions over the next four years.
 - Is **deliberately connected** with the 2020-2023 Multi-Year Budget
 - Is focused specifically on **strategic directions** that will be implemented in the next four years

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Strategic Plan Approach



Vision Sets direction	Mission Articulates purpose
Values Expresses how the corporation operates	
Strategic Areas of Focus Articulates where to focus over the next four years	
Outcomes Identifies the intended change to be accomplished	
Expected Results Identifies the required change to achieve the outcome	
Strategies Identifies the specific actions to take in order to achieve the expected result and outcome	
Metrics Identifies the aggregate, quantifiable measure(s) that is used to track performance, process, or behaviour	



Strategic Plan Components

Vision, Mission, and Values

- The **Vision** sets the direction for the organization
- **Mission** articulates purpose
- **Values** express how the corporation operates

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Strategic Plan Components

Outcomes and Expected Results

- **Outcomes** identify what we want to accomplish
- **Expected Results** identify the change required to achieve the outcome

The Outcomes and Expected Results should reflect the outcomes we want to accomplish for the community in the next four years.

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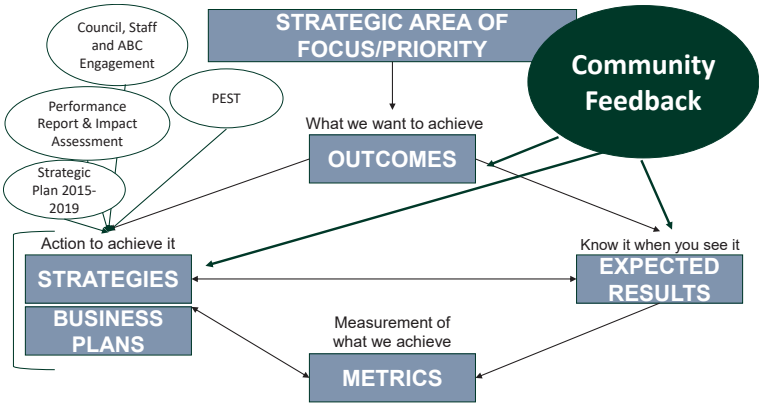


Strategic Plan Components

Strategies

- **Strategies** are the specific actions that will be taken in order to achieve the outcomes and expected results
- These are the actions we will take in order to move our city forward over the next four years

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7



How Community Feedback will be Used

- Throughout the month of February, feedback will be collected from residents both online and in person at various events across the city, including this one!
- All feedback will be compiled and shared with Council at the **March 4th Strategic Priorities and Policy Committee meeting** to help Council set the Vision, Mission, and Values, as well as the Outcomes, Expected Results, and Strategies, in order to develop and finalize the 2019-2023 Strategic Plan

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Share Your Feedback



We want to know what is important to you. Ways to share your feedback include:

- <http://getinvolved.London.ca/StratPlan>
- Paper surveys (please return to City Hall Lobby front counter c/o Rosanna Wilcox)

Deadline for feedback is February 28, 2019

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Thank you!

Animal Welfare Advisory Committee

Report

3rd Meeting of the Animal Welfare Advisory Committee
March 7, 2019
Committee Room #4

Attendance PRESENT: W. Brown (Chair), K. Ashe, H. de Hoog, A-M. Evans, A. Hayes, P. Lystar, D. Simpson and M. Toplak and H. Lysynski (Acting Secretary)

ABSENT: M. Morris

ALSO PRESENT: R. Oke

The meeting was called to order at 5:03 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

None.

3. Consent

3.1 2nd Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on February 7, 2019, was received.

4. Sub-Committees and Working Groups

4.1 (ADDED) Sub-Committee Update

That it BE NOTED that the Animal Welfare Advisory Committee heard a verbal update from W. Brown with respect to the Sub-Committee meeting; it being noted that progress was made on a number of items including mobile and private zoos.

5. Items for Discussion

5.1 Chaining/Tethering of Dogs

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion and established an online working group using Google docs, with respect to the chaining/tethering of dogs.

5.2 2019 Work Plan

That the following actions be taken with respect to the Animal Welfare Advisory Committee Work Plan:

- a) the attached 2019 Work Plan for the Animal Welfare Advisory Committee BE FORWARDED to the Municipal Council for consideration; and,
- b) the attached 2018 Animal Welfare Advisory Committee Work Plan Summary BE FORWARDED to the Municipal Council for information.

5.3 Animal Welfare Advisory Committee Terms of Reference

That the following amendments to the Animal Welfare Advisory Committee Terms of Reference BE REFERRED to the comprehensive Advisory Committee review that is currently being undertaken:

- a) amending the Voting Resource Group to read:
 - i) One representative from each of the following three specific organizations:
 - A) deleting “Animal Rescue Group”;
 - B) deleting “Wildlife Rehabilitation Naturalist”; and
 - C) adding “Pound Service Provider”;
 - ii) under One representative from each of the following general categories:
 - A) deleting “Wildlife rehabilitation including naturalists with either educational credentials or active involvement with wildlife through an organization”; and,
 - B) deleting “Pet Shop Owner”;
 - C) increasing the “Members at Large” from 10 to 12;
 - D) adding “Prior and/or current experience related to wildlife rehabilitation, conservation and wildlife biology”

- b) amending “Qualifications” as follows:

Members shall be chosen for their special expertise, experience, dedication and commitment to the mandate of the Committee. Interested candidates will have the necessary membership, experience, credentials and interest relative to the organization or category that they represent, including, but not limited to:

- a range of background experience ~~operating a domestic animal kennel, a veterinarian clinic, animal rescue program, breeding operation or pet supply store;~~
- ~~regard for the interest of all citizens, respecting that there are very diverse views on animal welfare;~~

6. Deferred Matters/Additional Business

None.

7. Adjournment

The meeting adjourned at 6:33 PM.

Activity	Background	Responsibility	Timeline	Proposed Budget	Strategic Plan Alignment
Municipal Coyote Resource	- Facilitate opportunities for Coyote Watch Canada to work with the Municipality and community stakeholders to develop a resource to support the community to effectively deal with coyote's in the urban community and to support the Humane Wildlife Conflict Policy. - Provide the public and media with accurate coyote information, education and safety guidelines to effectively enhance a sustainable approach while minimizing human and wildlife conflict. Highlighting a Wildlife Strategy Framework (WSF). The four cornerstones of the WSF are Investigation, Education, Prevention and Enforcement. A WSF encourages and supports community wildlife resiliency and presents successful, non-lethal alternatives that are available to every community that are long term, cost effective and that promote safety for children, wildlife and family pets. Coexisting with wildlife and meeting the challenges that are occurring in a community warrant a commitment from all stakeholders.	AWAC Working Group	2018		Strengthening Communities, Health, Safe, 3.E, 5.F
Exemption to the current by-law limit for Class 4 Companion Animals, Class 5 Animals, Class 6 Animals and Tortoises for Rescue Groups	Research the feasibility of an exemption to the current by-law limit for Class 4 companion animals, Class 5 and Class 6 animals and tortoises in authorized rescue groups. This consideration would allow authorized rescue groups to handle a larger number of class 4, 5, 6 animals and tortoises for adoption rather than euthanize, noting that this will support the no kill policy.	AWAC Working Group	Recommendation to CPSC and Council January 2017		Strengthening Communities, Caring and Compassionate Services, 3.E
Animal Care Services - Potential Service Improvements	The AWAC will research best practices in other municipalities including new initiatives, processes and products for enhanced service provision,	London Dog Owners Association	2016 to 2018		- Strengthening Communities, Caring and Compassionate Services, 3.E - Healthy, Safe, 5.F

	promote licensing, return to owner, adoption etc. and provide updates to Civic Administration and Municipal Council to assist with possible new initiatives. • The AWAC will research design strategies for reducing conflict and increase safety for dogs/owners using dog parks. AWAC will provide recommendations to civic administration and municipal council guided by reseach findings.				
Creation of a list of allowable species in the City and a restriction on the sources and sales for specific species (domestic and exotic) from retail stores	• The AWAC will research the practices of other municipalities with respect to restrictions on the sales of specific species from retail stores. These actions would assist with minimizing the local ecological impacts of potential invasive species and the global ecological impact by sourcing species from other countries. (Completed) • As well this would alleviate the pressure on rescue organizations and animal services. (Completed) • Additionally these actions could improve the welfare of many animals.(Completed) • Work with Civic Administration to develop a positive list of animals allowed in the City. (Completed) • AWAC to be available to provide support, and input as needed as it relates to the Business Licensing of Pet Stores Bylaw recommendations endorsed by City Council.	AWAC Working Group	2018		• Strengthening Communities, Caring and Compassionate Services, 3.E
Living With Wildlife – Resources for the Community	• Research best practices to promote peaceful co-existence with wildlife and in accordance with the Humane Urban Wildlife Conflict Policy. • Develop awareness strategies and educational materials to provide the community. • Host a booth for “Go Wild, Grow Wild” in 2019 to educate and disseminate educational materials.	AWAC Working Group	2016 to 2018		• Strengthening Communities, Health, Safe 3.E, 5.F • Building Sustainable City Strong Healthy Environment 3.C
Living With Domestic Animals – Resources for the Community	• Develop educational materials (in cooperation with Civic Administration) to provide the community with information about caring for domestic and	AWAC Working Group	2018		

	companion animals. (eg choosing the right animal, care of pets, safety, etc) • Host a booth for “Go Wild, Grow Wild” in 2019 to educate and disseminate educational materials.				
Development of a Communication Strategy	• Work with the local Libraries and school boards to distribute wildlife and companion animal educational awareness strategies and materials. • Work with Civic Administration to distribute wildlife and companion animal educational awareness strategies and materials online and at city facilities.	AWAC Working Group	2018		
Wildlife Control Practices	• Work with Civic Administration to ensure that tenders be awarded to service providers based on their compliance with the City of London’s Humane Urban Wildlife Conflict Policy. • Follow up with city staff regarding tree trimming protocols endorsed by the city to understand what outcomes have been implemented. AWAC to offer to provide input and support if needed. Provide education and incentives to London residents regarding strategies for reducing bird window strikes using a variety of media and public awareness platforms such as “Go Wild Grow Wild” expo.	AWAC Working Group	2018		• Strengthening Communities, Health, Safe 3.E
Travelling Zoos	• By-law recommendations regarding travelling zoos				
Dog Influenza	• Educating dog owners of the risks of their dogs contracting dog influenza				
Animals in Cars During Summer Months – Public Awareness Campaign	• Educating the public about not leaving animals in cars during the summer, even for a few minutes, including, but not limited to, a media blitz and getting information to all households; • Approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices;	AWAC Working Group	Ongoing		

	- Approaching Councillors and rescue agencies with a request to put the information on Facebook and Twitter; and, - Getting the message out that an animal only has minutes if left in a hot car and immediate action is required.				
COMPLETED ITEMS:					
Bird Friendly Guidelines as it relates to urban design and development and light pollution	- Working with EEPAC and ACE to create recommendations for the development of a policy with respect to urban design and development as it relates to glass applications and light pollution for reducing migratory bird deaths. - Provide research of current practices in other municipalities with respect to window treatments and lighting and dark skies initiatives - This will assist in reducing bird strikes and bird mortality and prevent disruption of migration. - Continue to work with EEPAC and ACE to bring recommendations to Civic Administration and City Council. AWAC recommends assisting and supporting city staff and Civic Administration to effectively implement recommendations for urban design and development regarding light pollution and glass applications for reducing migratory bird deaths.	AWAC Working Group	2018	COMPLETED	- Strengthening Communities, Health, Safe 3.E 5.F - Building Sustainable City Strong Healthy Environment 3.C - Growing our Economy 2. Urban Regeneration, C - Building a Sustainable City, 4.C
Springbank Dam	Work with Civic Administration throughout the EA process and beyond to make recommendations to protect Species at Risk, Habitat and Environment.	AWAC Working Group	Ongoing	COMPLETED	

Activity	Background	Responsibility	Timeline	Proposed Budget	Strategic Plan Alignment
Animal Care Services - Potential Service Improvements	- The AWAC will research best practices in other municipalities including new initiatives, processes and products for enhanced service provision, promote licensing, return to owner, adoption etc. and provide updates to Civic Administration and Municipal Council to assist with possible new initiatives. - The AWAC will research design strategies for reducing conflict and increase safety for dogs/owners using dog parks. AWAC will provide recommendations to civic administration and municipal council guided by research findings. - Develop educational materials (in cooperation with Civic Administration) to provide the community with information about caring for domestic and companion animals. (eg choosing the right animal, care of pets, safety, etc) - Host a booth for “Go Wild, Grow Wild” in 2019 to educate and disseminate educational materials.	AWAC Working Group London Dog Owners Association	Ongoing		- Strengthening Communities, Caring and Compassionate Services, 3.E - Healthy, Safe, 5.F
Creation of a list of allowable species in the City and a restriction on the sources and sales for specific species (domestic and exotic) from retail stores	- The AWAC will research the practices of other municipalities with respect to restrictions on the sales of specific species from retail stores. These actions would assist with minimizing the local ecological impacts of potential invasive species and the global ecological impact by sourcing species from other countries. (Completed) - As well this would alleviate the pressure on rescue organizations and animal services. (Completed) - Additionally these actions could improve the welfare of many animals.(Completed)	AWAC Working Group	Ongoing		Strengthening Communities, Caring and Compassionate Services, 3.E

	• Work with Civic Administration to develop a positive list of animals allowed in the City. (Completed) • AWAC to be available to provide support, and input as needed as it relates to the Business Licensing of Pet Stores Bylaw recommendations endorsed by City Council.				
Living With Wildlife – Resources for the Community	• Research best practices to promote peaceful co-existence with wildlife and in accordance with the Humane Urban Wildlife Conflict Policy. • Develop awareness strategies and educational materials to provide the community. • Host a booth for “Go Wild, Grow Wild” in 2019 to educate and disseminate educational materials.	AWAC Working Group	Ongoing		• Strengthening Communities, Health, Safe 3.E, 5.F • Building Sustainable City Strong Healthy Environment 3.C
Living With Domestic Animals – Resources for the Community	MOVED TO ANIMAL CARE SERVICES – POTENTIAL SERVICE IMPROVEMENTS	AWAC Working Group	2018		
Development of a Communication Strategy	• Work with the local Libraries and school boards to distribute wildlife and companion animal educational awareness strategies and materials. • Work with Civic Administration to distribute wildlife and companion animal educational awareness strategies and materials online and at city facilities.	AWAC Working Group	Ongoing		
Wildlife Control Practices	• Work with Civic Administration to ensure that tenders be awarded to service providers based on their compliance with the City of London’s Humane Urban Wildlife Conflict Policy. • Follow up with city staff regarding tree trimming protocols endorsed by the city to understand what outcomes have been implemented. AWAC to offer to provide input and support if needed. Provide education and incentives to London residents regarding strategies for reducing bird window strikes using a variety of media and public awareness platforms such as “Go Wild Grow Wild” expo.	AWAC Working Group	Ongoing		• Strengthening Communities, Health, Safe 3.E

Travelling Zoos	By-law recommendations regarding travelling zoos		Ongoing		
Animals in Cars During Summer Months – Public Awareness Campaign	- Educating the public about not leaving animals in cars during the summer, even for a few minutes, including, but not limited to, a media blitz and getting information to all households; - Approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices; - Approaching Councillors and rescue agencies with a request to put the information on Facebook and Twitter; and, - Getting the message out that an animal only has minutes if left in a hot car and immediate action is required. - Work with local businesses to allow people to bring pets into the business.	AWAC Working Group	Ongoing		
Bird Friendly Guidelines	- Follow-up with any ongoing work. - Potentially partner with other Advisory Committees.				
COMPLETED ITEMS:					
Bird Friendly Guidelines as it relates to urban design and light development and light pollution	- Working with EEPAC and ACE to create recommendations for the development of a policy with respect to urban design and development as it relates to glass applications and light pollution for reducing migratory bird deaths. - Provide research of current practices in other municipalities with respect to window treatments and lighting and dark skies initiatives - This will assist in reducing bird strikes and bird mortality and prevent disruption of migration. - Continue to work with EEPAC and ACE to bring recommendations to Civic Administration and City Council. AWAC recommends assisting and supporting city staff and Civic Administration to effectively implement recommendations for urban design and development regarding light	AWAC Working Group	2018	COMPLETED	- Strengthening Communities, Health, Safe 3.E 5.F - Building Sustainable City Strong Healthy Environment 3.C - Growing our Economy 2. Urban Regeneration, C - Building a Sustainable City, 4.C

	pollution and glass applications for reducing migratory bird deaths.				
Springbank Dam	• Work with Civic Administration throughout the EA process and beyond to make recommendations to protect Species at Risk, Habitat and Environment.	AWAC Working Group	Ongoing	COMPLETED	
Municipal Coyote Resource	• Facilitate opportunities for Coyote Watch Canada to work with the Municipality and community stakeholders to develop a resource to support the community to effectively deal with coyote's in the urban community and to support the Humane Wildlife Conflict Policy. • Provide the public and media with accurate coyote information, education and safety guidelines to effectively enhance a sustainable approach while minimizing human and wildlife conflict. Highlighting a Wildlife Strategy Framework (WSF). The four cornerstones of the WSF are Investigation, Education, Prevention and Enforcement. A WSF encourages and supports community wildlife resiliency and presents successful, non-lethal alternatives that are available to every community that are long term, cost effective and that promote safety for children, wildlife and family pets. Coexisting with wildlife and meeting the challenges that are occurring in a community warrant a commitment from all stakeholders.	AWAC Working Group	2018		• Strengthening Communities, Health, Safe, 3.E, 5.F
Exemption to the current by-law limit for Class 4 Companion Animals, Class 5 Animals, Class 6 Animals and Tortoises for Rescue Groups	• Research the feasibility of an exemption to the current by-law limit for Class 4 companion animals, Class 5 and Class 6 animals and tortoises in authorized rescue groups. This consideration would allow authorized rescue groups to handle a larger number of class 4, 5, 6 animals and tortoises for adoption rather than euthanize, noting that this will support the no kill policy.	AWAC Working Group	Recommendation to CPSC and Council January 2017		• Strengthening Communities, Caring and Compassionate Services, 3.E

Dog Influenza	Educating dog owners of the risks of their dogs contracting dog influenza						
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DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of March 11, 2019

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<u>Request for Naming of Vimy Ridge Park</u> That the following actions be taken with respect to the request for naming of Vimy Ridge Park: a) the Civic Administration BE REQUESTED to complete appropriate stakeholder consultation and report back to the Community and Protective Services Committee (CPSC), as soon as possible, with respect to a location that would be adequate and a suitable Vimy Ridge commemorative location, including the necessary budget; b) the request to name a parcel of land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street, "Vimy Ridge Park" BE REFERRED to a future meeting of the CPSC when the above-noted information is available related to this matter; and, c) the Civic Administration BE DIRECTED to make the necessary arrangements for the land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street to be designated as the temporary "Vimy Ridge Park" until such time as the actions outlined in a) and b) have been completed and a permanent "Vimy Ridge Park" has been established.	February 22, 2017	TBD	J.M. Fleming	
2.	<u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018: a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being	February 21, 2018	TBD	C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and,				
3.	<u>Salvation Army Commissioning</u> That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.	March 20, 2018	TBD	S. Stafford	
4.	<u>4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> c) the City Clerk BE REQUESTED to undertake a review of the potential provision of child minding for Advisory Committees and to report back to the appropriate standing committee	April 4, 2018	2018	B. Coxhead C. Saunders	
5.	<u>7th Report of the Accessibility Advisory Committee</u> That the following actions be taken with respect to the 7th Report of the Accessibility Advisory Committee from its meeting held on July 26, 2018: a) the motion from the Policy Sub-Committee report, from the meeting held on July 10, 2018, with respect to Municipal Council being requested to fully endorse the Outdoor Event Guide, in its entirety, and require that all events held on city-owned land be required to implement all points BE REFERRED to the Civic Administration for review and a report back to the Community and Protective Services Committee in enough time for possible implementation prior to the next events season;	August 14, 2018	TBD	J.P. McGonigle	
6.	<u>Mayor's Meeting With the Accessibility Advisory Committee – Update</u>	August 14, 2018	TBD	L. Livingstone S. Datars Bere	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his meeting on June 28, 2018 with members of the Accessibility Advisory Committee: b) the remainder of the above-noted correspondence BE REFERRED to the Civic Administration in order to report back to the Community and Protective Services Committee as soon as possible related to the request(s), including, but not limited to, potential timelines and resource implications.			C. Saunders G. Kotsifas J. Fleming S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon	
7.	<u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u> That, on the recommendation of the Director of Community and Economic Innovation, with the concurrence of the City Manager, the following actions be taken with respect to the municipal implementation of legalized cannabis: d) the Civic Administration BE DIRECTED to continue monitor impacts associated with recreational cannabis and report back to the Community and Protective Services Committee no later than April 2020	December 10, 2018	TBD	R. Wilcox M. Hayward	
8.	<u>Administrative Monetary Penalty By-law</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to an Administrative Monetary By-law: d) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with information following the initial 12 month implementation period; e) the Civic Administration BE REQUESTED to report back after the 12 month period with respect to proposals for implementing the Administrative Monetary Penalty System for other by-laws and what the financial implications would be; f) the Civic Administration BE REQUESTED to investigate and report back to the Community and Protective Services Committee, as soon as possible, with	December 10, 2018	TBD	G. Kotsifas A. Drost	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	available technology options to limit barriers to people living with disabilities;				
9.	<u>Towing Services Review</u> That the communication, as appended to the agenda, from Councillor S. Lewis, with respect to a request for a draft by-law related to the towing industry, BE REFERRED to the Civic Administration for a review and consultation with the industry as well as with law enforcement agencies, including the London Police Service and Ontario Provincial Police, along with a report back to the Community and Protective Services Committee as to whether or not a by-law is required; it being noted that the delegation requests from T. Whitworth and F. Ibrahim, as included on the Added Agenda, will be referred to the above-noted consultation.	January 22, 2019	TBD	G. Kotsifas O. Katolyk	