

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 20 , 2017</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>LONG TERM CARE SERVICE AGREEMENT WITH LIFELABS FOR THE PROVISION OF LABORATORY SERVICES AT THE DEARNESS HOME</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Administrator, Dearness Home and with the concurrence of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of June 26, 2017:

- a) **TO APPROVE** the Long Term Care Services Agreement (attached as Schedule 1) to be entered into between The Corporation of the City of London and Lifelabs, 100 International Blvd., Toronto, Ontario, M9W 6J6.
- b) **TO AUTHORIZE** the Mayor and the City Clerk to execute the Agreement in (a) above.
- c) **TO AUTHORIZE** Civic Administration to undertake all administrative acts in connection with the Agreement.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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None

<b>BACKGROUND</b>
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The Ministry of Health and Long Term Care provides funding to the City for various transfer payment programs applicable to Dearness Home through a Direct Funding Agreement. The transfer payments are provided where the Ministry determines that the operator is eligible for the funds in accordance with applicable Ministry policies as defined in the Agreement. Laboratory services funding is one of the transfer payment programs under this agreement and the applicable policy defined in the Direct Funding Agreement is the Laboratory Services Funding Guidelines, May 2011.

This service is considered a “medical service” and therefore is not subject to the Procurement of Goods and Services Policy as outlined in Schedule B, article 7 of the Policy. Lifelabs has been the provider of laboratory services at the Dearness Home for several years and management at the Home are happy with the level and quality of service provided. Administration is therefore recommending a continuation of this service arrangement through the approval of the attached Agreement.

In accordance with the funding guidelines the City is required to have a written contract with the service provider of laboratory and phlebotomy services. The contract must specify various details such as: costs for services; supplies to be provided; frequency of service; methods and timelines of reporting; reports on any infection control issues identified; and contacts and timelines for resolution of issues. Execution of the attached Agreement with Lifelabs will ensure that the Dearness Home continues to be eligible for this funding under our Direct Funding Agreement with the Ministry of Health and Long Term Care.

It is noted that the Agreement contains the following Indemnity Clause:

- 11.1 Lifelabs and Facility as “Indemnitor” will each defend and indemnify the other party and hold the other party harmless, from and against all claims, demands, suits, losses, costs, damages and expenses that the other party may sustain or incur by reason of:

- (a) Any breach of this Agreement by the Indemnitor for who the Indemnitor is at law responsible;
- (b) The acts or omissions of the Indemnitor, or any person for whom the Indemnitor is at law responsible including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (c) Any claim or finding that the Indemnitor or persons for whom the Indemnitor is at law responsible and employees of, or are in any employment relationship with, the other party or are entitled to any Employment Benefits of any kind; or,
- (d) Any liability on the part of the other party, 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, by virtue of any of the following being considered to be an employee of the other party, from the Indemnitor Personnel, or others for whom the Indemnitor is at law responsible.

Lifelabs is unwilling to waive or modify this indemnity provision. In the opinion of Risk Management, the City is exposed to risk through the indemnity provision, however the benefits of service warrant the acceptance of the provision.

<b>FINANCIAL IMPACT</b>
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Charges for laboratory and phlebotomy services amount to approximately \$13,000 annually. Invoices are paid monthly by the Dearness Home and submitted quarterly to the Ministry of Health and Long Term Care for reimbursement. There is no net financial impact on the Home's budget for these services.

**ACKNOWLEDGEMENT:** This report was prepared with the assistance of Janice Brown, Financial Business Administrator and Nora Rexhvelaj, Manager of Accounting and Reporting.

<b>SUBMITTED BY:</b>	
<b>EILEEN MARION BELLEMARE          ACTING DIRECTOR OF CARE          DEARNESS HOME</b>	
<b>RECOMMENDED BY:</b>	<b>CONCURRED BY:</b>
<b>BRAD HALL          ACTING ADMINISTRATOR          DEARNESS HOME</b>	<b>SANDRA DATARS BERE          MANAGING DIRECTOR          HOUSING, SOCIAL SERVICES AND          DEARNESS HOME</b>

cc: K. Murray, Manager Financial & Business Services  
 L. Marshall, Solicitor  
 J. Wills, Risk Management  
 J. Brown, Financial Business Administrator  
 N. Rexhvelaj, Manager Accounting & Reporting

Appendix A

Bill No.  
2017

By-law No.

A By-law to approve a Long-Term Care Service Agreement between The Corporation of the City of London and LifeLabs.

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 Corporation of the City of London (the "City") has established and maintains a municipal long-term care home under the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8, known as the "Dearness Home";

AND 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 Long-Term Care Service Agreement to be entered into between The Corporation of the City of London and LifeLabs regarding services to be provided to the residents of Dearness Home 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 , 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -

## Schedule 1

### LTC SERVICE AGREEMENT

This Agreement made as of the first day of July, 2017

BETWEEN the Corporation of the City of London

(herein after referred to as "Facility ") and LifeLabs LP ("LifeLabs" )

#### ARTICLE 1- - BACKGROUND

- 1.1.1 The Facility through the John Dearness Home Long Term Care, is engaged in the provision of long term residential health care and support services to Residents residing in the Facility through funding received from the Ministry of Health and Long Term Care for the Province of Ontario.
- 1.1.2 In order to provide such long term residential health care and support services, the Facility wishes to contract for certain Services to be provided to its Residents.
- 1.3 LifeLabs shall provide the Service set out in Schedule A to the Residents of the Facility and the Facility shall pay LifeLabs the Fees as set out in Schedule B.

#### BUSINESS TERMS AND CONDITIONS

The Parties agree as follows:

#### ARTICLE 2 - DEFINITIONS AND INTERPRETATIONS

- 2.1 The following words and phrases shall have the meanings set out below:
  - (a) "Agreement" means this Agreement, including any schedules, as amended in writing;
  - (b) "Business Day" means any day, other than a Saturday, Sunday or Statutory Holiday;
  - (c) "Business Hours" means Monday to Friday;
  - (d) "Confidential Information" means all information, knowledge or data furnished by one Party to the other Party of an intellectual, technical, scientific, commercial, financial or industrial nature including all medical and patient records and records of personal health information as defined in Ontario's *Personal Health Information Protection Act*;
  - (e) "Confirmation Fax-On Site Laboratory Form" ("Confirmation Fax") means the LifeLabs Requisition for On Site Laboratory Services form as attached as Schedule D;
  - (f) "Fees" means the Fees set out in Schedule B;
  - (g) "including" means including without limitation;
  - (h) "LifeLabs Personnel" means an employee, independent contractor or Subcontractor of LifeLabs providing Services ;

- (i) "Ministry" and "MOH" means the Ministry of Health and Long Term Care;) Ministry Requisition" means the Ministry's Laboratory Requisition form that will be completed by the requisitioning physician for Service to be provided to a Resident as attached as Schedule E;
- (j) "MLPT" means a certified Mobile Laboratory Patient Technician who attends at the Facility to provide Service to a Resident;
- (k) "Notice" has the meaning set out in Section 15.1;
- (l) "Parties" means the Facility and LifeLabs collectively, and "Party" means either individually;
- (m) "Patient" referred to in Schedule D is the same as the term Resident in this Agreement;
- (n) "Personal Health Information" shall have the meaning given in Section 4(1) of Ontario's Personal Health Information Protection Act, 2004;
- (o) "Resident" or "Residents" means the individual determined by the Facility to require Service from LifeLabs;
- (p) "Service" means those services as set out in Schedule A;
- (q) "Service Day" means those services as set out in schedule G
- (r) "Statutory Holiday" means New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day; and
- (s) "Term" is defined in Section 3.1.

**2.2** The following are schedules to this Agreement;

- Schedule A: Services
- Schedule B: Fees
- Schedule C: Requirements for Long Term Care Facilities
- Schedule D: Confirmation Fax-On Site Laboratory Form
- Schedule E: MOH Requisition Form and Instructions
- Schedule F: LifeLabs Community Protocol for the Reporting of All Test Results
- Schedule G: Facility, Locations, Current Services Dates

**ARTICLE 3- TERM**

- 3.1 **Term.** The term of this Agreement shall commence as of the date first above written and shall continue for a period of 3 year(s), subject to earlier termination pursuant to Article 6 (the "Term").
- 3.2 **Service Day.** LifeLabs will provide Service to Residents on the Service Day agreed to by Facility and LifeLabs.

**ARTICLE 4- SERVICES AND REPORTING**

- 4.1 As set out in greater detail in Schedule A, LifeLabs shall:

- (a) Attend at the Facility during regular Business Hours on the Service Day to provide Service to Residents at the Facility;
- (b) Provide transportation and testing with respect to the specimens collected;
- (c) Provide timely reporting of test results as set out in Schedule F;
- (d) Provide a contact to the Facility with respect to any matters pertaining to this Agreement; and
- (e) Pick up samples for testing at the Facility outside of the Service Day, only if it is possible to accommodate the request, subject to additional charges for unscheduled courier services as set out in Schedule B.

4.2 The Facility shall:

- (a) Ensure that the Confirmation Fax and corresponding MOH Requisition Forms are completed prior to LifeLabs's scheduled visit and left in one central location; a registered Facility staff member will greet the LifeLabs Personnel on the Service Day and respond to questions as required
- (b) 24-48 hours prior to the Service Day fax to LifeLabs the Confirmation Fax Form which lists the Residents' name, test and special requirements. Facility will request or schedule up to the maximum number of Residents to receive Service that will be within the "+ or .5" rule based on the previously established maximum threshold per Service Day
- (c) Schedule any additional Residents in excess of the established maximum threshold for the next Service Day;
- (d) Ensure that the Requirements attached as Schedule C are followed;
- (e) provide LifeLabs with a contact at the Facility for any matters pertaining to Service; and
- (f) Provide parking for LifeLabs' Personnel and couriers at no cost to LifeLabs; If the above requirements are not met by Facility, the Resident(s) will receive Service on the next Service Day; to reduce the risk of errors

4.3 **Exclusivity.** There will be no redirection, in whole or in part, of the Services by the Facility to an alternate provider except as mutually agreed by LifeLabs and the Facility, for example, in case of emergency.

**ARTICLE 5- FEES**

- 5.1 The Facility will pay to LifeLabs the applicable fees set out in Schedule B only for those Services that have been performed by LifeLabs.
- 5.2 LifeLabs shall submit invoices to the Facility by the 15th day of the month which follows the month in which the Service was performed.
- 5.3 The Facility shall pay all invoices promptly upon receipt.

**LEGAL TERMS AND CONDITIONS**

**ARTICLE 6- TERMINATION**

- 6.1 **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated prior to the expiration of the Term, only as follows:
- (a) immediately by one Party (the Terminating Party) upon a material breach of this Agreement by the other Party (the “Breaching Party”) where such material breach is not remedied to the reasonable satisfaction of the Terminating Party within thirty (30) days after Notice of such breach has been given by the Terminating Party to the Breaching Party;
  - (b) on ninety (90) days’ Notice in the event of enactment of legislative changes, decisions or directive of the Ministry or regulatory body having jurisdiction that:
    - (i) requires termination of this Agreement; or
    - (ii) results in the closure of all or a substantial portion of the Facility.
  - (c) on ninety (90) days’ Notice by Facility for any reason
- 6.2 **Effects of Termination.** In the event of termination of this Agreement, the Facility shall promptly pay to LifeLabs any Fees and other amounts owing with respect to Service provided up to and including the effective date of termination. The Facility shall promptly return to LifeLabs any materials, supplies and equipment belonging to LifeLabs. Each Party shall provide reasonable cooperation and assistance in the orderly transfer of the Service in the event of termination.

#### **ARTICLE 7- STANDARDS AND LICENSING**

- 7.1 LifeLabs has posted on its website, [www.lifelabs.com](http://www.lifelabs.com), its Quality Management Program and will ensure that the standards of quality meet the standards established by the Ministry in the Quality Management Program Laboratory Services (“QMP-LS”).
- 7.2 LifeLabs shall maintain all approvals and licenses required to provide the Service throughout the Term.

#### **ARTICLE 8- EMPLOYEES OF LIFELABS**

- 8.1 LifeLabs confirms that the LifeLabs Personnel who provide Service are duly qualified in accordance with the regulations of the Laboratory and Specimens Collection Centre Licensing Act, R.S.O. 1990, c. L.1 and are capable of delivering the Service in accordance with the terms and conditions of this Agreement.
- 8.2 All LifeLabs Personnel must present photo identification bearing LifeLabs’ name before providing Service to Residents.
- 8.3 LifeLabs confirms that LifeLabs Personnel receive ongoing annual flu shots. LifeLabs confirms that LifeLabs Personnel follow the LifeLabs immunization policy. At the time of

hire LifeLabs screens new LifeLabs Personnel for tuberculosis status, criminal reference checks and vulnerable sector screenings.

- 8.4 LifeLabs confirms that all LifeLabs Personnel will comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including the Long-Term Care Homes Act, 2007 and its regulations, and all applicable municipal by-laws

#### **ARTICLE 9- DISPUTE RESOLUTION**

- 9.1 **First level Dispute Resolution.** All matters to be decided by the Parties under this Agreement and all disputes which may arise with respect to any matter governed by this Agreement shall first be mutually decided or resolved by LifeLabs' Manager Client Services ("Manager Client Services") and the Director of Care of the Facility or their respective delegates. One Party may send a Notice, which shall detail the nature of the dispute and any section of this Agreement that is alleged to be in default, to the Manager Client Services or the Director of Care of the Facility, or their respective delegates, as the case may be, requiring that such individuals meet within thirty (30) days under this section 9.1.
- 9.2 **Reference to Senior Management.** If the Manager Client Services and the Director of Care of the Facility are unable to resolve any dispute referred to them within thirty (30) days of such referral, the matter shall be referred by a Notice sent to the Administrator of the Facility and LifeLabs Client Service Director or their respective delegates.

#### **ARTICLE 10- ENVIRONMENTAL**

- 10.1 LifeLabs acknowledges that it is responsible for the disposal of biohazardous waste products it uses in providing the Service in accordance with applicable environmental laws and regulations.

#### **ARTICLE 11 .INDEMNITY**

- 11.1 LifeLabs and Facility as "Indemnitor" will each defend and indemnify the other party and hold the other party harmless, from and against all claims, demands, suits, losses, costs, damages and expenses that the other party may sustain or incur by reason of:
- (a) any breach of this Agreement by the Indemnitor for whom the Indemnitor is at law responsible;
  - (b) the acts or omissions of the Indemnitor, or any person for whom the Indemnitor is at law responsible including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;



- (c) any claim or finding that the Indemnitor or persons for whom the Indemnitor is at law responsible are employees of, or are in any employment relationship with, the other party or are entitled to any Employment Benefits of any kind; or,
- (d) any liability on the part of the other party, 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, by virtue of any of the following being considered to be an employee of the other party, from the Indemnitor Personnel, or others for whom the Indemnitor is at law responsible.

#### **ARTICLE 12- INSURANCE**

- 12.1 During the Term, both Parties will maintain the following insurance coverage, with the other Party to be named as an additional insured party under such policies. All policies will include a thirty (30) days' notice of cancellation clause, owners and contractors protective, cross-liability clause and severability of interest clause.
- 12.2 In the case of LifeLabs, commercial general liability insurance in an amount of not less than \$5,000,000 on an occurrence basis; medical malpractice and professional liability (errors and omissions) insurance in an amount of not less than \$2,000,000 on a claims made basis and automobile liability insurance with limits of not less than \$2,000,000 per accident.
- 12.3 In the case of the Facility, commercial general liability insurance in an amount of not less than \$5,000,000 on an occurrence basis; and medical malpractice and professional liability (errors and omissions) insurance in an amount of not less than \$2,000,000 on a claims made basis.
- 12.4 The policies shown above will not be cancelled unless the insurer notifies the relevant additional insured in writing at least thirty (30) days prior to the effective date of cancellation. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as it may reasonably require from time to time during the Term. LifeLabs shall not commence work until such time as satisfactory evidence of insurance has been filed with, and approved by the City. LifeLabs shall further provide that evidence of continuance of said insurance is filed at each policy renewal date for the Term.

#### **ARTICLE 13- CONFIDENTIALITY AND PRIVACY**

- 13.1 Subject to the *Municipal Freedom of Information and Protection of Privacy Act* and the *Municipal Act, 2001*, both Parties will keep the Confidential Information confidential, use the Confidential Information only as such Party is required or allowed to use the

Confidential Information in connection with this Agreement, not use the Confidential Information after the termination of this Agreement for any reason and not disclose any Confidential Information to any Person in any manner whatsoever, except to a Party's employees, Municipal Council or agents who have a need to know the Confidential Information to perform their obligations under this Agreement and who are advised of the confidential nature of the Confidential Information and will be bound by these confidentiality provisions. Confidential Information shall not include information that is:

- (a) or becomes publicly available through no fault of the recipient Party;
- (b) demonstrated as already in the rightful possession of the recipient Party prior to its receipt from the disclosing Party;
- (c) demonstrated as independently developed by the recipient Party;
- (d) rightfully obtained by the recipient Party from a third party;
- (e) disclosed with the written consent of the disclosing Party; or
- (f) disclosed pursuant to court order or other legal compulsion.

13.2 LifeLabs shall keep Residents' Personal Health Information and personal information (as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56) confidential, and will only use any such information as is required or allowed in connection with this Agreement. LifeLabs shall not use the Personal Health Information nor the personal information after the termination of the Agreement for any reason, and during the Term shall not disclose the information to any person in any manner whatsoever except to LifeLabs Personnel or agents who have a need to know the information to perform their obligations under this Agreement and if same is in accordance with the Personal Health Information Protection Act, 2004, and except as otherwise required by law or an order of the court. LifeLabs shall have LifeLabs Personnel or agents comply with these confidentiality provisions.

13.3 The Parties acknowledge that the collection, use and disclosure of Personal Health Information pursuant to this Agreement shall be handled in accordance with Ontario's Personal Health Information Protection Act, 2004, and any other applicable laws regarding the handling of personally identifiable information. The Facility has the right to review LifeLabs' privacy and security safeguards to ensure compliance with applicable legislation.

13.4 LifeLabs acknowledges the Facility is subject to the MFIPPA.

#### **ARTICLE 14- NON-PERFORMANCE**

14.1 In the event of an inability or failure by a Party to perform any covenant, agreement or obligation in this Agreement, except any payment obligation, by reason of fire, storm, explosion, accident, strike, lockout, work stoppage or slow-down, act of god, any act of government, expropriation or any other occurrence which is beyond the reasonable control of the defaulting Party (an "Event of Force Majeure"), then such Party shall not be liable to the other Party during the period of and to the extent of such inability or failure, nor shall it be considered in default of such Party's applicable obligations. For greater certainty,

- (a) lack of funds will not constitute an Event of Force Majeure, and
- (b) the Facility will not be required to pay LifeLabs for Service to the extent that the Service was not performed as a result of an Event of Force Majeure.

#### **ARTICLE 15- GENERAL**

15.1 **Delivery of Notices.** Any notice, direction or instrument required or permitted to be given shall be given in writing (the "Notice").

The Notice shall be:

- (a) mailed postage prepaid by registered mail;
- (b) transmitted by fax; or
- (c) delivered by one Party to the other at the address of the Party set out on the cover page of this Agreement.

The Notice shall be deemed to have been given on the day on which it was delivered or faxed, or if mailed, deemed delivered on the fifth business day following the day after which it was mailed. Either Party may, from time to time, give Notice of any change of their address in the manner provided in this section.

15.2 **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Parties and any reference to the right or obligation of a Party shall be deemed to refer to such successors and assigns to the extent the context requires.

15.3 **Assignment.** This Agreement may not be assigned by either Party except with the prior written consent of the other Party, which consent may be unreasonably withheld.

15.4 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this Agreement.

15.5 **Entire Agreement.** This Agreement, together with the Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter and supersedes all other agreements and understandings.

15.6 **No Amendment.** No amendment, change or modification to the Agreement shall be effective unless in writing and signed by both Parties.

15.7 **Waiver.** Any waiver of the requirements of this Agreement shall be effective only if it is in writing and signed by the Party giving it. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right

15.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

- 15.9 **Independent Contractors.** It is understood that in giving effect to this Agreement, no Party shall be or be deemed a partner, agent or employee of the other Party for any purpose and that their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the Parties. No Party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other Party.
- 15.10 **Not an Agreement of Employment.** LifeLabs acknowledges this Agreement shall in no way be deemed or construed to be an "Agreement of Employment". Specifically, the Parties confirm that it is not intended by this Agreement that LifeLabs nor any person employed by or associated with LifeLabs is an employee of, or has an employment relationship of any kind with the Facility or is in any way entitled to employment benefits of any kind whatsoever from the Facility whether under internal policies and programs of the Facility, 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; the Health Insurance Act, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.
- 15.11 Notwithstanding paragraph 15.10 above, it is the sole and exclusive responsibility of LifeLabs to make its own determination as to its status under the acts referred to above and, in particular, to comply with the provisions of any of the aforesaid acts, and to make any payments required thereunder.

#### **ARTICLE 16 - AODA Training**

- 16.1 LifeLabs shall have all of its LifeLabs Personnel, volunteers, or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the Accessibility for Ontarians with Disabilities Act, 2005 and its regulations.

## SCHEDULE A SERVICES

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### TERMS AND CONDITIONS:

1. **Scheduling.** LifeLabs will attend at the Facility on the Service Day to perform the Service, upon Facility providing 48 hours advanced notice by faxing the Confirmation Fax to your LifeLabs Regional Contact.
2. **Description and Type of Staff Providing Service.** Unless otherwise agreed upon, one Mobile Laboratory Patient Technician ("MLPT") will perform the Service on the Service Day. LifeLabs may provide two MLPTs to a Facility LifeLabs agrees with Facility Representative that the number of Residents and Service requires the additional MLPTs for that Service Day. Facility will pay the additional service Fee for that MLPT.
3. **Related Standards.** For a comprehensive description of existing quality assurance, risk management and occupational health and safety standards and activities, please contact LifeLabs' Customer Care Centre at 1-877-849-3637 or (416) 675-3637 or at its website at [www.lifelabs.com](http://www.lifelabs.com).
4. **Qualifications of the Staff Providing the Service.** LifeLabs' staff undergo a training and competency assessment program approved by the Medical Director and secure a certificate of qualification in accordance with the Ministry requirements.
5. **Pandemic.** During a pandemic outbreak, LifeLabs will determine the most appropriate use of its resources (i.e. testing, phlebotomy and transportation). In consultation with the Facility, LifeLabs local leadership teams will prioritize the delivery of services based on need and availability of appropriate resources (i.e. human, personal protective equipment). LifeLabs expects the Facility to provide notification of an outbreak to LifeLabs and to provide direction, support and equipment to its staff to ensure services are delivered in a safe and healthy manner.

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### LABORATORY SERVICES

1. **Description of the Service.** LifeLabs will provide:
  - (a) specimen collection services for blood samples only. LifeLabs will provide the Facility's staff with instructions for collection of specimens other than blood as well as the appropriate container and transport instructions;
  - (b) clinical laboratory testing services whereby specimens are received for examination to obtain information as requested by the requisitioning physician;
  - (c) courier services for pick up of specimens from Facility and delivery of reports to the Facility and the requesting physician. If the physician does not want to receive the reports at his/her office, the Facility must provide this request in writing, signed by the physician, see Schedule C, item 13.
  - (d) disposal of biohazardous waste products generated in the performance of (a) and (b) above.
2. **Urgent Service.** Clinical assessment is a prerequisite in determining the testing requirements of an individual particularly when urgent testing is considered. The mandate of community laboratories does not include Urgent Service or "Stat" testing for Residents in a potentially life-threatening situation or when the laboratory response time cannot meet the clinical need. Such Residents should be referred to institutions able to undertake immediate investigation and intervention if required.
3. **Urgent Testing.** There is a defined list of testing procedures that can be ordered as "urgent" on your scheduled Service Day. Depending on staff availability, geography and weather conditions, these results could be available within a 6 to 12 hour time frame. Please see Schedule F for further information. Any request for exceptions to this list requires direct communication between a clinician and laboratory physician or scientist to verify turn around time can meet the clinical need. Please contact Lab Technician at Tel: 1-877-849-3637. Should the Facility require Services on a day that is not scheduled, LifeLabs will determine if Service is possible.
4. **Unscheduled Courier Services.** Only when deemed possible by LifeLabs, LifeLabs may arrange for courier pick-up outside of the Service Day for specimens the Facility has collected and wishes to have tested. See Schedule B.
5. **Tests Not Covered by OHIP.** Most, but not all testing procedures are covered by OHIP. If non-OHIP testing procedures are performed, the payment for this test is the responsibility of the Resident.
6. **Specimen Rejection.** Specimens will be rejected unless Facility follows these conditions:
  - (i) Specimens require two unique identifiers; the first and last name is considered one identifier and the other can be birth date or OHIP number;
  - (ii) Specimens should be labeled, collected, handled and stored by Facility in accordance with LifeLabs handling instructions;
  - (iii) Most coagulation assays require frozen plasma but INR specimens can be stored and transported at room temperature;
  - (iv) In general, specimens which must be frozen to maintain integrity must be procured in LifeLabs environment; and
  - (v) The identification information must be legible and be consistent with the information on the test requisition.
7. **LifeLabs Personnel have the right to refuse to proceed if the procedure cannot be performed safely.**

#### ECG SERVICES

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1. Description of the Service Provided. LifeLabs shall perform Electrocardiograms ("ECG") being the graphic record of the heart action currents obtained with the electrocardiograph monitors.
2. Description of Equipment. ECG Machine.
3. Urgent Service. Service for clinically urgent situations cannot be made available. Should the Facility require Service on a day that is not scheduled, LifeLabs will determine if Service is possible.

#### HOLTER MONITOR SERVICE

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1. Description of the Service Provided. LifeLabs shall perform Holter Monitor Services ("HMS") being the graphic record of the heart action currents obtained with the Holter Monitors.
2. Description of Equipment. Holter Monitor.
3. Urgent Service. Service for clinically urgent situations cannot be made available. Should the Facility require Service on a day that is not scheduled, LifeLabs will determine if Service is possible.

## SCHEDULE B FEES

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### PHLEBOTOMY SERVICES

LifeLabs will provide phlebotomy services on the Service Day for a fee to be charged to the Facility. This does not include infection control and outbreak screening.

**Fee: \$50.00 per MLPT per visit + \$5.00 for the second and each additional patient up to the threshold limit of Residents per Service Day as referred to on the cover page of the LTC Service Agreement.**

A charge will be levied for unscheduled Service provided to the Facility. Unscheduled Service, such as infection control and outbreak screening (ie. creatinine collections for flu outbreaks) must be pre-arranged with LifeLabs. Unscheduled Service will be provided only when deemed possible by LifeLabs. Please refer to Schedule A, Laboratory Services, item no. 4.

**Fee: Unscheduled Service - \$75.00 per visit + \$5.00 for the second and each additional Resident.**

**Unscheduled courier services - \$25.00 per visit**

LifeLabs reserves the right to adjust the Fees at any time and will provide advance written notice to the Facility at least sixty (60) days before implementing such adjustment to the Fees.

## SCHEDULE C

### REQUIREMENTS FOR LONG TERM CARE FACILITIES

In order for LifeLabs to provide the Service in a safe and efficient manner, the following requirements must be adhered to:

1. **Facility to Provide Assistance.** The Facility must provide the assistance of a registered Facility staff member who is familiar with the Facility and the Residents to assist LifeLabs Personnel on the Service Day. If a registered Facility staff member is not available, LifeLabs may not be able to provide Service.
2. **Completion of Requisitions.** The Facility must ensure the Confirmation Fax, and the corresponding MOH Requisition, are completed correctly prior to Service Day. The Confirmation Fax Form must be signed by the responsible clinician or certified delegate after all collections on Service Day have been completed. This is to validate the completion of Service by a registered Facility staff member. The Facility and LifeLabs will agree on the location where these requisitions will be kept; usually in a central area.
3. **Public Health Tests.** Any Public Health Test (i.e. VDRL, HIV, c-Difficile Toxin, H. Pylori, etc.) must be accompanied by a completed Public Health Laboratories ("PHL") form which is supplied by your local Public Health Office. Directory of Public Health Tests can be found on their web site.
4. **Location of Patient.** The Facility will ensure the Residents are in their rooms if Service is required.
5. **Confidential Environment.** The Facility understands that LifeLabs' Personnel will not collect specimens in public places such as cafeterias, hallways or any other space that does not provide a safe and confidential environment.
6. **Identification of Resident.** If the Resident cannot identify themselves with their first and last name and their birth date or ID bracelet, the registered Facility staff member must be able to identify the Resident or Service will be deferred to the next Service Day. If Facility staff is required to identify the Resident, they must sign off on the MOH Requisition under patient address section that they have identified the Resident.
7. **Resident Refusal.** LifeLabs Personnel recognize the right of Residents to withdraw their consent to undergo testing procedures.
  - a. If the Resident refuses either verbally or physically, LifeLabs Personnel must notify a registered Facility staff member that further attempts to proceed with the Service have been withdrawn.
  - b. If a registered Facility staff member is not available to acknowledge Resident's refusal, LifeLabs will document the refusal on the Confirmation Fax and will proceed to the next Resident.
  - c. If the registered Facility staff member is not available and wants to over-ride the Resident's refusal on behalf of the physician, the Resident will receive Service on the next scheduled Service Day.
  - d. If the registered Facility staff member is available and wants to over-ride the Resident's refusal on behalf of the physician, the Resident will receive Service on that Service Day if the MLPT can efficiently include that Resident in their route of Service.
8. **Safety Risk.** The Facility will identify, for safety reasons, any Resident that may, due to history or condition, pose a risk to themselves or others in the course of submitting to Service. A Facility staff nurse must accompany LifeLabs Personnel when Service is provided to these Residents.
9. **Specimen Collection, Identification and Handling.** All specimens submitted by the Facility for testing must be in accordance with LifeLabs handling instructions and must be labeled with 2 unique identifiers. First and last name is considered one identifier and the other can be birth date or OHIP number. The identification information must be legible and be consistent with the information on the test requisition.
10. **Creatinine Collection During Flu Outbreaks.** With notice, the Facility can request LifeLabs to generate a report of creatinine levels for Resident that have been collected within the prior three months. During the early stages of an investigation into a potential outbreak, a request for the report may save time, unnecessary collection of samples from Residents and charges to the Facility.
11. **Personal Protective Equipment.** The Facility will advise LifeLabs of an outbreak, prior to the Service Date. In the event of an outbreak, the Facility will supply disposable long sleeve gowns, masks and other protective equipment to LifeLabs Personnel for each Resident requiring Service.
12. **Communication of Results.** LifeLabs will deliver results via electronic or printed reports. Verbal results can be received by calling our Customer Care Center toll free at 1-877-849-3637. The Facility's client number and the Resident's health card number are required for verbal results and the recipient will be required to read the results back to the Customer Care Centre Agent and to provide their name for purpose of documentation. The Facility will inform LifeLabs, in writing, of the number to call when delivering urgent and critical results. This document will also need to be signed by the Facility physician(s). The physician of the Facility will provide in writing a request to deliver reports to the Facility only and not to their office. This must be in writing for our reference as required.
13. **Responsibility and Management of Results.** LifeLabs has the primary responsibility to deliver results to the clinician ordering the tests. These results may on occasion be considered potentially critical. The Facility may assume the responsibility of primary recipient of laboratory reports in which case the Facility accepts responsibility for the management of reports including receipt of potentially critical results and escalation to the responsible clinician. **If the physician decides to place primary reporting responsibilities on the Facility, the physician must provide LifeLabs with written notification to confirm this decision.**
14. **Inability to Provide Service.** The Facility understands that LifeLabs Personnel will not:
  - a. move, lift, or relocate Residents that are unable to do so on their own accord;
  - b. assist Residents with personal support functions such as eating, drinking, toileting;



- c. complete documentation that is the responsibility of the Facility staff; or
- d. procure samples:
  - i. in public areas;
  - ii. when it is unsafe to do so;
  - iii. from Residents who are refusing Service without express consent and the assistance of a Facility nurse; or
  - iv. without proper identification.

Any of the above conditions may result in LifeLabs being unable to render the Service requested by the Facility. If, for any reason, LifeLabs Personnel cannot render Service to any Residents, LifeLabs Personnel shall record the reason for not providing Service on both the Ministry Requisition and the Confirmation Fax and leave the requisitions with the Facility staff on sign-off.

SCHEDULE D



**CONFIRMATION FAX – ON SITE LABORATORY FORM**

Retain completed form for two years

Date of Service \_\_\_\_\_

Name of Facility _____	Contract number _____
------------------------	-----------------------

**Facility requirements in preparation for Laboratory Service:**

1. List below, patient information and service requested for each patient Fax completed form to designated Homecare fax number 48 hrs prior to service day.
2. Complete MOH requisition for each patient listed on this form.
3. Provide this form and the completed MOH requisitions to the technician on their arrival in a designated central location

#	Patient Name	Room #	Fasting, Urgent or Drug Level	Patient Refusal/Nurse Initial for Approval	MLPT Collection Comments
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Number of Phlebotomies \_\_\_\_\_ Number of ECGs \_\_\_\_\_ Number of Holter \_\_\_\_\_

I acknowledge that all services were requested and completed on the date of service; exceptions have been noted above

_____ <b>Authorized Agent of Facility</b>	_____ <b>Mobile Laboratory Technician</b>
WHITE CUSTOMER    YELLOW REGION	<input type="checkbox"/> Scheduled Visit <input type="checkbox"/> Unscheduled Visit

To cancel the above service date, complete the following and fax to the designated Homecare fax number:

PLEASE CANCEL THE ABOVE SERVICE DATE

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SCHEDULE E  
MINISTRY OF HEALTH AND LONG TERM CARE LABORATORY  
REQUISITION FORM AND INSTRUCTIONS**

**MOH Requisition Essential Information**

To be completed fully and clearly by facility staff

Ministry of Health and Long-Term Care Laboratory Requisition Requisitioning Clinician / Practitioner		<b>Laboratory Use Only</b>	
Name (1) Address		Facility Contract Number for Urgent Results (2)	
Clinician/Practitioner Number (4) CPSO / Registration No.		Health Number (5)	
Check (✓) one: <input type="checkbox"/> Outpatient <input type="checkbox"/> Third Party / Uninsured <input type="checkbox"/> WSES		Province / Other Provincial Registration Number (6)	
Additional Clinical Information (e.g. symptoms) (12)		Patient's Last Name (as per OHIP Card) (8)	
Copy to Clinician/Practitioner (Last Name) (18)		Patient's First & Middle Names (as per OHIP Card) (10)	
Address (18)		Patient's Address (including Postal Code) (19)	
Note: Separate requisitions are required for cytology, histology / pathology and tests performed by Public Health Laboratory			
Glucose <input type="checkbox"/> Random <input type="checkbox"/> Fasting		CBC	
HbA1C		Prothrombin Time (PT)	
TSH		Pregnancy Test (Urine)	
Creatinine (uGF7) (20)		Mononucleosis Screen	
Uric Acid		Rubella	
Sodium		Prenatal ABO, RhD, Antibody Screen (Site and Ident. if positive)	
Potassium (21)		Repeat Prenatal Antibodies	
Chloride		Repeat Prenatal Antibodies	
CK		Repeat Prenatal Antibodies	
ALT		Repeat Prenatal Antibodies	
Alk. Phosphatase		Repeat Prenatal Antibodies	
Bilirubin		Cervical	
Albumin		Vaginal	
Lipid Assessment (includes Cholesterol, HDL-C, Triglycerides, calculated LDL-C & CVD-Risk ratio; individual lipid tests may be ordered in the "Other Tests" section of this form)		Vaginal / Rectal - Group B Strep	
Vitamin B12		Chlamydia (specify source)	
Ferritin		GC (specify source)	
Albumin / Creatinine Ratio, Urine		Epstein	
Urinalysis (Chemical)		Throat	
Neonatal Bilirubin		Wound (specify source)	
Child's Age: days _____ hours _____		Urine	
Clinician/Practitioner's tel. no. ( ) Ext.		Stool Culture	
Patient's 24 hr telephone no. ( ) Ext.		Stool Ova & Parasites	
Therapeutic Drug Monitoring		Ova & Worms / Pus (specify source)	
Name of Drug #1 (22)		Specimen Collection Time	
Name of Drug #2		Specimen Collection Date (yyyy/mm/dd)	
Time Collected #1 hr. #2 hr.		FOBT (non CDC) <input type="checkbox"/> ColonCancerCheck FOBT (CDC) (no other test can be ordered on this form)	
Time of Last Dose #1 hr. #2 hr.		Laboratory Use Only	
Time of Next Dose #1 hr. #2 hr.		Laboratory Use Only	
I hereby certify the tests ordered are not for registered in or out patients of a hospital.		Laboratory Use Only	
Clinician/Practitioner Signature (23)		Laboratory Use Only	
Date		Laboratory Use Only	

- LEGEND**
- (1) Ordering physician name and facility address
  - (2) Facility contract number
  - (3) Date of Service
  - (4) Ordering physician billing number
  - (5) Resident's current health card number
  - (6) Resident's current version code
  - (7) Resident's date of birth (YYYYMMDD)
  - (8) Facility phone number
  - (9) Resident's last name
  - (10) Resident's first and middle names
  - (11) Resident's sex
  - (12) Reporting requirements (i.e. fax)
  - (13) "Copy to" physician's full name and address
  - (14) Phone number(s) where ordering physician can be reached, including after hours number(s)
  - (15) Test priority as determined by ordering physician
  - (16) Any associated risks as defined by the ordering physician
  - (17) Any pertinent information
  - (18) Facility address
  - (19) Resident's room number
  - (20) Tests ordered (indicating fasting vs. random, where required) MUST BE CLEAR AND LEGIBLE
  - (21) Profile terminology cannot be used—individual tests must be listed separately
  - (22) Time and date of last dose for therapeutic drugs
  - (23) Signature of ordering physician or designate and date signed

*Please note that all of the above information must be completed by facility staff prior to arrival of laboratory technician.*

**SCHEDULE F  
LIFELABS COMMUNITY PROTOCOL FOR THE  
REPORTING OF TEST RESULTS**

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**EXPEDITED REPORTING BASED ON TEST RESULTS**

To ensure that laboratory results which may require your immediate attention are communicated to you in a timely manner, the Medical Scientific Leadership of LifeLabs, in conjunction with the Ontario Association of Medical Laboratories (OAML), has established guidelines for reporting certain results. These have been divided into two categories referred to as "Alert" and "Critical" values.

"Alert" values show significant deviation from the reference range and, if unexpected, suggest that prompt review of a clinical situation may be necessary. These values are called between 08:00 and 20:00 hours.

"Critical" values indicate marked deviation from the reference range and may indicate a serious medical condition for which prompt action is required. Critical values are called as soon as results are available 24 hours per day.

As might be anticipated from the above, the list of critical values is far shorter than the list of alert values.

In some circumstances, abnormal results exceeding the alert and critical limits may be anticipated by the attending physician in a Resident with a consistent disorder. LifeLabs will attempt to minimize unnecessary calls by a search of our computer system for previous results or data, which might indicate such a situation. Physicians are encouraged to indicate a stable abnormality, which may fall within the above ranges and indicate on the requisition that a call is not necessary.

The College of Physicians and Surgeons of Ontario requires that the physician who has ordered the test, or a covering physician on call, must be available to accept significantly abnormal laboratory results and, therefore, a general request not to call abnormal results is unacceptable.

Please see our website [www.lifelabs.com](http://www.lifelabs.com) for the most up-to-date information.

**LIST OF TESTS HANDLED ON AN URGENT BASIS (REFER TO SCHEDULE A, LABORATORY SERVICES, ITEM 3)**

AMYLASE	LIPASE
NEONATAL BILIRUBIN	MALARIA SMEAR
CALCIUM	POTASSIUM
CHLORIDE	PROTHROMBIN TIME/INR
CREATININE	SODIUM
ESTRADIOL (IVF only)	UREA
GLUCOSE	CBC

Other tests may be available on an urgent basis, but must be requested through LifeLabs by calling 1-877-849-3637 or 416-675-3637 and making a direct request to the Medical Director of the testing laboratory. This is required to ensure that the requested testing is logistically possible and that the turn-around time will meet clinical need.

**ASAP (AS SOON AS POSSIBLE)**

You may request a special communication of test results as soon as these are available. This request will result in delivery of results to you at the first opportunity during normal office hours. Autofax is the preferred modality of delivery.

Turn around time will depend upon the type of assay requested, however routine tests will be communicated in less than 24 hours. To ensure prompt communication, contact numbers must be provided. If these are not available the results will be reported in a routine fashion unless the results are alert or critical values.



# Long Term Care Service Agreement

NEW

SERVICE PERIOD:

RENEWAL

FROM: July 01, 2017

TO: June 30, 2020

Name of Facility: Dearness Home

Street Address: 710 Southdale Road East

City: London Province: ON Postal Code: N6E 1R8

Facility Representative: Eileen Marion- Bellemare Title: Director of Care Telephone: 519-661-0400

Fax: multiple

Contract No.: 1483 No. of Beds: 243

LifeLabs Territory Name: London Marketing Territory No.: \_\_\_\_\_

LifeLabs Regional Contact: Manju Singhla Location: 746 Baseline Rd. E, London Telephone: 519-672-4642

Fax: x21356  
519-672-8384

By signing this LTC Service Agreement, the Facility and the Service Provider both understand and agree to be bound by the terms of the Long Term Service Agreement including Schedule A-F attached.

**The Corporation of the City of London**

**LIFELABS LP by its General Partner, LIFELABS INC.**

Per: \_\_\_\_\_  
Matt Brown - Mayor

Per: \_\_\_\_\_  
Signature – Frank Amodeo

Per: \_\_\_\_\_  
Catharine Saunders- City Clerks

Per: \_\_\_\_\_  
Signature – Pierre Bou-Mansour

TYPE OF FACILITY:	SERVICES TO BE PROVIDED:	
<input checked="" type="checkbox"/> Nursing Home	Lab	Yes <input checked="" type="checkbox"/>
<input type="checkbox"/> Retirement Home	MLPT Services	Yes <input checked="" type="checkbox"/>
<input type="checkbox"/> Hospital	ECG	Yes <input checked="" type="checkbox"/>
<input type="checkbox"/> Other	Holter	Yes <input checked="" type="checkbox"/>

Service Day:  Monday  Tuesday  Wednesday   
Thursday  Friday

Maximum threshold number of Residents per Service Day: 30

Does LifeLabs share services with another lab provider? Yes  No

If "YES", provide name: \_\_\_\_\_

REGULATED: Yes  No  ACCREDITED: Yes   
No

Is this facility associated with a chain of facilities: Yes  No

If "YES", provide name: \_\_\_\_\_

Name of Associated  
Community Care Access  
Centre:

London Middlesex Community Care Access

Please return completed form to → Angie Furfaro, Senior Admin. Assistant, 100 International Blvd., 4th Floor  
Toronto, Ontario, M9W 6J6 or e-mail to: [angie.furfaro@lifelabs.com](mailto:angie.furfaro@lifelabs.com)