

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JULY 15<sup>th</sup>, 2020</b>
<b>FROM:</b>	<b>KEVIN DICKINS ACTING 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 Acting Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law (as Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on July 21, 2020:

- 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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- Long Term Care Services Agreement with the Lifelabs for the Provision of Laboratory Services at the Dearness Home – CPSC meeting on June20th, 2017

<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.

Amendment to original Agreement (Schedule1) has been suggested by Lifelabs and excepted by Dearness Management as presented (attached as Schedule 2)

<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.

<b>SUBMITTED BY:</b>	<b>RECOMMENDED BY:</b>
<b>LESLIE HANCOCK ADMINISTRATOR OF DEARNESS HOME</b>	<b>KEVIN DICKINS ACTING MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>

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