

Bill No. 222
2020

By-law No. A.-_____ - ____

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 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 on July 21, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – July 21, 2020
Second reading – July 21, 2020
Third reading – July 21, 2020

Schedule 1

LTC SERVICE AGREEMENT

This Agreement made as of the first day of July, 2020

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;

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- (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;

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- (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, 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.

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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),

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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

Schedule 1

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.

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- 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 G



Long Term Care Service Agreement

NEW

SERVICE PERIOD:

RENEWAL

FROM: July 01, 2020

TO: June 30, 2023

Name of Facility: Dearness Home

Street Address: 710 Southdale Road East

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

Facility Representative: Leslie Hancock Title: Administrator Telephone: 519-661-0400

Contract No.: 1483 No. of Beds: 243 Fax: 519-661-0446

LifeLabs Territory Name: London Marketing Territory No.: _____

LifeLabs Regional Contact: Myrtle Wheeler 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: _____
Ed Holder – Mayor

Per: _____
Signature – Elsa Cabral
VP Client Services

Per: _____
Catharine Saunders- City Clerks

Per: _____
Signature – Lawrence Mahan
Commercial, General & Advanced Diagnostics

TYPE OF FACILITY:	SERVICES TO BE PROVIDED:	
<input checked="" type="checkbox"/> Nursing Home	Lab Yes <input checked="" type="checkbox"/>	
<input type="checkbox"/> Retirement Home	No <input type="checkbox"/>	
<input type="checkbox"/> Hospital	MLPT Services Yes <input checked="" type="checkbox"/>	
<input type="checkbox"/> Other _____	No <input type="checkbox"/>	
_____	ECG Yes <input checked="" type="checkbox"/>	
	No <input type="checkbox"/>	
	Holter Yes <input checked="" type="checkbox"/>	
	No <input 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 London Middlesex Community Care Access
Care Access Centre: _____

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