

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2025-42**

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE VICTORIAN ORDER OF NURSES FOR CANADA. (Assisted Living Services Service Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and the Victorian Order of Nurses for Canada, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 28<sup>th</sup> day of August, 2025.

Original signed by:

\_\_\_\_\_  
Janet Horner, Warden



Original signed by:

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

**For a complete copy of the agreement, please contact the Clerk's Division.**

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

**THIS AGREEMENT made effective April 1, 2025**

**BETWEEN:**

Corporation of the County of Dufferin

And

Victorian Order of Nurses for Canada (VON)

(Hereinafter referred to as the “Parties”)

The Parties are willing to work together as the transfer agency (Corporation of the County of Dufferin and the service provider (Victorian Order of Nurses for Canada (VON)) to provide Assisted Living Services – Orangeville (Hub and Spoke Model).

**Nothing in this Agreement shall be construed as creating a legal partnership among the Parties hereto. Except as expressly provided herein, no Party shall have the authority to act as an agent for, or to incur obligations on behalf of, the other Parties without their prior written consent.**

**AND WHEREAS** Ontario Health has allocated funds for the Assisted Living Services – Orangeville (Hub and Spoke Model).

The Parties agree as follows:

**Article 1.0 Definitions**

1.1 In this agreement the following words shall have the following meanings:

- (a) “Agreement” means this agreement entered into between the Parties and all schedules and attachments to this Agreement and any instrument amending the Agreement;
- (b) “Program” means the Assisted Living Services – Orangeville (Hub and Spoke Model) according to the approved service plan by Ontario Health;
- (c) “Lead Party” means the Corporation of the County of Dufferin;
- (d) “Service Provider” means Victorian Order of Nurses for Canada (VON);
- (e) “Program property” means any equipment, furnishings and assets acquired with Program funds by a Party to this Agreement.

**Article 2.0 Term of the Agreement**

The term of this Agreement shall be the period commencing on the 1<sup>st</sup> day of April 2025, and ending on March 31<sup>st</sup>, 2026, unless terminated earlier or extended pursuant to the terms of this agreement.

**Article 3.0 Responsibilities of the Parties**

- 3.1 The Service Provider will provide the services in accordance with, and otherwise comply with:
- (1) the terms of the Agreement, including the Service Plan;
  - (2) applicable law; and
  - (3) applicable policy

- 3.2 The Lead Party and Ontario Health, or their authorized representatives, will have right of access to audit the financial and statistical records of the Service Provider as they relate to the Assisted Living Services - Orangeville Program. The Service Provider shall provide audited financial statements for this program as required by Ontario Health. The Service Provider will keep all financial records and invoices and all non-financial records for this program for seven years after the term of this agreement. The March 31, 2026 audited financial statements for this program will be provided to the Lead Party by June 15, 2026. Costs for the program audit will be paid by the Service Provider from program funds.
- 3.3 As Lead Party, Corporation of the County of Dufferin will submit an operating plan including budget for the Program to Ontario Health, and receive funds according to the operating plan and the current Transfer Payment Accountability Agreement and convey funds to the Service Provider as per this agreement.
- 3.4 The Service Provider will prepare and submit to the Lead Party statistical and financial data, as per Ontario Healthcare Reporting Standards (OHRS) and as required by Ontario Health. See Schedule “A” for Program Funding and Performance Deliverables. The Lead Party will forward these reports to Ontario Health in the format and timeframe determined by Ontario Health. The Lead Party will retain funds until the data is submitted and reviewed. If the required data is not submitted within the required timeline, a penalty may be applied, as outlined in the Ontario Health/Lead Party accountability agreement.
- 3.5 The final payment due at the end of the term of this agreement will be subject to a 10% holdback. The 10% holdback will be released when the final Annual Reconciliation Report (ARR), is completed and submitted by the Lead Party.
- 3.6 The Service Provider is required to survey program participants quarterly. The Lead Agency will provide survey parameters to the Service Provider. The Service Provider will report survey results to the Lead Agency as per Schedule “A” and as required by Ontario Health.
- 3.7 Notwithstanding that the Lead Party is responsible for submitting financial and statistical reports as determined by Ontario Health in respect of this service; the Service Provider is responsible for the day to day management of the funds and the preparation of the financial and statistical reports but the Lead Party does have an oversight capacity and will be responsible for bringing to the attention of Ontario Health apparent irregularities encountered in respect of its obligations.
- 3.8 Municipality Access and Consultation: The Service Provider will permit the staff of the Lead Party to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this contract. The Service Provider agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with the Municipal Staff.
- 3.9 The Service Provider shall have and supply proof, upon request by the Lead Party:
  - (i) a code of conduct and ethical responsibilities for all persons involved in the provision of the program.
  - (ii) a policy and procedure to address complaints about the provision of services.
- 3.10 The Service Provider represents, warrants and covenants that services are and will continue to be provided:
  - (i) by persons with the expertise, professional qualification, licensing and skills necessary to complete their respective tasks ; and
  - (ii) in compliance with all applicable laws and applicable policies issued or adopted by Ontario Health.
- 3.11 The Service Provider will have a written procurement policy in place that requires the acquisition of