

THIS AMENDING AGREEMENT made as of the 26th day of May 2022.

BETWEEN:

OXFORD ELGIN ST. THOMAS HEALTH UNIT o/a Southwestern Public Health
(hereinafter referred to as the “SWPH”)

OF THE FIRST PART;

-and-

Middlesex-London Health Unit
(hereinafter referred to as the “the Service Provider”)

OF THE SECOND PART.

WHEREAS the Service Provider and SWPH are parties to a Memorandum of Agreement whereby SWPH is the transfer payment agency for the IPAC Hubs and Congregate Living Organizations initiative. Financial and accountability relationships are outlined in the Memorandum of Agreement, a copy of which Memorandum of Agreement is attached hereto as Appendix A.

AND WHEREAS the Memorandum of Agreement contained an effective term for the period from October 1, 2020 to December 31, 2021 with Amendments extending funding to March 31, 2022.

AND WHEREAS SWPH has received funding from the Ministry of Health for the fiscal period of April 1, 2022 to March 31, 2023;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms, covenants and provisions of this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereby agree as follows:

1. The Parties agree that the Term shall be extended from its current termination date of March 31, 2021 to a new termination date of March 31, 2023 (the “Term

Extension”);

2. SWPH agrees to distribute the funds to 2 Satellite Hubs as per Appendix B attached.
3. In all other respects, the parties hereto confirm the other terms and provisions set forth in the Memorandum of Agreement and agree that they shall perform and observe the covenants, provisos and stipulations in the Agreement as fully as if such covenants, provisos and stipulations had been repeated in full in this amending agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the dates set forth below,

Signed on this 31st day of May _____ 2022.

For Southwestern Public Health



Cynthia St. John, Chief Executive Officer

For the Service Provider



Emily Williams, Chief Executive Officer
Middlesex-London Health Unit

Appendix A – Memorandum of Agreement

Memorandum of Agreement

BETWEEN:

Oxford Elgin St. Thomas Health Unit o/a Southwestern Public Health

and

Middlesex-London Health Unit

1.0 INTRODUCTION

1.1 Purpose

1.1.1 The purpose of this Agreement is to clarify the accountability and financial relationship between Southwestern Public Health and the Service Provider with respect to one-time funding provided to the Service Provider by the South West IPAC Hub lead local agency (Southwestern Public Health) to support the South West IPAC Hubs and Congregate Living Organizations Model, pursuant to this Agreement.

1.1.2 The Southwestern Public Health and the Service Provider shall act according to the responsibilities set out for each in this Agreement. This Agreement shall not affect, modify or interfere with the responsibilities of either the South West IPAC lead local agency or the Service Provider under law.

1.2 Definitions

1.2.1 As used in this Agreement, the following terms have the following meanings:

Agreement means this Memorandum of Agreement;

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charges with its administration or interpretation;

COVID-19: Infection Prevention and Control Hub Program (100%) means one-time funding from the Ministry of Health used for costs associated with developing local networks (using a Hub model) of Infection Prevention and Control (IPAC) to enhance IPAC practices in communitybased, congregate living settings/sites. Congregate living settings/sites include long-term care homes, retirement homes, residential settings for adults and children funded by the Ministry of Children, Community and Social Services (MCCSS), shelters, and supportive and residential housing funded by the Ministry of Health.

Hub Partner (Satellite Hub) means, hospitals and local public health units operating in the satellite hub areas of Grey-Bruce, Huron-Perth and Middlesex-London who will work to coordinate and collaborate with Southwestern Public Health on this initiative;

Lead Local IPAC Hub means, Southwestern Public Health who has been provided one-time funding by the Ministry of Health for the 2020-21 funding year to support the

development of local networks to enhance Infection Prevention and Control practices in community-based, congregate living settings in the satellite hubs areas of Grey-Bruce, Huron-Perth and MiddlesexLondon;

Service Provider means a party named in this Agreement that the Southwestern Public Health enters into a contract with;

Funding means the funding from the Southwestern Public Health to fund the Service Provider as outlined in Schedule A, attached;

Losses mean any and all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature, costs and expenses (including reasonable legal fees and disbursements);

Ministry means the Ministry of Health;

1.3 Guiding Principles

1.3.1 Southwestern Public Health recognizes that the Service Provider conducts its operations in accordance with the mission and philosophy of the Service Provider.

1.3.2 The Service Provider acknowledges that it is accountable to Southwestern Public Health for the administration of the Funding that is received from Southwestern Public Health.

1.3.3 The Service Provider recognizes its high degree of responsibility to ensure that public funds received from the Ministry via Southwestern Public Health are used responsibly, cost-effectively and appropriately, and in accordance with this Agreement.

1.3.4 The Service Provider is responsible for promoting and supporting the IPAC Hub activities with community-based, congregate living organizations, as outlined in Schedule A, and in accordance with this Agreement.

1.4 Currency

1.4.1 All funding or other payments contemplated pursuant to this Agreement shall be made in Canadian currency and all Funding referred to herein is in Canadian currency.

2.0 TERM OF AGREEMENT

2.1 Effectiveness of Agreement

2.1.1 This Agreement is effective for the period from October 1, 2020, to March 31, 2021.

3.0 ACCOUNTABILITY RELATIONSHIPS

- 3.1.1 Southwestern Public Health is the transfer payment agency for the IPAC Hubs and Congregate Living Organizations initiative.
- 3.1.2 Southwestern Public Health is accountable to ensure that funding is flowed to the Service Provider in accordance with Southwestern Public Health funding guidelines, and Southwestern Public Health is accountable to the Ministry for specific deliverables associated with this Funding.
- 3.1.3 The Service Provider is accountable to Southwestern Public Health to ensure that Funding for Services pursuant to this Agreement is used solely for the purpose for which the funds were intended and that the Service Provider complies with this Agreement.
- 3.1.4 The Service Provider has entered into this Agreement with Southwestern Public Health solely for the purposes and to the extent set forth in this Agreement and the relationship between the Service Provider and Southwestern Public Health is and shall, at all times during the term of this Agreement, be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Service Provider or any Personnel as a partner, employee or agent of Southwestern Public Health for any purpose, and neither the Service Provider nor any Personnel has any authority to bind the Southwestern Public Health in any manner whatsoever.

4.0 ROLES AND RESPONSIBILITIES

4.1 The Service Provider is responsible for:

- (a) Working collaboratively with Southwestern Public Health and hub partners. The service providers will be responsible for supporting the IPAC hub activities, as outlined in Schedule A.

5.0 ADMINISTRATIVE RESPONSIBILITIES

5.1.1 The Service Provider is responsible for all of its business operations.

5.1.2 The Service Provider shall comply with all Applicable Laws.

6.0 PUBLICITY AND ADVERTISING

6.1.1 Any publicity or publications relating to the Funding by the Southwestern Public Health and all other matters arising out of this Agreement must have the prior written consent of Southwestern Public Health.

6.1.2 The Service Provider shall acknowledge the support of Southwestern Public Health in copies of reports and other written materials and advertising and publicity relating to the provision of IPAC expertise, collaborative assistance and just-in-time advice, guidance,

and direct support on IPAC practices.

7.0 FINANCIAL ARRANGEMENTS

7.1 Service Provider Funding

7.1.1 Southwestern Public Health shall allocate to the Service Provider for the Services under this Agreement as a one-time payment prior to March 31, 2021, for deliverables (as outlined in Schedule B) associated with the IPAC hub initiative for which the Southwestern Public Health is accountable to the Ministry.

7.1.2 The Service Provider shall use such Funding solely for the purpose of providing financial support to hub partners, as defined under this Agreement.

7.1.3 Without limiting the obligations of the Service Provider contained elsewhere in this Agreement, the Service Provider shall be responsible for:

- (a) Reporting on the use of the funds and IPAC hub activities to Southwestern Public Health using a template prescribed by the Ministry of Health.
- (b) Ensuring that all financial records with respect to the administration of the funding are available to Southwestern Public Health upon request.

8.0 INDEMNIFICATION

8.1.1 The Service Provider shall indemnify and save harmless Southwestern Public Health and its employees, independent contractors, subcontractors and agents from and against all claims, losses, damages costs, demands, expenses, contracts, actions for other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to anything done or omitted to be done on the part of the Service Provider, its directors, officers, employees, independent contractors, subcontractors or agents in connection with the responsibilities of the Service Provider or its directors, officers, independent contractors or agents in connection with this Agreement.

8.1.2 The indemnity set out in 8.1.1 shall not extend to any claims, losses, damages, costs, demands, expenses, contracts, actions for other proceedings of any kind or nature to the extent that they are based on, occasioned by, or attributable to anything negligently done or omitted to be done by Southwestern Public Health or its employees, independent contractors, subcontractors or agents in connection with this agreement.

8.1.3 The Service Provider's ability to indemnify or reimburse Southwestern Public Health shall not affect or prejudice Southwestern Public Health from exercising any other rights under the Applicable Law.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement

9.1.1 This Agreement and the Schedules hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understanding, collateral, oral, or otherwise. There are no other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and the Schedules and Appendices hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.



April 28, 2021

Cynthia St. John
CEO
Southwestern Public Health

Date



April 15, 2021

Emily Williams
CEO (Interim)
Middlesex-London Health Unit

Date

SCHEDULE A: Infection Prevention and Control Hub Initiative

Facility #	Legal Name of Service Provider	2020-21 Funding One-Time
235	Middlesex-London Health Unit	\$328,520
TOTAL		\$328,520

This funding is part of the government's comprehensive plan Keeping Ontarians Safe: Preparing for Future Waves of COVID-19 to prepare for the immediate challenges of the fall with the second wave of COVID-19 along with the flu and other respiratory infections.

Southwestern Public Health shall:

- Fund the service providers to implement local IPAC Hubs within London Middlesex consistent with the plan developed by Ontario Health.
- Ensure the service providers use these funds to implement the IPAC Hubs and provide IPAC services to congregate living settings/sites in their catchment area. Congregate living settings/sites include long-term care homes, retirement homes, residential settings for adults and children funded by Ministry of Children, Community and Social Services (MCCSS), shelters, supportive and residential housing funded by the Ministry of Health.
- Report on hub planning, implementation, activities and outcomes to the Ministry of Health as part of Southwestern Public Health accountability agreement requirements.

Upon review and reconciliation, should the Ministry deem expenses ineligible (i.e., did not meet the deliverables outlined in Schedule B), or able to be managed through offsets, the Ministry will recover funds already paid and subsequently, the Southwestern Public Health will recover the same from the Service Provider.

The funding associated with the COVID-19 IPAC Hubs in each satellite hub area is being provided with the expectation that the satellite hub areas are working together in a partnership that builds on these one-time investments to implement IPAC Hubs to respond to the needs for expertise and support from community-based congregate living settings.

Schedule B: Infection Prevention and Control Hub Initiative Deliverables

1. Provide education and training;
2. Support or develop community/ies of practice to support information sharing, learning and networking among IPAC leaders within congregate living settings;
3. Support the development of IPAC programs, policy and procedures within sites;
4. Support assessments and audits of IPAC programs and practice;
5. Provide recommendations to strengthen IPAC programs and practices;
6. Provide mentoring of IPAC service delivery within homes;
7. Work with public health partners and congregate living settings to develop outbreak management plans;
8. Support the congregate living setting to implement IPAC recommendations; and
9. Provide weekly reports on the use of the funds and IPAC hub activities to Southwestern Public Health using a Ministry of Health template.

Appendix B

Calculation of Funds Distribution

Review of Number of Congregate Living Organizations Completed on January 6, 2022	Number of Congregate Living Organizations	% of Total
Middlesex London	258	52
Huron Perth	113	22
Elgin Oxford	128	26
Total Number of CLOs in SW IPAC Hub	499	

Facility #	Legal Name of Service Provider	2022-23 Funding One-Time
258	Middlesex-London Health Unit April 1, 2022 to March 31, 2023	\$270,067.82
TOTAL		\$270,067.82