

Wednesday, October 12, 2022 – 9:30 a.m.

## **AGENDA**

- 1. Call to order.
- 2. Land Acknowledgement.
- 3. Roll call.
- Disclosure of pecuniary interest and general nature thereof. 4.
- Adoption of minutes of previous meeting held on September 13, 2022. 5.
- 6. Delegations – None at time of mailing.

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- 10. New Business.
- Closed Meeting None at time of mailing. 11.
- Date of next meeting (at the call of the Chair) and adjournment. 12.

#### a) County Council: Wednesday, October 26, 2022. NOTE:

b) Submissions received from the public, either orally or in writing may become part of the public record.

## **Strategic Plan**

Strategic Plan Goal # 1: To inform the Federal and Provincial government on our unique needs so that Renfrew County residents get their "fair share".

### Initiatives:

- a) Create a strategic communications plan
- b) Identify and advocate for issues important to the County of Renfrew.

Strategic Plan Goal # 2: Fiscal sustainability for the Corporation of the County of Renfrew and its ratepayers.

## Initiatives:

- a) Commitment from Council supporting principles within the Long-Term Financial Plan
- b) Establish Contingency Plan to respond to provincial and federal financial pressures and opportunities beyond the Long-Term Financial Plan.

Strategic Plan Goal # 3: Find cost savings that demonstrate our leadership while still meeting community needs.

### Initiatives:

- a) Complete community needs assessment
- b) With identified partners implement plan to optimize service delivery to the benefit of our residents.

Strategic Plan Goal # 4: Position the County of Renfrew so that residents benefit from advances in technology, to ensure that residents and staff have fair, affordable and reasonable access to technology.

#### **Initiatives**

- a) Ensure that the County of Renfrew is top of the list for Eastern Ontario Regional Network funding for mobile broadband
- b) Lobby for secure and consistent radio systems for first responders and government
- c) Put a County of Renfrew technology strategy in place.

# COUNTY OF RENFREW LONG-TERM CARE REPORT

**TO:** Health Committee

**FROM:** Mike Blackmore, Director of Long-Term Care

**DATE:** October 12, 2022

**SUBJECT:** Department Report

#### INFORMATION

## 1. COVID-19 Pandemic Update – Long-Term Care (Strategic Plan Goal #3)

### **Home Outbreak Status:**

Bonnechere Manor: We are pleased to advise that Bonnechere Manor is clear of outbreak status since September 18, 2022.

Miramichi Lodge: On September 29, 2022, the Renfrew County and District Health Unit placed Resident Home Area 1A in suspect COVID-19 outbreak.

# New Public Health Ontario Report: Respiratory Virus Overview

Public Health Ontario has released a new surveillance report that provides a weekly assessment of respiratory virus activity in Ontario and summarizes surveillance information from various sources used to monitor influenza, COVID-19, and other seasonal respiratory viruses.

The COVID-19 Data Tool has also been updated with a new tab entitled "COVID-19 & Flu Activity", which will include images and select figures from the new report and provide a high-level assessment of COVID-19 and influenza activity in Ontario.

## **Bivalent Booster Update**

Both Homes have commenced staff vaccine clinics offering the bivalent booster. The National Advisory Committee on Immunization (NACI)

recommends that people receive the bivalent booster dose six months after their last dose and are eligible if at least a minimum of three months have passed since the last dose. The bivalent booster vaccine may be given simultaneously, the same day, before, or after non-COVID vaccines such as the influenza vaccine. The bivalent vaccine will target both the original COVID-19 virus and the Omicron variant BA.1. At present approximately 90% of residents at Bonnechere Manor and Miramichi Lodge have either received or consented to receive the bivalent booster.

## **COVID-19 Prevention and Containment Funding Update**

The Ministry of Long-Term Care confirmed that the recent COVID-19 prevention and containment funding allocation from July to September 2022 should be received in October. The Ministry indicated that the funding could be used beyond September 2022 and is not restricted to July-September 2022 expenditures. No commitment for continuation of funding past September 2022 has been received to date.

# **IPAC Training and Education Funding**

The Ministry of Long-Term Care announced \$26,170,000 in funding for the fiscal year 2022-23 to long-term care homes to support infection prevention and control training and education. The funding will be provided to homes on a per-bed allotment, and homes are requested to prioritize funding and allocate accordingly to best meet individual home needs and evolving priorities, and to maximize impact. The MLTC will communicate further details on the quarterly reporting requirements process.

# **Long-Term Care Temporary Retention Incentive for Nurses Update**

The Ministry of Long-Term Care advised that Homes will be provided with the second and final payment installment for the Long-Term Care Temporary Retention Incentive for Nurses receiving a final installment of payment in one installment (for the March 20 to April 22 period) in October 2022.

Nurses employed as a practicing nurse on September 1, 2022, who worked during the period March 20, 2022 to April 22, 2022 are eligible. Any nurse in a management or supervisory role providing direct care during the

eligibility period is also eligible. Hours worked for privately purchased or third-party agencies are not eligible.

## StatsCan Report: Impact of COVID-19 on Canadian Nursing Homes

Statistics Canada has released a new report, "Impacts of COVID-19 on Canadian nursing homes and seniors' homes in 2021". The report provides preliminary insights into select Canada wide facilities and the resident experience. Infection Prevention and Control (IPC) protocols and practices, and environmental changes in response to the COVID-19 pandemic are featured. Key observations include:

- Two-fifths of Canadian nursing homes and seniors' homes had at least one resident with COVID-19 in 2021,
- Half or more of responding nursing homes and seniors' homes in 2021 reported increasing staffing challenges over the same period in the previous year,
- Roughly one-third of nursing homes implemented changes to ventilation and air purification,
- Nearly 90% of responding nursing homes reported that 95% or more of their employees were fully vaccinated against COVID-19.

# Bill 7 Implementation to Support Ontario's Plan to Stay Open: Health System Stability and Recovery

The Ministry of Long-Term Care, Ministry of Health and Ontario Health are implementing several key strategies from the Ontario's Plan to Stay Open, including Bill 7 - More Beds, Better Care Act, 2022. The Act is aimed at facilitating the admission of eligible patients, in need of Alternate Level of Care (ALC), into a long-term care home, while they wait for placement in a preferred home. To facilitate this endeavour Home and Community Care Support Services placement coordinators, in consultation with the patient and family prior to authorizing admission to a long-term care home, must consider patient care needs, accommodation requested and distance from the patient's preferred location(s) as well as travel for loved ones, caregivers and religious, ethnic and linguistic preferences. The coordinator will make every effort to seek consent at each stage of the process. If not achieved, the placement coordinator will move forward with the determination of eligibility and other admission processes, without

consent, with the goal of finding a suitable temporary arrangement in a long-term care home while they wait for their preferred home.

It is the responsibility of the long-term care homes to review the information sent by the placement coordinator and either approve or not approve the admission based on the usual criteria as set out in the Fixing Long Term Care Act, 2021.

Effective November 20, 2022, hospitals will be required under the Public Hospitals Act to charge a standardized daily fee of \$400 per day to patients who no longer require hospital care, but remain in hospital after being discharged.

# 2. College of Nurses of Ontario Takes Action to Change Regulations

In an effort to respond to the critical nursing needs across Ontario, the College of Nurses of Ontario (CNO) is working with the Ministry of Health to implement regulatory changes to expedite the registration process for RNs educated in Ontario, Canada, or internationally. First steps include an effort to remove barriers to Temporary Class Registration and reinstatement for former nurses.

# 3. Ministry of Long-Term Care Inspection Report – Miramichi Lodge

Ms. Karen Lynne Buness and Mr. Marko Punzalan, Inspectors with the Ministry of Long-Term Care, conducted a Complaint and two (2) Critical Incident System inspections on the following dates: August 18, 19, 23 to 26, 29 to 31, 2022. The following inspection protocols were used during this inspection: Falls Prevention and Management; Infection Prevention and Control; Prevention of Abuse and Neglect; and Resident Care and Support Services. Three (3) written notifications (WNs) were issued and the full report is available through the Ministry of Long-Term Care Public Reporting website: File.aspx (Itchomes.net).

# 4. Ministry of Long Term Care Announces New Nurse Practitioner Funding

The Ministry of Long Term Care recently announced new funding to recruit and retain 225 nurse practitioners (NP) in the long-term care sector. Funding totalling \$57,593,900 is available over the next three years ending

March 31, 2025. Funding for each NP position includes \$123,340 for salary and benefits and \$8,513 for overhead costs.

The County of Renfrew Long-Term Care Homes have benefitted from the services of our shared NP for over twenty years. An application on behalf of Bonnechere Manor is currently underway with the intent of securing a designated NP for each Home. By virtue of reducing resident caseload, securing an NP for each Home will greatly enhance the ability for the NP to engage residents and family as well as lead clinical program advancement.

## **RESOLUTIONS**

# 5. Business Case – Bonnechere Manor Full-Time Registered Nurse

**Recommendation:** THAT the Health Committee recommends to County Council that the Full-Time Registered Nurse complement at Bonnechere Manor be increased by one (1) position of 1,950 hours from existing part-time hours effective November 6, 2022 in an effort to facilitate recruitment and retention.

## **Background**

The Registered Nurse (RN) position plays a critical role in the residents' health and over all wellbeing. As part of the Home's interdisciplinary team the RN assists in delivering personalized care while meeting regulations to ensure overall compliance with Ministry Standards.

An additional full-time (FT) RN position will assist in ensuring adequate coverage within the Registered Nursing department and assist with the consistency and quality of services as well as employee retention.

Currently Bonnechere Manor has six (6) part-time (PT) vacancies and recruitment for these positions has been an ongoing challenge over the past two years. Increasing the FT complement is consistent with the Provincial Long-Term Care Staffing Plan, as well as the Commissioner's recommendation as a means to promote more stable working conditions and reduce the number of individuals working multiple part-time jobs. The Business Case is attached as Appendix LTC-I.

# 6. Long-Term Care Homes Policies and Procedures – Vaccination Policy (Strategic Plan Goal #3)

**Recommendation:** THAT the Health Committee recommends to County Council that Policy G-010 Vaccination Policy for the Long-Term Care Homes remain applicable until March 1, 2023.

## **Background**

Committee will recall the presentation of the Long-Term Care Homes Vaccination Policy at the Special Health Committee meeting held on March 28, 2022 and the updates provided at the May 11, June 15, and August 10, 2022 Health Committee meetings.

Staff is recommending that the Long-Term Care Homes Vaccination Policy, attached as Appendix LTC-II, remain valid until March 1, 2023, in consideration of the prevalence of the Omicron variant and the risk posed to vulnerable populations.

A recent survey of Eastern Ontario Municipal Home Administrators identifies that Homes are maintaining the status quo where mandatory vaccine policy is concerned.

ELOREAT ARBOR	Business Case – Staffing Report  Date: October 12, 2022  Department: Bonnechere Manor  Prepared by: Mike Blackmore, Director of Long-Term Care
Proposal	To create one additional full time (FT) Registered Nurse (RN) position from current vacant part time (PT) hours. This revision to the RN staffing complement is presented as an alternative approach to resolve unsuccessful attempts to recruit and retain RN personnel on a part-time basis in a competitive Health Human Resources environment.
Position Union  Non-Union	Increase of one (1) Full-time RN position (1,950 hours) by decreasing 1,950 from part-time hours.
<ul><li>Summary</li><li>Background</li><li>Discussion</li></ul>	Background The RN position plays a critical role in the residents' health and overall wellbeing. As part of the Home's interdisciplinary team, the RN assists in delivering personalized care while meeting regulations to ensure overall compliance with Ministry Standards.
	An additional FT RN position will assist in ensuring adequate coverage within the Registered Nursing department and assist with the consistency and quality of services as well as employee retention.
	Discussion  Currently Bonnechere Manor has six (6) PT vacancies. Recruitment of PT RNs has been an ongoing challenge over the past two years. Increasing the FT complement is consistent with the Provincial Long-Term Care Staffing Plan as well as the Commissioner's recommendation as a means to promote more stable working conditions and reduce the number of individuals working multiple part-time jobs.

RATION OF THE COL	Business Case – Staffing Report
FOREAT ARBOT	Date: October 12, 2022 Department: Bonnechere Manor Prepared by: Mike Blackmore, Director of Long Term Care
Recommendation	That the Health Committee recommend to County Council that the Full-Time Registered Nurse complement at Bonnechere Manor be increased by one (1) position (1,950 hours) from existing part-time hours effective November 6, 2022 in an effort to facilitate recruitment and retention.
Financial	Expense:
Considerations	The Financial Impact will be negligible and will bring a marginal risk factor of short-term disability potential liability as a FT position.

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#### **BACKGROUND**

The County of Renfrew Department of Long-Term Care wishes to establish a policy that accurately reflects its duty to protect the health and safety of both our vulnerable Long-Term Care residents and the workforce without sacrificing its duty to comply with laws related to Human Rights and Privacy.

We continue to strive to achieve a balance between protecting residents from the evolving level of COVID-19 risk, and supporting overall quality of life and health and wellbeing of residents and their valued team members. We also remain conscious of the need to mitigate staffing pressures to ensure that we continue to provide high quality of care, while seeking to enhance staff satisfaction and experience.

In accordance with Ministry of Health (MOH) guidance, the *County of Renfrew Long-Term Care Home COVID-19 Vaccination Policy* is developed based on science, current best practices, regulatory review, and public health expertise in the context of the evolving global COVID-19 pandemic.

Vaccination remains the best defense against COVID-19, and, combined with other preventative measures, high vaccination rates help limit and prevent the spread of this virus in Long-Term Care homes. Vaccination against COVID-19 helps reduce the number of new cases, and, most importantly, reduces severe outcomes including hospitalizations and death due to COVID-19 in both residents and others who may be present in the long-term care environment.

Frontline healthcare workers can be at risk for occupational exposure and can potentially transmit infection to vulnerable populations. Healthcare workers are essential to the provision of healthcare, and their absence due to illness could compromise health system capacity.

Optimizing the protection of healthcare workers can help to balance any disproportionate burden of those taking on additional risks to protect the public, thereby upholding the ethical principle of reciprocity. Maintaining health system capacity is crucial to minimize serious illness and overall deaths while minimizing societal disruption as a result of the COVID-19 pandemic.

While the primary 2-dose COVID-19 vaccine series provided heroic efficacy against COVID-19, emerging evidence has now demonstrated a considerable decrease in COVID-19 vaccine protection against COVID-19 infection over time, and reduced efficacy against the variants of concern (VoC's) including the now predominant Delta and Omicron variants and sub-variants.

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"Booster Doses" are COVID-19 vaccines administered after the primary 2-dose series. The intent of a booster dose is to restore the protection that may have decreased to a level that is no longer sufficient for prevention or protection against COVID-19 and/or VoC's. Studies have evidenced improved vaccine efficacy with the booster dose against both the Delta and Omicron variants.

In high-risk settings like long-term care homes, vaccines have proven to be very effective against severe illness and outcomes, especially with a third or fourth dose. Evidence shows that boosters are highly effective against severe outcomes, including hospitalizations and death, with a third dose restoring protection from hospitalization to 95%.

This means people who received a third dose are less likely to become infected and then pass the virus to others.

With less people infected within long-term care homes, residents can enjoy the freedoms that support theirs and their family's overall health and wellbeing. Additionally, with less COVID-19 infections, there is a decreased risk for workers and lessened impact on the workforce as a whole, resulting in reduced staffing challenges and an overall improved experience for workers.

### **POLICY STATEMENT**

This policy is intended to proactively protect those who are at greatest risk of both exposure and serious harms due to COVID-19, prior to severe outcomes being observed.

The County of Renfrew will take every reasonable precaution in the circumstances for the protection of both vulnerable long-term Care residents in accordance with the Long-Term Care Homes Act, 2007, and workers from the hazards of COVID-19 per *Occupational* Health *and Safety Act, 1990 ("OHSA")*, O. Reg. 79/10, and any other applicable legislation or Directives. The County endeavors to encourage, support and maximize COVID-19 vaccination in its workplaces, and recognizes it as a critical preventative and control measure.

Towards this effort, a transparent and evidenced based risk analysis framework will be applied to guide the determination of appropriate infection prevention and control and health and safety measures.

The National Advisory Committee on Immunization (NACI) has outlined key considerations in determining risk, inclusive of immunization status and requirements for booster dose(s) of the 2

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COVID-19 vaccine. This risk analysis will guide decision-making, and support re-evaluation at appropriate intervals. **This policy will be re-evaluated by March 1, 2023.** 

	Assessment of:	Considerations:
Jurisdictional	Local epidemiology	Circulation of virus, including VoC     Evidence of decreasing protection against severe disease, infection, transmission
	Health system capacity and access	Limited health system capacity to withstand a surge in cases     Reduced access to health care
	Vaccine coverage of primary series in the population	Lower vaccine coverage at a regional population level leads to lower indirect protection and higher risk of breakthrough infection
Individual	Risk of increased waning of protection and/or less protection	Shorter interval between doses in the primary series     Longer time since completion of primary series     Moderately to severely immunocompromised individuals     Vaccination with only viral vector vaccines
	Risk of severe illness from COVID-19	Older age     Underlying medical condition (including those who are immunocompromised and who received a three-dose primary series)     Racialized and marginalized populations who have been disproportionately affected due to a number of intersecting equity factors
	Risk of transmission to individuals at increased risk of severe illness from COVID-19	Close contact with those at risk for severe disease (e.g., healthcare provider, primary caregiver) Decreased ability to physically distance (e.g., congregate living settings) Decreased access to infection prevention and control measures

(Source: Public Health Agency of Canada (December 2021). An Advisory Statement (ACS) National Advisory Committee on Immunization (NACI) Guidance on booster COVID-19 vaccine doses in Canada – Update December 3, 2021. Retrieved electronically March 10, 2022.)

Based on risk analysis, the precautionary principle supports mandatory vaccination of all County of Renfrew Long-Term Care employees, students, volunteers, support workers, essential caregivers, and general visitors against COVID-19 in accordance with the <a href="https://example.com/highest-bevel of protection">https://example.com/highest-bevel of protection</a> medically recommended for the Long-Term Care Sector.

Vaccination Requirements for all County of Renfrew Long-Term Care employees, students, volunteers, support workers, and essential caregivers include:

a) all required doses of a COVID-19 vaccine to be fully vaccinated against COVID-19

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- b) booster dose(s) of a COVID-19 vaccine authorized by Health Canada in accordance with the highest level protection medically recommended for the long-term care sector.
- c) with 14 days passing after receiving last vaccine (This 14 days will need to be considered in the context of staffing, and onboarding for new employees)

General visitors, contract workers and children aged 5-11 are required to provide proof of vaccination including a <u>minimum</u> of the primary 2-doses of a COVID-19 vaccine approved by Health Canada with 14-days passing after receiving their last vaccine.

Visitors of any kind who are not fully vaccinated as outlined above are restricted to outdoor visits, based on the ability of the home to reasonably accommodate.

### **Exceptions:**

- A General Visitor or caregiver attending the home to visit or attend to a resident receiving palliative end-of-life care
- Children/Infants under the age of five (5) provided no vaccine has been approved for this demographic.
- A support worker who is attending the home for emergency or palliative situations, to provide timely medical care, or for the sole purpose of making a delivery

Booster doses following COVID-19 infection confirmed via Rapid Antigen Test (RAT), and/or PCR:

• Individuals who have tested positive for COVID-19 <u>after</u> their primary 2-dose vaccine series, but before receiving the booster dose may be recommended to wait to receive their booster dose until 90 days after testing positive, however, they may receive their booster once they are asymptomatic and isolation completed (with informed consent).

In this event, the individual is required to provide the home with the date of positive RAT/PCR test, and must provide proof of receiving their booster dose no more than 90 days from date of positive test.

### **POLICY SCOPE**

This policy applies to all County of Renfrew Department of Long-Term Care employees, students, volunteers, support workers, essential caregivers, and general visitors. This policy covers the following content:

Proof of vaccination

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- Non-vaccinated parties
- Accommodations
- Encouraging vaccination
- Enforcement
- Roles and responsibilities
- Privacy and confidentiality
- Amendments

Consult the appropriate Collective Agreement for any deviations to this policy.

### **POLICY DEFINITIONS**

**Covered individuals** includes any staff member, student/trainee, volunteer, or other designated essential caregiver currently working in-person in a health care organization, including workers and general visitors that are not providing direct patient care and are frequently in the patient environment (i.e. cleaning staff, research staff, or other administrative staff).

**COVID-19** is the infectious disease caused by SARS-CoV-2, a highly contagious virus.

**Vaccine(s)** refers to a vaccine approved by Health Canada for use in Canada in relation to COVID-19.

**Vaccination** refers to the administration of a vaccine to protect individuals from COVID-19. It may include the administration of one or more doses of a vaccine.

**Vaccinated** refers to an individual who has received all recommended doses of a vaccine that is recommended or required with 14 days passing after receiving last vaccine.

#### **POLICY CONTENT**

## 1. Proof of Vaccination

Covered individuals who receive COVID-19 vaccinations are required to submit proof of vaccination using the Ontario Ministry of Health receipt or equivalent with 14 days passing after receiving last vaccine to be permitted access to the Home. Any covered individuals that begins to work at the County of Renfrew Department of Long-Term Care are required to submit proof of vaccination as a condition of employment.

Vaccination status information, including vaccine type and the date, time, and location for each vaccine dosage, will be collected, used and disclosed pursuant to The County's Privacy policy, the terms of this policy, and all applicable privacy legislation. Vaccination status

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information will only be collected, used and disclosed as required for the reasonable purpose of:

- Health and safety planning and as a reasonable precaution to ensure the health and safety of the workforce amidst a pandemic;
- Limited disclosure to County clients as required by the terms of the service relationship or when determined to be necessary and lawful by the County; and
- Administering this policy.
- A receipt of vaccination can be obtained by logging into the Ontario COVID-19 portal at <a href="https://covid19.ontariohealth.ca/">https://covid19.ontariohealth.ca/</a>. An acceptable Ontario receipt will look like this:



#### 2. Non-vaccinated Parties

Covered individuals who do not submit proof of vaccination will be deemed non-vaccinated and will be denied access to the home. Staff will remain on or be placed on an unpaid leave of absence.

#### 3. Accommodation

The County is committed to a workplace free from discrimination and harassment in accordance with the *Ontario Human Rights Code, 1990*. The County will provide reasonable accommodation for covered individuals belonging to a prohibited ground under the *Code,* short of undue hardship. Covered individuals who refuse vaccination due to personal preference do not qualify for accommodation under the *Code.* 

Covered individuals seeking accommodation must identify the specific prohibited ground they believe exempts them from vaccination. Those who request accommodation must reasonably 16

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participate in the accommodation process by providing information related to the relevant prohibited ground, any limitations or restrictions that exist, and any remedies that may enable accommodation. To discuss possible exemptions related to a prohibited ground, covered individuals should contact their immediate Supervisor and Human Resources. If an exemption is medical in nature, covered individuals should contact an Employee Health Coordinator directly.

## **Medical Exemptions:**

Individuals must provide proof of a valid medical exemption in the form of an enhanced vaccination certificate that:

- a) confirms that the individual cannot be vaccinated against COVID-19 or cannot receive a subsequent dose of a COVID-19 vaccine for a medical reason
- b) is issued in accordance with <u>Ministry of Health's guidance on Medical Exemptions to COVID-19 vaccination</u> (as amended)
- c) specifies the effective time-period for the medical exemption

If the medical exemption is time-limited, the covered individual is required to provide proof of vaccination within 30 days of the medical exemption expiring.

# 4. Encouraging Vaccination

To maximize vaccination rates for its workforce, the County will, to the extent possible:

- Assist covered individuals by providing information on COVID-19 vaccination and locations where COVID-19 vaccinations may be administered; and
- Approve reasonable time off requests for covered individuals to access vaccination during work hours with no loss of wages, wherever possible.
- Endeavor to provide on-site access to COVID-19 Vaccination during working hours to facilitate accessibility to the vaccine.

<u>Education</u>: County of Renfrew Long-Term Care Homes shall make available to staff, support workers, student placements, volunteers and caregivers education and/or resources that includes the following information:

- a) how COVID-19 vaccines work
- b) vaccine safety related to the development of the COVID-19 vaccines
- c) the benefits of vaccination against COVID-19
- d) risks of not being vaccinated against COVID-19
- e) possible side effects of COVID-19 vaccination

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### 5. Enforcement

Employees placed on a general non-statutory unpaid leave of absence are subject to Policy E-08 General and Unpaid Leaves of Absences, which outlines the impacts to employee benefit entitlements.

If misleading or false information has been provided with respect to vaccination status, test results or accommodation the County of Renfrew may issue discipline in accordance with Policy H-02 Discipline and Dismissal where necessary.

Vaccination reduces the chance that you will get sick or infected if you are exposed to COVID-19. A layered approach to workplace infection prevention and control measures reduce the chance of being exposed to the virus. COVID-19 vaccines do not replace the need for strict adherence to established COVID-19 public health measures.

<u>Communication</u>: The County of Renfrew shall ensure that information on the proof of vaccination requirements, is communicated to all covered individuals and to residents and their substitute decision makers.

Communication will include the consequences for individuals who do not provide proof of vaccination, (or approved accommodation) including that they cannot attend the home for the purpose of working, undertaking a student placement, volunteering, or visiting or attending to a resident within the Long-Term Care Home.

Any additional consequences shall be in accordance with the licensees applicable human resource policies, collective agreements, and any applicable legislation, directives and policies. (Source: Ministers Directive: Long-Term care Home COVID-19 Immunization Policy)

# 6. Roles and Responsibilities

The County of Renfrew recognizes that we all play a role in upholding this policy. The following outlines the various roles and responsibilities placed on all parties in the workplace.

The Employer is responsible for the following:

- Compliance with this policy, and all applicable legal obligations with respect to occupational health and safety, human rights, privacy and other relevant legislation;
- Ensure protection of all covered individuals and take all reasonable precautions to this end;

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- Establish, and review as required, all personal protective equipment requirements and preventive measures needed to reasonably protect its workforce from COVID-19;
- Maintain the dignity, privacy and respect of all covered individuals on matters related to this policy; and

Supervisors are responsible for the following:

- Comply with this policy and fulfil all responsibilities assigned to Supervisors;
- Ensure protection of all covered individuals and take all reasonable precautions to this end;
- Ensure covered individuals are using personal protective equipment and following preventive and control measures set by the County;
- Work with management to collectively administer this policy.

Covered individuals are responsible for the following:

- Comply with all aspects of this policy;
- Use all personal protective equipment required under this policy; and
- Follow all preventive and control measures set by the County with respect to COVID-19.

# 7. Privacy and Confidentiality

- Information pertaining to medical contraindication, and/or confirmation with respect to any other exemption granted will be collected and stored by the Occupational Health Department.
- Supporting documentation related to any non-medical request for an exemption will be collected and maintained by Human Resources.
- This information will be used internally by the County for the purpose of administration of the policy, outbreak planning and management, workforce management, scheduling and as otherwise permitted or required by law. It will be held in confidence, securely stored and shared only as required to achieve these purposes.
- Staff should note that the County may be required to collect and maintain statistical information and, on request of the Office of the Chief Medical Officer of Health, may need to disclose the statistical information to the Ministry of Health.
- Any other disclosure in accordance with this policy will be de-identified and/or aggregated, unless permitted or required by law (e.g., occupational health or public health reporting etc.).
- Any questions about the collection, use or disclosure of this information should be

County of Renfrew Long-Term Care Homes Policy					
DEPARTMENT: POLICY #:					
General	General G-010				
POLICY:					
COVID-19 Vaccination for County of Renfrew LTCH's					
DATE: REV. DATE: COVERAGE: PAGE #:					
Mar 28/22 Oct 12/22 All Employees/Caregivers/Visitors 10 of 11					

directed to Human Resources.

## 8. Amendments

The County will review this policy and update it reasonably as required to mirror the evolving evidence, and nature of the pandemic.

#### **Reference Documents:**

- Government of Canada. *COVID-19 vaccine: Canadian Immunization Guide*. Retrieved electronically March 11, 2022)
- Government of Ontario. (February 10, 2022) Ministers Directive: Long-term care home COVID-19 immunization policy. Retrieved electronically March 11, 2022)
- Occupational Health and Safety Act, R.S.O. 1990, c. O.1. Retrieved electronically March 10, 2022.
- Ontario Human Rights Commission. (September 2021) Policy Statement on COVID-19
   vaccine mandates and proof of vaccine certificates. Retrieved electronically March
   10, 2022.
- Ontario Ministry of Health (February 2022). COVID-19 Vaccine Third Dose Recommendations. Retrieved electronically March 10, 2022.
- Ontario Ministry of Health (February 2022). RESOURCE GUIDE: MINISTERS DIRECTIVE LONG-TERM CARE HOME COVID-19 IMMUNIZATION POLICY. Retrieved electronically March 22, 2022.
- Long-Term Care Homes Act, 2007, S.O. 2007, c. 8. Retrieved electronically March 11, 2022.
- O. Reg. 79/10: GENERAL under *Long-Term Care Homes Act, 2007, S.O. 2007, c. 8*. Retrieved electronically March 11, 2022.
- Public Health Agency of Canada (December 2021). An Advisory Statement (ACS)
   National Advisory Committee on Immunization (NACI) Guidance on booster COVID-19
   vaccine doses in Canada Update December 3, 2021. Retrieved electronically March 10, 2022.

County of Renfrew Long-Term Care Homes Policy				
DEPARTMENT: POLICY #:				
General	General G-010			
POLICY:				
COVID-19 Vaccination for County of Renfrew LTCH's				
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## **COUNTY OF RENFREW**

#### **EMERGENCY SERVICES REPORT**

**TO:** Health Committee

**FROM:** Michael Nolan, Director of Emergency Services/Chief, Paramedic Service

**DATE:** October 12, 2022

**SUBJECT:** Department Report

#### **INFORMATION**

## 1. County of Renfrew Community Paramedicine [Strategic Plan Goal # 1)

Commander Amber Hultink virtually presented "Community Paramedicine in Canada", at the German Rescue Service Symposium on Saturday, September 17, 2022.

# 2. Virtual Triage Assessment Centre - Community Impact Award

On Saturday, September 24, 2022, the County of Renfrew was presented the 2022 Community Impact Award at the Upper Ottawa Valley (UOV) Chamber of Commerce Business Excellence Award Gala for Renfrew County VTAC. This award is recognized as further acknowledgement of the tremendous service that RCVTAC provides to the residents of the County of Renfrew.

This year the awards were judged by chamber of commerce executives from across Canada who were not UOV chamber members. The County of Renfrew also received certificates of congratulations from MP Cheryl Gallant and MPP John Yakabuski.

# 3. Ministry of Health and Long-Term Care Certification

Certified ambulance service operators must undergo a ministry-led peer recertification process every three years – before their existing certificate has expired. This process confirms that the operator meets compliance with

legislated land or air certification standards as applicable. The certification of a service is not extendable under the *Ambulance Act*.

Notice of an upcoming Ambulance Service Review is given 90 days before the on-site review occurs. Notification includes a team checklist self-assessment and resource tool, which helps an ambulance service prepare for review.

Ambulance service providers will also be sent a letter to confirm the date and time of their review, approximately 30 days before the deadline. Previous reviews were conducted in person by a review team. In response to COVID-19 and as a cost-savings measure, the review will be largely conducted in an on-line format.

When a service has successfully completed the ambulance service review, demonstrating compliance with the land or air ambulance certification standards, the service is issued a three-year certificate to operate an ambulance service. When an ambulance service does not initially meet certification standards, the ministry conducts a supplemental visit to reevaluate the service's success in meeting the standards.

# 4. Emergency Management

A Chemical, Biological, Radioactive, Nuclear (CBRN) decontamination exercise was held at St. Francis Memorial Hospital on October 12, 2022.

Alternate CEMC Steve Osipenko was elected Sector Co-Chair for the Capital Sector for another two-year term. Acting Commander Osipenko is well placed to represent the County of Renfrew at a provincial level.

# 5. Exemplary Service Awards

The Service is pleased to report that two County of Renfrew Paramedics have received the Governor General's Emergency Medical Service Exemplary Service Awards for 2022 at the Ontario Association of Paramedic Chiefs (OAPC), fall meeting. Ms. Jan Farrell, and Mr. Gerry Slobodzian, both Primary Care Paramedics, received the honour from Canada's Surgeon General, Major General Marc Bilodeau, serving as the official representative of The Governor General of Canada, Her Excellency the Right Honourable Mary Simon. The Governor General makes Exemplary Service Medals available for EMS professionals as part of the Canadian Honours Programme. The award

was created in 1994 and is available to eligible members of pre-hospital emergency medical services who have served for at least twenty years in a meritorious manner and have performed their duties in an exemplary manner, characterized by the highest standards of good conduct, industry, and efficiency. To qualify, at least ten of these years of service must have been street-level duty involving potential risk to the individual.

# 6. Emergency Services Race

The second annual Emergency Services Race was held September 25 at Ma-Te-Way Park in Renfrew, with more than \$1,000 raised for the Phoenix Centre. Attached as Appendix ES-I is a media release providing details of the event.

## 7. Capital Assets (Vehicles)

The Emergency Services Department presented the vehicle line of the capital asset section at the 2021 Budget Workshop. The vehicles that had been approved for 2021 were not available due to supply issues and funds budgeted for the purchase were carried over. The Service had slated replacement of two Ford Expeditions and one F250 Chevy half ton. We accepted instead, three Chevy Tahoe half-ton trucks. We will continue to review ongoing vehicle needs against supply/time issues.

# 7. Community Paramedic Program

Community Programs Commander Amber Hultink attended The Eastern Ontario Association of Paramedic Chiefs bi-annual meeting held in Kingston September 7-9, 2022. This provided an opportunity for leadership from all Eastern Ontario Paramedic Services to send a representative from their Community Paramedicine program. The Community Paramedicine program leadership met to discuss system improvements and efficiencies, challenges, and opportunities for further collaboration.

The Community Paramedic Program is holding an in-person Education Day on October 20, 2022 for CPRU that will provide continuing education and information on key topics such as, Palliative Care and the Process of Dying, Medical Assistance in Dying (MAiD), New Medical Directives and Case Studies. The education day will provide 8 CME credits for attendees.

Amber Hultink, CPRU Commander will be sitting at the Champlain Dementia Network Housing Roundtable. The housing situation in our region is having many challenges. We hope this forum will allow opportunity to bring issues forward and allow for collaborative solutions. The table will consist of many partner organizations such as Public Health and Housing. We are happy to be invited and participate, provide situational awareness and continued patient/family advocacy to improve current housing situations where it could directly benefit their health and wellness.

#### RESOLUTIONS

## 8. ROMA Delegation Request

**Recommendation:** THAT the Health Committee recommend that County Council approve the submission of a delegation request for the ROMA Conference with the Minister of Health for the Renfrew County Virtual Triage and Assessment Centre.

## **Background**

The Rural Ontario Municipal Association Conference is scheduled for Sunday, January 22 to Tuesday, January 24, 2023, to be held at the Sheraton Centre Hotel, 123 Queen Street West, Toronto. The deadline for submission of delegation requests will likely be mid November.

It is extremely important to continue advocating for VTAC to ensure that all residents have access to a doctor when needed.

## **BY-LAWS**

9. Educational Affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia

**Recommendation:** THAT the Health Committee recommend that County Council adopt a By-law authorizing the Warden and CAO/Clerk to sign the Educational Affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia for preceptorship ride outs for Canadian Military Search and Rescue Technicians (SARTech) with County of Renfrew Sierra/CPRU Paramedics.

# **Background**

The County of Renfrew Sierra Team and Community Paramedic Program is nationally recognized as a model of service delivery. The Service was contacted by the Justice Institute of British Columbia requesting that each of the Canadian Military SARTechs complete approximately four observer rideouts with our paramedics.

Attached as Appendix ES-II is the Educational Institution Affiliation Agreement.

## **MEDIA RELATIONS**

9 INTERNATIONAL DRIVE PEMBROKE, ON, CANADA K8A 6W5 (613) 735-7288 www.countyofrenfrew.on.ca





Appendix ES-I

## **RELEASE DATE:**

September 22, 2022

# Still time to register for September 25 Emergency Services Race in Renfrew to benefit Phoenix Centre for Children and Families

RENFREW – The County of Renfrew Paramedic Service is hosting its second Emergency Services Race September 25 at Ma-Te-Way Park in Renfrew.

This family-friendly event provides an opportunity for members of the community to walk, run or cycle while raising funds for a great cause. All proceeds from the race will be donated to the Phoenix Centre for Children and Families.

This race is about bringing the community together to encourage residents to get active, which contributes to overall health and wellness.

Registration begins at 8:30 a.m. as the event features a youth race at 9:30 a.m. Kids under 16 can join for free. There will be a one-kilometre loop set up for them, or they can join into one of the other races. There are also a 20-kilometre bike at 10:15 a.m., 10-kilometre walk/run at 10:20 a.m. and five-kilometre walk/run at 10:25 a.m. A free lunch will also be provided beginning at 11 a.m.

Members of the Paramedic Service have been working hard behind the scenes to ensure a successful event. This is seen as an extension of the community outreach which is demonstrated by the County of Renfrew Paramedic Service on a daily basis.

"We are excited to bring together first responders, health-care professionals and our community partners to promote a healthy lifestyle and support the outstanding work of the Phoenix Centre," said Chief Michael Nolan, County of Renfrew Paramedic Service.

The Phoenix Centre is also thrilled to be chosen as the charity to benefit from the race.

"We are so pleased the County of Renfrew Paramedic Service has chosen to assist the Phoenix Centre through the Emergency Services Race," said Sue Kennedy, executive director, Phoenix Centre for Children and Families. "Funds received from this event will go to support the children and families with complex mental health needs at our agency. Thank you for supporting our work and helping us make a positive difference in peoples' lives."

The registration deadline for the Emergency Services Race has been extended to September 24. To register visit the <u>Paramedic Service website</u> and use promo code "ESRACE2022" for a discounted rate.

## FOR MORE INFORMATION CONTACT:

Michael Nolan	Chief, Paramedic Service	613-735-7288
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Tina Peplinskie Media Relations Coordinator 613-735-7288

#### **COUNTY OF RENFREW**

#### **BY-LAW NUMBER**

A BY-LAW AUTHORIZING THE WARDEN AND CLERK TO EXECUTE AN EDUCATIONAL AFFILIATION AGREEMENT BETWEEN THE COUNTY OF RENFREW PARAMEDIC SERVICE AND THE JUSTICE INSTITUTE OF BRITISH COLUMBIA FOR PRECEPTORSHIP OF CANADIAN MILITARY SEARCH AND RESCUE TECHNICIANS (SARTECH) WITH THE COUNTY OF RENFREW SIERRA/CPRU PARAMEDICS.

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an Educational Affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia for preceptorship ride outs for Canadian Military Search and Rescue Technicians (SARTech) with County of Renfrew Sierra/CPRU Paramedics.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

- 1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and the Justice Institute of British Columbia.
- 2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
- 3. That this by-law shall come into force and take effect upon the passing thereof.

READ a third time and finally passed this 20	6th day of October 2022.	
READ a second time this 26th day of Octob	per 2022.	
READ a first time this 26th day of October	2022.	

# EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT BETWEEN THE COUNTY OF RENFREW PARAMEDIC SERVICE AND THE JUSTICE INSTITUTE OF BRITISH COLUMBIA

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County of Renfrew Paramedic Service 9 International Drive, Pembroke, ON K8A 6W5 613-735-7288

Michael Nolan, Chief

("Health Authority")

AND:

Justice Institute of British Columbia

715 McBride Boulevard New Westminster, BC

V3L 5T4

Telephone: 604-525-5422

Title of Representative: Colleen Vaughan, Vice-President, Academic

("Institution")

#### **BACKGROUND**:

The Health Authority and the Institution wish to work together to support the learning experiences of students enrolled in the Institution's educational programs, by providing them with access to practice education experiences at one or more facilities operated by the Health Authority.

### AGREEMENT:

The Health Authority and Institution agree to be bound by the attached Terms and Conditions ("Agreement").

This Agreement may be executed in counterpart, both of which together will constitute one and the same instrument and either party may deliver an executed counterpart by facsimile transmission.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT:

HEAL	TH AUTHORITY	INSTITUTION			
Per:		Per:			
	Authorized Signatory		Authorized Signatory		
Name	:	Name:	Mike Proud		
Title:		Title:	Vice-President, Finance & Operations		
Date:		Date:			

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#### **TERMS AND CONDITIONS**

#### 1. **DEFINITIONS**

In this Agreement:

- (a) "Applicable Law" means all present and future laws, statutes and regulations, applicable to any person, property or event relating to this Agreement, and all directives, rules, guidelines, orders and policies of any governmental authority having authority over that person, property or event and all general principles of common law and equity.
- (b) "Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) "Confidential Information" means all data, information and material relating to the Health Authority and its services, HA Staff, contractors, service providers or Patients, whether or not it is stored in written, electronic or any other form, that Students or Institution Staff receive, in connection with this Agreement, including (i) Personal Information about HA Staff and Patients, (ii) Health Records, (iii) any information about the business, affairs or operations of the Health Authority which is not generally known or available to the public.
- (d) "Facilities" means those facilities that are operated or administered by the Health Authority.
- (e) "FOIPPA" means the Freedom of Information and Protection of Privacy Act (British Columbia), and regulations thereto, as amended or substituted from time to time.
- (f) "PHIPA" means the *Personal Health Information Privacy Act* (Ontario), and regulations thereto, as amended or substituted from time to time.
- (g) "HA Staff" means the officers, directors, employees, physicians, contractors, subcontractors, representatives or agents of the Health Authority.
- (h) "Health Care Services" means all services provided by the Health Authority to or for the benefit of members of the public whether in acute, residential care, community care, research or other sectors.
- (i) "Health Records" means Patient care records, clinical records and all other records and documents pertaining to the delivery of Health Care Services to Patients or Patient Personal Information.
- (j) "Health and Safety Standards" means all Applicable Laws, standards of practice and codes of ethics issued by any professional regulatory body, and all rules, policies and regulations in place at the Health Authority or its Facilities that apply to the Students or the Institution Staff at the Facilities, any of which relate to workplace safety, the delivery of Health Care Services or the health and safety of Patients or HA Staff.
- (k) "Institution Staff" means the instructors, officers, directors, employees, contractors, subcontractors, representatives or agents of the Institution.
- (I) "Patients" means individuals who receive Health Care Services from the Health Authority or at the Facilities.
- (m) "Personal Information" has the meaning set out in FOIPPA for British Columbia and PHIPA for Ontario.
- (n) "Practice Education" means that part of a student's educational experience which takes place in the workplace and may involve direct patient care or access to patient information. In such an experience, the student may provide services to and for the benefit of patients/families. The student provides such services under the general direction and supervision of HA Staff or Institution Staff, who are practicing health professionals, and are authorized and qualified to provide the services.
- (o) "Program" or "Programs" means those educational programs offered by the Institution and recognized by the Health Authority.

(p) "Students" means those students of the Institution who are selected by the Institution to participate in the Programs.

#### 2. SCHEDULES

Schedule A (Insurance) attached to this Agreement, will, for all purposes, form an integral part of this Agreement.

#### 3. **TERM**

This Agreement will commence October 1, 2022 and shall continue thereafter until terminated in accordance with Section 11. The parties shall review this Agreement from time to time and revise if necessary by mutual agreement.

#### 4. MUTUAL OBLIGATIONS AND ACKNOWLEDGEMENTS:

- (a) The Health Authority and the Institution agree:
  - to work collaboratively with each other to enhance the practice education experience of the Students in the Programs;
  - (ii) to promote inter-professional practice education planning, delivery and evaluation; and
  - (iii) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Program.
- (b) The Institution and the Health Authority acknowledge that the Students' educational program is designed and sponsored by the Institution, and the Institution acknowledges that the Health Authority provides no representations or warranties concerning the practice education experiences or its ability to provide supervision of or instruction to Students.

#### 5. **OBLIGATIONS OF THE HEALTH AUTHORITY:**

- (a) The Health Authority agrees:
  - to provide Institution Staff and Students with reasonable access to Facilities for the practice education experience and to provide supplies and equipment as reasonably required to support the practice education experiences;
  - (ii) to provide such onsite supervision of Students engaged in the practice education experience at the Facilities, as may be agreed upon with the Institution;
  - (iii) to make available to the Student, and to the Institution Staff, the Health and Safety Standards, any applicable intellectual property policy, and such other of the Health Authority's rules, regulations and policies that apply to the Program; and
  - (iv) to consult with the Institution in its evaluation of the Programs when reasonably requested to do so:
- (b) Notwithstanding any other provision of this Agreement, the Health Authority's obligations under this Agreement will be subject to the availability of resources, its operational and administrative needs

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and ensuring the safety and care of its Patients. Without limiting the foregoing, the Health Authority may, at its discretion, alter, change, re-schedule, substitute or terminate any Program or any practice education experience in order to meet its operational or administrative needs, in the event of employment or labour disputes or disruptions, to comply with Applicable Laws, in the event of emergencies or on the basis of the health or safety of Patients and HA Staff.

#### 6. **OBLIGATIONS OF THE INSTITUTION:**

- (a) The Institution agrees:
  - to work collaboratively with the Health Authority to ensure the effective operation and administration of the Programs, including scheduling the practice education experience and instruction for Students and attendance by Institution Staff;
  - to ensure all Students are duly registered at the Institution, are in good standing and satisfy all of the Institution's admission and performance standards necessary for participation in the Programs;
  - (iii) to work with the Health Authority to designate HA Staff and/or Institution Staff who will be engaged in planning of the practice education experience and instructing Students in the course of the Program;
  - to consider, and where appropriate, recognize significant involvement of members of HA Staff in the Program through academic appointments to the Institution, subject to the Institution's policies and procedures;
  - (v) to take reasonable steps to ensure that the Students and Institution Staff are aware of and comply with this Agreement, conduct themselves professionally and courteously, and that they comply with the Health and Safety Standards, any applicable intellectual property policy, and all other rules, regulations, and policies of the Health Authority that apply to the Program;
  - (vi) to acknowledge that the Health Authority may refuse to permit a Student or member of Institution Staff to attend at any of the Facilities if a student refuses to comply with the Health and Safety Standards, including any testing or screening requirements of the Health Authority; and
  - (vii) that the Institution is solely responsible for the operation of the Programs, and the form of instruction, design and delivery of educational services to Students participating in a Program or Programs.
- (b) The Institution agrees that it is an independent body, and not the agent, partner or joint venturer of the Health Authority and the Institution will not hold itself out to the public as such or make representations to Students or others that the Health Authority has approved the Programs.
- (c) The Institution will take all reasonable steps to ensure that all Students and Institution Staff are aware and understand standards of work place behaviour, including but not limited to, harassment, discrimination, sexual misconduct, abuse, and appropriate professional and respectful work place behaviour, confidentiality, all consistent with Health Authority practice education policies and guidelines and other rules, policies and standards.

## 7. DESIGNATED REPRESENTATIVES, INCIDENT REPORTING & DISPUTE RESOLUTION

- (a) In respect of the Program or Programs, the Health Authority and the Institution will designate one or more individuals to act as their respective representative(s) in all matters relating to the operation of the applicable Program or Programs, in order to facilitate communications between the parties to this Agreement.
- (b) The Institution will immediately report to the Health Authority any incident taking place at the Facilities involving its Students or Institution Staff that causes or compromises the mental or physical health or safety of Patients, HA Staff or members of the public, including, but not limited to, breaches of the Health and Safety Standards.

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- (c) If the Institution identifies a Student or Institution Staff member who poses or may potentially pose a health or safety risk to HA Staff or Patients at the Facilities, the Institution will immediately advise the Health Authority, and will, if reasonably necessary to protect others, suspend that Student's or Institution's Staff member's participation in the Program, which may not be resumed without Health Authority approval.
- (d) The Institution and the Health Authority will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations. All claims, disputes or issues in dispute between the parties that are not resolved by negotiation will, with the agreement of the parties, be decided by mediation or arbitration, or failing agreement, in a Court of competent jurisdiction within the province of British Columbia.

### 8. SUSPENSION AND REMOVAL

- (a) The Health Authority may suspend or exclude a Student or an Institution Staff member from Program activities at the Facilities, either temporarily, pending investigation or permanently, in any circumstances where the Health Authority or Institution has identified that the Student or Institution Staff member has, or there are reasonable grounds for believing that the Student or Institution Staff member has:
  - (i) failed to comply with the Health and Safety Standards or any other rules, regulations and policies of the Health Authority or any agreement with the Health Authority;
  - (ii) endangered the mental or physical health or safety of any person; or
  - (iii) otherwise interfered with or compromised the operation of the Facilities or the provision of Health Care Services.

#### 9. **EMPLOYMENT**

The Institution agrees that the Institution Staff and Students are not, by virtue of their involvement or participation in the Programs, employees of the Health Authority, nor are they entitled to employment benefits of any kind whatsoever from the Health Authority, including but not limited to statutory programs and disability, life or other insurance coverage. The Health Authority will have no liability or responsibility for the withholding, collection or payment of income taxes, employment insurance, statutory or other taxes or payments of any nature on behalf of, or for the benefit of, the Institution, Institution Staff or the Students. The Health Authority shall be solely responsible for the employment, working conditions and any liabilities arising from its employment relationship with HA Staff participating in the Programs. For further clarification, this provision does not limit the Health Authority's ability to hire Students independently of their participation in the Programs.

#### 10. PRIVACY AND CONFIDENTIALITY

- (a) It is acknowledged that in the course of participating in the Programs, Institution Staff and Students may have access to Confidential Information, and that such information is subject to obligations of privacy and confidentiality. More particularly, the Institution acknowledges and understands that the Health Authority is a public body subject to the provisions of the PHIPA and owes obligations of privacy and confidentiality to, among others, Patients and HA Staff.
- (b) The Institution acknowledges and agrees that all Confidential Information is deemed to be the property of the Health Authority, and that this Agreement does not grant the Institution, Institution Staff or Students any authority to use, disclose, collect or retain such information or records except to the extent strictly required for participation in a Program. Without limiting the foregoing, in no case will Students or Institution Staff be permitted to retain or remove Health Records from the Facilities without the express written consent of the Health Authority.
- (c) The Institution agrees that:
  - (i) it will take reasonable steps to ensure that all Institution Staff and Students are aware of and uphold Health Authority policies regarding privacy and confidentiality and comply and act consistently with the Health Authority's obligations under PHIPA and any other Applicable Laws or standards of practice;

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- (ii) it will immediately report to the Health Authority any breaches or potential breaches of this paragraph 10, and provide assistance and cooperation with any investigation conducted by the Health Authority into such breach; and.
- (iii) on request, it will immediately return any Health Records or Confidential Information in the possession of the Institution and will use its best efforts to facilitate the return of any Confidential Information in the possession of Institution Staff or Students.
- (d) The Institution acknowledges that this Agreement requires the Institution to make disclosure of certain information about Students and Institution Staff to the Health Authority. The Institution shall obtain all necessary consents from Students and Institution Staff under FOIPPA, if any are required, to permit such disclosures.
- (e) The Health Authority shall protect the Personal Information of Students and Institution Staff that is in the custody and control of the Health Authority all in accordance with FOIPPA.
- (f) No Student will be permitted by the Institution to participate in a Program unless he or she has signed a Confidentiality Agreement in a form approved by the Health Authority.

#### 11. **TERMINATION**

- (a) This Agreement or any one or more Programs may be terminated as follows:
  - (i) by either party with or without reason, on 90 days' written notice;
  - (ii) by the Health Authority in the event that the Institution is in breach of this Agreement and the Institution has failed to rectify such breach upon being given 14 Business Days written notice of the breach; or,
  - (iii) by the Health Authority with immediate effect if the Health Authority determines, in its sole discretion, that a breach of this Agreement has been committed by the Institution and such breach has caused or is likely to cause an adverse effect on the health or safety of its Patients.
- (b) Termination will not affect the obligations of either party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.

## 12. INDEMNIFICATION<sup>1</sup>

- (a) The Institution shall indemnify and save harmless the Health Authority from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Institution, Institution Staff, or Students arising out of this Agreement, excepting always liability arising from the negligence of the Health Authority or HA Staff.
- (b) The Health Authority shall indemnify and save harmless the Institution from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Health Authority arising out of this Agreement, excepting always liability arising from the independent negligence of the Institution, Institution Staff, or Students.

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<sup>&</sup>lt;sup>1</sup> The indemnity language in this template has been approved by the BC Ministry of Finance. The indemnity granted by the Health Authorities to UCIPP and non-UCIPP institutions is approved under Indemnity No. 080257 & the indemnity granted by the UCIPP institutions to the Health Authorities is approved under Indemnity No. 080263

#### 13. **INSURANCE**

The Institution and the Health Authority each agree to maintain insurance coverage in accordance with Schedule A to this Agreement.

#### 14. **GENERAL**

- (a) This Agreement shall be for the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- (b) If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.
- (c) The provisions herein and Schedules hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof
- (d) Any inconsistency between this Agreement, and the policies, guidelines, Schedules or documents appended to or incorporated by reference into this Agreement will be resolved in favour of the Agreement.
- (e) The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.
- (f) No amendment to this Agreement shall be enforceable unless the same is in writing and signed by the Parties hereto.
- (g) This Agreement shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties agree to attorn exclusively to the jurisdiction of the courts of British Columbia.
- (h) The Institution may not assign its rights under this Agreement.
- (i) Paragraphs 10, 11, and 12 will survive the termination of this Agreement.
- (j) Each notice to a Party must be given in writing. A notice may be delivered by hand or fax to a representative of the Party at the address or facsimile number set out on the first page of this Agreement, and will be validly given if delivered on a Business Day to the above address, or, if transmitted on a Business Day by fax addressed to the other Party to any other address, fax number or representative that the party designates in writing. Any notice if validly delivered, will be deemed to have been given when delivered.
- (k) Any party may deliver an executed copy of this Agreement by mail, email or fax. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

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#### **SCHEDULE A - INSURANCE**

#### 1. UCIPP

If the Institution is covered by the University, College and Institution Protection Program ("UCIPP"), the Institution will maintain third party liability coverage through UCIPP throughout the term of the Agreement.

#### 2. NON-UCIPP

If the Institution is covered by an insurance carrier other than UCIPP, the Institution will:

- (a) Maintain comprehensive third party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, and
- (b) Maintain medical malpractice and/or professional liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence

covering claims brought against the Institution, Institution Staff or Students who are involved in the Program for injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the Institution, Institution Staff, Students, and its agents or volunteers while in attendance at the Facilities.

#### 3. INJURIES TO STUDENTS AND INSTITUTION STAFF

In no event, and for no purpose, will any Institution Staff or Students be considered an employee, representative or agent of the County of Renfrew Paramedic Services. The County of Renfrew Paramedic Services will not afford workers' compensation insurance coverage or other benefits to Institution Staff and Students. The Institution will ensure that Institution Staff have appropriate workers' compensation insurance coverage. It is the responsibility of the Institution to inform Students that neither the County of Renfrew Paramedic Services nor the Institution will provide Students with workers' compensation insurance coverage. The Institution will ask Students to sign an acknowledgement of this lack of coverage and encourage Students to obtain their own insurance coverage prior to engaging in activities at the Facilities.

#### 4. **GENERAL**

- (a) The Institution will provide proof of insurance coverage upon request by the Health Authority.
- (b) The Institution will not cancel or materially alter its insurance coverage without thirty days prior written notice to the Health Authority.
- (c) The foregoing insurance will be primary and not require the sharing of any loss by any insurer of the Health Authority.

## 5. HCPP COVERAGE

The Health Authority is covered by the Health Care Protection Program ("HCPP"); the Health Authority will maintain third party liability coverage through HCPP throughout the term of the Agreement.

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# Renfrew County and District Health Unit

"Optimal Health for All in Renfrew County and District"



## **Board of Health**

# Special Board Meeting, via Microsoft Teams

Tuesday, August 30, 2022

The Special meeting of Renfrew County and District Health Unit's Board of Health was held on the virtual software platform—*Microsoft Teams*. Members were present by audio and/or video.

#### Members:

Ann Aikens Chair Christine Reavie Vice-Chair James Brose Member Michael Donohue Member J. Michael du Manoir Member Jane Dumas Member Joanne King Member Jennifer Murphy Member

### Staff:

Carolyn Watt

Heather Daly Acting Chief Executive Officer/Director, Corporate Services

Marilyn Halko Executive Assistant (Secretary)

Member

## Regrets:

Peter Emon Member Wilmer Matthews Member

## 01. Call to Order

Chair Aikens called the meeting to order at 10:00 a.m.

# 02. Agenda Approval

The agenda was approved, as presented.

Resolution: #1 BoH 2022-Aug-30

Moved by C. Reavie; seconded by J. King; be it resolved that the Board approve the agenda, as presented.

Carried

## 03. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

## 04. Minutes of Previous Meeting (Approval)

The Board approved the Tuesday, June 28, 2022 meeting minutes.

# Resolution: #2 BoH 2022-Aug-30

Moved by J. Murphy; seconded by J. Brose; be it resolved that the Board approve the meeting minutes from Tuesday, June 28, 2022, as presented.

Carried

## 05. Business

- a. Governance CommitteeCommittee Chair Joanne King presented the following:
  - Governance Committee Board Report.

Chair Aikens, after reviewing the items on the *Report*, called for the first resolution to be severed.

## Resolution: #3 BoH 2022-Aug-30

Moved by C. Reavie: seconded by J. Dumas; be it resolved that Resolution #3 GC 2022-Jul-19 be severed from the *Governance Committee Board Report*.

Carried

# Resolution: #4 BoH 2022-Aug-30

Moved by J. Dumas: seconded by J. King; be it resolved that the Board approve the severed Resolution #3 GC 2022-Jul-19.

Carried

Chair Aikens called for comments and questions, from the Board, on the remainder of the *Report*.

# Resolution: #5 BoH 2022-Aug-30

Moved by M. Donohue: seconded by J. King; be it resolved that the Board adopt by-law 2022-01 relating to the conduct of business, known as the procedural by-law, at the next Regular Board meeting on September 27, 2022.

Carried

## Resolution: #6 BoH 2022-Aug-30

Moved by J. Murphy; seconded by J. Dumas; be it resolved that the Board accept the *Governance Committee Board Report*.

Carried

The Chair and the Committee Chair thanked the Governance Committee Members for their diligence and hard work in preparing the revised Procedural By-Law.

#### Closed

# Resolution: #7 BoH 2022-Aug-30

Moved by C. Watt; seconded by C. Reavie; be it resolved that the Board move into a closed meeting at 10:55 a.m. to discuss: (b) personal matters about an identifiable individual, including municipal or local board employees.

Chair Aikens verified that all Members were alone and in a secure location before the meeting moved into the closed session.

Chair Aikens rose to report that the Board met in a closed meeting to discuss (b) personal matters about an identifiable individual, including municipal or local board employees.

# 07. Adjournment

Resolution: #8 BoH 2022-Aug-30

Moved by C. Watt; seconded by J. Dumas; be it resolved that the Special Board meeting be adjourned at 11:07 a.m.

Carried

The Special Board meeting, held by Microsoft Teams, adjourned at 11:07 a.m.					
Chair					

These meeting minutes were approved by the Board at the Regular Board meeting held on Tuesday, September 27, 2022.