



## HEALTH COMMITTEE

Wednesday, April 10, 2024

---

A meeting of the Health Committee was held on Wednesday, April 10, 2024, at 9:30 a.m. at the County Administration Building, Pembroke, Ontario.

Present were:                    Chair Michael Donohue  
                                          Warden Peter Emon  
                                          Vice-Chair Neil Nicholson  
                                          Councillor Debbi Grills  
                                          Councillor Valerie Jahn  
                                          Councillor Jennifer Murphy  
                                          Councillor Rob Weir  
                                          Councillor Mark Willmer

City of Pembroke Reps:        Councillor Patricia Lafreniere (attended virtually)  
                                          Councillor Troy Purcell

Staff Present:                    Craig Kelley, Chief Administrative Officer/Deputy Clerk  
                                          Gwen Dombroski, Clerk  
                                          Mike Blackmore, Director of Long-Term Care  
                                          Michael Nolan, Director of Emergency Services  
                                          Jason Davis, Director of Development and Property  
                                          Andrea Patrick, Director of Community Services  
                                          Daniel Burke, Treasurer/Manager of Finance  
                                          Mathieu Grenier, Deputy Chief, Emergency Services  
                                          Dave Libby, Deputy Chief, Emergency Services  
                                          Curtis Farrell, Deputy Chief, Emergency Services  
                                          Tina Peplinskie, Media Relations and Social Media Coordinator  
                                          Evelyn VanStarkenbug, Administrative Assistant III  
                                          Dianne Johnston, Administrative Assistant III

Guests:                            Lindsey Bergin, Coordinator of Epidemiology and Health Analytics,  
                                          Renfrew County District Health Unit

---

Chair Donohue called the meeting to order at 9:30 a.m. The Chair recited the land acknowledgement, identifying that the meeting was being held on the traditional territory of the Algonquin People. The roll was called, and no pecuniary interests were disclosed.

**RESOLUTION NO. H-C-24-04-58**

Moved by Councillor Murphy

Seconded by Councillor Weir

THAT the minutes of the March 6, 2024 and March 27, 2024 meetings be adopted. CARRIED.

**RESOLUTION NO. H-C-24-04-59**

Moved by Councillor Grills

Seconded by Councillor Willmer

THAT the Health Committee Agenda be amended to include a revised item # 5 of the Emergency Services Department Report. CARRIED.

**Delegations**

Deputy Chief Grenier introduced Ms. Lindsey Bergin, Coordinator of Epidemiology and Health Analytics with Renfrew County District Health Unit who provided a presentation on Substance Use and Related Harms in Renfrew County, which is attached as Appendix A. Committee requested that the presentation be circulated to the local municipalities.

The Chair, on behalf of the committee, thanked Ms. Bergin for the informative presentation. Ms. Bergin vacated the meeting at 10:17 a.m.

**Emergency Services Department Report**

The Director of Emergency Services overviewed the Emergency Services Department Report, which is attached as Appendix B.

The Director presented and circulated the newly established Mesa Activity Tracker. This dashboard is 'live' and has statistical information starting on March 1, 2024 regarding Mesa team interactions. The current Mesa team consists of one paramedic working collaboratively with an OPP officer. Funding is available for two teams that include a Paramedic and Social Service Worker, which will be implemented once the positions have been filled.

The Chair acknowledged National Public Safety Telecommunicators Week, which is from April 14 to April 20, 2024.

**RESOLUTION NO. H-C-24-04-60**

Moved by Councillor Murphy

Seconded by Councillor Purcell

THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign a Letter of Agreement with MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS") for the provision of addiction and withdrawal services related to the Mesa program. CARRIED.

**RESOLUTION NO. H-C-24-04-61**

Moved by Councillor Jahn

Seconded by Councillor Lafreniere

THAT the Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign a Letter of Agreement with Renfrew Victoria Hospital as represented by Addiction Treatment Services (ATS) for the provision of addiction and withdrawal services related to the Mesa Program. CARRIED.

**RESOLUTION NO. H-C-24-04-62**

Moved by Councillor Weir

Seconded by Councillor Willmer

THAT the Emergency Services Department Report attached as Appendix B be approved. CARRIED.

Committee recessed at 11:15 a.m. and reconvened at 11:20 a.m. with the same persons present excluding Deputy Chiefs Grenier, Libby, and Farrell.

**Long-Term Care Department Report**

The Director of Long-Term Care overviewed the Long-Term Care Department Report which is attached as Appendix C.

The Director advised that the Province is providing a 6.6% increase in the Level of Care funding, noting only a 2% increase was budgeted for in 2024-25.

The Treasurer confirmed that all eligible funding from 2021, 2022 and 2023 is recorded within the year-end totals for 2023.

**RESOLUTION NO. H-C-24-04-63**

Moved by Councillor Weir

Seconded by Councillor Murphy

THAT the Health Committee approve the County of Renfrew Long-Term Care Homes 2024 Operational Plan. CARRIED.

**RESOLUTION NO. H-C-24-04-64**

Moved by Councillor Lafreniere

Seconded by Councillor Grills

THAT the Health Committee recommend to County Council that the vacant full time Unit Clerk position at Bonnechere Manor be designated as a Staffing Clerk position, effective May 1, 2024, AND FURTHER THAT the Finance and Administration Committee be so advised. CARRIED.

**RESOLUTION NO. H-C-24-04-65**

Moved by Councillor Jahn

Seconded by Warden Emon

THAT the Health Committee recommends County Council adopt a By-law authorizing the Warden and Clerk to sign the 2023/24 One-Time Increase to Long-Term Care Home Funding Agreement to assist in relieving financial pressures and addressing key priorities related to Ontario Fire Code

requirements, addressing deferred maintenance and proceeding with (re)development projects in the amount of \$2,543 per bed with Ontario Health, AND FURTHER THAT the Finance and Administration Committee be so advised. CARRIED.

**RESOLUTION NO. H-C-24-04-66**

Moved by Councillor Purcell

Seconded by Councillor Murphy

THAT the Health Committee recommend that County Council adopt a By-Law to award the Request for Proposal BM-2024-02 Domestic Hot Water Boiler Replacement project for 4 new boilers at Bonnechere Manor to Saffco Electrical Heating and Plumbing from Pembroke, Ontario, at the quoted price of \$166,000 inclusive of HST, as approved in the Bonnechere Manor 2024 Capital Budget, AND FURTHER THAT Finance and Administration Committee is advised. CARRIED.

**RESOLUTION NO. H-C-24-04-67**

Moved by Councillor Purcell

Seconded by Councillor Willmer

THAT the Long-Term Care Department Report attached as Appendix C be approved. CARRIED.

**RESOLUTION NO. H-C-24-04-68**

Moved by Councillor Murphy

Seconded by Councillor Grills

THAT the Board of Health Minutes for February 27, 2024, March 14, 2024 and March 18, 2024 be noted and received. CARRIED.

The Chair noted that there are Board of Health meeting minutes from earlier in the year that have not been presented. The Warden offered to follow up with the Renfrew County District Public Health Unit to receive them.

**RESOLUTION NO. H-C-24-04-69**

Moved by Councillor Willmer

Seconded by Councillor Nicholson

THAT this meeting adjourn and that the next regular meeting be held on May 15, 2024. Time: 11:51 a.m. CARRIED.

# Substance Use-Related Harms in Renfrew County and District

---

March 25, 2024

Presented by: Lindsey Bergin, Coordinator, Epidemiology and Health Analytics

www.rcdhu.com

Renfrew County and District Health Unit  
"Optimal Health for All in Renfrew County and District"



## Content Warning

- This presentation will discuss substance use-related harms, including emergency department visits and deaths.
- RCDHU acknowledges all families, friends, and loved ones of individuals who lost their lives to substance use, as well as the individuals themselves.
- **It's OK to not be OK...** If you, or someone you know are experiencing feelings of stress, anxiety, grief etc., supports can be accessed here: <https://www.rcdhu.com/healthy-living/mental-health/>

Slide 2

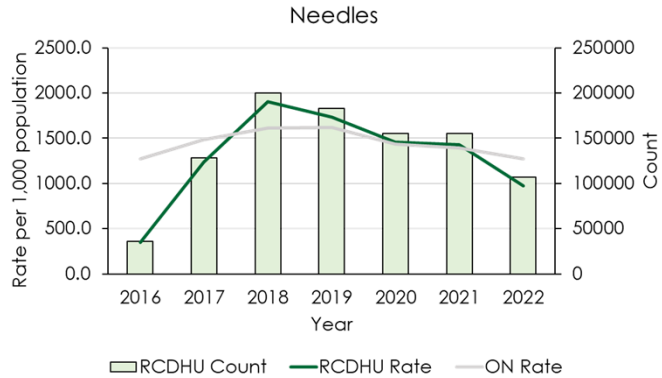
Renfrew County and District Health Unit



## Harm reduction supply distribution (1)

- Since 2018, number of needles being distributed **decreasing** in both RCD and Ontario
  - May be due to changes in modes of drug use (2)
  - Further context on slide 11

**Figure 1.** Number of needles distributed in Renfrew County and District (RCD), and rate of needle distribution per 1,000 population in RCD vs. Ontario (ON), 2016-2022, ODPRN (1)



Slide 3

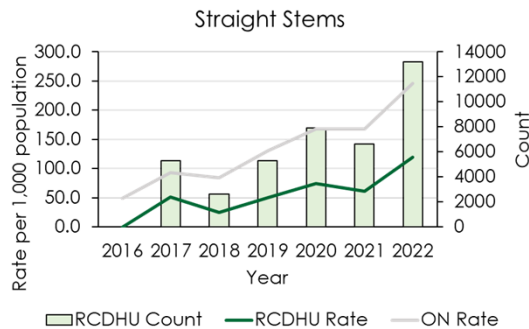
Renfrew County and District Health Unit



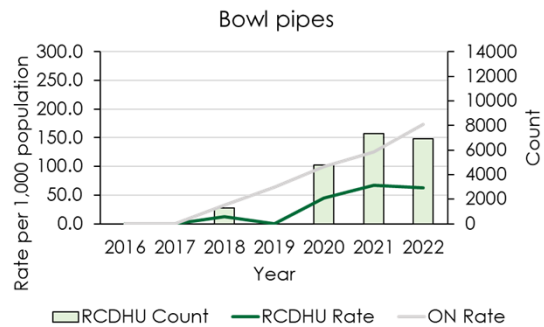
## Harm reduction supply distribution (1)

- **Increases** in straight stem and bowl pipe distribution in recent years

**Figure 2.** Number of straight stems distributed in Renfrew County and District (RCD), and rate of straight stem distribution per 1,000 population in RCD vs. Ontario (ON), 2016-2022, ODPRN (1)



**Figure 3.** Number of bowl pipes distributed in Renfrew County and District (RCD), and rate of bowl pipe distribution per 1,000 population in RCD vs. Ontario (ON), 2016-2022, ODPRN (1)



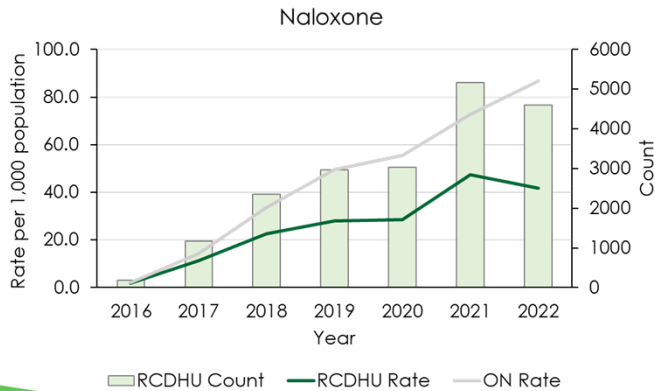
Slide 4

Renfrew County and District Health Unit



## Harm reduction supply distribution (1)

**Figure 4.** Number of naloxone doses distributed in Renfrew County and District (RCD), and rate of naloxone distribution per 1,000 population in RCD vs. Ontario (ON), 2016-2022, ODPRN (1)



- Naloxone distribution has **increased** across RCD since 2016.
- In 2022, more than **4,600 doses** of naloxone were distributed locally (by RCDHU, health care providers, or local pharmacies)
- Preliminary data for 2023 shows pharmacies distributed more than **7,000 doses**

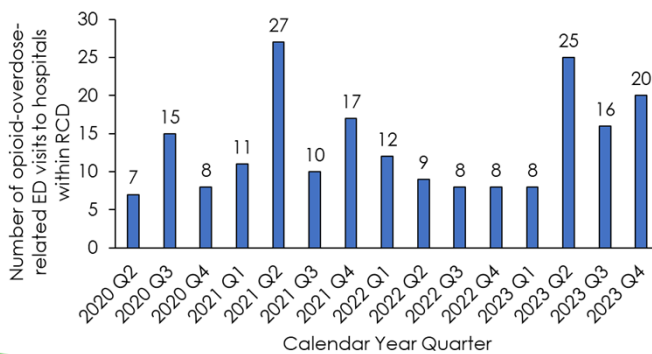
Slide 5

Renfrew County and District Health Unit



## Opioid overdose-related ED visits (3,4)

**Figure 5.** Preliminary number of opioid overdose-related emergency department (ED) visits to hospitals within Renfrew County and District (RCD), by calendar year quarter, 2020 Q2-2023 Q4, NACRS (3)



### How does 2023 Q4 compare?

- Similar visits to last quarter (2023 Q3)
- More visits than this time last year (2022 Q4)
- Rate in RCD was **similar** compared to Ontario overall (data not shown)

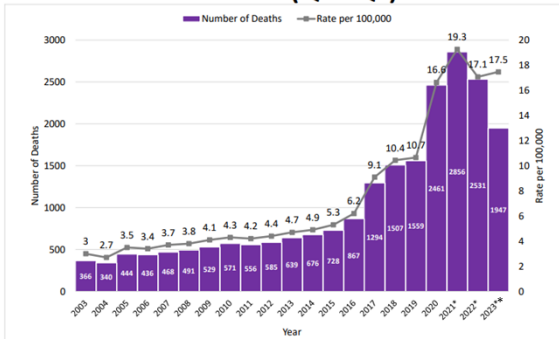
Slide 6

Renfrew County and District Health Unit



# Opioid toxicity deaths – Ontario

Figure 6. Opioid toxicity deaths in Ontario by year, 2003-2023 (Q1 - Q3)



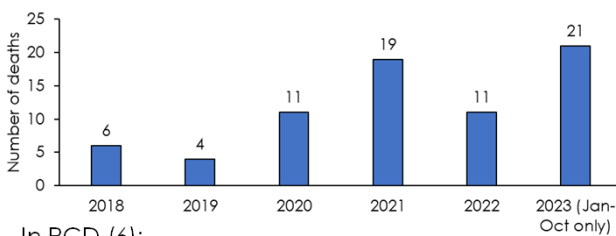
Adapted from OCC Opioid Mortality Summary Q3 2023 (5)  
 \*Includes confirmed and probable opioid toxicity deaths and ongoing investigations where information may be pending. Data are preliminary and subject to change.  
 \*\*2023 includes Q1-Q3 data only

- In 2023 (Q1-Q3) in Ontario (5):
- Mortality rate has decreased by 9% compared to 2021
  - Mortality rate remains higher than in 2019
  - Demographics of deceased (data not shown)
    - ~3 in 4 deaths among males
    - ~70% deaths among those aged 30-59



# Opioid toxicity deaths – RCD

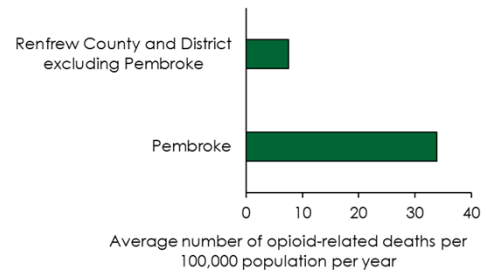
Figure 6. Number of opioid toxicity deaths in Renfrew County and District (RCD), 2018-2023 (Q1-Q3), OCC(6)



- In RCD (6):
- 2018-2019: ~5 deaths/year
  - 2020-2022: # deaths was **2-4 times higher** compared to 2018-2019
  - 2023 (Jan-Oct only): **21** deaths

While opioid toxicity deaths have occurred across RCD, mortality rate in **Pembroke** is more than 4x times higher compared to remainder of RCD

Figure 7. Average number of opioid-related deaths per 100,000 population per year, Pembroke vs. RCD excluding Pembroke, January 2018-September 2023, OCC (7,8)





## Living arrangements at time of death

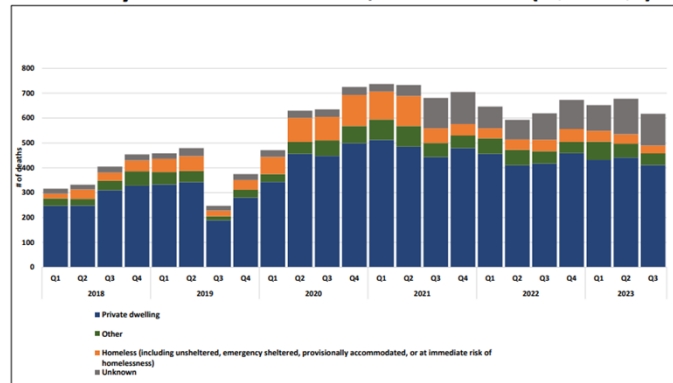
Figure 9. Living Arrangements at time of death among Opioid Toxicity deaths in Ontario, 2018-2023 (Q1 – Q3)

In Ontario (5):

- Majority of opioid toxicity deaths occur in those who live in a **private residence**
- Disproportionate increase among people experiencing homelessness 2020-2021

In RCD (data not shown)(OCC, 9):

- Increase in suspect drug poisoning deaths among **people experiencing homelessness** in 2023 compared to previous years



Adapted from OCC Opioid Mortality Summary Q3 2023 (5)

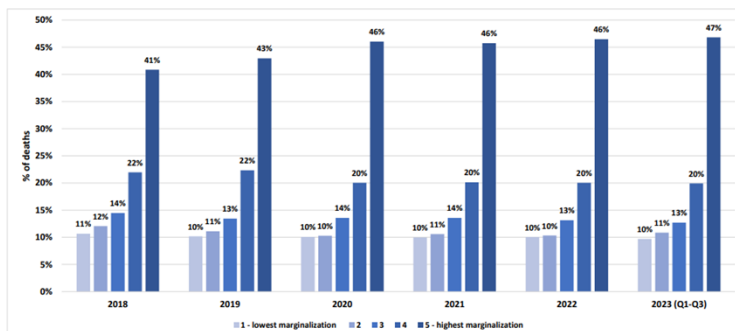
Slide 9

Renfrew County and District Health Unit



## Material Resources Marginalization Index

Figure 10. Material Resources Marginalization Index among opioid toxicity deaths in Ontario, 2018-2023 (Q1- Q3)



Adapted from OCC Opioid Mortality Summary Q3 2023 (5)

In Ontario (5):

- Nearly **half** of all opioid toxicity deaths occur among people living in areas experiencing the highest level of material resource marginalization (i.e., extreme difficulty attaining basic material needs).

Slide 10

Renfrew County and District Health Unit

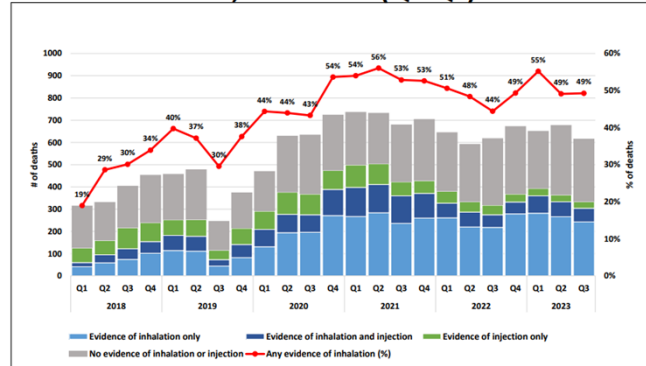


## Presumed mode of drug use

In Ontario (5):

- The proportion of opioid toxicity deaths with evidence of **inhalation is increasing**
- Since 2020:
  - Approximately half of opioid toxicity deaths had evidence of inhalation
  - The number of opioid toxicity deaths with evidence of **injection only appears to be decreasing**
    - May be associated with decreased needle distribution (2)

Figure 11. Opioid Toxicity Deaths in Ontario by Presumed Mode of Use, 2018-2023 (Q1-Q3)



Adapted from OCC Opioid Mortality Summary Q3 2023 (5)

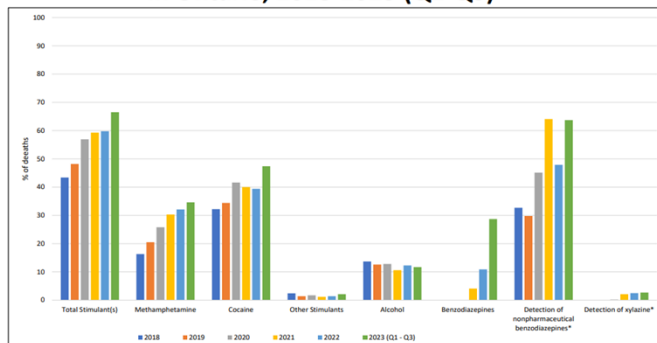
Slide 11

Renfrew County and District Health Unit



## Other substances involved

Figure 12. Other Substances Involved in Opioid Toxicity Deaths in Ontario, 2018-2023 (Q1-Q3)



Adapted from OCC Opioid Mortality Summary Q3 2023 (5)

In 2023 in Ontario (5):

- Fentanyl continued to contribute to the majority (85%) of opioid toxicity deaths
  - Increasing proportion of opioid toxicity deaths involved **fluorofentanyl** (17.5%) compared to previous years (0-1.2%) (data not shown)
- **Stimulants** were involved in 2 in 3 (66.6%) opioid toxicity deaths, with cocaine (47.5%) and methamphetamines (34.5%) being commonly involved.
- **Benzodiazepines** were involved in over 3 in 5 (62.9%) opioid toxicity deaths.

In 2023 in RCD (OCC, 10):

- Toxicology data is limited; however, **trends from local deaths are generally similar to Ontario overall**

Slide 12

Renfrew County and District Health Unit

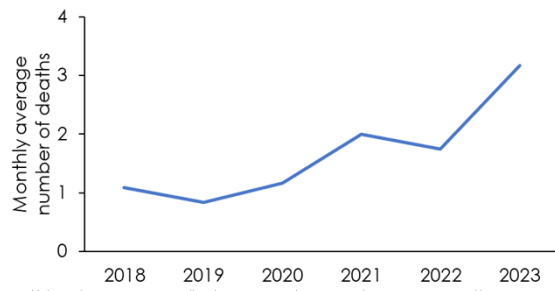


## Suspect drug poisoning deaths in RCD (6)

- In 2018-2019, there was an average of 1 suspect drug poisoning death per month in RCD.
- In 2023, the monthly average increased to **3 deaths per month**, with a total of 38 suspect drug poisoning deaths.
- In 2023, the rate in RCD was **higher** compared to Ontario overall (data not shown)

*In 2023 in RCD, on average, a person died from a suspect drug poisoning every 10 days.*

**Figure 13.** Monthly average number of suspect drug poisoning deaths in RCD, 2018-2023\*. OCC (6)



\*Numbers are preliminary and may change over time as data is updated

Slide 13

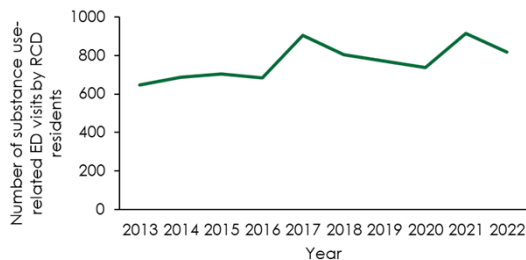
Renfrew County and District Health Unit



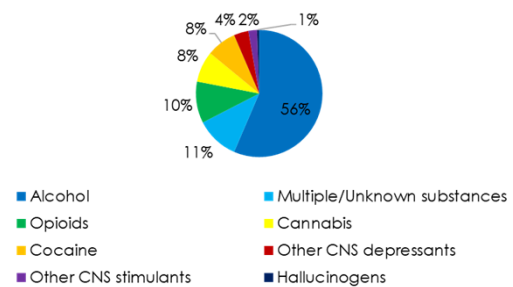
## Substance use-related ED visits (11)

- Overall **increase** in local ED visits for substance use over past 10 years with year-to-year variability

**Figure 14.** Substance use-related ED visits made by RCD residents, 2013-2022. NACRS (11)



**Figure 15.** Breakdown of substance use-related ED visits made by RCD residents, by substance type, 2022, NACRS (11)



- In 2022, **one in ten** substance use-related ED visits involved **opioids**
- Many ED visits involved more than 1 substance (data not shown)

Slide 14

Renfrew County and District Health Unit



## Technical notes

### Office of the Chief Coroner for Ontario

- Counts and rates are preliminary and may change over time as data is updated.
- PHU regions are assigned primarily based on location of incident. If data for location of incident is pending, region will reflect location of death. Region will reflect location of death in cases where the incident occurred outside of Ontario.

**Probable opioid toxicity deaths** are suspect drug-related deaths where conclusions on cause of death are pending, and toxicology is positive for opioids. Toxicology results take ~3 months to become available.

**Confirmed opioid toxicity deaths** are deaths for which a coroner or forensic pathologist determined the cause of death to be drug toxicity with opioid involvement. Conclusions on cause of death may take several months to become available. Please use confirmed + probable counts if reporting on trends in opioid-related deaths in the last 12 months.

Slide 15

Renfrew County and District Health Unit



### Office of the Chief Coroner for Ontario, continued

**Suspect drug poisoning deaths** include deaths where the preliminary investigation by the investigating coroner indicated:

- Drugs were found at the scene
- Substance use equipment found at the scene
- History of drug abuse
- History of naloxone use
- Physical sign of drug use
- Positional asphyxia
- Unresponsive with snoring prior to death

Preliminary findings from autopsy indicates a suspected drug intoxication

Excludes – Death associated with trauma and medical assistance in dying cases

Slide 16

Renfrew County and District Health Unit



## Opioid overdose-related emergency department visits

**Note:** For all ED presented, please interpret 2020 and 2021 results with caution due to changes in the availability of health care and health seeking behaviour during the COVID-19 pandemic.

### ED visits for opioid overdose-related harms (NACRS)

#### Inclusions

##### 1. Main or other problem of opioid poisoning (FY2017/18):

- T40.0 Poisoning by opium
- T40.1 Poisoning by heroin
- T40.2 Poisoning by other opioids
- T40.3 Poisoning by methadone
- T40.4 Poisoning by other synthetic narcotics
- T40.6 Poisoning by other and unspecified narcotics

##### 2. Unscheduled ED visit:

- Patient category=ED
- ED visit indicator =1

#### Exclusions:

1. Query diagnosis: Main or other problem prefix = Q

#### \*Revised and additional codes for 2018/19 reporting:

- T40.0 Poisoning by opium
- T40.1 Poisoning by heroin
- T40.20 Poisoning by codeine and derivatives
- T40.21 Poisoning by morphine
- T40.22 Poisoning by hydromorphone
- T40.23 Poisoning by oxycodone
- T40.28 Poisoning by other opioids, not elsewhere classified
- T40.3 Poisoning by methadone
- T40.40 Poisoning by fentanyl and derivatives
- T40.41 Poisoning by tramadol
- T40.48 Poisoning by other synthetic narcotics, not elsewhere classified
- T40.6 Poisoning by other and unspecified narcotics

Slide 17

Renfrew County and District Health Unit



## Substance use-related emergency department visits

Category	Mental and behavioural disorders ICD-10-CA codes	Poisoning ICD-10-CA codes	Medical condition and external cause ICD-10-CA codes
Alcohol*	F10.–	T51.–	E24.4, G31.2, G62.1, G72.1, I42.6, K29.2, K70.–, K85.2, K86.0, O35.4–, O99.3–, Q86.0, R78.0, X45, X65, Y15
Opioids	F11.–	T40.0, T40.1, T40.2–, T40.3, T40.4–, T40.6	O99.3– <sup>†</sup>
Cannabis	F12.–	T40.7	O99.3– <sup>†</sup>
Other CNS depressants	F13.–	T42.3, T42.4, T42.6, T42.7	O99.3– <sup>†</sup>
Cocaine	F14.–	T40.5	O99.3– <sup>†</sup>
Other CNS stimulants	F15.–	T43.6	O99.3– <sup>†</sup>
Unknown and multiple substances	F19.–	T43.8, T43.9	O99.3–, X41, X42, X61, X62, Y11, Y12 <sup>‡</sup>
<b>Other substances</b>			
Hallucinogens	F16.–	T40.8, T40.9	O99.3– <sup>†</sup>
Solvents	F18.–	—	O99.3– <sup>†</sup>
Abuse of non-dependence-producing substances	F55	—	—

#### Notes

- \* See Appendix 2 for additional ICD-10-CA codes for Quebec.
- † Include only if F10–16 or F18–19 as diagnosis type (3) is in the same abstract.
- ‡ Include X41, X61 and Y11 if neither T42.– nor T43.– are in the same abstract; include X42, X62 and Y12 if T40.– is not in the same abstract
- § Accommodate systems that drop trailing zeros in the fifth position.
- \*\* This code maps to more than one substance category in the DSM-5 (ICD-10-CM) system.
- Not applicable.

#### Inclusions:

- Unscheduled ED Visits
- Ontario residents

#### Exclusions:

1. Query diagnosis: All diagnosis prefix = Q

**Source:** Canadian Institute for Health Information. Hospital Stays for Harm Caused by Substance Use — Appendices to Indicator Library, December 2022. Ottawa, ON: CIHI; 2022.

Slide 18

Renfrew County and District Health Unit



## References

1. Ontario Drug Policy Research Network. Ontario Opioid Indicator Tool. Toronto, ON; Updated August 2023. DOI: 10.31027/ODPRN.2022.01. Available from: <https://odprn.ca/ontario-opioid-indicator-tool/>
2. Cheng, C., Wang, T., Campbell, T., Kolla, G., Smoke, A., Besharah, J., . . . Gomes, T. (2022). Contributions of stimulants and varying modes of drug use to opioid toxicity deaths across public health units in Ontario, Canada. Retrieved from <https://odprn.ca/wp-content/uploads/2022/11/Data-BriefStimulants-and-mode-of-use-in-opioid-toxicity-deaths.pdf>
3. National Ambulatory Care Reporting System (NACRS). Weekly emergency department visits for opioid overdose FY2023/24 Week 36: 12-Feb to 18-Feb, 2024 [data file]. Ottawa, ON: Canadian Institute for Health (CIHI) [producer]; Toronto, ON. Ministry of Health [distributor]; received by Renfrew County and District Health Unit 2024 Feb 27
4. Ontario Agency for Health Protection and Promotion (Public Health Ontario). Interactive Opioid Tool. Toronto, ON: King's Printer for Ontario; 2023 [updated 2023 Oct 31; cited 2024 Feb 17]. Available from: <https://www.publichealthontario.ca/en/Data-and-Analysis/Substance-Use/Interactive-Opioid-Tool>
5. Office of the Chief Coroner, Ontario. (2023). OCC Opioid Mortality Summary Q3 2023. [PDF]. <https://odprn.ca/occ-opioid-and-suspect-drug-related-death-data/>
6. Office of the Chief Coroner, Ontario. (2024). OCC Monthly Update: Suspect drug opioid related deaths January 2024. [XLSX]. <https://odprn.ca/occ-opioid-and-suspect-drug-related-death-data/>

Slide 19

Renfrew County and District Health Unit



## References, continued

7. Office of the Chief Coroner, Ontario. (2023). OCC Opioid related deaths by CSD 2018-2023Q3. [XLSX]. <https://odprn.ca/occ-opioid-and-suspect-drug-related-death-data/>
8. Statistics Canada. 2022. (table). Census Profile. 2021 Census of Population. Statistics Canada Catalogue no. 98-316-X2021001. Ottawa. Released November 30, 2022 (accessed December 7, 2022).
9. Office of the Chief Coroner, Ontario. (2024). Weekly Update on Suspect Drug-Related Deaths in Ontario, by Public Health Unit (PHU) Region. [XLSX]. Received by Renfrew County and District Health Unit 2024 Feb 15
10. Office of the Chief Coroner, Ontario. (2024). Post-Mortem Toxicology Data Among Opioid Toxicity Deaths in Ontario. Received by Renfrew County and District Health Unit 2024 Feb 08
11. National Ambulatory Care Reporting System (NACRS). Ambulatory Visits 2013-2022 [data file]. Ottawa, ON: Canadian Institute for Health Information [produced]; Toronto, ON: Ontario Ministry of Health, IntelliHEALTH Ontario [distributor]; Date extracted by Renfrew County and District Health Unit: [2024-02-22].

Slide 20

Renfrew County and District Health Unit



**COUNTY OF RENFREW**  
**EMERGENCY SERVICES REPORT**

---

**TO:** Health Committee  
**FROM:** Michael Nolan, Director of Emergency Services/Chief, Paramedic Service  
**DATE:** April 10, 2024  
**SUBJECT:** Department Report

---

**INFORMATION****1. Community Programs - Mesa**

On March 20, the Mesa Team, in collaboration with the Ontario Health Teams, hosted a community meeting with 20 community partners to discuss the new Collaborative Approach to Compassionate Care. One of the key themes that came out of this meeting was that Mesa is a 'people centered approach' while breaking down the silos of the different programs involved to work collaboratively to help those in need.

Paramedics involved in the Mesa team are participating in regular visits with the Ontario Provincial Police and the Mental Health Crisis Rapid Response Team. They are involved in regular clinics at The Grind in Pembroke and the demand for services is increasing as we build trust and respect through educational programs, system navigation, RCVTAC consultations and paramedic-lead interventions.

Since the launch of Mesa, the Mesa team is already making a difference; there have been 71 encounters, 30 of which were 911/support follow-ups, 21 resulted in 911 and emergency department diversions, 14 had alternative transportation arranged and 13 were related to wellness checks or reported concern. A Mesa dashboard has been developed to capture live patient interactions. The Director of Emergency Services will demonstrate how the dashboard works for Committee.

**2. CPRU**

The Community Paramedics finished their March Education Session focusing on new clinical pathways, current updates, and progress with ongoing changes including:

- The new Caredove v.2 referral platform,
- The skin tear pilot, update, and referral pathways
- New assessment tools using otoscopes.

The team is spending time strengthening relationships with community partners to help close the gaps within services and provide a complete wrap around care model with our clients,

while keeping them at home. This involves reaching out to community partners and educating staff regarding available services and possibilities for collaboration to reach more vulnerable community members.

### **3. Medical Priority Dispatch System (MPDS)**

Paramedic staff education has commenced related to the implementation of the Medical Priority Dispatch System. MPDS is a protocol tool that is used worldwide. It includes 36 protocols-each one built by experts, backed by science, and tested over time to reduce complexity and risk. MPDS is a safe and proven emergency medical call taking system that is thoughtfully structured, and patient focused.

Renfrew Central Ambulance Communication Centre dispatchers have been fully trained as to efficiently assess patient condition and situation. MPDS is based on a more comprehensive and patient-focused presentation to efficiently determine the best resources for each individual call. This will allow for a better allocation of resources and helps to distribute the workload among all crews. Dispatch processes are based on factors such as station, start time, meal break allowance, end of shift, and level of care. Peer experience demonstrates that this will lead to fewer code 4 responses and will get the right resource to the right patient at the right time.

### **4. December 31, 2023, Treasurer's Report**

The December 31, 2023. Treasurer's Report for the Emergency Services Department and Paramedic Service is attached as Appendix ES-I.

## **BY LAWS**

### **5. Addiction Services Contract – Mesa**

**Recommendation:** THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign Letters of Agreement with MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS") and Addiction Treatment Services (ATS) for the provision of addiction and withdrawal services related to the Mesa Program.

#### **Background**

MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS") and Addiction Treatment Services (ATS) have been contracted to provide addiction and withdrawal services to provide and assist individuals in navigating the addiction care system with the goal of reducing the number of repeat visits to hospital emergency departments, all the while, reducing cost to the healthcare system. The Letters of Agreement and Draft By-Law are attached as Appendix ES-II.



**COUNTY OF RENFREW  
TREASURER'S REPORT - PARAMEDIC  
DECEMBER 2023**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
<b><u>PARAMEDIC - 911</u></b>	<b><u>9,712,438</u></b>	<b><u>9,958,889</u></b>	<b><u>(246,451)</u></b>
Admin - Salaries	2,085,062	2,069,671	15,391
Admin - Employee Benefits	645,136	569,529	75,607
Paramedic - Salaries	11,605,102	10,520,868	1,084,234
Paramedic - Employee Benefits	3,747,957	4,300,896	(552,939)
Admin Charge	192,891	192,891	0
Base Station Expenses	87,328	64,000	23,328
Capital Under Threshold	3,175	0	3,175
Communication & Computer Expense	380,937	275,000	105,937
Conferences & Conventions	8,509	5,500	3,009
COVID	39,873	0	39,873
Cross Border - Other Municipalities (Recovery)	14,097	20,000	(5,903)
Depreciation	803,204	1,200,000	(396,796)
HR Charge	258,308	258,308	0
Insurance	206,057	194,213	11,844
Insurance Claims Costs	3,371	10,000	(6,629)
IT Charge	50,459	50,459	0
Lease - Base Station - Internal	431,045	431,045	(0)
Lease - Base Station Lease - External	84,840	78,000	6,840
Lease - Admin Office - Internal	113,300	113,300	0
Leased Equipment	0	12,000	(12,000)
Legal	108,906	20,000	88,906
Medication Costs	113,254	125,000	(11,746)
Membership Fees	7,327	0	7,327
Office Expenses	65,374	50,000	15,374
Professional Development	59,306	36,000	23,306
Purchased Service	232,193	197,577	34,616
Recovery - City of Pembroke share	(1,566,213)	(1,697,359)	131,146
Recovery - County	(29,219)	(29,219)	0
Revenue - Donations	(2,000)	(3,000)	1,000
Revenue - Interest	(191,351)	(40,000)	(151,351)
Revenue - Other	(536,620)	(125,000)	(411,620)
Revenue - Provincial - Other	(202,032)	0	(202,032)
Revenue- Provincial Subsidy	(9,666,480)	(9,647,743)	(18,737)
Revenue- Special Project	(378,034)	(50,000)	(328,034)
Small Equipment & Supplies	357,297	390,000	(32,703)
Special Project	385,908	50,000	335,908

Surplus Adjustment - Capital	1,521,972	2,945,000	(1,423,028)
Surplus Adjustment - Depreciation	(803,204)	(1,200,000)	396,796
Surplus Adjustment - TRF from Reserves	(2,143,520)	(3,566,547)	1,423,027
Surplus Adjustment - TRF to Reserves	803,204	1,200,000	(396,796)
Travel	44,492	50,000	(5,508)
Uniform Allowances	4,725	0	4,725
Uniform, Laundry	201,737	150,000	51,737
Vehicle - recovery from other paramedic program	(318,776)	0	(318,776)
Vehicle Operation & Maintenance	883,543	738,500	145,043

<b><u>PARAMEDIC - OTHER</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
Comm Paramedic - Salaries & Benefits	2,636	0	2,636
Comm Paramedic - Expenses	30,000	0	30,000
Comm Paramedic - Provincial Subsidy	(495,414)	(365,000)	(130,414)
LTC - Salaries & Benefits	1,971,558	1,515,276	456,282
LTC - Expenses	691,281	849,724	(158,443)
LTC - Provincial Subsidy	(2,155,038)	(2,000,000)	(155,038)
LTC - Surplus Adjustment - Capital	0	0	0
Surplus Adjustment - TRF from Reserves	0	0	0
LTC - Surplus Adjustment - Depreciation	(45,023)	0	(45,023)
Vaccine - Salaries & Benefits	23,237	370,000	(346,763)
Vaccine - Expenses	0	20,000	(20,000)
Vaccine - Provincial Subsidy	(23,237)	(390,000)	366,763
VTAC - Salaries & Benefits	1,990,903	1,807,082	183,821
VTAC - Expenses	1,795,196	157,918	1,637,278
VTAC - Revenue - Other Agency	(3,808,887)	(1,965,000)	(1,843,887)
VTAC - Surplus Adjustment - Capital	37,636	0	37,636
VTAC - Surplus Adjustment - Depreciation	(14,848)	0	(14,848)

<b><u>EMERGENCY MANAGEMENT</u></b>	<b><u>92,368</u></b>	<b><u>179,532</u></b>	<b><u>(87,164)</u></b>
911	49,654	60,000	(10,346)
Admin Charge (Paramedic Service)	29,219	44,219	(15,000)
Depreciation	2,752	0	2,752
Emergency Management	19,950	33,000	(13,050)
Fire Services Charges	131,238	100,000	31,238
Purchased Service	0	47,313	(47,313)
Recoveries - Other	(137,693)	(105,000)	(32,693)
Recoveries - Municipal	(324,319)	0	(324,319)
Surplus Adjustment - Capital	324,319	0	324,319
Surplus Adjustment - Depreciation	(2,752)	0	(2,752)

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE MACKAY MANOR AS REPRESENTED BY COMMUNITY WITHDRAWAL MANAGEMENT SERVICES (CWMS) AND THE ADDICTIONS TREATMENT SERVICE (ATS) TO PROVIDE ADDICTION SERVICES RELATED TO THE MESA PROJECT.**

---

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 agreement with MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS") and Addictions Treatment Service (ATS) to provide addiction services related to the Mesa Project.

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 MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS") and Addictions Treatment Service (ATS).
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 first time this 24th day of April 2024.

READ a second time this 24th day of April 2024.

READ a third time and finally passed this 24th day of April 2024.

---

PETER EMON, WARDEN

---

GWEN DOMBROSKI, CLERK

**DRAFT**

**MESA Letter of Agreement Between:  
MacKay Manor as represented by Community Withdrawal Management Services  
of Renfrew County (“CWMS”) and  
County of Renfrew Paramedic Services (“SERVICES”)**

WHEREAS the County of Renfrew has accepted the SERVICES’ submission for a MESA program which includes the provision of withdrawal management services through MacKay Manor program CWMS.

AND WHEREAS the MESA leverages SERVICES and CWMS withdrawal management professionals to provide and assist individuals in navigating the addiction care system with the goal of reducing the number of repeat visits to hospital emergency departments, all the while, reducing cost to the healthcare system.

AND WHEREAS both SERVICES and MacKay Manor/CWMS are Health Information Custodians subject to the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A (PHIPA) and will be individually collecting, using, and disclosing personal health information (PHI) of individuals when providing health care.

AND WHEREAS the services contemplated under this Agreement will be provided by one or more SERVICES paramedics and a CWMS withdrawal management professional that will travel in a dedicated SERVICES vehicle.

NOW, THEREFORE SERVICES and MacKay Manor agree as follows:

**1. Definitions**

- a. **"Applicable Law"** means any law, regulation, binding judgment of relevant court of law having the force of law, and any official directives, rules, consents, approvals, authorizations, guidelines, or orders having the force of law that applies to a party.
- b. **"MESA "** means a designated group of SERVICES paramedics and CWMS withdrawal management professionals intended to support community emergency response to individuals in mental health, addictions and/or situational crisis which are non-violent and non-criminal, in an effort to resolve the crisis at the scene. The MESA provides specialized assessment, de-escalation support and treatment/referral options to individuals.
- c. **"Personal Health Information" ("PHI")** has the meaning as defined in PHIPA.
- d. **"SERVICES"** refers to the County of Renfrew Paramedic Services.
- e. **"CWMS"** means Community Withdrawal Management Services Renfrew County, a program administered by MacKay Manor providing community withdrawal management services to adults aged 16 and older, living in Renfrew County.
- f. **"MCT"** means the Mobile Crisis Team administered under the MHSRC providing crisis response services within the county of Renfrew.

**Areas of Responsibility**

**2. MHSRC shall:**

- a. Provide Withdrawal Management Professionals employed by MacKay Manor to provide withdrawal management services and referrals to persons believed to need mental health and/or substance use services to serve as members of the MESA in accordance with applicable professional practice standards, the Community Paramedic Policy including

applicable procedures and guidelines.

- b. Liaise with SERVICES with respect to MESA program evaluation, monitoring, and reporting.

### 3. SERVICES shall:

- a. Ensure paramedics perform all necessary medical assessment and treatment(s) in accordance with the Basic Life Support Patient Care Standards and the Advanced Life Support Patient Care Standards, where applicable.
- b. Develop and deliver MESA training for all members of the MESA including SERVICES and CWMS staff.
- c. Ensure paramedics operate a joint health professional response vehicle owned, operated, and insured by the County of Renfrew.
- d. Update the Community Paramedic Policy including procedures and guidelines. Notwithstanding that SERVICES is responsible for updating the MESA policies and procedures, SERVICES shall consult with MacKay Manor/CWMS in the review and revision process and shall obtain MacKay Manor/CWMS consent to any proposed changes to the policy, procedures, and guidelines that are applicable to CWMS withdrawal management Professionals. SERVICES shall provide MacKay Manor/CWMS with a copy of the approved Community Paramedic Policy, procedures and guidelines and will provide MacKay Manor/CWMS with approved updated versions of Community Paramedic Policy, procedures, and guidelines as applicable.
- e. Provide personal protective equipment to all members of the MESA team with the exception of any specialized equipment required to accommodate any specific needs of individual Community Withdrawal Professionals.
- f. Monitor and evaluate the MESA program.

### 4. Patient Care

- a. The parties are jointly responsible for collaboratively providing quality patient care in the performance of this Agreement.
- b. If there is an adverse event or other patient medical or safety issue relating to the activities of either party under this Agreement, both parties shall follow their own internal investigation and review protocols, policies, and procedures, and will collaborate to ensure each meets its obligations as required by applicable law. SERVICES will conduct any investigations as required by the *Ambulance Act*.
- c. If an event or issue as described in section 4(b) above occurs and affects or may reasonably be suspected to affect the other Party including but not limited to health services provided by the other party, the party discovering the event will notify the other party as soon as possible and in no more than 48 hours after becoming aware of the event or issue.
- d. If there are circumstances beyond a party's control that substantially interfere with that party's primary responsibility of care to its patients, such as community disaster, strike, fire, or additional waves of pandemic outbreak, that party may immediately suspend performing its obligations under this Agreement without penalty.
- e. If any circumstance as described in section 4(d) above occurs, the suspending party will communicate with the other party and will provide as much advance notice as possible. Similarly, the suspending party will determine and communicate to the other party as to when it can resume its obligations under this Agreement.

### 5. Scheduling of Staff

- a. SERVICES shall coordinate the scheduling of a CWMS and SERVICES staff member to provide MESA services in consultation with MacKay Manor/CWMS. Parties will work together to determine the optimal scheduling option.
- b. The parties agree to make best efforts to schedule staff such that the MESA Response Vehicle is regularly deployed, its hours of operations being 12 hours a day, 7 days a week.
- c. The parties acknowledge that the daily deployment of the MESA Response Vehicle is subject to the operational capabilities of CWMS and SERVICES and deployment of the MESA Vehicle may occasionally need to be cancelled or truncated.
- d. The parties agree to notify each other as soon as possible of any operational capabilities that will result in the inability to staff the MESA Vehicle including any changes including cancellation of a staff shift.

## **6. Remuneration and Billing**

- a. In consideration for providing MESA services on an on-going basis in accordance with the terms of this agreement, the SERVICES hereby agrees to pay to MacKay Manor a fee equal to the hourly wage, as established by discussion of all parties, plus up to 33% to cover the cost of salary benefits, applicable shift premiums and administrative fees.
- b. The hours of work will follow the CWMS current schedule with a focus on four 10-hour shifts per week.
- c. MacKay Manor reserves the right to change the price at which it is prepared to provide MCT services at the conclusion of the Contract.
- d. MacKay Manor shall bill the SERVICES monthly and shall enclose copies of the workload tracking of all CWMS hours provided to the SERVICES during the month. Payment shall be made to MacKay Manor by the SERVICES within thirty (30) days of receiving such bill and statement.

## **7. Term and Termination**

- a. The term of this Agreement is March 31<sup>st</sup>, 2024, until December 31<sup>st</sup>, 2024 unless extended or terminated earlier in accordance with this section.
- b. Either party may extend this Agreement by mutual written and signed consent of the parties.
- c. Either party may terminate this Agreement upon 30 days' written notice to the other party.

## **8. Indemnities, Insurance, and WSIB**

- a. SERVICES shall, both during and following the term of this Agreement, defend, indemnify and save harmless MacKay Manor from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by SERVICES, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by SERVICES pursuant to this Agreement.
- b. MacKay Manor shall, both during and following the term of this Agreement, defend, indemnify and save harmless SERVICES from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by MacKay Manor, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by MacKay Manor pursuant to this Agreement.
- c. The parties shall obtain and maintain in full force and effect during the term of this Agreement general liability insurance and professional liability insurance for a minimum of \$10,000,000 any one occurrence to cover their respective obligations under this Agreement.

- d. The general liability insurance shall include at least the following:
  - i. Products and completed operations;
  - ii. personal injury;
  - iii. cross liability;
  - iv. contractual liability;
  - v. 30 days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- e. SERVICES shall obtain and maintain in full force and effect during the term of this Agreement sufficient automobile liability insurance coverage for the vehicles it is providing and operating for the MESA, including coverage for bodily injury (including death) and property damage arising from the activities to which this agreement relates.
- f. Each party shall provide the other with evidence of insurance upon request.
- g. Each respective party is responsible for the health and safety of their respective employees and obligations including reporting of any injuries under Applicable Law. The parties will collaborate to address workplace risks that arise during the term of this Agreement.

## 9. Privacy

- a. The parties to this Agreement shall always ensure that individuals who access MESA services are provided with confidential services according to Applicable Law.
- b. MacKay Manor/CWMS and SERVICES shall comply with PHIPA and adhere to their own privacy policies when collecting, using, and disclosing patient data.
- c. MacKay Manor/CWMS and SERVICES shall cooperate in the investigation and remediation of privacy complaints or incidents that involve both parties.
- d. MacKay Manor/CWMS and SERVICES acknowledge that for requests for PHI, the party requesting PHI must compel the other party to disclose, by presenting a consent form from the Patient or a Judicial Order. Absent consent or a Judicial Order, the parties may make emergent requests as permitted by law. The parties agree to work in good faith with one another and may exercise discretion and disclose PHI in certain limited circumstances under sections 40(1) and 41(1)(a) of PHIPA.
- e. The parties will only use or disclose any PI or PHI they receive from the other as is permitted or required under this Agreement or Applicable Law.

## 10. Confidentiality

- a. **"Confidential Information" ("CI")** means information disclosed or made available by one party ("**Discloser**") to another party ("**Receiver**"), or that the Receiver becomes aware of as a result of performing its obligations in this agreement, that: is marked or otherwise identified as confidential by the Discloser at the time of disclosure, or that would be understood by the parties exercising reasonable judgment to be confidential. CI does not include information that:
  - i. Is or becomes available in the public domain through no act of the Receiver;
  - ii. Is received by the Receiver from a non-party who has no obligation of confidence to the Discloser; or
  - iii. Was developed independently by the Receiver without any reliance on the Discloser's CI.
- b. The Receiver shall not use, disclose, copy, or otherwise reproduce any CI of a Discloser for any purpose other than the performance of its obligations under this agreement, or as specifically authorized by the Discloser, or as may be required by Applicable Law.
- c. MacKay Manor is an "institution" as defined under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31(FIPPA). FIPPA applies to Records (which has 23

the same meaning as the term "records" as in FIPPA) in CWMS's custody or control. CWMS may be required to disclose CI supplied to it by SERVICES where it is obligated to do so under FIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.

- d. SERVICES is an "institution" as defined under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA). MFIPPA applies to Records (which has the same meaning as the term "records" as in MFIPPA) in SERVICES's custody or control. SERVICES may be required to disclose CI supplied to it by CWMS where it is obligated to do so under MFIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- e. If a Receiver is required by Applicable Law to disclose any CI, the Receiver shall:
  - i. Give the Discloser sufficient advance written notice prior to releasing such CI to permit the Discloser to seek a protective order or other similar request by the Discloser to prevent or limit such disclosure, if such notice is permitted or required by law;
  - ii. Reasonably cooperate with any request by the Discloser to prevent or limit such disclosure; and
  - iii. Release only that portion of the CI that, in its legal counsel's opinion, must be released by law.

## **11. Patient Records**

Each party shall be responsible for maintaining their own respective patient care records in accordance with Applicable Law, including processing requests from patients to access their PHI. The parties agree to work in good faith to collect, use, and disclose PHI as permitted by *PH/PA*.

## **12. Governing Law**

This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. The parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts competent to hear any appeal.

## **13. General Contract Provision**

- a. Nothing in this agreement shall constitute or be construed to create a partnership, joint-venture, or employment relationship as between the SERVICES and MacKay Manor.
- b. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing by personal delivery or by registered mail, postage pre-paid, addressed to the other party or delivered to the other party as follows:
  - i. **to the PARAMEDIC at:**  
Department of Emergency SERVICES  
9 International Drive  
Pembroke ON, K8A 6W5
  - ii. **to the Service Provider (MacKay Manor/CWMS) at:**  
196 Argyle St. S  
Renfrew ON, K7V 1T5

## **14. Dispute Resolution**

- a. If a dispute or issue arises, the parties will use their best efforts to resolve the issue or



dispute in a collaborative manner. Any issue or dispute will be referred to the individuals identified in section 12 above.

- b. If the individuals in section 12 above are unable to resolve the dispute within 15 Business Days, the parties will escalate the issue or dispute to the President and Chief Executive Officer (CEO) of MacKay Manor and the Chief of the SERVICES. If the President & CEO of MacKay Manor and the Chief of the SERVICES are unable to resolve the issue or dispute within 15 Business Days, each party may pursue any other rights or remedies available to it.

**15. Amendments:**

No amendment, modification or addition to this Agreement will be binding upon the parties to this Agreement unless set out in writing and executed by such parties.

**IN WITNESS WHEREOF the MHSRC and SERVICES have caused this Agreement to be executed by fully authorized signing officers on the date indicated below.**

**MacKay Manor**

**By:**

\_\_\_\_\_

Name: Liana Sullivan  
Title: Executive Director

**DATE:**

\_\_\_\_\_

**County of Renfrew Paramedic Services**

**By:**

\_\_\_\_\_

Name: Peter Emon  
Title: Warden

\_\_\_\_\_

Name: Craig Kelley  
Title: CAO/Deputy Clerk

**DATE:**

\_\_\_\_\_

**ADDENDUM TO HEALTH COMMITTEE**

**APRIL 10, 2024**

---

**TO:** Health Committee  
**FROM:** Michael Nolan, Director of Emergency Services/Chief, Paramedic Service  
**DATE:** April 10, 2024  
**SUBJECT:** Department Report

---

**BY LAWS**

**5. Addiction Services Contract – Mesa**

**Recommendation:** THAT the Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign Letters of Agreement with MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County (“CWMS”).

**Recommendation:** THAT the Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign Letters of Agreement with Renfrew Victoria Hospital as represented by Addiction Treatment Services (ATS) for the provision of addiction and withdrawal services related to the Mesa Program.

**Background**

This recommendation proposes and solidifies a partnership between the County of Renfrew and Mackay Manor, as represented by Community Withdrawal Management Services and the Renfrew Victoria Hospital as represented by Addictions Treatment Services (ATS).

Mesa clients will now have access to a full continuum of addictions services from detoxification/ stabilization / assessment/ connection to substitute therapy for opioid abuse/outpatient addiction treatment services and referrals for residential treatment programs throughout the province can occur for those individuals. Community withdrawal management and addiction treatment service plays a pivotal role in offering addiction and withdrawal services to community members, aiming to help individuals navigate the complex addiction care system effectively. The expertise of Mackay Manor and Renfrew Victoria Hospital will be further integrated with the partnership with the Pembroke Regional Hospital Community Mental Health staff that the County established an agreement for service in March 2024.

This collaboration will reduce the frequency of 911 calls for paramedic service and visits to hospital emergency departments, which historically served as primary points of contact for those struggling with addiction-related issues.

Through the collaboration of Mackay Manor (CWMS) and the Renfrew Victoria Hospital (ATS), and the Community Paramedic Program, the Mesa team will deliver comprehensive and holistic support to individuals seeking help with addiction and withdrawal using the expertise of our partner organizations. This support encompasses various interventions, counseling, medical assistance, and referrals to further treatment options as required. Deploying a multidisciplinary approach, the Mesa team partnership will address the diverse needs of individuals facing addiction, empowering them to overcome obstacles and attain sustainable recovery.

Overall, the partnership outlined underscores a commitment to enhancing addiction care delivery, improving access to services, and fostering better outcomes for individuals and the healthcare system through a harm reduction and preventative care approach. By offering a continuum of care and support, the Mesa team endeavors to make significant progress in tackling the complex challenges associated with addiction and withdrawal, ultimately contributing to the creation of healthier communities. The draft Letters of Agreement and draft By-Laws are attached as Appendix ES-II and Appendix ES-III.

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE MACKAY MANOR AS REPRESENTED BY  
COMMUNITY WITHDRAWAL MANAGEMENT SERVICES (CWMS) TO PROVIDE ADDICTION SERVICES  
RELATED TO THE MESA PROJECT.**

---

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 agreement with MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS") to provide addiction services related to the Mesa Project.

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 MacKay Manor as represented by Community Withdrawal Management Services of Renfrew County ("CWMS").
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 first time this 24th day of April 2024.

READ a second time this 24th day of April 2024.

READ a third time and finally passed this 24th day of April 2024.

---

PETER EMON, WARDEN

---

GWEN DOMBROSKI, CLERK

**DRAFT**

**Mesa Letter of Agreement Between:  
MacKay Manor as represented by Community Withdrawal Management  
Services of Renfrew County ("CWMS") and  
County of Renfrew Paramedic Services ("SERVICES")**

WHEREAS the County of Renfrew has accepted the SERVICES' submission for a Mesa program which includes the provision of withdrawal management services through MacKay Manor program CWMS.

AND WHEREAS Mesa leverages SERVICES and CWMS withdrawal management professionals to provide and assist individuals in navigating the addiction care system with the goal of reducing the number of repeat visits to hospital emergency departments, all the while, reducing cost to the healthcare system.

AND WHEREAS both SERVICES and MacKay Manor/CWMS are Health Information Custodians subject to the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A (PHIPA) and will be individually collecting, using, and disclosing personal health information (PHI) of individuals when providing health care.

AND WHEREAS the service contemplated under this Agreement will be provided by one or more SERVICES paramedics and a CWMS withdrawal management professional that will travel in a dedicated SERVICES vehicle.

NOW, THEREFORE SERVICES and MacKay Manor agree as follows:

**1. Definitions**

- a. **"Applicable Law"** means any law, regulation, binding judgment of relevant court of law having the force of law, and any official directives, rules, consents, approvals, authorizations, guidelines, or orders having the force of law that applies to a party.
- b. **"Mesa"** means a designated group of SERVICES paramedics and CWMS withdrawal management professionals intended to support community emergency response to individuals in mental health, addictions and/or situational crisis which are non-violent and non-criminal, in an effort to resolve the crisis at the scene. Mesa provides specialized assessment, de-escalation support and treatment/referral options to individuals.
- c. **"Personal Health Information" ("PHI")** has the meaning as defined in PHIPA.
- d. **"SERVICES"** refers to the County of Renfrew Paramedic Services.
- e. **"CWMS"** means Community Withdrawal Management Services Renfrew County, a program administered by MacKay Manor providing community withdrawal management services to adults aged 16 and older, living in Renfrew County.
- f. **"MCT"** means the Mobile Crisis Team administered under the MHSRC providing crisis response services within the county of Renfrew.

## **Areas of Responsibility**

### **2. MHSRC shall:**

- a. Provide Withdrawal Management Professionals employed by MacKay Manor to provide withdrawal management services and referrals to persons believed to need mental health and/or substance use services to serve as members of Mesa in accordance with applicable professional practice standards, the Community Paramedic Policy including applicable procedures and guidelines.
- b. Liaise with SERVICES with respect to Mesa program evaluation, monitoring, and reporting.

### **3. SERVICES shall:**

- a. Ensure paramedics perform all necessary medical assessment and treatment(s) in accordance with the Basic Life Support Patient Care Standards and the Advanced Life Support Patient Care Standards, where applicable.
- b. Develop and deliver Mesa training for all members of Mesa including SERVICES and CWMS staff.
- c. Ensure paramedics operate a joint health professional response vehicle owned, operated, and insured by the County of Renfrew.
- d. Update the Community Paramedic Policy including procedures and guidelines. Notwithstanding that SERVICES is responsible for updating the Mesa policies and procedures, SERVICES shall consult with MacKay Manor/CWMS in the review and revision process and shall obtain MacKay Manor/CWMS consent to any proposed changes to the policy, procedures, and guidelines that are applicable to CWMS. SERVICES shall provide MacKay Manor/CWMS with a copy of the approved Community Paramedic Policy, procedures and guidelines and will provide MacKay Manor/CWMS with approved updated versions of Community Paramedic Policy, procedures, and guidelines as applicable.
- e. Provide personal protective equipment to all members of the Mesa team with the exception of any specialized equipment required to accommodate any specific needs of individual Community Withdrawal Professionals.
- f. Monitor and evaluate the Mesa program.

#### 4. Patient Care

- a. The parties are jointly responsible for collaboratively providing quality patient care in the performance of this Agreement.
- b. If there is an adverse event or other patient medical or safety issue relating to the activities of either party under this Agreement, both parties shall follow their own internal investigation and review protocols, policies, and procedures, and will collaborate to ensure each meets its obligations as required by applicable law. SERVICES will conduct any investigations as required by the *Ambulance Act*.
- c. If an event or issue as described in section 4(b) above occurs and affects or may reasonably be suspected to affect the other Party including but not limited to health services provided by the other party, the party discovering the event will notify the other party as soon as possible and in no more than 48 hours after becoming aware of the event or issue.
- d. If there are circumstances beyond a party's control that substantially interfere with that party's primary responsibility of care to its patients, such as community disaster, strike, fire, or additional waves of pandemic outbreak, that party may immediately suspend performing its obligations under this Agreement without penalty.
- e. If any circumstance as described in section 4(d) above occurs, the suspending party will communicate with the other party and will provide as much advance notice as possible. Similarly, the suspending party will determine and communicate to the other party as to when it can resume its obligations under this Agreement.

#### 5. Scheduling of Staff

- a. SERVICES shall coordinate the scheduling of a CWMS and SERVICES staff member to provide Mesa services in consultation with MacKay Manor/CWMS. Parties will work together to determine the optimal scheduling option.
- b. The parties agree to make best efforts to schedule staff such that the Mesa Response Vehicle is regularly deployed, its hours of operations being 12 hours a day, 7 days a week.
- c. The parties acknowledge that the daily deployment of the Mesa Response Vehicle is subject to the operational capabilities of CWMS and SERVICES and deployment of the Mesa Vehicle may occasionally need to be cancelled or truncated.
- d. The parties agree to notify each other as soon as possible of any operational capabilities that will result in the inability to staff the Mesa Response Vehicle including any changes including cancellation of a staff shift.

## **6. Remuneration and Billing**

- a. In consideration for providing Mesa services on an on-going basis in accordance with the terms of this agreement, the SERVICES hereby agrees to pay to MacKay Manor a fee equal to the hourly wage, as established by discussion of all parties, plus up to 33% to cover the cost of salary benefits, applicable shift premiums and administrative fees.
- b. The hours of work will follow the CWMS current schedule with a focus on four 10-hour shifts per week.
- c. MacKay Manor reserves the right to change the price at which it is prepared to provide MCT services at the conclusion of the Contract.
- d. MacKay Manor shall bill the SERVICES monthly and shall enclose copies of the workload tracking of all CWMS hours provided to the SERVICES during the month. Payment shall be made to MacKay Manor by the SERVICES within thirty (30) days of receiving such bill and statement.

## **7. Term and Termination**

- a. The term of this Agreement is March 31<sup>st</sup>, 2024, until December 31<sup>st</sup>, 2024 unless extended or terminated earlier in accordance with this section.
- b. Either party may extend this Agreement by mutual written and signed consent of the parties.
- c. Either party may terminate this Agreement upon 30 days' written notice to the other party.

## **8. Indemnities, Insurance, and WSIB**

- a. SERVICES shall, both during and following the term of this Agreement, defend, indemnify and save harmless MacKay Manor from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by SERVICES, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by SERVICES pursuant to this Agreement.
- b. MacKay Manor shall, both during and following the term of this Agreement, defend, indemnify and save harmless SERVICES from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by MacKay Manor, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by MacKay Manor pursuant to this Agreement.



- c. The parties shall obtain and maintain in full force and effect during the term of this Agreement general liability insurance and professional liability insurance for a minimum of \$10,000,000 any one occurrence to cover their respective obligations under this Agreement.
- d. The general liability insurance shall include at least the following:
  - i. Products and completed operations;
  - ii. personal injury;
  - iii. cross liability;
  - iv. contractual liability;
  - v. 30 days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- e. SERVICES shall obtain and maintain in full force and effect during the term of this Agreement sufficient automobile liability insurance coverage for the vehicles it is providing and operating for the Mesa, including coverage for bodily injury (including death) and property damage arising from the activities to which this agreement relates.
- f. Each party shall provide the other with evidence of insurance upon request.
- g. Each respective party is responsible for the health and safety of their respective employees and obligations including reporting of any injuries under Applicable Law. The parties will collaborate to address workplace risks that arise during the term of this Agreement.

## 9. Privacy

- a. The parties to this Agreement shall always ensure that individuals who access Mesa services are provided with confidential services according to Applicable Law.
- b. MacKay Manor/CWMS and SERVICES shall comply with PHIPA and adhere to their own privacy policies when collecting, using, and disclosing patient data.
- c. MacKay Manor/CWMS and SERVICES shall cooperate in the investigation and remediation of privacy complaints or incidents that involve both parties.
- d. MacKay Manor/CWMS and SERVICES acknowledge that for requests for PHI, the party requesting PHI must compel the other party to disclose, by presenting a consent form from the Patient or a Judicial Order. Absent consent or a Judicial Order, the parties may make emergent requests as permitted by law. The parties agree to work in good faith with one another and may exercise discretion and disclose PHI in certain limited circumstances under sections 40(1) and 41(1)(a) of PHIPA.
- e. The parties will only use or disclose any PI or PHI they receive from the other as is permitted or required under this Agreement or Applicable Law.

## 10. Confidentiality

- a. **"Confidential Information" ("CI")** means information disclosed or made available by one party ("**Discloser**") to another party ("**Receiver**"), or that the Receiver becomes aware of as a result of performing its obligations in this agreement, that: is marked or otherwise identified as confidential by the Discloser at the time of disclosure, or that would be understood by the parties exercising reasonable judgment to be confidential. CI does not include information that:
  - i. Is or becomes available in the public domain through no act of the Receiver;
  - ii. Is received by the Receiver from a non-party who has no obligation of confidence to the Discloser; or
  - iii. Was developed independently by the Receiver without any reliance on the Discloser's CI.
- b. The Receiver shall not use, disclose, copy, or otherwise reproduce any CI of a Discloser for any purpose other than the performance of its obligations under this agreement, or as specifically authorized by the Discloser, or as may be required by Applicable Law.
- c. MacKay Manor is an "institution" as defined under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31(FIPPA). FIPPA applies to Records (which has the same meaning as the term "records" as in FIPPA) in CWMS's custody or control. CWMS may be required to disclose CI supplied to it by SERVICES where it is obligated to do so under FIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- d. SERVICES is an "institution" as defined under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA). MFIPPA applies to Records (which has the same meaning as the term "records" as in MFIPPA) in SERVICES's custody or control. SERVICES may be required to disclose CI supplied to it by CWMS where it is obligated to do so under MFIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- e. If a Receiver is required by Applicable Law to disclose any CI, the Receiver shall:
  - i. Give the Discloser sufficient advance written notice prior to releasing such CI to permit the Discloser to seek a protective order or other similar request by the Discloser to prevent or limit such disclosure, if such notice is permitted or required by law;
  - ii. Reasonably cooperate with any request by the Discloser to prevent or limit such disclosure; and
  - iii. Release only that portion of the CI that, in its legal counsel's opinion, must be released by law.

## 11. Patient Records

Each party shall be responsible for maintaining their own respective patient care records in accordance with Applicable Law, including processing requests from patients to access their PHI. The parties agree to work in good faith to collect, use, and disclose PHI as permitted by *PH/PA*.

## 12. Governing Law

This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. The parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts competent to hear any appeal.

## 13. General Contract Provision

- a. Nothing in this agreement shall constitute or be construed to create a partnership, joint-venture, or employment relationship as between the SERVICES and MacKay Manor.
- b. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing by personal delivery or by registered mail, postage pre-paid, addressed to the other party or delivered to the other party as follows:

- i. **To the County of Renfrew Paramedic Service at:**

Department of Emergency Services  
9 International Drive  
Pembroke ON, K8A 6W5

- ii. **To the Service Provider (MacKay Manor/CWMS) at:**

196 Argyle St. S  
Renfrew ON, K7V 1T5

## 14. Dispute Resolution

- a. If a dispute or issue arises, the parties will use their best efforts to resolve the issue or dispute in a collaborative manner. Any issue or dispute will be referred to the individuals identified in section 12 above.
- b. If the individuals in section 12 above are unable to resolve the dispute within 15 Business Days, the parties will escalate the issue or dispute to the President and Chief Executive Officer (CEO) of MacKay Manor and the Chief of the SERVICES. If the President & CEO of MacKay Manor and the Chief of the SERVICES are unable to resolve the issue or dispute within 15 Business Days, each party may pursue any other rights or remedies available to it.

**15. Amendments:**

No amendment, modification or addition to this Agreement will be binding upon the parties to this Agreement unless set out in writing and executed by such parties.

**IN WITNESS WHEREOF the MHSRC and SERVICES have caused this Agreement to be executed by fully authorized signing officers on the date indicated below.**

**MacKay Manor**

**By:**

\_\_\_\_\_

Name: Liana Sullivan  
Title: Executive Director

**DATE:**

\_\_\_\_\_

**County of Renfrew Paramedic Services**

**By:**

\_\_\_\_\_

Name: Peter Emon  
Title: Warden

\_\_\_\_\_  
Name: Craig Kelley  
Title: CAO/Deputy Clerk

**DATE:**

\_\_\_\_\_

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE RENFREW VICTORIA HOSPITAL AS REPRESENTED BY ADDICTIONS TREATMENT SERVICE (ATS) TO PROVIDE ADDICTION SERVICES RELATED TO THE MESA PROJECT.**

---

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 agreement with the Renfrew Victoria Hospital as represented by Addictions Treatment Service (ATS) to provide addiction services related to the Mesa Project.

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 Renfrew Victoria Hospital as represented by Addictions Treatment Service (ATS).
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 first time this 24th day of April 2024.

READ a second time this 24th day of April 2024.

READ a third time and finally passed this 24th day of April 2024.

---

PETER EMON, WARDEN

---

GWEN DOMBROSKI, CLERK

**DRAFT**

**Mesa Letter of Agreement Between:  
Renfrew Victoria Hospital as represented by  
Addictions Treatment Service (ATS)  
and  
The County of Renfrew**

WHEREAS the County of Renfrew has accepted the County of Renfrew Paramedic Service's submission for a Mesa program which includes the provision of addictions treatment services by Renfrew Victoria Hospital.

AND WHEREAS Mesa leverages the Paramedic Services and addictions treatment professionals to provide and assist individuals in navigating the addictions treatment and addictions treatment system with the goal of reducing the number of repeat visits to hospital emergency departments, all the while, reducing cost to the healthcare system.

AND WHEREAS both the Paramedic Service and the Renfrew Victoria Hospital are Health Information Custodians subject to the *Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A (PHIPA)* and will be individually collecting, using, and disclosing personal health information (PHI) of individuals when providing health care.

AND WHEREAS the Paramedic Services contemplated under this Agreement will be provided by one or more of the County of Renfrew paramedics and a Renfrew Victoria Hospital addictions treatment professional that will provide addiction services out of an established Renfrew Victoria Hospital site.

NOW, THEREFORE the County of Renfrew and Renfrew Victoria Hospital agree as follows:

**1. Definitions**

- a. **"Applicable Law"** means any law, regulation, binding judgment of relevant court of law having the force of law, and any official directives, rules, consents, approvals, authorizations, guidelines, or orders having the force of law that applies to a party.
- b. **"Mesa"** means a housing first strategy that includes a designated group of the County of Renfrew Paramedic Service staff and associated professionals intended to support community emergency response to individuals in mental health, addictions and/or situational crisis, which are non-violent and non-criminal. The Mesa provides specialized assessment, de-escalation support and treatment/referral options to individuals.
- c. **"Personal Health Information" ("PHI")** has the meaning as defined in PHIPA.
- d. **"The County of Renfrew Paramedic Service"** refers to the Paramedic Service.

## **Areas of Responsibility**

### **2. Renfrew Victoria Hospital shall:**

- a. Provide addiction treatment professionals employed by Renfrew Victoria Hospital to provide addictions treatment services and referrals to persons believed to need addictions treatment and/or substance use services to serve as members of the Mesa in accordance with applicable professional practice standards, the Community Paramedic Policy including applicable procedures and guidelines.
- b. Provide full continuum of addictions services from detoxification, stabilization, assessment, connection to substitute therapy for opioid abuse, outpatient addiction treatment services and referrals for residential treatment programs throughout the province can occur for those individuals connecting with MESA in their communities.
- c. Liaise with the Paramedic Service with respect to Mesa program evaluation, monitoring, and reporting.

### **3. The Paramedic Service shall:**

- a. Ensure paramedics perform all necessary medical assessment and treatment(s) in accordance with the Basic Life Support Patient Care Standards and the Advanced Life Support Patient Care Standards, where applicable.
- b. Develop and deliver Mesa training for all members of the Mesa including the County of Renfrew Paramedic Service and Renfrew Victoria Hospital staff.
- c. Ensure paramedics operate a joint health professional response vehicle owned, operated, and insured by the County of Renfrew.
- d. Update the County of Renfrew Paramedic Service Policy including procedures and guidelines. Notwithstanding that the Paramedic Service is responsible for updating the Mesa policies and procedures. The Paramedic Service shall consult with Renfrew Victoria Hospital in the review and revision process and shall obtain Renfrew Victoria Hospital consent to any proposed changes to the policy, procedures, and guidelines that are applicable to Renfrew Victoria Hospital Addictions Treatment Professionals. The Paramedic Service shall provide Renfrew Victoria Hospital with a copy of the approved County of Renfrew Paramedic Service Policy, procedures and guidelines and will provide Renfrew Victoria Hospital with approved updated versions of County of Renfrew Paramedic Service Policy, procedures, and guidelines as applicable.
- e. Provide personal protective equipment to all members of the Mesa team, with the exception of any specialized equipment required to accommodate any specific needs of individual addiction treatment professionals, and with the exception of non-mobile addictions service professionals operating out of established Renfrew Victoria Hospital sites.
- f. Monitor and evaluate the Mesa program.

#### **4. Patient Care**

- a. The parties are jointly responsible for collaboratively providing quality patient care in the performance of this Agreement.
- b. If there is an adverse event or other patient medical or safety issue relating to the activities of either party under this Agreement, both parties shall follow their own internal investigation and review protocols, policies, and procedures, and will collaborate to ensure each meets its obligations as required by applicable law. The Paramedic Service will conduct any investigations as required by the *Ambulance Act*.
- c. If an event or issue as described in section 4(b) above occurs and affects or may reasonably be suspected to affect the other Party including but not limited to health services provided by the other party, the party discovering the event will notify the other party as soon as possible and no more than 48 hours after becoming aware of the event or issue.
- d. If there are circumstances beyond a party's control that substantially interfere with that party's primary responsibility of care to its patients, such as a community disaster, strike, fire, or additional waves of pandemic outbreak, that party may immediately suspend performing its obligations under this Agreement without penalty.
- e. If any circumstance as described in section 4(d) above occurs, the suspending party will communicate with the other party and will provide as much advance notice as possible. Similarly, the suspending party will determine and communicate to the other party as to when it can resume its obligations under this Agreement.

#### **5. Scheduling of Staff**

- a. Renfrew Victoria Hospital will ensure a staff is scheduled 5 days per week to provide addictions treatment services and referrals for residential treatment programs throughout the County of Renfrew can occur for those individuals connecting with MESA in their communities.

#### **6. Remuneration and Billing**

- a. In consideration for providing Mesa services on an on-going basis in accordance with the terms of this agreement, the County of Renfrew hereby agrees to pay Renfrew Victoria Hospital a per diem of \$333.48, which is fully inclusive of daily wage, benefits, and administrative fees.
- b. The hours of work will follow the Renfrew Victoria Hospital current schedule.
- c. Renfrew Victoria Hospital reserves the right to change the price at which it is prepared to provide addictions treatment services at the conclusion of the Contract.



- d. Renfrew Victoria Hospital shall bill the County of Renfrew monthly and shall enclose copies of the workload tracking of all Renfrew Victoria Hospital hours provided to the Paramedic Service during the month. Payment shall be made to the Renfrew Victoria Hospital by the County of Renfrew within thirty (30) days of receiving such bill and statement.

## **7. Term and Termination**

- a. The term of this Agreement is May 1<sup>st</sup>, 2024, until December 31<sup>st</sup>, 2024 unless extended or terminated earlier in accordance with this section.
- b. Either party may extend this Agreement by mutual written and signed consent of the parties.
- c. Either party may terminate this Agreement upon 30 days' written notice to the other party.

## **8. Indemnities, Insurance, and WSIB**

- a. The County of Renfrew shall, both during and following the term of this Agreement, defend, indemnify and save harmless Renfrew Victoria Hospital from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by the County of Renfrew, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the County of Renfrew Paramedic Service pursuant to this Agreement.
- b. Renfrew Victoria Hospital shall, both during and following the term of this Agreement, defend, indemnify and save harmless the County of Renfrew from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by Renfrew Victoria Hospital, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by Renfrew Victoria Hospital pursuant to this Agreement.
- c. The parties shall obtain and maintain in full force and effect during the term of this Agreement general liability insurance and professional liability insurance for a minimum of \$10,000,000 any one occurrence to cover their respective obligations under this Agreement.

- d. The general liability insurance shall include at least the following:
  - i. Products and completed operations;
  - ii. personal injury;
  - iii. cross liability;
  - iv. contractual liability;
  - v. 30 days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- e. Each party shall provide the other with evidence of insurance upon request.
- f. Each respective party is responsible for the health and safety of their respective employees and obligations including reporting of any injuries under Applicable Law. The parties will collaborate to address workplace risks that arise during the term of this Agreement.

## **9. Privacy**

- a. The parties to this Agreement shall always ensure that individuals who access Mesa services are provided with confidential services according to Applicable Law.
- b. Renfrew Victoria Hospital and the County of Renfrew shall comply with PHIPA and adhere to their own privacy policies when collecting, using, and disclosing patient data.
- c. Renfrew Victoria Hospital and the County of Renfrew shall cooperate in the investigation and remediation of privacy complaints or incidents that involve both parties.
- d. Renfrew Victoria Hospital and the County of Renfrew acknowledge that for requests for PHI, the party requesting PHI must compel the other party to disclose, by presenting a consent form from the Patient or a Judicial Order. Absent consent or a Judicial Order, the parties may make emergent requests as permitted by law. The parties agree to work in good faith with one another and may exercise discretion and disclose PHI in certain limited circumstances under sections 40(1) and 41(1)(a) of PHIPA.
- e. The parties will only use or disclose any PI or PHI they receive from the other as is permitted or required under this Agreement or Applicable Law.

## 10. Confidentiality

- a. **"Confidential Information" ("CI")** means information disclosed or made available by one party ("**Discloser**") to another party ("**Receiver**"), or that the Receiver becomes aware of as a result of performing its obligations in this agreement, that: is marked or otherwise identified as confidential by the Discloser at the time of disclosure, or that would be understood by the parties exercising reasonable judgment to be confidential. CI does not include information that:
  - i. Is or becomes available in the public domain through no act of the Receiver;
  - ii. Is received by the Receiver from a non-party who has no obligation of confidence to the Discloser; or
  - iii. Was developed independently by the Receiver without any reliance on the Discloser's CI.
- b. The Receiver shall not use, disclose, copy, or otherwise reproduce any CI of a Discloser for any purpose other than the performance of its obligations under this agreement, or as specifically authorized by the Discloser, or as may be required by Applicable Law.
- c. Renfrew Victoria Hospital is an "institution" as defined under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31(FIPPA). FIPPA applies to Records (which has the same meaning as the term "records" as in FIPPA) in Renfrew Victoria Hospital's custody or control. Renfrew Victoria Hospital may be required to disclose CI supplied to it by the County of Renfrew Paramedic Service where it is obligated to do so under FIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- d. The Corporation of the County of Renfrew is an "institution" as defined under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA). MFIPPA applies to Records (which has the same meaning as the term "records" as in MFIPPA) in the County of Renfrew Paramedic Service custody or control. the Paramedic Service may be required to disclose CI supplied to it by Renfrew Victoria Hospital where it is obligated to do so under MFIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- e. If a Receiver is required by Applicable Law to disclose any CI, the Receiver shall:
  - i. Give the Discloser sufficient advance written notice prior to releasing such CI to permit the Discloser to seek a protective order or other similar request by the Discloser to prevent or limit such disclosure, if such notice is permitted or required by law;
  - ii. Reasonably cooperate with any request by the Discloser to prevent or limit such disclosure; and
  - iii. Release only that portion of the CI that, in its legal counsel's opinion, must be released by law.

### **11. Patient Records**

Each party shall be responsible for maintaining their own respective patient care records in accordance with Applicable Law, including processing requests from patients to access their PHI. The parties agree to work in good faith to collect, use, and disclose PHI as permitted by *PHIPA*.

### **12. Governing Law**

This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. The parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts competent to hear any appeal.

### **13. General Contract Provision**

- a. Nothing in this agreement shall constitute or be construed to create a partnership, joint-venture, or employment relationship as between County of Renfrew and Renfrew Victoria Hospital.
- b. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing by personal delivery or by registered mail, postage pre-paid, addressed to the other party or delivered to the other party as follows:

- i. **To the County of Renfrew at:**

- Department of Emergency Services/Paramedic Service  
9 International Drive  
Pembroke ON, K8A 6W5

- ii. **To the Service Provider (Renfrew Victoria Hospital-) at:**

- Renfrew Victoria Hospital  
499 Raglan Street North  
Renfrew, ON, K7V 1P6

### **14. Dispute Resolution**

- a. If a dispute or issue arises, the parties will use their best efforts to resolve the issue or dispute in a collaborative manner. Any issue or dispute will be referred to the individuals identified in section 12 above.

- b. If the individuals in section 12 above are unable to resolve the dispute within 15 Business Days, the parties will escalate the issue or dispute to the President and Chief Executive Officer (CEO) of Renfrew Victoria Hospital and the CAO/Deputy Clerk, County of Renfrew. If the President and CEO of Renfrew Victoria Hospital and the CAO/Deputy Clerk, County of Renfrew are unable to resolve the issue or dispute within 15 Business Days, each party may pursue any other rights or remedies available to it.

**15. Amendments:**

No amendment, modification or addition to this Agreement will be binding upon the parties to this Agreement unless set out in writing and executed by such parties.

**IN WITNESS WHEREOF the Renfrew Victoria Hospital and the County of Renfrew Paramedic Service have caused this Agreement to be executed by fully authorized signing officers on the date indicated below.**

**Renfrew Victoria Hospital**

**By:** \_\_\_\_\_

Name: Alison Green  
Title: VP Corporate Services (CFO)

**DATE:** \_\_\_\_\_

**County of Renfrew**

**By:** \_\_\_\_\_

Name: Peter Emon  
Title: Warden

**By:** \_\_\_\_\_

Name: Craig Kelley  
Title: CAO/Deputy Clerk

**DATE:** \_\_\_\_\_

**COUNTY OF RENFREW  
LONG-TERM CARE REPORT**

---

**TO:** Health Committee  
**FROM:** Mike Blackmore, Director of Long-Term Care  
**DATE:** April 10, 2024  
**SUBJECT:** Department Report

---

**INFORMATION**

**1. Ontario Budget**

The 2024 Ontario Budget entitled '[Building a Better Ontario](#)' was released March 26, 2024; items relevant to the County of Renfrew Long Term Care Homes operation are listed below. The Ministry will detail funding specifics via separate memo to each Home in the coming weeks.

**a) Level of Care**

The Province is providing a 6.6% (\$353M) increase to the Level of Care (LoC) funding for 2024-25.

**b) Pharmacy Funding and Medication Safety Technology Program (MSTP)**

The Long Term Care pharmacy funding will be kept at \$1500 annual fee per bed this year and the Medication Safety Technology Program will continue for 2024/25.

**c) Health Human Resources**

Four Hours of Care -The Ministry advised that the four hours of care allocation for 2024-25 will be \$1.82B. For 2024/25, homes will receive the following amount:

- Nurse and Personal Support Worker (PSW) Staffing Supplement: \$1,822.02 per bed, per month.
- Allied Health Professional (AHP) Staffing Supplement: \$161.35 per bed, per month.

The funding will continue beyond 2024/25 and become base funding. The funding policy includes the projected allocations for 2025/25:

<b>Nurse and PSW Staffing Supplement</b>	<b>2025-26</b>
Annual Funding	\$1,673,005,700
Notional Monthly Allocation Range Per Bed, Per Month	\$1,673.55 - \$1,721.49

<b>AHP Staffing Supplement</b>	<b>2025-26</b>
Annual Funding	\$148,160,200
Notional Monthly Allocation Range Per Bed, Per Month	\$148.20 - \$152.45

Workforce Investments - Continuation of the Supervised Practice Experience Partnership program supporting up to 1,500 internationally educated nurses annually to become accredited nurses in Ontario.

An additional \$128 million will be provided over the next three years to support the sustained enrolment increases in nursing spaces at publicly assisted colleges and universities by 2,000 registered nurses and 1,000 registered practical nurse seats.

**d) Minor Capital**

\$202M in 2024 will be made available to eligible LTC operators as a one-time transfer through the Other Accommodation envelope for minor repairs/redevelopment projects, including but not limited to the installation of sprinklers. Eligible homes will receive a one-time funding of approximately \$2,500 per bed.

**e) Resident Health and Well-Being Program Funding**

On March 21, 2024, MLTC announced the 2024/25 funding for the resident health and well-being program and the amendments to the funding policy, expanding the eligibility of Allied Health Professionals that provide social services to the residents.

As per the changes, the following positions are added to the eligible AHPs:

- RAI MDS Staff
- Rehab, Active Living and Therapeutic Support Staff (Physiotherapy Aides / Assistants, Restorative Aides [Rehab / Therapy Aides], Activity Assistants / Recreation Assistants, Occupational Therapy Aides / Assistants, Kinesiology Support Staff)
- Activity Directors
- Volunteer Coordinators
- Medical Directors
- Directors of Nursing and Personal Care
- Nutrition Managers
- Behavioural Support Ontario (BSO) Staff

- Complementary Therapy Staff (Music Therapy Staff, Horticulture Therapy Staff, Art Therapy Staff)
- Barbers / Hairdressers / Aesthetician Staff
- Foot Care Services Staff
- Interpretation Services Staff
- Respiratory Therapists

The program was launched in December 2022 with an investment of \$19,963,600 over three years, with 2024 being the final year. The funding allocated for 2024/25 is \$6,786,700 and homes will receive \$7.39 per bed per month starting April 1, 2024, until March 2025.

**2. Renfrew County and District Health Unit Inspection Report – Miramichi Lodge**

On March 26, 2024, Renfrew County and District Health Unit, Public Health Inspector Ms. Shannon Thorpe, conducted a compliance inspection of the main kitchen at Miramichi Lodge. One chemical dispenser required maintenance, which was rectified and the Health Unit was advised. The report is attached as Appendix LTC-I.

**3. 2023 Unaudited Financial Statements**

Attached as Appendix LTC-II are the 2023 Unaudited Financial Statements for both Bonnechere Manor and Miramichi Lodge Long-Term Care Homes as of December 31, 2023, and an overview will be provided at the meeting.

**RESOLUTIONS**

**4. The Homes’ 2024 Strategic Operational Plans**

**Recommendation:** THAT the Health Committee approve the County of Renfrew Long-Term Care Homes 2024 Operational Plan.

**Background**

Attached as Appendix LTC-III is the County of Renfrew Long-Term Care Homes 2024 Operational Plan that will conclude the current Strategic Map for the Homes. In November 2017, the Health Committee and Council approved the seven-year Strategic Map that has guided the annual Operational Plan. The Operational Plan is created based on Accreditation Canada recommendations and comments, Provincial Quality Improvement Plan, Ministry of Long-Term Care compliance reports, Butterfly Approach project, and the residents/substitute decision makers’ (SDMs) satisfaction survey responses. The most recent resident/SDM satisfaction survey results for each of Bonnechere Manor and Miramichi Lodge are attached as Appendix LTC-IV.



5. **Business Case – Bonnechere Manor**

**Recommendation:** THAT the Health Committee recommend to County Council that the vacant full time Unit Clerk position at Bonnechere Manor be designated as a Staffing Clerk position, effective May 1, 2024, AND FURTHER THAT the Finance and Administration Committee be so advised.

**Background**

Attached as Appendix LTC-V is the Business Case justifying the request to change the full-time unionized position (currently vacant) from Unit Clerk to Staffing Clerk at Bonnechere Manor to meet operational needs.

**BY-LAWS**

6. **One-Time Increase to Long-Term Care Home Funding**

**Recommendation:** THAT the Health Committee recommends County Council adopt a By-law authorizing the Warden and Clerk to sign the 2023/24 One-Time Increase to Long-Term Care Home Funding Agreement to assist in relieving financial pressures and addressing key priorities related to Ontario Fire Code requirements, addressing deferred maintenance and proceeding with (re)development projects in the amount of \$2,543 per bed with Ontario Health, AND FURTHER THAT the Finance and Administration Committee be so advised.

**Background**

Ontario Health, through Ontario Health East, advised the Corporation of the County of Renfrew, Bonnechere Manor and Miramichi Lodge will receive one-time funding in the amount of \$2,543 per bed in the fiscal year 2023-24 to assist in relieving financial pressures and addressing key priorities related to Ontario Fire Code requirements, addressing deferred maintenance and proceeding with (re)development projects. The agreement is attached as Appendix LTC-VI.

7. **Request for Proposal Domestic Hot Water Boiler Replacement – Bonnechere Manor**

**Recommendation:** THAT the Health Committee recommend that County Council adopt a By-Law to award the Request for Proposal BM-2024-02 Domestic Hot Water Boiler Replacement project for 4 new boilers at Bonnechere Manor to Saffco Electrical Heating and Plumbing from Pembroke, Ontario, at the quoted price of \$166,000 inclusive of HST, as approved in the Bonnechere Manor 2024 Capital Budget, AND FURTHER THAT Finance and Administration Committee is advised.

**Background**

Council approved \$250,000 in the 2024 Bonnechere Manor Capital Budget for the replacement of four domestic hot water boilers at Bonnechere Manor. The Request for Proposal (RFP) was advertised with submissions accepted until 2:00 p.m. March 14, 2024. Tenders received as follows:

1. Saffco Electrical Heating and Plumbing, Pembroke, Ontario      \$166,000.00
2. Francis H.V.A.C. Services Ltd., Nepean, Ontario                      \$167,922.52

Saffco Electrical Heating and Plumbing provided the lowest bid that met all the requirements within the RFP. Staff is recommending that Committee and Council support the award of the Bonnechere Manor RFP 2024-02 Domestic Hot Water Boiler Replacement project as per GA-01 Procurement of Goods and Services Policy, Section 20.7, to Saffco Electrical Heating and Plumbing from Pembroke with a bid of \$166,000 inclusive of HST, which is within the approved 2024 Capital Budget. The agreement is attached as Appendix LTC-VII.

**FOOD SAFETY INSPECTION REPORT**

<p><b>Facility Inspected:</b> Miramichi Lodge - Main Kitchen</p> <p><b>Primary owner:</b> Mike Blackmore</p> <p><b>Site Address:</b> 725 Pembroke St. W. Pembroke ON K8A 8S6</p> <p><b>Site Phone:</b> (613) 735-0175</p> <p><b>Site Fax:</b> (613) 735-8061</p>	<p><b>Inspection #:</b> -15185</p> <p><b>Inspection Date:</b> 26-Mar-2024</p> <p><b>Inspected By:</b> Shannon Thorpe</p> <p><b>Facility Type:</b> Long Term Care Facility</p> <p><b>Inspection Type:</b> Required</p> <p><b>Inspection Reasons:</b> Compliance Inspection</p> <p><b>Violations:</b> 0</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Opening Comments and Observations:**  
Food safety compliance inspection conducted on todays date with operator Sherri Hendry present.

**N/S = NOT SELECTED YES = IN COMPLIANCE CDI = CORRECTED DURING INSPECTION N/A = NOT APPLICABLE N/O = NOT OBSERVED NO = NOT IN COMPLIANCE**

**Long Term Care Facility**

**FOOD HANDLING**

1. Potentially hazardous foods are distributed, maintained, stored, transported, displayed, sold and offered for sale in which the internal temperature is at 4°C (40°F) or lower YES  
 All cold holding units in compliance at time of inspection.  
**Ensure margarine is stored in cooler when not in use.**  
 Readings Taken: 26-Mar-2024 12:40 - Salad in Main Walk In : 2.4°C  
 26-Mar-2024 12:40 - Milk in Dairy Walk In : 3.1°C  
 26-Mar-2024 12:40 - OJ in Serv 1 True Tall : 4.6°C  
 26-Mar-2024 12:40 - Yogurt in Serv 1 Haier : 4.1°C  
 26-Mar-2024 12:40 - Juice in Serv 1 Haier : 4.6°C  
 26-Mar-2024 12:40 - Juice in Serv 2 True Tall : 2.5°C  
 26-Mar-2024 12:40 - Boost in Serv 2 Haier : 4.1°C  
 26-Mar-2024 12:40 - Sour Cream in Serv 2 Haier : 2.5°C  
 26-Mar-2024 12:40 - Juice in Serv 3 True Tall : 0.1°C  
 26-Mar-2024 12:40 - Boost in Serv 3 Haier : 3.1°C  
 26-Mar-2024 12:40 - Yogurt in Serv 3 Haier : 2.2°C
2. Foods intended to be in a frozen state are distributed, maintained, stored, transported, displayed, sold or offered for sale in a frozen state until sold or prepared for use YES  
 All freezer units observed to be maintaining food in a frozen solid state at time of inspection.
3. Potentially hazardous foods are distributed, maintained, stored, transported, displayed, sold and offered for sale in which the internal temperature is at 60°C (140°F) or higher N/O  
 No hot holding occurring at time of inspection.  
  
 Carts being emptied after lunch service.  
 Temperature logs kept for all hot holding.
4. Equipment used for refrigeration or hot holding of potentially hazardous foods contains accurate and easily readable indicating thermometers YES  
 All units contained thermometer.
5. Food is processed in a manner that makes the food safe to eat YES
6. All food shall be protected from contamination and adulteration YES  
 All food observed to be stored safely and appropriately.
7. Food in a food premise that is liable under law to inspection must be obtained from a source YES

Facility Contact: Mike Blackmore

Facility Address: 725 Pembroke St. W., Pembroke ON K8A 8S6

that is subject to inspection

- 8. Racks, shelves or pallets used for food storage must be designed to protect the food from contamination and must be readily cleanable YES
- 9. Food handlers in the food premise practice good personal hygiene YES
- 10. Food handlers in the food premise wash their hands as often as necessary to prevent the contamination of food or food areas YES  
 Observed staff performing hand hygiene between tasks.
- 11. At least one certified food handler or supervisor is on the premise at all times during normal operation YES  
 Sherri Hendry is RCDHU Certified Food Handler.

**OPERATION AND MAINTENANCE**

- 12. The food premise is operated and maintained such that it is not a health hazard, adversely affecting the sanitary operation or the wholesomeness of food YES
- 13. Every food premise shall be operated and maintained such that no room is used for sleeping purposes YES
- 14. Floor or floor coverings are tight, smooth and non-absorbent and kept clean and in good repair YES  
 One area around drain in dishwashing area is worn/damaged and requires refinishing.  
  
 Contract for work has already been approved and will be completed this month.
- 15. Walls and ceilings of rooms and passageways are readily cleanable, maintained in a sanitary condition, and kept in good repair YES
- 16. General maintenance and sanitation is satisfactory where food is processed, prepared, packaged, served, transported, manufactured, handled, sold, or offered for sale. YES  
 Premises observed to be clean and well maintained.
- 17. Every food premise shall be provided with hot and cold potable running water under pressure YES
- 18. Adequate number of handwashing stations, situated for convenient access by food handlers with required supplies YES  
 All hand sinks observed to be stocked with supplies needed for hand hygiene.
- 19. Handwashing stations used only for the washing of employee hands YES
- 20. Single-service containers and single-service articles are kept in such a manner and place as to prevent contamination of containers or articles YES
- 21. Equipment, utensils and multi-service articles are of sound and tight construction, in good repair, can be readily cleaned and sanitized, and suitable for their intended purpose YES
- 22. Equipment and utensils that come into direct contact with food are corrosion-resistant, non-toxic and free from cracks, crevices and open seams YES
- 23. Vending machine that automatically mixes water to create a product is provided with potable water supply under pressure YES
- 24. Furniture, equipment and appliances in any room or place where food is prepared, processed, packaged, served, transported, manufactured, handled, displayed, sold or offered for sale is constructed and arranged to maintain it in a clean and sanitary condition YES
- 25. Table covers, napkins or serviettes used in the service of food are clean and in good repair YES
- 26. Proper levels of illumination required are maintained in the food premise during all hours of operation YES
- 27. Ventilation system is maintained to ensure the elimination of odours, fumes, vapours, smoke and excessive heat YES  
 Ventilation system has upcoming maintenance scheduled for April 6 2024.  
  
 No issues observed at time of inspection.

**Facility Contact:** Mike Blackmore  
**Facility Address:** 725 Pembroke St. W., Pembroke ON K8A 8S6

- 28. Garbage and wastes, including liquid wastes, are collected and removed from the food premise as often as is necessary to maintain the premise in a sanitary condition YES
- 29. Food premise is protected against the entry of pests and kept free of conditions that lead to the harbouring or breeding of pests YES  
 No evidence of pests or pest activity observed at time of inspection.  
  
 Premises uses Orkin Pest Control Services.  
 Last date of service Feb. 27, 2024 - no issues noted in report.

- 30. Every room in the food premise is kept free from live birds or animals YES

**CLEANING AND SANITIZING**

- 31. Equipment for either manual or mechanical dishwashing is available on site YES  
 Mechanical Dishwasher and 3 comp sink available in main kitchen.  
 Each servery has a mechanical dishwasher and 2 compartment sink.
- 32. Multi-service articles shall be cleaned and sanitized after each use YES
- 33. Utensils other than multi-service articles shall be cleaned and sanitized as often as necessary to maintain them in a clean and sanitary condition YES
- 34. Mechanical dishwashers are maintained to provide clean wash water at the proper temperature, and a sanitizing rinse YES  
 All dishwashers in compliance at time of inspection.

Main Dish - Wash 140°F/Rinse 188°F  
 Servery 1- Wash 165°F/Rinse 183°F  
 Servery 2- Wash 167°F/Rinse 183°F  
 Servery 3- Wash 165°F/Rinse 181°F

- 35. Manual dishwashing provides clean wash water, proper rinse, and sanitizing solution YES  
 Manual dishwashing in compliance at time of inspection - Sanitizer 200ppm Quat
- 36. Sanitize test kit is readily available for verifying concentration of other sanitizing agents approved for use by Health Canada/CFIA YES
- 37. Food contact surfaces washed, rinsed, and sanitized as often as necessary to maintain surfaces in a sanitary condition CDI  
 Food contact sanitizer in main kitchen initially tested to be 0ppm - Operator attempted to refill bottles and PHI tested Sani at site - Sani tested to be 0ppm. Operator deduced that pump on unit was broken and put in a request with Diversy for repair. All sanitizers in kitchen were refilled from alternate unit and tested to be 200ppm Quat.  
  
 All sanitizers in serveries tested to be 200ppm Quat.  
 - *Ensure surfaces of equipment and facilities are cleaned and sanitized as often as necessary to maintain such surfaces in a sanitary conditions.*

- 38. Cloths and towels used for cleaning, drying or polishing utensils or cleaning food contact surfaces are in good repair, clean and used for no other purpose YES
- 39. Toxic and poisonous substances are kept separate from food, in containers bearing a label and used in a manner that does not contaminate food YES

**SANITARY FACILITIES**

- 40. Sanitary facilities kept in good repair and equipped with necessary supplies N/A

**Action(s) Taken**

Actions Taken: Report Reviewed - Action Required, Food Handler Education on Site

**Closing Comments:**

Inspection results reviewed with operator at time of site visit.

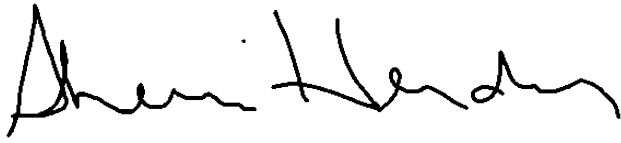
Report to be emailed to; shendry@countyofrenfrew.on.ca

Facility Contact: Mike Blackmore


Facility Address: 725 Pembroke St. W., Pembroke ON K8A 8S6

---

I have read and understood this report:



\_\_\_\_\_  
Sherri Hendry



\_\_\_\_\_  
Shannon Thorpe

**COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
<b><u>CLIENT PROGRAMS &amp; SERVICES</u></b>	<b><u>904,863</u></b>	<b><u>1,013,827</u></b>	<b><u>(108,964)</u></b>
Salaries	667,393	800,334	(132,941)
Salary Allocations	35,209	34,191	1,018
Employee Benefits	157,272	170,742	(13,470)
Computers Operation and Maintenance	16,992	7,440	9,552
COVID	6	0	6
Depreciation	2,226	2,400	(174)
Equipment - Replacements	596	0	596
Equipment Operation/Maint.	0	670	(670)
Hobby Crafts	93	0	93
Office Supplies / Other	0	0	0
Purchased Services	18,720	5,400	13,320
Recoveries	(18,676)	(9,950)	(8,726)
Recreation & Entertainment	16,452	5,000	11,452
Special Events	10,806	0	10,806
Staff Education	0	0	0
Surplus Adjustment - Depreciation	(2,226)	(2,400)	174
<b><u>NURSING SERVICES</u></b>	<b><u>12,118,811</u></b>	<b><u>11,991,180</u></b>	<b><u>127,631</u></b>
Salaries - Admin	474,825	520,441	(45,616)
Benefits - Admin	130,993	137,923	(6,930)
Salaries - Direct	5,631,868	9,007,952	(3,376,084)
Benefits - Direct	1,555,941	1,876,223	(320,282)
Clinical Decision Support	0	0	0
Computer Operation & Maintenance	3,262	33,704	(30,442)
COVID	426,052	0	426,052
Depreciation	49,709	41,400	8,309
Equipment- Replacement	5,261	7,700	(2,439)
Equipment-Repairs & Maintenance	3,767	6,388	(2,621)
Fall Prevention	2,118	18,000	(15,882)
Fall Prevention - Provincial Subsidy	(2,118)	(18,000)	15,882
Furniture Replacements	0	0	0
High Intensity Needs	152,804	80,000	72,804
High Intensity Needs - Prov Subsidy	(145,164)	(76,000)	(69,164)
High Intensity Needs-Non Claims Based	22,877	43,362	(20,485)
Incontinent Supplies - (Funded at \$1.20 per diem)	126,260	112,500	13,760
IPAC Expenses	49,794	0	49,794
IPAC Lead	61,083	0	61,083
IPAC minor capital	22,549	0	22,549
Lab Fees	8,973	8,000	973
Lab Fees - Provincial Subsidy	(8,973)	(8,000)	(973)
Medical Director - Funded (0.30 / day)	19,710	19,710	0
Medical Supplies & Medication	98,839	92,143	6,696
Medication Safety Technology	0	0	0
Resident Health and Well Being	27,387	0	27,387
Memberships	275	0	275
Miscellaneous	11,459	1,600	9,859
Nurse Practitioner Expenses	150,076	152,056	(1,980)
Nurse Practitioner Prov Subsidy	(126,362)	(122,844)	(3,518)
Phys-On-Call - Funded Expenses (\$100 / bed)	19,199	19,044	155
Phys-On-Call - Prov Subsidy (\$100 / bed)	(19,199)	(19,044)	(155)
Phys-On-Call - Un-Funded Expenses	0	0	0
Purchased Services	3,067,694	2,400	3,065,294
Purchased Services - Accommodation	352,813	0	352,813
PSW return of Service	5,000	0	5,000
RAI / MDS - Expenses	67,371	95,922	(28,551)
RAI / MDS - Prov Subsidy	0	0	0
Recoveries - Other	(77,935)	0	(77,935)
Staff Education	310	0	310
Surplus Adjustment - Depreciation	(49,709)	(41,400)	(8,309)

**COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
<b><u>RAW FOOD</u></b>	<b><u>792,513</u></b>	<b><u>722,700</u></b>	<b><u>69,813</u></b>
Bread	24,783	17,000	7,783
Dairy	104,759	88,120	16,639
Groceries & Vegetables	458,760	442,990	15,770
Meat	191,255	175,990	15,265
Nutrition Supplements	22,220	26,150	(3,930)
Raw Food Recoveries	(9,264)	(27,550)	18,286
<b><u>FOOD SERVICES</u></b>	<b><u>1,664,894</u></b>	<b><u>1,645,751</u></b>	<b><u>19,143</u></b>
Salaries	1,365,842	1,309,909	55,933
Salary Allocations	(68,154)	(34,191)	(33,963)
Employee Benefits	337,482	327,919	9,563
Computers - Operation & Maintenance	2,099	3,000	(901)
COVID	936	0	936
Depreciation	16,611	15,360	1,251
Dietary Supplies	58,340	74,967	(16,627)
Equipment - Operation/Maint.	3,093	6,880	(3,787)
Equipment - Replacements	359	0	359
Other Expenses	949	1,350	(401)
Purchased Services	463	600	(137)
Recoveries	(41,952)	(47,316)	5,364
Replacement - Dishes/Cutlery	5,563	5,133	430
Surplus Adjustment - Depreciation	(16,611)	(15,360)	(1,251)
Vending – Net Proceeds	(126)	(2,500)	2,374
<b><u>HOUSEKEEPING SERVICES</u></b>	<b><u>959,788</u></b>	<b><u>977,754</u></b>	<b><u>(17,966)</u></b>
Salaries	734,894	745,563	(10,669)
Employee Benefits	164,288	163,260	1,028
COVID	0	0	0
Depreciation	1,055	2,220	(1,165)
Equipment - Operation/Maint.	589	2,500	(1,911)
Equipment - Replacements	2,242	2,100	142
Housekeeping Supplies	68,897	73,670	(4,773)
Recoveries	(11,123)	(9,339)	(1,784)
Surplus Adjustment - Depreciation	(1,055)	(2,220)	1,165
<b><u>LAUNDRY AND LINEN SERVICES</u></b>	<b><u>435,114</u></b>	<b><u>440,198</u></b>	<b><u>(5,084)</u></b>
Salaries	307,700	309,300	(1,600)
Employee Benefits	80,072	85,280	(5,208)
COVID	0	0	0
Depreciation	7,079	7,428	(349)
Equipment Operation/Maint.	6,899	13,800	(6,901)
Laundry Supplies	26,636	22,581	4,055
Recoveries	(3,589)	(3,623)	34
Replacements	17,395	12,860	4,535
Surplus Adjustment - Depreciation	(7,079)	(7,428)	349



**COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
<b><u>BUILDINGS AND PROPERTY MAINTENANCE</u></b>	<b><u>1,155,928</u></b>	<b><u>1,152,545</u></b>	<b><u>3,383</u></b>
Salaries	323,840	347,206	(23,366)
Employee Benefits	84,558	91,297	(6,739)
Computers - Operation & Maintenance	1,652	2,900	(1,248)
Depreciation	603,281	576,300	26,981
Capital Below Threshold	2,574	0	2,574
Comprehensive minor capital	35,909	0	35,909
COVID	0	0	0
Equipment - Operation/Maint.	(1,200)	0	(1,200)
Equipment - Replacements	20,217	32,600	(12,383)
Furniture - Replacements	41	20,064	(20,023)
Natural Gas	97,349	107,625	(10,276)
Hydro	202,008	189,625	12,383
Insurance	79,293	76,625	2,668
Cell/Pager	0	0	0
Purchased Services	224,969	186,450	38,519
Resident - Telephone System	30,797	32,000	(1,203)
Resident - Telephone System Recovery	(71,844)	(103,800)	31,956
Recoveries	(30,575)	(27,646)	(2,929)
IPAC Minor Capital	24,668	0	24,668
Repairs/Maint./Bldgs./Grounds	49,375	67,760	(18,385)
Surplus Adjustment - Depreciation	(603,281)	(576,300)	(26,981)
Travel	291	0	291
Water / Wastewater	82,005	129,839	(47,834)
<b><u>GENERAL AND ADMINISTRATIVE</u></b>	<b><u>1,355,155</u></b>	<b><u>1,146,479</u></b>	<b><u>208,676</u></b>
Salaries	517,048	468,565	48,483
Salary Allocations	(29,195)	(29,195)	0
Employee Benefits	153,233	143,473	9,760
Accreditation	6,988	6,000	988
Admin Charges	123,305	123,305	0
Advertising/Awards Dinner	6,597	5,000	1,597
Audit	7,632	10,350	(2,718)
Computer/Internet Expenses	81,427	75,504	5,923
Conventions	1,321	0	1,321
COVID	1,771	0	1,771
Depreciation	11,849	15,600	(3,751)
Equipment - Operation/Maint.	15,141	11,886	3,255
Equipment - Replacements	0	0	0
Gain / Loss from the Sale of an Asset	88,378	0	88,378
Health & Safety Program	0	0	0
HR Charges	107,451	107,451	0
Insurance	86,475	69,190	17,285
IT Charges	70,131	70,131	0
Legal & Labour Contract Costs	64,117	20,000	44,117
Memberships	18,393	17,885	508
Postage / Courier	3,107	5,374	(2,267)
Printing & Stationery	21,675	18,800	2,875
Purchased Services	44,486	42,715	1,771
Recoveries	(107,033)	(82,641)	(24,392)
Staff Training	34,322	24,036	10,286
Surplus Adjustment - Depreciation	(11,849)	(15,600)	3,751
Surplus Adjustment - Transfer to Reserves	0	0	0
Telephone	14,008	16,650	(2,642)
Travel	9,701	2,000	7,701
Uniform Allowance	14,675	20,000	(5,325)

COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023

			over / (under)
	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
BONNECHERE MANOR TOTALS	<u>19,387,064</u>	<u>19,090,434</u>	<u>296,630</u>

**COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
<b>RESIDENT DAYS</b>	<b>64,070</b>	<b>65,700</b>	<b>(1,630)</b>
<b>NON-SUBSIDIZABLE EXPENSE</b>	<b>0</b>	<b>49,024</b>	<b>(49,024)</b>
Temporary Loan and Interest- Solar Project	0	0	0
Surplus Adjustment - Transfer to Reserve	0	49,024	(49,024)
<b>SURPLUS ADJUSTMENT</b>	<b>699,963</b>	<b>626,500</b>	<b>73,463</b>
Surplus Adjustment - Capital Purchases	699,963	626,500	73,463
<b>TOTAL EXPENDITURE</b>	<b>20,087,027</b>	<b>19,765,958</b>	<b>321,069</b>

**COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
			over / (under)
<b>MUNICIPAL SUBSIDY</b>	<b>2,256,983</b>	<b>2,256,983</b>	<b>0</b>
City of Pembroke -30.63%	711,852	744,805	(32,953)
County of Renfrew - 69.37%	1,545,131	1,512,178	32,953
<b>RESIDENTS REVENUE</b>	<b>4,435,171</b>	<b>4,056,813</b>	<b>378,358</b>
Bad Debts	(17,935)	0	(17,935)
Basic Accommodation	3,807,542	3,570,000	237,542
Bed retention	0	0	0
Estate Recoveries - Municipal	0	0	0
Estate Recoveries - Provincial	0	0	0
Preferred Accommodation	518,083	486,813	31,270
Preferred Accommodation - HIN Claims	127,481	0	127,481
Preferred Accommodation - Prov COVID Reimbursement	0	0	0
Respite Care	0	0	0
<b>OTHER REVENUE</b>	<b>597,850</b>	<b>201,000</b>	<b>396,850</b>
Donations	0	0	0
Donations In Kind	0	0	0
Interest Income	496,384	75,000	421,384
Internal Transfer - From ML	0	0	0
Other Revenue - FIT	101,466	126,000	(24,534)
<b>GRANTS &amp; SUBSIDIES</b>	<b>15,560,877</b>	<b>12,553,390</b>	<b>3,007,487</b>
Federal - ICIP	189,553	0	189,553
Prov Revenue - 4hrs care per day - Allied Health Professional	342,810	284,920	57,890
Prov Revenue - 4hrs care per day - Nursing Staff Supplement	2,331,792	2,159,606	172,186
Prov Revenue - Clinical Decision Support	0	0	0
Prov Revenue - Operating - Global LOC Subsidy	492,249	496,988	(4,739)
Prov Revenue - Operating - HIN NPC	43,850	43,362	488
Prov Revenue - Operating - Nursing & Personal Care	8,234,294	6,702,786	1,531,508
Prov Revenue - Operating - Other Accomodation	32,513	120,008	(87,495)
Prov Revenue - Operating - Pay Equity	22,860	22,860	0
Prov Revenue - Operating - Program & Support Services	815,977	819,315	(3,338)
Prov Revenue - Operating - RAI/MDS	97,400	95,922	1,478
Prov Revenue - Operating - Raw Food	775,410	722,700	52,710
Prov Revenue - Operating - RN	106,008	106,000	8
Prov Revenue - Operating - Structural Compliance	24,639	24,639	0
Prov Revenue - Operating -Accreditation	24,146	23,652	494
Prov Revenue - Operating -RHWB	27,387	0	27,387
Prov Revenue - COVID - Incremental cost funding	917,800	0	917,800
Prov Revenue - COVID - PSW Return of Service	5,000	0	5,000
Prov Revenue - COVID - PSW Wage Enhancement	541,650	611,614	(69,964)
Prov Revenue - IPAC Lead	61,083	0	61,083
Prov Revenue - Equalization	190,524	190,530	(6)
Prov Revenue - IPAC	67,187	45,724	21,463
Prov Revenue - Medication Safety Training	87,784	0	87,784
Prov Revenue - PSW / Behavioural Support Subsidy	58,728	58,728	0
Prov Revenue -Comp Minor Capital	35,909	0	35,909
Prov Revenue - Support Professional Growth	34,322	24,036	10,286
<b>SURPLUS ADJUSTMENT</b>	<b>444,551</b>	<b>697,772</b>	<b>(253,221)</b>
Surplus Adjustment - TRF from Reserves	444,551	697,772	(253,221)
<b>GRAND TOTAL REVENUES</b>	<b>23,295,432</b>	<b>19,765,958</b>	<b>3,529,474</b>
<b>Municipal Surplus / (Deficit)</b>	<b>3,208,406</b>	<b>0</b>	<b>3,208,406</b>

**COUNTY OF RENFREW  
TREASURER'S REPORT - BONNECHERE MANOR  
DECEMBER 2023**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
less: Depreciation - BM	(691,809)	(660,708)	(31,101)
add: Transfer to Reserve	0	49,024	(49,024)
less: Transfer from Reserve	(444,551)	(697,772)	253,221
add: Capital Purchases	699,963	626,500	73,463
<b>Accounting Surplus / (Deficit)</b>	<b>2,772,008</b>	<b>(682,956)</b>	<b>3,454,964</b>

**COUNTY OF RENFREW  
TREASURER'S REPORT - MIRAMICHI LODGE  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>
			over / (under)
<b><u>CLIENT PROGRAMS &amp; SERVICES</u></b>	<b><u>842,794</u></b>	<b><u>874,247</u></b>	<b><u>(31,453)</u></b>
Salaries	579,861	600,083	(20,222)
Salary Allocations	62,443	62,443	0
Employee Benefits	138,070	140,723	(2,653)
Computer Operation and Maint	1,255	1,645	(390)
COVID	0	0	0
Depreciation	3,782	3,792	(10)
Equipment - Replacements	1,475	3,075	(1,600)
Equipment Operation/Maint.	605	2,460	(1,855)
Hobby Crafts	4,953	5,125	(172)
Purchased Services-Physio	52,771	53,693	(922)
Recoveries	(5,875)	0	(5,875)
Recreation & Entertainment	3,279	5,000	(1,721)
Revenue - Federal	0	0	0
Special Events	3,957	0	3,957
Surplus Adjustment - Depreciation	(3,782)	(3,792)	10
<b><u>NURSING SERVICES</u></b>	<b><u>11,113,431</u></b>	<b><u>11,299,762</u></b>	<b><u>(186,331)</u></b>
Salaries - Administration	453,313	450,186	3,127
Salaries - Direct	8,132,855	8,627,507	(494,652)
Salary Allocations	0	0	0
Employee Benefits - Administration	135,396	134,543	853
Employee Benefits - Direct	1,795,081	1,491,014	304,067
Computer Operation and Maint	9,097	22,264	(13,167)
COVID	18,178	0	18,178
Depreciation	57,227	41,000	16,227
Equipment - Repairs & Maintenance	31	3,940	(3,909)
Equipment - Replacements	0	7,000	(7,000)
Fall Prevention	16,596	16,600	(4)
Fall Prevention - Prov Subsidy	(16,596)	(16,600)	4
High Intensity Needs	62,909	30,000	32,909
High Intensity Needs - Non Claims Based	14,276	39,383	(25,107)
High Intensity Needs - Prov Subsidy	(59,764)	(28,500)	(31,264)
Incontinent Supplies - (Funded at \$1.20 per diem)	131,886	100,985	30,901
IPAC	54,625	117,657	(63,032)
IPAC LEAD	61,083	0	61,083
IPAC MINOR CAPITAL	0	0	0
Lab Fees	7,110	6,500	610
Lab Fees - Prov Subsidy	(7,110)	(6,500)	(610)
Medical Director - (0.30 / day)	18,177	18,177	0
Medical Nursing Supplies	119,156	105,154	14,002
Medication Safety Technology	19,418	0	19,418
Memberships	0	1,000	(1,000)
Nurse Practitioner BM Support	0	0	0
Nurse Practitioner Expenses	180,916	184,639	(3,723)
Nurse Practitioner Provincial Subsidy	(120,857)	(122,844)	1,988
Phys-On-Call - Funded Exp (\$100 / bed)	17,705	16,600	1,105
Phys-On-Call - Prov Subsidy (\$100 / bed)	(17,706)	(16,600)	(1,106)
Resident Health and Well Being	25,260	0	25,260
PSW Return of Service	10,000	0	10,000
RAI / MDS Expenses	120,931	117,657	3,274
RAI / MDS Prov Subsidy	0	0	0
Recoveries	(29,625)	0	(29,625)
Recoveries - Wages	(38,912)	0	(38,912)
Surplus Adjustment - Depreciation	(57,227)	(41,000)	(16,227)

**COUNTY OF RENFREW  
TREASURER'S REPORT - MIRAMICHI LODGE  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>over / (under) VARIANCE</u>
<b><u>RAW FOOD</u></b>	<b><u>719,783</u></b>	<b><u>666,490</u></b>	<b><u>53,293</u></b>
Dairy	82,705	80,000	2,705
Groceries and Vegetables	394,280	367,990	26,290
Meat	219,966	200,000	19,966
Nutrition Supplements	27,452	20,000	7,452
Recoveries	(4,619)	(1,500)	(3,119)
<b><u>FOOD SERVICES</u></b>	<b><u>1,483,999</u></b>	<b><u>1,487,194</u></b>	<b><u>(3,195)</u></b>
Salaries	1,230,784	1,218,791	11,993
Salary Allocations	(62,443)	(62,443)	(0)
Employee Benefits	257,195	260,000	(2,805)
Café M	1,257	0	1,257
Computer Operation and Maint	0	0	0
COVID	840	0	840
Depreciation	17,096	13,000	4,096
Dietary Supplies	19,204	22,545	(3,341)
Equipment - Operation and Replacement	11,225	10,960	265
Food Wrap & Disposable Items	10,961	11,432	(471)
Purchased Services - BM Staff Support	19,909	19,909	(0)
Recoveries	(6,881)	0	(6,881)
Replacement - Dishes/Cutlery	9,322	10,000	(678)
Surplus Adjustment - Depreciation	(17,096)	(13,000)	(4,096)
Vending - Net Proceeds	(7,373)	(4,000)	(3,373)
<b><u>HOUSEKEEPING SERVICES</u></b>	<b><u>1,036,549</u></b>	<b><u>897,064</u></b>	<b><u>139,485</u></b>
Salaries	798,529	709,842	88,687
Employee Benefits	159,543	124,222	35,321
COVID	0	0	0
Depreciation	3,587	3,000	587
Equipment - Operation/Maint.	191	1,750	(1,559)
Equipment - Replacements	763	5,000	(4,237)
Furniture - Replacements	0	0	0
Housekeeping Supplies	78,031	55,000	23,031
Other	0	1,250	(1,250)
Recoveries	(509)	0	(509)
Surplus Adjustment - Depreciation	(3,587)	(3,000)	(587)
<b><u>LAUNDRY AND LINEN SERVICES</u></b>	<b><u>313,563</u></b>	<b><u>289,102</u></b>	<b><u>24,461</u></b>
Salaries	233,234	208,962	24,272
Employee Benefits	48,589	36,360	12,229
COVID	0	0	0
Depreciation	7,991	1,500	6,491
Education	0	0	0
Equipment - Replacements	328	2,500	(2,172)
Equipment Operation/Maint.	1,577	2,500	(923)
Laundry Supplies	20,338	23,690	(3,352)
Recoveries	(3,239)	0	(3,239)
Replacements	12,735	15,090	(2,355)
Surplus Adjustment - Depreciation	(7,991)	(1,500)	(6,491)

**COUNTY OF RENFREW  
TREASURER'S REPORT - MIRAMICHI LODGE  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>over / (under) VARIANCE</u>
<b><u>BUILDINGS AND PROPERTY MAINTENANCE</u></b>	<b><u>1,202,367</u></b>	<b><u>1,184,736</u></b>	<b><u>17,631</u></b>
Salaries	275,533	266,836	8,697
Employee Benefits	56,880	74,032	(17,152)
Comprehensive minor capital	25,330	0	25,330
Computer Operation and Maint	3,205	6,562	(3,357)
COVID	5,739	0	5,739
Depreciation	755,192	795,000	(39,808)
Equipment - Operation/Maint.	702	0	702
Equipment - Replacements	83,505	60,000	23,505
Furniture - Replacements	10,728	40,380	(29,652)
Hydro	219,327	200,000	19,327
Insurance	97,917	83,273	14,644
IPAC minor capital	0	0	0
Natural Gas	80,545	75,000	5,545
Purchased Services	265,259	283,000	(17,741)
Recoveries	(15,436)	0	(15,436)
Repairs/Maint./Bldgs./Grounds	88,791	98,853	(10,062)
Replacements/Capital	0	0	0
Resident - Cable System	22,841	23,500	(659)
Resident - Cable/Phone Recoveries	(64,372)	(83,700)	19,328
Surplus Adjustment - Depreciation	(755,192)	(795,000)	39,808
Water / Wastewater	45,873	57,000	(11,127)
<b><u>GENERAL AND ADMINISTRATIVE</u></b>	<b><u>1,355,279</u></b>	<b><u>1,170,446</u></b>	<b><u>184,833</u></b>
Salaries	471,688	423,732	47,956
Salary Allocations	0	0	0
Employee Benefits	147,126	142,566	4,560
Accreditation	6,988	5,971	1,017
Admin Charges	123,128	123,128	0
Advertising/Awards	3,265	5,000	(1,735)
Audit	7,739	10,350	(2,611)
Computer Operation and Maint	69,088	70,400	(1,312)
Conventions	1,616	0	1,616
COVID	4,311	0	4,311
Depreciation	29,956	24,000	5,956
Equipment - Maintenance	7,870	10,392	(2,522)
Health & Safety Program	1,665	1,000	665
HR Charges	106,243	106,243	0
Insurance	80,171	71,046	9,125
Insurance Claim Costs	0	0	0
IT Charges	70,131	70,131	0
Legal & Labour Contract Costs	104,663	50,000	54,663
Loss (gain) of disposal of assets	10,397	0	10,397
Memberships / Subscriptions	17,203	16,770	433
Postage	5,890	6,500	(610)
Printing & Stationery	21,686	16,908	4,778
Purchased Services - From BM	58,390	54,641	3,749
Recoveries - Other	(89,937)	(75,996)	(13,941)
Recruiting	0	0	0
Staff Training	34,342	22,164	12,178
Minor Capital	51,769	0	51,769
Surplus Adjustment - Depreciation	(29,956)	(24,000)	(5,956)
Surplus Adjustment - Disposal of Assets	0	0	0
Telephone	16,222	15,000	1,222
Travel	6,232	8,000	(1,768)
Uniform Allowance	17,395	16,500	895
<b>MIRAMICHI LODGE TOTALS</b>	<b><u>18,067,765</u></b>	<b><u>17,869,041</u></b>	<b><u>198,724</u></b>



**COUNTY OF RENFREW  
TREASURER'S REPORT - MIRAMICHI LODGE  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>over / (under)</u> <u>VARIANCE</u>
RESIDENT DAYS	58,736	60,590	(1,182)
<b><u>NON-SUBSIDIZABLE EXPENSE</u></b>	<b><u>619,036</u></b>	<b><u>627,096</u></b>	<b><u>(8,060)</u></b>
Debenture Payment - Interest Only	50,460	58,234	(7,774)
Surplus Adjustment - Debenture Principal	568,575	568,862	(287)
Surplus Adjustment - Transfer to Reserves	0	0	0
Transfer to Bonnechere Manor	0	0	0
<b><u>SURPLUS ADJUSTMENT</u></b>	<b><u>537,200</u></b>	<b><u>703,600</u></b>	<b><u>(166,400)</u></b>
Surplus Adjustment - Capital Purchases	537,200	703,600	(166,400)
<b><u>GRAND TOTAL EXPENDITURE</u></b>	<b><u>19,224,001</u></b>	<b><u>19,199,737</u></b>	<b><u>24,264</u></b>

**COUNTY OF RENFREW  
TREASURER'S REPORT - MIRAMICHI LODGE  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>over / (under) VARIANCE</u>
<b><u>MUNICIPAL SUBSIDY</u></b>	<b><u>1,889,293</u></b>	<b><u>1,889,293</u></b>	<b><u>0</u></b>
City of Pembroke -30.63%	595,883	623,467	(27,584)
County of Renfrew - 69.37%	1,293,410	1,265,826	27,584
<b><u>RESIDENTS REVENUE</u></b>	<b><u>4,223,575</u></b>	<b><u>4,064,219</u></b>	<b><u>159,356</u></b>
Bad Debt (Expense) / Recovery	11,446	0	11,446
Basic Accommodation	3,405,365	3,269,000	136,365
Bed retention	0	0	0
Estate Recoveries - Municipal	0	0	0
Estate Recoveries - Provincial	0	0	0
Preferred Accommodation	745,093	791,219	(46,126)
Preferred Accommodation - HIN Claims	45,257	0	45,257
Preferred Accommodation - Prov COVID Reimbursement	0	0	0
Respite Care	16,413	4,000	12,413
<b><u>OTHER REVENUE</u></b>	<b><u>267,265</u></b>	<b><u>49,800</u></b>	<b><u>217,465</u></b>
Donations	0	0	0
Donations In Kind	0	0	0
Interest Income	267,265	49,800	217,465
<b><u>GRANTS &amp; SUBSIDIES</u></b>	<b><u>14,569,624</u></b>	<b><u>12,492,825</u></b>	<b><u>2,076,799</u></b>
Prov Revenue - 4hrs care - Nursing Staff Suppliment	2,150,430	1,991,636	158,794
Prov Revenue - 4hrs care - Staff Supp Allied Health	284,181	262,760	21,421
Prov Revenue - Clinical Decision Making	0	0	0
Prov Revenue - COVID - Incremental costs	384,700	0	384,700
Prov Revenue - COVID - Lost Rev Advance	13,951	0	13,951
Prov Revenue - COVID - PSW Wage Enhancement	619,522	521,429	98,093
Prov Revenue - RHWB	25,260	0	25,260
Prov Revenue - Debenture Subsidy	627,096	627,096	0
Prov Revenue - ICIP	60,239	0	60,239
Prov Revenue - Medication Safety	85,277	0	85,277
Prov Revenue - Operating Subsidy - Accreditation	22,266	21,816	450
Prov Revenue - Operating Subsidy - Equalization	174,492	174,492	0
Prov Revenue - Operating Subsidy - Global LOC	453,957	458,333	(4,376)
Prov Revenue - Operating Subsidy - HIN NPC	40,442	39,984	458
Prov Revenue - Operating Subsidy - Nursing & Personal Care	7,480,641	6,517,967	962,674
Prov Revenue - Operating Subsidy - Other Accomodation	231,754	129,837	101,917
Prov Revenue - Operating Subsidy - Pay Equity	22,560	22,560	0
Prov Revenue - Operating Subsidy - Program & Support Service	752,507	755,591	(3,084)
Prov Revenue - Operating Subsidy - PSW / Behavioural Suppor	44,040	44,040	0
Prov Revenue - Operating Subsidy - PSW return of service	10,000	0	10,000
Prov Revenue - Operating Subsidy - RAI/MDS	89,823	88,464	1,359
Prov Revenue - Operating Subsidy - Raw Food	715,098	666,480	48,618
Prov Revenue - Operating Subsidy - RN	106,008	106,008	0
Prov Revenue - Support Prof Growth	34,342	22,164	12,178
Prov Revenue - Comp Minor Capital	25,330	0	25,330
Prov Revenue - IPAC Lead	61,083	0	61,083
Provincial Revenue - IPAC	54,625	42,168	12,457
<b><u>SURPLUS ADJUSTMENT</u></b>	<b><u>402,046</u></b>	<b><u>703,600</u></b>	<b><u>(301,554)</u></b>
Surplus Adjustment - Trf from Reserves	402,046	703,600	(301,554)
<b>GRAND TOTAL REVENUES</b>	<b>21,351,803</b>	<b>19,199,737</b>	<b>2,152,066</b>
<b>Municipal Surplus / (Deficit)</b>	<b>2,127,802</b>	<b>0</b>	<b>2,127,802</b>
less: Depreciation	(874,830)	(881,292)	6,462
add: Transfer to Reserves	0	0	0
less: Transfer from Reserves	(402,046)	(703,600)	301,554
less: Disposal of Assets	0	0	0
add: Capital Purchases	537,200	703,600	(166,400)

**COUNTY OF RENFREW  
TREASURER'S REPORT - MIRAMICHI LODGE  
DECEMBER 2023**

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<b>over / (under)</b>
			<u>VARIANCE</u>
<b>add: Debenture Principal</b>	568,575	627,096	(58,521)
<b>ADJ Surplus / (Deficit)</b>	1,956,701	(254,196)	2,210,897

Strategic Pillar 1: Innovation in Quality Improvement	
Growing programs and services in a creative manner based on resident needs	
<p><b>Continuous Quality Improvement Program</b></p> <ul style="list-style-type: none"> <li>• Ensure all aspect of CQI program are compliant with the Fixing Long Term Care Act 2021</li> <li>• Strive for ongoing performance level improvement with base performance that exceeds provincial average</li> <li>• Completion of Annual provincial QIP (quality improvement plan) for approval of Health Committee and County Council</li> </ul>	<p><b>Lead :</b> Directors of Care</p>
<p><b>Butterfly Care Model of Care</b></p> <ul style="list-style-type: none"> <li>• Transform Bonnechere Manor Pinnacle North &amp; Miramichi Lodge 1 A Dementia Care Units to the Butterfly Approach</li> </ul> <p>Miramichi Lodge</p> <ul style="list-style-type: none"> <li>• Meet Meaningful Care Matters - Culture Transformation 12 Month deliverables</li> <li>• Achieve Butterfly Certification February 2024</li> </ul> <p>Bonnechere Manor</p> <ul style="list-style-type: none"> <li>• Continue with “Chrysalis” level staff training and promotion of emotion based care</li> <li>• Continue with environmental enhancements</li> <li>• Revisit butterfly training certification as staffing is augmented</li> </ul>	<p><b>Lead:</b> Administrators</p>
<p><b>Accreditation Canada</b></p> <ul style="list-style-type: none"> <li>• Complete Exemplary Status Rating Maintenance 2024</li> <li>• Prepare action plan / evidence submission document for submission February 2024</li> <li>• Participate in completion /submission of ongoing annual Qmentum program requirements</li> </ul>	<p><b>Lead:</b> Director of Long Term Care</p>

## Strategic Pillar 2: Safe and Healthy Workplace

Positive work-life balance promotes an environment conducive to high satisfaction, quality and productivity.

Attract and retain the best people:

- With recent growth of international PSW student intake, explore restoration of Bonnechere Manor and Miramichi Lodge onsite Algonquin College Personal Support Worker (PSW) “Living Classroom”
- Expand upon current recruitment efforts targeting international health care workers utilizing County of Renfrew Human Resources expertise
- Ensure that all provincial funding opportunities are leveraged as they materialize

**Lead:** Administrators

Gauge Staff Satisfaction Opportunities for Enhanced Engagement

- Repeat annual “Work Life Pulse” staff survey
- Action plan prioritized items from survey results
- Implement action plan
- Ensure annual completion of “Rounding” and Departmental “Stop Light Reports”

**Lead:** Administrators

Provide Diversity, Equity and Inclusion training

- Enhance education regarding First Nations, Inuit, Metis and Urban Indigenous Culture Safety Training

**Lead:** Director of Long-Term Care

<b>Strategic Pillar 3: Collaboration</b>	
Working with partners to ensure a wide spectrum of services and supports are available to residents, both current and future.	
<b>Strategic Plan 2025-2030</b> <ul style="list-style-type: none"> <li>• Prepare strategic planning exercise blueprint.</li> <li>• Engage internal and external stakeholder toward collaborative plan engagement</li> <li>• Vision / Mission statement review</li> <li>• Coordinate Operation Plan 2025</li> </ul>	<b>Lead:</b> Director of Long-Term Care
<b>Amplifi Project - Point Click Care Electronic Health Record Access</b> <ul style="list-style-type: none"> <li>• Through provincially funded initiative, enhance timley and complete clinical communications with local llinical care partners, Pembroke Regional Hospital &amp; Renfrew Victoria Hospital</li> <li>• Complete preliminary file setup and admin training</li> <li>• Complete user training for applicable registered staff</li> </ul>	<b>Lead:</b> Directors of Care
<b>Inter Home Policy and Procedure Alignment</b> <ul style="list-style-type: none"> <li>• Continued amalgamation of Bonnechere Manor and Miramichi Lodge policies and procedures through collaborative efforts of respective department heads.</li> <li>• Implement Surge Learning Policy Professional to facilitate access and maintenance.</li> </ul>	<b>Lead:</b> Director of Long-Term Care
<b>Miramichi Lodge Cafe M</b> <ul style="list-style-type: none"> <li>• Re-establish Cafe M operartions at Miramichi Lodge</li> <li>• Continue to recruit and train volunteers to operate Cafe M</li> <li>• Source products for Cafe M</li> </ul>	<b>Lead:</b> Food Services Supervisor/ Client Programs Supervisor

- c. Resident and Family Councils and Communication Boards
  - Staff Communication Board
  - Volunteer Communication Board

Updated: November 8, 2023

### Qmentum Long-Term Care™ Continuous Accreditation Cycle

**PHASE 4**

On-Site Assessment  
Accreditation Award

**PHASE 3**

Attestation  
Survey Instrument  
for Workforce



**PHASE 1**

Self-Assessment  
Survey Instrument  
for Governing Bodies

**PHASE 2**

Virtual Assessment

Quality Improvement  
Action Plan (QIAP)

**BONNECHERE MANOR 2023 RESIDENT SATISFACTION SURVEY**

15.5% Response Rate (28/180 completed surveys)

**NOTE:**

1. Respondents who were not satisfied or had a concern/question and provided their contact information, will be followed up with by the applicable manager;
2. Responses are listed with the average number.

<b>Participation</b>	<b>Result Average</b>
1. I have sufficient opportunities to be involved in decisions related to my care	8
2. I know who to approach when I have a concern or problem	8
3. I can express my opinion without fear of consequences	9
4. Business transactions and questions regarding my finances are dealt with efficiently and confidentially	9
<b>Communication</b>	
5. I am satisfied that questions or concerns are responded to and/or action taken to address them	8
6. Staff are friendly, courteous and helpful	9
7. The Home keeps me informed regarding changes in my health	9
8. The admission process was smooth	9
<b>Quality of Life</b>	
9. Staff treat me with respect and dignity	9
10. I am encouraged and assisted to maintain or improve my level of independence	9
11. Staff check on me to see if I am comfortable	9
12. I am encouraged/asked to participate in resident activities	9
13. I enjoy the activities that I am offered	8
14. I am satisfied with the physiotherapy services	8
15. I am able to express my spiritual and cultural preferences	9
16. Other: Please list any specific activities that are not currently offered that you would participate in?	
<b>SUGGESTION</b>	<b>RESPONSE</b>
Trips out to musical concerts	Client Programs Supervisor (CPS) shared this feedback with recreation staff for implementation on the next recreation calendars.
Baking	
More opportunities to exercise	



<p>Things have changed quickly for me here. I am now in a wheelchair and on medication to keep my pain and yelling under control I guess</p>	<p>The Restorative Care team regularly assess residents' mobility and make recommendations based on these assessments. This may result in the need for residents' to utilize assistive devices such as a wheel chair, walkers or canes. An external Occupational Therapist also comes to the Home on a regular basis to do assessments to support resident usage of equipment such as proper wheelchair seating assessments. Pain control for residents is a top priority for the care team. Residents at the Home have access to physicians, a nurse practitioner, registered staff, personal support workers and a restorative care team. All these individuals are trained to support residents with their care needs such as pain management. If residents feel their pain is not controlled they are encouraged to discuss with any member of the care team to immediately address their pain control.</p>
<p>physio - non existent activities - limited - repetitive, select few ALWAYS asked to go out. Others are NEVER asked or included.</p>	<p>Physiotherapy plans are designed individually based on resident needs. Exercise programs are listed on the monthly resident calendars and all residents are invited and encouraged to participate.</p>
<p><b>Personal Care</b></p>	
<p>17. Staff respect my privacy</p>	<p>9</p>
<p>18. My care is provided in a kind, friendly and gentle manner</p>	<p>9</p>
<p>19. I am given the help necessary for eating</p>	<p>9</p>
<p>20. I am given the help necessary for daily personal hygiene (i.e., washing face, hands, brushing teeth and hair)</p>	<p>9</p>
<p>21. I am given the help necessary for bathing</p>	<p>9</p>
<p>22. I am given the help necessary for dressing</p>	<p>9</p>
<p>23. I am given the help necessary for toileting</p>	<p>9</p>
<p>24. I am given the help necessary for transferring (i.e. from bed to chair)</p>	<p>9</p>
<p>25. Consideration is given to my care/routine preferences (i.e. time of rising, bath, etc.)</p>	<p>9</p>
<p><b>Health Care</b></p>	
<p>26. I receive my prescribed medications regularly and on time</p>	<p>9</p>
<p>27. I see the doctor/nurse practitioner when I request to</p>	<p>9</p>
<p>28. I have privacy when seeing the doctor and/or nurse</p>	<p>9</p>
<p><b>Living Environment</b></p>	
<p>29. The Manor provides a homelike environment</p>	<p>8</p>
<p>30. I am encouraged to personalize my room</p>	<p>9</p>
<p>31. The Manor provides a safe environment for me</p>	<p>9</p>

32. The outside grounds are easily accessible and enjoyable for me	8	
33. Personal laundry service meets my needs	9	
34. I am offered choices at meals and snacks	9	
35. Meals are appealing	8	
36. I am given enough time to eat my meal without feeling rushed	9	
37. The Manor is clean and well maintained	9	
38. Staff work as a team to support me	9	
39. Are you aware there are a Resident and a Family Council at the Home?	<u>67.86%</u> Yes	<u>32.14%</u> No
<b>Contracted Services</b>		
I am satisfied with the applicable services available:		
40. Dental Hygiene Services	8	
41. Foot Care Services	8	
42. Hair Care Services (limited services have been available)	8	
43. Pharmacy Services	9	
44. Sewing Services	8	
<b>Overall Satisfaction</b>		
45. I would recommend Bonnechere Manor to family/friends	8	
46. Is there anything we did not ask you in this survey that you would like to tell us about?		
<b>SUGGESTION</b>	<b>RESPONSE</b>	
Friendly atmosphere	Thank you and shared with staff	
Private needs to be improved. I am working with Residential Care	Privacy during care is paramount at the Home. Staff are trained to respect resident's need for privacy as outlined in the Residents' Bill of Rights - Every resident has the right to be afforded privacy in treatment and in caring for his or her personal needs. In relation to your private medical information, the Ontario health privacy law requires anyone that provides you with health services to protect your personal health information. If you have concerns related to your privacy please follow up with the Director of Care. If the Home is unable to resolve all of your concerns about how your personal health information has been handled, you may wish to contact the Information and Privacy Commissioner of Ontario.	
I'm not able to communicate now, as I was when I first came in due to hearing loss and sporadic use of hearing aides	Care needs and communication needs often change with time. Bonnechere Manor strives to meet these changes. In the Home we have used pictograms, IPADS or communication boards to help residents communicate. Occasionally some staff have used American Sign Language (ASL) or external partners may be contacted to collaborate on a resident's communication needs. Staff are to assist residents with hearing aids as needed.	

<p>Lack of good communication with staff &amp; residents</p>	<p>Communication is shared with residents through Resident Council, communication boards, staff, newsletters and overhead pages. Other forms of communication is via email to families and staff. Nursing managers also hold monthly unit meetings to discuss unit concerns and/or updates.</p>
<p>My husband has a lot of swelling on his leg, feet. They say they'll do this or that, never happens. Asked to see the Doctor, never happens. Everything else is great.</p>	<p>Resident and POA were provided contact information for the Resident Care Coordinator to address any concerns that do not get resolved by unit nurse or charge nurse. Overall, extremely happy with home, but would like roommate's fall mat assessed as the POA feels edges are turned up and are a tripping hazard. Staff changed the fall mat to a smaller mat.</p>
<p>The questionnaire leaves no room for comments after each section which may be helpful as questions 46 leaves limited space for further information to be added.  Communication: -emails are extended to ECGs but residents are not advised of what is going on - they should know - management not available on weekends or holidays by any method - phone, email, etc. Quality of Life - outings appear to be limited to the same people. When asking the recreation staff it is met with a blank response. Residents not participating are then offered no activities in the home while the select few are at a movie, hockey game, parade, etc. -ice cream every Tuesday - even in the winter and is usually served within an hour of lunches digesting - eating ice cream is a treat not an activity - physio - never heard from them although a follow-up call was supposed to be provided Personal Care -bath times stop during outbreak when your loved one is not affected by the outbreak (not symptomatic) - not nice! Actually - quite disgusting Health Care -needles administered in the dining room - not acceptable - noisy, residents for the most part don't hear well - this should be done in their rooms where alcohol wipes and notification can be given on what is being administered. -PSWs are wonderful - we hope they are recognized for their efforts. They are pleasant while working understaffed with many demands. The support from senior staff does not appear to be present. Living Environment - we had asked about the small lip at the front entrance - if you are a resident trying to get yourself through</p>	<p>The Ministry has promised a standardized survey across Ontario. Communication is provided to residents in collaborative manner via Resident Council, staff, communication boards and overhead announcements. There is always a manager available who is on call for the home 24hrs/day 365 days a year. There is also a designate within the building 24hrs/day should anyone need support. Outings are facilitated with a limited budget and we do try to rotate residents attending. Many factors play into who is able to attend as the bus only has so many spots for residents in wheelchairs. With last minute cancellations of residents on the day of the outing we do have a group of "stand by" residents who might attend so the bus does not leave half empty. Staff limitations mean that occasionally there is no staff available to run a program while the outing group is off site. We recently held unit specific outings to ensure more residents have access to outings. The lip at the front entrance will be assessed and repaired as soon as we have warmer weather. Many residents love Pinky's ice cream and it is a social program with staff interacting with many residents who may not participate in structured group activities. Our new Physiotherapist (PT) started in January and access to PT services will be enhanced moving forward. Baths are not stopped during outbreaks, but there are certain infection control guidelines that must be followed if a resident has a communicable disease. Residents whom are ill are bathed or showered last and the tubs and showers cleaned properly between use. Residents may be asked to don a mask from their room to tub room when on isolation. When residents are acutely ill and fatigued, staff may offer a bed bath if they feel clinically this would better support a residents medical needs. External service providers such as hairdresser and foot care nurses are not permitted in the Home in the outbreak areas to reduce the spread between home areas. If the outbreak is</p>

<p>this door with a manual wheelchair, the lift in the pavement is hard to navigate - the door has closed on feet - it is still not fixed and should be level for easier access -washroom doors - barely wide enough to get a wheelchair through Contract Services - no hair cut availability 2-3 weeks prior to Christmas. Should this not be looked at well before a season when residents will want additional grooming?</p>	<p>deemed throughout the Home, the services are held until the Home is cleared, this is in line with Public Health Ontario and the Ministry of Long Term Care Outbreak Management Guidelines.</p>
<p>I reside on the following Resident Home Area:  HM1S: 32% HM1N: 16% HM2S: 20% HM2N: 20 % Pinnacle: 12%</p>	

**Thank you to**

- all the residents/substitute decision-makers who participated in this survey and therefore provided us with valuable feedback;
- those who assisted residents with completing the survey;
- and to the front-line staff and management team for their part in ensuring the best care possible is provided.

**That said, we know there is always room for improvement and we are committed to continuing to enhance the quality of resident care, programs, and services.**

Mike Blackmore  
Director of Long-Term Care, Bonnechere Manor and Miramichi Lodge  
mblackmore@countyofrenfrew.on.ca

- c. Resident/Family, Staff and Volunteer Communication Boards  
Resident and Family Councils  
Managers

**MIRAMICHI LODGE 2023 RESIDENT SATISFACTION SURVEY**

36.7% Response Rate (61/166 completed surveys)

**NOTE:**

1. Respondents who were not satisfied or had a concern/question and provided their contact information, will be followed up with by the applicable manager;
2. Responses are listed with the average number.

<b>Participation</b>	<b>Result Average</b>
1. I have sufficient opportunities to be involved in decisions related to my care	9
2. I know who to approach when I have a concern or problem	9
3. I can express my opinion without fear of consequences	9
4. Business transactions and questions regarding my finances are dealt with efficiently and confidentially	9
<b>Communication</b>	
5. I am satisfied that questions or concerns are responded to and/or action taken to address them	8
6. Staff are friendly, courteous and helpful	9
7. The Home keeps me informed regarding changes in my health	9
8. The admission process was smooth	9
<b>Quality of Life</b>	
9. Staff treat me with respect and dignity	9
10. I am encouraged and assisted to maintain or improve my level of independence	9
11. Staff check on me to see if I am comfortable	9
12. I am encouraged/asked to participate in resident activities	9
13. I enjoy the activities that I am offered	9
14. I am satisfied with the physiotherapy services	8
15. I am able to express my spiritual and cultural preferences	8
16. Other: Please list any specific activities that are not currently offered that you would participate in?	
<b>SUGGESTION</b>	<b>RESPONSE</b>
Play the steal game more often. Pick a box for a prize.	Client Programs Supervisor (CPS) shared this feedback with recreation staff for implementation on the next recreation calendars.
Card games - Euchre, Crib, Rummy 500, crazy 8's, go fish, Phase 12, board games-Checkers, Pool table	
The parachute game with the balloon activity is good and enjoyable	
Gardening Cooking Baking	
Chair exercises, drum fit, bean bag/washer toss, funnel ball, shuffle board bowling.	A drum fit program will be implemented next month and other suggestions have been shared with the recreation staff for implementation.

<b>Participation</b>	<b>Result Average</b>
More activities for those in wheelchairs so they aren't just sitting in front doing nothing. Change the activity leader from floor to floor every month, so we get new things to do.	Purchasing more sensory and fidget items for each floor to enhance engagement for residents in wheelchairs with later stage physical and cognitive decline. Provided information to the staff on how the staff selection their work rotations.
Keeping in mind that Mom is having difficulty with moving, seeing and hearing she would like more time out of her room BUT she fears that someone will take her things when she is away from her room. Trying to balance that fear with her loneliness is difficult. Could volunteers go in to visit and talk with people?	CPS continues to recruit more volunteers in hopes of enhancing 1:1 volunteer visits. Residents are also assessed through CPS running the "Resident at Risk Report" monthly to ensure all recreation staff are providing 1:1 engagement for residents who attend 10 or less programs per month to reduce the risk of isolation.
<b>Personal Care</b>	<b>Result Average</b>
17. Staff respect my privacy	9
18. My care is provided in a kind, friendly and gentle manner	9
19. I am given the help necessary for eating	9
20. I am given the help necessary for daily personal hygiene (i.e., washing face, hands, brushing teeth and hair)	9
21. I am given the help necessary for bathing	9
22. I am given the help necessary for dressing	9
23. I am given the help necessary for toileting	9
24. I am given the help necessary for transferring (i.e., from bed to chair)	9
25. Consideration is given to my care/routine preferences (i.e., time of rising, bath, etc.)	9
<b>Health Care</b>	
26. I receive my prescribed medications regularly and on time	9
27. I see the doctor/nurse practitioner when I request to	9
28. I have privacy when seeing the doctor and/or nurse	9
<b>Living Environment</b>	
29. The Lodge provides a homelike environment	9
30. I am encouraged to personalize my room	9
31. The Lodge provides a safe environment for me	9
32. The outside grounds are easily accessible and enjoyable for me	9
33. Personal laundry service meets my needs	9
34. I am offered choices at meals and snacks	9
35. Meals are appealing	7
36. I am given enough time to eat my meal without feeling rushed	9

<b>Participation</b>	<b>Result Average</b>	
37. The Lodge is clean and well maintained	9	
38. Staff work as a team to support me	9	
39. Are you aware there are a Resident and a Family Council at the Home?	80.36% Yes	19.64% No

<b>Contracted Services</b>	
I am satisfied with the applicable services available:	
40. Dental Hygiene Services	8
41. Foot Care Services	9
42. Hair Care Services	9
43. Pharmacy Services	9
44. Sewing Services	9

<b>Overall Satisfaction</b>	
45. I would recommend Miramichi Lodge to family/friends	9
46. Is there anything we did not ask you in this survey that you would like to tell us about?	
<b>SUGGESTION</b>	<b>RESPONSE</b>
It is too loud at meal times. People helping are talking very loud, telling jokes and laughing very loudly and carrying on. This has been going on a long time. Please sit in and listen to what I am talking about.	Nursing has conducted audits to ensure service to the resident is the priority during mealtime.
The food is not good. Too much frozen food. Not good for people with high blood pressure or diabetes.	Most of the meals are made in house, limited number of frozen meals on the menu and are usually high labor cost foods i.e., lasagna. Modified diabetic diet is provided and followed for those on this meal plan, some diabetics within the home choose to not follow the meal plan.
Survey could be done every 6 month - things change	Suggestions may also be brought forward to management, through Resident Council and/ or Family Council and as well during Care Conferences and as well there is a suggestion box available in the lobby.
I would rather the chair transfer used in the bath, than the thing they are using now.	Nursing has resolved this to the satisfaction of the resident for the safety of both the resident and staff.
I'm missing two pair of PJ's and a pair of capries for 2 -5 month	Staff have located 2 of the 3 missing items and laundry staff continue to search for the remaining missing item.
There should be more training for the staff about sleep apnea and the use of CPAP machines	Nursing has follow up with the resident and has booked education with Medigas for nursing staff.



<b>Overall Satisfaction</b>	
Change from 3A - 3B every second month to be first at meals.	<p>Food Services Supervisor (FSS) has follow up with the resident and mentioned the following:</p> <ul style="list-style-type: none"> <li>-confusing for most residents to try to remember what time to go for meals if they kept changing.</li> <li>-would require 2 sets of staff routines / break times for staff in home areas and would have to flip back and forth; which carts to load and deliver first; confusing for staff.</li> <li>-1<sup>st</sup> meal time has usually been set up around level of care of residents and which home area is able to be in dining room sooner. When there is a request for a flip of meal times on a floor it is reviewed by both Home areas / nursing staff to see if it possible / beneficial for both Home areas.</li> </ul> <p>Resident understood and commented that she does not feel the same way at present as she did when she completed the audit.</p>
Excellent staff more hamburgers, more fast food sliders highly recommend Miramichi Lodge	FSS met with the resident and is very satisfied with meals and commented that everyone is so nice here! Resident does not have any concerns at this time. Noted and shared with staff.
Mom is getting older and less happy not likely attributed to the home itself but more to adjusting to the paranoia, dementia, lack of mobility etc. Unfortunately, at a time when it is harder to find staff she is becoming more needy and feels that she is stuck in her room and brought out only to feed. It is a difficult time for all of us and for her ... we do thank you for what you do and are appreciative of the efforts you make with all the residents.	CPS provides "Resident at Risk Report" to recreation staff twice per month highlighting all residents with 10 contacts or less to promote the increase of 1:1 visits, self-directed activities, and encouragement/invitations to programs. This report ensures all recreation staff are focused on these residents to reduce the risk of isolation.
Menu should be more variable	Menu follows the current Fixing Long-Term Care Act and Dietary Reference Intakes for adequate nutrient consumption; menu planning is a group effort by the Resident Council, Food Service Staff, Food Service Supervisor (FSS), Assistant FSS and Registered Dietitian (RD). Menu is approved by the Resident's Council and the RD. At least two choices of all food groups are offered at each meal. There is a 4-week Spring and Summer Menu and Fall and Winter Menu.
Quality of food is terrible. Always cold	New food items are included with each change in menu; concerns voiced throughout the year regarding quality is addressed by the FSS/RD; staff are reminded to plate and serve food immediately, do not allow the food to sit on the counter before serving. Glass plates warmed in the plate warmer are available for those who wish their food hotter



<b>Overall Satisfaction</b>	
	as opposed to served on the colorful dishes. This information is listed on the diet list for staff to follow.
Lodge needs a coffee shop for residents and visitors.	Coffee shop re-opened in December 2023. Hours at present are Monday to Friday from 10 a.m. – 2 p.m.
I would appreciate it if the staff discouraged other residents from entering my room especially when I am not in it.	There are different techniques that are available including keeping the resident bedroom door closed with signage and/or the yellow banners across the doors.
My mom moved to Miramichi Lodge in April and they have provided my mom with excellent care. All nurses administration, PSWs, hospitality staff I have encountered are friendly and welcoming. Some have went out of their way, above and beyond to accommodate my mom. The staff are trained to deal with mom’s dementia condition. They have kept me updated at all times. I trust them. I highly recommend Miramichi Lodge	Thank you and passed onto staff.
I have absolutely nothing negative to say about Miramichi Lodge. Keep up the good work!!!	Thank you and passed onto staff
1A: 6.78 % 1B: 11.86% 2A: 20.34 % 2B: 27.12% 3A: 8.47 % 3B: 25.43%	

**Thank you to**

- **all the residents/substitute decision-makers who participated in this survey and therefore provided us will valuable feedback;**
- **those who assisted residents with completing the survey;**
- **and to the front-line staff and management team for their part in ensuring the best care possible is provided.**


**That said, we know there is always room for improvement and we are committed to continuing to enhance the quality of resident care, programs, and services.**

Mike Blackmore

Director of Long-Term Care, Bonnechere Manor and Miramichi Lodge

mblackmore@countyofrenfrew.on.ca

- c. Resident/Family, Staff and Volunteer Communication Boards  
Resident and Family Councils  
Managers**

	<p style="text-align: center;"><b>Business Case – Staffing Report</b></p> <p style="text-align: right;">Date: March 25, 2024 Department: LTC - Bonnechere Manor Prepared by: Mike Blackmore, DLTC</p>
<p><b>Proposal</b></p>	<p>To change the job classification of a full time unionized position (currently vacant) from Unit Clerk to Staffing Clerk at Bonnechere Manor to meet operational needs.</p>
<p><b>Position</b></p> <p><input checked="" type="checkbox"/> <b>Union</b></p> <p><input type="checkbox"/> <b>Non-Union</b></p>	<p>Rates of pay will reflect the job classification (increase) however; total overall hours for the clerical staff complement remain unchanged (embedding a seven days per week service level).</p>
<p><b>Summary</b></p> <ul style="list-style-type: none"> <li>● <b>Background</b></li> <li>● <b>Discussion</b></li> </ul>	<p>The clerical staff (Receptionist, Unit Clerks, Staffing Clerk) all provide essential operational services at the Home to residents and the resident’s home areas, including staffing support for shifts called-in -- unplanned staff’s illness/ emergency leaves (nursing and other staff).</p> <p>The Home has a plan(s) to fill current nursing vacancies. It also has plans to increase direct hours of care. Staffing and scheduling services are critical to increasing direct hours of care.</p> <p>Prior to COVID, staffing support was provided Monday to Friday 8:00 to 16:00 leaving mornings, evenings and weekends to be managed by the RN in Charge. Near the beginning of COVID and subsequently due to staffing shortages, clerical staff support changed to seven days per week (by alternating weekend coverage).</p> <p>Hours of coverage became 6:00 to 16:00 Monday to Friday and 6:00 to 14:00 on weekends. This coverage elevates the pressure on the Charge Nurse (staffing duties) and allows the RN to focus on residents.</p> <p>Currently, the clerical staff complement consists of three (3) full-time positions (Receptionist, Unit Clerk, and Staffing Clerk) and two (2) part-time Unit Clerk positions. By converting one full time position from Unit Clerk to Staffing Clerk the complement of three (3) full-time positions will remain and two (2) part time Unit Clerk positions. Hours of coverage will remain as 6:00 to 16:00 Monday to Friday and 6:00 to 14:00 on weekends.</p> <p>Reliance on a single Staffing Clerk position compromises operational integrity where staffing is concerned. Risks encountered include unplanned illness/ emergency leaves for the incumbent. As unit clerk job duties and training cover only call-ins versus full scheduling duties, the absence of the Staffing Clerk has a significant impact on operations.</p> <p>Currently the Receptionist allocates approximately forty percent (40%) of bi-weekly hours performing staffing duties. In the proposed model, these duties are replaced by clerical duties currently performed by Unit Clerks (considered reception/clerical duties such as booking resident transportation and appointments). In the proposed model, all Receptionist and Unit Clerk services are maintained at current service standards. Staffing Clerk services are enhanced, operational risks are reduced and additional support as required is available during peak times and situational events such as outbreaks.</p> <p>The financial request to support the proposed plan is \$16,700 per year.</p>



## Business Case – Staffing Report

Date: March 25, 2024  
 Department: LTC - Bonnechere Manor  
 Prepared by: Mike Blackmore, DLTC

**Recommendation**

THAT the Health Committee recommend to County Council that the vacant full time Unit Clerk position at Bonnechere Manor be designated as a Staffing Clerk position, effective May 1, 2024, AND FURTHER THAT the Finance and Administration Committee be so advised.

**Financial Considerations**

**Expense:**  
 Below is a summary of hours and cost Budget and Proposed:

Hours Worked	Budget		Proposed	
	Hours	\$	Hours	FTE
Receptionist	1,967	\$63,081	2,204	\$73,109
Staffing Clerk	2,170	\$87,769	3,640	\$143,157
Unit Clerk	3,969	\$152,539	2,262	\$103,891
<b>TOTAL</b>	<b>8,106</b>	<b>\$303,389</b>	<b>8,106</b>	<b>\$320,158</b>

FINANCIAL REQUEST      \$16,700\*

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW AUTHORIZING THE WARDEN AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF RENFREW AND ONTARIO HEALTH FOR THE 2023-24 ONE-TIME INCREASE TO LONG-TERM CARE HOME FUNDING REGARDING ONTARIO FIRE CODE, DEFERRED MAINTENANCE PROJECTS AND PROCEEDING WITH (RE)DEVELOPMENT PROJECTS AGREEMENT.**

---

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 amended agreement with Ontario Health for the 2023-24 One-Time Increase to Long-Term Care Home Funding regarding the Ontario Fire Code, deferred maintenance projects and proceeding with (re)development projects Agreement;

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 Ontario Health for the 2023-24 One-Time Increase to Long-Term Care Home Funding regarding the Ontario Fire Code, deferred maintenance projects and proceeding with (re)development projects Agreement.
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 first time this 24<sup>th</sup> day of April, 2024.

READ a second time this 24<sup>th</sup> day of April, 2024.

READ a third time and finally passed this 24<sup>th</sup> day of April, 2024.

---

PETER EMON, WARDEN

---

GWEN DOMBROSKI, CLERK

## Memo

Date: March 28, 2024

---

**To:** Ontario Health East Region Long-Term Care Homes

**From:** Eric Partington, Vice President, Performance, Accountability and Funding Allocation, Ontario Health East

**Re:** **2023-24 One-Time Increase to Long-Term Care Home Funding**

---

On March 25, 2024, Ontario Health received notification from the Ministry of Long-Term Care (MLTC) confirming a one-time payment for each licensed or approved bed as of March 1, 2024, excluding beds in abeyance, Elderly Capital Assistance Program (ELDCAP) beds and homes that have executed closure plans and ceased admissions.

This investment translates to a one-time \$2,543 per bed payment and is intended to provide financial support for long-term care (LTC) homes to help relieve financial pressures and address key priorities. For Homes that are not yet compliant in meeting the Ontario Fire Code requirements by January 1, 2025, meeting these requirements (e.g., installation of sprinklers in LTC facilities, etc.) should be the priority use of these funds. Other uses of funds can include addressing deferred maintenance and proceeding with (re)development projects.

Details of the funding and the terms and conditions of the funding provided are set out in the attached Appendix A.

In accordance with Section 22 of the *Connecting Care Act, 2019*, Ontario Health hereby gives notice that it is amending the Long-Term Care Home Service Accountability Agreement (LSAA) between the Licensee and Ontario Health with the effect of the date of this memo. To the extent that there are any conflicts between what is in the LSAA and what is added to the LSAA by this memo, the terms and conditions in this memo will govern. All other terms and conditions in the LSAA will remain the same.

If you have any questions, please contact your Ontario Health East Performance, Accountability and Funding Allocation lead/consultant.

Sincerely,



Eric Partington  
Vice President, Performance, Accountability and Funding Allocation  
Ontario Health East

c: Wilfred Cheung, Interim Chief Regional Officer, Toronto and East

## APPENDIX A

### TERMS AND CONDITIONS OF ONE-TIME FUNDING

#### Purpose of Funding

This one-time funding is intended to provide financial support for long-term care homes to help relieve financial pressures and address key priorities. For Homes that are not yet compliant in meeting the Ontario Fire Code requirements by January 1, 2025, meeting these requirements (e.g., installation of sprinklers in LTC facilities, etc.) should be the priority use of these funds. Other uses of funds can include addressing deferred maintenance and proceeding with (re)development projects.

#### Eligibility Criteria

- Eligible long-term care Licensees are those licensees who have a Long-Term Care Home Service Accountability Agreement with Ontario Health.
- One-time funding of \$2,543 will be provided for each licensed or approved bed, excluding beds in abeyance, ELDCAP beds and homes that have executed closure plans and ceased admissions.

#### Eligible Expenditures

- Funding in this package may be applied against eligible expenditures in the Other Accommodation Level of Care funding envelope or against eligible expenditures in other Level of Care funding envelopes in accordance with the *Guidelines for Eligible Expenditures for Long-Term Care Homes*, with the exception of the Ineligible Expenditures noted below.
- Unused funding may be retained by the licensee provided the Licensee does not use this funding for any of the Ineligible Expenditures/ Uses of Retained Funds set out below.

#### Ineligible Expenditures / Uses of Retained Funds

- Bonuses for any LTC home staff or directors, officers, partners or employees of the Licensee
- Expenses that can be reasonably expected to create an ongoing funding pressure
- Retention or use of funds for licensee shareholder or owner payments or dividends

#### Reporting and Reconciliation Requirements

- Licensees are expected to report separately in the 2023/2024 Long-Term Care Home Annual Reports and subsequent Long-Term Care Home Annual Reports on the expenditures funded from this initiative.
- Additional reporting on expenditures of the one-time funding is expected on a quarterly basis in a manner as prescribed by the Ministry. This will include:
  - an update on long-term care home attestations and the usage of one-time funding, including: allocation of funds to date, analysis and reporting on long-term care home operators' expenditures, and a breakdown of spending per home on sprinklers, deferred maintenance, bed development/redevelopment and staffing.
- Licensees are required to maintain detailed financial records (e.g., invoices, ledgers, payroll information, contracts, budgets) for all expenses incurred under this program.
- Licensees may be subject to a financial review and/or audit. It is important that Licensees retain sufficient and appropriate supporting documentation to substantiate eligibility for all expenditures.
- Any funds spent on ineligible expenses or ineligible uses of retained funds will be recoverable by the Ministry of Long-Term Care.

**Other Terms**

- Funding will not be subject to occupancy requirements.
- Funding will otherwise be subject to all other policies applicable to the Other Accommodation Level of Care funding envelope.

**Attestation**

- Each long-term care home Licensee must sign and submit the **Attestation Form – Appendix A3** confirming they have understood and will abide by the funding terms and conditions.
- Please submit the Attestation Form no later than **April 12, 2024** via email to [OH-East\\_Submissions@ontariohealth.ca](mailto:OH-East_Submissions@ontariohealth.ca)



**Appendix A3 - Attestation**

Warden Peter Emon and Clerk Gwen Dombroski are the authorized representatives of the County of Renfrew Long-Term Care Homes, Bonnechere Manor and Miramichi Lodge, hereby attest and confirm the following in relation to the 2023-24 one-time funding:

1. I have reviewed the **Ontario Health East Memo titled, 2023-24 One-Time Increase to Long-Term Care Home Funding**, understand the purpose of the funding being provided, and agree to follow the terms, conditions, and applicable program policies.
2. I understand that the funding provided must be prioritized to support any outstanding compliance risks such as attaining compliance with the applicable Fire Code regarding sprinklers.
3. I understand and acknowledge that the use of these funds for any form of bonuses for any LTC home staff or directors, officers, partners, or employees of the Licensee, or licensee shareholder/ owner payments or dividends in the current or future years is strictly prohibited.
4. I further attest that diverting funds for bonuses for any LTC home staff or directors, officers, partners, or employees of the Licensee or licensee shareholder payments or dividends would constitute a breach of this attestation and would result in the forfeiture and reimbursement of the funds.
5. I am aware that audits or reviews may be conducted to verify compliance with this attestation, and I agree to cooperate fully in such processes, providing any necessary documentation or information as required.
6. By signing below, I affirm the statements in this attestation.

Signature: \_\_\_\_\_  
Peter Emon

Signature: \_\_\_\_\_  
Gwen Dombroski

Title: Warden, County of Renfrew

Title: Clerk, County of Renfrew

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO EXECUTE A CONTRACT FOR THE  
HOT WATER BOILERS REPLACEMENT AT THE BONNECHERE MANOR LONG-TERM CARE HOME**

---

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

AND WHEREAS the County of Renfrew deems it desirable to engage in an agreement with Saffco Electrical, Heating, and Plumbing, Pembroke, Ontario for the installation of four replacement hot water boilers at Bonnechere Manor 470 Albert Street, Renfrew, ON K7V 4L5;

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

1. That the Council of the Corporation of the County of Renfrew approve of the award for the Request for Proposal BM-2024-02 Domestic Hot Water Boiler Replacement to Saffco Electrical, Heating, and Plumbing, Pembroke, ON, in the amount of \$166,000 inclusive of HST.
2. That the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said Contract.
3. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 24th day of April, 2024.

READ a second time this 24th day of April, 2024.

READ a third time and finally passed this 24th day of April, 2024.

---

PETER EMON, WARDEN

---

GWEN DOMBROSKI, CLERK

CCDC 2

Stipulated Price Contract

2020

**BM RFP-2024-02 Hot Water Boiler Replacement Project**

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

# CCDC 2 STIPULATED PRICE CONTRACT

## TABLE OF CONTENTS

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

### DEFINITIONS

- Change Directive
- Change Order
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Contractor
- Drawings
- Notice in Writing
- Owner
- Other Contractor
- Payment Legislation
- Place of the Work
- Product
- Project
- Ready-for-Takeover
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

### GENERAL CONDITIONS

#### PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

#### PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

#### PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by the Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Construction Schedule
- GC 3.5 Supervision
- GC 3.6 Subcontractors and Suppliers
- GC 3.7 Labour and Products
- GC 3.8 Shop Drawings

#### PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

#### PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Payment
- GC 5.3 Payment
- GC 5.4 Substantial Performance of the Work and Payment of Holdback
- GC 5.5 Final Payment
- GC 5.6 Deferred Work
- GC 5.7 Non-conforming Work

#### PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

#### PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

#### PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Adjudication
- GC 8.3 Negotiation, Mediation and Arbitration
- GC 8.4 Retention of Rights

#### PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

#### PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

#### PART 11 INSURANCE

- GC 11.1 Insurance

#### PART 12 OWNER TAKEOVER

- GC 12.1 Ready-for-Takeover
- GC 12.2 Early Occupancy by the Owner
- GC 12.3 Warranty

#### PART 13 INDEMNIFICATION AND WAIVER

- GC 13.1 Indemnification
- GC 13.2 Waiver of Claims

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2020

Must not be copied in whole or in part without the written permission of the CCDC.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

For use when a stipulated price is the basis of payment.

This Agreement made on 24th day of April in the year 2024  
by and between the parties

County of Renfrew, Bonnechere Manor

hereinafter called the "Owner"

and

Saffco Electrical Heating Plumbing

955 MacKay Street, Pembroke, ON

The Owner and :

**ARTICLE A-1 THE WORK**

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for (insert below the description or title of the Work)  
Upgrades to the building Hot Water Boiler system as per Request for Proposal (RFP).

located at (insert below the Place of the Work)

470 Albert St Renfrew ON

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 1st day of May in the year 2024 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover, by the 30th day of June in the year 2024 .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

### ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions
- \*

As contained within BM RFP-2024-02 Hot Water Boiler Replacement project.

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)

CCDC 2 – 2020

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

2

**ARTICLE A-4 CONTRACT PRICE**

4.1 The *Contract Price*, which includes *Value Added Taxes*, is:

One hundred and sixty-six thousand

/100 dollars \$ \$166,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

/100 dollars \$ included

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

/100 dollars \$ \$166,000.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

**ARTICLE A-5 PAYMENT**

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
  - (1) 2% per annum above the prime rate for the first 60 days.
  - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by (Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the *General Conditions – DISPUTE RESOLUTION* or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

CCDC 2 – 2020

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

3

**Owner**

County of Renfrew, Bonnechere Manor

*name of Owner\**

Bonnechere Manor Long-Term Care Home

*address*

470 Albert St  
Renfrew, ON

**Contractor**

Saffco Electrical Heating Plumbing

*name of Contractor\**

Saffco Electrical Heating Plumbing

*address*

955 MacKay Street  
Pembroke, ON

**Consultant**

*name of Consultant\**

*address*

*email address*

*\* If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.  
*# Complete this statement by striking out inapplicable term.*

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

**ARTICLE A-8 SUCCESSION**

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

WITNESS

OWNER

County of Renfrew, Bonnechere Manor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Emon  
Warden

\_\_\_\_\_  
Gwen Dombroski  
Clerk

WITNESS

CONTRACTOR

Saffco Electrical Heating Plumbing

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*name of Contractor*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*name and title of person signing*

- N.B. *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) *proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
  - (b) *the affixing of a corporate seal, this Agreement should be properly sealed.*



## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

### Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

### Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

### Construction Equipment

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

### Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

### Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

### Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

### Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

### Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

### Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

### Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### Owner

The *Owner* is the person or entity identified as such in the Agreement.

### Other Contractor

*Other Contractor* means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

### Payment Legislation

*Payment Legislation* means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

### Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

### Product

*Product or Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

CCDC 2 – 2020

*Note:* This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

**Project**

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

**Ready-for-Takeover**

*Ready-for-Takeover* shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between *Owner* and *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 01 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 amended or later dated documents shall govern over earlier documents of the same type.
  - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

CCDC 2 – 2020

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

8

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

### PART 2 ADMINISTRATION OF THE CONTRACT

#### GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

#### GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

### GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

### GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

## PART 3 EXECUTION OF THE WORK

### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

CCDC 2 – 2020

*Note:* This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

10

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
  - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
  - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
  - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
  - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
  - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

### GC 3.4 CONSTRUCTION SCHEDULE

#### 3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

### GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

### GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

CCDC 2 – 2020

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

12

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

## PART 4 ALLOWANCES

### GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

### GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

CCDC 2 – 2020

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



## **GC 5.2 APPLICATIONS FOR PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

## **GC 5.3 PAYMENT**

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
  - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
  - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

## **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
  - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

#### **GC 5.5 FINAL PAYMENT**

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

#### **GC 5.6 DEFERRED WORK**

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

#### **GC 5.7 NON-CONFORMING WORK**

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

### **PART 6 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

#### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

#### **GC 6.3 CHANGE DIRECTIVE**

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

CCDC 2 – 2020

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

15

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

**Labour**

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
  - (1) trade labour in the direct employ of the *Contractor*;
  - (2) the *Contractor's* personnel when stationed at the field office;
  - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
  - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

**Products, Construction Equipment and Temporary Work**

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

**Subcontract**

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

**Others**

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
  - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
  - (2) the result of the negligent acts or omissions of the *Contractor*, or
  - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

#### **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:  
.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and  
.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

#### **PART 7 DEFAULT NOTICE**

##### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:  
.1 commences the correction of the default within the specified time,  
.2 provides the *Owner* with an acceptable schedule for such correction, and  
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
  - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
  - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 AUTHORITY OF THE CONSULTANT**

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

## GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

## GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
    - (1) *Ready-for-Takeover*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

- .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

#### **GC 8.4 RETENTION OF RIGHTS**

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

### **PART 9 PROTECTION OF PERSONS AND PROPERTY**

#### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
  - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

#### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.



- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

### GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

CCDC 2 – 2020

*Note:* This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

22

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor's* operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor's* own expense:
  - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
  - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

### GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

## PART 11 INSURANCE

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- 1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
  - 2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
  - 3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
  - 4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Ready-for-Takeover*;
    - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - 5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
  - 6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

## PART 12 OWNER TAKEOVER

### GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
  - .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
  - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
  - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
  - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
  - .5 Make available a copy of the as-built drawings completed to date on site.
  - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
  - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
  - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

#### GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor's* responsibility to complete the *Work* in a timely manner.

#### GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

### PART 13 INDEMNIFICATION AND WAIVER

#### GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnify for claims other than those provided for in this *Contract*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
  - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

#### GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
  - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
  - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
  - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
  - .3 claims arising under GC 12.3 – WARRANTY; and
  - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.



**Board of Health**  
**Regular Board Meeting**  
**MINUTES**

Date: Tuesday, February 27, 2024

Time: 10:00 a.m. to 1:00 p.m.

The Regular meeting of the Renfrew County and District Health Unit's Board of Health was held virtually on Zoom and was live-streamed.

**Members:**

Joanne King	Chair
Neil Nicholson	Vice-Chair
James Brose	Member
J. Michael du Manoir	Member
Peter Emon	Member
Jim Manion	Member
Ethel LaValley	Member
Jennifer Murphy	Member
Troy Purcell	Member
Carolyn Watt	Member

**Staff:**

Heather G. Daly	Chief Executive Officer
Janet Jones	Director, Corporate Services
Dr. Jason Morgenstern	Medical Officer of Health
Tom Regan	Coordinator, Foundational Standards
Patti Smith	Director, Health Promotion
Melissa Ziebarth	Executive Assistant (Secretary)

**Regrets:**

Vicki Benoit	Director, Health Protection
Heather Saar	Member

**1. Call to Order**

Chair Joanne King called the meeting to order at 10:02 a.m.



## 2. Land Acknowledgement

RCDHU is located on the unceded territory of the Algonquin Anishinaabe People.

We honour the land and peoples of the Algonquin Anishinaabe, whose ancestors have lived on this territory since time immemorial, and whose culture and presence have nurtured and continue to nurture this land.

We honour all First Nations, Inuit and Metis peoples, their elders, their ancestors, and their valuable past and present contributions to this land.

Migwech.

## 3. Agenda Approval

The agenda was approved as amended, with *Item 10*. Correspondence moved down to *Item 15*. on the agenda.

### Resolution: #1 BoH 2024-Feb-27

Moved by E. LaValley;

Seconded by J. Manion;

Be it resolved that the Board approve the agenda as amended.

Carried

## 4. Declarations of Conflict of Interest

There were no declarations of conflict of interest.

## 5. Delegations

There were no delegations.

## 6. Approval of Minutes of Previous Meetings

The meeting minutes for the Board meeting on Tuesday, January 30, 2024, were approved.

### Resolution: #2 BoH 2024-Feb-27

Moved by N. Nicholson;

Seconded by J. Brose;

Be it resolved that the Board of Health approve the meeting minutes from the Board meeting held on Tuesday, January 30, 2024, as presented.

Carried

## 7. Business Arising

There was no Business Arising.

## 8. Staff Reports

a. Medical Officer of Health Report to the Board – Dr. Jason Morgenstern:

- [MOH Report to the Board](#)

Chair called for questions and comments from the Board.

Chair King and Board Members thanked Dr. Morgenstern for his report.

**Resolution: #3 BoH 2024-Feb-27**

Moved by N. Nicholson;  
Seconded by T. Purcell;

Be it resolved that the Board accept the Report to the Board from Dr. Jason Morgenstern, Medical Officer of Health.

Carried

- b. CEO Report to the Board – Heather G. Daly, Chief Executive Officer:
- [CEO Report to the Board](#)

The Chair called for questions and comments from the Board.

Chair King thanked Heather G. Daly for her Report.

Tom Regan joined the meeting at 10:35 a.m.

**Resolution: #4 BoH 2024-Feb-27**

Moved by J. Murphy;  
Seconded by C. Watt;

Be it resolved that the Board accept the Report to the Board from Heather G. Daly, Chief Executive Officer.

Carried

- i. Q4 2023 Corporate Operational Plan with Risk Mitigation Strategies  
Tom Regan, Coordinator, Foundational Standards presented the following:
- [Q4 2023 Corporate Operational Plan with Risk Mitigation Strategies](#)

T. Regan reported that the 2023 status for all items are complete.

The Chair called for questions and comments from the Board.

**Resolution: #5 BoH 2024-Feb-27**

Moved by P. Emon;  
Seconded by J. Murphy;

Be it resolved that the Board of Health accept the Q4 2023 Corporate Operational Plan with Risk Mitigation Strategies, as presented by Tom Regan.

Carried

Chair King thanked T. Regan for his Report.

T. Regan left the meeting at 10:44 a.m.

**9. Board Committee Reports**

a. Governance Committee

Committee Chair T. Purcell presented the following:

- [Governance Committee Board Report](#)

The Chair called for questions and comments from the Board.

**Resolution: #6 BoH 2024-Feb-27**

Moved by J. Brose;  
Seconded by C. Watt;

Be it resolved that the Board approves the Governance Committee Report from February 13, 2024.

Carried

a. Resources Committee

Committee Chair J. Michael du Manoir presented the following:

- [Resources Committee Board Report](#)

The Chair called for questions and comments from the Board.

**Resolution: #7 BoH 2024-Feb-27**

Moved by T. Purcell;  
Seconded by N. Nicholson;

Be it resolved that the Board approves the Resources Committee Report from February 13, 2024.

Carried

**10. Bylaws**

There were no bylaws reviewed.

**11. New Business**

[2023 Audit Planning Letter and Response Letter to Auditors](#)

H. Daly, Chief Executive Officer, presented the Draft Response Letter she prepared on behalf of the board and for the Chair's signature.

**Resolution: #8 BoH 2024-Feb-27**

Moved by J. Brose;  
Seconded by E. LaValley;

Be it resolved that the Board of Health approve the Board Response to the Auditor Letter and directs the Board Chair to sign the letter.

Carried

**12. Action List Review**

The Board reviewed the Action List from – January 30, 2024.

**13. Notice of Motion**

There was no notice of Motion.

At 10:54 a.m. the Chair recessed the meeting until 11:00 a.m.

**14. Closed**

**Resolution: #9 BoH 2024-Feb-27**

Moved by T. Purcell;  
Seconded by J. Brose;

Be it resolved that the Board move into a closed meeting at 11:05 a.m. to discuss: (b) personal matters about an identifiable individual, including municipal or local board employees, per *Municipal Act 2001, c. 25, s. 239 (2)(b)*. and to discuss: xi. a

position, plan procedure, criteria or instruction to be applied to any negotiations, carried on or to be carried on by or on behalf of the municipality or local board.

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

The Board of Health meeting resumed at 1:07 p.m.

The Chair 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, per *Municipal Act 2001, c. 25, s. 239 (2)(b)*. and to discuss: xi. a position, plan procedure, criteria or instruction to be applied to any negotiations, carried on or to be carried on by or on behalf of the municipality or local board.

Chair King noted a Draft Report/Analysis was presented during the closed session by consultants Sense and Nous regarding a potential proposed merger that is being evaluated at the present time.

These motions were brought forward following discussion during the closed session:

**Resolution: #10 BoH 2024-Feb-27**

Moved by N. Nicholson;  
Seconded by T. Purcell;

Be it resolved that the Board of Health for Renfrew County and District Health Unit ratifies the Memorandum of Settlement with ONA (dated February 12, 2024) and directs the Chair and the CEO to sign the Collective Agreement.

Carried

**Resolution: #11 BoH 2024-Feb-27**

Moved by J. Murphy;  
Seconded by J. Manion;

Be it resolved that the Board of Health for Renfrew County and District Health Unit ratifies the Memorandum of Settlement with OPSEU (dated February 23, 2024) and directs the Chair and the CEO to sign the Collective Agreement.

Carried

**Resolution: #12 BoH 2024-Feb-27**

Moved by E. LaValley;  
Seconded by T. Purcell;

Be it resolved that the Board of Health approve the following non-union staff compensation:

- Wage increment of 3.5% retroactive to January 1, 2023.
- 2.5% retroactive to January 1, 2024 and 2% effective January 1, 2025.
- Increase pager lieu benefit to 4.0 hours earned for one week carrying pager.
- Addition of 1 annual paid Wellness Day.
- Vision care \$150 per eye exam maximum \$450 in 24 months.

Carried

## 15. Correspondence

The Board reviewed the correspondence.

Subject		
<a href="#">Watt, Carolyn – Letter of Congratulations and OIC -2024</a>	Minister of Health	Received as information
<a href="#">aIPHa February 2024 InfoBreak</a>	aIPHa	Received as information
<a href="#">Legislated improvements to take immediate action on nicotine pouches</a>	Huron Perth PH	Received as information
<a href="#">Legislated improvements to indoor air quality (IAQ)</a>	Peterborough PH	Staff to write a letter of support. This item is to be added to the Action List.
<a href="#">Intimate Partner Violence and Public Health Action</a>	North Bay Parry Sound District HU	Received as information
<a href="#">Household Food Insecurity</a>	Public Health Sudbury & Districts	Received as information
<a href="#">The Real Cost of Eating: Food Insecurity in Huron and Perth 2023 Report</a>	Huron Perth PH	Received as information

## 16. Date of Next Meeting

The Chair noted that a Special board meeting will be scheduled in March and directed staff to send a Doodle poll to find a date that is best for everyone.

The date of the next regular meeting is Tuesday, March 26, 2024, at 10:00 a.m. or at the call of the Chair.

Resources Committee meeting is Monday, March 18, 2024 at 1:30 p.m. or at the call of the Chair.

The next Regular Board of Health meeting will be held virtually and will be live-streamed.

## 17. Adjournment

### Resolution: #13 BoH 2024-Feb-27

Moved by C. Watt;

Seconded by T. Purcell;

Be it resolved that the Regular Board meeting be adjourned at 1:22 p.m.

Carried

---

Committee Chair

These minutes were approved by the Board at a Special Board of Health meeting held on Thursday, March 14, 2024.



**Board of Health**  
**Special Board Meeting**  
**MINUTES**

Date: Thursday, March 14, 2024

Time: 10:00 a.m.

The Special board meeting of the Renfrew County and District Health Unit's Board of Health was held virtually on Zoom

**Members:**

Joanne King	Chair
Neil Nicholson	Vice-Chair
James Brose	Member
J. Michael du Manoir	Member
Peter Emon	Member
Ethel LaValley	Member
Jim Manion	Member
Jennifer Murphy	Member
Troy Purcell	Member
Heather Saar	Member
Carolyn Watt	Member

**Staff:**

Heather G. Daly	Chief Executive Officer
Dr. Ian Gemmill	Physician Consultant
Dr. Jason Morgenstern	Medical Officer of Health
Melissa Ziebarth	Executive Assistant (Recording Secretary)

**Regrets:**

None

**1. Call to Order**

Chair Joanne King called the meeting to order at 10:03 a.m.

**2. Land Acknowledgement**

RCDHU is located on the unceded territory of the Algonquin Anishinaabe People.

We honour the land and peoples of the Algonquin Anishinaabe, whose ancestors have lived on this territory since time immemorial, and whose culture and presence have nurtured and continue to nurture this land.

We honour all First Nations, Inuit and Metis peoples, their elders, their ancestors, and their valuable past and present contributions to this land.

Migwech.

### 3. **Agenda Approval**

The agenda was approved, as presented.

#### **Resolution: #1 SBoH 2024-Mar-14**

Moved by E. LaValley;

Seconded by T. Purcell;

Be it resolved that the Board approve the meeting agenda as presented.

Carried

### 4. **Delegations**

There were no delegations.

### 5. **Approval of Minutes of Previous Meetings**

The meeting minutes for the Board meeting on Tuesday, February 27, 2024, were approved.

#### **Resolution: #2 SBoH 2024-Mar-14**

Moved by C. Watt;

Seconded by J. Murphy;

Be it resolved that the Board of Health approve the meeting minutes from the Board meeting held on Tuesday, February 27, 2024, as presented.

Carried

### 6. **Declarations of Conflict of Interest**

H. Saar declared a Conflict of Interest and left the meeting at 10:05 a.m.

### 7. **Closed**

#### **Resolution: #3 SBoH 2024-Mar-14**

Moved by J. M. du Manoir;

Seconded by J. Brose;

Be it resolved that the Board move into a closed meeting at 10:07 a.m. to discuss: (b) personal matters about an identifiable individual, including municipal or local board employees, per *Municipal Act 2001, c. 25, s. 239 (2)(b)*. and to discuss: xi. a position, plan procedure, criteria or instruction to be applied to any negotiations, carried on or to be carried on by or on behalf of the municipality or local board.

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

The Board of Health meeting resumed at 11:51 a.m.

The Chair 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, per *Municipal Act 2001, c. 25, s. 239 (2)(b)*. and to discuss: xi. a position, plan procedure, criteria or instruction to be applied to any negotiations, carried on or to be carried on by or on behalf of the municipality or local board.

Chair King noted a Draft Report/Analysis was presented during the closed session by a consultant from Sense and Nous regarding a second potential proposed merger option that is being evaluated at the present time.

H. Saar rejoined the meeting at 11:54 a.m.

No decision has been made and another Special Board of Health meeting will be held.

**8. Date of Next Meeting**

The Chair noted that a Special board meeting is scheduled for Monday, March 18, 2024, at 10:00 a.m.

**9. Adjournment**

**Resolution: #4 SBoH 2024-Mar-14**

Moved by J. Brose;

Seconded by T. Purcell;

Be it resolved that the Special board meeting be adjourned at 11:57 a.m.

Carried

---

Committee Chair

These minutes were approved by the Board at a Special Board of Health meeting held on Monday, March 18, 2024.





**Board of Health**  
**Special Board Meeting**  
**MINUTES**

Date: Monday, March 18, 2024  
Time: 10:00 a.m.

The Special board meeting of the Renfrew County and District Health Unit's Board of Health was held virtually on Zoom

**Members:**

Joanne King	Chair
Neil Nicholson	Vice-Chair
James Brose	Member
J. Michael du Manoir	Member
Peter Emon	Member
Ethel LaValley	Member
Jim Manion	Member
Jennifer Murphy	Member
Troy Purcell	Member
Heather Saar	Member
Carolyn Watt	Member

**Staff:**

Heather G. Daly	Chief Executive Officer
Dr. Ian Gemmill	Physician Consultant
Dr. Jason Morgenstern	Medical Officer of Health
Melissa Ziebarth	Executive Assistant (Recording Secretary)

**Regrets:**

None

**1. Call to Order**

Chair Joanne King called the meeting to order at 10:01 a.m.

**2. Land Acknowledgement**

RCDHU is located on the unceded territory of the Algonquin Anishinaabe People.

We honour the land and peoples of the Algonquin Anishinaabe, whose ancestors have lived on this territory since time immemorial, and whose culture and presence have nurtured and continue to nurture this land.

We honour all First Nations, Inuit and Metis peoples, their elders, their ancestors, and their valuable past and present contributions to this land.

Migwech.

### 3. **Agenda Approval**

The agenda was approved, as presented.

#### **Resolution: #1 SBoH 2024-Mar-18**

Moved by J. M. du Manoir;  
Seconded by J. Brose;

Be it resolved that the Board approve the meeting agenda as presented.

Carried

### 4. **Delegations**

There were no delegations.

### 5. **Declarations of Conflict of Interest**

No declarations of Conflict of Interest.

### 6. **Approval of Minutes of Previous Meetings**

The meeting minutes for the Special Board meeting on Thursday, March 14, 2024, were approved.

#### **Resolution: #2 SBoH 2024-Mar-18**

Moved by J. Murphy;  
Seconded by T. Purcell;

Be it resolved that the Board of Health approve the meeting minutes from the Special Board meeting held on Thursday, March 14, 2024, as presented.

Carried

### 7. **Closed**

#### **Resolution: #3 SBoH 2024-Mar-18**

Moved by T. Purcell;  
Seconded by N. Nicholson;

Be it resolved that the Board move into a closed meeting at 10:05 a.m. to discuss: (b) personal matters about an identifiable individual, including municipal or local board employees, per *Municipal Act 2001, c. 25, s. 239 (2)(b)*. and to discuss: xi. a position, plan procedure, criteria or instruction to be applied to any negotiations, carried on or to be carried on by or on behalf of the municipality or local board.

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

The Board of Health meeting resumed at 11:04 a.m.

The Chair 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, per *Municipal Act 2001, c. 25, s. 239 (2)(b)*. and to discuss: xi. a position, plan procedure, criteria or instruction to be applied to any negotiations, carried on or to be carried on by or on behalf of the municipality or local board.

These motions were brought forward following discussion during the closed session:

**Resolution: #4 SBoH 2024-Mar-18**

Moved by T. Purcell;

Seconded by J. Brose;

**Whereas**, the Ministry of Health in August 2023 announced its Strengthening Public Health initiative which includes funding voluntary Health Unit mergers (as outlined in the Outcomes and Objectives to Support Voluntary Mergers October 2023 document), revising the Ontario Public Health Standards and a new Public Health funding formula; and

**Whereas**, a merger of health units could enhance efficiency, strengthen public health programs, improve services, enhance surge response and emergency capacity, and to foster collaboration with local partners; and

**Whereas**, the ministry has indicated that the goals of mergers are not to reduce staffing and resources; and

**Whereas**, the Boards of Health for the Renfrew County and District Health Unit (RCDHU) passed a resolution in November 2023 to seek provincial funding to hire an external consultant to study the feasibility of a voluntary merger of RCDHU with neighbouring health units; and

**Whereas**, RCDHU and North Bay Parry Sound District Health Unit (NBPSDHU) jointly pursued a feasibility study, resulting in the Merger Feasibility Report by Sense & Nous Consultancy dated February 2024, delivered to the RCDHU and NBPSDHU Boards of Health; and

**Whereas**, RCDHU jointly pursued a feasibility study for a three health unit merger with the Boards of Health for Eastern Ontario Health Unit (EOHU) and Leeds, Grenville and Lanark District Health Unit (LGLDHU) resulting in the Merger Feasibility Report by Sense & Nous Consultancy dated March 2024, delivered to the three Boards of Health; and

**Whereas**, the feasibility of the three health unit merger of EOHU, LGLDHU and RCDHU did not provide for an optimum merger solution and was not pursued further; and

**Whereas**, RCDHU and NBPSDHU serve their respective communities with dedication; and

**Whereas**, the merger is expected to be finalized in 2025, pending government approval.

**Therefore, Be it Resolved**, that the Board of Health for Renfrew County and District Health Unit:

Agrees in principle to merge with NBPSDHU, subject to the following conditions:

1. The Government of Ontario approves the intended merger and this Board in its sole discretion is satisfied that this approval will enable RCDHU and NBPSDHU to successfully complete the intended merger; and
2. This Board in its sole discretion is satisfied that the funding commitment from the Government of Ontario is sufficient to enable RCDHU and NBPSDHU to successfully complete the intended merger, including one-time and ongoing transition costs during the transition period, (e.g., service and wage harmonization) and business continuity/stabilization funding in amounts sufficient to ensure program and service delivery stability while change is underway; and
3. The legal merger of RCDHU and NBPSDHU (if any) will only be affected in accordance with the terms and conditions of a merger agreement to be negotiated through an additional process that will address important issues including but not limited to, composition of the membership for the new board of health, physical office locations, improving services related to indigenous populations to ensure equitable service delivery, the design of senior management structure, including the MOHs and CEO, maintaining key positions within both health units for continuity and resolution of the current discrepancy in municipal funding levels between RCDHU and NBPSDHU; and
4. The negotiation, due diligence, consultations and implementation plan activities do not identify any material issue that this Board in its sole discretion determines will undermine its assessment of the feasibility of the intended merger with NBPSDHU such that the Board no longer supports the intent to merge; and,
5. The NBPSDHU Board of Health has expressed its intent to merge with RCDHU by resolution on March 11, 2024, and that this Board in its sole discretion is satisfied this resolution is substantially in accordance with the terms and conditions of this RCDHU resolution.

The RCDHU MOH, CEO and Board Chair, along with two (2) other RCDHU Board of Health members appointed to the Joint Merger Working Group be directed to further negotiate within the Joint Merger Working Group to complete a Voluntary Merger Business Case for submission to the Ministry no later than April

2, 2024, fully signed by the Board Chair, MOH and CEO for RCDHU and the Board Chairperson and MOH/EO for the NBPSDHU.

- The RCDHU MOH and CEO communicates this resolution to key stakeholders including the Ministry and the NBPSDHU Board Chairperson.
- The RCDHU MOH, CEO and Board Chair ensure timely reporting back to the Board on this matter at future meetings to enable subsequent Board engagement and direction.
- Once (and if) the Ministry of Health has provided information on the terms of approval of this merger, this Board will meet for deliberation and decision-making regarding whether to proceed with the intended merger.

Carried

**Recorded Vote**

<b>Yes</b>	<b>Name of Board Member</b>	<b>No</b>
	Brose, James	X
	du Manoir, J. Michael	X
	Emon, Peter	X
X	King, Joanne	
X	LaValley, Ethel	
	Manion, Jim	X
	Murphy, Jennifer	X
X	Nicholson, Neil	
X	Purcell, Troy	
	Saar, Heather	X
	Watt, Carolyn	X
4	<b>Totals</b>	7
	<b>Carried by:</b>	<b>4</b>
	<b>Defeated by:</b>	<b>7</b>

C. Watt left the meeting at 11:11 a.m.

T. Purcell left the meeting at 11:15 a.m.

**Resolution: #5 SBoH 2024-Mar-18**

Moved by P. Emon;

Seconded by J. Murphy;

Be it resolved that the Board of Health request staff meet with and discuss shared/combined service delivery models with the County of Renfrew, South Algonquin, City of Pembroke, and Ottawa Public Health. Understanding that the information shared, discussions and possible recommendations in some instances may be confidential and should be labelled and treated as such.

Carried

**Recorded Vote**

<b>Yes</b>	<b>Name of Board Member</b>	<b>No</b>
X	Brose, James	
X	du Manoir, J. Michael	
X	Emon, Peter	
X	King, Joanne	
X	LaValley, Ethel	
X	Manion, Jim	
X	Murphy, Jennifer	
X	Nicholson, Neil	
	Purcell, Troy	
X	Saar, Heather	
	Watt, Carolyn	
9	<b>Totals</b>	0
	<b>Carried by:</b>	<b>0</b>
	<b>Defeated by:</b>	<b>9</b>

**8. Date of Next Meeting**

The next Regular Board meeting is scheduled for Tuesday, March 26, 2024, at 10:00 a.m.

Chair King thanked Dr. Ian Gemmill for his consulting services to the project.

**9. Adjournment**

**Resolution: #6 SBoH 2024-Mar-18**

Moved by J. Brose;

Seconded by J. Murphy;

Be it resolved that the Special board meeting be adjourned at 11:31 a.m.

Carried

---

Committee Chair

These minutes were approved by the Board at a Regular Board of Health meeting held on Tuesday, March 26, 2024.