



BOARD REPORT

Friday, July 15, 2011

Program Report July 2011



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We work with the Grey Bruce community to protect and promote health.

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HEALTHY COMMUNITY DEVELOPMENT

Childhood Injury Prevention

Roadside Car Seat Checks

Public Health conducts roadside car seat checks in partnership with local police services, the OPP and the help of dedicated volunteers. During a recent check in Owen Sound, most of the 22 seats inspected had one or more errors. Of 37 seats inspected at a check in Meaford, only three were installed correctly and two seats had expired. Inspectors provide education and assist parents to correct seat installation.

The random element of the roadside checks and reaching families that would not necessarily sign up for a voluntary check are cited as reasons for the high error rate seen since the roadside checks were introduced. The Bruce Peninsula OPP - Wiarton Detachment conducts roadside checks during long weekends in Sauble Beach. The OPP and municipal police services also conduct car seat checks at their offices, at a family's request. Public Health will participate in five more roadside checks throughout the remainder of 2011.



Training & Education

On May 6, Public Health hosted the annual Car Seat Refresher Training presented by the Infant and Child Safety Association. Updates were provided to 50 car seat inspectors who have already taken the two-day car seat installation course. There are currently 76 trained car seat inspectors from various agencies in Grey Bruce who work with families with young children.

Safety Equipment for Families in Need

Public Health receives money from Bruce Power to support child injury prevention and to provide local families in need with car seats or bicycle helmets. In the first half of 2011, five car seats and 25 bike helmets were distributed to families through the Healthy Babies Healthy Children program. Parents sign a liability waiver developed by Public Health when they receive a car seat or bike helmet.

Hepatitis C

Public Health investigates between 35 and 70 new Hepatitis C cases each year. This spring, a Hepatitis C campaign was launched to provide education about risk factors, disease transmission, treatment options and resources.

On May 19-20, Dr. Chris Steingart, Medical Director of the Sanguen Health Centre in Waterloo and Guelph, provided Hepatitis C updates including newer treatment options to physicians, nurse practitioners, nurses, community partners and Public Health staff. Dr. Steingart's presentation was linked to all Grey Bruce hospital sites via the Ontario Telemedicine Network.

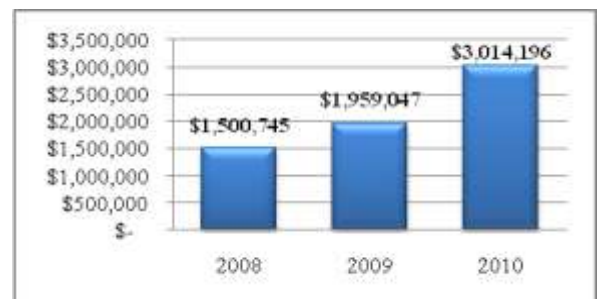
Public Health staff undertook a media buy and an earned media campaign to run at the same time as Dr. Steingart's appearances. Hepatitis C posters were developed and distributed to health care providers to raise awareness about clients/patients being at risk. The intent was to ensure those who may be at risk identify themselves and get tested as treatment success rates improve with early diagnosis.

Locally, Barb Hopkins came forward to help put a face to the disease. Barb presents a typical case study; a work-related needle stick injury exposed her to the Hepatitis C virus. She is one of the 80 per cent of exposed persons that go on to develop chronic infection. She had no symptoms of illness, but more testing showed that her liver was already damaged. Most people who are infected with Hepatitis C virus don't show any symptoms of disease for 10 or 20 years.

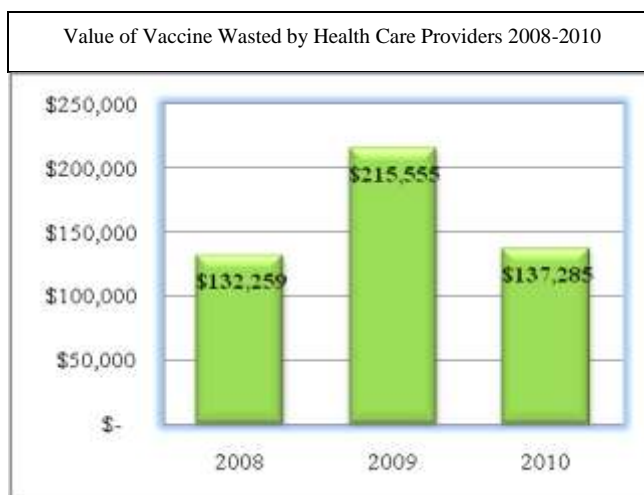
Vaccine Distribution

Public Health is responsible for distributing publicly funded vaccine to approved facilities in Grey Bruce. To receive vaccine, a facility must demonstrate they can transport the vaccine from Public Health to their facility while maintaining constant temperature (in a cooler) and they have a reliable refrigerator to store the product. The dollar value of vaccine distributed to Grey Bruce health care providers has doubled from \$1.5 million in 2008 to over \$3 million last year. Vaccines are costly so it is important that facilities ensure they are transported and stored at a constant temperature.

Value of Publicly Funded Vaccine Distributed to Health Care Providers



Public Health is responsible for ensuring that all vaccine wastage is returned to the Ministry of Health and Long-Term Care for proper disposal. Vaccine exposed to temperatures above 8° C or below 2° C may lose its potency and may not be effective in preventing disease. Most vaccine wastage is due to power outages in facilities without backup power or from the mechanical failure of the fridges. Facilities that carry publicly funded vaccine must record fridge temperatures twice daily and report any variance to Public Health. All Grey Bruce facilities carrying vaccine receive a visit by a Public Health Nurse for an annual fridge inspection to determine continued eligibility to store and distribute vaccine.



Lion’s Head Community Challenge

Inspired by the CBC’s television program *Village on a Diet*, residents in Lion’s Head decided to try it themselves.

With the local hospital auxiliary taking the lead, a ten member organizing committee came together. Following three months of planning, the program was successfully launched on May 30 with 44 participants.

Running for 20 weeks, each participant’s goal is to lose 11 per cent of their body weight over the course of the program (20 weeks, 11 per cent body weight, in the year 2011). Each week the participants gather at the local hospital to weigh-in and listen to community guest speakers.

Public Health Dietician, Kathryn Forsyth, was involved in supporting the program from the outset. Assisted by Grand River Hospital Dietetic Intern, Kim Mulderrig, Kathryn attended the launch to provide resources, a table display and offer a motivational speech. Kathryn will visit Lion’s Head twice more before the end of the challenge as a guest speaker to offer further education, motivation and support.

Lion’s Head offers an example of a successful grassroots healthy community partnership with Public Health supporting a community to improve the health and well-being of its residents.

For more information on how to start a local community challenge, go to www.cbc.ca/liverightnow and look for the tool kit, inspired by the Lion’s Head community request.



CLIENT SERVICES

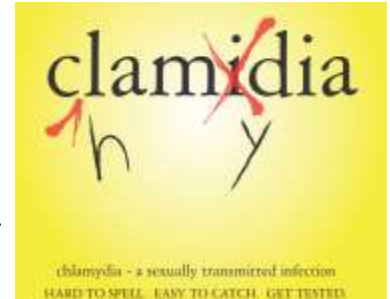
Chlamydia Campaign: *Hard To Spell. Easy To Catch. Get Tested.*

Chlamydia continues to be on the rise in Grey Bruce. In 2010, 311 positive Chlamydia cases were reported to Public Health. Locally, sexually transmitted infection and Chlamydia rates have doubled in the last five years; an average increase of 40 Chlamydia cases each year. This trend is consistent provincially and nationally.

Multiple partners, several short-term relationships and not using a condom are issues contributing to increased transmission. Prior Chlamydia infections are associated with:

- 65 per cent of all Pelvic Inflammatory Diseases
- 70 per cent of all tubal infertilities
- 30 per cent of all ectopic pregnancies (CCDR)

Public Health is launching an awareness campaign, *Hard to Spell. Easy to Catch. Get Tested.*, encouraging sexually active men and women of all ages to get tested. Testing involves a simple urine check. It is common to have Chlamydia without having any symptoms. People don't realize they are infected and then pass the infection to their partners.



Promotion to create awareness about testing is targeting area high schools, Georgian College, local bars, on the targetyouth.ca website as well as through media releases and radio messaging. Materials will be shared with Grade 9-10 physical education teachers to support their curriculum.

For every dollar spent on early detection and treatment of Chlamydia and gonorrhoea, it is estimated that \$12 is saved in associated health care costs (PIDAC). Testing also provides an opportunity to discuss harm reduction, healthy sexuality and the importance of protecting oneself.

ENFORCEMENT/RESEARCH/SURVEILLANCE

2011 Beach Management Program

The province's updated *Beach Management Guidance Document (2010)* offers more flexibility about beach posting due to high bacteria counts. Additionally, studies confirm that the traditional response to high bacteria levels does not cope with rapidly changing conditions. The studies show half of all beach closures were inappropriate as water conditions had changed in the period between the testing and the posting.

Historically, recreational water in Grey Bruce is of a high quality; confirmed by many years of sample results. These results also show that the water quality is reduced by certain weather events and that these effects are also reasonably consistent and predictable.

As a result, our approach in 2011 will be to use our five year historic data to help assess high bacteria events. This will mean that a beach will not be posted as the result of predictable increases in bacteria levels. If test results indicate gross contamination or if a high bacteria level was not predictable, we will post, as before. Our response to other factors such as sewage bypass incidents or spills has not changed. Municipalities in Grey Bruce where we conduct the Beach Management program have been made aware of the changes for the 2011 season.

Re-designed beach signs and our website support this approach. The website provides a wider range of beach data including five year historic records, Geometric means (a type of average) and information on the relevant environmental factors. Beaches will have a *Water Quality Information* sign that identifies "Heavy rainfall and cloudy water caused by wave action increases bacteria levels in this water". Signs *Warning Unsafe for Swimming* indicating "High levels of bacteria in these waters may pose a risk to your health" will go up when a beach is posted.



Medical Officer of Health

REPORT TO THE BOARD

Friday, July 15, 2011

The MOHLTC and the MHPS have finalized the Public Health Accountability Agreement. The agreement template has been provided to the BOH and Health Unit senior staff to encourage us to become familiar with the content. The final agreement that will require the Grey Bruce Board of Health (BOH) signature will be customized to the Grey Bruce Health Unit's (GBHU) statistics and present baseline performance as determined this year.

Most of the requirements of the new agreement are already in place at the GBHU and will not require any changes to policy or procedure. There are some significant changes which I will very briefly summarize and hope that you will read the full description:

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.2 (d) This article confirms that the BOH has taken all necessary actions to authorize the execution of the agreement including where required, passing a board resolution authorizing the BOH to enter into the agreement with the Province.

ARTICLE 4 GRANTS

4.2 (a-e) Please read this one! This article allows the province to limit payment of the grant by reducing the amount or terminating the agreement if the various requirements are not met by the BOH or if the Ontario Legislature does not provide the necessary appropriation to the province to support the grant.

Article 5 PERFORMANCE IMPROVEMENT

This is new for the BOH/MOHLTC relationship and particularly 5.4 and 5.5 which require both positive and negative variants from the target to be reported, described and either remedial action planned and reported or enhancement and maintenance plans be reported. The sections 5.6 and 5.7 are very prescriptive of what information must be included the reports and the approval process from the MOHLTC. Section 5.8 is also a change in the way the province might gain information.

ARTICLE 7 CONFLICT OF INTEREST

This is a new item and specifies the possible conflicts of interest very clearly and outlines in 7.3 how the BOH must disclose this to the province 'without delay' and comply with the terms and conditions that the Province may prescribe.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

This required record keeping is already in place at GBHU. Clause 8.3 indicates that the Province may make inspection of records and documents with 24 hours notice. The province can assess and require disclosure by the BOH.

ARTICLE 10 INDEMNITY

This article is new and basically does not allow the BOH to pass liability for any program action, claim, demand, lawsuit or other proceeding onto the Province unless the problem has been caused by the negligence of willful misconduct of the province.

ARTICLE 12 TERMINATION ON NOTICE

This article allows for termination of the agreement or a program but ensures at least 120 days notice to the BOH. Section 12.3 (c) would be better if it read the province *shall* assist, rather than may assist, the BOH to wind down the Program...etc.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

If the province does not receive the necessary appropriation from the legislature, then: 13.2(a) further installments of the Grant will be cancelled; 13.2(b) any grant funds remaining in possession of the BOH will be repaid; or 13.2(c) remaining funds may be used to wind down a program or project.

ARTICLE 14 DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

Interesting article - please read this one too.

ARTICLE 20 INDEPENDENT PARTIES

“The BOH acknowledges that it is not an agent, joint venturer, partner, or employee of the Province and the BOH shall not take any actions that could establish or imply such a relationship.” This clearly states the independence of the BOH from the province.

The Schedules A, B, C will be customized for each Health Unit and have not been finalized yet.

Schedule D Board of **Health Performance** is included here.

Hazel Lynn



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and Long-Term Care**

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MEMORANDUM TO: Medical Officers of Health, CEOs, Executive Directors, and Business Administrators

RE: Public Health Accountability Agreement

As you are aware, the Ministry of Health and Long-Term Care (MOHLTC) and the Ministry of Health Promotion and Sport (MHPS) have been working on the development of a Public Health Accountability Agreement. Following field consultation throughout May and June, and input from the Joint Ministries/Boards of Health Committee, the MOHLTC and MHPS have finalized the Public Health Accountability Agreement template.

Please find attached the final Public Health Accountability Agreement template which is being sent to allow boards of health and senior staff to become familiar with the content. We have not included Schedules A, B, or C as the schedules will be customized for each board of health to reflect funding approvals and relevant reporting requirements.

You will note that changes have been made to the language in the Accountability Agreement template to address concerns that were raised during the consultation process. Appendix I of this memo outlines all changes made to the Accountability Agreement template following the consultation process.

Changes have also been made to the list of performance indicators in Schedule D of the Accountability Agreement. Appendix II of this memo outlines the changes made to performance indicators following the consultation process.

We are in the process of finalizing funding for boards of health. When funding has been finalized, each board of health will receive two copies of the customized version of the Accountability Agreement, including all Schedules, for signing.

If you have any questions regarding the Public Health Accountability Agreement template, please do not hesitate to contact us.

Sincerely,



Michèle Harding
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Laura Pisko-Bezruchko
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Attachment

Appendix I

Post-Consultation Amendments to the Draft Accountability Agreement Template

Article	Amendments
Article 1 Interpretation and Definitions	<p>Definitions have been adjusted where appropriate.</p> <ul style="list-style-type: none"> • Clarified the following definitions: <ul style="list-style-type: none"> • Organizational Standards • Performance Corridor • Wind-Down Amount • Added the following definitions: <ul style="list-style-type: none"> • Negative Performance Variant • Positive Performance Variant • Removed the following definitions: <ul style="list-style-type: none"> • Board of Health • Performance Variant
Article 2 Representations, Warranties, and Covenants	<ul style="list-style-type: none"> • 2.1(b) - added 'unless otherwise reported in writing by the Board of Health to the Province'
Article 3 Term of the Agreement	<ul style="list-style-type: none"> • 3.4(d) - added 'Updated' • 3.4 and 3.6 – specified that consent refers to “written” consent
Article 4 Grant	<ul style="list-style-type: none"> • 4.1 clarified language • 4.2(e) - clarified language and added 'or such other deadline as the Province specifies in writing'
Article 5 Performance Improvement	<ul style="list-style-type: none"> • 5.4, 5.5, and 5.6 – clarified language to reflect the new definitions of Negative Performance Variant and Positive Performance Variant
Article 7 Conflict of Interest	<ul style="list-style-type: none"> • 7.1 - added 'with use of the Grant' and 'Note nothing in this agreement applies to any other local or municipal conflict of interest not dealing with the use of the Grant.' • 7.3(b) - added 'Note that the Province may determine that no further action is required if it determines that the conflict has been adequately addressed in accordance with the Board of Health conflict of interest policies.'
Article 8 Reporting, Accounting and	<ul style="list-style-type: none"> • 8.1(a) - removed 'or in a form as specified by the Province'

Article	Amendments
Review	
Article 9 Freedom of Information and Protection of Privacy	<ul style="list-style-type: none"> • 9.2 - Added <i>Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)</i>
Article 12 Termination on Notice	<ul style="list-style-type: none"> • 12.1 and 12.2 – changed 90 days to 120 days Notice
Article 14 Event of Default, Corrective Action and Termination for Default	<ul style="list-style-type: none"> • 14.1 clarified language • 14.2 (f) - added 'that is not already promised by legal agreement that the Board of Health has with another person'
Article 15 Return of the Grant	<ul style="list-style-type: none"> • Article 15 – amended title • 15.1 - added 'due, for example, to an Event of Default' for further clarity. • 15.5 – removed some language as it was duplicating provisions in 15.6.
Article 16 Notice	<ul style="list-style-type: none"> • 16.3(b) - added 'or by email'

Appendix II

Final list of Performance Indicators as outlined in Schedule D

Amendments to the list of performance indicators are as follows:

- 'Time between health unit notification of an STI and initiation of follow-up' – Gonorrhea is now identified as the STI of interest for this performance indicator;
- '% of invasive Group A streptococcus (i-GAS) cases lost to follow-up' indicator was removed;
- 'Status of local policy development related to physical activity and healthy eating' indicator was removed as work needs to be done to refine indicator to make it more targeted and specific. MHPS will take the rest of 2011 to further develop this indicator and supporting measurement tools in collaboration with the field. It is anticipated that this indicator will be included during the 2012 refresh of the Accountability Agreements.

Table A: Performance Indicators Based on Program Standards				
INDICATOR	BOH Baseline	Performance Target		
		2011	2012	2013
% of high risk food premises inspected once every 4 months while in operation	TBD	Establish Baseline		
Proportion of pools and public spas by class inspected while in operation	TBD	Establish Baseline		
% of completed SDWS inspections, of those that are high risk, that are due for re-inspection	TBD	Establish Baseline		
Time between health unit notification of Gonorrhea and initiation of follow up	TBD	Establish Baseline		
Time between health unit notification of an i-GAS case and initiation of follow up	TBD	Establish Baseline		
% of known high risk personal service settings inspected annually	TBD	Establish Baseline		
% of vaccine wasted by vaccine type (HPV, influenza, pneumococcal, and DPT) that are stored/ administered by the PHU	TBD	Establish Baseline		

Table A: Performance Indicators Based on Program Standards

INDICATOR	BOH Baseline	Performance Target		
		2011	2012	2013
% completion of reports related to vaccine wastage by vaccine type (HPV, influenza, pneumococcal, and DPT)	TBD	Establish Baseline		
% of school-aged children who have completed immunizations for Hepatitis B, HPV and meningococcus	TBD	Establish Baseline		
% of youth (ages 12 - 19) who have never smoked a whole cigarette	TBD	Establish Baseline		
% tobacco vendor compliance with legislation by infraction type	TBD	Establish Baseline		
Fall-related emergency department visits by age group (age groups TBD)	TBD	Establish Baseline		
% of population that exceeds Low-Risk Drinking Guidelines	TBD	Establish Baseline		
Baby Friendly Initiative Status	TBD	Establish Baseline		

THIS Public Health ACCOUNTABILITY AGREEMENT effective as of the first day of January, 2011

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO**
as represented by the Minister of Health and
Long-Term Care and the Minister of Health
Promotion and Sport

(the “Province”)

- and -

[Legal Name of **Board of Health**]

(the “Board of Health”)

Background:

The Province provides grants to boards of health under the *Health Protection and Promotion Act (Act)* pursuant to section 76 of that Act.

By receiving the grant provided to boards of health under section 76 of the *Act*, each board of health is expected to deliver programs and services that meet the Ontario Public Health Standards and other requirements of the *Act*.

It is acknowledged that boards of health may provide additional programs and services in response to local needs as indicated in the Ontario Public Health Standards published under section 7 of the *Act* and in section 9 of the *Act*. Provincial funding, however, is intended to support those programs that all boards of health are required to provide under the *Act* (and other programs only if specifically authorized by the Ontario Government) and is not intended to cover the potential total scope of public health programming.

Under section 81.2 of the *Act*, the Minister of Health and Long-Term Care may enter into an agreement with the board of health of any health unit for the purpose of setting out requirements for the accountability of the board of health and the management of the health unit.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In this Agreement, the following terms shall have the following meanings:

“**Act**” means the *Health Protection and Promotion Act*.

“**Admissible Expenditures**” are those considered by the Ministries to be reasonable and necessary for boards of health to achieve and/or maintain compliance with the Ontario Public Health Standards, the Organizational Standards, this Agreement, and other requirements of the Act and, as such, are eligible for reimbursement by the Ministries. These expenditures must be authorized in accordance with the policies of the Board of Health, consistent with government policies, and related to the implementation of Organizational Standards and the delivery of mandatory and related programs.

“**Agreement**” means this agreement entered into between the Province and the Board of Health and includes all of the schedules to the agreement listed in section 25.1.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section 14.1.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following December 31st; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31st.

“**Grant**” means the grant provided to the Board of Health by the Province pursuant to section 76 of the Act and this Accountability Agreement.

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Ministers” means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care and the Minister of Health Promotion and Sport, and **“Ministries”** shall refer to both ministries. Where necessary in the Schedules to this Agreement to differentiate Programs under the responsibility of each Ministry, MOHLTC is used to describe the Ministry of Health and Long-Term Care, and MHPS is used to describe the Ministry of Health Promotion and Sport.

“Negative Performance Variant” means any of: a) the inability to achieve a result within the range of results for a Performance Indicator as set out in Schedule D; b) any matter that could significantly affect the Board of Health’s ability to achieve a Performance Target as set out in Schedule D; c) non-compliance with any other aspect of the Act, the regulations, the Ontario Public Health Standards, or the Organizational Standards; d) non-compliance with the budget approval and financial reporting processes; or e) any other matter that could significantly affect the Board of Health’s ability to perform its obligations under this Agreement.

“Non-Admissible Expenditures” are those considered by the Ministries to be unrelated to the provision of mandatory and related programs, the Organizational Standards, the requirements of this Agreement, and other requirements of the Act. Examples of expenditures that are not admissible include: sick time and vacation accruals, donations to individuals or organizations, capital fund reserves, and depreciation on capital assets/amortization.

“Notice” means any communication given or required to be given under Agreement, as described in Article 16.

“Notice Period” means the period of time within which the Board of Health is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Ontario Public Health Standards” means the Ontario Public Health Standards published by the Minister of Health and Long-Term Care pursuant to section 7 of the Act.

“Organizational Standards” means the Ontario Public Health Organizational Standards as released by the Ministries on February 18, 2011 or as updated and as provided to the Board of Health.

“Parties” means the Province and the Board of Health.

“Party” means either the Province or the Board of Health.

“Performance Corridor” means the calculated range of results respecting a Performance Target for a Performance Indicator based on the technical variance of the data and other contextual factors.

“Performance Indicator” means a measure of board of health performance for which a Performance Target is set, and to which the Board of Health will be held accountable for achieving results under the terms of this Agreement.

“Performance Target” means a planned result for a Performance Indicator against which actual results can be compared (as further specified in Table A of Schedule D.)

“Positive Performance Variant” means a successful achievement beyond the range of results for a Performance Indicator as set out in Schedule D.

“Program(s)” means:

- a) **Mandatory Program(s):** the health programs and services boards of health must provide to their local communities in accordance with section 5 of the Act and the Ontario Public Health Standards.
- b) **Related Program(s):** the programs described in Schedule “B”.

“Reports” means the reports described in Schedule “C”.

“Tangible Capital Asset” is a physical asset (e.g., building and land, information technology and telecommunications equipment, vehicles, furniture and other equipment) that has a useful life of more than one year and is used on a continuing basis for the delivery of mandatory and related programs.

“Wind-Down Amount” means the amount the Province sets if the Agreement is terminated under sections 12.3(c) or 13.2(c).

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Board of Health represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) unless otherwise provided for in this Agreement, any information the Board of Health provided to the Province in support of its requests for a Grant (including information relating to any eligibility requirements) was true and complete at the time the Board of Health provided it and shall continue to be true and complete for the term of this Agreement, unless otherwise reported in writing by the Board of Health to the Province.

2.2 **Execution of Agreement.** The Board of Health represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement;

- (b) it will fulfill the obligations set out in the Schedules to this Agreement in accordance with their terms;
- (c) it will deliver Programs and services that meet the Ontario Public Health Standards published under section 7 of the Act, and will comply with the Organizational Standards;
- (d) it has taken all necessary actions to authorize the execution of the Agreement including, where required, passing a board resolution or municipal by-law authorizing the Board of Health to enter into the Agreement with the Province.

2.3 **Governance.** The Board of Health represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) procedures to ensure compliance with the Organizational Standards;
- (b) a code of conduct and ethical responsibilities for all persons at all levels of the Board of Health's organization;
- (c) procedures to ensure the ongoing effective functioning of the Board of Health;
- (d) decision-making mechanisms;
- (e) procedures to provide for the prudent and effective management of the Grant;
- (f) procedures to enable the successful completion of the obligations set out in the Schedules to this Agreement;
- (g) procedures to enable the timely identification of risks to the Board of Health's ability to perform its obligations under this Agreement and strategies to address the identified risks;
- (h) procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and,
- (i) procedures to deal with such other matters as the Board of Health considers necessary to ensure that the Board of Health carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Board of Health shall provide the Province with proof of the matters referred to in this Article 2.

**ARTICLE 3
TERM OF THE AGREEMENT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall, subject to section 3.2, expire on **December 31st, 2013** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.
- 3.2 **Agreement to Continue.** The Parties shall negotiate a new, successor agreement to this Agreement to be effective January 1, 2014. Despite section 3.1, this Agreement shall continue according to its terms until such time as a new agreement is agreed to between the Parties, unless terminated earlier pursuant to Article 12, Article 13, or Article 14.
- 3.3 **Application of Schedules during Term.** A schedule, or parts of a schedule, may apply for only part of the Term of this Agreement. Where a schedule, or part of a schedule, applies for only part of the Term of this Agreement, it shall be so indicated in the schedule.
- 3.4 **Amendments to Schedules during Term.** The Parties agree that amendments to the Schedules may be made, on the written consent of both parties, during the Term of this Agreement. Without limiting the generality of the foregoing, the Schedules may be amended to reflect:
- (a) Updated allocations in Schedule A;
 - (b) New policies and guidelines in Schedule B;
 - (c) New reporting requirements in Schedule C; and
 - (d) Updated Performance indicators, baselines, and targets in Schedule D.
- 3.5 **Annual Review of Schedules.** The Parties agree to review the schedules to this Agreement on an annual basis, at the end of each Funding Year, to determine if amendments are appropriate.
- 3.6 **Additional Schedules during Term.** The Parties agree that additional Schedules may be added to this Agreement on the written consent of both parties during the Term of this Agreement.

**ARTICLE 4
GRANT**

- 4.1 **Grant Provided.** The Province shall:
- (a) provide the Board of Health a Grant for the purpose of carrying out the obligations set out in the Act, the regulations under the Act, the Ontario Public Health Standards, the Organizational Standards, and this Agreement including the Schedules to this Agreement;

- (b) deposit the Grant into an account designated by the Board of Health provided that the account resides at a Canadian financial institution.

4.2 Limitation on Payment of the Grant. Despite section 4.1, the Province:

- (a) is not obligated to provide any Grant to the Board of Health until the Board of Health provides a valid certificate of insurance or other proof as provided for in section 11.2;
- (b) is not obligated to provide instalments of the Grant until it is satisfied with the progress of the obligations set out in this Agreement and the Schedules;
- (c) may adjust the amount of the Grant it provides to the Board of Health in any Funding Year based upon the Province's assessment of the information provided by the Board of Health pursuant to section 8.1;
- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province shall not be obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Grant; or
 - (ii) terminate the Agreement pursuant to section 13.1 and cease providing Grant funding for a period or periods specified by the Province; and
- (e) may withhold 1% of the bi-weekly Grant payments from the Board of Health which are specified in Schedule A if the Board of Health's complete settlement reports (consisting of Audited Financial Statements, Auditor's Questionnaire with Auditor's Report, and a Certificate of Settlement) are not submitted by the deadline of June 30th of any Funding Year, or such other deadline as the Province specifies in writing, until such time as all the settlement reports are provided.

4.3 Use of Grant Funding. The Board of Health shall:

- (a) use the Grant only for the purposes of the Act and to provide or to ensure the provision of the health programs and services in accordance with sections 4, 5, 6, and 7 of the Act and for the purposes of carrying out the obligations in the Schedules.
- (b) use the Grant only for the provision of the Programs described in this Agreement and the schedules.
- (c) carry out the obligations in the Schedules:
 - (i) in accordance with the terms and conditions of the Agreement; and

- (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Programs.
- (d) Spend the Grant only on Admissible Expenditures.
- 4.4 **User Fees.** As the Province provides grants for the delivery of public health Programs and services, the Board of Health agrees that the Province is eligible to receive its current cost-share percentage of the net revenue from any user fees charged by the Board of Health.
- 4.5 **No Changes.** The Board of Health shall not make any changes to Schedules, the timelines and/or the use of the Grant without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides the Grant to the Board of Health prior to the Board of Health's immediate need for the Grant, the Board of Health shall place the Grant in an interest bearing account in the name of the Board of Health at a Canadian financial institution.
- 4.7 **Interest.** If the Board of Health earns any interest on the Grant, it must be reported. If interest income is not reported in the manner specified by the Province, 1% of the Board of Health's cash flow may be withheld through future payments.
- 4.8 **No Interest Payable by Province.** The Board of Health agrees that the Province shall not pay interest on any amount to which the Board of Health may otherwise be entitled under this Agreement.
- 4.9 **Rebates, Credits and the Grant.** The Board of Health shall not use the Grant for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 PERFORMANCE IMPROVEMENT

- 5.1 **Performance Improvement.** The Parties agree to adopt a proactive and responsive approach to performance improvement ("Performance Improvement Process"), based on the following principles:
 - (a) a commitment to continuous quality improvement;
 - (b) a culture of information sharing and understanding; and
 - (c) a focus on risk-management.

- 5.2 **Performance Obligations.** The Board of Health shall use best efforts to achieve agreed upon Performance Targets within the established Performance Corridors for the Performance Indicators specified in Schedule “D”.
- 5.3 **Elements of Performance Improvement Process.** The Board of Health’s Performance Improvement Process shall include, but is not limited to:
- (a) Measuring the Board of Health’s performance according to Performance Indicators set out in Schedule D; and
 - (b) The use of continuous quality improvement tools including, but not limited to those specified in sections 5.4, 5.5, and 5.6.
- 5.4 **Negative Performance Variant Reports.** If a Negative Performance Variant is identified by either the Province or Board of Health, the Board of Health shall immediately submit in writing a Negative Performance Variant Report to the Province which shall include:
- (a) a description of the Negative Performance Variant;
 - (b) the cause of the Negative Performance Variant;
 - (c) an assessment of the impact of the Negative Performance Variant on achieving the obligations set out in this Agreement; and
 - (d) a description of how the Board of Health plans to resolve the Negative Performance Variant and the timeline within which the Board of Health expects to resolve it.
- 5.5 **Positive Performance Variant Reports.** If a Positive Performance Variant is identified by either the Province or Board of Health, the Board of Health may be asked to submit in writing a Positive Performance Variant Report to the Province which shall include:
- (a) a description of the Positive Performance Variant and contributing success factor(s);
 - (b) an assessment of the lessons learned; and
 - (c) a description of how the Board of Health plans to maintain or enhance success.
- 5.6 **Action Plan.** The Province may request in writing, either before or after a Negative Performance Variant Report(s) specified in section 5.4, that the Board of Health submit an Action Plan to address the Negative Performance Variant. The Action Plan shall describe:
- (a) the remedial actions undertaken (or planned to be undertaken) by the Board of Health;
 - (b) the time frame when the remedial action are expected to be completed;

- 5.7 **Approval of Action Plan.** The Action Plan must be approved by both the Province and the Board of Health prior to its implementation. Any revisions to the Action Plan also require the approval of both the Province and the Board of Health.
- 5.8 **Province Right to Request Information.** The Province may request additional data or information, or may request meetings with the Board of Health to support performance improvement as specified in this Article.

ARTICLE 6 ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 6.1 **Acquisition.** If the Board of Health acquires supplies, equipment or services with the Grant, it shall do so through a process that promotes the best value for money. All procurement of goods and services should be consistent with the Organizational Standards, good procurement practices, and applicable government directives.
- 6.2 **Asset Management.** The Board of Health shall maintain an inventory of all Tangible Capital Assets developed or acquired with a value exceeding \$5,000 or a value determined locally that is appropriate under the circumstances.
- 6.3 **Disposal.** The Board of Health shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Grant or for which the Grant was provided, the cost of which exceeded \$100,000 at the time of purchase.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest with use of the Grant.** The Board of Health shall carry out the obligations set out in this Agreement and use the Grant without an actual, potential or perceived conflict of interest. Note: nothing in this agreement applies to any other local or municipal conflict of interest not dealing with the use of the Grant.
- 7.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Board of Health; or
 - (b) any person who has the capacity to influence the Board of Health's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Board of Health's objective, unbiased and impartial

judgment relating to its obligations under this Agreement and the use of the Grant.

7.3 Disclosure to Province. The Board of Health shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure. Note that the Province may determine that no further action is required if it determines that the conflict has been adequately addressed in accordance with the Board of Health conflict of interest policies.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

8.1 Preparation and Submission. The Board of Health shall:

- (a) submit to the Province at the address provided in section 16.1 or at any other address specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "C".
- (b) submit to the Province at the address provided in section 16.1, or at any other address specified by the Province, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Board of Health by an authorized signing officer.

8.2 Record Maintenance. The Board of Health shall keep and maintain:

- (a) all financial records (including invoices) relating to the Grant in a manner consistent with generally accepted accounting principles for a period of not less than seven (7) years; and
- (b) all non-financial documents and records relating to the Grant or otherwise in connection with Article 5 (Performance Improvement) and the Schedules in accordance with applicable law and Board of Health policies.

8.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Board of Health and during normal business hours, enter

- (a) inspect and copy the records and documents referred to in section 8.2; and
 - (b) conduct an audit or investigation of the Board of Health in respect of the expenditure of the Grant, or compliance with Article 5 (Performance Improvement).
- 8.4 **Assessment.** The Province may carry out an assessment of the Board of Health under section 82 of the Act if the legal requirements for an assessment under that section have been met. An assessment may be conducted under the terms of that section irrespective of whether or not an inspection is conducted under section 8.3 of this Agreement.
- 8.5 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Board of Health shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be, subject to applicable law.
- 8.6 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Board of Health's records.
- 8.7 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario) and under the *Audit Statute Law Amendment Act*

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Board of Health acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) (FIPPA) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with FIPPA.
- 9.2 **MFIPPA.** The Province acknowledges that the Board of Health is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (MFIPPA) and that any information provided to the Board of Health in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.
- 9.3 **Confidentiality of records.** The Board of Health shall ensure that all personal information or personal health information in its custody or under its control is

managed in accordance with the provisions of the Act and its regulations, the *Municipal Freedom of Information and Protection of Privacy Act* and its regulations, the *Personal Health Information Protection Act* and any other applicable legislation.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Board of Health hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Programs or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Board of Health's Insurance.** The Board of Health represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out programs and services similar to the programs and services covered by this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Board of Health's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Board of Health shall provide the Province with proof of insurance in the form of a valid certificate of insurance that confirms the insurance coverage as required in section 11.1. The Board of Health shall provide a copy of the certificate of insurance to the Province prior to the receipt of Grant funding under this Agreement.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 120 days Notice to the Board of Health.
- 12.2 **Termination of Specific Program.** Despite section 12.1, the Province may terminate any Program that is funded by a Grant under this Agreement with 120 days Notice. If a Program funded by a Grant under this Agreement terminates for any reason, the parties agree to amend the Agreement and Schedules to incorporate any necessary changes to the Agreement.
- 12.3 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of the Grant;
 - (b) demand the repayment of any Grant remaining in the possession or under the control of the Board of Health; and/or
 - (c) assist the Board of Health to wind down the Program, project, or other initiative purchased with the Grant, set the Wind-Down Amount; and
 - (i) permit the Board of Health to offset the Wind-Down Amount against any Grant amount remaining in the possession or under the control of the Board of Health; and/or
 - (ii) subject to section 4.7, provide the Grant to the Board of Health to cover the Wind-Down Amount.

**ARTICLE 13
TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make under the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Board of Health.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of the Grant;
 - (b) demand the repayment of any Grant funds remaining in the possession or under the control of the Board of Health; and/or

- (c) to assist the Board of Health to wind down a Program, project or other initiative purchased with the Grant, set the Wind-Down Amount, and permit the Board of Health to offset such Wind-Down Amount against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Grant Funding.** For purposes of clarity, if the Wind-Down Amount exceeds the Grant remaining in the possession or under the control of the Board of Health, the Province shall not be required to provide additional Grant funding to the Board of Health.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events may constitute at the sole option of the Province an Event of Default:
- (a) the Board of Health breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out its obligations in the Schedules;
 - (ii) use or spend the Grant; and/or
 - (iii) provide, in accordance with section 8.1, Reports or such other reports as may have been requested pursuant to section 8.1(b);
 - (b) the Board of Health's operations, or its organizational structure, changes so that it no longer meets one or more of the applicable eligibility requirements of the Program under which the Province provides the Grant; and,
 - (c) the Board of Health ceases to operate, is merged or otherwise dissolved.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Board of Health's obligations under this Agreement;
 - (b) provide the Board of Health with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of the Grant for such period as the Province determines appropriate;
 - (d) reduce the amount of the Grant;

- (e) cancel all further installments of the Grant;
- (f) demand the repayment of any amounts of the Grant remaining in the possession or under the control of the Board of Health that is not already promised by legal agreement that the Board of Health has with another person;
- (g) demand the repayment of an amount equal to any Grant the Board of Health used for purposes not agreed upon by the Province;
- (h) demand the repayment of an amount equal to any Grant the Province provided to the Board of Health; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Board of Health.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Board of Health an opportunity to remedy the Event of Default, it shall provide Notice to the Board of Health of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Board of Health not Remediating.** If the Province has provided the Board of Health with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Board of Health does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Board of Health cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Board of Health is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2 (a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

14.6 **Ministry's Rights under the Act maintained.** Nothing in this Agreement shall limit the Province's or the Chief Medical Officer of Health's rights under section 82 of the Act to conduct an assessment of the Board of Health if the conditions under that section are met.

**ARTICLE 15
RETURN OF THE GRANT**

- 15.1 **Return of The Grant.** If the Province requests in writing the repayment of the whole or any part of the Grant; due, for example, to an Event of Default; the amount requested shall be deemed to be a debt due and owing to the Province and the Board of Health shall pay the amount immediately.
- 15.2 **Method of Return.** The Province may recover the Grant requested in section 15.1 through a cash-flow adjustment. If a cash-flow adjustment is not possible, the Board of Health shall repay the amount payable by cheque payable to the Minister of Finance and mailed to the Province at the address set out in the Province's request for repayment.
- 15.3 **Interest on the Grant Payable.** The Province reserves the right to demand interest on any amount owing by the Board of Health at the then current rate charged by the Province on accounts receivable. Interest shall accrue 30 days after Notice has been provided under section 15.1 for repayment of the Grant.
- 15.4 **Unused Grant.** The Board of Health agrees that it shall report to the Province in writing any part of the Grant that has not been used or accounted for by the Board of Health, either 30 days prior to the end of the Funding Year, in the quarterly reports, or in a report provided as soon thereafter as possible, and when the amount of the unused Grant is known.
- 15.5 **Carry Over of Grant Not Permitted.** The Board of Health is not permitted to carry over the Grant from one calendar year to the next, unless pre-authorized in writing by the Province.
- 15.6 **Return of Unused Grant.** Without limiting any rights of the Province under Article 13, or sections 15.1 or 15.2, if the Board of Health has not spent all of the Grant allocated for the Funding Year as provided for in the Schedules, the Province may:
- (a) demand the return of the unspent Grant; or
 - (b) adjust the amount of any further instalments of the Grant accordingly.

**ARTICLE 16
NOTICE**

- 16.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by e-mail, postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Province and the Board of Health respectively as set out below or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-Term Care and
Ministry of Health Promotion and Sport

393 University Ave., Suite 2100
Toronto ON M7A 2S1

Attention:

Lead Funding and Accountability

Fax: 416-314-7078
E-mail: brent.feeney@ontario.ca

To the Board of Health:

insert name of Board of Health
insert address of Board of Health

Attention: insert person's position

Fax: fill in
E-mail: fill in

16.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of e-mail, personal delivery or facsimile, at the time the other Party receives the Notice.

16.3 **Postal Disruption.** Despite section 16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery, by facsimile, or by e-mail.

**ARTICLE 17
CONSENT BY PROVINCE**

17.1 **Consent.** The Province may impose any terms and conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 18
SEVERABILITY OF PROVISIONS**

18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 19
WAIVER**

- 19.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 16. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 20
INDEPENDENT PARTIES**

- 20.1 **Parties Independent.** The Board of Health acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Board of Health shall not take any actions that could establish or imply such a relationship.

**ARTICLE 21
ASSIGNMENT OF AGREEMENT OR THE GRANT**

- 21.1 **No Assignment.** The Board of Health shall not assign any part of the Agreement or the Grant without the prior written consent of the Province.
- 21.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 22
GOVERNING LAW**

- 22.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
- 22.2 **Conflicts - Ontario.** In the event of a conflict between this Agreement and the Ontario Public Health Standards, the Organizational Standards or the Act or its regulations, the Ontario Public Health Standards, Organizational Standards or the Act or its regulations prevail.
- 22.3 **Conflicts – Municipal.** In the event of a conflict between any requirement of this Agreement and any municipal or local requirement at law to which the Board of Health is subject, the Board of Health shall comply with the stricter requirement.

**ARTICLE 23
FURTHER ASSURANCES**

- 23.1 **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

**ARTICLE 24
SURVIVAL**

- 24.1 **Survival.** The provisions in Article 1, Article 4, Article 5, 8.1 (to the extent that the Board of Health has not provided the Reports or other reports to the satisfaction of the Province), 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, Articles 9, 10 and 11, sections 13.2, 14.2, 14.3, 14.4, Articles 15, 18, 19, 21, 26, 27, 28, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 25
SCHEDULES**

- 25.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule “A” – Program-Based Grants;
 - (b) Schedule “B” – Related Program Policies and Guidelines;
 - (c) Schedule “C” – Reporting Requirements.
 - (d) Schedule “D” – Board of Health Performance
- 25.2 **Purpose of Schedules.** The purpose of the schedules under the Agreement is to:
- (a) Specify the Grant to be allocated from the Province to the Board of Health to deliver Programs and services that meet the Ontario Public Health Standards, and other requirements of the Act, and the Organizational Standards;
 - (b) Provide the Board of Health with further information on expectations related to the Grant;
 - (c) Improve and strengthen the Province’s ability to effectively analyze the Board of Health’s expenditures and ensure accountability for the use of the Grant; and,

- (d) Contribute to a public health sector with a greater focus on performance improvement, accountability and sustainability.

ARTICLE 26 COUNTERPARTS

- 26.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 27 JOINT AND SEVERAL LIABILITY

- 27.1 **Joint and Several Liability.** Where the Board of Health is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Board of Health under the Agreement.

**ARTICLE 28
ENTIRE AGREEMENT**

- 28.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 28.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of **Health and Long-Term Care**

Name: _____ Date _____
Title: _____

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of **Health Promotion and Sport**

Name _____ Date _____
Title: _____

[enter Legal Name of Board of Health]

I/We have authority to bind the Board of Health.

Name: _____ Date _____
Position: _____

Name: _____ Date _____
Position: _____

SCHEDULE D

BOARD OF HEALTH PERFORMANCE

PART A. PURPOSE OF SCHEDULE

To set out Performance Indicators to improve board of health performance and support the achievement of improved health outcomes in Ontario.

PART B. PERFORMANCE OBLIGATIONS

Definitions

1. In this Schedule, the following terms have the following meanings:

“BOH Baseline” means the result at a given time for a performance indicator that provides a starting point for establishing targets for future board of health performance and measuring changes in such performance.

“Developmental Indicator” means a measure of performance or an area of common interest for creating a measure of performance that requires development due to factors such as the need for new data collection, methodological refinement, testing, consultation, or analysis of reliability, feasibility or data quality before being considered to be added as a Performance Indicator;

FUNDING YEAR 2011 - OBLIGATIONS

1. The Province will:
 - (a) Provide to the Board of Health technical documentation on the Performance Indicators set out in Table A including methodology, inclusions and exclusions for the Performance Indicators and their corresponding Performance Corridors; and,
 - (b) Provide the Board of Health with the values for the Performance Indicators set out in Table A.
2. **Both Parties** will,
 - (a) By December 2011 (or by such later date as mutually agreed to by the Parties), establish appropriate BOH Baselines for all Performance Indicators.
 - (b) Once BOH Baselines are established, develop Performance Targets for 2012 and 2013 for the Performance Indicators outlined in Table A;

- (c) Collaborate on the development of Developmental Indicators for areas of mutual interest including, but not limited to:
 - (i) physical activity;
 - (ii) healthy eating and nutrition;
 - (iii) child and reproductive health;
 - (iv) comprehensive tobacco control; and
 - (v) equity.

FUNDING YEARS 2012-13 - OBLIGATIONS

- 1. The Province will:
 - (a) Provide the Board of Health with values for the Performance Indicators set out in Table A.
- 2. **Both Parties** will,
 - (a) Establish appropriate BOH Baselines for Performance Indicators where required.
 - (b) Once remaining BOH Baselines are established, develop Performance Targets for 2012 and 2013 for the Performance Indicators outlined in Table A;
 - (c) By December 31, 2012 (or by such later date as mutually agreed to by the Parties), refresh Performance Targets for 2013 for the Performance Indicators outlined in Table A; and
 - (d) Collaborate on the development of Developmental Indicators for areas of mutual interest including, but not limited to:
 - (i) physical activity;
 - (ii) healthy eating and nutrition;
 - (iii) child and reproductive health;
 - (iv) comprehensive tobacco control; and
 - (v) equity.

Table A: Performance Indicators Based on Program Standards³				
INDICATOR	Baseline	Performance Target¹		
		2011²	2012	2013
% of high risk food premises inspected once every 4 months while in operation	TBD	Establish Baseline		
Proportion of pools and public spas by class inspected while in operation	TBD	Establish Baseline		
% of completed SDWS inspections, of those that are high risk, that are due for re-inspection	TBD	Establish Baseline		
Time between health unit notification of Gonorrhoea and initiation of follow up	TBD	Establish Baseline		
Time between health unit notification of an i-GAS case and initiation of follow up	TBD	Establish Baseline		
% of known high risk personal service settings inspected annually	TBD	Establish Baseline		
% of vaccine wasted by vaccine type (HPV, influenza, pneumococcal, and DPT) that are stored/ administered by the PHU	TBD	Establish Baseline		
% completion of reports related to vaccine wastage by vaccine type (HPV, influenza, pneumococcal, and DPT)	TBD	Establish Baseline		

Table A: Performance Indicators Based on Program Standards³				
INDICATOR	BOH Baseline	Performance Target¹		
		2011²	2012	2013
% of school-aged children who have completed immunizations for Hepatitis B, HPV and meningococcus	TBD	Establish Baseline		
% of youth (ages 12 - 19) who have never smoked a whole cigarette	TBD	Establish Baseline		
% tobacco vendor compliance with legislation by infraction type	TBD	Establish Baseline		
Fall-related emergency department visits by age group (age groups TBD)	TBD	Establish Baseline		
% of population that exceeds Low-Risk Drinking Guidelines	TBD	Establish Baseline		
Baby Friendly Initiative Status	TBD	Establish Baseline		

Notes:

- 1) Performance Corridors for each Performance Target are identified below the Performance Target in brackets.
- 2) BOH Baselines will be established for each Performance Indicator during Funding Year 2011, where possible. Reporting on Performance Targets will begin in Funding Year 2012.
- 3) Reporting on Organizational Standards and other items will begin in Funding Year 2012.