



Staff Report

Administration

Report To: Committee of The Whole
Meeting Date: October 6, 2020
Report Number: FAF.20.163
Subject: Memorandum of Understanding Between the Town of The Blue Mountains and the North East Grey Health Clinic
Prepared by: Shawn Everitt, Chief Administrative Officer

A. Recommendations

THAT Council receive Staff Report FAF.20.163, entitled "Memorandum of Understanding Between the Town of The Blue Mountains and the North East Grey Health Clinic";

AND THAT Council authorize the Mayor and Clerk to execute the Memorandum of Understanding between the Corporation of the Town of The Blue Mountains and the North East Grey Health Clinic for The Blue Mountains Community Health Clinic specifically as presented in Attachment 1 of this report.

B. Overview

This report outlines the request for authorization from Council for the Mayor and Clerk to sign a Memorandum of Understanding between the Town of The Blue Mountains and the North East Grey Health Clinic.

C. Background

The Town and the North East Grey Health Clinic have had a long-standing connection that was established with the creation of the Thornbury Medical Clinic located on Highway 26 in The Blue Mountains. The Thornbury Medical Clinic and the North East Grey Health Clinic are subject to an existing agreement that identified the North East Grey Health Clinic as the operators and owner of the Medical Clinic. The Thornbury Medical Clinic facility is designated as a Municipal Capital Facility.

The North East Grey Health Clinic developed a second Health Clinic in Meaford and operates this health clinic as well as The Blue Mountains Community Health Clinic. These two health clinics do not have similar agreements regarding the Municipal Capital Facility designation.

Over the past couple of years, discussions have taken place between Town staff and the North East Grey Health Clinic regarding whether to extend the current agreement or consider developing a new agreement specific to The Blue Mountains Community Health Clinic. The

Town's Director of Finance and IT Services will be bringing a future report forward to Council with options regarding the noted agreement.

Discussions between Town staff and the Chair and Treasurer of the North East Grey Health Clinic have identified the opportunity to extend other services.

Town staff, along with the Chair of the North East Grey Health Clinic and Councillor Sampson, the Council Representative of the North East Grey Health Clinic Board, have developed a draft Memorandum of Understanding using a similar process as the one the Town used with The Blue Mountains Public Library and The Blue Mountains Attainable Housing Corporation.

D. Analysis

The Memorandum of Understanding (Attachment 1) was developed by Town staff in consultation with the Chair of the North East Grey Health Clinic. The Board of the North East Grey Health Clinic endorsed the Memorandum of Understanding at the September 30, 2020 Board meeting.

The main premise of this Memorandum of Understanding is that the Town can provide staff resources to the Board of the North East Grey Health Clinic where required specifically for The Blue Mountains Community Health Clinic. Although, the Town and the North East Grey Health Clinic have an important partnership, it is critical that areas of responsibility are clearly defined and that resources provided are specific to The Blue Mountains Community Health Clinic.

Town staff have the enhanced ability, through the use of electronic timesheets, to record time allocations and monitor the resources and time provided to the North East Grey Health Clinic on a bi-weekly basis.

Staff will monitor the resource allocations and, when necessary, provide reports to Council that outline the staff time and resources being used by the North East Grey Health Clinic. These reports will form the basis of determining if revisions to the Memorandum of Understanding or other Fee for Services arrangements should be considered in the future.

E. Strategic Priorities

1. Communications and Engagement

We will enhance communications and engagement between Town Staff, Town residents and stakeholders.

2. Organizational Excellence

We will continually seek out ways to improve the internal organization of Town Staff and the management of Town assets.

3. Community

We will protect and enhance the community feel and the character of the Town, while ensuring the responsible use of resources and restoration of nature.

4. Quality of Life

We will foster a high quality of life for full-time and part-time residents of all ages and stages, while welcoming visitors.

F. Environmental Impacts

Minimal.

G. Financial Impact

Providing efficiencies to a key partner in physician recruitment and retention by utilizing in house expertise as a Fee for Service is being recommended by staff.

H. In consultation with

Senior Management Team

I. Public Engagement

The topic of this Staff Report has not been subject to a Public Meeting and/or a Public Information Centre as neither a Public Meeting nor a Public Information Centre are required.

J. Attached

1. Draft Memorandum of Understanding with the North East Grey Health Clinic

Respectfully Submitted,

Shawn Everitt
Chief Administrative Officer

For more information, please contact:
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MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE NORTH EAST GREY HEALTH CLINIC

(hereinafter referred to as the "NEGHC")

-and-

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

(hereinafter referred to as the "Town")

WHEREAS the Town is The Corporation of the Town of The Blue Mountains, incorporated pursuant to the provisions of the Municipal Act, 2001, S.O., 2002, c.25 as amended;

AND WHEREAS the NEGHC is The North East Grey Health Clinic that has been established as an Ontario Not for Profit, non-share capital corporation since May 17, 2007 and shall continue to operate in this manner for the duration of this Memorandum of Understanding;

AND WHEREAS the Town employs staff who have expertise in Human Resources, Finance, Communications and Information Technology Insurance and Risk Management, Marketing and Communications, Corporate Training, Legal, and Planning and Development to support The Blue Mountains Community Health Clinic;

AND WHEREAS the NEGHC and the Town are committed to cost-effective delivery of services of The Blue Mountains Community Health Clinic, avoiding unnecessary duplication and costs, and minimizing the impact of support services on ratepayers;

AND WHEREAS it is important to the NEGHC that specific expertise in certain administrative functions be utilized to benefit the NEGHC that are specific to The Blue Mountains Health Clinic;

AND WHEREAS NEGHC and the Town both wish to enter into an Agreement (the "Agreement") to provide certain services and support the Town is prepared to provide to NEGHC;

NOW THEREFORE NEGHC and Town hereby state as follows:

- 1) Chair refers to the Chair of the NEGHC.
- 2) The Board refers to the Directors of the NEGHC.
- 3) The Treasurer refers to the Treasurer of the NEGHC.
- 4) CAO refers to the Chief Administrative Officer for the Town of The Blue Mountains.
- 5) The Blue Mountains Community Health Clinic may also be commonly referred to as the Thornbury Medical Clinic
- 6) The NEGHC and the Town hereby acknowledge:
 - a) The NEGHC is a separate and independent corporate entity with independent corporate status from the Town and has been established to be the Landlord of The Blue Mountains Community Health Clinic and related services in the Town.
 - b) The Town is an independent entity separate from the NEGHC and provides municipal services to the residents of the Town pursuant to the provisions of the Municipal Act, 2001 and related legislation as amended from time to time.
 - c) The NEGHC has its own Business Plan and stated Mission, Vision and Values.

- d) The Blue Mountains Community Health Clinic has been designated as a Municipal Capital Facility and is subject to an Agreement between the Town of The Blue Mountains and the North East Grey Health Clinic dated 27, July 2010 and attached to this Memorandum of Understanding addendum 1.
- 7) The objective of this Agreement is to set forth the roles and responsibilities with regard to services that may be provided by Town staff for certain services that may be required by NEGHC as outlined in the Schedules attached hereto.
- 8) Acknowledgement of Distinct Roles and Relationships:
- a) While it is understood that the Chair or Board members do not have the authority to direct Town Staff, it is agreed that the Chair may directly approach the CAO for assistance and support as necessary to coordinate those services identified in the Schedules.
- b) Notwithstanding Section 7, the Town agrees to make best efforts to deliver the same level of responsiveness, quality and timeliness of services to NEGHC as is exercised by the Town with respect to these services.
- 9) The NEGHC and the Town commit to share and collaborate with regard to programs and services, in order to minimize duplications and schedule conflicts, and to maximize opportunities that may be helpful to either or both parties.
- 10) The Town and NEGHC agree on the provision of services that are listed in this Agreement and more particularly described in the schedules attached hereto.
- Schedule A: Human Resources Support
- 11) NEGHC and the Town acknowledge that the Town can provide those staff services as set out in the Schedules attached hereto within existing Town staff and equipment at a current staff rate to the NEGHC.
- 12) The parties agree that no costs will be charged to NEGHC, unless the cost has been approved in writing by NEGHC prior to any expenditure by the Town.
- 13) Town will deliver to NEGHC tracking of staff time for support services provided on an annual basis on the anniversary of this Agreement to adjust the appropriate services respectively.
- 14) NEGHC and the Town acknowledge and agree that the terms and provisions of this Agreement apply only to the services set out in the Schedules attached hereto and do not apply to any other agreements or arrangements that may exist from time to time between the Town and NEGHC, unless such other agreements are stated in writing to be subject to the terms and provisions of this Agreement.
- 15) NEGHC and CAO will identify alignment of, or differentiation between, Town and NEGHC policies and services.
- 16) Where external goods or services contracts are being considered by either organization, the Chair and CAO will extend or make assignable Fee-for-Service contracts or agreements to improve efficiency and reduce costs of services for both organizations.
- 17) Upon execution of this Agreement by NEGHC and the Town, staff on behalf of the NEGHC and the Town respectively will adopt the services identified in the schedules forthwith.

- 18) If at any time during the term of this Agreement either party deems it necessary or expedient to make any alteration or addition to this Agreement, they will give written notice of the proposed amendment to the other party. Following agreement of execution of the amendment it will become an addendum and form part of this Agreement.
- 19) NEGHC shall indemnify and hold harmless the Town and any elected officials, employees, and contractors of the Town, from and against any and all lawsuits, claims, losses, liabilities or damages (including reasonable legal fees and other related expenses) howsoever arising from or in connection with the performance of the Town's obligations under this Agreement; provided, however, that NEGHC's obligation under this Section shall be reduced to the extent that the lawsuit, claim, loss, liability or damage experienced by the Town, is caused by or is otherwise directly related to the Town's own willful misfeasance, bad faith, or negligence, or to the reckless disregard of its duties under this Agreement.
- 20) Any matters in dispute between the parties in relation to this Agreement may be referred by either party to a committee to be struck including two members of Council, two Directors of the NEGHC who are not also Councilors, and the CAO and Chair. This committee will be tasked with determining a process of dispute resolution which may include third party mediation.
- 21) The NEGHC and the Town hereby agree that either party to this Agreement may terminate the Agreement upon providing to the other party no less than two (2) months written notice of its intention to do so.
- 22) The NEGHC and the Town hereby agree that this Agreement will come into effect on the first day of _____, 2020 and will continue until such time as either party terminates this Agreement in accordance with the provisions of paragraph 20.
- 23) Any notice or other communication to be given in connection with this Agreement will be given in writing by the Chair and the CAO.

This AGREEMENT is hereby executed

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Council Resolution

Mayor, Alar Soever

Town Clerk, Corrina Giles

THE NORTH EAST GREY HEALTH CLINIC

NEGHC Resolution

NEGHC Chair

DRAFT

SCHEDULE "A"

HUMAN RESOURCES SUPPORT

- 1) The Town Human Resources (HR) will provide advice and support to NEGHC upon request. HR advice and support are non-binding, and all decisions will continue to be made by the NEGHC. Advice will be on procedural inquiries and will not be a legal opinion.
- 2) If NEGHC requests advice and support from the HR Division, the Chair, Treasurer or Board must sign off on the estimated charge before work is commenced. Examples of external HR services include but are not limited to legal advice, mediation, or workplace investigations.
- 3) NEGHC will adhere to the Employment Standards Act and to all other relevant Acts and will align its own policies with those.
- 4) NEGHC will ensure compliance with current Health and Safety legislation and be responsible for providing its own forms for inspections, incident and accident reports.
- 5) NEGHC is responsible for registration, all reporting, payments and claims management with the Workplace Safety and Insurance Board for any contract entities, staff and/or volunteers.
- 6) NEGHC will be responsible for providing payroll services including statutory deductions for any contract entities or staff.
- 7) Discipline and termination of contract entities and/or staff is the sole responsibility of the NEGHC.

Addendum 1

Agreement between the Town and the North East Grey Health Clinic

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