



Committee of the Whole

Meeting Date: September 14, 2021

Submitted by: Brent Kerwin, Strathmere Lodge Administrator

SUBJECT: Strathmere Lodge Staff Educator Contract Renewal

BACKGROUND:

In 2010, County Council approved a contractual agreement with the current Staff Educator, Lena Hodgins. The contractual agreement with Ms. Hodgins has been renewed several times since.

ANALYSIS:

The focus for staff training at Strathmere Lodge must be fourfold:

- meet the needs of resident care;
- satisfy Occupational Health and Safety legislation;
- comply with the Accessibility for Ontarians with Disabilities Act (AODA); and
- comply with Ministry of Long Term Care legislative requirements.

As noted in provincial Long Term Care Home legislation:

Training and orientation program

216. (1) *Every licensee of a long-term care home shall ensure that a training and orientation program for the home is developed and implemented to provide the training and orientation required under sections 76 and 77 of the Act.*

(2) *The licensee shall ensure that, at least annually, the program is evaluated and updated in accordance with evidence-based practices and, if there are none, in accordance with prevailing practices.*

(3) *The licensee shall keep a written record relating to each evaluation under subsection (2) that includes the date of the evaluation, the names of the persons who participated in the evaluation, a summary of the changes made and the date that those changes were implemented.*

Designated lead

217. *The licensee shall ensure that there is a designated lead for the training and orientation program.*

Strathmere Lodge engaged a part-time Staff Educator in 2010, on a contract basis, to develop, deliver and oversee a coordinated training plan for all employees. This position ensures that

Strathmere Lodge has a consistent approach to training and provides the necessary evaluation of programs so that all staff members have the proper skills regardless of their role in the organization. The importance and broad scope and extent of the Staff Development and Education Program at Strathmere Lodge cannot be over-emphasized.

Initially, the position was 24 hours per week, but due to an increasing need for staff development, especially mandatory education related to the Long Term Care Homes Act and associated regulation, Occupational Health and Safety legislation, and the Quality Improvement Program requirement of Health Quality Ontario, it was increased to 32 hours weekly in 2012.

The Lodge benefits from the filling of this position through:

- improved marketability derived from a knowledgeable, competent and motivated staff;
- a safer and healthier workplace with fewer and less severe workplace injuries resulting in reduced costs;
- fewer unmet criteria noted at Ministry of Long Term Care Compliance reviews, and complaint and critical incident investigations;
- greater ability to attract and retain qualified employees; and
- (most importantly) increased resident and family satisfaction, and improved quality of care.

Ms. Hodgins continues to deliver a valued service to the Lodge and to play an important role in providing quality education to the staff. The Lodge Managers unanimously support her contract being extended.

An updated draft agreement is attached. The agreement provides for a 1.70% increase in the hourly wage rate.

RECOMMENDATION:

1. That the contract between Strathmere Lodge and Lena Hodgins for the provision of Staff Educator services be renewed for the period Sept. 1, 2021 to August 31, 2022.

And

2. That the Lodge Administrator be authorized to sign the agreement.

Attachment

Agreement for Staff Education Services

THIS AGREEMENT effective the 1st day of September, 2021.

B E T W E E N:

STRATHMERE LODGE

“the Home”

-and-

LENA HODGINS

“The Staff Educator”

WHEREAS the Home has identified a need for staff education services in accordance with its obligations pursuant to the *Long-Term Care Homes Act*;

AND WHEREAS the Staff Educator carries on business supplying staff education services that will satisfy the support required by Home and the *Long-Term Care Homes Act*;

AND WHEREAS the Home wishes to engage the services of the Staff Educator;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Home and the Staff Educator mutually agree as follows:

1. DEFINITIONS

In this Agreement, the following words and phrases shall have the meaning attributed to each as follows:

- 1.1 **“Agreement”** means this Agreement for Staff Education Services and inclusive of all recitals and covenants.
- 1.2 **“Services”** means the staff education services provided by the Staff Educator to the Home and includes:
- Provision of 32 hours per week of educational services to staff;
 - Provision of training and orientation programming;
 - Provision of training and education to staff of evidence-based best practices in healthcare, as they may be updated from time to time;
 - Answering questions from staff that may arise as a result of their duties or the training and education; and
 - Working with the Home to evaluate the training, orientation and education programming on an annual basis.

2. ENGAGEMENT

- 2.1 The Staff Educator shall provide the Services to the Home as directed by the Home and in accordance with all the Home policies in force at the time of the provision of the Services.
- 2.2 The Services shall be a scheduled based on the Staff Educator's availability and the Home need, as mutually agreed by the Parties.
- 2.3 The Staff Educator warrants that it carries on business providing staff education services and has the knowledge, skill and expertise necessary to perform the Services. The Parties agree that nothing in this Agreement prevents or restricts the Staff Educator from providing services to other entities and the Home acknowledges that at the date of this Agreement the Staff Educator provides services to other entities.
- 2.4 The Staff Educator, in providing the Services, shall ensure that the Services are provided to the Home in accordance with all federal and provincial laws, statutes and regulations and local by-laws or policies that may be in force from time to time.
- 2.5 The Staff Educator shall report on the Services to the Administrator of the Lodge, Mr. Brent Kerwin or his successor or a designate of the Administrator as may be directed.

3. TERM

- 3.1 The term of this Agreement shall begin on the effective date of the Agreement noted at the top of page 1 and continue for a period of one year from the effective date.
- 3.2 At any time prior to the expiration of the term of this Agreement as set out in section 3.1, the Parties may mutually agree to renew the contract on the terms set out herein on a year over year basis and should such a renewal occur this Agreement shall terminate in accordance with Section 8, Termination, of this Agreement.

4. COMPENSATION

- 4.1 The Home shall pay the Staff Educator on an hourly rate basis and the rate shall be \$38.21 (plus HST) per hour.
- 4.2 A one-time, non-recurring, non-annual payment in an amount that shall be the lesser of \$600.00 or the real cost of the insurance shall be contributed toward the Staff Educator's liability insurance within 30 days of the Home receiving proof of insurance as required and set out in section 7.4 of this Agreement.
- 4.3 Mileage shall be paid to the Staff Educator for approved and directed travel at the rate of \$0.55/km, such mileage shall be indicated on the statement of account / invoice referred to in section 4.5.

- 4.4 The Home shall pay the Staff Educator for reasonable expenses incurred in performing the Services that are approved and directed by the Home. Such expenses shall be included with the statement of account / invoice referred to in section 4.5 and for any such expense payment the statement of account / invoice shall be accompanied by proof of the expense. Any variation between the documentation of the expense and the amount described in the statement of account / invoice shall be reconciled in favour of the documented amount and not the statement of account / invoice line item. Should there be no documentation accompanying the statement of account / invoice for any expenses then the Home shall not pay for the expense. For greater certainty, insurance required by sections 7.4 and 7.5 of this Agreement shall not be considered reasonable expenses pursuant to this Section 4.4.
- 4.5 All payments made by the Home to the Staff Educator under this Agreement shall be made without deductions in respect of, but not limited to, remittances required under the *Income Tax Act*, *Canada Pension Plan*, or *Employment Insurance Act*. These remittances, as well as any remittances required under the *Workplace Safety and Insurance Act* and the *Employer Health tax Act*, are the sole responsibility of the Staff Educator. The Staff Educator acknowledges responsibility for arranging for and paying all applicable payments, premiums, and/or penalties under any federal or provincial legislation with respect to the Services provided under this Agreement.
- 4.6 The Staff Educator shall provide the Home with bi-weekly statements of account / invoices.
- 4.7 Payments will be made by the Home to the Staff Educator on a schedule consistent with the Home's regular payroll cycle.
- 4.8 Each statement of account submitted to the Home shall identify the aspects of the Services that have been completed during the billing period.

5. EQUIPMENT AND PROPERTY

- 5.1 From time to time the Staff Educator will be provided with possession of the Home property including, but not limited to, documentation, records or confidential information. At the expiry or termination of this Agreement, the Staff Educator hereby agrees to return to the Home any and all such items and any copies that have been created. Where digital copies have been created and are located on the equipment of the Staff Educator the Staff Educator hereby agrees to destroy such copies at the direction of the Home.
- 5.2 The Staff Educator agrees that it will use industry standard information technology security software and practices to protect any data, whether confidential or not, that the Staff Educator may have in its possession or may access in relation to the Services.

6. CONFIDENTIALITY

- 6.1 The Staff Educator shall treat the Home information and the Home employee information as confidential, including but not limited to information related to business affairs, operations, proprietary practices, correspondence, documents, labour relations, employment matters and personal information.
- 6.2 The Staff Educator acknowledges that the Home is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M56 ("MFIPPA") and as a result, some information may at times need to be disclosed by the Home as a statutory requirement. The Staff Educator agrees that the Home shall have no obligation to the Staff Educator and the Staff Educator does hereby fully release the Home from any liability with respect to information which the Home discloses in accordance with a lawful statute applicable in Ontario, including MFIPPA, or which it is ordered to disclose by the Office of the Information and Privacy Commissioner or any court or tribunal of competent jurisdiction.

7. GENERAL TERMS

- 7.1 **Best Efforts:** the Home shall use its best efforts to provide the Staff Educator and any of its agents or employees with access to information that the Home possesses and that may be required for the completion of the Services.
- 7.2 **Independent Contractor:** The Staff Educator acknowledges that in providing the Services it does so as an independent contractor and for the sole purpose of performing the Services. The Staff Educator and any of its personnel are not engaged as an employee, servant or agent of the Home. For greater certainty, the Staff Educator acknowledges that it shall not be entitled to receive any fringe benefits, sick leave, health or life insurance coverage, WSIB premium payment or to participate in OMERS or any other benefit or pension plan of the Home. The Parties specifically covenant that:
- 7.2.1 The relationship between the parties is that of an independent contractor;
 - 7.2.2 The Staff Educator is not an employee of the Home and shall not represent itself as such;

- 7.2.3 Nothing herein shall be construed so as to make the Staff Educator an employee of the Home, or impose any liability as employer or employee as the case may be;
- 7.2.4 The Staff Educator does not have the authority to bind the Home to any contract, purchase, partnership, arrangement or any other relationship and the Staff Educator shall not hold himself out to be an agent of the Home with such authority at any time.
- 7.3 **Working Facilities:** the Home shall provide the Staff Educator with the appropriate office space and facilities, suitable and adequate to perform the Services of a Staff Educator.
- 7.4 **Insurance:** The Staff Educator will obtain and maintain professional liability insurance coverage in an amount of not less than \$1,000,000.00 at its own expense until the completion, suspension or termination of the Services and provide the Home with evidence of insurance coverage that is satisfactory to the Home in its sole and absolute discretion.
- 7.5 **Auto Insurance:** The Staff Educator represents and warrants that it will be using vehicles which it owns in carrying out the Services when any travel is required. The Staff Educator agrees and warrants that when operating such vehicles, the vehicle and driver shall be insured with valid and active insurance coverage in the amount of at least \$1,000,000 per occurrence, which covers the Staff Educator's use at all times when the Staff Educator uses the vehicle.
- 7.6 **Indemnity:** The Staff Educator shall indemnify and save harmless the Home from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Home, its employees, officers, or agents may suffer to the extent the Staff Educator is legally liable as a result of the negligent acts, errors or omissions of the Staff Educator, its employees, officers or agents in the performance of this Agreement. The Staff Educator further indemnifies the Home from any regulatory penalties, fees, premiums or amounts owed that may arise as a result of the provision of the Services.
- 7.7 **Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages which produces a paper record, which includes facsimile transmission, ("Transmission") during normal business hours or sent by registered mail, postage prepaid, addressed to:

The Staff Educator:

Lena Hodgins
566 Elliott Drive
RR#4, Thedford, ON
N0M 2N0
Phone: 519-639-6651

The Home:

Strathmere Lodge
599 Albert Street
Strathroy
N7G 3J3
Phone: 519-245-2520

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such that is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 7.8 **Waiver of Rights:** Any waiver of, or consent to depart from the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving the waiver, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 7.9 **Applicable Law:** This Agreement shall be governed by, interpreted and enforced in accordance with the laws in the Province of Ontario and the laws of Canada as applicable in the Province of Ontario.
- 7.10 **Entire Agreement, Modifications, Headings, Severability:** The parties acknowledge that this Agreement and the Proposal constitute the entire Agreement between the Parties with respect to the Services and that when read together, supersede all prior representations, warranties, agreements, and understandings, oral or written, between the parties with respect to the Services. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the

Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

- 7.11 **Counterparts:** This Agreement may be executed by the parties in separate counterparts, each of which is, once so executed and delivered, shall be an original, but all such counterparts held together constitute one and the same instrument.

8. TERMINATION

Either Party may terminate this Agreement at any stage of the term of this Agreement by providing ninety (90) days' written notice.

9. DISPUTE RESOLUTION

Upon written request to resolve disputes sent by one party to the other, the parties shall resolve all disputes arising out of or in connection with this Agreement pursuant to this section. Disputes include but are not limited to the interpretation of and disagreements with regard to this Agreement, the Request for Proposal and the Proposal. Upon receipt by the receiving party of a written request to resolve disputes, the parties shall first attempt to resolve all disputes by way of formal negotiation between the parties and their appointed representatives. If the disputes cannot be settled within thirty (30) days from the receipt of the written request to resolve disputes by the receiving party, then the parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within ninety (90) days from the receipt of written request to resolve disputes by the receiving party, or such longer period as may be agreed to by the parties, the parties shall refer the matter forthwith to an arbitration which shall finally resolve the dispute(s). The aforementioned arbitration shall be conducted in accordance with the Ontario *Arbitrations Act, 1991*, SO 1991, c 17, as amended.

10. FORCE MAJEURE

Neither party shall be liable for any non-performance hereunder due to acts beyond its control, including fires, explosions, accidents, labour disturbances, floods, droughts, earthquake, embargoes, wars, civil commotion, acts of God, action of any governmental authority, delays, or any causes beyond the control of the party hereto affected thereby whether or not of the kind hereinbefore specified; provided, however, that the party so affected will use its best efforts to remedy any such non-performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

11. BINDING

This agreement shall enure to the benefit of, and be binding upon, the parties hereto their executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals over the hands of their respective proper officers duly authorized in that behalf.

Date:

Strathmere Lodge

Per: _____
Brent Kerwin

I have authority to bind Strathmere Lodge

Date:

Lena Hodgins
