Ontario

**Ministry for Seniors and Accessibility**

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December 1, 2021

**MEMORANDUM TO:** Taras Natyshak
Chair of the Standing Committee on Public Accounts

**FROM:** Carlene Alexander
Deputy Minister
Ministry for Seniors and Accessibility

**RE:** **Ministry's Transfer Payment Agreements for COVID-19 Retirement Homes Support Program ($60.9M)**

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Dear Chair,

Thank you for your November 25, 2021 request for a copy of the transfer payment agreement for the COVID-19 Retirement Homes Support Program ($60.9M). This request was forwarded to me by the Ministry of Health's Deputy Minister, Dr. Catherine Zahn, as it relates to the transfer payment agreement administered by the Ministry for Seniors and Accessibility.

The COVID-19 pandemic resulted in significant operational costs for retirement homes to prevent and contain COVID-19 outbreaks.

Among the initiatives to respond to the COVID-19 pandemic, the government allocated over $60M in funding to the retirement homes sector over two fiscal years (2019-20 and 2020-21) to protect residents and staff against the spread of COVID-19 in retirement homes.

The funding supported ongoing infection prevention and control (IPAC) in licensed retirement homes, including personal protective equipment (PPE), supplies for environmental cleaning, and staffing to support IPAC implementation, expertise, audits, supervision, as well as on-site testing.

To distribute the funding to licensed retirement homes, the Ministry for Seniors and Accessibility (MSAA) entered into a Transfer Payment Agreement (TPA) with the Ontario Retirement Communities Association (ORCA) to deliver the COVID-19 Retirement Homes Support Program on March 30, 2020 with $20.0M.

To increase funding to the sector throughout the pandemic, MSAA amended the TPA twice to provide additional funding to the sector. The first TPA amendment was entered into on November 18, 2020 for the amount of $10.9M and the second TPA amendment was entered into on March 5, 2021 for the amount of $30.0M.

Please see the attached agreements for details. If you require further information, please contact Jacqueline Cureton, Assistant Deputy Minister, Policy, Programs and Strategic Partnerships at Jacqueline.Cureton@ontario.ca.

Sincerely,

Carlene Alexander
Deputy Minister

Enclosure:
*Transfer Payment Agreement – March 30, 2020*
*Transfer Payment Agreement – November 18, 2020*
*Transfer Payment Agreement – March 5, 2021*

c: Bonnie Lysyk, Auditor General
Jacqueline Cureton, Assistant Deputy Minister, Ministry for Seniors and Accessibility

# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 30th day of March, 2020

**BETWEEN:**

**Her Majesty the Queen in right of Ontario**
**as represented by the Ministry for Seniors and Accessibility**

(the **"Province")**

**- and -**

**Ontario Retirement Communities Association**

(the **"Recipient")**

## CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

## 1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 4.1,

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.

## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## 3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(d) (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Ministry for Seniors and Accessibility**

X

Name: The Honourable Raymond Cho

Title: Minister for Seniors and Accessibility

March 30th/20

Date

**Ontario Retirement Communities Association**

_March 30th, 2020__

Date

I have authority to bind the Recipient.

X

Name: Michael Lavallée

Title: Chair, Board of Directors

March 30, 2020

Date

## SCHEDULE “A”
## GENERAL TERMS AND CONDITIONS

### A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply 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 Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

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

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to enable the Recipient's ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

(h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

## A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

## A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or

(d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

(b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as 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.

## A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section A17.1, any other reports as may be 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 Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A7.2;

(b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province for the Project; and

(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will 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 Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified

Parties.

## A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, 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 a project similar to the Project 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 the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient'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.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

  (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient 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 the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);

(b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

A13.2 **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 Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A13.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient 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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

## A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

## A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will 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 will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise 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 their full extent.

## A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"
## PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| **Maximum Funds** | $20,000,000 |
| **Expiry Date** | March 31, 2021 |
| **Amount for the purposes of section A5.2 (Disposal) of Schedule "A"** | $10,000 |
| **Insurance** | $ 2,000,000 |
| **Contact information for the purposes of Notice to the Province** | Don Embuldeniya<br>**Position:** Director, Seniors Strategy<br>**Address:** Suite 601C, 777 Bay Street, Toronto, ON M7A 2J4<br>**Email:** don.embuldeniya@ontario.ca |
| **Contact information for the purposes of Notice to the Recipient** | Cathy Hecimovich<br>**Position:** Chief Executive Officer<br>**Address:** 2401 Bristol Circle, Suite 202 Oakville, ON L6H 5S9<br>**Email:** cathy@orcaretirement.com |
| **Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement** | Wayne Ingleton<br>**Position:** Director, Finance<br>**Address:** 2401 Bristol Circle, Suite 202 Oakville, ON L6H 5S9<br>**Email:** wayne@orcaretirement.com |

**Additional Provisions**:

None

## SCHEDULE "C"
## PROJECT

### Background and Objectives

The Recipient will carry out the delivery of the COVID-19 Retirement Homes Support Program (Program) to protect seniors in retirement homes through increased infection control and active screening procedures.

### Project description

The Province is providing funds to the Recipient in 2019-20 and 2020-21 to undertake the following activities:

1. Establishment and administration of the Program

- The Recipient will set up a payment delivery system and provide access to the program for all retirement homes in Ontario licensed by the Retirment Homes Regulatory Authority under the *Retirement Homes Act, 2010* (i.e. both members and non-members of the Ontario Retirement Communities Association).
- The Recipient will track key program performance measures related to the above activities an report back to the Province, as listed in Schedule F (Reports).

2. Provide funding to licensed retirement homes

- The Recipient will provide funding to retirement homes licensed by the Retirment Homes Regulatory Authority under the *Retirement Homes Act, 2010*.
- The Recipient will distribute funding to all licensed homes to protect seniors in retirement homes through increased infection control and active screening procedures, as follows:
  a) Up to 25 per cent of the funding to be distributed equally to all licensed homes to cover fixed costs (i.e. costs incurred at approximately the same rate regardless of the size of the home or number of residents). Eligible costs include:
    - **Active screening**, including staffing to conduct 24/7 screening of staff and visitors, and ongoing screening of residents.
    - **Infection control cleaning supplies**, including additional cleaning staff or specialized infection control services and cleaning supplies (e.g. disinfectant, gloves).

  b) Up to 75 per cent of the funding to be distributed to licensed homes based on the number of suites in the home to cover variable costs (i.e. costs that are incurred at significantly different rates depending on the size of the home or number of residents). Eligible costs include:

  - **Personal Protective Equipment (PPE)**, such as face masks, gloves, eye protection, and gowns.
  - **Staffing,** including backfill for front-line staff if employees are absent due to COVID-19 (e.g. staff self-isolating after failing screening or showing symptoms); and additional staffing as required to support prevention and containment, including to provide increased levels of service (e.g., shopping for groceries and supplies for residents, delivery of meals, provision of care to residents who may be diagnosed with COVID-19 and need to be isolated).

- Due to the rapidly changing status and broad impact of the pandemic, retirement homes will be allotted some flexibility to utilize funding for additional items that support infection control and active screening measures that are based on clinical evidence, or advice by a physician or other regulated health practitioners with expertise in infection control.
- Ineligible costs include any expenditures incurred by retirement homes not related to prevention and containment of COVID-19.

## SCHEDULE "D"
## BUDGET

| COVID-19 Retirement Support Program<br>March 25, 2020 - March 31, 2021 | | |
|---|---|---|
| **Description** | **Amount** | |
| | **2019-20** | **2020-21** |
| Funding to retirement homes for fixed costs | $2,500,000 | $2,500,000 |
| Funding to retirement homes for variable costs | $7,476,000 | $7,476,000 |
| Administration and office costs (including staffing, technology for delivery mechanism and accounting) | $24,000 | $24,000 |
| **TOTAL** | ***$10,000,000*** | ***$10,000,000*** |
| | | |

## SCHEDULE "E"
## PAYMENT PLAN

| PAYMENT MILESTONE | TIMING | AMOUNT |
|---|---|---|
| Upon the Province receiving two fully executed copies of the agreement. | March 31, 2020 | $10,000,000 |
| Disbursement of funds for immediate infection control and active screening expenditures. | April 15, 2020 | $10,000,000 |
| **TOTAL** | | **$20,000,000** |

## SCHEDULE "F"
## REPORTS

**The Recipient will provide the Province with:**

- A Fiscal Year-End Report for the period ending March 31, 2020, due August 31, 2020.
- A Final Year-End Report for the period ending September 30, 2020, due December 31, 2020.
- Audited financial statement of Project expenditures due June 30, 2021.

**Each Fiscal Year-End Report will include the following items:**

a) An update on the status and progress of the Program.

b) An indication of whether the objectives of the Program are being / were met.

c) The following performance measures:
   - Number of licensed retirement homes funded;
   - Number of staff employed by retirement home prior to March 15, 2020;
   - Number of staff employed by the retirement home after March 15, 2020
   - Number of residents found to have signs/symptoms of COVID-19;
   - Number of residents recommended for testing/treatment for COVID-19;
   - Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain); and,
   - Amount of funding provided to each retirement home for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, and other.

d) Identification of any risks that might have an impact on the achievement of the objectives and activities for the Project and program (as set out in Schedule "B"), and any action the Recipient has taken or will take to address or mitigate these risks.

e) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

f) Any other details that may be requested by the Province.

# ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

This Amending Agreement No.1 effective as of the 18th day of November, 2020

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister for Seniors and Accessibility

(the "Province")

- and -

Ontario Retirement Communities Association

(the "Recipient")

BACKGROUND

1. The Province and the Recipient entered into an agreement effective as of the 30th day of March, 2020 (the "Agreement").

2. The Parties wish to amend the Agreement in the manner set out in Amending Agreement No.1.

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

1. Capitalized terms used but not defined in this amending agreement No.1 (the "Amending Agreement No.1") have the meanings ascribed to them in the Agreement.

2. Schedule "B" is amended to reflect that the Maximum Funds are $30,900,000.00.

3. Schedule "B" is amended to reflect that the Expiry Date is August 31, 2022.

4. Schedule "C" is amended by deleting the phrase "Schedule F (Reports)" and replacing it with "Schedule F1 (Reports)".

5. Schedule "D" of the Agreement is deleted and replaced with Schedule "D1", attached to Amending Agreement No.1 as Appendix "1".

6. Schedule “E” of the Agreement is deleted and replaced with Schedule “E1”, attached to Amending Agreement No.1 as Appendix “2”.

7. Schedule “F” of the Agreement is deleted and replaced with Schedule “F1”, attached to Amending Agreement No.1 as Appendix “3”.

8. The Agreement is amended to reflect that wherever the conjunction “and”, or “or” is used before the last item on a list, and the last item on the list has beendeleted, or one or more new items have been added at the end of the list, the subject conjunction shall be deemed to have been moved to the end of the penultimate item on the amended list.

9. Amending Agreement No.1 shall be effective as of the date set out at the top of Amending Agreement No.1.

10. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement No.1 on the dates set out below.

- SIGNATURE PAGE FOLLOWS -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**
**as represented by the Minister for Seniors and Accessibility**

Raymond Cho

Name: The Honourable Raymond Cho
Title: Minister for Seniors and Accessibility

November 20/2020
Date

**Ontario Retirement Communities Association**

Cathy Hecimovich

Name: Cathy Hecimovich
Title: CEO

November 18th, 2020
Date

Sharon Ranalli
Sharon Ranalli (Nov 18, 2020 15:47 EST)

Name:
Title:

November 16, 2020

Date:

I/We have authority to bind the Recipient.

Appendix “1”

Attached to and forming part of Amending Agreement No.1 entered into between the Province and the Recipient dated the 18th day of November, 2020.

SCHEDULE “D1”

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 30th day of March 2020.

| COVID-19 Retirement Homes Support Program<br>March 25, 2020 - March 31, 2021 | | |
|---|---|---|
| Description | Amount | |
| | 2019-20 | 2020-21 |
| Funding to retirement homes for fixed costs | $2,500,000 | $5,225,000 |
| Funding to retirement homes for variable costs | $7,476,000 | $15,624,840 |
| Administration and office costs (including staffing, technology for delivery mechanism and accounting) | $24,000 | $50,160 |
| TOTAL | $10,000,000 | $20,900,000 |
| | | |

Appendix “2”

Attached to and forming part of Amending Agreement No.1 entered into between the Province and the Recipient dated the 18th day of November, 2020.

SCHEDULE “E1”
PAYMENT PLAN

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 30th day of March 2020.

| PAYMENT MILESTONE | TIMING | AMOUNT |
|---|---|---|
| Upon the Province receiving two fully executed copies of the agreement. | March 31, 2020 | $10,000,000 |
| Disbursement of funds for immediate infection control and active screening expenditures. | April 15, 2020 | $10,000,000 |
| Upon the Province receiving two fully executed copies of the amending agreement. | On or before November 24, 2020 | $10,900,000 |
| TOTAL | | $30,900,000 |

Appendix “3”

Attached to and forming part of Amending Agreement No.1 entered into between the Province and the Recipient dated the 18th day of November, 2020.

SCHEDULE “F1”
REPORTS

Attached to and forming part of Agreement entered into between the Province and the Recipient dated the 30th day of March 2020.

The Recipient will provide the Province with:

- A Fiscal Year-End Report for the period ending March 31, 2020, due August 31, 2020.
- A Fiscal Year-End Report for the period from April 1, 2020 to September 30, 2020, due December 31, 2020.
- A Fiscal Year-End Report for the period from October 1, 2020 to March 31, 2021, due April 30, 2021.
- Audited financial statement of Project expenditures for the period from January 1, 2020 to December 31, 2020 due June 30, 2021.
- Audited financial statement of Project expenditures for the period from January 1, 2021 to December 31, 2021 due June 30, 2022.

Each Fiscal Year-End Report will include the following items:

a) An update on the status and progress of the Project for each reporting period.

b) An indication of whether the objectives of the Project are being / were met for each reporting period.

c) The following performance measures:
   - Number of licensed retirement homes funded for each reporting period;
   - Number of staff employed by the retirement home for each reporting period;
   - Number of residents found to have signs/symptoms of COVID-19 for each reporting period;
   - Number of residents recommended for testing/treatment for COVID-19 for each reporting period;
   - Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain) for each reporting period; and,

- o Amount of funding provided to each retirement home for each reporting period for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, and other.

d) Identification of any risks that might have an impact on the achievement of the objectives and activities for the Project and program (as set out in Schedule “C”), and any action the Recipient has taken or will take to address or mitigate these risks.

e) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

f) Any other details that may be requested by the Province.

# ORCA Amending Agmt Nov 18

Final Audit Report 2020-11-18

| | |
|---|---|
| Created: | 2020-11-18 |
| By: | Cathy Hecimovich (c.hecimovich@sympatico.ca) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJA6gUkcfVcjbpMD6MbFKOWQl3ASTQQR6 |

## "ORCA Amending Agmt Nov 18" History

Document created by Cathy Hecimovich (c.hecimovich@sympatico.ca)

2020-11-18 - 8:37:20 PM GMT- IP address: 70.31.26.130

Document emailed to Sharon Ranalli (sranalli@chartwell.com) for signature

2020-11-18 - 8:38:17 PM GMT

Email viewed by Sharon Ranalli (sranalli@chartwell.com)

2020-11-18 - 8:46:54 PM GMT- IP address: 64.233.172.43

Document e-signed by Sharon Ranalli (sranalli@chartwell.com)

Signature Date: 2020-11-18 - 8:47:29 PM GMT - Time Source: server- IP address: 24.114.218.41

Agreement completed.

2020-11-18 - 8:47:29 PM GMT

# ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

**This Amending Agreement No. 2** effective as of the 5th day of March 2021

**B E T W E E N:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**
**as represented by the Minister for Seniors and Accessibility**

(the **"Province"**)

**- and -**

**Ontario Retirement Communities Association**

(the **"Recipient"**)

**BACKGROUND**

1. The Province and the Recipient entered into an agreement effective as of the 30th day of March 2020 (the **"Agreement"**).

2. The Agreement was amended as of the 18th day of November 2020 in the manner set out in Amending Agreement No. 1 (the "**Amending Agreement No. 1**").

3. The Parties wish to amend the Agreement in the manner set out in Amending this Agreement No. 2.

**IN CONSIDERATION** of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement No.2 (the **"Amending Agreement No. 2"**) have the meanings ascribed to them in the Agreement.

2. Schedule "B" is amended to reflect that the Maximum Funds are $60,900,000.00.

3. Schedule "B" is amended to reflect that the Expiry Date is August 31, 2021.

4. Schedule "C" is deleted and replaced with Schedule "C1", attached to Amending Agreement No.2 as Appendix "1".

5. Schedule “D1” of the Agreement is deleted and replaced with Schedule “D2”, attached to Amending Agreement No. 2 as Appendix “2”.

6. Schedule “E1” of the Agreement is deleted and replaced with Schedule “E2”, attached to Amending Agreement No. 2 as Appendix “3”.

7. Schedule “F1” of the Agreement is deleted and replaced with Schedule “F2”, attached to Amending Agreement No. 2 as Appendix “4”.

8. The Agreement is amended to reflect that wherever the conjunction “and”, or “or” is used before the last item on a list, and the last item on the list has been deleted, or one or more new items have been added at the end of the list, the subject conjunction shall be deemed to have been moved to the end of the penultimate item on the amended list.

9. Amending Agreement No. 2 shall be effective as of the date set out at the top of Amending Agreement No. 2.

10. Except for the amendments provided for in Amending Agreement No. 2, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement No. 2 on the dates set out below.

**- SIGNATURE PAGE FOLLOWS -**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**
**as represented by the Minister for Seniors and Accessibility**

Raymond Cho
______________________________
Name: The Honourable Raymond Cho
Title: Minister for Seniors and Accessibility

March 5, 2021
____________________
Date

**Ontario Retirement Communities Association**

Cathy Hecimovich
______________________________
Name: Cathy Hecimovich
Title: CEO

March 5th, 2021
____________________
Date

Sharon Ranalli
______________________________
Name:
Title: CEO Board Chair
Date: March 5th, 2021

I/We have authority to bind the Recipient.

**Appendix "1"**

Attached to and forming part of Amending Agreement No.2 entered into between the Province and the Recipient dated the 5th day of March 2021.

**SCHEDULE "C2"**
**Project**

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 30th day of March 2020.

**Background and Objectives**

The Recipient will carry out the delivery of the COVID-19 Retirement Homes Support Program (Program) to protect seniors in retirement homes through increased infection control and active screening procedures.

**Project description**

The Province is providing funds to the Recipient in 2019-20 and 2020-21 to undertake the following activities:

1. Establishment and administration of the Program

    - The Recipient will set up a payment delivery system and provide access to the program for all retirement homes in Ontario licensed by the Retirement Homes Regulatory Authority under the *Retirement Homes Act, 2010* (i.e. both members and non-members of the Ontario Retirement Communities Association).

    - The Recipient will track key program performance measures related to the above activities and report back to the Province, as listed in Schedule F2 (Reports).

2. Provide funding of $30,900,000 to licensed retirement homes from March 25, 2020 to March 31, 2021 for costs incurred during that period:

    - The Recipient will provide funding to retirement homes licensed by the Retirement Homes Regulatory Authority under the *Retirement Homes Act, 2010*.

    - The Recipient will distribute funding to all licensed homes to protect seniors in retirement homes through increased infection control and active screening procedures, as follows:

      a) Up to 25 per cent of the funding to be distributed equally to all licensed homes to cover fixed costs (i.e., costs incurred at approximately the same rate regardless of the size of the home or number of residents). Eligible costs include:

        - **Active screening**, including staffing to conduct 24/7 screening of staff and visitors, and ongoing screening of residents.
        - **Infection control cleaning supplies**, including additional cleaning staff or specialized infection control services and cleaning supplies (e.g., disinfectant, gloves).

    b) Up to 75 per cent of the funding to be distributed to licensed homes based on the number of suites in the home to cover variable costs (i.e., costs that are incurred at significantly different rates depending on the size of the home or number of residents). Eligible costs include:

        - **Personal Protective Equipment (PPE)**, such as face masks, gloves, eye protection, and gowns.
        - **Staffing,** including backfill for front-line staff if employees are absent due to COVID-19 (e.g., staff self-isolating after failing screening or showing symptoms) and additional staffing as required to support prevention and containment, including to provide increased levels of service (e.g., shopping for groceries and supplies for residents, delivery of meals, provision of care to residents who may be diagnosed with COVID-19 and need to be isolated).

    - Due to the rapidly changing status and broad impact of the pandemic, retirement homes will be allotted some flexibility to utilize funding for additional items that support infection control and active screening measures that are based on clinical evidence, or advice by a physician or other regulated health practitioners with expertise in infection control.
    - Ineligible costs include any expenditures incurred by retirement homes not related to prevention and containment of COVID-19.

3. Provide additional funding of up to $30,000,000 to licensed retirement homes for costs incurred during the period January 1, 2021 to March 31, 2021.

    - The Recipient will provide funding to retirement homes licensed by the Retirement Homes Regulatory Authority under the *Retirement Homes Act, 2010* if they:
        - Are in compliance with reporting requirements for funding provided to date; and
        - Have used the funding on eligible costs as set out in this Schedule “C2” and for no improper or ineligible purpose.
    - The Recipient will distribute funding to all eligible licensed homes to protect seniors in retirement homes through increased infection control and active screening procedures, as follows:

a) Up to 40 per cent of the funding to be distributed equally to all licensed homes to cover fixed costs (i.e., costs incurred at approximately the same rate regardless of the size of the home or number of residents). Eligible costs include:

- **Active screening**, including staffing to conduct 24/7 screening of staff and visitors, and ongoing screening of residents.
- **Infection control cleaning supplies**, including additional cleaning staff or specialized infection control services and cleaning supplies (e.g., disinfectant, gloves).

b) Up to 60 per cent of the funding to be distributed to licensed homes based on the number of suites in the home to cover variable costs (i.e., costs that are incurred at significantly different rates depending on the size of the home or number of residents). Eligible costs include:

- **Personal Protective Equipment (PPE)**, such as face masks, gloves, eye protection, and gowns.
- **Staffing**, including backfill for front-line staff if employees are absent due to COVID-19 (e.g., staff self-isolating after failing screening or showing symptoms) and additional staffing as required to support prevention and containment, including to provide increased levels of service (e.g., shopping for groceries and supplies for residents, delivery of meals, provision of care to residents who may be diagnosed with COVID-19 and need to be isolated).
- **Infection Protection and Control (IPAC) and rapid antigen testing supports**, which includes staffing to support IPAC through increased leadership, audits, training, supervision, and on-site testing.

**Appendix “2”**

Attached to and forming part of Amending Agreement No. 2 entered into between the Province and the Recipient dated the 5th day of March 2021.

**SCHEDULE “D2”**
**Budget**

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 30th day of March 2020.

| COVID-19 Retirement Homes Support Program<br>Funding from March 25, 2020 - March 31, 2021 | | |
|---|---|---|
| **Description** | **Amount** | |
| | **2019-20** | **2020-21** |
| Funding to retirement homes for fixed costs | $2,500,000 | $5,225,000 |
| Funding to retirement homes for variable costs | $7,476,000 | $15,624,840 |
| Administration and office costs (including staffing, technology for delivery mechanism and accounting) | $24,000 | $50,160 |
| **TOTAL** | ***$10,000,000*** | ***$20,900,000*** |

| COVID-19 Retirement Homes Support Program<br>Funding to support costs incurred from January 1, 2021 - March 31, 2021 | | |
|---|---|---|
| **Description** | | **2020-21 Amount**<br>(Jan 1 to Mar 31) |
| Funding to retirement homes for fixed costs | • To support active screening and infection control<br>• To support PPE and staffing, including staff to support IPAC through increased leadership, audits, training, supervision, and testing. | $11,980,000 |
| Funding to retirement homes for variable costs | | $17,970,000 |
| Administration and office costs (including staffing, technology for delivery mechanism and accounting) | | $50,000 |
| **TOTAL** | | **$30,000,000** |

## Appendix “3”

Attached to and forming part of Amending Agreement No. 2 entered into between the Province and the Recipient dated the 5th day of March 2021.

## SCHEDULE “E2”
## PAYMENT PLAN

Attached to and forming part of the Agreement entered into between the Province and the Recipient dated the 30th day of March 2020.

| PAYMENT MILESTONE | TIMING | AMOUNT |
|---|---|---|
| Upon the Province receiving two fully executed copies of the agreement. | March 31, 2020 | $10,000,000 |
| Disbursement of funds for immediate infection control and active screening expenditures. | April 15, 2020 | $10,000,000 |
| Upon the Province receiving two fully executed copies of Amending Agreement #1. | November 26, 2020 | $10,900,000 |
| Upon the Province receiving two fully executed copies of Amending Agreement #2. | March 5, 2021 | Up to $30,000,000 |
| **TOTAL** | | **$60,900,000** |

## Appendix “4”

Attached to and forming part of Amending Agreement No. 2 entered into between the Province and the Recipient dated the _5th_ day of March 2021.

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## SCHEDULE “F2”
## REPORTS

Attached to and forming part of Agreement entered into between the Province and the Recipient dated the $30^{th}$ day of March 2020.

**The Recipient will provide the Province with:**

- A First Fiscal Year-End Report for the period ending March 31, 2020, due August 31, 2020.
- A First Interim Report for the period from April 1, 2020 ending September 30, 2020, due December 31, 2020.
- A Second Interim Report for the first installment of Wave 2 funding totalling $10,900,000 provided November 26, 2020, for the period from October 1, 2020 ending March 31, 2021, due June 30, 2021.
- A Third Interim Report for the second installment of Wave 2 funding totalling up to $30,000,000 provided March 5, 2021, for the period from January 1, 2021 ending March 31, 2021, due June 30, 2021.
- A Second Fiscal Year End Report for the period from April 1, 2020 ending March 31, 2021, due June 30, 2021.
- Audited financial statement of Project expenditures due June 30, 2021.

**The First Fiscal Year-End Report will include the following items:**

a) An update on the status and progress of the Program.

b) An indication of whether the objectives of the Program are being / were met.

c) The following performance measures:
- Number of licensed retirement homes funded;
- Number of staff employed by retirement home prior to March 15, 2020;
- Number of staff employed by the retirement home after March 15, 2020
- Number of residents found to have signs/symptoms of COVID-19;
- Number of residents recommended for testing/treatment for COVID-19;
- Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain); and
- Amount of funding provided to each retirement home for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, and other.

d) Identification of any risks that might have an impact on the achievement of the objectives and activities for the Project and program (as set out in Schedule “B”), and any action the Recipient has taken or will take to address or mitigate these risks.

e) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

f) Any other details that may be requested by the Province.

**The First Interim Report will include:**

a) An update on the status and progress of the Program.

b) An indication of whether the objectives of the Program are being / were met.

c) The following performance measures:
   - Number of licensed retirement homes funded;
   - Number of staff employed by retirement home prior to March 15, 2020;
   - Number of staff employed by the retirement home after March 15, 2020
   - Number of residents found to have signs/symptoms of COVID-19;
   - Number of residents recommended for testing/treatment for COVID-19;
   - Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain); and
   - Amount of funding provided to each retirement home for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, and other.

d) Identification of any risks that might have an impact on the achievement of the objectives and activities for the Project and program (as set out in Schedule “B”), and any action the Recipient has taken or will take to address or mitigate these risks.

e) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

f) Any other details that may be requested by the Province.

**The Second Interim Report will include:**

a) An indication of whether the objectives of the Program are being / were met.

b) The following performance measures:
   - Number of licensed retirement homes funded;
   - Number of staff employed by retirement home prior to October 1, 2020;
   - Number of staff employed by the retirement home after December 31, 2020;
   - Number of residents found to have signs/symptoms of COVID-19;
   - Number of residents recommended for testing/treatment for COVID-19;
   - Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain); and

- Amount of funding provided to each retirement home for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, and other.

c) Identification of any risks that might have an impact on the achievement of the objectives and activities for the Project and program (as set out in Schedule “B”), and any action the Recipient has taken or will take to address or mitigate these risks.

d) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

e) Any other details that may be requested by the Province.

**The Third Interim Report will include:**

a) An indication of whether the objectives of the Program are being / were met.

b) The following performance measures:
- Number of licensed retirement homes funded;
- Number of staff employed by retirement home prior to January 1, 2021;
- Number of staff employed by the retirement home after March 31, 2021;
- Number of residents found to have signs/symptoms of COVID-19;
- Number of residents recommended for testing/treatment for COVID-19;
- Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain); and
- Amount of funding provided to each retirement home for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, used to support IPAC (broken down by: increased leadership, audits, training, supervision, and on-site testing), and other.

c) Identification of any risks that might have an impact on the achievement of the objectives and activities for the Project and program (as set out in Schedule “B”), and any action the Recipient has taken or will take to address or mitigate these risks.

d) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

e) Any other details that may be requested by the Province.

**The Second Fiscal Year End Report will include:**

a) The following performance measures:
- Number of licensed retirement homes funded;
- Amount of funding provided to each retirement home, and to each type of retirement home (e.g. size, rural/urban, not-for-profit/for-profit, independent/chain); and,

- Amount of funding provided to each retirement home for each of the following categories: active screening, cleaning, staffing, Personal Protection Equipment, used to support IPAC (broken down by: increased leadership, audits, training, supervision, and on-site testing), and other.

b) Total amount of funding unspent by retirement homes as of March 31, 2021.

c) A statement signed by the Recipient confirming compliance with the terms and conditions of this Agreement.

d) Any other details that may be requested by the Province.