



DATE: October 04, 2017 **REPORT NO. PHSS2017-100**

TO: Chair and Members
John Noble Home Committee of Management

FROM: Jennifer Miller, Administrator
John Noble Home

1.0 TYPE OF REPORT **CONSENT ITEM []**
ITEM FOR CONSIDERATION [X]

2.0 TOPIC

John Noble Home Governance agreement [Financial Impact: \$20,000 (City-\$14,540; County- \$5,460)] (PHSS2017-100)

4.0 RECOMMENDATION

- A. THAT Report PHSS2017-100 John Noble Home Governance agreement BE RECEIVED; and
- B. THAT the Administrator BE DIRECTED to forward this agreement to the staff of the City and the County for applicable legal review and presentation to the Councils of the City of Brantford and the County of Brant for their respective consideration.

5.0 PURPOSE

The purpose of this report is to present a draft governance agreement for review to the Committee of Management. As identified in Report PHSS2017-075, John Noble Home Governance Review, the document restates the agreement between The Corporation of the City of Brantford and The Corporation of the County of Brant regarding the ownership, operation and governance of the John Noble Home. A formal agreement from City and County staff will be presented to respective Councils for consideration and approval.

6.0 BACKGROUND

On November 4, 2015 the Committee of Management requested that a governance review of administrative options for the John Noble Home be conducted. At that time, staff presented the respective Councils with three (3) options for governance. Option 1- Autonomous administration under the direction of a full-time administrator accountable to the Chair and Vice-Chair as opposed to the City of Brantford General Manager of Public Health, Safety and Social Services, was selected.

Staff from both City and County met and worked together to facilitate the development of a plan for transition to this selected model of governance. On June 7, 2017 through Report CS2017-007 John Noble Home Governance Review, a transition plan for implementation was prepared and approved by Council. At that time, staff were directed to prepare a governance agreement in accordance with the provisions of the report.

7.0 CORPORATE POLICY CONTEXT

Excellence in Governance and Municipal Management

8.0 INPUT FROM OTHER SOURCES

Joint City and County legal Staff

JNH Governance Committee Reports No. CS2017-007 (John Noble Home Governance Review), PHSS2017-075 (John Noble Home Governance Review)

9.0 ANALYSIS

The governance agreement is intended to replace the amending agreement of 2008 and addresses all general aspects of governance of the Home.

1) Composition of the Committee:

In further legal review, clause 132 (1) of the MOHLTC Act 2007 states the Councils shall appoint *from among the members of the council* a Committee of Management. This clause precludes the use of community representatives as voting members of the Committee of Management. Community representatives may therefore be utilized in an advisory capacity if desired.

It is recommended that the Committee be comprised of a total of seven (7) members:

- a) Three (3) members of City Council, appointed in accordance with City standard practices
- b) Two (2) members of County Council appointed in accordance with County standard practices
- c) The Mayor of the City of Brantford and the Mayor of the County of Brant

2) Timeline for Implementation:

With the transition plan coming into effect in January 2018, the terms of office for existing members would need to be extended until that time. Membership to the Committee would then be appointed by Council through regular municipal procedure.

3) Duties and Authority:

The agreement will transfer complete authority for the operations and maintenance of the Home to the Committee of Management, subject only to approval of the budget and the appointment of the members of the Committee. City and County Councils will continue to receive minutes of the Committee and maintain ability, acting jointly, to direct the Committee of Management to do or refrain from doing any act in connection with the Home, vary or revoke any delegation of authority and any expenditure made in connection with the Home in excess of the limits prescribed by the approved budget.

10.0 FINANCIAL IMPLICATIONS

The only additional costs being requested to offset expenses during the transition period are in the amount of a one-time \$20,000 expense apportioned to the municipalities for legal fees, equipment and training.

11.0 CONCLUSION

As directed, this report provides the Committee of Management with the opportunity to review a draft governance agreement prepared by legal representation of the John Noble Home, the City of Brantford and the County of Brant. A formal agreement, reviewed by City and County staff, as approved, will be brought forward to respective Councils for review and approval.

Respectfully submitted,



Jennifer Miller, Administrator
John Noble Home

Attachments: Appendix "A" – Amending Operating Agreement

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no

This Agreement made this day of , 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter called the “City”)

OF THE FIRST PART

-and-

THE CORPORATION OF THE COUNTY OF BRANT

(hereinafter called the “County”)

OF THE SECOND PART

WHEREAS subsection 119(1) of the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8, as amended (the “*Act*”) provides that every southern municipality that is an upper-or single-tier municipality shall establish and maintain a municipal home and may establish and maintain municipal homes in addition to the home that is required;

AND WHEREAS section 120 of the *Act* provides that two (2) or more southern municipalities that are required or permitted to establish and maintain a municipal home may, under an agreement with each other approved by the Minister of Health and Long-Term Care, establish and maintain a joint home;

AND WHEREAS, pursuant to an agreement authorized by subsection 3(1) of the predecessor to the *Act*, being the now-repealed *Homes for the Aged and Rest Homes Act*, and made on October 22, 2001, the City and the County set forth in writing the terms of the agreement with respect to the operation of their joint home, known as the John Noble Home (the “**Home**”) located at 97 Mount Pleasant Street, Brantford, Ontario (the “**Joint Home Agreement**”);

AND WHEREAS on November 25, 2002 the City and the County entered into a Cost-Sharing Agreement (the “**Cost-Sharing Agreement**”), section 7 of which provides that the costs of the Home shall be apportioned between the City and the County on the basis of population;

AND WHEREAS section 70 of the *Act* provides, in part, that every licensee of a long-term care home shall ensure that the home has an Administrator, who shall:

- (a) be in charge of the long-term care home and be responsible for its management; and
- (b) perform any other duties provided for in the regulations made under the *Act* (the regulations under the *Act*, as they may be amended from time to time and which

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currently consist of O. Reg. 79/10 (General), are referred to in this Agreement as the “**Regulations**”);

AND WHEREAS subsection 132(1) of the *Act* provides that the councils of the municipalities establishing and maintaining a joint home shall appoint from among the members of the councils a committee of management for the joint home (the “**Committee**”);

AND WHEREAS the Joint Home Agreement was amended by Agreements dated October 27, 2008 and November 15, 2011;

AND WHEREAS City Council and County Council (collectively, the “**Councils**”) desire to terminate the Joint Home Agreement, as amended, for the purpose of implementing a new model with which to govern the Home;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and the provision of other good and valuable consideration by each of the City and the County (individually, a “**Party**” and collectively, the “**Parties**”) to the other (the receipt and adequacy of which is acknowledged), the Parties agree as follows:

1. Authorization, Delegation, and Direction to Committee

- (a) Subject to the *Act* and subsections 1(b) and (c) of this Agreement, the Councils, acting jointly, hereby authorize, delegate, and direct the Committee to exercise, fulfill, and execute all managerial powers, responsibilities and authority in respect of the Home, other than in respect of the duties, responsibilities and authority that have been specifically reserved to the Councils under this Agreement, or as required by the *Act* or the Regulations.
- (b) Subject to the *Act*, Regulations and the requirements of any other law or statute, the Councils, acting jointly, have the authority to direct the Committee or the Administrator to do or refrain from doing any act in connection with the Home.
- (c) Notwithstanding any other term or condition contained in this Agreement, the Councils shall have the exclusive authority, to be exercised jointly, in respect of the approval of:
 - (i) any expenditure prior to Council approval of the budget for the fiscal period in which the expenditure is to be made (other the payment of salary, wages and the costs associated with maintaining the Home and its residents within the monetary limits approved in the budget for the preceding fiscal period); and
 - (ii) any expenditure to be made in connection with the operation of the Home, which expenditure is in excess of the limits prescribed by the Council

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approved budget for the fiscal period in which the expenditure is to be made.

2. Composition of Committee

- (a) The Committee shall be composed of:
- (i) four (4) members of City Council appointed by City Council (which may include the City Mayor);
 - (ii) three (3) members of County Council appointed by County Council (which may include the County Mayor); and

and such Committee Members will be appointed by the respective Councils, in accordance with their standard practices, or as they may determine from time to time.

- (b) A Chair and a Vice-Chair of the Committee shall be appointed by the Committee from amongst the members of the Committee, for such term as determined by the Committee, but shall cease to hold such office should the officer cease to be a Committee Member.

3. Duties of Committee

Without limiting the generality of the authorization, delegation, and direction contained in section 1, the Committee is hereby directed to:

- (a) Comply with all laws which apply to the Home or its operations or maintenance, which may include but is not limited to the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act*.
- (b) Fulfill such duties, responsibilities and authority as are specifically reserved or assigned to the Committee in the *Act* and/or the Regulations;
- (c) Exercise all managerial powers and authority, and fulfill all responsibilities in respect of the operation and maintenance of the Home, including appointing, supervising, and delegating to an Administrator for the Home, as may be appropriate (the "**Administrator**");
- (d) recommending the draft annual budget for the Home to the Councils for approval;
- (e) providing minutes of its meetings to the Clerks of the Councils for information;
- (f) obtaining and maintaining insurance, in nature and amount, as a prudent owner and operator of a Home would obtain and maintain; and such insurance shall name The Corporation of the City of Brantford and The Corporation of the

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County of Brant as additional insureds, or otherwise provide coverage for the benefit of The Corporation of the City of Brantford and The Corporation of the County of Brant, as they may agree;

- (g) providing the annual audited financial statements of the Home to the Clerks of the Councils; and
- (h) such further duties, responsibilities and authority as are specifically delegated to the Committee in this Agreement.

4. Committee Policies and Procedure

The Committee shall establish, from time to time, policies and procedures for the effective management and operating of the Home, which may include but are not limited to Rules of Procedure, Codes of Conduct, Delegation of Authority (as permitted by this Agreement), Purchasing Policies, Hiring Policy, and Travel and Expense Policy. Additionally, the Committee shall establish, from time to time, rules of procedure for meetings of the Committee. In the event that the Committee does not adopt or establish policies or procedures which address any given or specific matter which may arise, the Home shall be governed by the rules which were in place immediately prior to the effective date of this Agreement.

5. Execution of Contracts and Other Documents

- (a) Subject to the *Act* and subsections 1(b) and (c) of this Agreement, the Councils, acting jointly, hereby authorize the Committee to sign agreements, contracts, cheques, and other documents (“**Document**”), in the name of “The Corporation of the City of Brantford and The Corporation of the County of Brant, acting jointly, operating as the John Noble Home”, which bind the City and the County, if such Document is in accordance with the following:
 - (i) the purpose of the Document is within the powers granted to the Committee pursuant to section 1(a) of this Agreement;
 - (ii) the total value and the annual value of the Document is within the monetary limits set out in the budget for the fiscal period to which the Document pertains;
 - (iii) the Committee is not accepting or incurring any liability on behalf of the City or the County which is outside standard contract terms or terms common to the industry to which the Document pertains; and
 - (iv) the signatory(ies) are properly authorized to sign the Document, as determined by the Committee, and every Document bears two signatures.

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6. Audit

The Committee shall annually (or more often as may be necessary) appoint auditors for the Home for its upcoming fiscal year for the purposes of auditing the Home's financial statements and presenting them to the Committee.

7. Cost Sharing

The costs of the John Noble Home shall be apportioned between the City and the County on the basis of population, where 'population' means the number of persons residing in the City and the County as determined by the Municipal Relations Representative in accordance with his or her latest data as of December 31st in the calendar year prior to the calendar year in question.

8. Dispute Resolution

In the event that the Councils are unable to agree upon the manner in which any of their joint powers, responsibilities and authority is to be exercised in respect of the Home or are unable to agree on recommendations from the Committee, the disagreement shall:

- (a) In the first instance, be referred to the City/County Liaison Committee for discussion, or any other such joint Committee as jointly determined by City Council and County Council, and such committee may make recommendations to City Council and County Council for approval; and
- (b) In the second instance, if resolution of the dispute is not effected following discussion by the City/County Liaison Committee, be referred to a joint meeting of the Council of the City and the Council of the County;
- (c) In the third instance, if resolution of the dispute is not effected following a joint meeting of the Council of the City and the Council of the County, or if the dispute arises with respect to the interpretation of this Agreement, be referred to mediation, with a mediator as agreed upon by both the City Council and County Council and the costs to be shared equally between the City and the County; and
- (d) in the final instance, if City Council and County Council are unable to agree upon a mediator, or if the dispute is not resolved through mediation, be referred to binding arbitration pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended, with any decision resulting from such arbitration to be final, and the costs of arbitration to be determined by the arbitrator(s) with the intention that the costs shall generally follow the result in the case.

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9. Term

- (a) This Agreement shall be effective on the date on which the last of the two parties execute this Agreement; and it shall be a continuing agreement that does not

terminate, unless either Party gives notice in writing to the other of its desire to terminate this Agreement, which written notice shall be delivered not less than one (1) year prior to the intended date of termination.

(b) Transition Notwithstanding anything contained in this Agreement, the members of City Council and County Council who are Committee Members immediately prior to the effective date of this Agreement, shall remain Committee Members until new appointments are made by each Council. Each Council hereby agrees to make such new appointment by no later than December 31, 2017.

(c) Prior Agreements

- (i) The Joint Home Agreement is hereby terminated as of the effective date of this Agreement.
- (ii) The Cost-Sharing Agreement is hereby amended by deleting section 7 in its entirety.

10. Entire Agreement and Amendments

This Agreement represents the whole agreement between the Parties with respect to its subject-matter, and may only be amended by a further instrument in writing approved by and executed on behalf of the Parties. Without limiting the generality of the foregoing, the Parties may amend this Agreement from time to time to include schedules and appendices that increase or diminish the delegated authority of the Committee or the Administrator, as the case may be, and any such schedules shall be deemed to be part of this Agreement and incorporated in it, provided that no such increase of delegated authority shall exceed the powers of delegation granted to the Councils by law, statute or regulation.

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11. Severability

- (a) In the event that the terms of this Agreement do not comply with the requirements of the *Act*, the Regulations or any successor to them, the Parties shall be deemed to have made such minimal amendments to this Agreement as are necessary to achieve such compliance, and this Agreement shall be read and construed accordingly.
- (b) Any portion of this Agreement that is determined to be invalid or illegal, and which is not made valid or legal pursuant to section 11(a) of this Agreement shall be severed from this Agreement, and the invalidity of any portion of this Agreement shall not affect the validity of the whole.

12. Successors and Assigns

This Agreement is binding on and endures to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the express written agreement of the other Party, which may be unreasonably withheld.

13. Number and Gender

Words importing the singular include the plural and vice versa and words importing gender include all genders.

14. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

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THE CORPORATION OF THE CITY OF BRANTFORD

Per: _____
Chris Friel, Mayor

Per: _____
Lori Wolfe, City Clerk

I/We have the authority to bind the corporation

THE CORPORATION OF THE COUNTY OF BRANT

Per: _____
R.E.F. (Ron) Eddy, Mayor

Per: _____
Heather Boyd, County Clerk

I/We have the authority to bind the corporation



DATE: October 04, 2017 **REPORT NO. PHSS2017-092**

TO: Chair and Members
John Noble Home Committee of Management

FROM: Jennifer Miller, Administrator
John Noble Home

1.0 TYPE OF REPORT **CONSENT ITEM** []
ITEM FOR CONSIDERATION [x]

2.0 TOPIC

John Noble Home Administrator's Report regarding: Bell Lane Terrace Garden Improvements, Compliance, Transition support group, HNHB LHIN Patient and Family Advisory Committee, Open House. [Financial Impact - None] (PHSS2017-092)

3.0 RECOMMENDATION

THAT the John Noble Home Administrator's Report PHSS2017-092 regarding: Bell Lane Terrace Garden Improvements, Compliance, Transition support group, HNHB LHIN Patient and Family Advisory Committee, Open House BE RECEIVED.

4.0 PURPOSE

To provide an update to the Committee of Management about activities and items of interest from the Administrator of John Noble Home about its operations and/or emerging trends in seniors' housing, care and services.

5.0 BACKGROUND

5.1 Bell Lane Terrace Garden Improvements

On September 16, 2017 a group of volunteers worked to improve upon the existing gardens at Bell Lane Terrace to create a beautiful and tranquil landscaped garden oasis. Spearheaded by the Bell Lane Terrace Garden committee and through generous donations of time and supplies from

many, a landscaper prepared and designed plans to create a beautiful space for the tenants use and enjoyment. Existing plantings were moved and new plantings were laid out according to a landscaped plan. With the help of dedicated volunteers, the plan and work was conducted by Josh Sharpe of **Josh Sharpe Landscaping**, a young entrepreneur making his start in the landscape business. Tenants and visitors alike are pleased with the beautiful result.

5.2 Compliance

On August 22, 2017 the **Brant County Health Unit** completed an inspection of the Kitchen and all food service areas. There were no areas of non-compliance found.

On September 11, 2017 inspectors from the Ministry of Health Compliance Inspection Branch began the annual **Resident Quality Inspection**. As the facility has been recognized as a strong Home with an excellent compliance record, the Ministry has chosen to utilize the site as a training ground for new inspectors, for this inspection. As a result, a full inspection was conducted and six (6) inspectors attended the Home for a period of two weeks. Interviews with staff, residents and family members were conducted, an environmental inspection and site assessment done, as well as a fulsome review of documentation. A thorough and complete inspection of all areas was performed. A full report will be completed once the Home has received the compliance review documentation. At this time, it is believed that only minor areas of non-compliance were noted.

5.3 Transition Support Group

The Admissions/ Social Service Worker has begun a new support group to assist residents and their families with the transition to Long Term Care. The Transition Support Group will be meeting monthly and is open to all residents and family members. The group provides residents and family members the opportunity to talk about challenges and gives tips on adjusting to life in a Long Term Care facility.

5.4 HNHB LHIN Patient and Family Advisory Committee

Through support of the Home, a member of the John Noble Home Family Council, has been accepted to sit as a representative on the Hamilton Niagara Haldimand Brant Local Health Integration Network (HNHB LHIN) **Patient and Family Advisory Committee (PFAC)**. The appointment is a result of an open call for applications and a careful screening process conducted by the LHIN. Members of the Committee will share their unique stories, experiences, opinions and perspectives. The mandate of this committee is to assist in shaping LHIN programs, services and initiatives with a goal to improve care throughout the LHIN and provide

input into important local health planning decisions and policies. The Home is delighted that one of our Family Council Members will have a strong voice in advocating for Resident care and sharing the perspectives of our local area with the LHIN.

5.6 Open House

On September 23, 2017, the 135th anniversary of Alderman John Noble's birth was celebrated at the Home. The event included an Open House and was held in conjunction with our annual fall festival. Tours of the Home were conducted by members of the Senior Management team giving the public a glimpse into the workings of Long Term Care, including the main kitchen, laundry and physiotherapy areas. The celebration included historic displays, entertainment and of course birthday cake. A special guest appearance by David McKee, Brantford Town Crier was one of the highlights of the celebration. Thank you to all for your hard work and dedication, making the event a great success.

5.7 Information/Education Items

There is one information and education item as part of this month's update: This past month's newsletter, "**Happenings at Home**" is available for review by Committee of Management at <http://www.jnh.ca/docs/calendars/happenings.pdf>. It represents information at the Home-Level with residents and staff.

6.0 CORPORATE POLICY CONTEXT

High Quality of Life and Caring for all Citizens
Excellence in governance and municipal management
To be an employer of choice

7.0 INPUT FROM OTHER SOURCES

Ministry of Health and Long Term Care
Workplace Safety and Insurance Board

8.0 ANALYSIS

N/A

9.0 FINANCIAL IMPLICATIONS

N/A

10.0 CONCLUSION

The Administrator will continue to report regularly to the Committee of Management activities and items of interest to further enhance their knowledge and understanding of the John Noble Home and its operations as well as emerging trends and issues related to seniors' housing, care and services.



Jennifer Miller, Administrator
John Noble Home

Attachments: Happenings at Home

Copy to: N/A

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no



DATE: October 4, 2017 **REPORT NO. PHSS2017-094**

TO: Chair and Members
John Noble Home Committee of Management

FROM: Jennifer Miller, Administrator
John Noble Home

PREPARED BY: Shelly Proulx, Financial Services Manager
John Noble Home

1.0 TYPE OF REPORT **CONSENT ITEM** []
ITEM FOR CONSIDERATION [X]

2.0 TOPIC

Approval for John Noble Home to utilize funds from the Donation Account to fund the Annual Resident Christmas Gifts. [Financial Impact - \$2,000] (PHSS2017-094)

3.0 RECOMMENDATION

THAT the transfer of up to \$2,000 annually from the John Noble Home Donation Reserve Fund RF0493 BE APPROVED to be used to fund the costs of Christmas gifts for residents in the Home.

4.0 PURPOSE

To provide a source of funding to cover costs associated with the giving of resident Christmas gifts on an annual basis for the Home.

5.0 BACKGROUND

Annually the Home provides a Christmas gift in the approximate value of \$10.00 plus HST to each resident residing in the Home. The previous source of funding for these gifts through specified donations no longer exists. The Home receives donations that do not have a specific purpose attached to the bequest. These funds are deposited into a reserve account RF0493 at the City of Brantford.

6.0 CORPORATE POLICY CONTEXT

Excellence in Governance and Municipal Management
High Quality of Life and Caring for all Citizens

7.0 INPUT FROM OTHER SOURCES

City of Brantford Finance Department
County of Brant Finance Department

8.0 ANALYSIS

The current balance in the reserve fund is \$28,019.70 as of September 7, 2017. The requested \$2,000 annually will be utilized to provide Christmas gifts to each resident residing in the Home.

9.0 FINANCIAL IMPLICATIONS

The John Noble Home receives donations from family and community members. The donors give the money to the home to enhance and support the residents of the home and improve the lives of those that live in the home. Any donations that do not have a specific bequest attached are forwarded to the City of Brantford Treasury Department and are placed into a reserve account for use by the Home. Use of the funds requires a recommendation from the Committee of Management and approval from the Councils for the City of Brantford and the County of Brant.

The current balance in the Home's Donation Fund Account is \$28,019.70 and therefore available funds in the amount of \$2,000 exist for this purpose.

The Home's Donation Fund Account has been utilized in the past to provide enhancements to programs and space that benefit the residents' quality of life and enjoyment. This project fits well with our goals as it will enhance the lives of those that call the John Noble Home their home. In addition ample funds exist for this purpose.

10.0 CONCLUSION

An annual source of funding up to \$2,000 will be available to provide Christmas gifts to residents of the John Noble Home.



Shelly Proulx, Financial Manager
John Noble Home



Jennifer Miller, Administrator
John Noble Home

Attachments: N/A

Copy to: N/A

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no



DATE: October 04, 2017 **REPORT NO. PHSS2017-099**

TO: Chair and Members
John Noble Home Committee of Management

FROM: Jennifer Miller, Administrator
John Noble Home

Kevin O'Hara, Manager Housing Operations
Brantford Housing Department

1.0 TYPE OF REPORT **CONSENT ITEM []**
ITEM FOR CONSIDERATION [X]

2.0 TOPIC

John Noble Home Bell Lane Terrace Operations Review [Financial Impact: None]
(PHSS2017-099)

4.0 RECOMMENDATION

- A. THAT Report PHSS2017-099 John Noble Home Bell Lane Terrace Operations Review BE RECEIVED; and
- B. THAT the Administrator BE DIRECTED to prepare in-kind service level agreements with Brantford Housing regarding the operations of Bell Lane Terrace.

5.0 PURPOSE

The purpose of this report is to present a proposed option for management of Bell Lane Terrace which maximizes expertise and expands partnerships between the John Noble Home and the Housing Department of the City of Brantford.

6.0 BACKGROUND

A new 57 unit Affordable Housing Apartment complex is planned to be completed and operating on the current John Noble Home site in December 2017. These units, along with 1,200 others in the City of Brantford and County of Brant will be managed by the Brantford Housing Department. Brantford Housing has demonstrated experience and expertise in the management of self-contained residential units as well as expertise in the *Landlord Tenant Act*.

The John Noble Home operates a 26 unit affordable housing apartment which is attached to the John Noble Home Long Term Care facility. The 26 units occupy the north wing of the facility and were renovated into affordable housing in 2007. As such, the units utilize the infrastructure of the John Noble Home and share water main and HVAC systems. The Bell Lane Terrace Apartments are self-sustaining, requiring no funding from the Municipality to operate.

At the September 6, 2017 Committee of Management meeting, direction was given to staff to explore options regarding the management of Bell Lane Terrace apartments to maximize efficiencies and capitalize on available expertise.

7.0 CORPORATE POLICY CONTEXT

Excellence in Governance and Municipal Management

8.0 INPUT FROM OTHER SOURCES

City of Brantford Housing Department

9.0 ANALYSIS

The Administrator met with Brantford Housing to discuss operations and management of Bell Lane Terrace. As the new apartment complex is situated on lands which also contain the John Noble Home's 26 unit apartment complex, it was noted that benefit could be drawn from similar management of all units on site, rather than two distinct sets of policies and procedures for management. Further, Brantford Housing has expertise and experience in managing such units.

Additionally, as the John Noble Home has been providing physical property management for the entire site for some time, it was felt that benefit to Brantford Housing could be derived in sharing services such as snow clearing and grass cutting to both locations. It would therefore be mutually beneficial to establish an in-kind service relationship which would benefit both parties and nullify any cost to the municipality. Benefits of partnership could also extend to provision of service to tenants of the new build by the John Noble Home, as well as access to grants and funding.

Subject to Committee of Management approval and the subsequent preparation of an in-kind service level agreement, staff with the Housing Department will meet with the tenants of Bell Lane Terrace to review communication protocols and standard housing policies. As with all Brantford Housing apartments mandated as senior citizen independent living housing, the Housing Department will provide appropriate property management support to Bell Lane Terrace tenants to ensure they continue to live in their homes for as long as possible.

10.0 FINANCIAL IMPLICATIONS

None

11.0 CONCLUSION

Through the exploration of options for management of Bell Lane Terrace Apartments, it was noted that partnership with Brantford Housing and in-kind service agreements could be beneficial to all.

Respectfully submitted,



Jennifer Miller, Administrator
John Noble Home



Kevin O'Hara, Manager
Housing Operations
Brantford Housing Department

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

- By-law required yes no
- Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no
- Is the necessary by-law or agreement being sent concurrently to Council? yes no



DATE: October 4, 2017 **REPORT NO. PHSS2017-093**

TO: Chair and Members
John Noble Home Committee of Management

FROM: Jennifer Miller, Administrator
John Noble Home

PREPARED BY: Shelly Proulx, Financial Services Manager
John Noble Home

1.0 TYPE OF REPORT **CONSENT ITEM** [X]
ITEM FOR CONSIDERATION []

2.0 TOPIC

John Noble Home Monthly Budget Summary for July 2017.
[Financial Impact – None - Overall under budget at this time] (PHSS2017-093)

3.0 RECOMMENDATION

THAT the Monthly Budget Summary PHSS2017-093 for July 31, 2017 for the John Noble Home BE RECEIVED.

4.0 PURPOSE

To review the July 2017 monthly budget summary for the John Noble Home.

5.0 BACKGROUND

The John Noble Home prepares the monthly budget summary for review.

6.0 CORPORATE POLICY CONTEXT

Excellence in Governance and Municipal Management.

7.0 INPUT FROM OTHER SOURCES

City of Brantford Finance Department
County of Brant Finance Department

8.0 ANALYSIS

N/A

9.0 FINANCIAL IMPLICATIONS

As of July 31, 2017, the projected Home's 2017 Long Term Care operations spent 55.89% of its 2017 budget compared to 58.33% of the budget. Overall the Home is under budget at this time. Attached is the monthly budget summary.

Costs associated with the unsettled contracts for the Ontario Nurses Association (ONA) have now been included as a settlement was reached and the contract was ratified in the month of July. The settlement was within the 2017 budgeted funds and did not cause any deficit as a result. The Service Employees International Union (SEIU) contract expired on March 31, 2017 and annual wage increases for this group have not yet been realized. The Home entered into negotiations with SEIU in March of 2017. The SEIU negotiations will be moving on to the next stage of arbitration. The majority of employees at the Home fall within the SEIU union group. The 2017 budget includes a contingency of funds for wages and benefits related to contracts to be negotiated. It is not anticipated that this contract will be arbitrated prior to year end. An accrual for unsettled contracts at year end will be setup to accommodate an estimate of the arbitration outcome.

Any costs associated with pay equity as per Report PHSS2015-66, John Noble Home Maintenance of Pay Equity with Service Employees' International Union, have also not been included as this matter remains at the Ontario Tribunal for resolution. The Home is in the process of conducting the non-union compensation review as per Report PHSS2015-74, John Noble Home Pay Equity Human Resources Compensation Policy Review and Annual Salary Increase for Non-Union Staff. Costs associated with the outcome of this review will be included once realized. The 2017 budget includes a contingency of funds for pay equity and the Non-Union compensation review.

The majority of wages and benefits in all departments are under or near budget as a result of wage increases yet to be negotiated. Housekeeping and Laundry department is struggling with extra costs associated with WSIB compensation lost time claims affecting the salaries and benefits in this department, as well as extra staffing required for outbreaks in the Home. Building services experienced staffing shortages during the month of January/February/March and has not had to incur overtime or "call in" costs associated with emergency situations. As a

result salaries and benefits are under budget in this department and are helping to offset overages in the Housekeeping and Laundry departments.

Facility costs are tracking on budget which is also typical at this time of year and is consistent with prior years. Overall this department is on budget however slightly higher than last year (57.15% compared to 53.19%) due to extra expenses incurred during the implementation of the new telephone system. It is anticipated that the extra expenses will also be offset by future reduction in the Bell Canada line charges over the next few months.

The Home also has an increase in Provincial Revenue over and above what was originally budgeted due to an increase in the CMI. A decision has been made to utilize these funds towards increased staffing levels in the Nursing and Personal Care Department.

The year to date occupancy targets have been maintained at 99.39%, and are above the 97% required to retain 100% of Ministry of Health and Long Term Care funds. John Noble Home continues to have a healthy wait list for admissions to long term care and is seen as a facility of choice within the community.

Bell Lane Terrace Report

Bell Lane Terrace is reflecting a deficit in the amount of \$1,500.97 as of July, 2017 as a result of repairs to air conditioning systems over the summer months. The apartments have 100% occupancy as of July 31, 2017. There is a healthy waitlist of applicants who must be 60 years of age and older. They are registered through the City of Brantford's Housing Department.

John Noble Day and Stay Program

The John Noble Day and Stay program is under budget as of July 31, 2017 in the amount of \$6,800.36. Costs associated with any increases for the non-union group will have an impact on this program. The year end for the John Noble Home Day and Stay program is March 31, 2018.

10.0 CONCLUSION

The Home and its different programs (i.e., Long Term Care, Senior Apartments and John Noble Home Day and Stay) within our care campus are currently on track to achieve our goals for the year.



Shelly Proulx, Financial Manager
John Noble Home



Jennifer Miller, Administrator
John Noble Home

Attachments: John Noble Home Monthly Budget Summary for July 2017

Copy to: N/A

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no

JOHN NOBLE HOME

7 MONTH 58.33%

DATE: July 31, 2017

MONTHLY BUDGET SUMMARY

DEPARTMENTS	ACTUAL MONTHLY	BUDGET MONTHLY	ACTUAL YR. TO DATE	BUDGET YEAR TO DATE	ANNUAL FUNDING	% USED	2016 YR. TO DATE	2016 %
MEDICAL AND NURSING SERVICES								
Salaries/Benefits	601,809	583,169	4,024,573	4,082,182	6,998,026			
Supplies	12,577	13,156	84,206	92,092	157,872			
Equipment	5,963	2,643	17,245	18,503	31,719			
Phys. Fees/Educ./Nurs Doc Costs/Misc.	6,078	6,513	39,240	45,593	78,160			
Subtotal	626,427	605,481	4,165,264	4,238,370	7,265,777	57.33%	4,021,477	56.24
RAW FOOD	37,540	41,253	279,758	288,772	495,038	56.51%	281,873	60.03
PROGRAMS AND SUPPORT SERVICES								
Salaries/Benefits	47,824	50,016	332,986	350,115	600,197			
Supplies/Physiotherapy Cont. Serv.	13,758	10,519	76,529	73,632	126,226			
Equipment	285	174	1,141	1,217	2,087			
Homewide Prog/Volunteer/Educ.	1,629	1,558	11,652	10,908	18,699			
Subtotal	63,496	62,267	422,308	435,872	747,209	56.52%	429,132	57.72
NUTRITION SERVICES								
Salaries/Benefits	107,588	108,506	755,188	759,542	1,302,071			
Supplies	3,957	3,413	21,850	23,891	40,955			
Equipment	313	1,271	7,491	8,897	15,250			
Misc./Meetings/Educ.	629	667	2,962	4,669	8,002			
Subtotal	112,487	113,857	787,491	796,999	1,366,278	57.64%	768,322	57.24
HOUSEKEEPING								
Salaries/Benefits	57,646	59,690	419,461	417,830	716,280			
Supplies	3,679	3,520	23,805	24,641	42,241			
Equipment	-172	446	1,078	3,123	5,353			
Subtotal	61,153	63,656	444,344	445,593	763,874	58.17%	443,923	59.01
LAUNDRY SERVICE								
Salaries/Benefits	32,508	32,319	230,536	226,233	387,828			
Supplies	1,973	2,599	16,984	18,194	31,189			
Equipment	238	443	2,394	3,102	5,317			
Misc./Educ.	0	112	0	785	1,345			
Subtotal	34,719	35,473	249,914	248,313	425,679	58.71%	250,049	59.85

JOHN NOBLE HOME

7 MONTH 58.33%

DATE: July 31, 2017

MONTHLY BUDGET SUMMARY

DEPARTMENTS	ACTUAL MONTHLY	BUDGET MONTHLY	ACTUAL YR. TO DATE	BUDGET YEAR TO DATE	ANNUAL FUNDING	% USED	2016 YR. TO DATE	2016 %
FACILITY COSTS								
Heat/Hydro	38,660	40,614	272,388	284,299	487,369			
Water/Sewer/Garbage	10,252	10,191	71,568	71,337	122,292			
Cable/Telephone/Insurance	6,679	7,054	52,857	49,378	84,648			
Subtotal	55,591	57,859	396,813	405,014	694,309	57.15%	354,966	53.19
BUILDING AND MAINTENANCE								
Salaries/Benefits	29,374	32,972	203,656	230,803	395,662			
Supplies/Minor Capital	3,205	9,475	28,373	66,325	113,700			
Equipment	3,695	1,337	6,946	9,358	16,043			
Purchased Service	11,617	8,973	65,039	62,811	107,676			
Building/Grnds Repairs/Mtce	9,521	10,767	93,941	75,368	129,203			
Subtotal	57,412	63,524	397,955	444,666	762,284	52.21%	402,447	53.80
H/R/ADMINISTRATION								
Salaries/Benefits	70,675	74,197	503,404	519,379	890,364			
Supplies	2,366	2,797	17,499	19,579	33,564			
Equipment	39	820	3,123	5,740	9,840			
Educ/Legal/Labour/H&S/Membershps/Serv	7,062	12,099	63,058	84,693	145,188			
Subtotal	80,142	89,913	587,084	629,391	1,078,956	54.41%	533,054	51.59
Pay Equity/Comp. Review	0	8,750	0	61,250	105,000	0.00%	0	0.00
TOTAL EXPENDITURES	1,128,967	1,142,034	7,730,931	7,994,239	13,704,404	56.41%	7,485,243	
CHANGES IN REVENUE								
CMI Revenue Increase/(decrease)	17,862		71,448				-2,145	
Provincial Funding Increases							35,471	
*above budgeted amounts only								
TOTAL NET EXPENDITURES	1,111,105	1,142,034	7,659,483	7,994,239	13,704,404	55.89%	7,451,917	55.49

Occupancy Percentage

99.39%

CMI

104.3 *As of April 1, 2017

BELL LANE TERRACE		
30-Jul-17	2017 MONTHLY	2017 ANNUAL
Revenue	\$18,988.69	\$131,855.08
Expenditures	\$21,504.14	\$133,356.05
SURPLUS (DEFICIT)	-\$2,515.45	-\$1,500.97

Occupancy Percentage

100%

Rental Rate

Bachelor Unit

4 Two Bedroom Units

21 One Bedroom Units

856 *Increased on April 1, 2017 by CPI

704

581

Wait List

77 clients

*Note 18 Units receive rent-geared-to-income subsidization

JOHN NOBLE DAY AND STAY PROGRAM		
As of July 31, 2017 (fiscal period April 1, 2017 - March 31, 2018)	2017 MONTHLY	2017 ANNUAL
Revenue	\$52,732.86	\$211,101.75
Expenditures	\$53,773.25	\$204,301.39
SURPLUS (DEFICIT)	-\$1,040.39	\$6,800.36