MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2023 to March 31, 2024

SERVICE ACCOUNTABILITY AGREEMENT
with
AbleLiving Services Inc.
Effective Date: April 1, 2023
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THIS AGREEMENT effective as of the 1st day of April, 2023

B E T W E E N :

ONTARIO HEALTH (the "**Funder**")

- and -

AbleLiving Services Inc. (the "**HSP**")

Background:

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the "**CCA**").

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 **Definitions.** In this Agreement the following terms will have the following meanings:

"**Accountability Agreement**" means the accountability agreement, as that term is defined in the Enabling Legislation, in place between the Funder and the Ministry during a Funding Year;

"**Active Offer**" means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;

"**Agreement**" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

"**Annual Balanced Budget**" means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

"**Applicable Law**" means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this

Agreement and the parties' obligations under this Agreement during the term of this Agreement;

"**Applicable Policy**" means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the Funder, the Ministry or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule C;

"**Board**" means:

(a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the Funder and is:

(1) a corporation, the board of directors;

(2) a First Nation, the band council; and

(3) a municipality, the municipal council;

and,

(b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the Funder and may be:

(1) a corporation, the board of directors;

(2) a First Nation, the band council;

(3) a municipality, the committee of management;

(4) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;

"**Budget**" means the budget approved by the Funder and appended to this Agreement in Schedule A;

"**CCA**" means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;

"**CEO**" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"**Chair**" means, if the HSP is:

(a) a corporation, the Chair of the Board;

(b) a First Nation, the Chief; and

(c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

"**Compliance Declaration**" means a compliance declaration substantially in the form set out in Schedule F;

"**Confidential Information**" means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

"**Conflict of Interest**" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

(a) the HSP;

(b) a member of the HSP's Board; or

(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

"**Controlling Shareholder**" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

"**Days**" means calendar days;

"**Designated**" means designated as a public service agency under the FLSA;

"**Digital Health**" refers to the use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

"**Effective Date"** means April 1, 2023;

"**Enabling Legislation**" means the CCA;

"**Explanatory Indicator**" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator;

"**Factors Beyond the HSP's Control**" include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

(a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;

(b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);

(c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and

(d) catastrophic events, such as natural disasters and infectious disease outbreaks;

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under it as it and they may be amended from time to time;

"**FLSA**" means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

"**Funder**" means Ontario Health;

"**Funding**" means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement;

"**Funding Year**" means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

"**HSP's Personnel and Volunteers**" means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

"**Identified**" means identified by the Funder or the Ministry to provide French language services;

"**Indemnified Parties**" means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and His Majesty the King in right of Ontario and His Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review;

"**Interest Income**" means interest earned on the Funding;

"**Mandate Letter**" has the meaning ascribed to it in the Memorandum of Understanding between the Ministry and the Funder, and means a letter from the Ministry to the Funder establishing priorities in accordance with the Premier's mandate letter to the Ministry;

"**Minister**" means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;

"**Ministry**" means, as the context requires, the Minister or the Ministry of Health or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;

"**Monitoring Indicator**" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;

"**MSAA Indicator Technical Specifications document**" means the 2023-23 MSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time;

"**Notice**" means any notice or other communication required to be provided pursuant to this Agreement or the Enabling Legislation;

"**Ontario Health**" means the corporation without share capital under the name Ontario Health as continued under the CCA;

"**Performance Agreement**" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP's annual quality improvement plan under the *Excellent Care for All Act, 2010*;

"**Performance Corridor**" means the acceptable range of results around a Performance Target;

"**Performance Factor**" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement;

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

"**Performance Standard**" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

"**Performance Target**" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

"**person or entity**" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

"**Planning Submission**" or "**CAPS**" or "**Community Accountability Planning Submission**" means the HSP Board approved planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder;

"**Program Parameter**" means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

"**Project Funding Agreement**" means an agreement in the form of Schedule E that incorporates the terms of this Agreement and enables the Funder to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

"**Reports**" means the reports described in Schedule B as well as any other reports or information required to be provided under the Enabling Legislation or this Agreement;

"**Review**" means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP's financial statements;

"**Schedule**" means any one, and "Schedules" mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Total Funder Funding;

Schedule B: Reports;

Schedule C: Directives, Guidelines & Policies;

Schedule D: Performance;

Schedule E: Project Funding Agreement Template;

Schedule F: Declaration of Compliance/Declaration of Compliance for Municipalities; and

Schedule G: Home and Community Care Services Terms and Conditions.

"**Service Plan**" means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

"**Services**" means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

"**Service Volume**" means a measure of Services for which a Performance Target is set; and

"**Transition Plan**" means a transition plan, acceptable to the Funder that indicates how the needs of the HSP's clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner.

1.2 **Interpretation**. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation", as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

1.3 **MSAA Indicator Technical Specification Document**. This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

ARTICLE 2 - TERM AND NATURE OFTHIS AGREEMENT

2.1 **Term**. The term of this Agreement will commence on the Effective Date and will expire on March 31, 2024 unless terminated earlier or extended pursuant to its terms.

2.2 Service Accountability Agreement. This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.

ARTICLE 3- PROVISION OF SERVICES

3.1 **Provision of Services.**

(a) The HSP will provide the Services in accordance with, and otherwise comply with:

(1) the terms of this Agreement, including the Service Plan;

(2) Applicable Law; and

(3) Applicable Policy.

(b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.

(c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the Funder, and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.

(d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

(e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient. Notwithstanding the foregoing, the HSP may discharge a patient with complex needs who continues to require Services if there is a significant risk that an individual providing Services to the patient will suffer serious physical harm and the HSP cannot reasonably reduce the risk so that it is no longer significant, provided that (i) prior to discharge the HSP uses reasonable efforts to make alternate arrangements for the patient, (ii) discharging the patient does not conflict with the HSP's obligations under Applicable Law and (iii) when discharging the patient and terminating Services the HSP complies with its obligations under Applicable Law.

3.2 **Subcontracting for the Provision of Services.**

(a) The parties acknowledge that, subject to the provisions of the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

(c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.

(d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.

3.3 **Conflict of Interest**. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

3.4 **Digital Health**. The HSP shall make best efforts to:

(a) align with, and participate in, the Funder's digital health planning, with the aim to improve data exchange and security, and use digital health to enable optimized patient experience, population health and wellbeing, and system sustainability;

(b) assist the Funder to implement the provincial digital health plans by designing and modernizing digital health assets to optimize data sharing, exchange, privacy and security;

(c) track the HSP's Digital Health performance against the Funder's plans and priorities;

(d) engage with the Funder to maintain and enhance digital health assets to ensure service resilience, interoperability, security, and comply with any clinical, technical, and information management standards, including those related to data, architecture, technology, privacy and security, set for the HSP by the Funder and/or the Ministry; and

(e) operate an information security program in alignment with reasonable guidance provided by Ontario Health.

3.5 **French Language Services.**

3.5.1 The Funder will provide the Ministry "Guide to Requirements and Obligations Relating to French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.5.2 If Not Identified or Designated. If the HSP has not been Designated or Identified it will:

(a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;

(b) work towards applying the principles of Active Offer in the provision of services;

(c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and

(d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

3.5.3 If Identified. If the HSP is Identified it will:

(a) work towards applying the principles of Active Offer in the provision of services;

(b) provide services to the public in French in accordance with its existing French language services capacity;
(c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;
(d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
(e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
(f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and
(g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

3.5.4 If Designated. If the HSP is Designated it will:

(a) apply the principles of Active Offer in the provision of services;
(b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
(c) maintain its French language services capacity;
(d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and
(e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

3.6 **Mandate Letter language**. The Funder will receive a Mandate Letter from the Ministry annually. Each Mandate Letter articulates areas of focus for the Funder, and the Ministry's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.

3.7 **Policies, Guidelines, Directives and Standards**. Either the Funder or the Ministry will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

ARTICLE 4 - FUNDING

4.1 **Funding**. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the Funder:

(a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and

(b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided

that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 **Limitation on Payment of Funding**. Despite section 4.1, the Funder:

(a) will not provide any funds to the HSP until this Agreement is fully executed;

(b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 10.4;

(d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the Funder's satisfaction; and

(e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the Funder's assessment of the information contained in the Reports.

4.3 **Appropriation**. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

4.4 **Additional Funding.**

(a) Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.

(b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the Funder with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the Funder. The Service Plan will be amended to include any approved additional funding.

(c) **Funding Increases**. Before the Funder can make an allocation of additional funds to the HSP, the parties will:

(1) agree on the amount of the increase;

(2) agree on any terms and conditions that will apply to the increase; and

(3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 **Conditions of Funding.**

(a) The HSP will:

(1) fulfill all obligations in this Agreement;

(2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;

(3) spend the Funding only in accordance with the Service Plan; and

(4) plan for and achieve an Annual Balanced Budget.

(b) The Funder may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

(c) All Funding is subject to all Applicable Law and Applicable Policy.

4.6 **Interest.**

(a) If the Funder provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.

(b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.

(c) Interest Income will be reported to the Funder and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the Funder may take one or more of the following actions:

(1) the Funder may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;

(2) the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 **Rebates, Credits and Refunds.** The HSP:

(a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;

(b) agrees that it will advise the Funder if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the Funder or the Ministry in years prior to this Agreement that was not recorded in the year of the related expenditure; and

(c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

4.8 **Procurement of Goods and Services.**

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over $25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.9 **Disposition**. The HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded $25,000 at the time of purchase.

ARTICLE 5 – REPAYMENT AND RECOVERY OF FUNDING

5.1 **Repayment and Recovery.**

(a) **At the End of a Funding Year**. If, in any Funding Year, the HSP has not spent all of the Funding the Funder will require the repayment of the unspent Funding.

(b) **On Termination or Expiration of this Agreement**. Upon termination or expiry of this Agreement and subject to section 11.4, the Funder will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement. The Funder will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.

(c) **On Reconciliation and Settlement**. If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the Funder will require the repayment of the excess Funding.

(d) **As a Result of Performance Management or System Planning**. If Services are adjusted, as a result of the performance management or system planning processes, the Funder may take one or more of the following actions:

(1) adjust the Funding to be paid under Schedule A,

(2) require the repayment of excess Funding;

(3) adjust the amount of any future funding installments accordingly.

(e) **In the Event of Forecasted Surpluses**. If the HSP is forecasting a surplus, the Funder may take one or more of the following actions:

(1) adjust the amount of Funding to be paid under Schedule A,

(2) require the repayment of excess Funding;

(3) adjust the amount of any future funding installments accordingly.

(f) **On the Request of the Funder**. The HSP will, at the request of the Funder, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:

(1) has provided false information to the Funder knowing it to be false;

(2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the Funder take reasonable steps to remedy the breach; or

(3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.

(g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 **Provision for the Recovery of Funding**. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has occurred with the Funder. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 **Process for Recovery of Funding**. If the Funder, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the Funder will give 30 Days' Notice to the HSP.

The Notice will describe:

(a) the amount of the proposed recovery;

(b) the term of the recovery, if not permanent;

(c) the proposed timing of the recovery;

(d) the reasons for the recovery; and

(e) the amendments, if any, that the Funder proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the Funder about the matters set out in the Notice within 14 Days of receiving the Notice.

The Funder will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out

in the Funder's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

(a) Settlement and Recovery of Funding for Prior Years.

(1) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the Funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

5.4 **Debt Due.**

a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the Funder at the address provided in section 12.1.

5.5 **Interest Rate**. The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6 - PLANNING & INTEGRATION

6.1 **Planning for Future Years.**

(a) **Advance Notice**. The Funder will give at least 60 Days' Notice to the HSP of the date by which a CAPS must be submitted to the Funder.

(b) **Multi-Year Planning**. The CAPS will be in a form acceptable to the Funder and may be required to incorporate:

(1) prudent multi-year financial forecasts;

(2) plans for the achievement of Performance Targets; and

(3) realistic risk management strategies.

If the Funder has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

(c) **Multi-year Planning Targets**. Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,

(1) the HSP acknowledges that if it is provided with planning targets, these targets:

a. are targets only,

b. are provided solely for the purposes of planning,

c. are subject to confirmation, and

d. may be changed at the discretion of the Funder in consultation with the HSP.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and

(2) the Funder agrees that it will communicate any changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements**. The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 **Community Engagement & Integration Activities.**

(a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans.

(b) **Integration**. The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the health system to provide appropriate, coordinated, effective and efficient services.

(c) **Reporting**. The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

6.3 **Planning and Integration Activity Pre-proposals.**

(a) **General**. A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes;

(B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:

(1) the HSP is considering an integration or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;

(2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;

(3) to identify opportunities to integrate the services of the health system, other than those identified in (A) or (B) above; or

(4) if requested by the Funder.

(b) **Funder Evaluation of the Pre-proposal**. Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.

6.4 **Proposing Integration Activities in the Planning Submission**. No integration activity described in section 6.3 may be proposed in a CAPS unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).

ARTICLE 7 - PERFORMANCE

7.1 **Performance**. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 **Performance Factors.**

(a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:

(1) describe the Performance Factor and its actual or anticipated impact;

(2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;

(3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and

(4) address any other issue or matter the party wishes to raise with the other party.

(b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").

(c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 **Performance Meetings**. During a meeting on performance, the parties will:

(a) discuss the causes of a Performance Factor;

(b) discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance; and

(c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 **The Performance Improvement Process.**

(a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:

(1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the Funder;

(2) the conduct of a Review;

(3) an amendment of the HSP's obligations;

(4) an in-year, or year-end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

(b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

7.5 **Factors Beyond the HSP's Control**. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

(a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;

(b) the Funder will not require the HSP to prepare an Improvement Plan; and

(c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8 – REPORTING, ACCOUNTING AND REVIEW

8.1 **Reporting.**

(a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.

(b) **Specific Obligations.** The HSP:

(1) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports, other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;

(2) will fulfil the specific reporting requirements set out in Schedule B;

(3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder;

(4) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation.

(c) **French Language Services**. If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.

(d) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.

(e) **Declaration of Compliance**. Within 90 Days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the Funder from time to time through the term of this Agreement.

(f) **Financial Reductions**. Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction in any of the following circumstances:

(1) its CAPS is received after the due date;

(2) its CAPS is incomplete;

(3) the quarterly performance reports are not provided when due; or

(4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

(1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars ($250.00); and

(2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 **Reviews.**

(a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

(1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and

(2) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

(b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under the Enabling Legislation or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.

(c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the Funder or its authorized representatives

and shall do so in a form requested by the Funder or its authorized representatives.

(d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 **Document Retention and Record Maintenance.** The HSP will

(a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement;

(b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

(c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 **Disclosure of Information.**

(a) **FIPPA**. The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) **Confidential Information**. The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, the Enabling Legislation, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

8.5 **Transparency**. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous

and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

8.6 **Auditor General**. For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9- REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 **General**. The HSP represents, warrants and covenants that:

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

(b) it has the experience and expertise necessary to carry out the Services;

(c) it holds all permits, licenses, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;

(d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the Funder in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and

(e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

9.2 **Execution of Agreement**. The HSP represents and warrants that:

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

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

9.3 **Governance.**

(a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:

(1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;

(2) to ensure the ongoing effective functioning of the HSP;

(3) for effective and appropriate decision-making;

(4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;

(5) for the prudent and effective management of the Funding;

(6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Enabling Legislation;

(7) to enable the preparation, approval and delivery of all Reports;

(8) to address complaints about the provision of Services, the management or governance of the HSP; and

(9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that:

(1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;

(2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;

(3) it will enforce the HSP's rights under the Performance Agreement; and

(4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 9.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

9.4 **Funding, Services and Reporting**. The HSP represents warrants and covenants that

(a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;

(b) the Services are and will continue to be provided:

(1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and

(2) in compliance with Applicable Law and Applicable Policy; and

(c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the Funder immediately.

9.5 **Supporting Documentation**. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE 10 – LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

10.1 **Limitation of Liability**. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

10.2 **Ibid**. For greater certainty and without limiting section 10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

10.3 **Indemnification**. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or willful misconduct of any Indemnified Parties.

10.4 **Insurance.**

(a) **Generally**. The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance**. The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:

(1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less

than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

a. The Indemnified Parties as additional insureds;
b. Contractual Liability;
c. Cross-Liability;
d. Products and Completed Operations Liability;
e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled “Proof of WSIA Coverage”;
f. Tenants Legal Liability; (for premises/building leases only);
g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
h. A 30-Day written notice of cancellation, termination or material change.

(2) **Proof of WSIA Coverage**. Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* (“WSIA”) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance**. The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 11 - TERMINATION AND EXPIRY OF AGREEMENT

11.1 **Termination by the Funder.**

(a) **Without Cause**. The Funder may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.

(b) **Where No Appropriation**. If, as provided for in section 4.3, the Funder does not receive the necessary funding from the Ministry, the Funder may terminate this Agreement immediately by giving Notice to the HSP.

(c) **For Cause**. The Funder may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:

(1) in the opinion of the Funder:

a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the Funder;
b. the HSP breaches any material provision of this Agreement;
c. the HSP is unable to provide or has discontinued all or part of the Services; or
d. it is not reasonable for the HSP to continue to provide all or part of the Services;

(2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the Funder provides the Funding;

(3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or

(4) the HSP ceases to carry on business.

(d) **Material Breach**. A breach of a material provision of this Agreement includes, but is not limited to:

(1) misuse of Funding;

(2) a failure or inability to provide the Services as set out in the Service Plan;

(3) a failure to provide the Compliance Declaration;

(4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;

(5) a failure to respond to Funder requests in a timely manner;

(6) a failure to: A) advise the Funder of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the Funder to resolve a Conflict of Interest; and

(7) a Conflict of Interest that cannot be resolved.

(e) **Transition Plan**. In the event of termination by the Funder pursuant to this section, the Funder and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the Funder to facilitate the transition of the HSP's clients.

11.2 **Termination by the HSP.**

(a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder provided that the Notice is accompanied by:

(1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and

(2) a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.

(b) In the event that the HSP fails to provide an acceptable Transition Plan, the Funder may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the Funder for transition costs.

11.3 **Opportunity to Remedy.**

(a) **Opportunity to Remedy**. If the Funder considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the Funder may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the Funder may terminate this Agreement:

(1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or

(2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder.

(b) **Failure to Remedy**. If the Funder has provided the HSP with an opportunity to remedy the breach, and:

(1) the HSP does not remedy the breach within the time period specified in the Notice;

(2) it becomes apparent to the Funder that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the Funder considers reasonable; or

(3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder,

then the Funder may immediately terminate this Agreement by giving Notice of termination to the HSP.

11.4 **Consequences of Termination**. If this Agreement is terminated pursuant to this Article, the Funder may:

(a) cancel all further Funding instalments;

(b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;

(c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and

(d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).

11.5 **Effective Date**. Termination under this Article will take effect as set out in the Notice.

11.6 **Corrective Action**. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

11.7 **Expiry of Agreement**. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the Funder) to the Funder, along with a Transition Plan, acceptable to the Funder, that indicates how the needs of the HSP's clients will be met following the expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.

11.8 **Failure to Provide Notice of Expiry**. If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this Agreement for so long as the Funder may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 12 - NOTICE

12.1 **Notice**. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the Funder:

Ontario Health West

356 Oxford St W, London, ON N6H 1T3

Attn: Chief Regional Officer

Email: OH-West-Reports@ontariohealth.ca

To the HSP:

AbleLiving Services Inc.

565 Sanatorium Road, Suite 205,

Hamilton, ON L9C 7N4

Attn: Chief Executive Officer

Email: ssherrer@ableliving.org

12.2 **Notices Effective From**. A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 13 – ADDITIONAL PROVISIONS

13.1 **Interpretation**. In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

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

13.3 **Waiver**. A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

13.4 **Parties Independent**. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by

any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

13.5 **Funder is an Agent of the Crown**. The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

13.6 **Express Rights and Remedies Not Limited**. The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.

13.7 **No Assignment**. The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of His Majesty the King in right of Ontario and as otherwise directed by the Ministry.

13.8 **Governing Law**. This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in

connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

13.9 **Survival**. The provisions in Articles 1.0, 5.0, 8.0, 9.5, 10.0, 12.0, 13.0 and 14.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

13.10 **Further Assurances**. The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

13.11 **Amendment of Agreement**. This Agreement may only be amended by a written agreement duly executed by the parties.

13.12 **Counterparts**. This 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.

13.13 **Insignia and Logos.** The HSP shall not use any insignia or logo of His Majesty the King in right of Ontario, including those of the Funder, unless it has received the prior written permission of the Funder to do so.

ARTICLE 14 - ENTIRE

14.1 **Entire Agreement**. This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the Funder has provided Funding to the HSP pursuant to the April 1, 2019-March 31, 2022 Multi-Sector Accountability Agreement, or amendment thereto, or a prior multi-sector accountability agreement, or amendment thereto, between the HSP and a local health integration network or Funder or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

-SIGNATURE PAGE FOLLOWS-

The parties have executed this Agreement on the dates set out below.

ONTARIO HEALTH

By: Susan deRyk — February 8, 2024

Susan deRyk, Chief Regional Officer, Ontario Health Central & West Regions — Date

And by: — February 8, 2024

Mark Brintnell, Vice President, Performance, Accountability and Funding Allocation — Date

AbleLiving Services Inc.

By: Steve Sherrer — January 31, 2024

Steve Sherrer, Chief Executive Officer — Date

I have authority to bind the HSP

And by: Elizabeth Manganelli-Staite — January 31, 2024

Elizabeth Manganelli-Staite, Board Chair — Date

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule A: Total Funder Funding

Ontario Health Program: Revenue & Expenses	Row #	Account: Financial (F) Reference OHRS VERSION 12.0	2023-2024 Plan Target
REVENUE			
Global Base Allocation	1	F 11006	$20,508,259
MOHLTC Base Allocation	2	F 11010	$0
MOHLTC Other funding envelopes	3	F 11014	$0
Ontario Health One Time	4	F 11008 & 11009	$0
MOHLTC One Time	5	F 11012	$0
Paymaster Flow Through (Row 79)	6	F 11019	$0
Service Recipient Revenue	7	F 11050 to 11090	$1,173,011
Subtotal Revenue Ontario Health/MOHLTC	**8**	**Sum of Rows 1 to 7**	**$21,681,270**
Recoveries from External/Internal Sources	9	F 12*, [excl. F 1217*, 1219*, 122*]	$115,291
Donations	10	F 131*, & 151*	$0
Other Funding Sources & Other Revenue	11	F 130* to 190*, 110*, [excl. F 11006, 11008 to 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	$77,613
Subtotal Other Revenues	**12**	**Sum of Rows 9 to 11**	**$192,904**
TOTAL REVENUE FUND TYPE 2	**13**	**Sum of Rows 8 and 12**	**$21,874,174**
EXPENSES			
Compensation			
Salaries (Worked hours + Benefit hours cost) (Row 90+101)	14	F 31010, 31030, 31090, 35010, 35030, 35090	$13,774,172
Benefit Contributions (Row 91+102)	15	F 31040 to 31085 , 35040 to 35085, 38040 to 38085, 39040 to 39085	$3,509,943
Employee Future Benefit Compensation	16	F 305*	$0
Physician Compensation (Row 128)	17	F 39010, 39030, 39090	$0
Physician Assistant Compensation (Row 129)	18	F 39010, 39030, 39090	$0
Nurse Practitioner Compensation (Row 130)	19	F 38010, 38030, 38090	$0
Physiotherapist Compensation (Row 131)	20	F 31010, 31030, 31090, 35010, 35030, 35090	$0
Chiropractor Compensation (Row 132)	21	F 31010, 31030, 31090, 35010, 35030, 35090	$0
All Other Medical Staff Compensation (Row 133)	22	F 39095	$0
Sessional Fees	23	F 39092	$0
Service Costs			
Med/Surgical Supplies & Drugs	24	F 460*, 465*, 560*, 565* [excl. F 46080]	$161,769
Supplies & Sundry Expenses	25	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	$2,005,170
Community One Time Expense	26	F 69596	$0
Personal Protective Equipment Expense	27	F 46080	$43,000
Equipment Expenses	28	F 7*, [excl. F 750*, 780*]	$129,939
Contracted Out Expense	29	F 8*	$1,936,425
Buildings & Grounds Expenses	30	F 9*, [excl. F 950*]	$313,756
TOTAL EXPENSES FUND TYPE 2	**31**	**Sum of Rows 14 to 30**	**$21,874,174**
FUND TYPE 2 - NET SURPLUS/(DEFICIT) FROM OPERATIONS	**32**	**Row 13 minus Row 31**	**$0**
Amortization - Grants/Donations Revenue	33	F 141*	$0
Amortization - Major Equip, Software License & Fees	34	F 750* , 780*	$0
Amortization - Building	35	F 950*	$0
NET SURPLUS/(DEFICIT) Incl. Amortization	**36**	**Sum of Rows 33 to 35**	**$0**
FUND TYPE 3 - OTHER			
Total Revenue (Type 3)	37	F 1*	$5,933,916
Total Expenses (Type 3)	38	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$5,933,916
NET SURPLUS/(DEFICIT) FUND TYPE 3	**39**	**Row 37 minus Row 38**	**$0**
FUND TYPE 1 - HOSPITAL			
Total Revenue (Type 1)	40	F 1*	$0
Total Expenses (Type 1)	41	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0
NET SURPLUS/(DEFICIT) FUND TYPE 1	**42**	**Row 40 minus Row 41**	**$0**

ALL FUND TYPES				
Total Revenue (All Funds)		43	Row 15 + Row 39 + Row 42	$27,808,090
Total Expenses (All Funds)		44	Row 16 + Row 40 + Row 43	$27,808,090
NET SURPLUS/(DEFICIT)	**ALL FUND TYPES**	**45**	**Row 43 minus Row 44**	**$0**

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule B: Reports - Community Support Services

Only those requirements listed below that relate to the programs and services that are funded by Ontario Health will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "*".

When a reporting due date falls on a weekend, the report will be due on the next business day.

OHRS/MIS Trial Balance Submission (through OHFS)*	
2023-24	**Due Date (Must pass 3c Edits)**
2023-24 Q2	October 31, 2023
2023-24 Q3	January 31, 2024
2023-24 Q4	May 31, 2024

Supplementary Reporting - Quarterly Report (through SRI)*	
2023-24	**Due Date**
2023-24 Q2	November 7, 2023
2023-24 Q3	February 7, 2024
2023-24 Q4	June 7, 2024

Annual Reconciliation Report (ARR) through SRI*	
Fiscal Year	**Due Date**
2023-24	June 30, 2024

Board Approved Audited Financial Statements *	
Fiscal Year	**Due Date**
2023-24	June 30, 2024

Declaration of Compliance	
Fiscal Year	**Due Date**
2023-24	June 30, 2024

Community Support Services – Other Reporting Requirements		
Requirement	**Due Date**	
French Language Service Report	2023-24	April 29, 2024

Community Engagement and Integration Activities Reporting	
Fiscal Year	**Due Date**
2023-24	June 30, 2024

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule C: Directives, Guidelines & Policies - Community Support Services

Only those requirements listed below that relate to the programs and services that are funded by Ontario Health will be applicable.

• **2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement**
• **2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement**
• **2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement**
• **Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)**
• **Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)**
• **Attendant Outreach Service Policy Guidelines and Operational Standards (1996)**
• **Broader Public Sector Perquisites Directive August 2011**
• **Broader Public Sector Procurement Directive July 2011**
• **Community Financial Policy, 2016**
• **Community Support Services Complaints Policy (2004)**
• **Guide to Requirements and Obligations Relating to French Language Health Services, November 2017**
• **Guideline for Community Health Service Providers Audits and Reviews, August 2012**
• **Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year**
• **Personal Support Services Wage Enhancement Directive, 2014**
• **Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014**
• **Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014**
• **Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012**
• **Screening of Personal Support Workers (2003)**

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule D1: Core Indicators

Performance Indicators	2023-2024 Target	Performance Standard
*Balanced Budget - Fund Type 2	$0	>=0
**Percentage Total Margin	0.00%	>= 0%
Service Activity by Functional Centre (Refer to Schedule D2a)		
Number of Individuals Served (By Functional Centre- Refer to Schedule D2a)		
Monitoring Indicators		
Variance forecast to Actual Expenditures		
Variance Forecast to Actual Units of Service		
Alternate Level of Care (ALC) Rate		
Explanatory Indicators		
Cost per Unit Service (by Functional Centre)		
Cost per Individual Served (by Program/Service/Functional Centre)		
Client Experience		
Percentage of Alternate Level of Care (ALC) days		

* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget
** No negative variance is accepted for Total Margin

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule D2A: Clinical Activity - Detail

OHRS Description & Functional Centre *These values are provided for information purposes only. They are not Accountability Indicators.		2023-2024 Target	2023-2024 Performance Standard
Administration and Support Services 72 1			
Full-time equivalents (FTE)	72 1	**16.04**	n/a
Total Cost for Functional Centre	72 1	**$2,050,649**	n/a
In-Home HPS - Occupational Therapy 72 5 30 40 55			
Full-time equivalents (FTE)	72 5 30 40 55	**0.50**	n/a
Visits	72 5 30 40 55	**700**	595 - 805
Individuals Served by Functional Centre	72 5 30 40 55	**50**	40 - 60
Total Cost for Functional Centre	72 5 30 40 55	**$30,128**	n/a
CSS IH - Service Arrangement/Coordination 72 5 82 05			
Full-time equivalents (FTE)	72 5 82 05	**3.65**	n/a
Visits	72 5 82 05	**7,856**	7,463 - 8,249
Individuals Served by Functional Centre	72 5 82 05	**704**	598 - 810
Total Cost for Functional Centre	72 5 82 05	**$297,865**	n/a
CSS IH - Meals Delivery 72 5 82 10			
Full-time equivalents (FTE)	72 5 82 10	**1.00**	n/a
Individuals Served by Functional Centre	72 5 82 10	**949**	807 - 1,091
Meal Delivered-Combined	72 5 82 10	**33,776**	32,425 - 35,127
Total Cost for Functional Centre	72 5 82 10	**$171,873**	n/a
CSS IH - Social and Congregate Dining 72 5 82 12			
Full-time equivalents (FTE)	72 5 82 12	**1.70**	n/a
Individuals Served by Functional Centre	72 5 82 12	**610**	519 - 702
Attendance Days	72 5 82 12	**15,700**	14,915 - 16,485
Total Cost for Functional Centre	72 5 82 12	**$116,625**	n/a
CSS IH - Transportation - Client 72 5 82 14			
Full-time equivalents (FTE)	72 5 82 14	**1.28**	n/a
Visits	72 5 82 14	**5,714**	5,428 - 6,000
Individuals Served by Functional Centre	72 5 82 14	**699**	594 - 804
Total Cost for Functional Centre	72 5 82 14	**$112,004**	n/a

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule D2A: Clinical Activity - Detail

OHRS Description & Functional Centre *These values are provided for information purposes only. They are not Accountability Indicators.		2023-2024 Target	2023-2024 Performance Standard
CSS IH - Homemaking 72 5 82 31			
Full-time equivalents (FTE)	72 5 82 31	**19.96**	n/a
Hours of Care	72 5 82 31	**36,404**	34,948 - 37,860
Individuals Served by Functional Centre	72 5 82 31	**936**	796 - 1,076
Total Cost for Functional Centre	72 5 82 31	**$1,248,892**	n/a
CSS IH - Personal Support/Independence Training 72 5 82 33			
Full-time equivalents (FTE)	72 5 82 33	**43.37**	n/a
Hours of Care	72 5 82 33	**59,963**	58,164 - 61,762
Individuals Served by Functional Centre	72 5 82 33	**346**	277 - 415
Total Cost for Functional Centre	72 5 82 33	**$2,663,367**	n/a
CSS IH - Assisted Living Services 72 5 82 45			
Full-time equivalents (FTE)	72 5 82 45	**174.90**	n/a
Inpatient/Resident Days	72 5 82 45	**64,577**	62,640 - 66,514
Individuals Served by Functional Centre	72 5 82 45	**252**	202 - 302
Total Cost for Functional Centre	72 5 82 45	**$15,182,771**	n/a
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		**262.40**	n/a
Total Visits for all F/C		**14,270**	13,557 - 14,984
Total Not Uniquely Identified Service Recipient Interactions for all F/C		**0**	0 - 0
Total Hours of Care for all F/C		**96,367**	93,476 - 99,258
Total Inpatient/Resident Days for all F/C		**64,577**	62,640 - 66,514
Total Individuals Served by Functional Centre for all F/C		**4,546**	4,091 - 5,001
Total Attendance Days for all F/C		**15,700**	14,915 - 16,485
Total Group Sessions for all F/C		**0**	0 - 0
Total Meals Delivered for all F/C		**33,776**	32,425 - 35,127
Total Group Participants for all F/C		**0**	0 - 0
Total Service Provider Interactions for all F/C		**0**	0 - 0

Multi-Sector Service Accountability Agreements

Ontario Health - West Region

Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule D2A: Clinical Activity - Detail

OHRS Description & Functional Centre *These values are provided for information purposes only. They are not Accountability Indicators.	2023-2024 Target	2023-2024 Performance Standard
Total Mental Health Sessions for all F/C	**0**	0 - 0
Total Cost for All F/C	**$21,874,174**	n/a
Total Service Provider Group Interactions for all F/C	**0**	0 - 0

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule D2D: CSS Sector Specific Indicators

Performance Indicators	2023-2024 Target	Performance Standard
No Performance Indicators	-	-

Explanatory Indicators
Number of persons waiting for service (by functional centre)

Developmental Indicators
Average Number of Days Waited for First Service (By Functional Centre)

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 Schedule D3: Local Obligations

This schedule sets out provincial goals identified by Ontario Health (OH) and the Local Obligations associated with each of the goals. The provincial goals apply to all HSPs and HSPs must select the most appropriate obligation(s) under each goal for implementation. HSPs must provide a report on the progress of their implementation(s) as per direction provided by OH regional teams.

Goal: Improve Access and Flow by Reducing Alternate Level of Care (ALC)

Local Obligations related to goal:

- Participate in and align with regional plans to support admission diversion, maximize capacity, and support patients transition to community.

Goal: Advance Indigenous Health Strategies and Outcomes

Local Obligations related to goal:

- Develop and/or advance First Nations, Inuit, Métis and Urban Indigenous (FNIMUI) FNIMUI Health Workplan:
  a. Partner with your OH team to work through a process of establishing a First Nations, Inuit, Métis and Urban Indigenous Health Workplan, which aligns with provincial guidance, and includes a plan for Indigenous cultural awareness (improving understanding of Indigenous history, perspectives, cultures, and traditions) and cultural safety (improving understanding of anti-racist practice and identifying individual and systemic biases that contribute to racism across the health care system). Ontario Health will provide guidance material to support this process.
  b. Or, if a First Nations, Inuit, Métis and Urban Indigenous Health Workplan (or similar) already exists, demonstrate advancement to implementation of the plan.

- Demonstrate progress (and document in reporting template) on outcomes, access and/or executive training:
  a. Improvement in outcomes regarding First Nations, Inuit, Métis and Urban Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on the data currently available to them. In future years, standardized indicators will be developed.)
  b. Progress in increasing culturally safe access to healthcare services, programs to foster Indigenous engagement, and relationship building to improve Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on initiatives they have targeted in their First Nations, Inuit, Métis and Urban Indigenous Health Workplan. In future years, standardized indicators will be developed.)
  c. Demonstrate that executive level staff have completed Indigenous Cultural Safety Training

Goal: Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to Improve Health Outcomes

Local Obligations related to goal:

- Develop and/or advance an organizational health equity plan
  - develop an equity plan that aligns with OH equity, inclusion, diversity and anti-racism framework, and existing provincial priorities, where applicable (i.e., French language health services plan; Accessibility for Ontarians with Disabilities Act; the provincial Black Health Plan; High Priority Community Strategy; etc.). Please note that HSPs will be provided with guidance materials to help develop their equity plan and complete a reporting template to submit to the region.
  - Or, if an equity plan already exists, demonstrate advancement to implementation of the plan, by completing the equity reporting template and submitting to the region.

- Increase understanding and awareness of health equity through education/continuous learning
  - Continue capacity-building through knowledge transfer, education, and training about health equity within the Region, HSPs will demonstrate that a minimum, executive level staff have completed relevant equity, inclusion, diversity, and anti-racism education (recommended education options to be provided).

2023-2024 Schedule E: Project Funding Agreement Template

Project Funding Agreement Template

Note:	**This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by Ontario Health.**

THIS PROJECT FUNDING AGREEMENT ("PFA") is effective as of [insert date] (the "Effective Date") between:

ONTARIO HEALTH

- and -

[Legal Name of the Health Service Provider] (the "**HSP**")

WHEREAS Ontario Health and the HSP entered into a Service Accountability Agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms of pursuant to which Ontario Health will fund the HSP for [insert brief description of project] (the "Project");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

1.0 **Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:

"**Project Funding**" means the funding for the Services;

"Services" mean the services described in Appendix A to this PFA; and

"Term" means the period of time from the Effective Date up to and including [insert project end date].

2.0 **Relationship between the SAA and this PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.

3.0 **The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.

4.0 **Rates and Payment Process.** Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

5.0 **Representatives for PFA.**

(a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.

(b) Ontario Health's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]

6.0 **Additional Terms and Conditions.** The following additional terms and conditions are applicable to this PFA.

(a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.

(b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]

By:

[insert name and title]

Ontario Health

By:

[insert name and title]

APPENDIX A: SERVICES

1. **DESCRIPTION OF PROJECT**

2. **DESCRIPTION OF SERVICES**

3. **OUT OF SCOPE**

4. **DUE DATES**

5. **PERFORMANCE TARGETS**

6. **REPORTING**

7. **PROJECT ASSUMPTIONS**

8. **PROJECT FUNDING**

   8.1 The Project Funding for completion of this PFA is as follows:[X]

   8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time funding and is not to exceed [X].

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

2023-2024 - Schedule F: Declaration of Compliance

DECLARATION OF COMPLIANCE
Issued pursuant to the MSAA effective April 1, 2023

To: **The Board of Directors** of the [insert name of Ontario Health Region].
Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of HSP] (the "HSP")

Date: [insert date]

Re: April 1, 2023 – March 31, 2024 (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the Ontario Health Region and the HSP effective April 1, 2023.

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the "MSAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

(i) Article 4.8 of the MSAA concerning applicable procurement practices;
(ii) The *Connecting Care Act, 2019;* and
(iii) Any compensation restraint legislation which applies to the HSP

_____
[insert name of Chair], [insert title]

Multi-Sector Service Accountability Agreements

Ontario Health - West Region
Health Service Provider: AbleLiving Services Inc.

Appendix 1 - Exceptions

[Please identify each obligation under the MSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

2023-2024 Schedule G: Home and Community Care Services Terms and Conditions

STANDARD TERMS AND CONDITIONS FOR HSPs PROVIDING PROFESSIONAL SERVICES

"Home and community care services", "professional services" and "personal support services" have the meaning ascribed to such terms in O.Reg. 187/22: Home and Community Care Services, under the Connecting Care Act, 2019.

1.0 Ethical and Legal Standards and Practices.

The HSP shall comply with generally accepted ethical and legal standards and practices for the provision of professional services and personal support services.

2.0 Locations of service.

The HSP shall only provide home and community care services that are professional services to a person in their own home or in a congregate or group setting, such as a clinic or transitional bedded care setting.

If the HSP is funded to provide home and community care services in a congregate or group setting, it shall only provide those services in accordance with the following terms and conditions:

(a) In a clinic setting, the HSP shall
   a. not also provide physician services;
   b. ensure the clinic meets applicable patient safety and public health requirements; and
   c. ensure that there is efficient and appropriate access to services in the clinic for persons referred to the clinic by a Home and Community Care Support Services (HCCSS) organization, physician or nurse practitioner in the community, or another health service provider or Ontario Health Team; and

(b) In a transitional bedded care setting, the HSP shall:
   a. not provide home and community care services other than professional services and personal support services
   b. provide those services only to patients who are medically stable, have rehabilitative potential, require transitional care, and do not require hospital inpatient care; and
   c. provide those services only to patients who are staying in beds that are licensed under and subject to the Retirement Homes Act, 2010 or in beds that are funded by Ontario Health under the Connecting Care Act, 2019 as home and community care services that include accommodation.

3.0 interRAI.

In assessing and re-assessing a person's needs, the HSP shall ensure use of an interRAI assessment tool (e.g. interRAI Contact Assessment, interRAI Home Care and/or interRAI Community Health Assessment (CHA)) that is appropriate to the person's circumstances.

Despite the above, the HSP may apply professional and clinical judgement and leverage other clinical assessments, to determine that an interRAI assessment is not required for some or all patients requiring funded home and community care services as part of a post-acute short-stay program in the community, so long as the patient:

1. is clinically and socially stable;
2. has predictable care needs;
3. is at low risk of functional, medical or cognitive decline, and;
4. has a clear trajectory to transition to independence and/or self-care.

The HSP will work with HCCSS to ensure this is reflected in the patient care plan.

4.0 PSS Hourly Contract Rate.

The HSP shall ensure that if any of its service contracts with Service Provider Organizations (SPOs) set an hourly rate for funded personal support services (PSS) classified under the Client Health and Related Information System (CHRIS) as PSW General, PSW General Rural Rate, or PSW General Urban Rate, the contracted hourly rate paid to the SPO shall be set at the standard provincial hourly rate for PSS that is established, and updated from time to time, by the Ministry. If the Ministry updates the standard provincial hourly rate for PSS, the HSP shall update its service contracts with SPOs to set the contracted hourly rate as directed by the Ministry.

5.0 Other Standard Hourly Contract Rates.

The HSP shall ensure that if the Ministry sets a standard provincial hourly rate to be paid to SPOs for any professional services, any contract the HSP has with an SPO for the provision of those services at an hourly rate shall set the rate as directed by the ministry, and if the ministry updates the standard provincial hourly rate for these services, the HSP shall update those contracts to set the contracted hourly rate as directed by the Ministry.

6.0 PSW Hourly Wage.

The HSP shall ensure that any of its service contracts with SPOs for the provision of funded PSS, and any of its contracts of employment with persons providing funded PSS, set out the standard provincial hourly base wage paid to the person providing these services, that is established and updated by the Ministry from time to time, in addition to any pandemic or other provincial compensation that these workers may be eligible to receive. If the Ministry updates the standard provincial hourly base wage, the HSP shall update its service contracts with SPOs to set the hourly rate as directed by the Ministry.

7.0 Scheduling In-Home Visits.

The HSP shall seek to enable scheduling with SPOs or HCCSS of in-home visits to meet patient needs while making best use of the workforce and supporting front-line workers

8.0 Procuring SPOs.

The HSP shall comply with the Broader Public Service (BPS) Procurement Directive in procuring services from or otherwise making arrangements with an SPO for the delivery of any funded home and community care services.

9.0 SPO pre-qualification.

The HSP shall procure funded services only from an SPO on the list of pre-qualified providers published by Ontario Health on its website, unless there is no SPO on the prequalification list able to provide the service.

10.0 SPO Contract Performance Management.

The HSP shall apply the Client Services Contract Performance Framework to its management of any contracts with SPOs.

11.0 SPO Balancing.

Prior to entering into, renewing, or extending a contract with an SPO that also has a contract with a HCCSS organization to provide the same home and community care services to patients in the same geographic region, or with an SPO that also has a contract with another health service provider or Ontario Health Team for the delivery of the same home and community care services, the HSP shall work with that HCCSS organization or other health service provider or Ontario Health Team to develop and implement a plan to structure the arrangement in a way that supports and promotes equity of access to publicly-funded home and community care services for patients in the same geographic region of both organizations, including when local health human resources are limited.

12.0 Coordination with Home and Community Care Support Services.

The HSP shall work with HCCSS and other health service providers to coordinate service delivery for patients receiving home and community care services from the health service provider and HCCSS or other health service providers during the same time period.

The HSP shall work with HCCSS and other health service providers to transition patients to HCCSS before terminating the home and community care services provided by the health service provider.

13.0 CHRIS.

The HSP shall work with HCCSS to ensure that complete and accurate information related to its provision of funded services, including through SPOs, is reported into CHRIS in accordance with ministry direction.

If the HSP is unable to report this information into CHRIS directly, until such time as the HSP is able to report into CHRIS, the HSP shall collect and preserve the information to support patient care coordination and service utilization, including but not limited to care episode, diagnosis, eligibility assessment, admission and discharge, and patient care services, and the HSP shall enter this information into CHRIS at its earliest opportunity.

14.0 Ontario Healthcare Financial and Statistical System (OHFSS).

The HSP shall report financial information related to its provision of funded services through the OHFSS using the appropriate Ontario Healthcare Reporting Standards (OHRS) codes and in accordance with specifications established by the ministry.

In accordance with these reporting standards the minimum requirements are sector code 353 Home Care and Transfer Payment Budget Entity (TPBE) HC-OH. Functional Center reporting will be determined via services approved under this TPBE (refer to applicable version of the OHRS Guidelines - Chapter 5 Home and Community Care Support Services).

15.0 Information Management Reporting.

The HSP shall meet Ontario Health and ministry information management reporting requirements including requirements for reporting on services delivered by SPOs.

16.0 Financial Reporting.

The HSP shall ensure that financial information related to the HSP's provision of funded services is captured in the HSP's annual financial auditing activities.