



## HEALTH COMMITTEE

Wednesday, April 12, 2023 – 9:30 a.m.

### AGENDA

1. Call to order.
2. Land Acknowledgement.
3. Roll call.
4. Disclosure of pecuniary interest and general nature thereof.
5. Adoption of minutes of previous meeting held on March 8, 2023.
6. Delegations – None at time of mailing.

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7. Emergency Services Department Report	2
8. Long-Term Care Report	16
9. Board of Health Minutes – None at time of mailing.	
10. New Business.	
11. Closed Meeting: Pursuant to Section 239 of the Municipal Act, 2001, as amended for the purpose of: A proposed or pending acquisition or disposition of land by the municipality or local board.	
12. Date of next meeting (Wednesday, May 17, 2023) and adjournment.	

- NOTE:**
- a) **County Council: Wednesday, April 26, 2023.**
  - a) Submissions received from the public, either orally or in writing may become part of the public record.

**COUNTY OF RENFREW**  
**EMERGENCY SERVICES REPORT**

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**TO:** Health Committee  
**FROM:** Michael Nolan, Director of Emergency Services/Chief, Paramedic Service  
**DATE:** April 12, 2023  
**SUBJECT:** Department Report

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**INFORMATION**

**1. RC VTAC Announcement**

On Friday, March 24 at the Renfrew Paramedic Base, Renfrew-Nipissing-Pembroke MPP John Yakabuski announced that the Renfrew County Virtual Triage and Assessment Centre (RC VTAC) will become a permanent service in the County of Renfrew, with an initial annual investment by the provincial government of \$3.2 million in 2023-24. Attached as Appendix ES-I, a letter from Mr. Evan Mills, Director, Digital Health Program Branch, Digital and Analytics Strategy Division confirming the operational funding for 2023-24.

**2. Ontario Health Insurance Plan (OHIP) Information Bulletin**

Attached as Appendix ES-II is an Info Bulletin from OHIP providing details of the agreement reached between OHIP and the Ontario Medical Association to extend some temporary COVID-19 physician fee codes to June 30, 2023.

**3. COVID Funding**

Attached as Appendix ES-III is a letter and funding schedule from Assistant Deputy Minister Susan Picarello, providing funding details for COVID-19 response in the emergency health services sector. The County of Renfrew will receive one-time funding of up to \$1,236,452 for 2022 calendar year and \$357,470 for January to March for the 2023 calendar year.

**4 Emergency Management – Senior and Elected Official’s Workshop**

On March 29th the County hosted two sessions of the Senior and Elected Official’s Workshop on Emergency Management. The event was well attended with a total of 58 representatives from 17 lower tiers and the County.

Topics covered included:

- The five pillars of emergency management Prevention, Mitigation, Preparedness, Response and Recovery.
- Legislation and requirements
- Provincial system overview and expectations.
- Roles played by Council Head and Councillors in emergency management.
- What is an emergency?
- How to declare an emergency - what's involved and what it means.
- What provincial systems are in place to assist with a disaster.

## **5. Stryker ProCare Defibrillator Maintenance Agreement**

The Paramedic Service has renewed an agreement with Stryker ProCare Services for maintenance of the LP15 Defibrillators for one year in the amount of \$16,127.76. This contract is for preventative maintenance of the 33 LP15 units in daily use by the Service.

## **6. 2022 Unaudited Financial Statements for the Emergency Services Department**

Attached as Appendix ES-IV is a copy of the 2022 Unaudited Financial Statements for the Emergency Services Department as at December 31, 2022. Mr. Jeffrey Foss, Director of Corporate Services will provide an overview at our meeting.

## **7. County of Renfrew Community Paramedic Reserve**

On January 27, 2021, the County of Renfrew signed an agreement with Arnprior Regional Health to work together to establish and operate a Renfrew County Virtual Triage and Assessment Center to respond to the spread of COVID-19 and ease the pressure on hospital emergency departments. The relationship between the parties is that of independent contractors. As such, the County of Renfrew was contracted to provide for community assessment and screening for COVID-19 through the combination of mobile outreach clinics and by attending the homes of people who were unable to attend the clinics. Each Renfrew County clinic was staffed based upon demand and pre-approved levels by Arnprior Regional Health. This contract provided that the County could submit invoices to Arnprior Regional Health at \$1,000 per day per Paramedic and \$500 per day for non-Paramedic staff. This billing arrangement led to an operating surplus at the end of 2020 and Council approved the creation of a Community Paramedic Reserve.

Finance staff have prepared draft financial statements for 2022 and have determined that there is an operating deficit within the Community Paramedic Long Term Care Program. Staff are requesting that the Finance & Administration Committee recommend to County Council the use of \$112,879.25 from the existing Community Paramedic Reserve to cover the operating deficit within the Community Paramedic Long Term Care Program as at December 31, 2022. The use of these reserve funds to ensure that this deficit does not impact the corporation and that no property tax levy dollars are used to support this program.

## **BY-LAWS**

### **8. User Fee By-Law**

**Recommendation:** THAT the Health Committee recommends to County Council that the User Fee for the cost of deploying a Paramedic crew for a specific event be increased from \$200 to \$225 per hour.

#### **Background**

The additional cost for this service is to reflect increases in staff salaries, supplies and fuel. This fee has not been increased since 2018.

### **9. Renfrew County Virtual Triage and Assessment Centre (RC VTAC)**

**Recommendation:** THAT Health Committee recommend that County Council adopt a By-law authorizing the Warden and CAO/Clerk to sign the Lease Agreement and letter of agreement between the County of Renfrew and Carefor Health and Community Services to lease office space at 425 Cecelia Street, Pembroke for tenancy of the Renfrew County Virtual Triage and Assessment Centre for a term of one (1) year: April 1, 2023 - March 31, 2024.

#### **Background**

The initial lease for office space was limited to two months based on Provincial funding for RC VTAC expiring on March 30, 2023. On March 24, 2023, permanent funding was announced for RC-VTAC and as a result, the lease is being extended for a term of one year, April 1, 2023 - March 31, 2024.

**Ministry of Health  
Ministry of Long-Term Care**

Digital and Analytics Strategy  
Division

Digital Health Program Branch

222 Jarvis Street, 7<sup>th</sup> Floor  
Toronto ON M7A 0B6

Telephone: 416 326-1582

**Ministère de la Santé  
Ministère des Soins de longue durée**

Division des stratégies relatives au  
numérique et à l'analytique

Direction du Programme des solutions  
numériques pour la santé

222, rue Jarvis, 7<sup>e</sup> Floor  
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Téléphone: 416 326-1582



**MEMORANDUM TO:** Dr. Jonathan Fitzsimon & Mike Nolan  
Renfrew County Virtual Triage and Assessment Centre

**FROM:** Evan Mills  
Director, Digital Health Program Branch  
Digital and Analytics Strategy Division

**DATE:** March 31<sup>st</sup>, 2023

**SUBJECT:** Confirmation of Operational Funding for FY 2023-24

Thank you for your dedication and ongoing commitment in ensuring timely access to COVID-19 related care and virtual primary care services for the people of Renfrew County. The Ministry of Health understands that the Renfrew County Virtual Triage and Assessment Centre (RC VTAC) continues to strengthen access to health care in Renfrew County.

Ontario is emerging from the triple threat: RSV and flu case counts are steadily declining, and key COVID-19 indicators are showing improvement after a rise over the December holiday season. Given the decrease in respiratory illness cases, Ontario is beginning to normalize our pandemic response and work on establishing a longer-term response.

The Ministry of Health has confirmed continued operational funding for RC VTAC into fiscal year 2023/24. Ontario Health will be in contact with you shortly to communicate next steps.

Sincerely,

Evan Mills  
Director, Digital Health Program Branch  
Digital and Analytics Strategy Division



<https://www.ontario.ca/page/government-ontario>

Ministry of Health

Ministry of Long-Term Care

## Ontario Health Insurance Plan

### INFOBulletin

#### Extension of some temporary COVID-19 physician fee codes

#### Temporary physician fee codes for COVID-19 Assessment Centres and after-hours premiums will be extended

**To:** All Physicians

**Category:** Physician Services

**Written by:** Provider Services Branch; Physician and Provider Services Division

**Date issued:** March 29, 2023

**Bulletin Number:** 230308

The Ministry of Health and the Ontario Medical Association (OMA) have reached an agreement to extend some temporary COVID-19 physician fee codes under the Ontario Health Insurance Plan (OHIP) as outlined below.

The temporary COVID-19 services listed below expire on June 30, 2023.

Please note individual COVID-19 Assessment Centres may wind down earlier.

#### 1) COVID-19 Sessional Fees

- Continue the H409 and H410 sessional fees for insured services rendered by physicians at eligible COVID-19 Assessment Centres designated by the ministry until June 30, 2023.
- Refer to INFOBulletin [220904](#)  
<https://www.health.gov.on.ca/en/pro/programs/ohip/bulletins/redux/bul220904.aspx> for details on this initiative.

#### 2) After Hours Procedure Premiums

- Continue the temporary payment criteria for after-hours procedure premiums E409 and E410, for eligible elective surgeries and procedures, until June 30, 2023.
- Refer to INFOBulletin [220904](#)  
<https://www.health.gov.on.ca/en/pro/programs/ohip/bulletins/redux/bul220904.aspx> for details on the premiums.

#### Keywords/Tags

OHIP; Physicians; COVID-19; H409; H410; E409; E410

#### Contact Information

Do you have questions about this INFOBulletin? [Email the Service Support Contact Centre](#) <mailto:SSContactCentre.MOH@ontario.ca> or call 1-800-262-6524.

#### For More Information

Call **ServiceOntario**, INFOline at:

[1-866-532-3161](tel:+1-866-532-3161) <tel:+1-866-532-3161> (Toll-free)

In Toronto, [\(416\) 314-5518](tel:416-314-5518) <tel:416-314-5518>

TTY [1-800-387-5559](tel:1-800-387-5559) <tel:+1-800-387-5559>

In Toronto, TTY [\(416\) 327-4282](tel:416-327-4282) <tel:416-327-4282>

Hours of operation: Monday to Friday, 8:30 a.m. – 5:00 p.m.



**Ministry of Health**  
**Assistant Deputy Minister**  
 Emergency Health Services Division

5700 Yonge Street  
 6<sup>th</sup> Floor  
 Toronto ON M2M 4K5  
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**Sous-ministre Adjoint**  
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March 27, 2023

eApprove-182-2022-412

Craig Kelly  
 Chief Administrative Officer  
 The County of Renfrew  
 County of Renfrew Paramedic Service  
 9 International Drive  
 Pembroke ON K8A 6W5

Dear Craig Kelly:

**Re: Ministry of Health Agreement with The County of Renfrew effective the 5th day of March 2014 (the “Agreement”)**

This letter is further to the recent letter from the Honourable Sylvia Jones, Deputy Premier and Minister of Health, in which she informed your organization that the Ministry of Health (the “ministry”) will provide The County of Renfrew for County of Renfrew Paramedic Service one-time funding of up to \$1,236,452 for the 2022 calendar year and \$357,470 for January to March for the 2023 calendar year. This funding is to support various Coronavirus Disease (COVID-19) initiatives as part of the COVID-19 response in the emergency health services sector.

You are required to monitor and track COVID-19 related spending separately from your regular program operating costs related to any previously approved base and one-time funding.

Please see COVID-19 funding breakdown by initiatives along with related program policies, guidelines and reporting requirements shown in ‘COVID-19 Funding Schedule’, enclosed with this letter. Your grant will be adjusted in your electronic transfer payments upon approval of funding.

Should you require any further information or clarification, please contact Ayushi Hooda, (A) Senior Financial Analyst at 437-217-7496 or by e-mail at [Ayushi.Hooda2@ontario.ca](mailto:Ayushi.Hooda2@ontario.ca).

Thank you for your dedication and commitment to improving ambulance services in Ontario as we modernize and strengthen our public health care system and for all that you and your organization are doing to protect the health and safety of the people of Ontario.

Sincerely,



Susan Picarello  
Assistant Deputy Minister

Enclosure

- c: Peter Emon, Warden, The County of Renfrew  
Michael Nolan, Chief, Paramedic Service and Director, Emergency Services, The County of Renfrew  
Jim Yuill, Director, Financial Management Branch, Ministry of Health  
Jeffrey Graham, (A) Director, Fiscal Oversight & Performance Branch, Ministry of Health  
Alison Blair, Associate Deputy Minister, Health Integration and Partnerships, Ministry of Health  
Stuart Mooney, Director, Emergency Health Program Management & Delivery Branch, Ministry of Health  
Christopher Baillie, Senior Field Manager, Central East Field Office, Emergency Health Program Management & Delivery Branch, Ministry of Health



## COVID-19 Funding Schedule

### Funding Breakdown

**Re: Ministry of Health Agreement with The County of Renfrew effective the 5th day of March 2014 (the “Agreement”)**

COVID-19 one-time funding pursuant to section 4.2 of the Agreement. All terms and conditions contained in the Agreement remain in full force and effect.

Recipient Name	TP Recipient #	Funding Initiative	Previously Funded					
			FY19-20 Mar 2020	FY20-21 Apr-Dec 2020	FY20-21 Jan-Mar 2021	FY21-22 Apr-Dec 2021	FY21-22 Jan-Mar 2022	Previously Funded Total
			A	B	C	D	E	F = A+B+C+D+E
The County of Renfrew for County of Renfrew Paramedic Service	25	COVID-19 General Expense Funding	74,834	2,852,230	1,009,837	910,531	234,782	5,082,214
		Vaccine Distribution Funding	-	-	-	641,493	64,185	705,678
		Incident Management System Funding	-	-	-	-	-	-
Total			74,834	2,852,230	1,009,837	1,552,024	298,967	5,787,892

Recipient Name	TP Recipient #	Funding Initiative	This Funding Letter				
			FY21-22 Jan-Mar 2022 Adjustment	FY22-23 Apr-Dec 2022	FY22-23 Jan-Mar 2023 Projection	Total Funding	Total Funding to Date
			G	H	I	J = G+H+I	K = F+J
The County of Renfrew for County of Renfrew Paramedic Service	25	COVID-19 General Expense Funding	40,666	954,865	318,288	1,313,819	6,396,033
		Vaccine Distribution Funding	123,376	117,545	39,182	280,103	985,781
		Incident Management System Funding	-	-	-	-	-
Total			164,042	1,072,410	357,470	1,593,922	7,381,814

## **Program Policies and Guidelines**

### **COVID-19 General Expenses**

#### 1. Purpose

- To provide one-time funding to support paramedic services and dispatch centres as part of the COVID-19 response in the emergency health services sector.

#### 2. Eligible Expenses

- Eligible expenses include extraordinary costs incurred above and beyond regular ongoing emergency health services operating costs, related to COVID-19 planning, preparation and response activities for suspected and confirmed cases.
- Eligible expenses are to be categorized as follows and supporting documentations will be required:

Salaries, Wages and Benefits	All staff positions' categories of salaries, wages and benefits for duties performed that were directly related to COVID-19.
Training	All categories of training related to COVID-19 training, including development of training, back-fill and overtime for regular staff while on training and travel for training etc.
Equipment, Materials and Supplies	Purchase and related costs for the acquisition of personal protective equipment (PPE - see list below), powered air purifying respirators (PAPRs) with hood barriers and other medical equipment, medication and other supplies, modifications to ambulances (see list below) and workspaces, etc.

- **PPE may include:**

Fit tested, seal-checked N95 respirators, full face shields, supplemental safety eyewear, gloves with extended cuff, single-use (disposable) impermeable aprons, full body barrier protection such as single use (disposable) impermeable gown that extends to at least mid-calf, single-use (disposable) impermeable boot covers that extend to at least mid-calf, and single-use (disposable) surgical hood, single use (disposable) impermeable coveralls with integrated or separate hood and integrated or separate impermeable boot cover.

- **Modifications to ambulances may include:**

Designated ambulances prepared for COVID-19 including draping material, driver compartment barriers, containment supplies such as impermeable bags to protect on-board equipment, disposable containment supplies such as containers for contaminated PPE

### 3. Non-Eligible Expenses

- Any expenses that are not specifically and exclusively related to COVID-19 such as costs related to infrastructure or major equipment expenditures etc.

### 4. Paramedic Services Obligations

- Be required to determine and identify eligible COVID-19 related expenses.
- Make reasonable efforts to set out COVID-19 related expense as a separate line item from other amounts.
- Only use one-time COVID-19 related funding for the purposes of paying eligible COVID-19 expenses.
- Provide the supporting documentation (copies of invoices, general ledger, postings or other documents) for actual expenses incurred.
- The paramedic services will be required to return any funding not used for the intended purpose. Unspent funds are subject to recovery in accordance with the Province's year-end reconciliation policy.

### **Reporting Requirements**

- Annual reconciliation and attestation
- For the purposes of program evaluation and audit, the Province will seek assurances the funds have been disbursed as intended by these terms and conditions, through the submission of a written attestation from the paramedic services supported by adequate documentation for the expenses claimed
- All funding recipients will be required to submit such attestation with your actuals at year-end.
- The ministry will then provide or recover the balance owing, as applicable.

## Vaccine Distribution Expenses

### 1. Purpose

- To provide one-time funding to support paramedic services with expenses incurred relating to vaccine distribution costs.

### 2. Eligible Expenses

- Eligible expenses include extraordinary costs incurred above and beyond regular ongoing emergency health services operating costs, related to COVID-19 vaccination planning, preparation and response activities.
- Distribution cost includes incremental paramedic wage and/or overtime, equipment/material/supplies used, and other costs incurred as part of the vaccine distribution effort.
- Eligible expenses are to be categorized as follows and supporting documentations will be required:

Salaries, Wages and Benefits	All staff positions' categories of salaries, wages and benefits for duties performed that were directly related to COVID-19 vaccination.
Equipment, Materials and Supplies	Purchase and related costs directly for the distribution and administration of COVID-19 vaccine.

### 3. Non-Eligible Expenses

- Any expenses that are not specifically and exclusively related to vaccination expenses.
- Expenses that have already been reimbursed from partnership with mass vaccination clinics, hospital clinics, public health units and/or other partnership.

### 4. Paramedic Services Obligations

- Be required to determine and identify eligible vaccine distribution related expenses.
- Make reasonable efforts to set out vaccine distribution related expense as a separate line item from other amounts.
- Only use one-time vaccine distribution related funding for the purposes of paying eligible vaccine distribution expenses.
- Provide the supporting documentation (copies of invoices, general ledger, postings or other documents) for actual expenses incurred.
- The paramedic services will be required to return any funding not used for the intended purpose. Unspent funds are subject to recovery in accordance with the Province's year-end reconciliation policy.

### **Reporting Requirements**

- Annual reconciliation and attestation
- For the purposes of program evaluation and audit, the Province will seek assurances the funds have been disbursed as intended by these terms and conditions, through the submission of a written attestation from the paramedic services supported by adequate documentation for the expenses claimed
- All funding recipients will be required to submit such attestation with your actuals at year-end.
- The ministry will then provide or recover the balance owing, as applicable.

**COUNTY OF RENFREW**  
**TREASURER'S REPORT - GENERAL REVENUE FUND**  
**Dec 2022**

over / (under)

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>	<u>FULL YEAR BUDGET</u>
<b>PARAMEDIC SERVICE</b>	<b>9,895,858</b>	<b>8,663,139</b>	<b>1,232,719</b>	<b>8,663,139</b>
Admin - Admin Charge	196,650	196,650	0	196,650
Admin - Base Hospital Charges	120,415	67,958	52,457	67,958
Admin - Communication & Computer Expense	293,694	250,606	43,088	250,606
Admin - Conferences & Conventions	18,812	4,500	14,312	4,500
Admin - Employee Benefits	534,587	514,523	20,064	514,523
Admin - HR Charge	243,664	243,664	0	243,664
Admin - IT Charge	48,686	48,686	0	48,686
Admin - Lease - Internal	120,223	110,000	10,223	110,000
Admin - Legal	160,118	40,000	120,118	40,000
Admin - Membership Fees	4,251	0	4,251	0
Admin - Office Expenses	51,515	40,775	10,740	40,775
Admin - Professional Development	76,253	45,000	31,253	45,000
Admin - Purchased Service	207,817	137,190	70,627	137,190
Admin - Salaries	1,852,618	1,844,746	7,872	1,844,746
Admin - Travel	37,190	40,000	(2,810)	40,000
Admin - Uniform Allowances	4,614	0	4,614	0
Depreciation	1,070,624	1,121,000	(50,376)	1,121,000
Paramedic - Base Station - Internal	412,403	416,450	(4,047)	416,450
Paramedic - Base Station Expenses	100,518	74,000	26,518	74,000
Paramedic - Base Station Lease - External	82,554	78,471	4,083	78,471
Paramedic - COVID	295,136	0	295,136	0
Paramedic - Employee Benefits	3,148,237	2,941,792	206,445	2,941,792
Paramedic - Insurance	176,557	170,529	6,028	170,529
Paramedic - Insurance Claims Costs	10,041	10,000	41	10,000
Paramedic - Leased Equipment	11,869	11,869	0	11,869
Paramedic - Salaries	11,885,712	9,951,601	1,934,111	9,951,601
Paramedic - Small Equipment & Supplies	418,631	386,540	32,091	386,540
Paramedic - Uniform, Laundry	144,400	145,000	(600)	145,000
Paramedic - Vehicle Operation & Maintenance	994,821	504,186	490,635	504,186
Recovery - County	(28,646)	(28,646)	0	(28,646)
Recovery - Cross Border - Other Municipalities	1,440	20,000	(18,560)	20,000
Recovery - Other Agency	(4,070)	0	(4,070)	0
Revenue - Donations	(2,264)	(2,000)	(264)	(2,000)
Revenue - Interest	(97,630)	(40,000)	(57,630)	(40,000)
Recovery - internal vehicle costs	(250,179)	0	(250,179)	0
Revenue - Municipal Contribution - City of Pembroke	(1,421,454)	(1,244,386)	(177,068)	(1,244,386)
Revenue - Other	(547,583)	(125,000)	(422,583)	(125,000)
Revenue - Provincial - One Time COVID	(1,160,157)	0	(1,160,157)	0
Revenue- Provincial Subsidy	(9,316,210)	(9,312,565)	(3,645)	(9,312,565)
Surplus Adjustment - Capital	720,478	1,915,000	(1,194,522)	1,915,000
Surplus Adjustment - Depreciation	(1,070,624)	(1,121,000)	50,376	(1,121,000)
Surplus Adjustment - TRF from Reserves	(720,478)	(1,915,000)	1,194,522	(1,915,000)
Surplus Adjustment - TRF to Reserves	1,070,624	1,121,000	(50,376)	1,121,000
<b>PARAMEDIC - OTHER</b>	<b>0</b>	<b>0</b>	<b>(0)</b>	<b>0</b>
Comm Paramedic - Expenses	60,000	0	60,000	0
Comm Paramedic - Provincial Subsidy	(334,583)	(365,000)	30,417	(365,000)
Comm Paramedic - Salaries & Benefits	126,399	365,000	(238,601)	365,000
LTC - Expenses	660,369	400,000	260,369	400,000
LTC - Provincial Subsidy	(1,429,796)	(2,000,000)	570,204	(2,000,000)
LTC - Salaries & Benefits	1,075,514	1,600,000	(524,486)	1,600,000
LTC - Surplus Adjustment - Capital	0	0	0	0
LTC - Surplus Adjustment - TRF From Reserves	(112,879)	0	(112,879)	0
LTC - Surplus Adjustment - Depreciation	(45,023)	0	(45,023)	0
Vaccine - Expenses	1,078	20,000	(18,922)	20,000
Vaccine - Salaries & Benefits	304,975	370,000	(65,025)	370,000
Vaccine - Provincial Subsidy	(306,054)	(390,000)	83,946	(390,000)
VTAC - Expenses	178,065	578,448	(400,383)	578,448
VTAC - Revenue - Other Agency	(1,337,608)	(1,200,000)	(137,608)	(1,200,000)
VTAC - Salaries & Benefits	1,113,042	621,552	491,490	621,552
VTAC - Surplus Adjustment - Capital	53,739	0	53,739	0
VTAC - Surplus Adjustment - Depreciation	(7,238)	0	(7,238)	0
VTAC ADMIN - Salaries & Benefits	741,393	745,000	(3,607)	745,000
VTAC ADMIN- Expenses	57,535	0	57,535	0
VTAC ADMIN- Revenue - Other Agency	(798,928)	(745,000)	(53,928)	(745,000)
<b>EMERGENCY MANAGEMENT</b>	<b>132,849</b>	<b>175,153</b>	<b>(42,304)</b>	<b>175,153</b>
911	49,654	60,000	(10,346)	60,000
Admin Charge (Paramedic Service)	28,646	28,646	0	28,646
Emergency Management	54,549	58,507	(3,958)	58,507
Fire Services Charges	115,155	100,000	15,155	100,000
Purchased Service	0	33,000	(33,000)	33,000
Recoveries - Other	(115,155)	(105,000)	(10,155)	(105,000)
<b>Totals</b>	<b>10,028,707</b>	<b>8,838,292</b>	<b>1,190,415</b>	<b>8,838,292</b>

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW AUTHORIZING THE WARDEN AND CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN  
THE COUNTY OF RENFREW AND CAREFOR HEALTH AND COMMUNITY SERVICES FOR OFFICE SPACE  
AT 425 CECELIA STREET, PEMBROKE, FOR THE RENFREW COUNTY VIRTUAL TRIAGE AND  
ASSESSMENT CENTRE.**

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WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with Carefor Health and Community Services for office space at 425 Cecelia Street, Pembroke for RCVTAC. The lease for the premises comprised of approximately 1360 square feet, will commence on April 1, 2023, for a one-year term. The rent is payable on or before the 1<sup>st</sup> day of each month, with the option to renew, exercisable by written notice, prior to the end of term.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and Carefor Health and Community Services.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 26th day of April 2023.

READ a second time this 26th day of April 2023.

READ a third time and finally passed this 26th day of April 2023.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK

**COUNTY OF RENFREW  
LONG-TERM CARE REPORT**

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**TO:** Health Committee

**FROM:** Mike Blackmore, Director of Long-Term Care

**DATE:** April 12, 2023

**SUBJECT:** Department Report

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**INFORMATION**

**1. COVID-19 Directive Update**

With the winding down of the winter respiratory season, the Ministry of Health, in conjunction with the Chief Medical Officer of Health, anticipates that COVID-19 levels will fluctuate near current levels. In consideration of a return to normalcy where resident quality of life is concerned, the following changes to the Ministry of Long-Term Care COVID-19 Guidance Document took effect at both Bonnechere Manor and Miramichi Lodge on April 1, 2023:

- Asymptomatic screen testing: Removing asymptomatic screen-testing requirements for staff, students, volunteers, support workers, caregivers and visitors.
- Outdoor masking: Removing the recommendation for residents, caregivers and visitors to mask outdoors. Recommendation for staff to mask outdoors when in close proximity to a resident as well as all indoor masking requirements remain in effect.
- Resident screening and daily temperature checks: Removing the requirement for residents to undergo daily temperature checks and the requirement to be actively screened upon returning from an absence.
- Visitor policy: Removing the limit of one caregiver at a time during a COVID-19 outbreak, or when a resident is symptomatic or isolating under Additional Precautions.
- Activities/physical distancing: Permitting long-term care homes to hold activities without adjusting to optimize for physical distancing.
- COVID-19 vaccination: Long-term care homes that have retained their proof-of-vaccination requirements were strongly recommended to revisit their policies, with consideration to the current context of the pandemic and the Residents' Bill of Rights, including the residents' right to receive visitors of their choice.



Committee will recall that the County of Renfrew Long-Term Care Homes Vaccination Policy was revoked effective March 1, 2023.

- COVID-19 daily outbreak reporting: Removing the requirement for LTC homes to submit daily COVID-19 outbreak data to the ministry. Homes will still be required to report confirmed outbreaks to the ministry through the Critical Incident System, and to report suspected and confirmed cases to their Public Health Unit.

## **2. Ontario Budget 2023-24 – Long-Term Care**

The 2023 Ontario Budget released March 24, 2023 details an additional \$1.13 billion for the long term care (LTC) sector including:

- Up to \$1.25 billion to continue increasing direct care for residents and support the achievement of the provincial system-level average direct care targets set out in the Fixing Long-Term Care Act, 2021. This is a \$577 million increase over last year.
- A supplemental increase to the construction funding subsidy to stimulate the start of construction by August 31, 2023. Not-for-profit homes have the option to receive a portion of the funding as an up-front construction grant payable at the start of construction.
- \$15 million increase in funding for the Local Priorities Fund, bringing the total investment to \$35 million in 2023-24. The Local Priorities Fund, delivered by Ontario Health, working in conjunction with Home and Community Care Support Services (HCCSS) and LTC homes, enables tailored and targeted investments in specialized staffing, equipment and services to support the specialized needs of existing and new LTC residents, prevent unnecessary hospitalizations, and enable better transitions from hospitals to LTC homes.
- \$108.6 million increase in Provincial Level-of-Care (LOC) base funding.
- \$49.7 million to support the hiring of Infection Prevention and Control (IPAC) leads in all LTC homes, and \$16.7 million in funding for IPAC training and education.
- \$5.5 million increase in funding for behavioural specialized units (BSUs), in support of the operation of existing BSUs and approximately 70 new specialized beds to address the needs of residents with behavioural challenges.
- \$5 million increase in funding for Behavioural Supports Ontario (BSO), investing in specialized staff and equipment supporting the complex needs of residents.
- Over \$0.6 million increase in funding for the Baycrest Virtual Behaviour Medicine program, bringing the total investment to \$3.2 million in 2023-24. This will support expanding the program to serve an increasing number of patients.
- Continuing on investments made in 2022-23, funding of up to \$305 million for education and training including direct care staff education and student support, clinical education and recruitment and retention initiatives.

- \$2.6 million increase in funding for the Supporting Professional Growth Fund, bringing the total investment to \$12.6 million in 2023-24. This will support improved job satisfaction and retention through ongoing education and training opportunities for LTC staff.
- \$35.2 million increase in funding for the personal support worker (PSW) permanent wage enhancement, bringing the total investment to \$349.4 million in 2023-24. This will continue to support LTC homes to recruit and retain PSWs.
- \$9.2 million in funding for the 'Hiring More Nurse Practitioners for Long-Term Care' initiative, bringing the total approved investment to \$19.2 million in 2023-24. This funding will support the hiring of up to 75 additional nurse practitioner full time equivalents (FTEs) in LTC.
- \$6.65 million in 2023-24 to work towards a best practice minimum of 30 minutes of care per resident every four weeks by registered social workers, social service workers and other allied health professionals as part of the Resident Health and Well-Being program.
- The Province will also soon start bilateral discussions with the federal government on how to allocate more than \$1.1 billion in new funding over five years that they have allocated for long-term care in Ontario with an eye to supporting homes in delivering quality care and building capacity.

### 3. COVID-19 Prevention and Containment Funding

On March 31, 2023 Minister of Long-Term Care, Paul Calandra announced the immediate termination of the Prevention and Containment Program. In response to the aforementioned loosening of COVID -19 restrictions, homes are expected to “manage any continued transitional expenditures within their existing base allocations and the new 2023-24 investments issued to the sector”.

Concluding the Prevention and Containment funding program, the Ministry of Long-Term Care (MOLTC) will be providing one-time funding to homes that have incurred eligible incremental Prevention and Containment expenses above their program allocation as of December 31, 2022.

<b>Funding Adjustment for 2022-23</b>	<b>Input / Calculation</b>	<b>Bonnechere Manor</b>	<b>Miramichi Lodge</b>
Total Prevention and Containment Expenditures for April 1, 2022 to December 31, 2022 (A)	A	\$831,349	\$606,724
Total Prevention and Containment Funding Allocated for 2022-23 as of December 22, 2022 (B)	B	\$642,500	\$564,000
2022-23 Eligible Reimbursement of Funding Shortfall (C=A-B rounded to nearest \$100)	C=A-B	<b>\$188,800</b>	<b>\$42,700</b>

In addition, the MOLTC will review and make appropriate reimbursements to eligible Prevention and Containment expenditures incurred up to March 31, 2023 pending the submission of the Final 2022-23 Q1-Q4 COVID-19 Prevention and Containment expenditures report and government approvals.

#### 4. **Long-Term Care Homes Level-of-Care Per Diem Funding Summary**

The Ministry of Long-Term Care (MOLTC) uses the case mix index (CMI) to determine the care needs of each long-term care (LTC) home's resident population relative to other LTC homes in order that funds can be redistributed between homes from one year to the next. The following is a summary of the current base Level-of-Care (LOC) per diem funding (per resident per day) as of April 1, 2023 (Case Mix Index = 1.0). The funding amounts in each envelope are set by the Ministry of Long-Term Care:

<b>Envelope</b>	<b>LOC Per Diem</b>	<b>Supplementary Per Diem</b>	<b>Total</b>
Nursing and Personal Care (NPC)	\$103.80	\$2.16	\$105.96
Program and Support Services (PSS)	\$12.48	--	\$12.48
Nutritional Support (NS)	\$12.07	--	\$12.07
Other Accommodations (OA)	\$57.28	\$0.37	\$57.65
Global Per Diem	\$7.53	--	\$7.53
<b>Total LOC Per Diem</b>	<b>\$193.16</b>	<b>\$2.53</b>	<b>\$195.69</b>

Budget planning for the upcoming year was predicated on the case mix index (CMI) figures for each Home being frozen at 2022-23 levels as was indicated by the Ministry of Long Term Care. On March 24, 2023, the Ministry of Long Term Care announced that “Consistent with sector feedback CMI adjustments will be applied to the Nursing and Personal Care envelopes effective from April 1, 2023”. The resulting application of current CMI values for each Home realized a CMI increase for Bonnechere Manor, from the predicted 0.9840 to 0.9943 equating to a funding increase of \$52,965. The CMI for Miramichi Lodge decreased from the predicted 1.0376 to 1.0051 resulting in a decrease of \$154,754.

Of further significance to budget impact, while there are no changes to the CMI methodology, the re-indexing factor for this year is 0.9076 versus 0.9207 the previous year resulting in a further overall decline in funds available.

#### 5. **Accreditation Canada – Governance Committee**

Thank you to those that completed the Accreditation Canada Governance survey by the requested deadline of March 15, 2023. A summary of the findings that will generate an Action Plan will be presented at today’s meeting.

6. **Ministry of Long-Term Care Inspection – Miramichi Lodge**

Karen Lynne Buness, Susan Lui, Anandraj Natarajan, Lisa Cummings, Polly Gray-Pattemore and Emily Prior, Inspectors with the Ministry of Long-Term Care, conducted a Critical Incident System inspection on the following dates: January 4, 6, 10-12, 23-27, 30, 31, February 2, 3 and 6, 2023. The following inspection protocols were used during this inspection: Resident Care and Support Services, Housekeeping, Laundry and Maintenance Services, Medication Management, Food, Nutrition and Hydration, Infection Prevention and Control, Safe and Secure Home, Prevention of Abuse and Neglect, Responsive Behaviours, Reporting and Complaints and Falls Prevention and Management. One non-compliance remedied during the inspection and four (4) written notifications (WNs) were issued. The full report is available through the Ministry of Long-Term Care Public Reporting website: [Licensee Inspection Report \(ltchomes.net\)](https://ltchomes.net).

**RESOLUTIONS**

7. **The Long-Term Care Homes' 2023 Operation Plan**

**Recommendation:** THAT the Health Committee approves the County of Renfrew Long-Term Care Homes 2023 Operation Plan.

**Background**

In November 2017, the Health Committee and County Council approved the Strategic Map: 2017 – 2024 for Bonnechere Manor and Miramichi Lodge, which was based on feedback from key stakeholders: residents/families, staff, volunteers and elected officials. Annually thereafter, Committee has approved the annual Operational Plan. Attached as Appendix LTC-I is the 2023 Operational Plan for the Homes. The annual Operational Plan is created based on Accreditation Canada recommendations/ comments, provincial Quality Improvement Plan, Ministry of Long-Term Care compliance reports and residents/substitute decision maker's (SDM) satisfaction survey responses. The most recent resident/SDM satisfaction survey results for each of Bonnechere Manor and Miramichi Lodge are attached as Appendix LTC-II.

8. **2023 User Fees for Long-Term Care**

**Recommendation:** THAT the Health Committee approve the proposed changes to the Homes User Fees; AND FURTHER THAT these changes be forwarded to the Finance & Administration Committee to recommend County Council approve of the amendment to the County of Renfrew User Fee By-Law.

**Background**

Attached as Appendix LTC-III are the user fees associated with the Homes. Committee is advised that the Homes are proposing no changes other than a \$5.00 increase to the Bonnechere Manor Senior Adult Day Program full day rate from \$20.00 to \$25.00 and the removal of the half day rate and bath only rate. This would be the first increase to the full

day program rate in 12 years and it would help off-set the increase in food and transportation charges.

## **BY-LAWS**

### **9. Long-Term Care Service Accountability Agreement (LSAA)**

**Recommendation:** THAT the Health Committee recommend that County Council authorize the Warden and Chief Administrative Officer/Clerk to sign the Long-Term Care Service Accountability Agreements from April 1, 2023 until March 31, 2024 between Ontario Health and each of Bonnechere Manor and Miramichi Lodge for submission by the Ontario Health approved extended deadline of April 27, 2023; AND FURTHER THAT County Council pass a By-law to Amend By-law 30-22, being a By-law Authorizing the Warden and Clerk to continue the Long-Term Care Service Accountability Agreements.

#### **Background**

Bonnechere Manor and Miramichi Lodge each entered into a Long Term Care Service Accountability Agreement (LSAA) with Ontario Health with a request to sign the LSAs for each of Bonnechere Manor and Miramichi Lodge from April 1, 2023 until March 31, 2024 and submit by the Ontario Health approved extended deadline of April 27, 2023. The LSAs are attached as Appendix LTC-IV.

### **10. Bonnechere Manor Senior/Adult Day Program Multi-Sector Service Accountability Agreement (MSAA)**

**Recommendation:** THAT the Health Committee recommend that County Council authorize the Warden and Chief Administrative Officer/Clerk to sign the Multi-Sector Service Accountability Agreement from April 1, 2023 to March 31, 2024 between Ontario Health and Bonnechere Manor Senior/Adult Day Program for submission by the Ontario Health approved extended deadline of April 27, 2023. AND FURTHER THAT County Council pass a By-law to Amend By-law 31-22 being a By-law Authorizing the Warden and Clerk to continue the Multi-Sector Service Accountability Agreement.

#### **Background**

Bonnechere Manor has been operating the Senior/Adult Day Program in Renfrew since February 1997. For the continuation of funding for the Bonnechere Manor Senior/Adult Day Program, Ontario Health is requesting the signed the Multi-Sector Service Accountability Agreement from April 1, 2023 until March 31, 2024 and submitted by the Ontario Health approved extended deadline of April 27, 2023. The MSAA is attached as Appendix LTC-V.

## Bonnechere Manor and Miramichi Lodge Annual Operational Plan 2023

Strategic Pillar 1: Innovation in Quality Improvement	
Growing programs and services in a creative manner based on resident needs	
<p>Fixing Long-Term Care Act 2021 – While ensuring both Homes are compliant with the Act and associated regulations leverage the opportunity to enhance existing programs.</p> <ul style="list-style-type: none"> <li>Continuous Quality Improvement (CQ) Re-engagement /restructure CQI Program / Committee and maintenance of Quarterly meetings.</li> <li>Unified Palliative Care Philosophy / Program for both Homes inclusive of written annual evaluation</li> </ul>	<p><b>Lead :</b> Director of Long Term Care / Administrator</p> <ul style="list-style-type: none"> <li>Directors of Care</li> <li>Directors of Care</li> </ul>
<p>Thriving During COVID</p> <ul style="list-style-type: none"> <li>Identify innovative ways to apply a person-centered approach while meeting/exceeding Infection Prevention and Control (IPAC) protocols</li> <li>Find ways to meaningfully engage stakeholders: families/essential caregivers , volunteers, community</li> <li>Implement strategies to address compassion fatigue</li> <li>Foster resilience in resident, families and staff</li> </ul>	<p><b>Lead:</b> All Managers</p>
<p>Transform Bonnechere Manor Pinnacle North / Miramichi Lodge 1 A Dementia Care Units to the Butterfly Approach (BA)</p> <ul style="list-style-type: none"> <li>Resume management and staff training: Spring 2023</li> <li>Meet Meaningful Care Matters (MCM) monthly deliverables as per MCM Culture Transformation 12 Month Project: Each Home meeting regularly to advance deliverables as able</li> <li>Implement changes to enhance more person-centered environment:</li> </ul>	<p><b>Lead:</b> Director of Long-Term Care/Administrator</p>
<p>Joint Accreditation 2023 – Achieve Accreditation Status, Surveys Conducted June 2023, Completion of Assesment Tools and Action Plans for Teams:</p> <ul style="list-style-type: none"> <li>Governance &amp; Leadership</li> <li>Delivery of Care Model</li> <li>Emergency and Disaster Management</li> <li>Infection Prevention and Control</li> <li>Medication Management</li> <li>Residents’ Care Experience</li> </ul>	<p><b>Lead:</b> Director of Long-Term Care/Administrator</p>

Strategic Pillar 2: Safe and Healthy Workplace	
Positive work-life balance promotes an environment conducive to high satisfaction, quality and productivity.	
<p>Attract and retain the Best People:</p> <ul style="list-style-type: none"> <li>Continue Miramichi Lodge onsite PSW “Living Classroom” program September 2023</li> <li>Continue to explore / leverage role specific funding opportunities – Nurse practitioner funding / PSW Job out</li> </ul>	<p><b>Lead:</b> Director of Long-Term Care</p>
<p>Gage Staff Satisfaction Opportunities for Enhanced Engagement:</p> <ul style="list-style-type: none"> <li>Achieve Accreditation Canada “Worklife Pulse” staff surveys Threshold response #s</li> <li>Action plan prioritized items from survey results</li> <li>Implement action plan</li> <li>Evaluate / repeat survey November 2023</li> </ul>	

## Bonnechere Manor and Miramichi Lodge Annual Operational Plan 2023

### Strategic Pillar 3: Collaboration

Working with partners to ensure a wide spectrum of services and supports are available to residents, both current and future.

Fundraising – As current pandemic conditions permits explore opportunity to engage in more traditional fundraising activities.

- Coordination of enhanced social media presence/activity for both Homes.
- Provision of administrative support for both Home Foundations.
- Explore more traditional Fundraising opportunities as permitted in consideration of evolving COVID-19 restrictions.
- Maintain revamped initiatives consistent with COVID-19 restrictions
  - Butterfly Garden fundraiser - maintenance
  - Butterfly lapel pins fundraiser - maintenance

**Lead:** Director of Long-Term Care

Promotion of Homes Policy and Procedure Consistency and Alignment

- Continued amalgamation of Bonnechere Manor and Miramichi Lodge policies and procedures through collaborative efforts of respective department heads.
- Implement Surge Learning Policy Professional to facilitate access and maintenance.

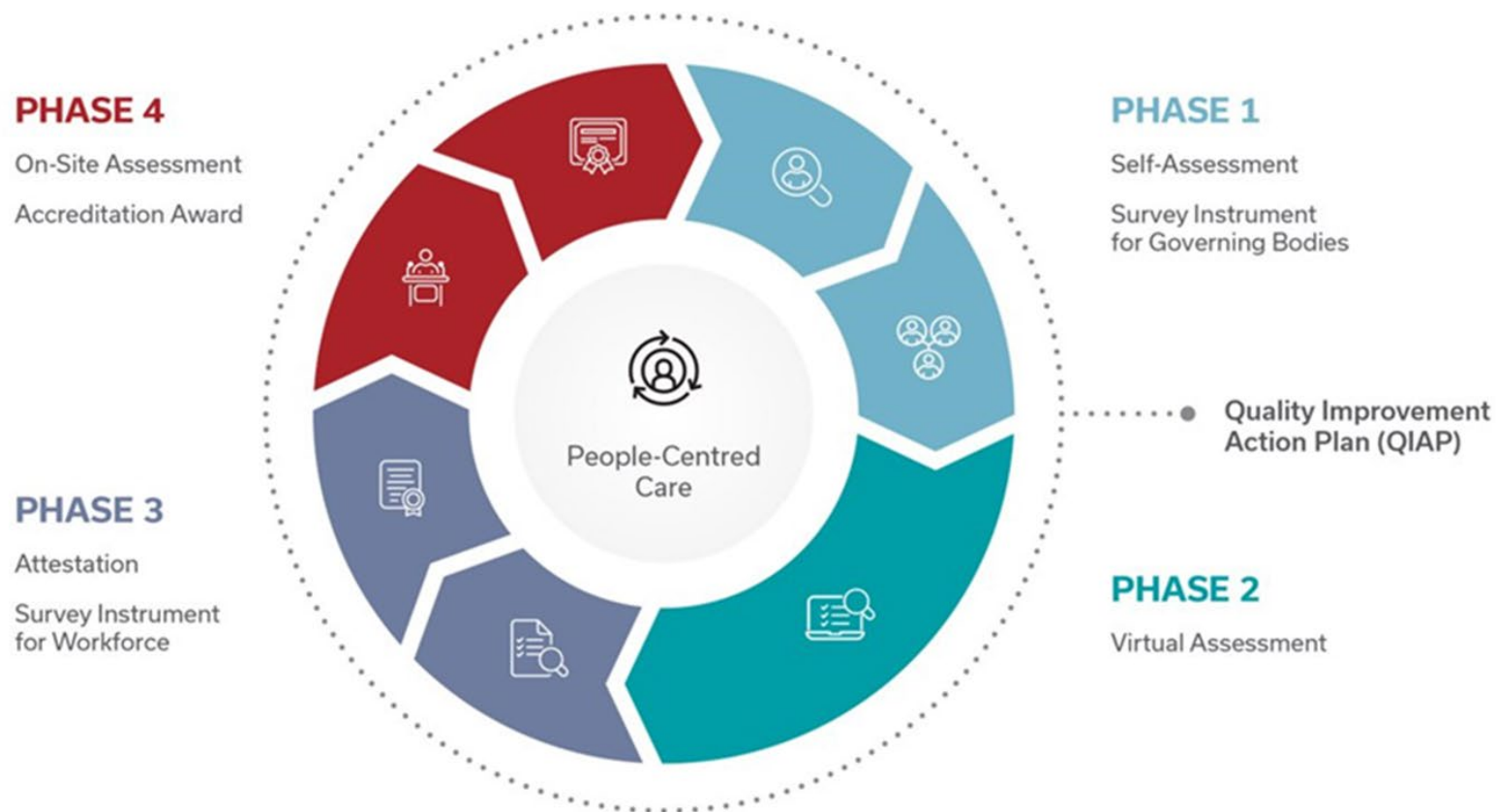
**Lead:** Director of Long-Term Care

- c. Resident and Family Councils and Communication Boards  
 Staff Communication Board  
 Volunteer Communication Board

Updated: November 2, 2022



### Qmentum Long-Term Care™ Continuous Accreditation Cycle





# BONNECHERE MANOR 2022 RESIDENT SATISFACTION SURVEY

21% Response Rate (37/178 completed surveys)

## NOTE:

1. Respondents who were not satisfied or had a concern/question and provided their contact information, will be followed up with by the applicable manager;
2. Responses are listed with the average number.

Participation	Result Average
1. I have sufficient opportunities to be involved in decisions related to my care	8
2. I know who to approach when I have a concern or problem	8
3. I can express my opinion without fear of consequences	9
4. Business transactions and questions regarding my finances are dealt with efficiently and confidentially	9
Communication	
5. I am satisfied that questions or concerns are responded to and/or action taken to address them	8
6. Staff are friendly, courteous and helpful	9
7. The Home keeps me informed regarding changes in my health	9
8. The admission process was smooth	9
Quality of Life	
9. Staff treat me with respect and dignity	9
10. I am encouraged and assisted to maintain or improve my level of independence	9
11. Staff check on me to see if I am comfortable	9
12. I am encouraged/asked to participate in resident activities	9
13. I enjoy the activities that I am offered	8
14. I am satisfied with the physiotherapy services	8
15. I am able to express my spiritual and cultural preferences	9
16. Other: Please list any specific activities that are not currently offered that you would participate in?	
SUGGESTION	RESPONSE
Engaged one-on-one outside of care time when family not here.	We are in the process of recruiting more volunteers to assist with one-to-one visits.
Afternoon Exercise Classes, horse races - check with Quail Creek (much more fun than on the computer); crazy eights, poker, more outdoor walks, more music, ask ALL residents for other activities (i.e., parades etc. that happen outside of BM)	Exercise classes are frequently available and more and more activities and events are resuming with the easing of COVID restrictions.
Group activities e.g. for social interaction, music performances or craft activities, more social activity with others.	We continue to enhance our monthly activity calendar as our volunteer performers return to the Manor.
Can't participate in anything due to my inability to talk or walk now. I am in a wheel chair and have to be lifted to my bed and back.	There are opportunities to participate as a spectator at activities/events.
Personal Care	
17. Staff respect my privacy	9

18. My care is provided in a kind, friendly and gentle manner	9
19. I am given the help necessary for eating	9
20. I am given the help necessary for daily personal hygiene (i.e., washing face, hands, brushing teeth and hair)	9
21. I am given the help necessary for bathing	9
22. I am given the help necessary for dressing	9
23. I am given the help necessary for toileting	9
24. I am given the help necessary for transferring (i.e. from bed to chair)	9
25. Consideration is given to my care/routine preferences (i.e. time of rising, bath, etc.)	9
<b>Health Care</b>	
26. I receive my prescribed medications regularly and on time	9
27. I see the doctor/nurse practitioner when I request to	9
28. I have privacy when seeing the doctor and/or nurse	9
<b>Living Environment</b>	
29. The Manor provides a homelike environment	9
30. I am encouraged to personalize my room	9
31. The Manor provides a safe environment for me	9
32. The outside grounds are easily accessible and enjoyable for me	9
33. Personal laundry service meets my needs	9
34. I am offered choices at meals and snacks	9
35. Meals are appealing	8
36. I am given enough time to eat my meal without feeling rushed	9
37. The Manor is clean and well maintained	9
38. Staff work as a team to support me	9
39. Are you aware there are a Resident and a Family Council at the Home?	<div> <div>68.57 %Yes</div> <div>31.43% No</div> </div>
<b>Contracted Services</b>	
I am satisfied with the applicable services available:	
40. Dental Hygiene Services	Service is now available with Pearl Mobile, Jana Mossip, RDH 613-315-9900
41. Foot Care Services	8
42. Hair Care Services (limited services have been available)	8
43. Pharmacy Services	9
44. Sewing Services	9
<b>Overall Satisfaction</b>	
45. I would recommend Bonnechere Manor to family/friends	9

46. Is there anything we did not ask you in this survey that you would like to tell us about?	
SUGGESTION	RESPONSE
We are so very grateful to be in your care at Bonnechere Manor. Staff are so friendly & very helpful at all times	Thank you and passed onto staff.
Staff is not always aware of the resident's care plan. Hearing aid was not properly kept track of and consequently was a couple times lost and finally damaged.	<b>Adherence to the Resident Care Plan is a requirement of the nursing staff and staff are reminded at unit meetings, through the rounding process with staff and through annual education. Should there be a concern, please bring it forward to the Registered Nurse immediately.</b>
Meal times - big meal at noon when just nicely finished breakfast & not hungry for a big meal! Would rather have big meal at supper time.	<b>Lunch meal is considered the big meal; it is provided mid-day to assist in proper digestion. Supper meal consists of soup and the choice of a hot entrée and hot vegetable with dessert OR a soup, sandwich cold vegetable/salad and dessert. With the option of one hot entrée at supper, this could also be a big meal. Don't forget- you can pick and choose whatever options you like and you can always ask for seconds!</b>
I am very new to this facility so do not know how to answer most question. From what I have seen, I am very satisfied and the staff is marvelous. I am pleased.	Thank you and passed onto staff.
Doctor has visited me while eating lunch (not optimum) when you knock on my door, give me time to answer before entering; receiving activity schedule before mid-month would be better	<b>Signage on the resident's room door may be an option. The activity calendar is created and circulated as close to the beginning of the month as possible.</b>
Would like a small fridge in room to be allowed	<b>Refrigerated items can be left with the nursing staff to be label and keep it refrigerated.</b>
The staff work very hard and are very good to my husband, however there seems to be a shortage of staff on weekends leaving gaps in care because it is impossible to have every resident taken care of by only a few staff they have a difficult job, but always are polite and helpful. It would be a positive move to have new staff shadow working with older staff in order to get to know the residents and work settings. I understand the building is getting a new heating and cooling system, as the heat upstairs is overwhelming, which is hard on the staff and residents. I am thankful for the staff you have that care for my husband as he cannot communicate, I hope my comments have been helpful, as I know how hard it was taking care of him at home, we just want the best for the people we love.	<b>Our staff orientation is extensive with a 'buddy' component, where a new staff member is partnered with a seasoned employee.</b>
No I am very satisfied living at the home	<b>Noted and passed onto staff</b>

<p>Internet access is a persistent and annoying issue. It is spotty and unreliable. His only child is thousands of miles away and Peter would like to be able to FaceTime with her on a regular basis. I have heard that the technology is not keeping up with the demand for streaming, etc. I would be willing to pay out of my own pocket if access could be enhanced and I doubt that I am alone. Why is there such a constant turnover among the members of the physiotherapy team? Continuity and bonding are lacking, and Peter balks, unfortunately, when he is presented with yet another new team member. Three members of the team have left within the last month. Can more be done to encourage staff to stay? The PSW's are AMAZING! If there were an employee of the month award, I wouldn't know whom to choose. What a superb bunch! Could there be an appreciation lunch for them in the spring? I would be happy to participate/ serve at such an event.</p>	<p>Internet options are under review. Thank you for your kind words regarding the PSW team – noted and passed onto staff. Staff appreciation is discussed regularly at manager's meetings with follow-up/ acknowledgement / kudos to individuals and teams.</p>
<p>47. Keeping in mind that the Home must be compliant with Provincial Directives regarding COVID-19; is there anything we could do differently / better?</p>	
SUGGESTION	RESPONSE
<p>Cannot think of a thing. Thank you so very much for all you do.</p>	<p>Noted and passed onto staff</p>
<p>Have more staff on at any one time. See that there is water in the room (and drinking glass) at all times. Have laundry staff pay attention to laundering instructions. Have more and smoother outside paths for walking.</p>	<p>Water pass is available and preference of water jug or glass is available. Laundering service is managed for the Home of 180 residents. For individual laundry requirements, please consider the use of the washer/dryer available in the activity room on the first floor. The courtyards renovations with walking paths will be completed this summer.</p>
<p>Prepare meals in- house rather than outsourcing - food is terrible! Spouse brings me one meal a day as I can't eat/look at food served (most times). My accommodation fees include meals however my spouse buys/prepares food in order for me to eat (breakfast is great). FYI: Re sandwiches - I order 1/2 sandwich (2 quarters) and a very thinly sliced piece of meat will cover 1/4 and the other 1/4 is often only butter - ridiculous! Communication between Management/Staff/Residents needs to be delivered more timely. I know I sound very negative but overall staff are wonderful and are doing their best during these difficult times. They are appreciated!</p>	<p>We prepare as much food as we can in house (limitations including staffing hours). Entrees such as spaghetti, chili, meat loaf, roast beef, pork &amp; turkey, over half of our soups are made from scratch in house as well. We follow guidelines from the Ministry of Health that require FS to provide food that is rich in nutrition, low in sodium and fat and provides variety in choices for every meal. Dieticians encourage calcium rich and plant based options as well. Sandwiches are prepared in house daily for each supper meal. For sliced meat sandwiches, cooks have been directed as per nutrition portion serving suggestions to use ~60 grams of meat which equals to be 2 slices of deli meat. Residents are always encouraged to ask for second servings or another plate of food if they are not satisfied with their first plate or option.</p>

	<p><b>Food Service Workers are provided documents for every meal that include what meal items are being provided, what textures and diets can have at that meal and a place to record the temperature and waste.</b></p> <p><b>These documents are collected and review weekly and split into three reports: Recipes to Watch, Dessert Production and Food Waste Record comments/ complaints.</b></p> <p><b>Food Service Workers are encouraged to write down any comments from residents and staff and/or their own comments and suggestions related to every meal.</b></p> <p><b>The Assistant Food Service Supervisors reviews the documents thoroughly and places all of this information into one of the three reports.</b></p> <p><b>The reports are than reviewed and discussed with the Food Service Supervisor.</b></p> <p><b>Follow up is determined and completed as required.</b></p> <p><b>Food Service Workers receive weekly updates and memos as required to communicate and share information.</b></p> <p><b>In addition, Food Service Workers are invited to attend Monthly Staff meetings that contain recorded minutes.</b></p> <p><b>Residents are encouraged to attend Resident's council once a month to provide food suggestions and ask questions.</b></p> <p><b>Residents' council is always the fourth Monday of the month and it is advertised on the Monthly Activity Calendar and on TV tour about a week before.</b></p>
Have the testers swab deeper in the nostrils	<b>Screening protocol is provincially directed with the swabbing guidelines provided by Public Health.</b>
I know you all work so hard and I just want to thank each and everyone of you who provide this hard work and gentle care to our loved ones.	<b>Noted and passed onto staff</b>
Very cold while visitor/staff screen in or you go to get a candy bar.	<b>Adjustment of the temperature of that area.</b>
No. Very pleased with everything provided	<b>Noted and passed onto staff</b>
More air purifiers	<b>We have a new air handler unit and we maintain the standard of 100% fresh outside air to each resident room.</b>
Unvaxxed family should be allowed to see loved ones as long as they are tested and masked. It's time to let loved ones see each other	<b>The vaccination policy was revoked as of March 1, 2023.</b>
No. You are all doing a magnificent job of following guidelines and I feel that the environment is as safe as it can be in such trying circumstances.	<b>Noted and passed onto staff</b>
Would like to see more musical entertainment for residents however .....the COVID compliance is understood Happy to see work being done on the Pinnacle N courtyard - hope that it continues in the spring	<p><b>We continue to enhance our monthly activity calendar as our volunteer performers return to the Manor.</b></p> <p><b>Courtyard renovations will continue in the spring.</b></p>
I reside on the following Resident Home Area:	

**Thank you to**

- **all the residents/substitute decision-makers who participated in this survey and therefore provided us with valuable feedback;**
- **those who assisted residents with completing the survey;**
- **and to the front-line staff and management team for their part in ensuring the best care possible is provided.**

**That said, we know there is always room for improvement and we are committed to continuing to enhance the quality of resident care, programs, and services.**

Mike Blackmore

Director of Long-Term Care, Bonnechere Manor and Miramichi Lodge

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- c. **Resident/Family, Staff and Volunteer Communication Boards  
Resident and Family Councils  
Managers**

## MIRAMICHI LODGE 2022 RESIDENT SATISFACTION SURVEY

41% Response Rate (67/164 completed surveys)

### NOTE:

1. Respondents who were not satisfied or had a concern/question and provided their contact information, will be followed up with by the applicable manager;
2. Responses are listed with the average number.

Participation	Result Average
1. I have sufficient opportunities to be involved in decisions related to my care	8
2. I know who to approach when I have a concern or problem	9
3. I can express my opinion without fear of consequences	9
4. Business transactions and questions regarding my finances are dealt with efficiently and confidentially	9
Communication	
5. I am satisfied that questions or concerns are responded to and/or action taken to address them	8
6. Staff are friendly, courteous and helpful	9
7. The Home keeps me informed regarding changes in my health	9
8. The admission process was smooth	9
Quality of Life	
9. Staff treat me with respect and dignity	9
10. I am encouraged and assisted to maintain or improve my level of independence	9
11. Staff check on me to see if I am comfortable	9
12. I am encouraged/asked to participate in resident activities	9
13. I enjoy the activities that I am offered	9
14. I am satisfied with the physiotherapy services	8
15. I am able to express my spiritual and cultural preferences	8
16. Other: Please list any specific activities that are not currently offered that you would participate in?	
SUGGESTION	RESPONSE
<ul style="list-style-type: none"> <li>• Turkey shoot</li> <li>• Build model planes</li> <li>• Crocheting, knitting</li> <li>• The stealing game. That is fun</li> <li>• cards</li> <li>• massage, pool, more exercise</li> <li>• Card games, Tea Party for the King's Coronation, trips to Amphitheatre to hear live music, Fiddle Park</li> <li>• Play cards</li> <li>• Sports night on the big TV with other residents. Movie night but I need to be close to the TV to see.</li> <li>• Not enough Bingo</li> </ul>	<p>-Turkey shoot will continue to be added to the calendar annually in the fall in alignment with hunting season/thanksgiving, and recreation staff will add it to the calendar more frequently (perhaps as a club going forward).</p> <p>-The following programs will be added to the Resident Home Area (RHA) activity calendars more frequently: cards, fitness programs (separate from the rehab groups), Sports night and the stealing game. All suggestions will be implemented for the April Calendar(s).</p> <p>-Bingo has been added to the calendar a second time per week for each RHA every Saturday as per the requests from residents to have more Bingo.</p>



	-A Tea party for the King’s Coronation will be added. -Survey results and suggestions have been reviewed with the Client Programs Team.		
Personal Care	Result Average		
17. Staff respect my privacy	9		
18. My care is provided in a kind, friendly and gentle manner	9		
19. I am given the help necessary for eating	8		
20. I am given the help necessary for daily personal hygiene (i.e., washing face, hands, brushing teeth and hair)	9		
21. I am given the help necessary for bathing	9		
22. I am given the help necessary for dressing	9		
23. I am given the help necessary for toileting	9		
24. I am given the help necessary for transferring (i.e., from bed to chair)	9		
25. Consideration is given to my care/routine preferences (i.e., time of rising, bath, etc.)	9		
Health Care			
26. I receive my prescribed medications regularly and on time	9		
27. I see the doctor/nurse practitioner when I request to	9		
28. I have privacy when seeing the doctor and/or nurse	9		
Living Environment			
29. The Lodge provides a homelike environment	9		
30. I am encouraged to personalize my room	8		
31. The Lodge provides a safe environment for me	9		
32. The outside grounds are easily accessible and enjoyable for me	9		
33. Personal laundry service meets my needs	9		
34. I am offered choices at meals and snacks	9		
35. Meals are appealing	7		
36. I am given enough time to eat my meal without feeling rushed	9		
37. The Lodge is clean and well maintained	9		
38. Staff work as a team to support me	9		
39. Are you aware there are a Resident and a Family Council at the Home?	74% Yes	26% No	
Contracted Services			
I am satisfied with the applicable services available:			
40. Dental Hygiene Services (paused most of the year due to Pandemic and services have been re-established with a mobile clinic)	7		
41. Foot Care Services	9		
42. Hair Care Services	9		
43. Pharmacy Services	9		
44. Sewing Services	9		
Overall Satisfaction			
45. I would recommend Miramichi Lodge to family/friends	9		

46. Is there anything we did not ask you in this survey that you would like to tell us about?	
SUGGESTION	RESPONSE
People come into my room and take things. Stuff disappears.	<b>Please inform your Nurse immediately for follow up.</b>
Food is over cooked. TV and music is too loud. I can hear well and loud TV or music is just a jumble of sound.	<b>Communication provided to Cooks to ensure optimal quality of food. If at any time you are experiencing unpleasant loud noise levels e.g., TV, music, etc. please report to your RPN at the time.</b>
I would like a picnic lunch outside. And a BBQ outside.	<b>We look forward to again hosting outside dining in favourable weather that will include light sandwich lunches and afternoon nourishments served on the terraces with music.</b>
Staff shortages sometimes cause delays in receiving the care I need (pull-up change, bathing, prep for meals)	<b>Miramichi Lodge continues to actively recruit frontline staffing in an effort to bolster staff to resident ratios. We partnered with Algonquin College again and hosted a Personal Support Worker program on site. We attempt to replace any unfilled shift as they arises and as well staff receive assistance from other Resident Homes Areas (RHAs) throughout the shift. Monthly RHA meetings are held with topics included such as teamwork, expectation when working short and Home interdisciplinary approach.</b>
Need more music therapy and other types of stimulation for residents.	<b>We have increased the musical bookings for entertainment from March 2023 and going forward. We have also added Music Therapy to the Recreation Meeting Agenda this month to discuss Recreation Therapists ensuring they are adding music therapy based programming to their calendars. Client Program Supervisor is researching music therapy education for staff.</b>
The coffee could be better. Mom would like to be asked to go to Mass.	<b>Will conduct a taste test through Resident Council of from other coffee suppliers. In-house Mass service has resumed and the attendee list has been updated.</b>
Dementia patients can take an hour or longer for meals. Some people don't start eating till a half hour into the meal period. Often food is removed. Food cart is gone out of the units kitchen area within 30 minutes and not much food if any left on the cart. Does not allow for other options to be tried to encourage eating. Meals should be offered at other times other than the scheduled meal period (should be catering to the residents and the schedule that works for those individuals) this would require staffing to do this. If asleep during a meal, the same meals should be offered to them when they are alert and able to eat. (That is what you would do in your own home). At the bare minimum (if the resident won't eat, ensure should be provided and encouraged to all residents that are not eating and shouldn't need an order from	<b>Miramichi Lodge continues to actively recruit frontline staffing in an effort to bolster staff to resident ratios. At present we have more Personal Support Workers (PSWs) on staff than we have had at any time previous. We will continue to attempt to recruit to maximize all funding received, both provincial and municipal funds that we are fortunate to receive as a County of Renfrew Home. Refresher mandatory pleasurable dining education and proof of competency for all PSW staff. The management team have enhanced presence in the RHA 1A dining room and have</b>

<p>the dietitian). It should not be a concern as to “how many would be gone through in a day”. These people need it. The dementia units care requirements are increasing, more people requiring more care, more staff needed to properly care for them. Continuity of care is very important to the residents well being. Changing a bunch of staff at once loses the knowledge about those residents and causes confusion to people who are in there for care due to their confusion (dementia). Routine is key. The people who would be at your home (family) are the same. This is now their home, important to try and keep it the same (including the staff) to help the residents and not cause more confusion. This is a high demand area and the staff are hopping. As the residents decline, their need for assistance/care increases. Staffing should be increasing as well. How many residents are in wheelchairs now on 1A, many of whom we’re walking when they came in. It takes special people to do this type of work (caring for our elderly), but they need adequate resources/staffing to be successful and properly care for them. (Don’t get me wrong, I believe the staff are doing the best they can, but with extra staffing could do so much better and have more time which would also make it a lot more relaxed) Please for all residents on all units, make the required changes so they can live their golden years the way they should, happy, healthy, comfortable and well cared for. I challenge you to strive to Make Miramichi the long-term care home that stands out above the rest that everyone wants to model their long term care homes after. Your residence and hands on staff deserve it. Thank you to the 1A staff for all you do, it is appreciated!</p>	<p>conducted audits / corrective measures. Client Programs staff are engaged to maintain consistent resident assistance in the dining room. The Registered Nurse (RN) on evenings has been designated to assist in the RHA dining room. The Butterfly Model training is back on track with resumption of staff training set to commence this spring. The Home management has engaged Meaningful Care Matters to create our draft schedule for Butterfly Approach training, with an emphasis on advancing the dining process to the front of the training calendar. The management team recently met with the Miramichi Lodge Family Council on February 28/23 to hear concerns and collaborate toward an improved resident dining experience.</p>
<p>I find the heat is set too high, it’s too warm.</p>	<p>Maintenance manually closed the radiant heat panel water valve, allowing no tempered water flowing through it and when tested the room temperature was the same as the common areas 23.8C on the 2nd floor.</p>
<p>Living in Alberta we can't see our loved one often but we do talk and see pictures of him and the staff and lodge every day and we couldn't be happier with how much he tells us he loves everything. We are so grateful for everyone!</p>	<p>Noted and passed onto staff</p>
<p>47. Keeping in mind that the Home must be compliant with Provincial Directives regarding COVID-19; is there anything we could do differently / better?</p>	
SUGGESTION	RESPONSE
<p>The tables need to be washed through the day in the common areas. Remove glasses often in common areas. Residents are drinking from someone else glass that has been left sitting. Clean residents hands after snacks and after residents have used the bathroom. Offer drinks of water during the day. We don’t get enough to drink through the day. Wash tables with soapy water.</p>	<p>All suggests have been brought forward to the appropriate staff for follow-up through monthly Resident Home Area meetings, as well as a memo to staff, with closer supervision provided. Housekeeping with increasing cleaning of the high use table in the resident lounge and at the nursing station. Tables will be checked and wiped down twice daily. Reviewed the important and 4 moments of hand hygiene during resident home</p>

	area meetings in March. Discussed the important of offering residents assistance to wash the hand before and after meals. Signage up in all bathrooms about the important of hand hygiene. Jugs of ice water are available at all meals and nourishment carts and are offered. Resident Care Plan can be updated to include Resident's request for a hospitcher in room and refilled with ice water from the fluid/nourishment cart.
Keep up the great work!	Noted and passed onto staff
1A: 9.38% 1B: 6.25% 2A: 23.43% 2B: 25.00% 3A: 18.75% 3B: 17.19%	

**Thank you to**

- all the residents/substitute decision-makers who participated in this survey and therefore provided us will valuable feedback;
- those who assisted residents with completing the survey;
- and to the front-line staff and management team for their part in ensuring the best care possible is provided.

That said, we know there is always room for improvement and we are committed to continuing to enhance the quality of resident care, programs, and services.

Mike Blackmore

Director of Long-Term Care, Bonnechere Manor and Miramichi Lodge

mblackmore@countyofrenfrew.on.ca

- c. Resident/Family, Staff and Volunteer Communication Boards  
Resident and Family Councils  
Managers

## Bonnechere Manor 2023

Service	Fee
Guest meals	15.00 per person
<u>Day program</u>	
- full day attendance rate	<del>20.00</del> <b>\$25.00</b>
<del>one half day attendance rate</del>	<del>15.00</del>
- bath while attending day program	10.00
<del>bath only clients</del>	<del>15.00</del>
Staff accompaniment - per hour	Current wage rate for position + HST
Personal Equipment Repairs – per hour	Current wage rate for position + HST
Classroom (2 <sup>nd</sup> Floor), Boardroom (1 <sup>st</sup> Floor), Day Program Area (1 <sup>st</sup> Floor – no charge for resident use), Family Conference Area *Additional costs for special set-up/large numbers etc.	200.00* each rental
Room Rental – Renfrew Rotary Hall Auditorium (1 <sup>st</sup> Floor) *Additional costs for special set-up/large numbers etc. ** Director of Long-Term Care has discretion on a case by case basis to reduce / waive costs if resident activity or community fundraiser.	250.00* each rental
Family Overnight Suite – Available at no cost to families of palliative residents of Bonnechere Manor. Cost for overnight accommodation for families of other residents.	85.00 per night
Chapel * Charge is applicable to external requests that are not residents of Bonnechere Manor.	225.00
Additional Items:	
- Dishes and/or Cutlery	1.00/place setting
- 100 Cup Coffee/Tea Percolator (empty)	23.00
- 55 Cup Coffee/Tea Percolator (empty)	17.00
- Tablecloth (72")	8.00
- Tablecloths (any other size)	6.00

## Miramichi Lodge 2023

Service	Fee
Guest Meals – In Home	15.00 per person
Meals on Wheels	15.00 per person
Staff Accompaniment – per hour	Current wage rate for position + HST
Personal Equipment Repairs – per hour	Current wage rate for position + HST
Room Rental – Community Centre – (Area I or II) *Additional costs for special set-up/large numbers etc. ** Director of Long-Term Care has discretion on a case by case basis to reduce / waive costs if resident activity or community fundraiser.	250.00* each rental
Room Rental – Community Centre – (Area I and II) *Additional costs for special set-up/large numbers etc.	310.00* each rental
Meeting Room (1 <sup>st</sup> Floor), Family Dining Room (charge only when used for a meeting space) *Additional costs for special set-up/large numbers etc.	200.00* each rental
Boardroom (3 <sup>rd</sup> Floor) *Additional costs for special set-up/large numbers etc.	200.00* each rental
Meeting Room - Other *Additional costs for special set-up/large numbers etc.	200.00* each rental
Family Overnight Suite - Available at no cost to families of palliative residents of Miramichi Lodge. Cost for overnight accommodation for families of other residents.	85.00 per night
Chapel * Charge is applicable to external requests that are not residents of Miramichi Lodge.	225.00
Additional Items: <ul style="list-style-type: none"> <li>- Dishes and/or Cutlery</li> <li>- 100 Cup Coffee/Tea Percolator (empty)</li> <li>- 55 Cup Coffee/Tea Percolator (empty)</li> <li>- Tablecloth (72")</li> <li>- Tablecloths (any other size)</li> </ul>	1.00/place setting 23.00 17.00 8.00 6.00

**COUNTY OF RENFREW**

**BY-LAW NUMBER\_\_-23**

**A BY-LAW TO AMEND BY-LAW 30-22 BEING A BY-LAW AUTHORIZING THE WARDEN AND  
CLERK TO EXECUTE THE LONG- TERM CARE SERVICE ACCOUNTABILITY AGREEMENT WITH  
ONTARIO HEALTH**

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WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, as amended, authorizes Council to enter into agreements;

WHEREAS the County of Renfrew deems it desirable to enter into an amended agreement with Ontario Health by signing the Long-Term Care Service Accountability Agreements (L-SAAs) for the County of Renfrew Bonnechere Manor and Miramichi Lodge from April 1, 2023 until March 31, 2024 for ongoing Provincial funding;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The amended agreements marked as Schedule 'I' attached to and made part of this by-law shall constitute as amended agreements between the Corporation of the County of Renfrew Bonnechere Manor and Miramichi Lodge and Ontario Health for the L-SAAs.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 26<sup>th</sup> day of April, 2023.

READ a second time this 26<sup>th</sup> day of April, 2023.

READ a third time and finally passed this 26<sup>th</sup> day of April, 2023.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK

**LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT**  
**April 1, 2023 to March 31, 2024**

**with**  
**Corporation Of The County Of Renfrew**

**Effective Date: April 1, 2023**

## Schedules

## Schedule B: Additional Terms and Conditions Applicable to the Funding Model

## Schedule D: Performance

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**THIS AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2023.

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

**ONTARIO HEALTH** (the “Funder”)

**AND**

**CORPORATION OF THE COUNTY OF RENFREW** (the “HSP”)

**IN RESPECT OF:**

**Bonnechere Manor** located at  
**470 Albert Street, Renfrew, ON, K7V 4L5**

**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.

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a “**Municipal HSP**”) under the Provincial Long-Term Care Home Service Accountability Agreement template (the “**LSAA**”), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

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 1.0 - DEFINITIONS & INTERPRETATION**

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

“**Accountability Agreements**” means each of the accountability agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between Funder and the Ministry of Health, and between the Funder and the Ministry of Long

Term Care.

**“Act”** means the Fixing *Long-Term Care Homes Act, 2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

**“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 calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

**“Applicable Law”** means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, 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 orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by 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 Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

**“Approved Funding”** has the meaning ascribed to it in Schedule B.

**“Beds”** means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

**“Board”** means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) 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;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

**“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.

**“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, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

**“Compliance Declaration”** means a compliance declaration substantially in the form set out in Schedule E.

**“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.

**“Construction Funding Subsidy”** has the meaning ascribed to it in Schedule B.

**“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.

**“Design Manual”** means the Ministry design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

**“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;

**“Director”** has the same meaning ascribed to it in the Act.

**“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 includes Approved Funding and Construction Funding Subsidy.

**“Funding Year”** means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Home”** means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the

Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

**“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 Her 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.

**“Licence”** means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

**“Mandate Letter”** has the meaning ascribed to it in the Memorandum of Understanding between the Ministry of Health and the Funder, and includes a letter from the Minister of Long-Term Care to the Funder establishing priorities in accordance with the Premier’s mandate letter to the Minister.

**“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 the Minister of Long-Term Care 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.

**“Notice”** means any notice or other communication required to be provided pursuant to this Agreement, the Enabling Legislation or the Act.

**“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.

**“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, and for certainty, includes any such matter that may be brought to the attention of the Funder, whether by PICB or otherwise.

**“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 2023-2024 LSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time.

**“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.

**“PICB”** means Performance Improvement and Compliance Branch of the Ministry, or any other branch or organizational unit of the Ministry that may succeed or replace it.

**“Planning Submission”** means the planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder.

**“Policy Web Pages”** means the web pages available at [www.health.gov.on.ca/lsaapolicies](http://www.health.gov.on.ca/lsaapolicies), and at [www.health.gov.on.ca/erssldpolitique](http://www.health.gov.on.ca/erssldpolitique) or such other URLs or Web pages as the Funder or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc\\_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html).

**“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.

**“RAI MDS Tools”** means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

**“Reports”** means the reports described in Schedule C as well as any other reports or information required to be provided under the Enabling Legislation, the Act or this Agreement.

**“Resident”** has the meaning ascribed to it under the Act.

**“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:** Description of Home and Services;

**Schedule B:** Additional Terms and Conditions Applicable to the Funding Model;

**Schedule C:** Reporting Requirements;

**Schedule D:** Performance; and

**Schedule E:** Form of Compliance Declaration

**“Services”** means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

**“Service Volume”** means a measure of Services for which a Performance Target is set.

- 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.

## **ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT**

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2024 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

## **ARTICLE 3.0 - 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;
  - (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.
- (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 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.

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

- (a) The parties acknowledge that, subject to the provisions of the Act and 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.

### **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 Mandate Letter.** The Funder will receive a Mandate Letter or Mandate Letters annually. Each Mandate Letter articulates areas of focus for the Funder, and the Minister'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 out in a Mandate Letter.

### **3.6 French Language Services.**

**3.6.1** 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.

**3.6.2 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 toward 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.

**3.6.3 If Identified.** If the HSP is Identified, it will:

- (a) work toward 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.

**3.6.4 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.

## **ARTICLE 4.0 - FUNDING**

**4.1 Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the applicable Accountability Agreement, the Funder will provide the Funding by depositing the Funding in monthly instalments 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 Conditions of Funding.**

- (a) The HSP will:
  - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
  - (2) not use the Funding for compensation increases prohibited by Applicable Law;
  - (3) meet all obligations in the Schedules;
  - (4) fulfill all other obligations under this Agreement; and
  - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the Funder and is subject to a year-end reconciliation. The Funder may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

**4.3 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 Funding if this Agreement is signed after the Effective Date;
- (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,
  - (1) if the Minister or the Director so directs under the terms of the Act;
  - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
  - (3) 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 pursuant to Article 5.

**4.4 Additional Funding.** Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

**4.5 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.

**4.6 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.

**4.7 Disposition.** Subject to Applicable Law and Applicable Policy, 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 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING**

**5.1 Adjustment of Funding.**

- (a) The Funder may adjust the Funding in any of the following circumstances:

- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
  - (2) on a change to the Services;
  - (3) if required by either the Director or the Minister under the Act;
  - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
  - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. 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.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the Funder shall take into account the following principles:
  - (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
  - (2) the HSP should not gain from a breach of this Agreement;
  - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
  - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

**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 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the Funder.

**5.3 Settlement and Recovery of Funding for Prior Years.**

- (a) 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 6.0 - 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 Planning Submission, approved by the HSP's governing body, must be submitted to the Funder.
- (b) **Multi-Year Planning.** The Planning Submission 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 Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the Funder is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:
  - (1) are targets only;
  - (2) are provided solely for the purposes of planning;
  - (3) are subject to confirmation; and
  - (4) may be changed at the discretion of the Funder.

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

The Funder agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The Funder will give the HSP at least 6 months' Notice if the Funder does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. 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 the HSP's Planning Submission 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.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the Funder, the HSP will follow the provisions of the Enabling Legislation. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which the Enabling Legislation may apply.

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

#### **6.5 Termination of Designation of Convalescent Care Beds.**

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the Funder at least 6 months' prior Notice. Such Notice shall include:
  - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
  - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

- (c) The Funder may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the Funder with:
  - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

- (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

## **ARTICLE 7.0 - 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 section 7.2(a), 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. PICB may be included in any such meeting at the request of either party.

**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; and
- (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 8.0 - 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, its Residents 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 or the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
  - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
  - (3) will fulfil the specific reporting requirements set out in Schedule C;
  - (4) 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; and

- (5) 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) **RAI MDS.** Without limiting the foregoing, the HSP
  - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
  - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
  - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
  - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Quality Improvement Plan.** The HSP will submit a Quality Improvement Plan to Ontario Health that is aligned with this Agreement and supports health system priorities.
- (e) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.
- (f) **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.
- (g) **Declaration of Compliance.** On or before March 1 of each Funding Year, 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 E and may be amended by the Funder from time to time through the term of this Agreement.
- (h) **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 if any of the Reports are received after the due date, are incomplete, or are 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 Act 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. The HSP's obligations under this section will survive any termination or expiry 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, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, 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 the Home 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).

- (a)

### **ARTICLE 9.0 - 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, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the Funder in its Planning Submission or otherwise in support of its application 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;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

**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 one or more codes 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 Act and 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 it:
  - (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
  - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
  - (3) will enforce the HSP's rights under the Performance Agreement.

### **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 and will continue to be, 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 10.0 - 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 Same.** 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 wilful 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 the 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.** 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 11.0 – TERMINATION**

### **11.1 Termination by the Funder.**

- (a) **Immediate Termination.** The Funder may terminate this Agreement immediately upon giving Notice to the HSP if:

- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
  - (2) 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;
  - (3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
  - (4) the Home has been closed in accordance with the Act; or
  - (5) as provided for in section 4.5, the Funder does not receive the necessary funding from the Ministry.
- (b) **Termination in the Event of Financial Difficulties.** If 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 the Funder will consult with the Director before determining whether this Agreement will be terminated. If the Funder terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the Funder would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.
- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give 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 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; and
- the Funder may then terminate this Agreement in accordance with the Notice.

## 11.2 Termination of Services by the HSP.

- (a) Except as provided in section 11.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the Funder at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the Funder at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.



- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

### **11.3 Consequences of Termination.**

- (a) If this Agreement is terminated pursuant to this Article, the Funder may:
- (1) cancel all further Funding instalments;
  - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
  - (3) determine the HSP's reasonable costs to wind down the Services; and
  - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 11.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services.

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

**11.5 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.

## **ARTICLE 12.0 - 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  
525 University Avenue, 5th Floor  
Toronto ON, M5G 2L3

Attn: Chief Regional Officer, Toronto and East

Email: OH-East\_Submissions@ontariohealth.ca

To the HSP:

Corporation of the County of Renfrew  
Bonnechere Manor  
470 Albert Street  
Renfrew ON, K7V 4L5

Attn: Director of Long-Term Care

Email: MBlackmore@countyofrenfrew.on.ca

- 12.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if 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 13.0 - INTERPRETATION**

- 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 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the Funder. Where the Act requires compliance with this Agreement, the Funder will determine compliance and advise the Director.
- 13.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 13.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of the Enabling Legislation and this Agreement are separate and distinct from the HSP's obligations under the Act.

## **ARTICLE 14.0 - ADDITIONAL PROVISIONS**

- 14.1 Currency.** All payment to be made by the Funder or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 14.2 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.
- 14.3 Terms and Conditions on Any Consent.** Any consent or approval that the Funder may grant under this Agreement is subject to such terms and conditions as the Funder may reasonably require.
- 14.4 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.
- 14.5 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.

- 14.6 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.
- 14.7 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 Act and the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 14.8 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 which consent shall not be unreasonably withheld. 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.
- 14.9 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.
- 14.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 9.4, 19.5 and 11.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 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.
- 14.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.13 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.
- 14.14 Insignia and Logo.** Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For purposes of this section 14.14, the insignia or logo of the Funder includes the insignia and logo of His Majesty the King in right of Ontario.

## ARTICLE 15.0 - ENTIRE AGREEMENT

**15.1 Entire Agreement.** This Agreement together with the appended Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

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

### ONTARIO HEALTH

By:

\_\_\_\_\_  
Anna Greenberg,  
Chief Regional Officer, Toronto and East

\_\_\_\_\_  
Date

And by:

\_\_\_\_\_  
Eric Partington,  
Vice President, Performance, Accountability,  
and Funding Allocation, Ontario Health (East)

\_\_\_\_\_  
Date

### CORPORATION OF THE COUNTY OF RENFREW

By:

\_\_\_\_\_  
Craig Kelley,  
Chief Administrative Officer/  
Clerk of the County of Renfrew

\_\_\_\_\_  
Date

I have authority to bind the HSP

And by:

\_\_\_\_\_  
Peter Emon,  
Warden

\_\_\_\_\_  
Date

I have authority to bind the HSP

## 2023-24 Description of Home and Services

**LTCH Name: Bonnechere Manor**

### A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Corporation of the County of Renfrew		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Bonnechere Manor		
LTCH Master Number (e.g. NH9898)	H11812		
Address	470 Albert Street		
City	Renfrew	Postal Code	K7V 4L5
Accreditation organization	Accreditation Canada		
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	On-site survey: Nov 24-27, 2019 Award Date: Dec 12, 2019	Year(s) Awarded (e.g. 3 years)	4
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Served (i.e ethnic, linguistic or religious) N

## 2023-24 Description of Home and Services

**LTCH Name: Bonnechere Manor**

### A.2 Licensed or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)	180						
<b>TOTAL BEDS (1)</b>	180						
Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							<b>Note:</b> Each individual licence should be on a separate row. Please add additional rows as required.
2. Licence Type	Total # of Beds		Licence Expiry Date (e.g., May 31, 2025)		Comments/Additional Information		
Temporary	0						
Temporary Emergency	0						
Short-Term Authorization	0						
<b>TOTAL BEDS (2)</b>	0						
<b>TOTAL # OF ALL LICENSED BEDS (1) + (2)</b>	180						

## 2023-24 Description of Home and Services

**LTCH Name: Bonnechere Manor**

Usage Type	Total # of Beds	Expiry Date (e.g., May 31, 2025)	Comments/Additional Information
Long Stay Beds <b>(not including beds below)</b>	178	ongoing	
Convalescent Care Beds	0		
Respite Beds	2	Annual Renew	
ELDCAP Beds	0		
Interim Beds	0		
Veterans' Priority Access beds	0		
Beds in Abeyance (BIA)	0		
Designated Specialized Unit beds	0		
Other beds *	0		
<b>Total # of all Bed Types (3)</b>	180		

\*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

\*\* Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

### A.3 Structural Information

**Type of Room** (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	132	x 1	132

## 2023-24 Description of Home and Services

**LTCH Name: Bonnechere Manor**

Number of rooms with 2 beds	24	x 2	48
Number of rooms with 3 beds	0	x 3	0
Number of rooms with 4 beds	0	x 4	0
<b>Total Number of Rooms</b>	<b>156</b>	<b>Total Number of Beds*</b>	<b>180</b>

**\*Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	1995
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	1)N/A 2) 3) 4)

### Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
HM1 North Birch Lane	35
HM1 South Spruce Lane	35
HM2 North Tamarac Lane	35
HM2 South Willow Lane	35
Pinnacle North Maple Lane	20
Pinnacle South Oak Lane	20
<b>Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2)</b>	<b>180</b>

### Other Reporting

Accommodation Breakdown*			
Accommodation Type	Basic	Semi-Private	Private
	48	88	44
<b>Total Beds</b>	<b>48</b>	<b>88</b>	<b>44</b>

\*For accommodation definition see *Fixing Long-Term Care Act, 2021*  
<https://www.ontario.ca/laws/regulation/220246#BK4>



## Schedule B

### Additional Terms and Conditions Applicable to the Funding Model

**1.0 Background.** Ontario Health provides subsidy funding to long-term care home health service providers pursuant to a funding model set by MOH and MLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

**2.0 Additional Definitions.** Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

**“Allowable Subsidy”** refers to Allowable Subsidy as defined in s. 1 of Reg. 200/21 under Connecting Care Act, 2019.

**“Construction Funding Subsidy” or “CFS”** means the funding that the MOH and MLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **“Development Agreement”**).

**“CFS Commitments”** means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the funder and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy (including, without limitation, any commitments set out in the HSP’s Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

**“Envelope”** is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the “Nursing and Personal Care” Envelope;
- (b) the “Program and Support Services” Envelope;
- (c) the “Raw Food” Envelope; and
- (d) the “Other Accommodation” Envelope.

**“Estimated Provincial Subsidy”** means the estimated provincial subsidy to be provided by Ontario Health to an HSP calculated in accordance with Applicable Law and Applicable Policy.

**“Reconciliation Report”** refers to the Reconciliation Report as referenced in s. 1 of Reg 200/21 under Connecting Care Act, 2019.

**“Term”** means the term of this Agreement.

### **3.0 Provision of Funding.**

3.1 In each Funding Year, Ontario Health shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22<sup>nd</sup>) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

### **4.0 Use of Funding.**

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by Ontario Health, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

### **5.0 Construction Funding Subsidies.**

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOH and MLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide Ontario Health with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOH and MLTC are responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by Ontario Health.

## **6.0 Reconciliation.**

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOH and MLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by Ontario Health pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by Ontario Health under section 3.0 of this Schedule shall be reconciled by Ontario Health in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

## Schedule C – Reporting Requirements

<b>1. In-Year Revenue/Occupancy Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2023 – Jan 1, 2023 to Sept 30, 2023	By October 15, 2023
<b>2. Long-Term Care Home Annual Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2023 – Jan 1, 2023 to Dec 31, 2023	By September 30, 2024
<b>3. French Language Services Report</b>	
<b>Fiscal Year</b>	<b>Due Dates</b>
2023-24 – Apr 1, 2023 to March 31, 2024	April 29, 2024
<b>4. OHRS/MIS Trial Balance Submission</b>	
<b>2023-2024</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 1, 2023 to Sept 30, 2023 (Fiscal Year)	October 29, 2023
Q2 – Jan 1, 2023 to June 30, 2023 (Calendar Year)	
Q3 – Apr 1, 2023 to Dec 31, 2023 (Fiscal Year)	January 28, 2024 – Optional Submission
Q3 – Jan 1, 2023 to Sept 30, 2023 (Calendar Year)	
Q4 – Apr 1, 2023 to March 31, 2024 (Fiscal Year)	May 31, 2024
Q4 – Jan 1, 2023 to Dec 31, 2023 (Calendar Year)	
<b>5. Compliance Declaration</b>	
<b>Funding Year</b>	<b>Due Dates</b>
January 1, 2023 – December 31, 2023	March 1, 2024
<b>6. Continuing Care Reporting System (CCRS)/RAI MDS</b>	
<b>Reporting Period</b>	<b>Estimated Final Due Dates<sup>1</sup></b>
2023-2024 Q1	August 31, 2023
2023-2024 Q2	November 30, 2023
2023-2024 Q3	February 28, 2024
2023-2024 Q4	May 31, 2024
<b>7. Long-Term Care Staffing Data Collection (“Staffing Survey”)</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
April 1, 2022 to June 30, 2022 – Q1	September 12, 2022
July 1, 2022 to September 30, 2022 – Q2	January 27, 2023
October 1, 2022 to December 31, 2022 – Q3	To be determined
January 1, 2023 to March 31, 2023 – Q4	To be determined
<b>8. Quality Improvement Plan (submitted to Ontario Health)</b>	
<b>Planning Period</b>	<b>Due Dates</b>
April 1, 2023 – March 31, 2024	April 1, 2023

<sup>1</sup> These are estimated dates provided by the MOH and MLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

## Schedule D – Performance

### 1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:

*n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.

*tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2022/23	
		Performance	
		Target	Standard
<b>Organizational Health and Financial Indicators</b>	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
<b>Coordination and Access Indicators</b>	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from Home and Community Care Support Services (HCCSS) Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
<b>Quality and Resident Safety Indicators</b>	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

## 2.0 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).

## Schedule E – Form of Compliance Declaration

### DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

**To:** The Board of Directors of Ontario Health Attn: Board Chair.

**From:** The Board of Directors (the “Board”) of the [insert name of License Holder] (the “HSP”)

**For:** [insert name of Home] (the “Home”)

**Date:** [insert date]

**Re:** January 1, 2023– December 31, 2023 (the “Applicable Period”)

---

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 Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the Health Service Provider (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 long-term care home service accountability agreement (the “Agreement”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

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

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],  
[insert title]



## **Schedule E – Form of Compliance Declaration Cont'd.**

### **Appendix 1 - Exceptions**

[Please identify each obligation under the LSAA 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.]

**LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT**  
**April 1, 2023 to March 31, 2024**

## SERVICE ACCOUNTABILITY AGREEMENT

**with**

## Corporation of the County of Renfrew

**Effective Date: April 1, 2023**

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## Schedules

## Schedule A: Description of Home and Services

## Schedule B: Additional Terms and Conditions Applicable to the Funding Model

## Schedule C: Reporting Requirements

## Schedule D: Performance

## Schedule E: Form of Compliance Declaration

**THIS AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2023.

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

**ONTARIO HEALTH** (the “Funder”)

**AND**

**CORPORATION OF THE COUNTY OF RENFREW** (the “HSP”)

**IN RESPECT OF:**

**Miramichi Lodge** located at  
**725 Pembroke Street West, Pembroke, ON, K8A 8S6**

**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.

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a “**Municipal HSP**”) under the Provincial Long-Term Care Home Service Accountability Agreement template (the “**LSAA**”), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

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 1.0 - DEFINITIONS & INTERPRETATION**

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

“**Accountability Agreements**” means each of the accountability agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between Funder and the Ministry of Health, and between the Funder and the Ministry of Long

Term Care.

**“Act”** means the Fixing *Long-Term Care Homes Act, 2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

**“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 calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

**“Applicable Law”** means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, 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 orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by 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 Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

**“Approved Funding”** has the meaning ascribed to it in Schedule B.

**“Beds”** means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

**“Board”** means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) 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;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

**“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.

“**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, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

“**Compliance Declaration**” means a compliance declaration substantially in the form set out in Schedule E.

“**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.

“**Construction Funding Subsidy**” has the meaning ascribed to it in Schedule B.

“**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.

“**Design Manual**” means the Ministry design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

“**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;

**“Director”** has the same meaning ascribed to it in the Act.

**“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 includes Approved Funding and Construction Funding Subsidy.

**“Funding Year”** means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

**“Home”** means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the

Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

**“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 Her 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.

**“Licence”** means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

**“Mandate Letter”** has the meaning ascribed to it in the Memorandum of Understanding between the Ministry of Health and the Funder, and includes a letter from the Minister of Long-Term Care to the Funder establishing priorities in accordance with the Premier’s mandate letter to the Minister.

**“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 the Minister of Long-Term Care 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.

**“Notice”** means any notice or other communication required to be provided pursuant to this Agreement, the Enabling Legislation or the Act.

**“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.

**“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, and for certainty, includes any such matter that may be brought to the attention of the Funder, whether by PICB or otherwise.

**“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 2023-2024 LSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time.

**“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.

**“PICB”** means Performance Improvement and Compliance Branch of the Ministry, or any other branch or organizational unit of the Ministry that may succeed or replace it.

**“Planning Submission”** means the planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder.

**“Policy Web Pages”** means the web pages available at [www.health.gov.on.ca/lsaapolicies](http://www.health.gov.on.ca/lsaapolicies), and at [www.health.gov.on.ca/erssldpolitique](http://www.health.gov.on.ca/erssldpolitique) or such other URLs or Web pages as the Funder or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc\\_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html).

**“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.

**“RAI MDS Tools”** means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

**“Reports”** means the reports described in Schedule C as well as any other reports or information required to be provided under the Enabling Legislation, the Act or this Agreement.

**“Resident”** has the meaning ascribed to it under the Act.



**“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:** Description of Home and Services;

**Schedule B:** Additional Terms and Conditions Applicable to the Funding Model;

**Schedule C:** Reporting Requirements;

**Schedule D:** Performance; and

**Schedule E:** Form of Compliance Declaration

**“Services”** means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

**“Service Volume”** means a measure of Services for which a Performance Target is set.

- 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.

## **ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT**

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2024 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

## **ARTICLE 3.0 - 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;
  - (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.
- (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 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.

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

- (a) The parties acknowledge that, subject to the provisions of the Act and 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.

### **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 Mandate Letter.** The Funder will receive a Mandate Letter or Mandate Letters annually. Each Mandate Letter articulates areas of focus for the Funder, and the Minister'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 out in a Mandate Letter.

### **3.6 French Language Services.**

**3.6.1** 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.

**3.6.2 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 toward 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.

**3.6.3 If Identified.** If the HSP is Identified, it will:

- (a) work toward 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.

**3.6.4 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.

## **ARTICLE 4.0 - FUNDING**

**4.1 Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the applicable Accountability Agreement, the Funder will provide the Funding by depositing the Funding in monthly instalments 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 Conditions of Funding.**

- (a) The HSP will:
  - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
  - (2) not use the Funding for compensation increases prohibited by Applicable Law;
  - (3) meet all obligations in the Schedules;
  - (4) fulfill all other obligations under this Agreement; and
  - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the Funder and is subject to a year-end reconciliation. The Funder may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

**4.3 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 Funding if this Agreement is signed after the Effective Date;
- (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,
  - (1) if the Minister or the Director so directs under the terms of the Act;
  - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
  - (3) 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 pursuant to Article 5.

**4.4 Additional Funding.** Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

**4.5 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.

**4.6 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.

**4.7 Disposition.** Subject to Applicable Law and Applicable Policy, 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 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING**

**5.1 Adjustment of Funding.**

- (a) The Funder may adjust the Funding in any of the following circumstances:

- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
  - (2) on a change to the Services;
  - (3) if required by either the Director or the Minister under the Act;
  - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
  - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. 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.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the Funder shall take into account the following principles:
  - (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
  - (2) the HSP should not gain from a breach of this Agreement;
  - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
  - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

**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 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the Funder.

**5.3 Settlement and Recovery of Funding for Prior Years.**

- (a) 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 6.0 - 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 Planning Submission, approved by the HSP's governing body, must be submitted to the Funder.
- (b) **Multi-Year Planning.** The Planning Submission 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 Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the Funder is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:
  - (1) are targets only;
  - (2) are provided solely for the purposes of planning;
  - (3) are subject to confirmation; and
  - (4) may be changed at the discretion of the Funder.

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

The Funder agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The Funder will give the HSP at least 6 months' Notice if the Funder does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. 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 the HSP's Planning Submission 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.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the Funder, the HSP will follow the provisions of the Enabling Legislation. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which the Enabling Legislation may apply.

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

#### **6.5 Termination of Designation of Convalescent Care Beds.**

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the Funder at least 6 months' prior Notice. Such Notice shall include:
  - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
  - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

- (c) The Funder may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the Funder with:
  - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

- (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

## **ARTICLE 7.0 - 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 section 7.2(a), 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. PICB may be included in any such meeting at the request of either party.

**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; and
- (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 8.0 - 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, its Residents 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 or the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
  - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
  - (3) will fulfil the specific reporting requirements set out in Schedule C;
  - (4) 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; and

- (5) 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) **RAI MDS.** Without limiting the foregoing, the HSP
  - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
  - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
  - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
  - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Quality Improvement Plan.** The HSP will submit a Quality Improvement Plan to Ontario Health that is aligned with this Agreement and supports health system priorities.
- (e) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.
- (f) **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.
- (g) **Declaration of Compliance.** On or before March 1 of each Funding Year, 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 E and may be amended by the Funder from time to time through the term of this Agreement.
- (h) **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 if any of the Reports are received after the due date, are incomplete, or are 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 Act 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. The HSP's obligations under this section will survive any termination or expiry 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, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, 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 the Home 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).

- (a)

### **ARTICLE 9.0 - 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, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the Funder in its Planning Submission or otherwise in support of its application 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;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

**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 one or more codes 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 Act and 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 it:
  - (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
  - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
  - (3) will enforce the HSP's rights under the Performance Agreement.

### **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 and will continue to be, 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 10.0 - 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 Same.** 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 wilful 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 the 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.** 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 11.0 – TERMINATION**

### **11.1 Termination by the Funder.**

- (a) **Immediate Termination.** The Funder may terminate this Agreement immediately upon giving Notice to the HSP if:

- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
  - (2) 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;
  - (3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
  - (4) the Home has been closed in accordance with the Act; or
  - (5) as provided for in section 4.5, the Funder does not receive the necessary funding from the Ministry.
- (b) **Termination in the Event of Financial Difficulties.** If 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 the Funder will consult with the Director before determining whether this Agreement will be terminated. If the Funder terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the Funder would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.
- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give 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 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; and
- the Funder may then terminate this Agreement in accordance with the Notice.

## 11.2 Termination of Services by the HSP.

- (a) Except as provided in section 11.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the Funder at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the Funder at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.

- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

### **11.3 Consequences of Termination.**

- (a) If this Agreement is terminated pursuant to this Article, the Funder may:
- (1) cancel all further Funding instalments;
  - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
  - (3) determine the HSP's reasonable costs to wind down the Services; and
  - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 11.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services.

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

**11.5 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.

## **ARTICLE 12.0 - 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  
525 University Avenue, 5th Floor  
Toronto ON, M5G 2L3

Attn: Chief Regional Officer, Toronto and East

Email: OH-East\_Submissions@ontariohealth.ca

To the HSP:

Corporation of the County of Renfrew  
Miramichi Lodge  
725 Pembroke Street West  
Pembroke ON, K7V 4L5

Attn: Director of Long-Term Care

Email: MBlackmore@countyofrenfrew.on.ca

- 12.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if 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 13.0 - INTERPRETATION**

- 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 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the Funder. Where the Act requires compliance with this Agreement, the Funder will determine compliance and advise the Director.
- 13.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 13.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of the Enabling Legislation and this Agreement are separate and distinct from the HSP's obligations under the Act.

## **ARTICLE 14.0 - ADDITIONAL PROVISIONS**

- 14.1 Currency.** All payment to be made by the Funder or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 14.2 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.
- 14.3 Terms and Conditions on Any Consent.** Any consent or approval that the Funder may grant under this Agreement is subject to such terms and conditions as the Funder may reasonably require.
- 14.4 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.
- 14.5 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.

- 14.6 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.
- 14.7 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 Act and the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 14.8 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 which consent shall not be unreasonably withheld. 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.
- 14.9 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.
- 14.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 9.4, 19.5 and 11.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 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.
- 14.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.13 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.
- 14.14 Insignia and Logo.** Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For purposes of this section 14.14, the insignia or logo of the Funder includes the insignia and logo of His Majesty the King in right of Ontario.

## ARTICLE 15.0 - ENTIRE AGREEMENT

**15.1 Entire Agreement.** This Agreement together with the appended Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

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

### ONTARIO HEALTH

By:

\_\_\_\_\_  
Anna Greenberg,  
Chief Regional Officer, Toronto and East

\_\_\_\_\_  
Date

And by:

\_\_\_\_\_  
Eric Partington,  
Vice President, Performance, Accountability,  
and Funding Allocation, Ontario Health (East)

\_\_\_\_\_  
Date

### CORPORATION OF THE COUNTY OF RENFREW

By:

\_\_\_\_\_  
Craig Kelley,  
Chief Administrative Officer/  
Clerk of the County of Renfrew

\_\_\_\_\_  
Date

I have authority to bind the HSP

And by:

\_\_\_\_\_  
Peter Emon,  
Warden

\_\_\_\_\_  
Date

I have authority to bind the HSP

## 2023-24 Description of Home and Services

**LTCH Name: Miramichi Lodge**

### A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	The Corporation of the County of Renfrew		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Miramichi Lodge		
LTCH Master Number (e.g. NH9898)	H11807		
Address	725 Pembroke Street West		
City	Pembroke	Postal Code	K8A 8S6
Accreditation organization	Accreditation Canada		
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	On-site Survey: April 22-25, 2018 Award Date: May 10, 2018	Year(s) Awarded (e.g. 3 years)	4 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Served (i.e ethnic, linguistic or religious) N

## 2023-24 Description of Home and Services

**LTCH Name: Miramichi Lodge**

### A.2 Licensed or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds <u>Note:</u> Each individual licence should be on a separate row. Please add additional rows as required.					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)					166	N/A Municipal	
<b>TOTAL BEDS (1)</b>	166						
Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization						<u>Note:</u> Each individual licence should be on a separate row. Please add additional rows as required.	
2. Licence Type	Total # of Beds		Licence Expiry Date (e.g., May 31, 2025)		Comments/Additional Information		
Temporary	0						
Temporary Emergency	0						
Short-Term Authorization	0						
<b>TOTAL BEDS (2)</b>	0						
<b>TOTAL # OF ALL LICENSED BEDS (1) + (2)</b>	166						



## 2023-24 Description of Home and Services

**LTCH Name: Miramichi Lodge**

Usage Type	Total # of Beds	Expiry Date (e.g., May 31, 2025)	Comments/Additional Information
Long Stay Beds <b>(not including beds below)</b>	162	Ongoing	
Convalescent Care Beds	0		
Respite Beds	2	Annual Renew	
ELDCAP Beds	0		
Interim Beds	0		
Veterans' Priority Access beds	2		
Beds in Abeyance (BIA)	0		
Designated Specialized Unit beds	0		
Other beds *	0		
<b>Total # of all Bed Types (3)</b>	166		

\*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

\*\* Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

### A.3 Structural Information

**Type of Room** (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	100	x 1	100
Number of rooms with 2 beds	33	x 2	66
Number of rooms with 3 beds	0	x 3	0

## 2023-24 Description of Home and Services

**LTCH Name: Miramichi Lodge**

Number of rooms with 4 beds	0	x 4	0
<b>Total Number of Rooms</b>	<b>133</b>	<b>Total Number of Beds*</b>	<b>166</b>

**\*Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2004
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	1)N/A 2) 3) 4)

### Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
RHA 1A	27
RHA 1B	27
RHA 2A	28
RHA 2B	28
RHA 3A	28
RHA 3B	28
<b>Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2)</b>	<b>166</b>

### Other Reporting

Accommodation Breakdown*			
Accommodation Type	Basic	Semi-Private	Private
	66	0	100
<b>Total Beds</b>	<b>66</b>	<b>0</b>	<b>100</b>

\*For accommodation definition see *Fixing Long-Term Care Act, 2021*  
<https://www.ontario.ca/laws/regulation/220246#BK4>

## Schedule B

### Additional Terms and Conditions Applicable to the Funding Model

**1.0 Background.** Ontario Health provides subsidy funding to long-term care home health service providers pursuant to a funding model set by MOH and MLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

**2.0 Additional Definitions.** Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

**“Allowable Subsidy”** refers to Allowable Subsidy as defined in s. 1 of Reg. 200/21 under Connecting Care Act, 2019.

**“Construction Funding Subsidy” or “CFS”** means the funding that the MOH and MLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **“Development Agreement”**).

**“CFS Commitments”** means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the funder and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy (including, without limitation, any commitments set out in the HSP’s Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

**“Envelope”** is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the “Nursing and Personal Care” Envelope;
- (b) the “Program and Support Services” Envelope;
- (c) the “Raw Food” Envelope; and
- (d) the “Other Accommodation” Envelope.

**“Estimated Provincial Subsidy”** means the estimated provincial subsidy to be provided by Ontario Health to an HSP calculated in accordance with Applicable Law and Applicable Policy.

**“Reconciliation Report”** refers to the Reconciliation Report as referenced in s. 1 of Reg 200/21 under Connecting Care Act, 2019.

**“Term”** means the term of this Agreement.

### **3.0 Provision of Funding.**

3.1 In each Funding Year, Ontario Health shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22<sup>nd</sup>) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

### **4.0 Use of Funding.**

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by Ontario Health, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

### **5.0 Construction Funding Subsidies.**

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOH and MLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide Ontario Health with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOH and MLTC are responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by Ontario Health.

## **6.0 Reconciliation.**

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOH and MLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by Ontario Health pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by Ontario Health under section 3.0 of this Schedule shall be reconciled by Ontario Health in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

## Schedule C – Reporting Requirements

<b>1. In-Year Revenue/Occupancy Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2023 – Jan 1, 2023 to Sept 30, 2023	By October 15, 2023
<b>2. Long-Term Care Home Annual Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2023 – Jan 1, 2023 to Dec 31, 2023	By September 30, 2024
<b>3. French Language Services Report</b>	
<b>Fiscal Year</b>	<b>Due Dates</b>
2023-24 – Apr 1, 2023 to March 31, 2024	April 29, 2024
<b>4. OHRS/MIS Trial Balance Submission</b>	
<b>2023-2024</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 1, 2023 to Sept 30, 2023 (Fiscal Year)	October 29, 2023
Q2 – Jan 1, 2023 to June 30, 2023 (Calendar Year)	
Q3 – Apr 1, 2023 to Dec 31, 2023 (Fiscal Year)	January 28, 2024 – Optional Submission
Q3 – Jan 1, 2023 to Sept 30, 2023 (Calendar Year)	
Q4 – Apr 1, 2023 to March 31, 2024 (Fiscal Year)	May 31, 2024
Q4 – Jan 1, 2023 to Dec 31, 2023 (Calendar Year)	
<b>5. Compliance Declaration</b>	
<b>Funding Year</b>	<b>Due Dates</b>
January 1, 2023 – December 31, 2023	March 1, 2024
<b>6. Continuing Care Reporting System (CCRS)/RAI MDS</b>	
<b>Reporting Period</b>	<b>Estimated Final Due Dates<sup>1</sup></b>
2023-2024 Q1	August 31, 2023
2023-2024 Q2	November 30, 2023
2023-2024 Q3	February 28, 2024
2023-2024 Q4	May 31, 2024
<b>7. Long-Term Care Staffing Data Collection (“Staffing Survey”)</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
April 1, 2022 to June 30, 2022 – Q1	September 12, 2022
July 1, 2022 to September 30, 2022 – Q2	January 27, 2023
October 1, 2022 to December 31, 2022 – Q3	To be determined
January 1, 2023 to March 31, 2023 – Q4	To be determined
<b>8. Quality Improvement Plan (submitted to Ontario Health)</b>	
<b>Planning Period</b>	<b>Due Dates</b>
April 1, 2023 – March 31, 2024	April 1, 2023

<sup>1</sup> These are estimated dates provided by the MOH and MLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

## Schedule D – Performance

### 1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:

*n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.

*tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2022/23	
		Performance	
		Target	Standard
<b>Organizational Health and Financial Indicators</b>	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
<b>Coordination and Access Indicators</b>	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from Home and Community Care Support Services (HCCSS) Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
<b>Quality and Resident Safety Indicators</b>	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

## 2.0 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).

## Schedule E – Form of Compliance Declaration

### DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

**To:** The Board of Directors of Ontario Health Attn: Board Chair.

**From:** The Board of Directors (the “Board”) of the [insert name of License Holder] (the “HSP”)

**For:** [insert name of Home] (the “Home”)

**Date:** [insert date]

**Re:** January 1, 2023– December 31, 2023 (the “Applicable Period”)

---

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 Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the Health Service Provider (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 long-term care home service accountability agreement (the “Agreement”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

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

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],  
[insert title]

## **Schedule E – Form of Compliance Declaration Cont'd.**

### **Appendix 1 - Exceptions**

[Please identify each obligation under the LSAA 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.]

**COUNTY OF RENFREW**

**BY-LAW NUMBER \_\_-23**

**A BY-LAW TO AMEND BY-LAW 31-22 BEING A BY-LAW AUTHORIZING THE WARDEN AND CLERK  
TO EXECUTE THE MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT WITH ONTARIO HEALTH  
FOR THE SENIOR/ADULT DAY PROGRAM**

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WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements;

WHEREAS the County of Renfrew deems it desirable to enter into an amended agreement with Ontario Health by signing the Multi-Sector Service Accountability Agreement (M-SAA) from April 1, 2023 until March 31, 2024 for the continuation of 100% funding for the Bonnechere Manor Senior/Adult Day Programs;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The amended agreement marked as Schedule "I" attached to and made part of this by-law shall constitute an amended agreement between the Corporation of the County of Renfrew and Ontario Health.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 26<sup>th</sup> day of April, 2023.

READ a second time this 26<sup>th</sup> day of April, 2023.

READ a third time and finally passed this 26<sup>th</sup> day of April, 2023.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK

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

SERVICE ACCOUNTABILITY AGREEMENT  
with  
Corporation of the County of Renfrew  
Effective Date: April 1, 2023  
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**SCHEDULES**

- 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
- Schedule G:** N/A

**THIS AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2023

**BETWEEN :**

**ONTARIO HEALTH** (the “**Funder**”)

- and -

**CORPORATION OF THE COUNTY OF RENFREW** (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 OF THIS 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  
525 University Avenue, 5th Floor  
Toronto ON, M5G 2L3

Attn: Chief Regional Officer, Toronto and East

Email: OH-East\_Submissions@ontariohealth.ca

**To the HSP:**

Corporation of the County of Renfrew  
470 Albert Street  
Renfrew, ON K7V 4L5

Attn: Director of Long-Term Care

Email: MBlackmore@countyofrenfrew.on.ca

- 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:

\_\_\_\_\_  
Anna Greenberg,  
Chief Regional Officer, Toronto and East

\_\_\_\_\_  
Date

And by:

\_\_\_\_\_  
Eric Partington,  
Vice President, Performance, Accountability,  
and Funding Allocation, Ontario Health (East)

\_\_\_\_\_  
Date

**CORPORATION OF THE COUNTY OF RENFREW**

By:

\_\_\_\_\_  
Craig Kelley,  
Chief Administrative Officer/  
Clerk of the County of Renfrew

\_\_\_\_\_  
Date

I have authority to bind the HSP

And by:

\_\_\_\_\_  
Peter Emon,  
Warden

\_\_\_\_\_  
Date

I have authority to bind the HSP

# Multi-Sector Service Accountability Agreements

Ontario Health - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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
<b>REVENUE</b>			
Global Base Allocation	1	F 11006	\$496,973
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	\$153,000
<b>Subtotal Revenue Ontario Health/MOHLTC</b>	<b>8</b>	<b>Sum of Rows 1 to 7</b>	<b>\$649,973</b>
Recoveries from External/Internal Sources	9	F 12*, [excl. F 1217*, 1219*, 122*]	\$0
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*]	\$0
<b>Subtotal Other Revenues</b>	<b>12</b>	<b>Sum of Rows 9 to 11</b>	<b>\$0</b>
<b>TOTAL REVENUE FUND TYPE 2</b>	<b>13</b>	<b>Sum of Rows 8 and 12</b>	<b>\$649,973</b>
<b>EXPENSES</b>			
<b>Compensation</b>			
Salaries (Worked hours + Benefit hours cost) (Row 90+101)	14	F 31010, 31030, 31090, 35010, 35030, 35090	\$306,091
Benefit Contributions (Row 91+102)	15	F 31040 to 31085, 35040 to 35085, 38040 to 38085, 39040 to 39085	\$71,437
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
<b>Service Costs</b>			
Med/Surgical Supplies & Drugs	24	F 460*, 465*, 560*, 565* [excl. F 46080]	\$0
Supplies & Sundry Expenses	25	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$198,728
Community One Time Expense	26	F 69596	\$0
Personal Protective Equipment Expense	27	F 46080	\$0
Equipment Expenses	28	F 7*, [excl. F 750*, 780*]	\$0
Contracted Out Expense	29	F 8*	\$13,728
Buildings & Grounds Expenses	30	F 9*, [excl. F 950*]	\$59,989
<b>TOTAL EXPENSES FUND TYPE 2</b>	<b>31</b>	<b>Sum of Rows 14 to 30</b>	<b>\$649,973</b>
<b>FUND TYPE 2 - NET SURPLUS/(DEFICIT) FROM OPERATIONS</b>	<b>32</b>	<b>Row 13 minus Row 31</b>	<b>\$0</b>
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
<b>NET SURPLUS/(DEFICIT) Incl. Amortization</b>	<b>36</b>	<b>Sum of Rows 33 to 35</b>	<b>\$0</b>
<b>FUND TYPE 3 - OTHER</b>			
Total Revenue (Type 3)	37	F 1*	\$0
Total Expenses (Type 3)	38	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0
<b>NET SURPLUS/(DEFICIT) FUND TYPE 3</b>	<b>39</b>	<b>Row 37 minus Row 38</b>	<b>\$0</b>
<b>FUND TYPE 1 - HOSPITAL</b>			
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
<b>NET SURPLUS/(DEFICIT) FUND TYPE 1</b>	<b>42</b>	<b>Row 40 minus Row 41</b>	<b>\$0</b>

**ALL FUND TYPES**

Total Revenue (All Funds)	43	Row 15 + Row 39 + Row 42	\$649,973
Total Expenses (All Funds)	44	Row 16 + Row 40 + Row 43	\$649,973
<b>NET SURPLUS/(DEFICIT)</b>	<b>ALL FUND TYPES</b>	<b>45</b>	<b>Row 43 minus Row 44</b>
			<b>\$0</b>

# Multi-Sector Service Accountability Agreements

Ontario Health - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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 - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

### 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 - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

### 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 - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 2023-2024 Schedule D2A: Clinical Activity - Detail

OHRS Description & Functional Centre		2023-2024 Target	2023-2024 Performance Standard
<i>*These values are provided for information purposes only. They are not Accountability Indicators.</i>			
Administration and Support Services 72 1			
Full-time equivalents (FTE)	72 1	0.55	n/a
Total Cost for Functional Centre	72 1	\$100,538	n/a
CSS IH - Day Services 72 5 82 20			
Full-time equivalents (FTE)	72 5 82 20	4.71	n/a
Individuals Served by Functional Centre	72 5 82 20	312	250 - 374
Attendance Days	72 5 82 20	4,980	4,482 - 5,478
Total Cost for Functional Centre	72 5 82 20	\$549,435	n/a
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		5.26	n/a
Total Visits for all F/C		0	0 - 0
Total Not Uniquely Identified Service Recipient Interactions for all F/C		0	0 - 0
Total Hours of Care for all F/C		0	0 - 0
Total Inpatient/Resident Days for all F/C		0	0 - 0
Total Individuals Served by Functional Centre for all F/C		312	250 - 374
Total Attendance Days for all F/C		4,980	4,482 - 5,478
Total Group Sessions for all F/C		0	0 - 0
Total Meals Delivered for all F/C		0	0 - 0
Total Group Participants for all F/C		0	0 - 0
Total Service Provider Interactions for all F/C		0	0 - 0
Total Mental Health Sessions for all F/C		0	0 - 0
Total Cost for All F/C		\$649,973	n/a
Total Service Provider Group Interactions for all F/C		0	0 - 0

# Multi-Sector Service Accountability Agreements

Ontario Health - East Region  
Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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 - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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).

# Multi-Sector Service Accountability Agreements

Ontario Health - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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]

# Multi-Sector Service Accountability Agreements

Ontario Health - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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 - East Region

Health Service Provider: County Of Renfrew - Bonnechere Manor

## 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 Ontario Health  
Attn: Board Chair.

**From:** The [insert as appropriate: "Municipal Council"; "Committee of Management"; or "Board of Management".] (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 Ontario Health 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; and,
- (ii) The *Connecting Care Act, 2019*.

\_\_\_\_\_  
[insert name of Mayor], Mayor



**Multi-Sector Service Accountability Agreements**

Ontario Health - East Region  
Health Service Provider: County Of Renfrew - Bonnechere Manor

**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.]