Public Inquiry into the Safety and Security of Residents in the Long-Term Care Homes System

The Honourable Eileen E. Gillese
Commissioner

Ontario

Commission d'enquête publique sur la sécurité des résidents des foyers de soins de longue durée

L'honorable Eileen E. Gillese
Commissaire

In the matter of the Public Inquiry into the Safety and Security of Residents in the Long-Term Care Homes System, pursuant to the Order in Council 1549/2017 and the *Public Inquiries Act, 2009*

Affidavit of Donna Ladouceur

I, Donna Ladouceur, of the City of London, MAKE OATH AND SAY:

1. I am a witness to the Public Inquiry into the Safety and Security of Residents in the Long-Term Care Homes System (the "**Inquiry**"). I have firsthand knowledge of the matters to which I hereinafter depose. When I do not have firsthand knowledge, I have identified the source of my information and belief and believe it to be true.

2. I am a registered nurse (RN). I graduated from the Victoria School of Nursing in 1972 and I then graduated from the University of Western Ontario with a Bachelor of Science in Nursing in 1974. I spent the first half of my career in acute care hospitals, starting on the frontline and later moving into management.

3. In the early 1990s, I decided I wanted to learn more about community care. For that reason, I left my management role in acute care in 1990 to become a Case Manager for

the London/Middlesex Home Care Program. In 2002, I became the Director of Client Services with the London/Middlesex Community Care Access Centre ("**CCAC**"). In 2007, when seven CCACs were consolidated into a single CCAC, I became the Senior Director of Patient Care/Client Services at the South West ("**SW**") CCAC. I held that role until May 24, 2017, when the SW CCAC was dissolved and its responsibilities were transferred to the SW Local Health Integration Network ("**LHIN**"). At that time, I became the Vice-President of Home and Community Care with the SW LHIN, and in October 2017, I became the Co-CEO of the SW LHIN. Effective June 1, 2018 I returned to my role as Vice-President of Home and Community Care.

4. In my current role as Vice-President of Home and Community Care, I am accountable for all care coordination staff. This includes Placement Coordinators, who determine eligibility for long-term care; Care Coordinators, who perform the assessments and reassessments of home care clients; and the care support coordination staff, which includes Patient Care Assistants. I am also responsible for all direct nursing staff employed by the LHIN, such as nurse practitioners and mental health nurses.

5. Since the events that form the subject-matter of this Inquiry occurred before the CCAC transferred to the LHIN, I will refer to the practices as they existed under the CCAC in this affidavit as though they are happening today. Unless otherwise stated, the practices I ascribe to the CCAC remain the same today, but are now carried out by the LHIN.

6. Throughout this affidavit, I refer to relevant provisions from the Services Agreement between Saint Elizabeth Health Care ("**Saint Elizabeth**") and the SW CCAC that applied in August 2016, since that was the contract under which Saint Elizabeth provided nursing

services to Beverly Bertram, the SW CCAC client who was a victim of Elizabeth Wettlaufer ("**EW**").

7. The relevant provisions in the General Conditions, the Nursing Services Schedule, and the Personal Support & Homemaking Schedule of Saint Elizabeth's General Consolidated Services Agreement are from the October 1, 2014 contract. Those sections of the contract are attached as **Exhibit "A"** to this affidavit (Excerpts from LTCI00069216). The Special Conditions Schedule referenced, as well as minor revisions to the Nursing Services Schedule and the Personal Support & Homemaking Schedule, are from the March 31, 2016 amendments, which are attached as **Exhibit "B"** to this affidavit (Excerpt from LTCI00069220).

OVERVIEW OF ONTARIO'S PUBLICLY-FUNDED HOME CARE SECTOR

8. In or about 1997, Ontario established 43 CCACs to deliver publicly-funded home care services. In or about 2007, the 43 CCACs amalgamated into 14 CCACs, each responsible for a particular geographic region. Each CCAC had a corresponding LHIN, which provided the CCAC with funding from the Ministry of Health and Long-Term Care ("**MHLTC**") for the provision of home care services.

9. LHINs are Crown agencies that were established in 2006 to plan, integrate, and fund health services at a regional level. LHINs are based on the principle that community-based planning of health services is best able to understand and meet the needs of the

local community. The CCACs were dissolved in 2017, and the LHINs now carry out the responsibilities that were formerly carried out by the CCACs.

10. The CCAC is responsible for:

- Assessing patients' needs, determining their eligibility for publicly-funded home care services, developing patients' plans of service, and providing or arranging for the provision of these services;
- Providing information about and referrals to other community agencies and services; and
- Determining patients' eligibility for long-term care homes, managing the wait lists, and authorizing admissions to those homes.

11. The Minister approved each CCAC to provide or arrange for certain types of community services under the *Home Care and Community Services Act, 1994* ("***HCCSA***") and its regulations. A non-exhaustive list of the types of services the CCACs may provide (or arrange for others to provide) includes:

- **Professional services,** which includes nursing services; occupational therapy services; physiotherapy services; speech-language pathology services; dietetics services; medical supplies, dressings, and treatment equipment necessary to the provision of these services; social work and social service work services; pharmacy services; and respiratory services (s. 2(7) of the *HCCSA* and s. 3.1 of O. Reg. 386/99); and

- **Personal support services,** which includes personal hygiene activities and routine personal activities of living (s. 2(6) of the *HCCSA*).

12. The term "home care services" encompasses the community services, in particular the nursing, therapies, and other professional services and the personal support services that the CCACs provide or arrange. Other community agencies are approved under the *HCCSA* and receive public funding to provide community services. These include community support services like transportation and meal services, and homemaking services such as housekeeping and laundry. Some community agencies also provide personal support services.

13. Since the LHIN took over the CCAC's responsibilities in 2017, the LHIN now provides or arranges for community services that consist primarily of professional and personal support services. These are the same services that were formerly provided or arranged by the CCAC. The services LHINs provide or arrange for are collectively referred to as "home and community care services." The CCAC (now the LHIN) does not charge patients for any of the services it provides or arranges.

14. Most of the SW CCAC's patient referrals come from hospitals – an estimated 35-40%. The majority of home care services provided or arranged by the CCAC are personal support services provided by personal support workers ("**PSWs**").

15. The majority of nursing services provided or arranged by the CCAC last for three months or less. Nursing services encompass a wide array of general nursing treatments that may be provided on a per visit basis or, for more complex care needs, it may be provided in 4 to 8 hour shifts. A nursing visit is of short duration and averages about an hour, during

which time the nurse completes specific clinical tasks. For example, a patient who is coming out of hospital following a surgical procedure may require time-limited nursing visits to change the dressing on a wound until the wound has healed. A shift may be a combination of tasks over a longer period of time; for example, completion of specific tasks together with monitoring of pain control and symptom management. A plan of care for nursing services is developed for each patient based on their assessed needs. Nurses may also be involved in teaching patients and their informal caregivers to perform clinical tasks and, once they are competent in those tasks, the home care nursing services are no longer required.

16. The SW CCAC provides or arranges for the vast majority of home care services where the patient lives. The CCAC also provides or arranges for services to children in schools, and in other community settings such as centralized clinic locations.

17. The CCAC either provides services directly to patients, or arranges for one or more service provider organizations ("**SPOs**") to provide the services on its behalf. The CCAC has contracts with the SPOs, called Services Agreements, under which the CCAC pays the SPOs to provide services on its behalf. When the SW CCAC dissolved, the SPO contracts were transferred to the SW LHIN. The SW LHIN currently has contracts with 14 SPOs to provide home and community services.

18. The CCAC contracts with SPOs for the provision of the majority of home care services. There are a few specialized types of nursing that are provided by the CCAC direct nursing staff, such as mental health and addiction nursing services in schools.

19. Each SPO has a contract to provide a particular type of service in a particular region of the CCAC's geographic area. In many cases, there is more than one SPO with a contract to provide a particular service in a region. Each SPO's contract specifies its market share for the region to which it applies. A map setting out the market share allotments of the SPOs in the SW CCAC is attached as **Exhibit "C"** to my affidavit (LTCI00071635).

20. Since many SPOs do not provide all types of services, it is not uncommon to have CCAC patients who deal with several different SPOs for their service needs.

21. Saint Elizabeth is one of the SPOs that has contracts with the SW CCAC to provide home care services. It has a General Consolidated Services Agreement, which includes Service Schedules for nursing, therapies and personal support and homemaking services. Although some SPOs only provide one type of service, such as Personal Support Services or Respiratory Therapy Services, Saint Elizabeth provides multiple services, most of which fall within the scope of the General Consolidated Services Agreement. In addition, Saint Elizabeth has a contract to provide services under the Intensive Hospital to Home program, as well as another agreement to provide physiotherapy services to individuals living in retirement homes. The nursing services Saint Elizabeth provided to Beverly Bertram fell under the General Consolidated Services Agreement.

THE LEGISLATIVE, REGULATORY, AND CONTRACTUAL FRAMEWORK GOVERNING HOME CARE

22. The *HCCSA* sets the framework for the provision of publicly-funded home care services. Under the *HCCSA,* the Minister may approve an agency to provide certain types of community services, and the *HCCSA* contemplates that the approved agency may either

provide the services itself, or arrange for the services to be provided on its behalf. With some limited exceptions, an approved agency is responsible for assessing a patient's needs, determining eligibility, and developing the eligible patient's plan of service. Whoever provides the services in the plan of service is the "service provider" under the *HCCSA*.

23. Prior to their dissolution, the CCACs were both approved agencies and service providers under the *HCCSA*. Since the LHINs took over the responsibilities of the CCACs, the LHINs are now both approved agencies and service providers. The CCACs' (now the LHINs') SPOs are service providers under the *HCCSA*. The CCACs were also governed by their own statute, the *Community Care Access Corporations Act*.

24. While the *HCCSA* imposes certain obligations on a service provider under Part VIII of that Act, the majority of the obligations for an SPO – including those related to supervision and staff qualifications – are contained in the detailed Services Agreement between the CCAC and the contracted SPO.

25. The MHLTC funds home care services for eligible Ontarians through the LHINs. The LHINs are governed by the *Local Health System Integration Act, 2006* ("***LHSIA***"). In order to receive funding, all LHINs have a Memorandum of Understanding ("**MOU**") and an Accountability Agreement with the MHLTC ("**MLAA**"). The MOU and the MLAA require the LHINs to provide various reports to the MHLTC, including:

- An Annual Business Plan and an Annual Report;
- Quarterly financial reports; and

- Quarterly reports on the LHIN's performance on Performance Indicators established by the MHLTC (which include waiting times, length of stay in the Emergency Department, and percentage of Alternate Level of Care ("**ALC**") days, among others).

In the versions of these documents that were in force in August 2016, the relevant provisions are found in s. 12 of the MOU and Schedules 5-6 of the MLAA. A copy of s. 12 of the MOU is attached as **Exhibit "D"** to this affidavit (Excerpt of LTCI00037362), and a copy of Schedules 5-6 of the MLAA is attached as **Exhibit "E"** to this affidavit (Excerpt of LTCI00037357).

26. Section 15 of the *LHSIA* also requires that a LHIN develop an Integrated Health Services Plan ("**IHSP**"), which is a collective plan that builds on accomplishments and initiatives from previous years, sets out a vision, priorities and strategic directions for the LHIN, and identifies the strategies that will be followed over the next three years to integrate the local health system with the aim of improving the health of Ontarians. The LHIN engages the people and entities involved in the local health system in the development of the IHSP.

27. The SW LHIN also shares information with the MHLTC and other LHINs through regular monthly meetings with senior executives of both the LHINs and the Ministry.

28. When the CCAC existed separately from the LHIN, the LHIN funded the CCAC to provide home care services through a contract known as the Multi-Sector Service Accountability Agreement ("**MSAA**"). The MSAA required the CCAC to report on a regular basis to the LHIN. My understanding is that the reporting requirements were fairly high-level and related to financial information and certain performance indicators, including patient experience, five-day wait time, and ALC. These requirements were found in arts. 7-8 and

Schedules C and E of the Service Accountability Agreements. Copies of the relevant sections of SW CCAC's MSAA with the SW LHIN, as it stood in August 2016, are attached as **Exhibit "F"** to my affidavit (Excerpts from LTCI00055241). There would be meetings at least monthly, if not more often, between the senior leadership teams of both the CCAC and the LHIN.

29. Although I do not personally deal with these contracts on a regular basis, the CCAC (now the LHIN) has a Contracts team that oversees these agreements and their specific requirements. Members of the Contracts and Quality Teams work with the SPOs to resolve issues related to the provision of home care services. When the CCAC existed, the LHIN and the MHLTC would generally not be brought into this process, although the CCAC would report very serious issues that arose to the LHIN. One example was EW's confessions: the CCAC reported this issue to the LHIN when it learned of it.

30. The *HCCSA*, the LHIN, the CCAC, and the contracts discussed above only deal with MHLTC-funded home care services. However, Ontarians may also contract privately with home care providers, and many of the SPOs also provide privately-paid home care to clients. In those cases, neither the *HCCSA* nor the obligations in Services Agreements apply to the services being delivered. Neither the CCAC nor the LHIN is responsible for privately-funded home care.

SNAPSHOT OF ONTARIO'S HOME CARE SECTOR

31. Demand for home care services has increased significantly over my years with the CCAC. In preparation for my testimony I requested from Health Shared Services Ontario

("**HSSO**") some data about home care. Attached as **Exhibit "G"** (LTCI00072876) to my affidavit is the information HSSO provided to me.

32. According to the information provided, in fiscal year 2016/17 (between April 1, 2016 and March 31, 2017), Ontario's 14 CCACs provided home care services to 561,380 patients. Of those patients, approximately 331,983 received nursing services. I would estimate that the SW CCAC (now the SW LHIN) has at least 18,000-20,000 patients on its roster at any given time.

33. In 2016/17, approximately 58% of the clients served by the province's CCACs were over the age of 65. In terms of the nature of the services provided, HSSO's data indicates that in 2016/17, there were approximately 7.28 million publicly-funded nursing visits (not including shift nursing visits, but including specialized nursing visits provided directly by the CCAC); approximately 1.65 million publicly-funded physiotherapy, occupational therapy, and speech language therapy visits; and approximately 29.7 million hours of publicly-funded personal support and home-making visits.

34. Finally, the information shows that the acuity of patients has significantly increased over the years. In 2007/08, approximately 34.7% of adult long-stay home care patients were classified as having high care needs. In 2015/016, 73.5% of adult long-stay home care patients had high care needs. This is consistent with my experience in the SW CCAC.

PATIENT CARE & OVERSIGHT OF SPOS AND SPO STAFF

A. The Provision of Patient Care under Services Agreements

35. When a patient is referred to the CCAC for home care services, the CCAC completes the initial assessment of the patient and develops the plan of care. When the CCAC arranges for an SPO to provide the service, the SPO is responsible for the day-to-day provision of services and the oversight of the SPO staff who provide these services.

36. Articles 2-3 of the Nursing Services Schedule to the SPO's Services Agreement set out the process for the CCAC's planning and requesting of SPO nursing services for a patient, as well as the SPO's delivery of those services. In brief, when a patient is referred to the CCAC for home care services, the referral is processed by either an Access Care Coordinator or by a hospital-based Care Coordinator, who determines a patient's eligibility for services. The initial intake assessment is done over the phone or in person depending on where the patient is situated, how the referral comes to the CCAC, and the complexity of the patient.

37. The Access Care Coordinator or hospital-based Care Coordinator conducts an initial assessment of the patient's needs and develops a plan of care. Ultimately every patient is assigned to a community-based Care Coordinator within the CCAC. The community-based Care Coordinator is the patient's primary point of contact with the CCAC, and will perform an initial in-person assessment of the patient to ensure the plan of care is appropriate to meet the patient's needs. The community-based Care Coordinator will also perform periodic reassessments.

38. When an intake assessment is completed, eligibility confirmed, and a plan of care developed, the Access Care Coordinator or hospital-based Care Coordinator who performed the intake assessment will send out a service offer to an SPO. Other than in rare and exceptional circumstances, the SPO is assigned automatically by the CCAC's automated system. This is designed to ensure that, as much as possible, each SPO receives its allocated market share, because the CCAC has to pay a higher rate if it does not provide an SPO with the estimated volume set out in its Services Agreement.

39. Once the SPO accepts the offer, the SPO is responsible for delivering the services set out in the plan of care to the patient. Article 3.3.3 of the Nursing Services Schedule to the Services Agreement requires the SPO to be available to respond to CCAC patients' requests related to their nursing services 24 hours a day, 7 days a week.

40. The SPO is responsible for assigning the staff members who will provide the services to the patient, and must assign staff in a manner that maximizes the continuity of care to each patient (under art 3.2.1 of the Nursing Services Schedule). The SPO nurses typically have more day-to-day in person contact with the patient than the assigned community-based Care Coordinator does, although the SPO nurses will send updates about changes to the patient's health status or condition to the Care Coordinator. The extent and frequency of the information shared with the Care Coordinator will depend on the client. For a client with complex care needs, the SPO nurses could be contacting the Care Coordinator every day or every few days. In addition to reporting changes in condition, SPO staff will request additional services and supplies as needed.

41. SPOs providing nursing services are responsible for creating, maintaining, and retaining a record of services delivered to each patient in accordance with applicable College of Nurses of Ontario standards and guidelines (under art. 5.1.9 of the General Conditions to the Services Agreement). The patient's chart is kept in the patient's home and updated by each nurse that provides services.

B. Qualifications and Training of SPO Nursing Staff

42. The Services Agreement requires all SPO nurses who serve CCAC clients to be competent and capable of carrying out the required nursing services. The Special Conditions to the Services Agreement with SW CCAC require SPO nurses to have the following qualifications (at pp. 4-7):

- Be duly qualified and registered to practice nursing in Ontario;
- Hold a certificate of registration as a Registered Nurse or Registered Practical Nurse from the College of Nurses of Ontario, and be a member in good standing of that College;
- Be in compliance with all applicable laws relevant to the practice of nursing in Ontario; and
- Be qualified in standard level First Aid and Cardio-Pulmonary Resuscitation.

43. In addition, the SPO is required to, among other things:

- Verify the qualifications of its nurses on a continual basis;

- Manage any restrictions on an SPO staff member's certificate of registration with the College of Nurses of Ontario;
- Implement appropriate screening measures; and
- Verify that each nurse has obtained a police record check and provided an annual offence declaration.

These requirements are listed in art. 7.4 of the Nursing Services Schedule.

44. The Services Agreement also requires SPOs to meet certain obligations with respect to orientation, education, and training of staff. These requirements are listed in art. 7.4 of the Nursing Services Schedule, and include the following:

- Orientation programs for new SPO staff that include education on both CCAC and SPO policies and procedures;
- Education to ensure SPO staff are familiar with, and follow, the Bill of Rights in s. 3 of the *HCCSA*;
- A comprehensive training and development program for SPO staff; and
- Anti-discrimination and anti-harassment education.

45. SPOs are not required to provide the CCAC with copies of their staff members' police record checks, certificates of registration, or training documentation, as they are responsible for staff personnel oversight. I am informed by my Contracts Team and I believe that in the fall of 2015, the SW CCAC conducted a review of SPO recruitment practices, staff qualifications, and staff retention. Reports were provided verbally by the

SPOs, and although no documentation was required, the review showed that most SPOs were compliant with the applicable requirements in art. 7.4 of the Nursing Services Schedule. For most requirements, the majority of the SPOs met the contractual expectations, including those related to verifying qualifications of staff and verifying police record checks. One area in which some SPOs stated they were not fully compliant related to the requirement that they verify the French language skills of SPO staff who provide services in French. Several SPOs indicated they did not have a formalized process in place to meet this requirement. No similar reviews have been completed since 2015.

46. When assigning staff to provide services to a patient, the SPO must assign staff members who possess the training and qualifications set out above. The assigned staff must also be competent and capable of delivering the services the patient needs. These requirements are set out in art. 3.3 of the General Conditions and art 3.3 of the Nursing Services Schedule.

47. SPOs are required to ensure their nursing staff have the clinical expertise and resources available to provide a broad range of general nursing clinical treatments. These treatments are set out in art. 3.3.1 of the Nursing Services Schedule, and include managing hyperglycemia and hypoglycemia, monitoring blood glucose levels, and administering a range of medications, including medications administered by injection or IV.

C. Medications in the Home Care Setting

48. In practice, the majority of CCAC patients manage and administer their own medications. In these cases, the patient is responsible for their own medications, although PSWs and nurses from the SPO may still remind the patient to take medication at the correct time.

49. An example of a situation in which SPO nurses might play a role in dealing with a patient's medication is the delivery of a "system response kit" for end-of-life patients. This kit contains drugs that not every patient will need, but the kit is kept in each end-of-life patient's home in case it is needed. When the kit is delivered, an SPO nurse will go into the home and show the patient how to secure and store it. The system response kit should be stored in a locked environment; however, as with any drugs stored in a client's home, the SPO has limited control over how the patient actually stores the drugs.

50. There are certain situations in which SPO nurses may be asked to go beyond educating or cueing the patient and actually administer medications to a patient. Depending on the patient's specific circumstances, examples may include subcutaneous injections or IV medications. When SPO nurses are responsible for administering medications, it is their job to ensure the patient receives the right medication at the right time. The SPO is responsible for the oversight of this. The CCAC does not perform spot checks or audits to monitor how SPO nurses are administering medications.

D. Supervision of the Services Provided by SPO Staff

51. The most significant difference between home care and other health care settings is that usually there is only one health care worker going into the home at a time in the home care setting.

52. Accountability for the care provided in a patient's home rests with the SPO. The CCAC's oversight of the SPO is through the requirements of the Services Agreement. A CCAC Care Coordinator is the CCAC's main line of sight to the patient. For long-stay patients,

the Care Coordinator will visit the patient's home when conducting reassessments. The frequency of those visits is determined by the complexity of the patient. A Care Coordinator will also be in contact with patients and their informal caregivers over the phone. The frequency of that communication also depends on the complexity of the patient and the patient's satisfaction with the services provided by the SPO. SPO staff have more frequent in-person contact with patients than Care Coordinators.

53. There are some general supervision requirements contained in the Services Agreements, although they do not dictate the precise nature or extent of the required oversight. For example, art. 7.4 of the Nursing Services Schedule requires the SPO to regularly evaluate the performance and competency of SPO staff, but does not specify how or when this must be done.

54. In addition, the Services Schedules contain requirements for Service Supervisors. The role of Service Supervisors varies slightly depending on the type of services involved.

55. Nursing Service Supervisors assist with the delivery of nursing services; provide clinical advice and clinical reference resources to SPO nursing staff; and monitor and supervise the delivery of nursing services. The SPO must recruit a sufficient number of Nursing Service Supervisors, and they must be regulated health professionals who have the necessary management qualifications and experience to monitor, assist, and supervise registered nurses and registered practical nurses.

56. There are no specific requirements in the Services Agreement about how Nursing Service Supervisors carry out their responsibilities, and they are not required to monitor and supervise the delivery of nursing services in person. Each SPO can develop its own

approach. My understanding is that Nursing Service Supervisors are typically responsible for informing the CCAC about how the SPO is responding to various nursing-related issues that arise (such as missed care). The relevant provisions from Saint Elizabeth's General Consolidated Services contract are found in arts 3.2.2 and 7.4(1)(c) of the Nursing Services Schedule.

57. The role of Service Supervisors who manage the PSWs in the SPOs under the Personal Support and Homemaking Schedule is slightly different. Although they have the same general responsibilities as Nursing Service Supervisors, they are also required to attend the location of service delivery and assess the services provided to the patient, the patient's progress towards the care delivery plan goals, and the patient's physical environment. The Service Supervisor under the Personal Support and Homemaking Services Schedule is also required to complete the initial report and change of status reports for CCAC personal support services patients (whereas the equivalent reports in the nursing context are submitted by the SPO's nurses). The relevant provisions from the Personal Support Services Schedule are found in arts. 3.2.2, 3.3.2, 3.5, 5.3(4) and 5.4(5).

MECHANISMS FOR DETECTING AND PREVENTING ABUSE & MEDICATION ERRORS BY SPO STAFF

58. Section 26 of the *HCCSA* requires the CCAC to have a program for detecting and preventing abuse of patients. While the SW CCAC does not have a single plan, it has multiple approaches for ensuring that staff are aware of and take steps to prevent or intervene in cases of suspected or actual abuse. One example is our elder abuse program, which is committed to supporting the prevention of – and intervention in –

suspected or actual cases of elder abuse and neglect. Identification and reporting of elder abuse is part of the orientation for all new Care Coordination staff. The CCAC's Events Management Framework also contains requirements for CCAC staff to report incidents of suspected or actual abuse of patients. A copy of the Events Management Framework is attached as **Exhibit "H"** to my affidavit (LTCI00071633). All Care Coordinators are trained to enter suspected or actual abuse into the risk event tracking system which will lead to the escalation process for this event.

59. As service providers under the *HCCSA*, SPOs have to make sure that the patients' Bill of Rights (in s. 3 of the *HCCSA*) is fully respected and promoted, which includes a patient's right to be free from mental, physical and financial abuse. SPOs have to report risk events to the CCAC, including the actual or potential abuse of a patient. In addition, as part of the risk management program that an SPO must implement under Article 7.2 of the Nursing Services Schedule to the Services Agreement, an SPO must train and prepare staff, and establish procedures to follow when there is an incident involving abuse, an accident, or an injury to a patient.

60. The CCAC relies on those who are in the home (the patient, family members, and SPO staff members) to report abuse and neglect by SPO workers, as well as medication errors. A Care Coordinator may see signs of abuse or neglect when he/she visits a patient, but because these visits may be infrequent for certain types of patients, and are certainly less frequent than SPO staff in-person visits (with the exception of the small population of complex patients) the CCAC's primary source of information is reports from others.

61. Although SPOs are required to report certain events to the CCAC – including abuse, neglect, and medication errors – the SPOs rely on their staff to properly report these issues to them in order to meet their reporting requirement to the CCAC. SPOs train their staff on what they are required to report. Since SPO staff members usually work independently with the patient, if an SPO staff member fails to report an issue, the SPO's failure to report the issue may go unnoticed unless the CCAC learns of the issue through communication from the patient, or from the patient's family member, friend, informal caregiver, physician, or other health care provider.

62. I have no reason to believe that there is a significant issue with SPOs failing to comply with their obligations to report to the CCAC. One exception the CCAC identified was the inconsistent reporting of missed care by PSWs. The LHIN has been working with the SPOs to correct this issue and we have seen some improvement in this area.

63. From time to time the CCAC has been told by a patient about an issue that has been ongoing for some time, but has never been reported. My sense is that when issues like this arise, it is typically the front-line SPO staff who are not reporting back to the SPO about these issues. However, on the whole, I believe that SPOs are complying with their reporting obligations.

SAINT ELIZABETH AS A SERVICE PROVIDER

64. I believe that Saint Elizabeth has been an SPO in the SW CCAC since at least 2002. I have worked closely with Saint Elizabeth on initiatives arising from the province's Home First approach to care, in particular the Intensive Hospital to Home program, and have

found them to be very responsive. During the course of developing this program we worked closely with Saint Elizabeth and found them to be collaborative.

65. Based on my experience, Saint Elizabeth's practices are quite good and are properly attuned to areas of risk. From what I have seen and information provided to me by my Contracts Team, both the nature and quantity of complaints the CCAC has received about Saint Elizabeth is comparable to those received for other SPOs.

RECENT CHALLENGES IN HOME CARE

66. In recent years, I have observed that the acuity and complexity of CCAC home care patients has significantly increased. For example, patients who are on ventilators used to have to remain in hospital, but we are now able to support ventilated patients at home. In my view, hospital nursing jobs are no longer more challenging than nursing jobs in home care, in terms of the care issues nurses are faced with.

67. In the SW CCAC (now the LHIN) attracting and retaining qualified staff in the home care setting is a challenge. Many qualified staff are leaving the community sector to work in hospitals. It is my understanding that hospitals have recently moved to a different staffing mix, meaning that more PSWs and RPNs are now working on the care team. As a result, in the SW CCAC (now the LHIN) more RPNs and PSWs have left home care to work in hospitals.

68. I think that working in a hospital is seen as more desirable than working in home care for several reasons:

- There is no need to drive from home to home;
- Hospital staff are paid for a shift of a certain number of hours, whereas home care staff are usually paid per visit and the work may not occur in one solid block;
- Hospitals pay considerably more (I am informed by my hospital colleagues that they pay approximately $3-6/hour more for PSWs and approximately $10/hour more for nurses), and provide better benefits and a pension; and
- There are other co-workers in the hospital who can provide support as needed.

69. One of our main challenges right now in the SW LHIN is the struggle to meet the demand for PSW services. Nursing capacity is not as significant a challenge in the SW LHIN right now. However, the nature of staffing challenges can vary between SPOs, and some SPOs do have a nursing shortage.

70. At the provincial level, there is currently work being done to get more health care workers into the home care environment. The SW LHIN has been advocating for changes to attract and retain qualified staff in the home care setting.

71. Having a well-staffed and supported home and community care sector is a critical underpinning to a well-functioning health care system. The ability to attract and retain staff in the home and community care sector is crucial. In my experience in the SW CCAC (now LHIN), if there is not sufficient staff, it creates blockages in the health care system. Hospitals are unable to discharge patients if there is not the capacity to provide them with the necessary services in their homes.

HOW THE SW CCAC LEARNED OF EW'S OFFENCES

72. To the best of my knowledge, the SW CCAC first became aware that EW had confessed to attempting to overdose Beverly Bertram with insulin on October 18, 2016 when I received an email from Saint Elizabeth's Regional Director, Eileen Cunningham. A copy of that email is attached as **Exhibit "I"** to my affidavit (LTCI00057056).

73. The email indicated that a nurse who was previously employed by Saint Elizabeth was under investigation by the police because she had confessed to trying to harm patients, including a CCAC home care patient. As a registered nurse, I was shocked and horrified to learn of EW's actions. Staff from the CCAC took immediate steps to obtain more information from Saint Elizabeth and to conduct an investigation regarding the care provided by EW to other SW CCAC patients. I was not directly involved in this investigation, but I understand that it did not uncover any issues with the care that EW provided to CCAC patients other than Beverly Bertram.

SWORN BEFORE ME at the City of St. Thomas, in the County of Elgin, on July 27, 2018)
)
)
)
)
)

R. Bambers
Commissioner for Taking Affidavits

Donna Ladouceur
Donna Ladouceur

This is Exhibit "A"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

General Conditions

for

Community Care Access Centre

Services Agreement

TABLE OF CONTENTS

GENERAL CONDITIONS

SECTION 1 DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

The following capitalized terms wherever used in the Agreement Documents have the following meanings:

"**Accessibility Act**" is defined in GC Section 3.13;

"***Accessibility for Ontarians with Disabilities Act***" means the Ontario *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, Chapter 11, as amended from time to time;

"**Accreditation Status**" is defined in GC Section 3.12(1);

"**Actual Volume of Services**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**Affiliate**" means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to "control" another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning;

"**Agreement**" is defined in Section 1.1 of the Form of Agreement;

"**Agreement Documents**" is defined in Section 1.1 of the Form of Agreement;

"**Agreement Records**" is defined in GC Section 5.2(1);

"**Agreement Term**" is defined in GC Section 2.4;

"**Annual Report**" is defined in SS Section 1.1;

"**Applicable Law**" means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgement, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation. For the purpose of clarity, "Applicable Law" includes (i) any policy or direction of the Ministry of Health and Long-Term Care of the Province of Ontario (or its successor), including, for greater clarity, any procurement policy or directive and (ii) any order of the Ontario Information and Privacy Commissioner and any guidelines or directive issued by any governmental authority having jurisdiction that applies to personal health information;

"**Audit Deficiency Notice**" is defined in GC Section 5.4(3);

"**Authorized Person**" means a person that has a need for access to Patient Information in order to enable the Service Provider to deliver the Services and that is subject to obligations of confidentially and data protection no less stringent than those of this Agreement or who is a health information custodian (as defined in the *Personal Health Information Protection Act*) to whom Patient Information is provided for the purpose of providing health care in accordance with Applicable Law;

"Bedding-In Period" is defined in the Performance Standards Schedule;

"**Business Day**" means any day, except a Saturday, Sunday or any day that is a Legal Holiday;

"**Caregiver**" is defined in SS Section 1.1;

"**CCAC Accessibility Policies**" is defined in GC Section 3.13;

"**CCAC Background Technology**" means information, know-how or technology of any kind that has been acquired or developed by the CCAC prior to the Effective Date and which is used in the provision of the Services;

"**CCAC Default Termination Date**" is defined in GC Section 12.2.1(5);

"**CCAC Indemnified Parties**" is defined in GC Section 9.1(1);

"**CCAC Notice of Termination for Convenience**" is defined in GC Section 12.1.1(1)(a);

"**CCAC Works**" is defined in GC Section 6.1(4);

"**Certificate of Compliance**" is defined in GC Section 3.15(4);

"**Change**" is defined in GC Section 10.2.1(1);

"**Change Order**" is defined in GC Section 10.2.1(2);

"**Change Proposal**" is defined in GC Section 10.2.2(1);

"**College Standards and Guidelines**" means the standards, guidelines, procedures, policies, manuals and any other documentation produced and endorsed by a regulated health professional's college, as amended from time to time, applicable to the type of Services being provided by the Service Provider and includes, for clarity, the standards guidelines, policies, manuals, and any other documentation produced and endorsed by the College of Nurses of Ontario, the College of Occupational Therapists of Ontario, the College of Physiotherapists of Ontario, the College of Dietitians of Ontario, the College of Audiologists and Speech-Language Pathologists of Ontario, the Ontario College of Social Workers and Social Service Workers, the Ontario College of Pharmacists and the College of Respiratory Therapists of Ontario;

"***Community Care Access Corporations Act***" means the Ontario *Community Care Access Corporations Act*, S.O. 2001, Chapter 33, as amended from time to time;

"**Confidential Information**" means any and all data, information, material, or any item in any form, including Intellectual Property Rights, relating to,

(a) the business or management of either Party, its affiliates or its licensors;

(b) the Patients, including Patient Information; and

(c) software,

except any information or data (other than Patient Information) that,

(d) is or becomes publicly available through no fault of the other Party;

(e) is already in the rightful possession of the other Party prior to its receipt from the disclosing Party;

(f) is independently developed by the other Party; or

(g) is rightfully obtained by the other Party from a Third Party without breach of any confidentiality restrictions;

"**Contract Management Meeting**" is defined in GC Section 11.1(2)(b);

"**Contract Performance Framework**" means the contract performance framework for Service Provider performance posted on the website of the Ontario Association of Community Care Access Centres, as amended or replaced from time to time;

"Consolidated Services" means those Services set out in the Consolidated Services Schedule;

"Consolidated Services Patient" is defined in GC Section 3.1.1(3);

"**Dispute**" is defined in GC Section 13.1;

"**Effective Date**" is defined in GC Section 2.1;

"**Electronic Transmission**" is defined in GC Section 14.1(1)(c);

"**Elect-to-Work Employee**" means an employee who is employed to provide professional services, personal support services or homemaking services as defined in the *Home Care and Community Services Act, 1994* for a Service Provider, if the employee's arrangement with the Service Provider allows the employee to elect to work or not to work when requested to do so by the Service Provider;

"**Elect-to-Work Public Holiday Obligations**" means the obligations of the Service Provider to provide Elect-to-Work Employees with public holiday pay pursuant to Part X of the *Employment Standards Act*;

"**Eligible PSS Employee**" is defined in GC Section 3.15(1);

"**Eligible PSS Hour**" is defined in GC Section 3.15(2)(a);

"***Employment Standards Act***" means the Ontario *Employment Standards Act, 2000*, S.O. 2000, c.41, as amended from time to time;

"**End Date**" means the date this Agreement is terminated in accordance with GC Section 12;

"**End Date Transition Period**" is defined in GC Section 2.6.2(1);

"**Equipment and Supplies**" is defined in SS Section 1.1;

"**Estimated Volume Award**" is defined in GC Section 3.1.4(1);

"**Fiscal Year**" means the CCAC's fiscal year which is a continuous period covering a full 365 days, 366 days in leap years, commencing on April 1 and ending on March 31;

"**Fixed Period Visit**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**for clarity**" and "**for the purpose of clarity**" mean for the purpose of providing examples or greater clarification, in the interest or aiding in the interpretation;

"**Force Majeure**" is defined in GC Section 14.8.1(1);

"***French Language Services Act***" means the Ontario *French Language Services Act*, R.S.O. 1990, Chapter F.32, as amended from time to time;

"Health Partner Gateway" means the software program owned and operated by the CCAC that allows for the exchange of Patient Information and other health-related information between the CCAC and the Service Provider;

"**Hourly Visit**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"includes" means includes but not limited to and "including" means including but not limited to;

"**Intellectual Property Rights**" means all patents, industrial designs, trade-marks, trade-names, copyright, trade secrets, know-how and confidential information and any other intellectual property rights, as recognized by any jurisdiction and whether registered or not;

"**Legal Holiday**" is defined in the Special Conditions;

"**LHIN**" means any Local Health Integration Network in Ontario;

"**Listed CCAC Equipment and Supplies**" is defined in SS Section 1.1 of the Services Schedule;

"***Local Health System Integration Act***" means the Ontario *Local Health System Integration Act, 2006*, S.O. 2006, Chapter 4, as amended from time to time;

"**Low Volume Payment**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**Low Volume Price**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"Margin of Error" is defined in the Performance Standards Schedule;

"Market Share Calculation Group" is defined in GC Section 3.1.4(4);

"**Missed Care**" is defined in SS Section 1.1;

"**MOHLTC**" means the Ministry of Health and Long-Term Care (Ontario);

"**Not Seen, Not Found Event**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**Notice**" is defined in GC Section 14.1(1);

"**Notice of Pending Termination – CCAC Default**" is defined in GC Section 12.2.1(3);

"**Notice of Pending Termination – Service Provider Default**" is defined in GC Section 12.1.3(3);

"**Notice of Termination – CCAC Default**" is defined in GC Section 12.2.1(2);

"**Notice of Termination – Service Provider Default**" is defined in GC Section 12.1.3(2);

"***Occupational Health and Safety Act***" means the Ontario *Occupational Health and Safety Act,* R.S.O. 1990, Chapter O.1, as amended from time to time;

"**Other CCAC Providers**" is defined in SS Section 1.1;

"**Parties**" means each of the CCAC and the Service Provider, including, if the Service Provider is a joint venture, all entities that, in accordance with the Form of Agreement, constitute the joint venture and "**Party**" means any one of them;

"**Patient**" is defined in SS Section 1.1;

"**Patient Information**" means, with respect to identifiable Patients for whom the Service Provider has either accepted a Referral or received a Referral containing a Patient's personal information, in accordance with SS Section 2.3.1 any information in any form, whether recorded or not, including personal health information as the term is defined in the *Personal Health Information Protection Act* with respect to those Patients, whether provided by the CCAC to the Service Provider in connection with this Agreement or collected, obtained, compiled or created by the Service Provider in connection with the delivery of Services;

"**Patient Record**" means a record containing or comprising Patient Information created or obtained, maintained or retained in connection with the delivery of Services to or in respect of a Patient pursuant to this Agreement;

"**Pending Agreement Change Order**" is defined in GC Section 10.2.2(8);

"**Performance Standards**" is defined in the Performance Standards Schedule and, if more than one Performance Standards Schedule is listed in the Special Conditions, is defined in the collection of Performance Standards Schedules as listed;

"***Personal Health Information Protection Act***" means the Ontario *Personal Health Information Protection Act*, 2004, S.O. 2004, Chapter 3, Schedule A, as amended from time to time;

"**PSS Wage Enhancement Directive**" is defined in GC Section 3.15(1);

"**Public Holiday**" means the public holidays prescribed under the *Employment Standards Act*;

"**Previous Agreement**" is defined in GC Section 2.6.4;

"**Price**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**Price Review Date**" is defined in GC Section 2.5(1);

"**Privacy and Security Event**" means a theft, loss or unauthorized access, collection, use, disclosure, alteration, copying, distribution, disposal or other compromise of Patient Information;

"**Privacy Regulator**" is defined in GC Section 5.1.3(1);

"**QIN**" is defined in GC Section 11.1(2)(a);

"**Quality Operating Standards**" is defined in the Performance Standards Schedule;

"**Referral**" is defined in SS Section 1.1;

"**Referred Volume**" is defined in GC Section 3.1.4(5)(b);

"**Refusal**" is defined in SS Section 1.1;

"**Request for Change Proposal**" is defined in GC Section 10.2.2(1);

"**Required Market Share**" is defined in GC Section 3.1.4(1)(c);

"**Risk Event Report**" is defined in SS Section 1.1;

"**Self-Employed Individuals**" is defined in GC Section 3.2(6);

"**Service Area**" is defined in GC Section 3.1.3(1);

"**Service Delivery Location**" is defined in SS Section 1.1;

"**Service Provider**" is defined in the Form of Agreement;

"**Service Provider Background Technology**" means information, know-how or technology of any kind that was acquired or developed by the Service Provider prior to the Effective Date and which is used in the provision of the Services;

"**Service Provider Default Termination Date**" is defined in GC Section 12.1.3(5);

"**Service Provider Notice of Termination for Convenience**" is defined in GC Section 12.2.2(1)(a);

"**Service Provider Personnel**" is defined in SS Section 1.1;

"**Service Provider Works**" is defined in GC Section 6.1(5);

"**Service Requests**" is defined in SS Section 1.1;

"**Services**" is defined in the Services Schedule and, if more than one Services Schedule is listed in the Special Conditions, is defined in the collection of Services Schedules as listed;

"**Shortfall**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**Standard Equipment and Supplies**" is defined in SS Section 1.1;

"**Starting Date**" is defined in GC Section 2.2(1);

"**Start-up Transition Period**" is defined in GC Section 2.6.1(1);

"**Subcontractor**" means a person or entity having a direct contract with the Service Provider to perform a part or parts of the Services, or to supply goods or services to, for, or on behalf of the Service Provider, which goods or services are specific to the Services or any other matters covered under such direct contract (and, for clarity, includes subconsultants);

"**Subsequent Agreement**" is defined in GC Section 2.6.2(5);

"**Third Party**" means any person or entity other than the Parties to this Agreement;

"**Third Party Background Technology**" means information, know-how or technology of any kind, that has been licensed to the Service Provider and which is used by the Service Provider in the provision of the Services;

"**Unit of Service**" is defined in Section 1.1 of the Pricing and Compensation Schedule;

"**Volume Adjustment Notice**" is defined in GC Section 3.1.7(1);

"**Wage Enhancement Funding**" is defined in GC Section 3.15(1);

"***Workplace Safety and Insurance Act***" means the Ontario *Workplace Safety and Insurance Act*, 1997, S.O. 1997, Chapter 16, Schedule A, as amended from time to time; and

"**Workplace Safety and Insurance Board**" means the Ontario Workplace Safety and Insurance Board and includes its successors and assigns.

1.2 Construction and Interpretation

1.2.1 Headings and Tables of Contents

The division of this Agreement into sections, the insertion of headings and the provision of any table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.2.2 Number and Gender

In this Agreement the singular shall include the plural and the plural shall include the singular except where the context otherwise requires and words importing gender include all genders.

1.2.3 Accounting Principles

All accounting terms not otherwise defined in this Agreement have the meanings assigned to them, and all calculations shall be made and all financial data to be submitted shall be prepared, in accordance with the generally accepted accounting principles in effect in Ontario, including those approved or recommended from time to time by the Canadian Institute of Chartered Accountants, or any successor institute, applied on a consistent basis.

1.2.4 Number of Days and Calculation of Time Periods

(1) Except as expressly stated to the contrary in this Agreement, in computing the number of days for the purposes of this Agreement all days shall be counted, including Saturdays, Sundays and Legal Holidays, provided, however, that if the final day of any period falls on a Saturday, Sunday, or Legal Holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or Legal Holiday.

(2) When calculating the period of time within which, or following which, any act is to be done or step taken, the date on which such period commences shall be excluded and the date on which such period terminates shall be included for the purpose of that calculation.

1.2.5 Currency and Payment

(1) Any reference to currency in this Agreement is to Canadian currency and any amount or rate advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

(2) Any payment contemplated by this Agreement shall be made by cheque, direct deposit to a bank account of the applicable Party or any other method that provides immediately available funds.

1.2.6 Calculation of Interest

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

1.2.7 References to Legislation and Applicable Law

(1) Any reference in this Agreement to any statute is a reference to the statute and any regulation in existence or made pursuant to that statute as that statute and regulations are amended, restated or re-enacted from time to time.

(2) Any reference in this Agreement to Applicable Law is a reference to Applicable Law as it is amended, restated or re-enacted from time to time.

1.2.8 Section References

(1) "GC", when used in a section reference, as in "GC Section 1.2", means the General Conditions.

(2) "SS", when used in a section reference as in "SS Section 1.2", means the Services Schedule to the General Conditions.

(3) "PSS", when used in a section reference, as in "PSS Section 1.2", means the Performance Standards Schedule to the General Conditions.

1.2.9 Persons

References to persons in this Agreement are to be broadly interpreted and include an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof or any agency, ministry or department of such government and the executors, administrators or other legal representatives of an individual in such capacity.

1.3 Agreement Documents - Entire Agreement

(1) The Agreement Documents shall constitute the entire agreement between the Parties with respect to the Services to be provided by the Service Provider to the CCAC and supersede all communications, understandings, representations, negotiations, and agreements, whether written or oral, made by either the Service Provider or the CCAC prior to the Effective Date. No Party has relied on any communication, understanding, representation, negotiation or agreement, whether written or oral, not expressly set out or referred to in this Agreement.

(2) Subject to Sections 1.1 and 1.2 of the Form of Agreement, the Agreement Documents are intended to be correlative, complementary and mutually explanatory. This Agreement shall be read as a whole. The following schedules are referred to in the Agreement Documents as follows:

(a) Schedule 1 – "Special Conditions";

(b) Schedule 2 – "Pricing and Compensation Schedule";

(c) Schedule 3 – "Services Schedule" and if more than one Services Schedule is listed in the Special Conditions, "Services Schedules" refers to all Services Schedules listed in the Special Conditions, including, for clarity, the Consolidated Services Schedule applicable to Consolidated Services Patients; and

(d) Schedule 4 – "Performance Standards Schedule" and if more than one Performance Standards Schedule is listed in the Special Conditions, "Performance Standards Schedule" means all Performance Standards Schedules listed in the Special Conditions.

SECTION 2 TERM OF THE AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date set out in the Form of Agreement as the date the Agreement was made and entered into (the "Effective Date").

2.2 Commencement of Services

(1) The Service Provider shall assume responsibility for providing Services commencing at the time and date set out in the Special Conditions (the "Starting Date"). The CCAC and Service Provider shall commence the Start-up Transition Period on the Starting Date.

(2) The CCAC shall maintain responsibility for the Services (through its existing service provider) prior to the Starting Date.

(3) The Starting Date shall be no later than 60 days after the Effective Date unless it is postponed pursuant to GC Section 3.7(3)(a).

2.3 Provincial Template Documents

The CCAC and the Service Provider acknowledge and agree that, from time to time, the terms and conditions of this Agreement may be amended in accordance with standard provincial template documents.

2.4 Agreement Term

The term of this Agreement shall be a term commencing on the Effective Date and ending on the End Date (the "Agreement Term").

2.5 Review of Prices and Performance Standards

(1) The Prices set out in the Price Forms shall be applicable from the Effective Date to the date set out in the Special Conditions (the "Price Review Date"). The Parties acknowledge and agree that any adjustments to Prices following the Price Review Date will be made on the basis of a provincial price review process.

(2) The Parties acknowledge and agree that the Performance Standards shall be reviewed by the Parties six month following the Effective Date and thereafter on an annual basis in accordance with a provincial performance standard review process.

2.6 Transition

2.6.1 Start-up Transition

(1) The Parties acknowledge and agree that notwithstanding that the CCAC shall commence transfer of Patients and referrals of volume pursuant to this Agreement on the Starting Date, if specified in the Special Conditions, there shall be a start-up transition period (the "Start-up Transition Period") during which transfers of Patients and Referrals to the Service Provider shall be phased in such that the Service Provider reaches its Required Market Share, in accordance with GC Section 3.1.4, by the end of the Start-up Transition Period.

(2) The CCAC shall not be obliged to pay Low Volume Prices in respect of the Start-up Transition Period.

(3) The Service Provider shall conduct its Start-up Transition Period activities in accordance with the Services Schedule.

(4) The Start-up Transition Period shall not exceed a period of 90 days.

(5) If the Service Provider is unable to reach its Required Market Share in accordance with GC Section 3.1.4 by the end of the Start-up Transition Period, notwithstanding that the CCAC has made the required Patient Referrals to allow the Service Provider to reach its Required Market Share, the CCAC may,

(a) issue a notice to the Service Provider identifying its failure to reach its Required Market Share by the end of the Start-up Transition Period; and

(b) require the Service Provider to reach its Required Market Share no later than 60 days after the last day of the Start-up Transition Period.

(6) If the Service Provider fails to reach its Required Market Share by 60 days after the last day of the Start-up Transition Period, the CCAC may, in addition to any other remedy it may have under this Agreement, in its sole discretion, reduce the Service Provider's Required Market Share to a market share of volume that the Service Provider has demonstrated it is capable of delivering.

(7) The CCAC may at any time during the Agreement Term, increase the Service Provider's Required Market Share, provided that the Service Provider may object to such increase if it can demonstrate, to the satisfaction of the CCAC, that such increase would negatively impact the Service Provider's financial viability or its ability to deliver the Services on a long-term basis.

(8) GC Section 2.6.1(5) and 2.6.1(6) do not,

(a) excuse the Service Provider from its obligation to perform the Services in accordance with the Performance Standards; or

(b) limit the CCAC's right to exercise any of its other rights under this Agreement.

(9) If the Parties amend this Agreement, the Parties may agree to a Start-Up Transition Period applicable following such amendment.

2.6.2 End Date Transition

(1) Prior to the End Date, the CCAC shall commence a period of time during which the CCAC will carry out a transition of Referrals of volume under this Agreement and transfer of Patients to a subsequent Service Provider (the "End Date Transition Period").

(2) The CCAC shall not be obliged to pay Low Volume Prices or to refer Patients based on the Service Provider's Required Market Share during the End Date Transition Period.

(3) The Service Provider shall conduct its End Date Transition Period activities in accordance with the Services Schedule.

(4) The End Date Transition Period shall not exceed a period of 90 days.

(5) If the Service Provider is awarded a new agreement to provide services to the CCAC on the expiration of this Agreement that are generally the same as the Services and for a similar volume as this Agreement (the "Subsequent Agreement"), the CCAC may, in its sole discretion, terminate this Agreement up to 90 days prior to the End Date provided that the Subsequent Agreement has been executed by all parties to the Subsequent Agreement and the date for the commencement of services

under the Subsequent Agreement precedes or is the same as the early termination date of this Agreement pursuant to this GC Section 2.6.2(5).

2.6.3 Transition Dates

The anticipated dates for the end of the Start-up Transition Period and the beginning of the End Date Transition Period are set out in the Special Conditions.

2.6.4 Transition-Special Circumstances

Notwithstanding GC Section 2.6.1(1) and (4), if, prior to the Starting Date, the Service Provider is providing services to the CCAC, under a previous agreement, that are generally the same as the Services and for a similar volume as this Agreement (the "Previous Agreement"), the following rules shall apply:

(a) The CCAC may determine that a Start-up Transition Period is not required; and

(b) Notwithstanding the existence of a Previous Agreement,

(i) the CCAC shall pay the Service Provider the new Prices set out in the Pricing and Compensation Schedule for all volume referred to the Service Provider as of the Starting Date; and

(ii) all terms and conditions of this Agreement shall apply to all volume referred to the Service Provider as of the Starting Date.

SECTION 3 SERVICE PROVIDER'S OBLIGATIONS

3.1 Services

3.1.1 Services to be Provided by the Service Provider

(1) The Service Provider shall carry out the Services set out in the Services Schedule or Services Schedules, as applicable.

(2) If, on the Effective Date, this Agreement includes the Consolidated Services Schedule, the Service Provider is deemed to have agreed to provide Consolidated Services during the Agreement Term. If, on the Effective Date, this Agreement does not include the Consolidated Services Schedule and the CCAC wishes to engage the Service Provider to deliver Consolidated Services during the Agreement Term, the CCAC may add the Consolidated Services Schedule to this Agreement, only with the agreement of the Service Provider.

(3) The CCAC may designate a Patient to receive Consolidated Services in accordance with the Consolidated Services Schedule (the "Consolidated Services Patient"). If the CCAC designates a Patient as a Consolidated Services Patient, all provisions related to the Consolidated Services shall thereafter apply to that Patient.

(4) The Service Provider shall obtain the necessary consents from each Patient required for the delivery of the Services applicable to that Patient in order to comply with the Applicable Law and, as required, the applicable College Standards and Guidelines.

(5) The Service Provider shall inform each Patient, verbally and in writing, that the Service Provider is delivering the Services to the Patient under a contract with the CCAC. If the Service Provider or Service Provider Personnel observes that a Patient has misunderstood that the Service Provider is delivering the Services under a contract with the CCAC, the Service Provider shall correct the Patient and

shall not, under any circumstances, misrepresent that the Services are being provided solely by the Service Provider.

(6) The Service Provider shall be responsible for providing the Services to an individual Patient as of the time that it accepts a Referral of that Patient from the CCAC, in accordance with the Services Schedule(s).

3.1.2 Performance Standards

(1) The Service Provider shall perform the Services in accordance with the Performance Standards set out in the Performance Standards Schedule or Performance Standards Schedules, as applicable.

(2) The CCAC may, in accordance with the Performance Standards Schedule, identify Performance Standards that are applicable to some or all of the Consolidated Services Patients. Performance Standards applicable to Consolidated Services Patients are set out in the Performance Standards Schedule.

3.1.3 Service Area

(1) The Service Provider shall perform the Services in the geographic area described in the Special Conditions (the "Service Area").

(2) The CCAC may, in its sole discretion, assign volume to the Service Provider at any location in the Service Area and may, in its sole discretion, designate particular parts of the Service Area to be served by specific service providers.

(3) Notwithstanding anything else to the contrary in this Agreement, the Service Provider shall not refuse CCAC Service Requests based on the location of the Patient in the Service Area.

3.1.4 Volume and Non-Exclusivity

(1) The CCAC has awarded an estimated volume of work to the Service Provider (the "Estimated Volume Award") for each partial or full Fiscal Year as set out in the Special Conditions, which may or may not include various Units of Service, such as Fixed Period Visits or hours, as more specifically set out in the Pricing and Compensation Schedule. The Service Provider acknowledges and agrees as follows:

(a) The volume of Services represented by the Estimated Volume Award is not guaranteed by the CCAC to the Service Provider;

(b) The CCAC may, in its sole discretion, increase or decrease the Actual Volume of Services it purchases from the Service Provider, when compared to the Estimated Volume Award, in accordance with the Pricing and Compensation Schedule;

(c) Notwithstanding GC Section 3.1.4(1)(a) and 3.1.4(1)(b), if the CCAC decreases volume in any partial or full Fiscal Year below the Service Provider's Estimated Volume Award for that partial or full Fiscal Year, the CCAC shall continue to refer volume to the Service Provider which, measured annually for each partial or full Fiscal Year, is equal to approximately the same required market share of volume that the Service Provider was allocated for the first full Fiscal Year on the Effective Date (the "Required Market Share"). The Service Provider's Required Market Share is set out in the Special Conditions. For the purpose of this GC Section 3.1.4(1)(c), "approximately" means plus or minus two percentage

points (that is, plus or minus two percentage points in relation to the Service Provider's Required Market Share); and

(d) For the purpose of clarity, GC Section 3.1.4(1)(c) applies only in circumstances where a Service Provider's Actual Volume of Services is less than its Estimated Volume Award.

(2) The Service Provider acknowledges that the CCAC may enter into similar agreements with several service providers at the same time, for the same type of services in the same Service Area. The Service Provider acknowledges and agrees that it does not have any exclusive right whatsoever to provide the Services in the Service Area.

(3) The CCAC and the Service Provider acknowledge and agree that the calculation of Required Market Share and the Total Estimated Volume Awards of all service providers in the Market Share Calculation Group shall exclude that portion of the CCAC's volume attributable to Consolidated Services Patients.

(4) The CCAC established the Service Provider's Required Market Share at the outset of the Agreement based on the Estimated Volume Awards for all service providers in the Market Share Calculation Group (for those service providers whose Required Market Share was calculated as part of a group of providers sharing a volume of the Services by market share (the "Market Share Calculation Group") in accordance with the following calculation:

$$\text{Required Market Share (individual Service Provider)} = \frac{\text{Estimated Volume Award of Service Provider (first Full Fiscal Year)}}{\text{Total Estimated Volume Awards of all service providers in the Market Share Calculation Group (first full Fiscal Year)}} \times 100\%$$

(5) The CCAC shall determine whether a Service Provider has been referred its Required Market Share in accordance with the following rules:

(a) If the CCAC has referred volume to the Service Provider equal to or greater than its Estimated Volume Award, the Service Provider is deemed to have received its Required Market Share;

(b) For the purpose of this section, "referred volume" equals Actual Volume of Service carried out by the Service Provider plus the Service Provider's Refusals and instances of Missed Care ("Referred Volume"). The CCAC shall calculate the Service Providers Refusals and instances of Missed Care in accordance with Section 1.3, 3.3(4), 3.3(5) and 3.3(6) of the Pricing and Compensation Schedule (that is, the same way Refusals and Missed Care are calculated for the purpose of determining whether they have caused a Shortfall);

(c) A Service Provider's actual referred market share for each partial or full Fiscal Year shall be calculated as follows:

$$\text{Actual Referred Market Share} = \frac{\text{Service Provider's Referred Volume}}{\text{Total Volume}} \times 100\%$$

WHERE: (i) Total Volume equals,

(A) the total of all service providers' Estimated Volume Awards (all service providers with a Required Market Share for the Services); or

(B) the total of all service providers Actual Volume of Services,

whichever is LESS; and

(ii) if the calculation is being carried out in respect of a partial Fiscal Year, all numbers shall be pro-rated to reflect the number of months in the partial Fiscal Year (excluding any Start-up Transition Period or End Date Transition Period).

(d) For clarity, the Service Provider is only entitled to its Required Market Share up to its Estimated Volume Award for the applicable partial or full Fiscal Year and the Service Provider is not entitled to its Required Market Share during the Start-up Transition Period or End Date Transition Period.

3.1.5 Temporary Withdrawal of Services

(1) A Service Provider may temporarily suspend the delivery of Services to an individual Patient if delivering the Services would, or would likely,

(a) cause harm or risk to Service Provider Personnel; or

(b) subject Service Provider Personnel to harassment or abuse,

that is atypical in the provision of the Services and which harm or risk is not inherent in the delivery of the Services, provided that prior to any suspension the Service Provider shall,

(c) take all reasonable steps to avoid the temporary suspension of Services prior to any suspension; and

(d) at the request of the CCAC, provide evidence to the CCAC of the Service Provider's compliance with Section 3.1.5(c).

(2) If the Service Provider temporarily suspends the provision of Services pursuant to GC Section 3.1.5(1), then,

(a) the Service Provider shall,

(i) if possible, notify the CCAC prior to withdrawing Services;

(ii) submit a Risk Event Report to the CCAC pursuant to SS Section 5.5; and

(iii) provide, to the CCAC, an assessment of the risks to the Patient that may result due to the withdrawal of Services pursuant to GC Section 3.1.5(1);

(b) on the request by the CCAC and at the CCAC's expense, the Service Provider shall provide an independent Third Party assessment of the withdrawal of Services pursuant to GC Section 3.1.5(1) carried out by an independent Third Party assessor agreed to by the CCAC and compensated in accordance with the Special Conditions;

(c) the independent Third Party assessment carried out in accordance with GC Section 3.1.5(2)(b) shall determine whether the withdrawal of Services was carried out in accordance with GC Section 3.1.5(1);

(d) the Service Provider shall develop, with the assistance of the CCAC, and implement a plan to resume the delivery of Services to the Patient as soon as possible; and

(e) the Service Provider shall cooperate with the CCAC in alternative service delivery planning for that Patient.

3.1.6 Permanent Withdrawal of Services

(1) The Service Provider may permanently withdraw Services from an individual Patient if,

(a) the delivery of Services to the Patient would cause the Service Provider to breach the Applicable Law relating to the health and safety of its Service Provider Personnel; and

(b) the CCAC authorizes the permanent withdrawal of the Services.

(2) If a Service Provider requests authorization from a CCAC to permanently withdraw Services pursuant to GC Section 3.1.6(1), then the Service Provider shall submit a report to the CCAC that,

(a) states the reason for permanently withdrawing the Services;

(b) documents the measures the Service Provider has taken in an attempt to address the problem necessitating the withdrawal; and

(c) sets the date for withdrawal of the Services.

(3) The CCAC may,

(a) approve the Service Provider's request for withdrawal of Services; or

(b) acting reasonably and in accordance with the Applicable Law and any applicable College Standards and Guidelines, refuse the Service Provider's request for withdrawal of Services and either,

(i) require the Service Provider to continue delivering Services to the Patient; or

(ii) at the Service Provider's option, allow the Service Provider to withdraw from the delivery of Services to the Patient and the withdrawal pursuant to this GC Section 3.1.6(3)(b)(ii) shall be deemed as a Refusal to accept

a Referral for the purposes of the Performance Standards for SS Section 2.3.1(2).

If the Service Provider permanently withdraws Services pursuant to this GC Section 3.1.6, the Service Provider shall cooperate with the CCAC in alternative service delivery planning for that Patient.

(4) Subject to GC Section 3.1.5, the Service Provider shall continue to provide Services until the CCAC makes its determination with respect to the permanent withdrawal of Services.

(5) The CCAC may, in its sole discretion, withdraw Services from an individual Patient for any reason the CCAC deems necessary, including withdrawal because of Patient complaints about the Service Provider.

(6) If the Patient appeals any decision of the CCAC to withdraw Services from the Patient, the Service Provider shall cooperate with, and provide assistance to, the CCAC in connection with the Patient's appeal.

3.1.7 Notice of Change in Estimated Volume Award

(1) The CCAC shall provide the Service Provider with at least 84 days' prior Notice of any change in the Service Provider's Estimated Volume Award of greater than 10% of the Estimated Volume Award as of the Effective Date (the "Volume Adjustment Notice"), provided that such change arises from adjustments to the volume of Services resulting from the implementation of Consolidated Services by the CCAC. The CCAC shall have no obligation to provide Notice to a Service Provider of changes unrelated to Consolidated Services.

(2) The Volume Adjustment Notice delivered pursuant to GC Section 3.1.7(1) shall set out, to the extent such information is available to the CCAC, the estimated adjustment to the Service Provider's Estimated Volume Award and the approximate timing of the implementation of such adjustment. The Service Provider acknowledges and agrees that any information contained in a Volume Adjustment Notice is subject to change and does not represent any guarantee of volume of Services to the Service Provider.

3.2 Subcontractors

(1) The Service Provider is the prime contractor under this Agreement and, as such, assumes full responsibility for the delivery and performance of the Services in accordance with the terms of this Agreement, including any Services provided by any Subcontractors engaged by the Service Provider.

(2) For clarity, in the case of Consolidated Services provided by the Service Provider, the Service Provider may, with the prior written approval of the CCAC,

(a) provide the Services itself; or

(b) arrange to provide the Services by engaging a Subcontractor.

(3) The Service Provider shall obtain the prior written approval of the CCAC before replacing or retaining any Subcontractor to perform any Services, such approval not to be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained in this Agreement, any CCAC approval of a Subcontractor shall not relieve the Service Provider of any of its obligations under this Agreement.

(4) If,

(a) in the CCAC's sole discretion, the CCAC determines that any Subcontractor of the Service Provider has committed serious misconduct or has been charged with having committed a criminal action; or

(b) the CCAC has reasonable cause to be dissatisfied with the performance of any Subcontractor of the Service Provider,

then the Service Provider shall, at the CCAC's written request, which request shall identify the basis for the CCAC's determination or dissatisfaction pursuant to GC Section 3.2(4)(a) or 3.2(4)(b), remove the Subcontractor immediately and replace it with another Subcontractor of equivalent or better qualifications, to the satisfaction of the CCAC.

(5) If, pursuant to GC Section 3.2(4), the Service Provider is required to provide a replacement Subcontractor, it shall be at no additional cost to the CCAC.

(6) GC Section 3.2(3) does not apply to self-employed individuals who have no employees themselves and that are retained by the Service Provider to carry out the Services ("Self-Employed Individuals"). For clarity, all other provisions in these Agreement Documents related to Subcontractors apply to Self-Employed Individuals.

3.3 Staffing – Service Provider Personnel

(1) The Service Provider shall provide Service Provider Personnel that possess the training and qualifications set out in the Special Conditions and are competent and capable of carrying out the Services in accordance with this Agreement. The Service Provider shall ensure that the individuals specifically named in the Special Conditions carry out the management and supervision of the Services unless those individuals are no longer employed or associated with the Service Provider. If an individual named in the Special Conditions is no longer employed or associated with the Service Provider, the Service Provider must replace the individual named in the Special Conditions with a person of equal or better qualifications, to the satisfaction of the CCAC.

(2) If,

(a) the CCAC, in its sole discretion, determines that any Service Provider Personnel has committed serious misconduct or has been charged with having committed a criminal action; or

(b) the CCAC has reasonable cause to be dissatisfied with the performance of any Service Provider Personnel,

then the Service Provider shall, at the CCAC's written request, remove the identified Service Provider Personnel forthwith from the delivery of Services under this Agreement.

(3) If, as a result of the removal of Service Provider Personnel pursuant to GC Section 3.3(2), the Service Provider is required to provide a replacement Service Provider Personnel, it shall be at no additional cost to the CCAC.

(4) Except in circumstances where the CCAC is of the opinion that a Patient or Patients may be placed at serious risk, the CCAC shall not exercise its discretion pursuant to GC Section 3.3(2) unless,

(a) it has met with the Service Provider to discuss the conduct or performance of the applicable Service Provider Personnel member; and

(b) it has given the Service Provider an opportunity and a reasonable length of time considering the circumstances to investigate and correct the performance problem.

(5) In the interest of clarity, the CCAC acknowledges and agrees that it does not have the right to instruct a Service Provider to dismiss any Service Provider Personnel from the Service Provider's employment.

(6) The Service Provider shall keep detailed records with respect to the qualifications of Service Provider Personnel.

(7) Without limiting the generality of the Service Provider's obligations pursuant to GC Section 3.5, the Service Provider shall ensure that it complies, at all times, with its duties and obligations under the *Occupational Health and Safety Act*, including the Service Provider's duties as an employer to the Service Provider Personnel pursuant to the *Occupational Health and Safety Act*.

(8) If a Service Provider is deemed to be an "independent operator" by the Workplace Safety and Insurance Board for the purposes of the *Workplace Safety and Insurance Act*, notwithstanding that the Service Provider may not be required under the *Workplace Safety and Insurance Act* to register with the Workplace Safety and Insurance Board, the Service Provider shall register with the Workplace Safety and Insurance Board and shall obtain workplace insurance coverage from the Workplace Safety and Insurance Board.

3.4 Conflict of Interest and Hiring of CCAC Staff, etc.

3.4.1 Conflict of Interest

(1) The Service Provider shall ensure that Service Provider Personnel do not, while providing Services to a Patient, use their position for personal financial gain or for the financial gain of a spouse, relative, or persons whose economic well being is of interest to them.

(2) The Service Provider shall interact with each Patient solely for the purpose of fulfilling the Service Provider's obligations under this Agreement, and, in particular, the Service Provider shall not use or take advantage of its access to any Patient, or the Patient's family or any Caregiver, for the purpose of,

(a) selling or promoting any other services or goods offered by the Service Provider or any related person, excluding,

(i) giving a new Patient a brochure or publication that describes the Service Provider and its range of services, or an update of that brochure or publication; and

(ii) giving a Patient information materials about community services that the Patient can receive at no cost to the Patient, if the Service Provider, at the time, informs the CCAC's applicable care coordinator that such materials have been provided; or

(b) soliciting or accepting funds or gifts;

or for any other purpose not directly connected with or arising out of the Service Provider's performance of its obligations under this Agreement.

(3) Whether the CCAC exempts Service Providers engaging in charitable fund raising from the application of GC Section 3.4.1(2) or whether special rules will apply in such circumstances is set out in the Special Conditions.

(4) Neither the Service Provider nor any one of the Service Provider Personnel shall do anything that could reasonably result in an actual, potential, or perceived conflict between its interest and the interest of the CCAC under this Agreement.

(5) If the Service Provider becomes aware of any conflict of interest arising in connection with the provision of Services to any Patients, the Service Provider shall immediately disclose the conflict of interest to the CCAC.

(6) Without limiting the generality of GC Section 3.4.1(4), neither the Service Provider nor any one of the Service Provider Personnel shall engage in any outside work or business undertaking or provide any outside service that,

(a) will or will likely interfere with or adversely affect or influence the performance of the Service Provider's obligations under this Agreement; or

(b) gives or might reasonably be perceived to give the Service Provider any advantage derived from the provision of any Services under this Agreement.

(7) The CCAC may, in its sole discretion,

(a) make the determination of whether a Service Provider conflict of interest exists; and

(b) prescribe, for the Service Provider, the manner in which the Service Provider must resolve any actual, potential or perceived conflict between the CCAC's interest and the Service Provider's interest under this Agreement.

(8) For clarity, this GC Section 3.4.1 does not prohibit a Service Provider from providing private services to a Patient, provided that the Service Provider complies with this GC Section 3.4.1, such determination of compliance to be made by the CCAC in its sole discretion.

3.5 Compliance with Law

The Service Provider shall comply at all times with the Applicable Law.

3.6 News Releases

The Service Provider shall not issue any publicity or news release or otherwise respond to or contact any member of the media pertaining to this Agreement or the Services without the prior consent of the CCAC.

3.7 Transition of Patients

(1) The Service Provider shall, in accordance with the instructions of the CCAC, cooperate with the CCAC and Other CCAC Providers to,

(a) transition Patients to Other CCAC Providers; and

(b) provide relevant Patient information to the CCAC and Other CCAC Providers,

during the periods at the beginning and end of the Agreement Term and during any urgent situation, as determined and instructed by the CCAC.

(2) The Patient information provided pursuant to GC Section 3.7(1) shall include the Patient history, progress to date and current status.

(3) If the Service Provider fails to cooperate with the CCAC pursuant to GC Section 3.7(1) or otherwise fails to implement the transition instructions of the CCAC in a manner that is satisfactory to the CCAC, the CCAC may, in its sole discretion and in addition to any other rights or remedies it may have,

(a) postpone the Starting Date; or

(b) withhold payment of the Service Provider pursuant to GC Section 11.2.

3.8 Information Systems and Technology

(1) The Service Provider shall have the following:

(a) the capability to receive Service Requests electronically;

(b) an electronic mail system;

(c) facsimile equipment with a dedicated telephone line available for receiving facsimile transmissions, 7 days per week, 24 hours per day, each day of the year;

(d) an internal voice mail system, including the capability to receive after-hours voice mail messages; and

(e) computer hardware and software which is capable of reporting data in a format that is compatible with the CCAC's computer hardware and software.

(2) The Service Provider shall,

(a) comply with the data formatting requirements as specified in the CCAC policies and procedures relating to data formatting as amended from time to time, including the ability to accept Service Requests electronically;

(b) comply with the data integrity and confidentiality standards established by the CCAC; and

(c) have the capability to exchange data with the CCAC via the CCAC's web-based e-commerce application.

(3) The Service Provider shall implement and maintain security and data back-up procedures that will ensure data integrity, data recovery and continuation of service in a disaster situation.

(4) The Service Provider shall, on an ongoing basis update its existing information systems and technology, at its own cost and expense, to ensure that its information systems and technology are, at all times during the Agreement Term, similar to or better than the level and type of information systems and technology of a good service provider in a comparable market.

(5) The CCAC may, in its sole discretion and by providing 90 days' prior Notice to Service Providers, or such other notice period as agreed by the Parties, introduce new information systems and technology requirements applicable to Service Providers in respect of the Consolidated Services.

3.9 Emergency Situations

(1) The Service Provider shall cooperate with the CCAC and public health officials in the event of any emergency or urgent situation that, in the opinion of the CCAC, requires a coordinated response within the community health services sector.

(2) The Parties acknowledge that during an emergency situation set out in GC Section 3.9(1), the Parties may be required to comply with the instructions of the CCAC in order to address the emergency situation and that in so doing, the Parties may be required to take all necessary measures, including carrying out their obligations under this Agreement in a different manner for the duration of the emergency situation, in order to meet the requirements of GC Section 3.9(1).

3.10 Research Programs

The Service Provider shall obtain the prior consent of the CCAC prior to implementing any research or student programs that relate to the Service Provider's obligations under this Agreement, such consent not to be unreasonably withheld or delayed.

3.11 Joint Venture Service Providers

If the Service Provider is a joint venture in accordance with the Form of Agreement,

(a) each joint venture participant shall be jointly and severably liable for all obligations of the Service Provider under this Agreement;

(b) the joint venture participants hereby confirm that the individual joint venture participants appoint the party named in the Special Conditions as the "Participant in Charge" to represent them in all matters of interaction with the CCAC (including accepting any Notice on behalf of the joint venture) and to make all decisions on their behalf pursuant to this Agreement, including the receipt of payments from the CCAC; and

(c) the joint venture shall not change its members without the prior consent of the CCAC.

3.12 Service Provider Accreditation

(1) The Service Provider shall, at its own cost and expense, obtain and maintain the accreditation specified in the Special Conditions, by a recognized third party accreditation body set out in the Ontario Association of Community Care Access Centre's list of approved accreditation bodies ("Accreditation Status") in accordance with the terms and conditions, including the deadline for achieving the Accreditation Status, set out in the Special Conditions.

(2) The Service Provider acknowledges and agrees that it shall not be entitled to payment of any costs or expenses related to the achievement of its Accreditation Status and that all such costs and expenses have been taken into account in the Prices set out in the Price Form in accordance with Section 1.2(5) of the Pricing and Compensation Schedule.

(3) The Service Provider shall, upon request by the CCAC, provide evidence of its Accreditation Status no later than ten days following receipt of the request from the CCAC.

3.13 Compliance with Accessibility for Ontarians with Disabilities Act

(1) Without limiting the Service Provider's obligations under GC Section 3.5, the Service Provider shall comply with the *Accessibility for Ontarians with Disabilities Act* and the regulations thereto (collectively the "Accessibility Act") and shall cooperate with the CCAC in its compliance with the Accessibility Act. The Service Provider shall comply with CCAC's policies and procedures established in accordance with the Accessibility Act (the "CCAC Accessibility Policies") at no additional cost or expense to the CCAC. For clarity, the CCAC will train the Service Provider on the CCAC Accessibility Policies and the Service Provider shall then train its Service Provider Personnel on the CCAC Accessibility Policies, at no additional cost or expense to the CCAC.

3.14 Elect-To-Work Public Holiday Obligations

(1) The requirements with respect to Elect-to-Work Public Holiday Obligations are set out in the Special Conditions.

3.15 Wage Enhancement for Personal Support Services

(1) The CCAC shall provide funds to the Service Provider to provide a wage increase to each Service Provider Personnel for each hour of Personal Support and Homemaking Services delivered to Clients (each an "Eligible PSS Employee") in accordance with the MOHLTC Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement, made effective April 1, 2014 (the "PSS Wage Enhancement Directive") and subject to this GC Section 3.15 (the "Wage Enhancement Funding"). For clarity, Wage Enhancement Funding shall be provided to the Service Provider as separate funds and shall not be included in any of the Prices set out in the Pricing and Compensation Schedule.

(2) The Service Provider shall utilize the Wage Enhancement Funding solely and exclusively for the following purposes:

(a) to increase the hourly wage for Eligible PSS Employees by $1.50 per hour of Personal Support Services and Homemaking Services delivered to Clients (each an "Eligible PSS Hour"), effective September 1, 2014;

(b) to provide a retroactive payment to Eligible PSS Employees for each Eligible PSS Hour delivered from April 1, 2014 to August 31, 2014, to be paid to Eligible PSS Employees no later than September 30, 2014;

(c) to establish a new minimum base wage of $14.00 per hour for Eligible PSS Employees, retroactive from April 1, 2014 to August 31, 2014; and

(d) to fund up to an additional 16% towards employer statutory contributions in relation to Eligible PSS Hours.

(3) For clarity, in the event that an Eligible PSS Employee delivered Eligible PSS Hours as of April 1, 2014 but is no longer an Eligible PSS Employee as of September 1, 2014, the Service Provider shall ensure that retroactive payment in accordance with GC Section 3.15(2)(b) is provided to such individual. Furthermore, the Service Provider acknowledges and agrees that in accordance with the PSS Wage Enhancement Directive, the hourly wage increases set out in GC Section 3.15(2) will apply over and above any current wages and future wage increases or entitlements available to Eligible PSS Employees pursuant to collective agreements or employment contracts in effect on April 1, 2014, including those set out in pay equity plans.

(4) The Service Provider shall execute and deliver, in accordance with the PSS Wage Enhancement Directive, a certificate confirming the Service Provider's compliance with the PSS Wage Enhancement Directive and the requirements of this GC Section 3.15 (the "Certification of Compliance"), in the form set out in Appendix A to these General Conditions (without modification except as expressly provided in the form), to the CCAC no later than October 15, 2014. The Certification of Compliance shall be signed by the highest ranking officer of the Service Provider and approved by its Board of Directors in accordance with the instructions in Appendix A. The Service Provider acknowledges that the execution and delivery of the Certification of Compliance is for the benefit of the CCAC, the LHIN and MOHLTC and that the CCAC is required, pursuant to the PSS Wage Enhancement Directive, to deliver the executed Certification of Compliance to the LHIN no later than October 31, 2014.

(5) The Service Provider shall provide written notification to each Eligible PSS Employee on or before September 1, 2014, articulating the following:

(a) the individual's baseline hourly rate;

(b) the individual's new hourly rate (reflecting the increase of $1.50 per hour);

(c) that the increase will be applied for eligible hours worked on or after September 1, 2014; and

(d) that the retroactive payment for hours worked between April 1, 2014 and August 31, 2014 will be paid in September 2014.

(6) The Service Provider acknowledges and agrees that in addition to any other reporting requirements set out in the Services Agreement, the CCAC may require that the Service Provider provide reports, information and data related to the implementation of the Wage Enhancement Funding, including the Agreement Records set out in GC Section 3.15(7) and that pursuant to GC Section 7.2(5), the CCAC may disclose any information provided by the Service Provider in relation to the Wage Enhancement Funding or the PSS Wage Enhancement Directive to the LHIN, MOHLTC or the Government of Ontario.

(7) The Service Provider shall keep accurate and complete records of the implementation of the Wage Enhancement Funding, which records shall, at a minimum include the following and which shall be considered "Agreement Records" for the purposes of this Services Agreement:

(a) a record of all Eligible PSS Employees;

(b) a record of the number of Eligible PSS Hours delivered by each Eligible PSS Employee;

(c) a record of all payments made to Eligible PSS Employees, including ongoing payments made in accordance with GC Section 3.15(2)(a), retroactive payments made in accordance with GC Section 3.15(2)(b) and employer statutory contributions; and

(d) evidence that the Service Provider has provided written notice to all Eligible PSS Employees in accordance with GC Section 3.15(5).

The Service Provider shall make available to the CCAC, the LHIN and MOHLTC, upon request, all records relating to the Wage Enhancement Funding, including the Agreement Records set out in this GC Section 3.15(7).

(8) For clarity, pursuant to GC Section 3.2, the Service Provider shall ensure that any Subcontractor that employs Eligible PSS Employees complies with all of the requirements set out in this GC Section 3.15, including the obligation to deliver the Certification of Compliance.

SECTION 4 PAYMENT

4.1 Service Provider's Prices and Payment

(1) The CCAC shall pay the Service Provider in accordance with the Pricing and Compensation Schedule.

4.2 Right of Set-Off

(1) Without limiting GC Section 12.2.2, in calculating any monies owed to the Service Provider pursuant to this Agreement, the CCAC shall be entitled to set-off any amounts owed to the CCAC by the Service Provider pursuant to this Agreement.

SECTION 5 INFORMATION, AGREEMENT RECORDS, ACCOUNTING AND AUDITING

5.1 Patient Information Privacy, Protection and Management

5.1.1 Relationship between the CCAC and Service Provider

(1) The Service Provider acknowledges that in delivering the Services, it will be processing Patient Information on behalf of the CCAC and that it is an agent of the CCAC for the purposes of and within the meaning of the *Personal Health Information Protection Act*. The Service Provider acknowledges that it holds all Patient Information on behalf of the CCAC, that such Patient Information remains under the control of the CCAC and that the Service Provider shall not acquire any right, title or interest in or to any Patient Information.

(2) The Service Provider acknowledges that the CCAC is a health information custodian under the *Personal Health Information Protection Act* and that all Patient Information processed by the Service Provider on behalf of the CCAC is subject to the provisions of the *Personal Health Information Protection Act* relating to the protection of personal health information. The Service Provider shall ensure that in delivering the Services it will at all times conduct itself and carry out its activities in a manner that facilitates CCAC's compliance with, and does not cause the CCAC to be in contravention of, the *Personal Health Information Protection Act*.

(3) In the event that under the Applicable Law, the Service Provider is considered to be a health information custodian under the *Personal Health Information Protection Act*, the Parties agree that they will meet to resolve any issues in good faith and to agree on alternative arrangements, if necessary, with respect to the treatment of Patient Information and Patient Records.

(4) For the purposes of this Section 5, the terms "process", "processing" and "processes" and any grammatical variations thereof means any use of or operation or set of operations which is performed upon or in connection with data or information, by any means including without limitation, collection, recording, analysis, consultation, organization, maintenance, storage, adaptation, modeling, retrieval, disclosure or otherwise making available, combination, matching, erasure or destruction;

5.1.2 Patient Information – Privacy and Protection

(1) The Service Provider shall protect all Patient Information processed by it with physical, organizational and technological safeguards that are appropriate to the nature, quantity and sensitivity of such information, applying security standards and procedures equivalent to those used by it to protect its own confidential information and the personal information of the Service Provider Personnel and the personal health information of other individuals whose information it processes and in conformity with any specific security directives provided to it by the CCAC. Without restriction, the Service Provider shall identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of the Patient Information that could result in a Privacy and Security Event and shall assess the sufficiency of its safeguards to control these risks. The Service Provider shall implement such additional safeguards as are appropriate to control the risks identified in the assessment conducted in accordance with this GC Section 5.1.2. The Service Provider shall limit access to all Patient Information to the Service Provider Personnel who have a need for such access in order to deliver the Services and to Authorized Persons, and shall restrict entry (including physical and/or electronic entry) and access (using appropriate security controls) of any unauthorized persons to those areas of the Service Provider's premises or other locations in which any Patient Information is processed. Without limiting the generality of the foregoing, the Service Provider shall ensure the security, confidentiality and integrity of the Patient Information at the Service Delivery Location and any other locations where Service Provider Personnel process Patient Information.

(2) If the Service Provider is not able to comply with any proposed security directive provided to it by the CCAC, it shall notify the CCAC immediately in writing of the details of its inability to comply. The Service Provider shall use commercially reasonably efforts to alter the processing of Patient

Information to ensure compliance with the proposed security directive. If the CCAC determines, in its sole discretion, that the Service Provider has failed to take commercially reasonable efforts or if the Service Provider refuses to comply with the proposed security directive, the CCAC may terminate this Agreement in accordance with GC Section 12.1.3(1)(b)(iii)(B)(III).

(3) The Service Provider shall process Patient Information only for the purposes of delivering the Services and in accordance with instructions received from the CCAC. The Service Provider shall not disclose any Patient Information to Third Parties (other than Authorized Persons), except with the prior consent of the CCAC or as may be required by Applicable Law. In each circumstance in which the Service Provider is authorized pursuant to this Agreement to disclose Patient Information, it shall disclose only such Patient Information as strictly as is necessary in connection with such authorized disclosure.

(4) Except as otherwise provided in this GC Section 5.1, the Service Provider shall not print, save, copy or store any Patient Information, whether on removable, mobile or other media, in printed, electronic or optical form or otherwise, except temporarily using the appropriate security measures as prescribed in this GC Section 5.1.2 and only to the extent necessary in connection with providing the Services, and immediately and securely destroy or delete any such temporary copies or saved or stored versions upon conclusion of the activity giving rise to the necessity of saving, copying or storing such Patient Information.

(5) The Service Provider shall only move, remove, relocate or transmit Patient Information from the Service Provider's facilities with appropriate measures to ensure the security, confidentiality and integrity of the Patient Information, including appropriate secure encryption technology to protect electronic Patient Information while in transit (e.g. on laptops, removable media, or over the Internet).

(6) The Service Provider shall ensure at all times that Patient Information and all data, databases or other records containing Patient Information that are stored, handled or processed for the CCAC in connection with the Services are kept technologically isolated and physically separate from any information, data, databases or other records stored, handled or processed by the Service Provider for itself or for Third Parties.

(7) The Service Provider shall not process any Patient Information outside of Ontario without the prior written consent of the CCAC, which consent may be unreasonably withheld.

(8) The Service Provider shall be responsible for compliance by all Service Provider Personnel with the provisions of this GC Section 5.1.2.

(9) The Service Provider shall notify the CCAC immediately of any demand, order or other requirement of a court or governmental authority to disclose or provide access to any Patient Information and shall take all reasonable steps to respond to such demand, order or requirement, including assisting the CCAC in opposing disclosure or access through court proceedings.

5.1.3 Privacy Regulators

(1) The Service Provider shall provide, in a timely manner, all necessary and reasonable information and co-operation to the CCAC and to any regulatory or other governmental bodies or authorities with jurisdiction or oversight over applicable privacy laws (each, a "Privacy Regulator") in connection with any investigations, audits or inquiries made by any Privacy Regulator under Applicable Law. The Service Provider acknowledges that the CCAC may be required to disclose Confidential Information of the Service Provider (including, this Agreement and any agreement or other documentation relating to the Services), without the Service Provider's consent, to such Privacy Regulators in connection with any investigation, audit or inquiry that pertains to or involves the Services.

5.1.4 Designated Individual

(1) The Service Provider shall designate and identify to the CCAC an individual to handle all aspects of the Services that relate to the handling of Patient Information. The Service Provider shall designate an alternate individual to handle all matters relating to the handling of Patient Information when the primary designate is unavailable and shall identify the alternate to the CCAC.

5.1.5 Subcontracting

(1) The Service Provider shall not subcontract, assign or delegate to any Third Party its obligations with respect to the processing of Patient Information in connection with the Services without prior written approval of the CCAC and without obtaining written contractual commitments of such Third Party with respect to the processing of Patient Information substantially the same as those of this Agreement.

5.1.6 Consents and Notification

(1) The Service Provider shall be responsible for developing and implementing all public statements and notifications required to be provided to Patients or the public regarding its health information practices required by this Agreement and the *Personal Health Information Protection Act*, which shall be consistent with the CCAC's policies and procedures.

(2) With the exception of any consent obtained by the CCAC pursuant to GC Section 5.1.6(4), the Service Provider shall be responsible for obtaining and administering Patient consents required for the collection, use and disclosure of Patient Information necessary in connection with delivery of Services, including proper administration of any withdrawals or refusals of consent, in accordance with the *Personal Health Information Protection Act*. The Service Provider shall, in connection with the delivery of Services to Patients, use a form of consent compliant with the *Personal Health Information Protection Act* and the requirements of the CCAC.

(3) All forms for Patient consents shall, at a minimum, provide for appropriate consent to the collection of Patient Information on behalf of the CCAC in connection with this Agreement, and to audit and inspection rights of the CCAC under this Agreement and any delivery of Patient Records to the CCAC required or contemplated in accordance with this Agreement.

(4) Without limiting the obligation of the Service Provider to obtain and administer Patient consents in accordance with GC Section 5.1.6(2), the CCAC may obtain consents required for the collection, use and disclosure of Patient Information prior to the acceptance of a Service Request by the Service Provider.

5.1.7 Patient Requests for Access to Information

(1) Except as provided by GC Section 5.1.7(2), the Service Provider shall immediately notify the CCAC regarding any Patient who contacts the Service Provider seeking access or correction to or with any inquiries or complaints about his or her Patient Information, and provide all necessary co-operation and assistance to the CCAC, and comply with the CCAC's reasonable directions, with respect to responding to such request, inquiry or complaint. The Service Provider shall develop, maintain and follow processes and procedures to promptly and appropriately address access and correction requests and complaints and inquiries regarding its information practices.

(2) The Service Provider is not obliged to notify the CCAC with respect to day to day routine inquiries (for example, inquiries with respect to scheduling) made by Patients with respect to Patient Information.

5.1.8 Third Party Requests for Access to Information

(1) Other than requests for access to or disclosure of Patient Information by an Authorized Person, with respect to any Third Party seeking access to or disclosure of Patient Information to that Third Party,

(a) if the Service Provider receives such a request, it shall immediately notify the CCAC and shall consult with the CCAC prior to providing such access or making any such disclosure and shall comply with the CCAC's reasonable directions with respect to permitting or denying such access or making or refusing such disclosure; or

(b) if the CCAC receives such a request it shall forward the request to the Service Provider with directions with respect to permitting or denying such access or making or refusing such disclosure.

5.1.9 Patient Records

(1) The Service Provider shall create, maintain and retain a record of Services delivered to each Patient in accordance with applicable College Standards and Guidelines and Applicable Law, and shall retain custody and control over all Patient Records relating to such Services on behalf of the CCAC until destroyed or disposed of in accordance with this Agreement and the Applicable Law. The Service Provider shall ensure that all Patient Information used or disclosed in connection with delivery of Services is as accurate, up-to-date and complete as is necessary for such purposes.

(2) The Service Provider shall establish and maintain information and records management, cataloguing and tracking systems, with respect to both physical and electronic copies of documents, that meet or exceed applicable College Standards and Guidelines and other Applicable Law. These systems shall, at a minimum:

(a) be capable at all times of clearly distinguishing and separating Patient Records from other records created by the Service Provider, including from,

(i) records created in respect of other clients of the Service Provider;

(ii) records created in respect of other Community Care Access Centres in the Province of Ontario for whom the Service Provider provides services;

(iii) records of services provided to Patients other than those Services delivered pursuant to this Agreement;

(iv) other Agreement Records not otherwise containing or comprising Patient Information; and

(v) other administrative records of the Service Provider; and

(b) be compatible with the CCAC's physical and electronic information and records management, cataloguing and tracking systems as the CCAC may implement and of which the CCAC provides reasonable notice to the Service Provider from time to time.

(3) The Service Provider shall, at the CCAC's request, maintain a Patient Record at the Service Delivery Location.

(4) The Service Provider shall not transfer, store, handle or process any Patient Records outside Ontario without the prior written consent of the CCAC, which consent may be unreasonably withheld.

(5) For clarity, the term "Patient Record" shall include all records, in whatever form, including both paper and electronic format.

5.1.10 Long-term Retention of Patient Records

(1) Notwithstanding any termination or expiration of this Agreement, the Service Provider shall retain and store at its own cost and expense, at a site with security, document protection, and controlled access acceptable to the CCAC acting reasonably, all Patient Records for no less that the period required under the Applicable Law. The Service Provider shall comply with any storage, retention and destruction policy, guidelines or procedures established by the CCAC from time to time.

5.1.11 Return of Patient Records to the CCAC

(1) In the event that, at any time during the Agreement Term or subsequent to the termination or expiration of this Agreement,

(a) the Service Provider ceases to carry on business;

(b) any of the circumstances described in GC Section 12.2.1(1)(a) occurs;

(c) the Service Provider materially breaches any provision of this Section 5.1; or

(d) the CCAC, in its sole discretion, determines that it requires the return of the original Patient Records, whether the original Patient Records are stored electronically or otherwise,

the Service Provider shall, no later than 30 days after receiving a request from the CCAC (unless the CCAC, in its sole discretion, agrees to a longer period of time) and subject to the Applicable Law prohibiting or prescribing conditions on such delivery, deliver all Patient Records to the CCAC in a secure manner meeting the requirements of GC Section 5.1.12 and provide to the CCAC an officer's certificate certifying that all Patient Records have been so delivered to the CCAC.

(2) After delivery of Patient Records to the CCAC in accordance with GC Section 5.1.11(1), the Service Provider shall, subject to the Applicable Law prohibiting or prescribing conditions on such destruction or disposition, destroy or dispose of all remaining copies, whether in physical, electronic or any other form, of all such Patient Records in a secure manner meeting the requirements of GC Section 5.1.12, and shall provide to the CCAC an officer's certificate certifying that all Patient Records have been so destroyed or disposed of. In the event that the Applicable Law prohibits such destruction or otherwise requires the Service Provider to retain copies of the Patient Records, the Service Provider's obligations with respect to the copies of such Patient Records under this GC Section 5.1 shall continue until such time as the Service Provider is no longer in possession of the copies of such Patient Records.

(3) In the event that the Applicable Law prohibits the return of Patient Records to the CCAC as contemplated in this GC Section 5.1.11, the Service Provider or its representative shall promptly apply to a court of competent jurisdiction, at the Service Provider's or its representative's cost, for directions respecting the disposition of such Patient Records. The CCAC may, in its sole discretion, intervene at its own cost in any such application.

5.1.12 Privacy and Security Events

(1) The Service Provider shall immediately inform the CCAC of any actual or suspected Privacy and Security Event. In the event of any such Privacy and Security Event, the Service Provider shall provide all necessary co-operation and assistance requested by the CCAC in relation to the CCAC's obligations under Applicable Law including without restriction with respect to notification of Patients regarding any such Privacy and Security Event. The Service Provider shall develop, maintain and follow processes and procedures to detect, address and remedy Privacy and Security Events. Upon becoming aware of any Privacy and Security Event, the Service Provider, in consultation with the CCAC, shall take prompt and appropriate steps to remedy and minimize the effects of such Privacy and Security Event.

(2) Each Privacy and Security Event shall be a Risk Event as described in SS Section 5.5(1) and the Service Provider shall follow the procedures for reporting a Risk Event set out in SS Section 5.5.

5.1.13 Audit and Inspection

(1) The Service Provider shall establish, maintain and follow appropriate and regular audit, monitoring and inspection processes and procedures with respect to the Service Provider's systems and practices designed to ensure its compliance with its obligations with respect to Patient Information in this Section 5.1, and with any other agreement between the CCAC and the Service Provider that involves Patient Information, including any agreement regarding access to Health Partner Gateway. The Service Provider shall regularly report to the CCAC as part of its Annual Reports and as otherwise reasonably requested by the CCAC from time to time with respect to the results of such audits, monitoring and inspection and its compliance with this GC Section 5.1 and such other agreements involving Patient Information.

(2) The Service Provider shall permit the CCAC and/or its authorized representatives to access the Service Provider's premises to audit the Service Provider's compliance with its obligations in this GC Section 5.1 including, without limitation, the security measures used to protect Patient Information and the systems and processes established and used by the Service Provider with respect to the collection, use, disclosure, storage and handling of Patient Information, and with any other agreement between the CCAC and the Service Provider that involves Patient Information, including any agreement regarding access to Health Partner Gateway. The Service Provider shall permit the CCAC to enter onto the Service Provider's premises for such purposes. The Service Provider shall otherwise promptly and properly respond to all reasonable inquiries from the CCAC with respect to the Service Provider's handling of Patient Information and the Service Provider's compliance with this GC Section 5.1.

(3) The Service Provider shall provide the CCAC with unrestricted access to Patient Records during the Agreement Term and thereafter while the Patient Records are in the custody and control of the Service Provider, including the right to maintain and retain copies, subject to the Applicable Law prohibiting or prescribing conditions on such access or copying.

5.1.14 Obligations of Service Provider under the Personal Health Information Protection Act

(1) Without limiting the provisions of GC Section 5.1 or the Service Provider's obligations under GC Section 3.5, the Service Provider shall at all times comply with all obligations applicable to the Service Provider under the *Personal Health Information Protection Act*.

5.2 Agreement Records

(1) Subject to GC Section 5.1, all data, information, documentation, accounts, plans, programs, reports, surveys and guidelines of any kind whatsoever (the "Agreement Records") prepared by the Service Provider in performing the Services or in relation to the Services shall become and remain the property of the Service Provider. The CCAC may, on request, have a copy of any or all Agreement Records. The Service Provider shall deliver the copy of the requested Agreement Records no later than

seven days after the request by the CCAC, except where the CCAC informs the Service Provider that it is an emergency requirement, in which case the Service Provider shall deliver the copy as soon as possible.

(2) The Agreement Records shall include,

(a) information of any kind whatsoever related to the finances, revenues or expenditures of the Service Provider's operations;

(b) all files, documents, plans, drawings, specifications, notes, minutes of meetings and minutes of conversations;

(c) the plans, programs, reports, surveys and guidelines listed in SS Section 7; and

(d) all manuals, reports, safety records, audit records, performance and quality records, financial statements, invoices, accounting records, subcontracts and personnel records,

whether stored in hard copy or electronically.

(3) Subject to GC Section 5.1, the Service Provider shall provide the CCAC with unrestricted access to the Agreement Records during the Agreement Term, including the right to make and retain copies, subject to the Applicable Law prohibiting or prescribing conditions on such access or copying.

(4) The Service Provider shall retain Agreement Records for at least the number of years required by the Applicable Law.

(5) In the event that the Service Provider ceases operation, the Service Provider shall not dispose of any records related to the Services, including Agreement Records, without the prior consent of the CCAC.

5.3 Accounting

(1) The Service Provider shall keep accurate and systematic accounts in respect of the Services and this Agreement in accordance with generally accepted accounting principles in the Province of Ontario.

(2) The Service Provider, during the Agreement Term and for a period of seven years after the applicable transaction, shall maintain financial records, books, documents and other accounting records relating to the performance of its obligations under this Agreement.

(3) To ensure that the CCAC is billed only for Services delivered to Patients, the Service Provider shall maintain adequate and appropriate internal controls, details of which shall be available to the CCAC upon request. The Service Provider shall, at the CCAC's request, provide a report from an external auditor stating that adequate controls exist and that they have been in place for the lesser of the 12 months prior to the external auditor's report or for the term of Agreement to the date of that report. If the external auditor determines that adequate and appropriate internal controls were not in place, then the Service Provider shall bear the cost of the external auditor's investigation and report. If the external auditor determines that adequate and appropriate internal controls were in place, then the CCAC shall bear the cost of the external auditor's investigation and report.

(4) The Service Provider shall provide the CCAC with full and timely disclosure, in writing, of any monetary, contingent liabilities or commitments or other concerns that might impact its ability to provide Services for the full Agreement Term.

5.4 Auditing the Service Provider's Accounts and the Agreement Records

(1) The CCAC may, in its sole discretion, audit or cause to be audited,

(a) the Service Provider's accounts, financial information, financial statements and performance information at any reasonable time and with no less than 24 hours' notice to the Service Provider; and

(b) the Agreement Records at any reasonable time and without notice to the Service Provider,

in respect of any matters related to this Agreement.

(2) The CCAC may carry out the audit or audits itself or may retain an independent auditor, at the CCAC's expense, subject to GC Section 5.4(3), to carry out the audit or audits. The CCAC may engage an independent auditor to carry out, or have carried out, any such audit on behalf of itself and other Community Care Access Centres.

(3) If an audit performed in accordance with this GC Section 5.4 determines that there is any deficiency, inconsistency or inaccuracy in the Service Provider's performance of its obligations under this Agreement, without limiting the CCAC's rights under this Agreement:

(a) the CCAC shall notify the Service Provider of the deficiency, inconsistency or inaccuracy (the "Audit Deficiency Notice");

(b) the Service Provider shall remedy any deficiencies, inconsistencies or inaccuracies determined by an audit performed in accordance with this GC Section 5.4; and

(c) if the cost or value of the deficiency, inconsistency or inaccuracy exceeds $10,000, the Service Provider shall reimburse the CCAC for the costs and expenses of such audit.

(4) The Service Provider shall remedy any deficiencies, inconsistencies or inaccuracies determined by an audit performed in accordance with this GC Section 5.4 in accordance with the time period specified in the Audit Deficiency Notice, or no later than thirty days if no time period is specified. For clarity, the Service Provider's obligation to remedy any deficiencies, inconsistencies or inaccuracies in accordance with this GC Section 5.4(4), shall include reimbursement to the CCAC of any overpayment by the CCAC to the Service Provider.

(5) Without limiting the generality of GC Section 5.4(1), the CCAC may, in its sole discretion, audit all Agreement Records, including all records relating to the Wage Enhancement Funding, including all Agreement Records set out in GC Section 3.15(7) at any reasonable time and with no less than 24 hours' notice to the Service Provider to ensure that the Service Provider has utilized the Wage Enhancement Funding in accordance with the requirements of the PSS Wage Enhancement Directive and GC Section 3.15. The Service Provider acknowledges that the CCAC may disclose any information obtained during such audit and the results of such audit to the LHIN or MOHLTC, at the request of the LHIN or MOHLTC.

(6) If an audit performed in accordance with GC Section 5.4(5) determines that the Service Provider has not utilized the Wage Enhancement Funding in accordance with the requirements of the PSS Wage Enhancement Directive and GC Section 3.15 or has identified any deficiency, inaccuracy or inconsistency in the Service Provider's records relating to the Wage Enhancement Funding, the CCAC shall issue an Audit Deficiency Notice in accordance with GC Section 5.4(3)(a) and the provisions of GC Section 5.4(3) and (4) shall apply. For clarity, for the purposes of GC Section 5.4(4), the Service

Provider's obligation to remedy any non-compliance with of the PSS Wage Enhancement Directive and GC Section 3.15 shall include immediate reimbursement to the CCAC of any funds not utilized by the Service Provider in accordance with GC Section 3.15(2). The Service Provider acknowledges that the CCAC is obligated to bring issues of non-compliance with the PSS Wage Enhancement Directive by a Service Provider to the attention of the LHIN if they have not been resolved to the CCAC's satisfaction.

5.5 Service Provider's Audited Financial Statements

Except as provided in the Special Conditions, the Service Provider shall submit, to the CCAC, the annual audited financial statements of the Service Provider's finances for each of the Service Provider's financial years that occur during the Agreement Term. The Service Provider shall provide its audited financial statements to the CCAC pursuant to this GC Section 5.5 no later than 120 days after the end of the applicable financial year.

SECTION 6 INTELLECTUAL PROPERTY

6.1 Intellectual Property

(1) The Service Provider shall not present any data or other information or publish or present papers derived from the Services delivered under this Agreement without the prior consent of the CCAC, such consent not to be unreasonably withheld or delayed.

(2) As between the Parties, all right, title and interest in and to the Service Provider Background Technology and the Third Party Background Technology, including without limitation any Intellectual Property Rights and proprietary rights relating thereto shall belong and will continue to belong to the Service Provider.

(3) As between the Parties, all right, title and interest in and to the CCAC Background Technology, including without limitation any Intellectual Property Rights and proprietary rights relating thereto shall belong and will continue to belong to the CCAC.

(4) Except for the Service Provider Background Technology and the Third Party Background Technology, the Service Provider agrees that the CCAC shall own all right, title and interest in and to any work developed by the Service Provider as part of the provision of the Services and for which the CCAC has funded such development (the "CCAC Works") including any Intellectual Property Rights and proprietary rights relating thereto. The Service Provider undertakes to obtain from all authors of the CCAC Works waivers of all moral rights that such authors may have in the CCAC Works and execute such further documents and perform such further acts as may be necessary to record, perfect or confirm the grant of right, title and interest as agreed to by the Service Provider pursuant to this GC Section 6.1(4).

(5) Subject to GC Section 6.1(4), the Service Provider shall own all right, title and interest in and to any work developed by the Service Provider as part of the provision of the Services and for which the CCAC has not funded such development (the "Service Provider Works") including any Intellectual Property Rights and proprietary rights relating thereto. The Service Provider hereby grants to the CCAC a non-exclusive, worldwide, royalty-free, fully paid-up and transferable licence to use, reproduce and sublicense the Service Provider Works in connection with the Services or the provision of the Services by the CCAC or another service provider or that service provider's subcontractors.

6.2 CCAC Trademarks

(1) Neither the CCAC trademarks, nor any words or designations confusingly similar thereto, shall be included in any name or trademark used by the Service Provider, or otherwise used by the Service Provider or its Affiliates, except for advertising including the CCAC trademarks to which the CCAC has consented from time to time or except as the CCAC may otherwise permit in writing.

(2) All permitted use of the CCAC trademarks by the Service Provider shall be accompanied by a statement indicating the ownership of the trademarks in such form as the CCAC may reasonably require from time to time.

(3) Neither this Agreement nor the relationship of the Parties under this Agreement confer upon the Service Provider any interest in the CCAC trademarks except the right to depict the trademarks in accordance with the terms of this Agreement, and the Service Provider agrees not to depict the CCAC trademarks in any manner calculated to represent that the Service Provider is the owner of the CCAC trademarks. The Service Provider agrees during the Agreement Term and thereafter not to dispute or contest, directly or indirectly, the validity of the registration of the CCAC trademarks or otherwise attempt to dilute the value of the goodwill attaching to the CCAC trademarks nor to counsel, procure or assist any other person to do the same.

SECTION 7 CONFIDENTIALITY

7.1 No Disclosure of Confidential Information

Except as expressly set out in this Agreement, neither Party shall use, disclose, or permit any person to obtain any Confidential Information, in written, tangible or other form, learned from or provided by the other Party, whether directly or indirectly, without the prior consent of the other Party. Each Party shall take all reasonable steps to ensure that any person having access to the other Party's Confidential Information complies with this provision. The Parties acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated for in damages and accordingly agree that each Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure.

7.2 Permitted Disclosures

(1) The Service Provider agrees that, the CCAC may disclose,

(a) the name and address of the Service Provider;

(b) the average unit prices of the Service Provider on a Fiscal Year basis;

(c) the Actual Volume of Services of the Service Provider;

(d) a report of the Service Provider's performance of its obligations under this Agreement, including its performance in relation to the Performance Standards and in relation to applicable Health Quality Ontario indicators; and

(e) the results of any Patient surveys conducted by the CCAC,

to other CCACs, any LHIN and the public.

(2) The Service Provider agrees that data and statistics in respect of this Agreement including data and statistics with respect to quality of performance and Performance Standards monitoring may be collected by the community care access centres in Ontario, any LHIN, the Ontario Association of Community Care Access Centres, or nationally, under the direction of the Ontario Ministry of Health and Long-Term Care or the federal Department of Health, on a no-names basis and the Service Provider consents to the disclosure of such information.

(3) The Service Provider agrees that data and statistics with respect to the Service Provider's quality of performance and Performance Standards monitoring may be disclosed, on a quarterly basis, to other CCACs, and the Service Provider consents to the disclosure of such information.

(4) The Service Provider agrees that information with respect to the Service Provider's quality of performance and the Service Provider's annual continuous quality improvement plan may be included in the CCAC's public reporting of its annual continuous quality improvement plan.

(5) The CCAC may disclose any information with respect to the Service Provider and this Agreement as required by the Applicable Law. The CCAC may disclose to the Government of Ontario and any LHIN any information with respect to this Agreement.

(6) If the Service Provider makes a public statement in the media or otherwise in contravention of GC Section 3.6, in addition to any other legal remedies the CCAC may have, the CCAC may, in its sole discretion and notwithstanding GC Section 7.1 or 7.2, disclose any information about the Service Provider if, in the CCAC's opinion, such disclosure is necessary to provide accurate information to the public or to correct erroneous information that has appeared in the media.

(7) The Service Provider shall not require the CCAC or any of its representatives to sign a confidentiality agreement in respect of information provided by the Service Provider as required by this Agreement, including information provided by the Service Provider during CCAC site visits, audits or inspections for the purpose of monitoring the Service Provider's performance under this Agreement.

SECTION 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the CCAC

The CCAC represents, warrants and covenants to the Service Provider as follows and acknowledges that the Service Provider is relying upon such representations, warranties and covenants in entering into this Agreement and performing its obligations under this Agreement:

(a) the CCAC is a corporation incorporated under the laws of the Province of Ontario and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(b) the CCAC has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;

(c) this Agreement has been duly executed and delivered by the CCAC and is a legal, valid and binding obligation of the CCAC, enforceable against it by the Service Provider in accordance with its terms;

(d) neither the execution and delivery by the CCAC of this Agreement nor the performance by it of its obligations under this Agreement will result in a violation of,

(i) the *Community Care Access Corporations Act*, the CCAC's enabling legislation, by-laws or any of the resolutions passed by its board of directors; or

(ii) any Applicable Law; and

(e) there is no requirement for the CCAC to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation by the CCAC of the transactions contemplated by this Agreement.

8.2 Representations and Warranties of the Service Provider

The Service Provider represents, warrants and covenants to the CCAC as follows and acknowledges that the CCAC is relying upon such representations, warranties and covenants in entering into this Agreement and performing its obligations under this Agreement:

(a) the Service Provider (or, if applicable, each Party constituting the Service Provider) is a legal entity legally established under the laws of its jurisdiction and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(b) the Service Provider has taken all necessary actions to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;

(c) this Agreement has been duly executed and delivered by the Service Provider and is a legal, valid and binding obligation of it, enforceable against it by the CCAC in accordance with its terms;

(d) neither the execution and delivery by the Service Provider of this Agreement nor the performance by it of its obligations under this Agreement will result in a violation of,

(i) its constating documents or by-laws or any of the resolutions passed by its board of directors or shareholders; or

(ii) any Applicable Law;

(e) the Service Provider has and shall at all times have the right to perform all of its obligations to the CCAC set out in this Agreement;

(f) there is no requirement for the Service Provider to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation by the Service Provider of the transactions contemplated by this Agreement;

(g) the Service Provider is an established provider of health care services, and has, and will have, the skills, qualifications, expertise and experience necessary to perform and manage the Services in accordance with the Performance Standards Schedule;

(h) the Service Provider holds and will continue to hold throughout the Agreement Term all municipal, provincial or federal licences, approvals and permits required to perform its obligations hereunder, and all of the Service Provider's Personnel who attend at the Service Delivery Location to provide any Services are duly qualified to provide such Services, in accordance with the Applicable Law;

(i) none of the Intellectual Property Rights the Service Provider uses or will use to provide Services or to discharge its obligations will infringe or violate the Intellectual Property Rights, industrial property, privacy, moral or other rights of any Third Party;

(j) the Service Provider shall comply with all policies, plans and procedures that relate to the Services, as those policies, plans and procedures are provided to the Service Provider by the CCAC; and

(k) the Service Provider is under no current obligation or restriction, nor will it knowingly assume any such obligation or restriction that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning the performance to be rendered, or the rights granted, under this Agreement.

(2) The Service Provider covenants and agrees to take all steps necessary to cause each of its representations and warranties contained in this Agreement to remain true and correct throughout the Agreement Term.

(3) The Service Provider represents and warrants that the Standard Equipment and Supplies and all components thereof will be new or the equivalent of new and shall be free from defects in material or workmanship and shall comply with the Applicable Law.

(4) The representations and warranties expressed in this Agreement are in addition to all other warranties express or implied by statute or otherwise and are in addition to all obligations or liabilities on the part of the Service Provider arising out of, or in connection with, the performance of its obligations under this Agreement.

SECTION 9 INDEMNITY AND INSURANCE

9.1 Service Provider Indemnity

(1) The Service Provider shall release, indemnify, protect and hold harmless the CCAC, its affiliates, directors, officers, employees, independent contractors, agents, successors and assigns (the "CCAC Indemnified Parties"), from and against all claims, losses, damages, costs, demands, expenses, contracts, liabilities, actions and other proceedings of any kind or nature (including, without limitation, any legal fees and disbursements incurred), made, sustained, brought, prosecuted, threatened to be brought or prosecuted by any Third Party, in any manner based upon, occasioned by or attributable to anything done or omitted to be done on the part of the Service Provider, its directors, officers, employees, independent contractors, Subcontractors or agents in connection with the responsibilities of the Service Provider or its directors, officers, employees, independent contractors or agents in connection with this Agreement.

(2) The indemnity set out in GC Section 9.1(1) shall not extend to any claims, losses, damages, costs, demands, expenses, contracts, actions or other proceedings of any kind or nature to the extent that they are based on, occasioned by, or attributable to anything negligently done or omitted to be done by the CCAC or its employees in connection with this Agreement.

(3) The Service Provider's ability to indemnify or reimburse the CCAC shall not affect or prejudice the CCAC from exercising any other rights under the Applicable Law.

(4) The Service Provider shall protect itself from and against all claims that might arise from anything done or omitted to be done by the Service Provider or its directors, officers, employees, independent contractors, Subcontractors or agents 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 thereof, is caused.

(5) The Service Provider shall protect itself from and against all claims that may arise in connection with a breach of the *Personal Health Information Protection Act* or any privacy-related tort or principle of equity.

(6) Without limiting the generality of GC Section 9.1(1) or 9.1(4), the Service Provider shall indemnify and hold harmless the CCAC and each of the CCAC Indemnified Parties from and against any and all actions, claims (including Third Party claims), proceedings, demands, losses, damages, costs, charges, fines, liabilities, expenses and fees (including any legal or professional fees, disbursements or amounts paid by the CCAC or any CCAC Indemnified Party in settlement of such claims), arising out of a breach or an alleged breach of the *Occupational Health and Safety Act* by the Service Provider or by the CCAC in relation to actions or omissions of the Service Provider or Service Provider Personnel.

9.2 Insurance

(1) For the purpose of GC Section 9.1(4) and without restricting the generality of GC Section 9.1(4), the Service Provider shall maintain in full force and effect during the Agreement Term, at its own expense, a policy of commercial general liability insurance, in form and substance reasonably acceptable to the CCAC, with prior consultation, providing coverage for a limit of not less than $5,000,000 for each occurrence of a claim of bodily injury, including personal injury, death, or property damage, including loss of use thereof, products and completed operations and non-owned automobile insurance, that may arise directly or indirectly from the acts or omissions of the Service Provider or its directors, officers, employees, independent contractors or agents under this Agreement, and which insurance policy shall include the following terms:

(a) a clause that includes the CCAC and the CCAC's employees, independent contractors and agents as additional insureds;

(b) a clause that includes all Subcontractors as additional insureds;

(c) a cross-liability insurance clause endorsement acceptable to the CCAC;

(d) a clause requiring the insurer to provide 30 days prior written notice to the CCAC in the manner set forth in the policy in the event of,

(i) termination of the policy; or

(ii) any material change to the policy; and

(e) a clause including liability arising out of contract or agreement.

(2) The Service Provider shall maintain in full force and effect during the Agreement Term, at its own expense, a policy of professional liability insurance in the form and substance reasonably acceptable to the CCAC, with prior consultation, providing coverage for a limit of not less than $5,000,000 per claim. For greater certainty, such professional liability shall be exclusive of any professional liability insurance coverage obtained by Service Provider Personnel pursuant to the applicable College Standards and Guidelines.

(3) No later than five days prior to the Starting Date, the Service Provider shall provide to the CCAC updated certificates of insurance which,

(a) reference this Agreement;

(b) outline the limits and coverage; and

(c) are otherwise acceptable to the CCAC.

(4) The Service Provider shall notify the CCAC of the expiry or non-renewal of a required insurance policy, change in insurer or of any amendments to the insurance policy by providing an

amended certificate of insurance to the CCAC within 10 days after the effective date of such expiration, non-renewal, change in insurer or amendment to the insurance policy.

(5) When the Service Provider's insurance is renewed during the Agreement Term, the Service Provider shall provide a replacement certificate of insurance to the CCAC immediately after the Service Provider's insurance is renewed.

9.3 Patent and Copyright Indemnity

(1) The Service Provider shall defend, in the name and on behalf of the CCAC, any suit or proceeding brought against the CCAC to the extent that any such suit or proceeding is based on a claim that the Services or any part thereof infringes on any patent, copyright, trade secret or Intellectual Property Right enforceable in Canada, on condition that the Service Provider is notified promptly in writing of any such suit or proceeding and given authority, information and assistance, at the Service Provider's expense, to permit the Service Provider sole control to defend the same and enter into any negotiation for the settlement of same and the Service Provider shall pay all damages and costs finally awarded against the CCAC in any such suit or proceeding, provided that the Service Provider shall not be responsible for any costs, expense, compromise or settlement incurred or entered into by the CCAC without the Service Provider's prior consent.

(2) In the event that the Services or part thereof are in any legal action held to constitute an infringement, and the use thereof is enjoined, the Service Provider shall, at its expense:

(a) procure for the CCAC the right to continue using the Services or part thereof;

(b) replace same or part thereof with non-infringing Services; or

(c) modify the Services or part thereof to the CCAC's satisfaction so that they become non-infringing.

(3) If none of the alternatives listed in GC Section 9.3(2)(a), 9.3(2)(b) and 9.3(2)(c) are reasonably available, then the CCAC may terminate this Agreement in accordance with GC Section 12.1.3.

(4) This GC Section 9.3 states the entire liability of the Service Provider for any loss and damage whatsoever as a result of the infringement of any patents, copyrights, trade secrets and other Intellectual Property Rights by the Services or any part thereof.

9.4 Indirect etc. Damages

(1) Notwithstanding GC Sections 9.1, 9.2 and 9.3 but subject to GC Section 9.4(2), in no event shall the measure of damages payable by either Party include, nor will either Party be liable for, any consequential, indirect, incidental, exemplary or punitive damages, including damages due to business interruption or lost profits, savings, competitive advantage or goodwill arising from or related to this Agreement, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.

(2) GC Section 9.4 shall not apply to:

(a) a breach of Applicable Law by the Service Provider;

(b) a breach of the Service Providers obligations under GC Section 5 or GC Section 7; or

(c) the wilful misconduct, deliberate acts of wrongdoing or fraudulent acts by the Service Provider.

SECTION 10 CHANGES

10.1 No Changes to Service Provider's Prices – General

(1) Except as provided in GC Sections 10.1(2) and 10.2 and the Pricing and Compensation Schedule, the Service Provider shall make no claim whatsoever for any adjustments to the Service Provider's Prices, including any adjustment as a result of,

(a) a change in Listed CCAC Equipment and Supplies;

(b) changes to any of the Service Provider's costs or expenses;

(c) a change as a result of the corporate restructuring or reorganization of the Service Provider;

(d) a change in the CCAC's structure or organization;

(e) the Service Provider's employee or labour disputes or settlements;

(f) a determination that the Service Provider is a successor employer under the Applicable Law;

(g) any change in applicable College Standards and Guidelines; or

(h) any change resulting from the increase or decrease in the volume of Patients referred to the Service Provider as Consolidated Services Patients.

(2) The CCAC and Service Provider may each make a claim for an increase or decrease in Price if either Party can demonstrate that a change in the Applicable Law, excluding the matters listed in GC Section 10.1(1)(e), 10.1(1)(f) and 10.1(1)(g), after the date set out in the Special Conditions has directly caused an actual increase or decrease in the cost of providing the Services, and the CCAC or the Service Provider, as applicable, can demonstrate to the other Party the actual increase or decrease and that the actual increase or decrease was directly caused by the change in the Applicable Law. For clarity, a statute that is in force and effect as of the date set out in the Special Conditions or that will come into force and effect during the Agreement Term (determined as of the date set out in the Special Conditions) or a regulation that has been filed as of the date set out in the Special Conditions shall not give rise to a right to claim an increase or decrease in Price in accordance with this GC Section 10.1(2). For further clarity, the Service Provider acknowledges and agrees that the Service Provider's Prices include all costs and expenses relating to the Service Provider's termination and severance obligations to Service Provider Personnel resulting from the coming into effect on October 1, 2012 of section 2(1)(10) and/or section 9(1)(9) of Ontario Regulation 288/01 under the *Employment Standards Act*.

10.2 Change to the Services and Performance Standards

10.2.1 Introducing a Change

(1) Subject to GC Sections 10.2.2(3) and 10.2.2(10), the CCAC may propose, and subsequently require, that the Service Provider, from time to time during the performance of this Agreement, make any change, modification, addition or deletion to, in or from the Services or Performance Standards (a "Change"), provided that the Change,

(a) with respect to a change in the Services, falls within the general scope of the Services and does not constitute unrelated work; and

(b) is technically practicable, taking into account both the state of advancement of the Services and the technical compatibility of the Change with the nature of the Services as specified in this Agreement.

Unless the Service Provider demonstrates that GC Section 10.2.2(3) applies, a Change shall be at no cost to the CCAC.

(2) The Service Provider shall not commence the implementation of a Change unless it receives a formal written notification from the CCAC (a "Change Order") to do so.

(3) Notwithstanding GC Section 10.2.1(1), no change made necessary because of any default of the Service Provider in the performance of its obligations under this Agreement shall be deemed to be a Change, and such change shall not result in any adjustment of the Service Provider's compensation under this Agreement.

10.2.2 Changes Originating from the CCAC

(1) If the CCAC proposes a Change pursuant to GC Section 10.2.1, it shall send a request for Change proposal (a "Request for Change Proposal") to the Service Provider, requiring the Service Provider to prepare and furnish to the CCAC, as soon as reasonably practicable, a Change proposal (a "Change Proposal"), which shall include the following:

(a) a brief description of the Change as set out by the CCAC and a plan for the implementation of the Change;

(b) an estimate of the cost impact of the Change, including the identification of any savings that could be achieved as a result of the Change; and

(c) a description of the effect of the Change on any other provisions of this Agreement including its impact, if any, on the Service Provider's Required Market Share and Estimated Volume Award.

(2) The estimate of the cost or savings of any Change shall be reasonable and, as far as practicable, be calculated in accordance with the Prices included in this Agreement. If such Prices are inequitable, the Parties shall agree on specific prices for the valuation of the Change.

(3) If, before or during the preparation of the Change Proposal, it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Service Provider under this GC Section 10.2.2 would be to increase the Service Provider's cost by more than five percent of the Service Providers total costs, the Service Provider may give a written notice of objection thereto prior to furnishing the Change Proposal. If the CCAC accepts the Service Provider's objection, the CCAC shall either,

(a) withdraw the proposed Change and notify the Service Provider in writing of the withdrawal; or

(b) enter into negotiations with the Service Provider for a Price increase.

In assessing whether a five percent increase in the Service Provider's costs will result, or has resulted, from Change Orders, the Service Provider shall also take into account any cost decreases that have resulted from Change Orders.

(4) The Service Provider's failure to object pursuant to GC Section 10.2.2(3) shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase in the Service Provider's costs that any Change not objected to by the Service Provider represents.

(5) Upon receipt of the Change Proposal, the Parties shall attempt to reach a mutual agreement upon all matters contained in the Change Proposal. No later than 14 days after such agreement, if any, the CCAC, shall, either issue a Change Order or give notice to the Service Provider of its position on the Change in accordance with GC Section 10.2.2(6). Subject to GC Section 10.2.2(8), if the Parties cannot reach a mutual agreement, no further action is required by either Party.

(6) If the CCAC does not issue the Change Order pursuant to GC Section 10.2.2(5) within 14 days after agreement with the Service Provider on all matters contained in the Change Proposal, it shall notify the Service Provider either,

(a) that the CCAC does not intend to issue the Change Order; or

(b) of the date that the CCAC intends to issue a Change Order.

(7) If the CCAC decides not to proceed with the Change for whatever reason, the Service Provider shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal.

(8) If the Parties cannot reach agreement on the price for the Change or any other matters identified in the Change Proposal, the CCAC may nevertheless instruct the Service Provider to proceed with the Change by issue of a "Pending Agreement Change Order."

(9) Upon receipt of a Pending Agreement Change Order, the Service Provider shall immediately proceed to implement the Changes covered by such order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

(10) If the Parties cannot reach agreement within 60 days after the date of issue of the Pending Agreement Change Order, then either Party may refer the matter to the settlement of disputes process set out in GC Section 13.

SECTION 11 CONTRACT MONITORING

11.1 Performance Monitoring

(1) The CCAC may, during the Agreement Term, monitor the quality of the Service Provider's performance of the Services, including the performance of the Services in accordance with the Performance Standards Schedule.

(2) If the CCAC has any concerns with respect to the Service Provider's performance of the Services or any of the Service Provider's other obligations under this Agreement, or with respect to the level of performance of any of the Service Provider Personnel, then,

(a) the CCAC may take any action in accordance with the Contract Performance Framework, including issuing a quality improvement notice ("QIN") to the Service Provider;

(b) the CCAC may, by written notice to the Service Provider, cause a meeting (a "Contract Management Meeting") to take place between the President or other senior executive officer of the Service Provider and a representative of the CCAC no later than five days after the delivery of such notice by the CCAC, and the

notice may specify the areas of concern that the CCAC wishes to raise with the Service Provider at the Contract Management Meeting; and

(c) at the Contract Management Meeting, the Service Provider shall,

(i) respond to the concerns raised by the CCAC; and

(ii) if applicable, prepare and implement a plan of remedial or other action acceptable to the CCAC, within a reasonable time period determined by the Parties, for the purpose of addressing the concerns for which the CCAC called the Contract Management Meeting.

(3) The CCAC, or any other persons authorized by the CCAC, may at any reasonable time and with prior written notice to the Service Provider, inspect, survey, or otherwise review the Services performed by the Service Provider under this Agreement. The Service Provider consents to the attendance by the CCAC personnel at the Service Provider's premises for the purpose of any such inspection or review at any reasonable time.

(4) The Service Provider shall take any and all action necessary or required to permit the inspection of the Services, including making available or, at the CCAC's request, provide to the CCAC for review any pertinent routine reports and substantiating data, including data collected with respect to management plans and programs, produced in connection with the Services.

(5) The CCAC may exercise any of its rights under this Agreement without taking action in accordance with the Contract Performance Framework or convening the meeting set out in GC Section 11.1(2) including exercising its rights pursuant to GC Section 11.2 and 11.3.

(6) The Service Provider acknowledges and agrees that the CCAC may, in its sole discretion, collect information from Patients regarding the quality of the Services delivered by the Service Provider. The Service Provider shall cooperate with the CCAC in any Patient surveys conducted by the CCAC. The Service Provider shall avoid duplication by the Service Provider of surveys conducted by the CCAC. The CCAC shall, if requested by the Service Provider, provide a report to the Service Provider summarizing the Service Provider's specific results from the Patient surveys. The Service Provider agrees that the results of Patient surveys will be used by the CCAC for the purposes of monitoring the Service Provider's performance under this Agreement.

(7) If, prior to October 1, 2014, the CCAC issued a QIN to the Service Provider in relation to the Service Provider's failure to meet the Performance Standard for Missed Visits, the Service Provider acknowledges and agrees that for the period that such QIN remains open and outstanding, as determined by the CCAC in its sole discretion,

(a) the Service Provider shall continue to track and report Missed Visits on a monthly basis in the format requested by the CCAC; and

(b) the CCAC may exercise any of its rights under this Agreement, including pursuant to Section 11.2, 11.3 or Section 12.1.3 in respect of the QIN for Missed Visits.

For the purposes of this Section 11.1(7), "Missed Visit" has the meaning given to the term in the 2012 Consolidated Services Version of this Agreement as follows: "Missed Visit" means any scheduled Service Provider visit to a Client that the Service Provider fails to attend, either (i) without notifying the Client prior to the scheduled visit; or (ii) with notice to the Client prior to the scheduled visit but without rescheduling the visit in accordance with the requirements of the Client Service Plan and includes a visit, required by the Client Service Plan, that the Service Provider originally accepts but does not schedule a visit in

accordance with the requirements of the Client Service Plan or subsequently informs the CCAC that it is unable to carry out.

11.2 Withholding of Payments

(1) The CCAC may, by written notice of suspension to the Service Provider, suspend all, or a part of, payments to the Service Provider under this Agreement if the Service Provider fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension,

(a) specifies the nature of the Service Provider's failure; and

(b) requires the Service Provider to remedy such failure no later than 30 days after receipt by the Service Provider of such notice of suspension.

(2) The CCAC shall pay to the Service Provider the amounts withheld pursuant to GC Section 11.2(1), without interest, no later than 30 days after the Service Provider remedies the default that gave rise to the withholding pursuant to GC Section 11.2(1).

11.3 Reduction of Volume

(1) The CCAC may, in its sole discretion, reduce the Service Provider's volume of Units of Service below the Service Provider's Required Market Share if the Service Provider fails to meet its obligations under this Agreement.

(2) If the CCAC reduces the Service Provider's volume of Units of Service pursuant to GC Section 11.3(1), the Service Provider shall not be eligible for compensation at the Low Volume Price in accordance with the Pricing and Compensation Schedule.

(3) The CCAC may, in its sole discretion, reinstate the Service Provider's volume of Units of Service back to the Service Provider's Required Market Share if the CCAC determines, in its sole discretion, that the Service Provider's failure to meet its obligations under this Agreement has been corrected. The CCAC may, in its sole discretion, determine the timing of the reinstatement of volume after the Service Provider's correction of its failure to meet its obligations under this Agreement.

(4) If the CCAC reduces the Service Provider's volume in accordance with this GC Section 11.3, the Service Provider shall not be entitled to its Required Market Share for the full or partial Fiscal Year during which the CCAC has reduced the Service Provider's volume.

(5) The CCAC's reduction of volume pursuant to this GC Section 11.3 does not preclude the CCAC from exercising its other rights under this Agreement.

SECTION 12 TERMINATION OF THE AGREEMENT

12.1 Termination by the CCAC

12.1.1 Termination for the CCAC's Convenience

(1) The CCAC, without prejudice to any other rights or remedies it may possess, may terminate this Agreement, in whole or in part, for any reason by giving the Service Provider a notice of termination in accordance with the following:

(a) the CCAC may issue a notice of termination for convenience (the "CCAC Notice of Termination for Convenience") no earlier than six months after the Starting Date; and

(b) the CCAC Notice of Termination for Convenience shall give the Service Provider at least six months notice of the termination for convenience, from the date of the CCAC Notice of Termination for Convenience.

(2) Upon receipt of the CCAC Notice of Termination for Convenience pursuant to GC Section 12.1.1(1), the Service Provider shall, either immediately or upon such other date as mutually agreed to by the Parties, commence the implementation of the Service Provider's Patient transition plan and shall cooperate with the CCAC to ensure an orderly transition of Patients.

(3) In the event of termination pursuant to GC Section 12.1.1(1), the effective date of termination shall be considered to be midnight of the last day of the applicable notice period.

12.1.2 Payment upon Termination by the CCAC for Convenience

(1) Upon termination of this Agreement pursuant to GC Section 12.1.1(1) or GC Section 14.8.7, the CCAC shall compensate the Service Provider for Services satisfactorily performed prior to the date of termination and the CCAC shall, in its reasonable determination, reimburse the Service Provider for any reasonable incremental cost incurred by the Service Provider incident to the prompt and orderly termination of this Agreement. For clarity, such amount shall exclude any Service Provider Personnel costs or expenses, including any costs relating to the termination of any employment.

(2) The Service Provider acknowledges that the payments pursuant to GC Section 12.1.2(1) are in complete and final satisfaction of any and all CCAC liabilities to the Service Provider related to the termination for convenience.

(3) The Service Provider shall not make a claim for lost or foregone profits, revenues, consequential damages or any other cost, damages, expenses or losses of any kind as a result of or in connection with the termination of this Agreement pursuant to GC Section 12.1.1.

12.1.3 Termination for the Service Provider's Default

(1) Subject to GC Section 12.1.3(2), the CCAC, without prejudice to any other rights or remedies it may possess, may terminate this Agreement, in whole or in part, on the occurrence of any of the following circumstances:

(a) If,

(i) the Service Provider becomes insolvent or is unable to pay its debts;

(ii) the Service Provider enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country;

(iii) the Service Provider has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement; or

(iv) the CCAC receives a notice of requirement to pay from the Canada Revenue Agency or any other taxation authority regarding the Service Provider; or

(b) If the Service Provider,

(i) assigns or transfers this Agreement or any right or interest therein in violation of GC Section 14.9;

(ii) has abandoned this Agreement;

(iii) is in material breach or default of any material provision or material obligation of this Agreement including,

(A) over any three month period, persistently failing to carry out the Services in accordance with this Agreement;

(B) in each of any three months in any two consecutive quarters, failing to,

(I) meet any one or more of the Performance Standards set out in the Performance Standards Schedule;

(II) submit one or more reports in accordance with the requirements set out with respect to SS Section 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7 and in the Performance Standards Schedule;

(III) meet one or more of the requirements relating to Patient Information privacy, protection and management in GC Section 5.1 or any other agreement between the CCAC and the Service Provider that involves Patient Information; or

(IV) deliver Services to Patients in French in accordance with the *French Language Services Act*;

(C) failing to collect and submit reasonable performance quality information as required by this Agreement for any quarter;

(D) submitting false or misleading information to the CCAC; or

(E) persistently failing to meet the Quality Operating Standards; or

(iv) fails to disclose an actual, potential or perceived conflict of interest contrary to GC Section 3.4.1(4), contravenes GC Section 3.4.1(1) or (2) or fails to implement the CCAC's prescribed resolution of a conflict of interest pursuant to GC Section 3.4.1(6).; or

(c) If none of the alternatives listed in GC Section 9.3(2)(a), (b) and (c) are reasonably available.

(2) If any one of the circumstances set out in GC Section 12.1.3(1)(a), 12.1.3(1)(b) or 12.1.3(1)(c) occurs, then the CCAC may, without prejudice to any other rights it may possess under this

Agreement, immediately issue a notice of termination for default ("Notice of Termination – Service Provider Default") to the Service Provider.

(3) If any one of the circumstances set out in GC Section 12.1.3(1)(b)(iii) occurs, then the CCAC may, without prejudice to any other rights it may possess under this Agreement, give a notice to the Service Provider ("Notice of Pending Termination – Service Provider Default") stating the nature of the default and requiring the Service Provider to remedy the default. If the Service Provider fails to remedy or to take steps to remedy the default within 30 days after the date of that Notice of Pending Termination – Service Provider Default, then the CCAC may terminate this Agreement forthwith by giving, to the Service Provider, a Notice of Termination – Service Provider Default that refers to this GC Section 12.1.3(3).

(4) Upon receipt of the Notice of Termination – Service Provider Default pursuant to GC Section 12.1.3(2), the Service Provider shall, either immediately or upon such date as is specified in the notice of termination, commence the implementation of Patient transition in accordance with SS Section 7.6.2.

(5) The termination date in respect of a termination of the Service Provider for default shall be no later than 60 days after the date of the Notification of Termination – Service Provider Default (the "Service Provider Default Termination Date").

12.2 Termination by the Service Provider

12.2.1 Termination for the CCAC's Default

(1) The Service Provider, without prejudice to any other rights or remedies it may possess, may terminate this Agreement, in whole but not in part, in the following circumstances:

(a) The CCAC,

(i) becomes insolvent or is unable to pay its debts;

(ii) enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country; or

(iii) has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement; or

(b) The CCAC,

(i) has abandoned this Agreement, which abandonment shall not include termination of this Agreement pursuant to GC Section 12.1.1; or

(ii) is in material breach or default of any material provision or material obligation under this Agreement.

(2) If any one of the circumstances set out in GC Sections 12.2.1(1)(a) or 12.2.1(1)(b)(i) occurs, then the Service Provider may, without prejudice to any other rights it may possess under this

Agreement, immediately issue a notice of termination for default ("Notice of Termination – CCAC Default").

(3) If any one of the circumstances set out in GC Section 12.2.1(1)(b)(ii) occurs, then the Service Provider may, without prejudice to any other rights it may possess under this Agreement, give a notice to the CCAC ("Notice of Pending Termination – CCAC Default") stating the nature of the default and requiring the CCAC to remedy the default. If the CCAC fails to remedy or to take steps to remedy the default within 30 days after the date of that Notice of Pending Termination – CCAC Default, then the Service Provider may terminate this Agreement forthwith by giving, to the CCAC, a Notice of Termination – CCAC Default that refers to this GC Section 12.2.1.

(4) Upon delivery of the Notice of Termination - CCAC Default under GC Sections 12.2.1(2) or 12.2.1(3), the Service Provider shall immediately commence the implementation of the Patient transition in accordance with SS Section 7.6.2.

(5) The termination date in respect of a termination of the CCAC for default shall be no later than 60 days after the date of the Notification of Termination - CCAC Default (the "CCAC Default Termination Date").

12.2.2 Termination for the Service Provider's Convenience

(1) The Service Provider may terminate this Agreement, in whole but not in part, for any reason by giving the CCAC a notice of termination in accordance with the following:

(a) the Service Provider may issue a notice of termination for convenience (the "Service Provider Notice of Termination for Convenience") no earlier than six months after the Starting Date; and

(b) the Service Provider Notice of Termination for Convenience shall give the CCAC at least one year notice of a termination for convenience, or such shorter period agreed by the Parties, from the date of the Service Provider Notice of Termination for Convenience.

(2) Upon delivery of the Service Provider Notice of Termination for convenience, the Service Provider shall immediately, or upon such date as mutually agreed to by the Parties, commence the implementation of the Service Provider's Patient transition plan and shall cooperate with the CCAC to ensure an orderly transition of Patients.

(3) In the event of termination pursuant to GC Section 12.2.2(1), the effective date of termination shall be considered to be midnight of the last day of the applicable notice period.

12.2.3 Set-Off – Payment upon Termination

In GC Section 12.1 or 12.2, in calculating any monies due from one Party to the other Party, account shall be taken of,

(a) any sum previously paid by either Party under this Agreement; and

(b) any sum owing by one Party to the other Party under this Agreement.

12.3 Effect of Termination

Upon termination of this Agreement, the Parties shall return all Confidential Information of the other, shall forthwith pay all sums owing to the other hereunder and each Party shall deliver a signed

acknowledgement to the other Party that all Confidential Information obtained from or provided by the other Party, whether directly or indirectly, has been returned.

SECTION 13 DISPUTE RESOLUTION

13.1 Mediation

All disputes, claims or controversies arising out of or in any way connected with this Agreement, its negotiation, performance, breach, enforcement, existence or validity, any failure of the Parties to reach agreement with respect to matters provided for in this Agreement and all matters of dispute relating to the rights and obligations of the Parties (each, a "Dispute") shall be mediated pursuant to the following process:

(a) either Party may submit the Dispute to mediation by serving the other Party with a written notice to mediate. If either Party serves a notice to mediate, the mediation process is mandatory for both Parties;

(b) the mediation shall be held before an independent Third Party jointly selected and paid for by the Parties; and

(c) if the CCAC and the Service Provider are unable to agree to the selection of a mediator, each Party shall select and pay for an independent Third Party, and those two independent Third Parties shall jointly select an independent Third Party to serve as the mediator.

(2) The mediation shall take place in the English language at a location in the Province of Ontario specified by the CCAC.

(3) If the Dispute has not been settled within 30 days after the written notice to mediate was served in accordance with GC Section 13.1(a), then the Dispute shall be arbitrated and finally resolved pursuant to GC Section 13.2.

(4) Despite this agreement to mediate, a Party may apply to a court of competent jurisdiction for interim measures of protection at any time.

13.2 Arbitration

13.2.1 Mutual Agreement to refer to Arbitration

Subject to GC Section 13.1, all Disputes shall be arbitrated and finally resolved pursuant to this GC Section 13.2. Except as otherwise set out in this Agreement or otherwise agreed by the Parties, the arbitration shall be determined in accordance with the ADR Institute of Canada National Arbitration Rules in force.

13.2.2 Selection of Arbitrator

(1) Subject to this GC Section 13.2.2, the arbitration shall be heard by one arbitrator. If the Parties are unable to agree upon the selection of a single arbitrator within 15 days after the responding Party receives the notice of arbitration, each Party shall name one arbitrator and the two arbitrators named by the Parties shall promptly thereafter choose a third arbitrator.

(2) If either Party fails to name an arbitrator within 15 days after the responding Party receives the notice of arbitration, then that Party's arbitrator shall be appointed by any Justice of the Ontario Superior Court of Justice, and the costs of the application to the Ontario Superior Court of Justice shall be borne by the Party that failed to name its arbitrator. If the two arbitrators fail, within 15 days after

the appointment of the two arbitrators, to agree upon and appoint the third arbitrator then, upon written application by either of the Parties, the third arbitrator shall be appointed by any Justice of the Ontario Superior Court of Justice, and, unless otherwise required pursuant to Applicable Law, the costs of the application to the Ontario Superior Court of Justice shall be borne equally by the Parties.

13.2.3 Qualification of Arbitrator

The arbitrator(s) shall be qualified by education, training, or experience in the areas that may be the subject of the Dispute.

13.2.4 Location of Arbitration

The arbitration shall take place in the English language at a location in the Province of Ontario specified by the CCAC.

13.2.5 Decisions of Arbitrators

(1) The arbitrator(s) shall proceed promptly to hear and determine the Dispute. Time shall be of the essence.

(2) Notwithstanding Rule 36 of the National Arbitration Rules, the arbitrator(s) shall not be entitled to retain their own expert(s).

(3) The decision of the arbitrator(s) shall constitute the award of the arbitration. The award shall be final and binding upon the Parties as to any matter or matters so submitted to arbitration and the Parties shall comply with the terms and conditions of the determination of the arbitrator or arbitrators. For greater clarity, there shall be no appeal from the award on any question of fact, law or mixed fact and law.

13.3 Costs of Dispute Resolution

The CCAC and the Service Provider shall each bear its own costs in connection with the dispute resolution processes set out in GC Sections 13.1 and 13.2, and the Parties shall equally bear the costs of the mediator and, if applicable, the arbitrator(s).

SECTION 14 GENERAL MATTERS

14.1 Notices and Consents

(1) Any notice, consent, approval, determination, demand or other communication required or permitted to be given or made under this Agreement ("Notice") by either Party shall be in writing and shall be,

(a) delivered in person on a Business Day;

(b) sent by prepaid courier service; or

(c) sent prepaid by e-mail or facsimile transmission or other similar means of electronic communication, which produces a paper record ("Electronic Transmission"), during a Business Day and sent subsequently by prepaid first class mail as confirmation,

and sent to the applicable address and identifying the person designated to receive Notices as set out in the Special Conditions.

(2) Each Notice sent in accordance with this GC Section 14.1 shall be deemed to have been received,

(a) on the day it was delivered if delivered in person or by prepaid courier service; or

(b) on the day that it was sent by Electronic Transmission, or at the start of business on the first Business Day thereafter if the day on which it was sent by Electronic Transmission was not a Business Day.

(3) Either Party may, from time to time, change its address for Notice by giving Notice to the other Parties as provided in this GC Section 14.1.

14.2 Waiver/No Election

(1) A waiver by a Party of any default, breach or non-compliance under this Agreement is not effective unless it is in writing, dated, and signed by the Party making such waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect to any continuing or subsequent default, breach or non-observance, whether of the same or any other nature.

(2) Resort to any remedy referred to in this Agreement or the exercise of any option in this Agreement shall not be construed as an election of remedies or a waiver of any other rights and remedies to which the Party is or may be entitled at law, in equity or otherwise, under this Agreement against the Party in breach. The rights of termination shall be cumulative and in addition to, and not in substitution for, any and all rights or remedies available to the non-defaulting Party against the defaulting Party.

14.3 Independent Contractor

In performance of this Agreement, the Service Provider is acting as an independent contractor. Nothing contained in this Agreement shall be deemed to create a partnership, association, joint venture or agency relationship between the Parties. Service Provider Personnel supplied by the Service Provider under this Agreement are not the CCAC's employees, personnel or agents (except for agency specifically with respect to the *Personal Health Information Protection Act* as set out in GC Section 5.1.1), and the Service Provider assumes full responsibility for its acts and omissions. The Service Provider shall be solely responsible for the payment of compensation to the Service Provider Personnel and Subcontractors assigned to perform Services under this Agreement, and such Service Provider Personnel and Subcontractors shall be informed that they are not entitled to the provision of any employee benefits of the CCAC. The Service Provider shall be responsible for payment of workers' compensation, disability benefits, employment insurance and all other similar payments and benefits and for withholding income taxes or other deductions with respect to all Service Provider Personnel. For the purpose of greater certainty, the Parties acknowledge and agree that the CCAC and the Service Provider are not common employers.

14.4 Amendments to Agreement

Except as otherwise expressly provided in this Agreement, no amendment of this Agreement will be effective unless it is in writing, dated, and signed by the Parties.

14.5 Survival

All obligations of the Parties set out in this Agreement that expressly or by their nature survive the termination or the expiry of this Agreement shall continue in full force and effect subsequent to the termination or expiry of this Agreement and until the obligations are satisfied or, by their nature,

expire. Obligations that shall survive the termination or expiry of this Agreement pursuant to this GC Section 14.5 include the obligations set out in GC Sections 3.6, 3.7, 5.1, 5.2, 5.4, 6.1, 6.2, 7.1, 9.1, 9.3, 12.1.2 and 14.7 and SS Sections 7.6, and 8.5.

14.6 Governing Law and Compliance with the Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract. In carrying out their obligations under this Agreement the Parties shall, at all times, be in compliance with the Applicable Law.

14.7 Attornment to Ontario Courts

Each Party agrees that, except as provided in GC Section 13,

(a) any action or proceeding relating to this Agreement shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;

(b) it irrevocably waives any right to, and will not, oppose any Ontario action or proceeding relating to this Agreement on any jurisdictional basis, including *forum non conveniens*; and

(c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this GC Section 14.7.

14.8 Force Majeure

14.8.1 General

(1) For the purposes of this Agreement, "Force Majeure" means an event that is,

(a) beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstances.

(2) Force Majeure includes,

(a) war, riots and civil disorder;

(b) storm, flood, earthquake or other severely adverse weather conditions;

(c) confiscation, expropriation or other similar action by a government body; and

(d) strikes, lockouts or similar labour actions, provided they are not caused by the Service Provider's unreasonable actions,

if such events meet the test set out in GC Section 14.8.1(1)(b).

(3) Force Majeure shall not include,

(a) any event that is caused by the negligence or intentional action of a Party or such Party's Subcontractors or agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to,

(i) take into account at the time of the execution of this Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under this Agreement.

(4) Force Majeure shall not include insufficiency of funds, failure to make any payment required hereunder, or an emergency situation as contemplated under GC Section 3.9.

14.8.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or default under, this Agreement to the extent that such failure to fulfill the Agreement obligation arose from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

14.8.3 Measures to be Taken

(1) A Party affected by an event of Force Majeure shall take all reasonable measures to fulfill its obligations under this Agreement with a minimum of delay.

(2) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 days after the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(3) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

14.8.4 Payments

During the period of the Service Provider's inability to perform the Services as a result of an event of Force Majeure, the CCAC shall continue to pay the Service Provider under the terms of this Agreement for any of the Services that it completes pursuant to this Agreement and in accordance with this Agreement and, except if the Force Majeure event is a strike, lockout or similar labour action, shall reimburse the Service Provider for additional costs that the CCAC agrees have been reasonably and necessarily incurred by the Service Provider during such period for the purpose of carrying out the Services. The CCAC shall not be obliged to meet the Required Market Share of the Service Provider or make Low Volume Payments in respect of the period of the Service Provider's inability to carry out the Services, or part thereof, as a result of an event of Force Majeure.

14.8.5 Consultation

Not later than 30 days after the Service Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

14.8.6 Alternative Arrangements for Services

(1) Notwithstanding any other rights that the CCAC may have under this Agreement and subject to GC Section 14.8.6(2), the CCAC may, during the period that the Service Provider is unable to provide any or all of the Services due to an event of Force Majeure, seek alternative sources of service, provided that such alternative sources are in respect of only those Services that the Service Provider is not able to deliver and shall be used only for the period that the Service Provider is not able to deliver those Services.

(2) If a Service Provider is a party to a collective bargaining agreement in respect of Service Provider Personnel, the Service Provider shall immediately notify the CCAC, in the format requested by the CCAC, upon the occurrence of any of the following:

(a) if a "notice to bargain" has been served by either party to the collective bargaining agreement during the last 90 days of the term of the collective bargaining agreement or at any other time permitted by the collective bargaining agreement;

(b) if either party to the collective bargaining agreement has requested that the Ministry of Labour appoint a conciliation officer;

(c) if consolation is unsuccessful and the conciliation officer advises the Ministry of Labour to issue a "no board report"; and

(d) when union members have voted on and ratified a new collective bargaining agreement.

(3) In anticipation of a strike, lockout or similar labour action, the CCAC and Service Provider shall meet to discuss a voluntary program for the transfer of care of Patients to alternative sources of service. If the CCAC and the Service Provider cannot agree on the terms of a voluntary program for the transfer of care of Patients, the CCAC may, in its sole discretion, transfer the care of Patients where necessary to ensure Patient safety. At the request of the CCAC, the Service Provider shall provide timely information regarding the transfer of Patients to the CCAC.

(4) Except as provided in GC Section 14.8.7, once the Service Provider has notified CCAC that the conditions giving rise to Force Majeure no longer exist, and has satisfied the CCAC that it can deliver the Services to the CCAC within the required time periods and in accordance with this Agreement, the CCAC will use its reasonable efforts to return to the Service Provider the Services that were the subject of the event of Force Majeure. The Service Provider acknowledges that the CCAC's reasonable efforts pursuant to this GC Section 14.8.6(1) may result in the failure to transfer the care of Patients back to the Service Provider if the CCAC determines that this would be disruptive to the Patient or the Patient's care.

14.8.7 Termination

If the event of Force Majeure exists for a period of more than 90 days and the Service Provider is unable, during that period, to provide, the majority or all Services as a result of the event of Force Majeure, the CCAC or the Service Provider may terminate this Agreement immediately (without notice) and the Service Provider shall be compensated in accordance with GC Section 12.1.2.

14.9 Assignment and Change of Control

(1) The Service Provider shall not assign or transfer this Agreement, or any of its rights or obligations under this Agreement, in whole or in part, without the prior consent of the CCAC, which

consent shall not be unreasonably withheld. The CCAC may, in its sole discretion, assign this Agreement without the consent of the Service Provider.

(2) Any direct change of control of the Service Provider shall not be permitted without the prior written consent of the CCAC. For the purposes of this GC Section 14.9(2) a "direct change of control" means a change in ownership, beneficial or otherwise, of at least 50% of the Service Provider's outstanding voting shares or units of ownership or a change in possession of the power to direct or cause the direction of the management of the Service Provider. For any change of control that is not a "direct change of control", the Service Provider shall provide the CCAC with advance notice and shall comply with the CCAC's request for additional information in respect of such change of control.

(3) The Service Provider shall reimburse the CCAC for any costs and expenses (including legal and advisory fees) incurred by the CCAC or the Ontario Association of Community Care Access Centres in relation to compliance with this GC Section 14.9.

14.10 Further Assurances

The Parties shall promptly do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, all such further assurances, instruments and documents and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

14.11 Counterparts

(1) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

(2) The Parties may execute the counterparts in either original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties but any Party providing its signature by fax shall promptly forward to the other Party an original of the signed copy of this Agreement that was faxed.

14.12 Enurement

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

14.13 Language

The Parties have required that this Agreement and all documents and Notices relating to this Agreement to be drawn up and interpreted in the English language.

14.14 Severability

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

14.15 Acknowledgement

Each Party hereby acknowledges having,

(a) read this Agreement before signing it;

(b) the authority to sign this Agreement; and

(c) received a copy of this Agreement.

APPENDIX A

CERTIFICATION OF COMPLIANCE

(See attached)

[Note to CCACs: The Form of Certification of Compliance attached as Appendix A should not be modified except to insert the name of the CCAC, the name of the Service Provider, the name(s) of the signatories and the date.]

CERTIFICATION OF COMPLIANCE

Prepared in accordance with the Directive to Local Health Integration Networks (LHINs) on Personal Support Services Wage Enhancement (2014)

TO: ***[Insert name of CCAC]***

FROM: ***[Insert name of Service Provider]***

DATE: October 15, 2014

With regard to the Directive to LHINs on Personal Support Services Wage Enhancement, 2014 (Directive), I certify that, to the best of my knowledge and belief, the provider has complied with its obligations set out in the Directive. In particular, I confirm that:

- The provider provided written notification to each individual to whom this increase applies on or before September 1, 2014, articulating the following:
  - The individual's baseline hourly rate.
  - The individual's new hourly rate.
  - The increase will be applied for hours worked on or after September 1, 2014.
  - The retroactive payment for hours worked between April 1, 2014 and August 31, 2014 will be paid in September 2014.

- All eligible individuals
  - Received a $1.50 hourly wage increase retroactive to April 1, 2014.
  - Earn no less than the new minimum base wage of $14.00 per hour retroactive to April 1, 2014.

- The wage increase was paid as follows:
  - The wage increase was applied to all hours worked on or after September 1, 2014.
  - Retroactive wage increases for hours worked between April 1, 2014 and August 31, 2014 were paid in September 2014.

Insert Signature

_____ _____

Insert Name of Highest Ranking Officer Date
Insert Position Title

I confirm that this certification of compliance has been approved by the board of the ***[Insert Name of Service Provider]***.

Insert Signature

_____ _____

Insert Name Date
Board Chair

Schedule 3

Services Schedule

Nursing

TABLE OF CONTENTS

THE SERVICES SCHEDULE
SCHEDULE 3 TO THE GENERAL CONDITIONS

SECTION 1 INTERPRETATION

1.1 Definitions

"**Adverse Event**" is defined in SS Section 5.5(3);

"**Annual Indicators**" is defined in SS Section 7.3(2)(h);

"**Annual Report**" is defined in SS Section 8.5(1);

"**Care Delivery Plan**" is defined in SS Section 3.1.2(1);

"**Care Delivery Plan Goals**" is defined in SS Section 3.1.2(3)(c);

"**Care Plan Goals**" is defined in SS Section 2.1.3(2)(f);

"**Caregiver**" means any individual who is responsible for the care of a Patient and who provides care to the Patient without remuneration, and includes the Patient's substitute decision-maker as defined in the *Home Care and Community Services Act*;

"**CCAC Assessment**" is defined in SS Section 2.1.2(2);

"**CCAC Care Coordinator**" means the care coordinator designated by the CCAC;

"**CCAC Community Services**" means professional services, personal support services and homemaking services, as defined in the *Home Care and Community Services Act,* that are funded by the CCAC;

"**CCAC Equipment and Supplies**" is defined in SS Section 4.2(1);

"**CCAC Policies and Procedures**" means the written policies and procedures of the CCAC provided to the Service Provider, as amended from time to time;

"**Change of Status Report**" is defined in SS Section 5.4(1);

"**College Standards and Guidelines**" means the standards, guidelines, procedures, policies, manuals and any other documentation produced and endorsed by the College of Nurses of Ontario, as amended from time to time;

"**Controlled Act**" means a controlled act as defined in the *Regulated Health Professions Act*;

"**Discharge Report**" is defined in SS Section 5.7(1)(b);

"**Emergency Plan**" is defined in SS Section 7.2(2)(e);

"**Equipment and Supplies**" means the Standard Equipment and Supplies, the CCAC Equipment and Supplies and, if applicable, the Equipment and Supplies provided by the CCAC pursuant to SS Section 4.1(2);

"***French Language Services Act***" means the Ontario *French Language Services Act*, R.S.O. 1990, Chapter F.32, as amended from time to time;

"**General Nursing Clinical Treatments**" is defined in SS Section 3.3.1(2);

"***Health Care Consent Act***" means the Ontario *Health Care Consent Act, 1996*, S.O. 1996, Chapter 2, Schedule A, as amended from time to time;

"***Health Protection and Promotion Act***" means the Ontario *Health Protection and Promotion Act*, R.S.O. 1990, Chapter H.7, as amended from time to time;

"***Home Care and Community Services Act***" means the Ontario *Home Care and Community Services Act, 1994*, S.O. 1994, Chapter 26, as amended from time to time;

"**Initial Report**" is defined in SS Section 5.3(1);

"**Listed CCAC Equipment and Supplies**" is defined in SS Section 4.2(1)(a);

"**Missed Care**" means any scheduled Fixed Period Visit or Hourly Visit to a Patient, authorized by the CCAC as part of the Patient Care Plan, that has been accepted by the Service Provider but that the Service Provider fails to attend and fails to reschedule in accordance with the Patient Care Plan and includes a Fixed Period Visit or Hourly Visit required by the Patient Care Plan that the Service Provider originally accepts and then subsequently informs the CCAC that it is unable to carry out;

"**Non-CCAC Community Services**" means community services, including professional services, personal support services and homemaking services and community support services, that are delivered to a Patient and that are not funded by the CCAC;

"**Non-CCAC Providers**" means providers of Non-CCAC Community Services and school personnel;

"***Nursing Act***" means the Ontario *Nursing Act, 1991*, S.O. 1991, Chapter 32, as amended from time to time;

"**Nursing Services**" means the services to be provided by the Service Provider to Patients and as set out in this Services Schedule;

"**Nursing Services Wait List**" means the list of Patients for whom,

(a) a Service Request has been made to all service providers with whom the CCAC has signed an agreement to provide nursing services but has been refused by all service providers;

(b) a Service Request has been made to a service provider but only partially accepted and the remaining Services have been refused by all service providers; or

(c) the CCAC intends to make a Service Request, but such Service Request has not yet been made for funding, resource or other reasons;

"**Orientation Sessions**" is defined in SS Section 7.4(1)(f);

"**Other CCAC Providers**" means providers of CCAC Community Services other than the Service Provider;

"**Other Equipment and Supplies**" is defined in SS Section 4.2(1)(b);

"**Part Quarter**" means either of the following periods, as applicable:

(a) the period commencing on the Starting Date and ending on the day before the beginning of the first complete Quarter in the Agreement Term; or

(b) the period commencing on the day after the last complete Quarter prior to the End Date and ending on the End Date;

"**Patient**" means any individual determined by the CCAC to be eligible to receive Nursing Services from the Service Provider;

"**Patient Care Plan**" is defined in SS Section 2.1.3(1);

"**Patient Case Conference**" is defined in SS Section 3.3.4(2)(a);

"**Patient Identifiers**" is defined in SS Section 2.1.3(2)(a);

"**Patient Interim Report**" is defined in SS Section 5.6(1);

"**Planned Discharge Date**" is defined in SS Section 2.1.3(2)(r);

"**Quality Management Program**" is defined in SS Section 7.3(1);

"**Quarter**" means any of the following three month periods:

(a) April 1st to June 30th;

(b) July 1st to September 30th;

(c) October 1st to December 31st; and

(d) January 1st to March 31st;

"**Quarterly Indicators**" is defined in SS Section 7.3(2)(g);

"**Quarterly Report**" is defined in SS Section 8.4(1);

"**Reason for Referral**" is defined in SS Section 2.1.2(3)(d);

"**Referral**" is defined in SS Section 2.2(1)(a);

"**Referral Information Package**" is defined in SS Section 2.3.2(1);

"**Refusal**" means a Service Provider's decision not to accept a Referral, a Resumption Request, a Service Increase or an Urgent Nursing Services Request, in accordance with this Services Schedule, when requested by a CCAC;

"***Regulated Health Professions Act***" means the Ontario *Regulated Health Professions Act, 1991*, S.O. 1991, Chapter 18, as amended from time to time;

"**Resumption Request**" is defined in SS Section 2.2(1)(b);

"**Risk Event**" is defined in SS Section 5.5(1);

"**Risk Event Report**" is defined in SS Section 5.5(5);

"**Risk Management Program**" is defined in SS Section 7.2(1);

"**RN**" means a registered nurse with a valid general certificate of registration as a registered nurse in Ontario under the *Nursing Act*;

"**RPN**" means a registered practical nurse with a valid general certificate of registration as a registered practical nurse under the *Nursing Act*;

"**Service Delivery Location**" is defined in SS Section 2.6(1);

"**Service Increase Request**" is defined in SS Section 2.2(1)(c);

"**Service Provider Assessment**" is defined in SS Section 3.1.1(1);

"**Service Provider Personnel**" means individuals employed, retained by, or acting on behalf of Service Providers or Subcontractors of the Service Provider;

"**Service Provider Policies and Procedures**" is defined in SS Section 7.7(1);

"**Service Requests**" is defined in SS Section 2.2(1);

"**Service Supervisors**" is defined in the Special Conditions of the Agreement;

"**Services**" means all services to be provided by the Service Provider in accordance with this Services Schedule and includes both services provided directly to the Patient and services provided to the CCAC;

"**Standard Equipment and Supplies**" is defined in SS Section 4.1(1);

"***Substitute Decisions Act***" means the Ontario *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30, as amended from time to time;

"**Unplanned Visit**" is defined in SS Section 3.4(2);

"**Urgent Nursing Services**" is defined in SS Section 2.4.3(1); and

"**Urgent Nursing Services Request**" is defined in SS Section 2.2(1)(d).

1.2 Supplementing the General Conditions

The provisions contained in this Services Schedule are intended to supplement the General Conditions for the purpose of providing greater specificity to the Services that the Service Provider shall perform.

SECTION 2 CCAC PLANNING AND REQUESTING DELIVERY OF NURSING SERVICES

2.1 Development of Patient Care Plan

2.1.1 General Planning

The CCAC shall plan for the delivery of Nursing Services and other CCAC Community Services to each Patient by,

(a) carrying out an assessment of the Patient pursuant to SS Section 2.1.2;

(b) providing the Service Provider with the CCAC Assessment pursuant to SS Section 2.1.2(2); and

(c) developing a Patient Care Plan pursuant to SS Section 2.1.3.

2.1.2 CCAC Assessment

(1) The CCAC shall assess the Patient's requirements for CCAC Community Services and Non-CCAC Community Services in accordance with the *Home Care and Community Services Act*.

(2) The CCAC shall provide the Service Provider with a report on the CCAC assessment (the "CCAC Assessment") in respect of each Patient to whom the Service Provider will deliver Nursing Services.

(3) The CCAC Assessment will include some or all of the following information:

(a) the Patient's personal information;

(b) a summary of the Patient's view of his or her requirements for CCAC Community Services and Non-CCAC Community Services;

(c) a summary of all assessments and information provided to the CCAC relating to the Patient's capacity, impairment and requirements for CCAC Community Services and Non-CCAC Community Services;

(d) a description of the Patient's health condition and functional limitations for which the CCAC will fund the provision of Nursing Services to the Patient by the Service Provider (the "Reason for Referral");

(e) a description of the Patient's health condition and functional limitations for which the CCAC will fund the provision of CCAC Community Services to the Patient by Other CCAC Providers;

(f) a description of any specific needs and preferences of the Patient, including preferences based on ethnic, spiritual, linguistic, familial and cultural factors;

(g) a description of the CCAC Community Services and Non-CCAC Community Services that the Patient is receiving;

(h) a description of any additional CCAC Community Service requirements of the Patient;

(i) a description of the availability of Non-CCAC Community Services to the Patient;

(j) a description of any other health conditions and functional limitations that will affect, or are likely to affect, the delivery of CCAC Community Services;

(k) identification of the equipment, supplies and medication requirements of the Patient;

(l) a list of the Caregivers that the CCAC has identified and the level of involvement of the identified Caregivers in the care of the Patient; and

(m) an assessment and identification of any known risks to the Patient, Caregiver or Service Provider Personnel.

2.1.3 Patient Care Plan

(1) The CCAC shall, in accordance with Applicable Law, prepare a plan of service for each Patient (the "Patient Care Plan").

(2) The CCAC shall, in its sole discretion, determine the format and content of the Patient Care Plan, which will include some or all of the following information:

(a) the Patient's name and the identification number used by the CCAC to identify the Patient (the "Patient Identifiers");

(b) the Service Delivery Location including the address;

(c) the starting date of delivery of Nursing Services;

(d) the Reason for Referral and any other health conditions and functional limitations that may have an impact on the delivery of Nursing Services;

(e) a description of Nursing Services to be delivered to the Patient by the Service Provider, including a general description of the types of General Nursing Clinical Treatments required, and the clinical pathway, if any, to be used to provide care to the Patient;

(f) a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient through the delivery of CCAC Community Services (the "Care Plan Goals");

(g) the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be delivered to the Patient;

(h) the expected starting dates and frequency of other CCAC Community Services to be delivered to the Patient or the wait list status of the Patient for other CCAC Community Services;

(i) a list of the Non-CCAC Community Services that the Patient is receiving;

(j) a list of other Non-CCAC Community Services that are available to the Patient;

(k) any requirements of the Service Provider to co-ordinate the delivery of Nursing Services with the Caregiver, Other CCAC Providers and Non-CCAC Providers;

(l) the CCAC Equipment and Supplies that the CCAC has ordered for the Patient;

(m) the communication or interpretation requirements of the Patient;

(n) the CCAC's authorization for the Patient to use the Ontario Drug Benefits Program, if granted;

(o) a list of any medication that has been ordered or prescribed for the Patient;

(p) any special instructions with respect to the delivery of Nursing Services, including any special instructions relating to,

(i) the Service Delivery Location; and

(ii) the timing of Fixed Period Visits and Hourly Visits;

(q) any contingency plans relating to the care of the Patient; and

(r) the date on which the Patient is expected to be discharged by the CCAC (the "Planned Discharge Date") for each CCAC Community Service.

(3) The CCAC may, in accordance with the *Home Care and Community Services Act*, update and revise the Patient Care Plan from time to time, including a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits.

(4) The CCAC shall notify the Service Provider with respect to any change to the Patient Care Plan that affects the delivery of Nursing Services.

(5) If the CCAC notifies the Service Provider with respect to a change to the Patient Care Plan pursuant to SS Section 2.1.3(4), the CCAC shall deliver to the Service Provider, at the Service Provider's request, a written description of the change to the Patient Care Plan.

2.2 Service Requests

(1) The CCAC shall request Nursing Services to be provided by the Service Provider,

(a) by a CCAC request to provide Nursing Services to a new Patient (a "Referral");

(b) by a CCAC request to resume Nursing Services to a Patient that has been "on hold" as defined by the Ministry of Health and Long-Term Care or CCAC Policies and Procedures (a "Resumption Request");

(c) by a CCAC request to increase Nursing Services to an active Patient (a "Service Increase Request"); and

(d) by a CCAC request to provide Urgent Nursing Services (an "Urgent Nursing Services Request"),

(collectively, "Service Requests"). The Service Provider shall be available to receive Service Requests during the hours and days set out in the Special Conditions of the Agreement.

(2) The CCAC shall make a Service Request to the Service Provider (and the Service Provider shall receive Service Requests) either by,

(a) personal contact by telephone;

(b) facsimile;

(c) voicemail; or

(d) other electronic means,

as instructed by the CCAC, in writing, from time to time.

(3) If the Service Provider refuses the Service Request pursuant to SS Sections 2.3.1(2), 2.4.1(1), 2.4.2(1) or 2.4.3(4), the Service Provider shall,

(a) provide reasons, in the format specified by the CCAC, for refusing the Service Request; and

(b) provide the earliest date on which the Service Provider can accept the Service Request.

(4) If the Service Provider refuses the Service Request pursuant to SS Section 2.3.1(2), 2.4.1(1), 2.4.2(1)or 2.4.3(4) or is considered to have refused the Service Request pursuant to SS Section 2.3.1(4) or 2.3.1(5), the CCAC may submit the Service Request to any Other CCAC Provider or place the Patient on the Nursing Services Wait List.

(5) Unless explicitly permitted otherwise in this Agreement, the Service Provider shall not repeatedly refuse the same type of Service Request on the basis of,

(a) the Service Delivery Location of the Patient;

(b) the day of the week or time of day of the required visit to the Patient;

(c) the number or frequency of Fixed Period Visits, Hourly Visits or hours specified in the Service Request;

(d) the type and magnitude of interventions required by the Patient;

(e) the ethnic, religious or linguistic characteristics or needs of a Patient; or

(f) any other similar characteristic of a Service Request.

For clarity, a consistent pattern of Refusal by a Service Provider of a particular type of Service Request puts the Service Provider in contravention of this Services Schedule, even if the Service Provider has met the Performance Standards for accepting a Referral pursuant to SS Section 2.3.1(2) or for accepting an Urgent Nursing Services Request pursuant to SS Section 2.4.3(3).

(6) Subject to SS Section 2.2(7), the CCAC may,

(a) submit the same Service Request to the Service Provider more than once; and

(b) if a Service Provider refuses the same Service Request more than once, count a Service Provider's Refusal of the same Service Request separately for the purposes of the Performance Standards Schedule.

(7) The CCAC shall not resubmit the same Service Request to a Service Provider prior to the earliest date provided by the Service Provider for accepting such Service Request pursuant to SS Section 2.2(3)(b).

2.3 Referrals

2.3.1 General

(1) The CCAC shall, in its sole discretion, determine the terms of the Referral, which may include,

(a) the Reason for Referral;

(b) a description of Nursing Services required;

(c) a range of starting dates and times on which the delivery of Nursing Services may begin;

(d) the frequency of Fixed Period Visits or Hourly Visits or both, required as applicable;

(e) the number of Fixed Period Visits or Hourly Visits or both, required as applicable;

(f) the type of Service Delivery Location;

(g) the general location of the Service Delivery Location in the Service Area;

(h) any safety risks to Service Provider Personnel that have been identified by the CCAC and that can be managed or mitigated by the Service Provider; and

(i) a description of any special requirements, including,

(i) any ethnic, spiritual, linguistic, familial and cultural requirements; and

(ii) any scheduling requirements.

(2) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Referral, accept or refuse the Referral. For clarity, for the purposes of this SS Section 2.3.1(2), the amount of time shall be calculated beginning at the time specified for the Service Provider to be able to receive Service Requests pursuant to SS Section 2.2(1). The Service Provider shall accept the percentage of Referrals required by the Performance Standards Schedule.

(3) Immediately after accepting a Referral, the Service Provider shall, unless otherwise directed by the CCAC, be responsible for the provision of Nursing Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the CCAC, until the Patient is discharged pursuant to SS Section 3.6.

(4) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.3.1(2), the CCAC shall consider the Referral as refused by the Service Provider.

(5) If the CCAC,

(a) attempts to make a Referral during the required hours of operation of the Service Provider (as required by the Special Conditions of the Agreement) and discovers that the Service Provider is not available to receive Referrals; or

(b) the Service Provider is unable to receive Referrals in the manner instructed by the CCAC,

the Service Provider shall be considered to have refused all Referrals that the CCAC would have referred to the Service Provider for the time periods for which SS Section 2.3.1(5)(a) or (b) apply.

2.3.2 Referral Information Package

(1) The CCAC shall prepare a Referral information package for each Patient (the "Referral Information Package").

(2) The Referral Information Package shall include,

(a) the Patient Identifiers;

(b) the Patient Care Plan;

(c) the CCAC Assessment;

(d) medical orders, where applicable;

(e) any communication or interpretation requirements of the Patient;

(f) any other information determined to be relevant by the CCAC; and

(g) an indication of necessary consents.

(3) The CCAC shall deliver the Referral Information Package to the Service Provider after the Referral has been accepted by the Service Provider pursuant to SS Section 2.3.1(2).

(4) Except as provided in SS Section 2.4.3(6), the Service Provider shall not deliver any Nursing Services to a Patient prior to receiving a Referral Information Package.

2.4 Other Service Requests

2.4.1 Resumption Requests

(1) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Resumption Request.

(2) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.1(1), the CCAC shall consider the Resumption Request as refused by the Service Provider.

(3) If the Service Provider refuses a Resumption Request, SS Section 2.3.1(4) shall apply to a Resumption Request by substituting the words "Resumption Request" for the word "Referral".

(4) If the Service Provider accepts a Resumption Request, the CCAC shall provide the following information to the Service Provider:

(a) If the Service Provider has previously received a Patient Care Plan for the Patient, the CCAC shall provide any changes or additions to the Patient Care Plan; and

(b) If the Service Provider has not previously received a Patient Care Plan for the Patient, the CCAC shall provide an updated Patient Care Plan.

(5) Immediately after accepting a Resumption Request, the Service Provider shall, unless otherwise directed by the CCAC, be responsible for the provision of Nursing Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the CCAC, until the Patient is discharged pursuant to SS Section 3.6.

2.4.2 Service Increase Requests

(1) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Service Increase Request.

(2) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.2(1), the CCAC shall consider the Service Increase Request as refused by the Service Provider.

(3) If the Service Provider refuses a Service Increase Request, SS Section 2.3.1(4) shall apply to a Service Increase Request by substituting the words "Service Increase Request" for the word "Referral".

(4) If the Service Provider accepts a Service Increase Request, the CCAC shall provide the following information to the Service Provider:

(a) If the Service Provider has previously received a Patient Care Plan for the Patient, the CCAC shall provide any changes or additions to the Patient Care Plan; and

(b) If the Service Provider has not previously received a Patient Care Plan for the Patient, the CCAC shall provide an updated Patient Care Plan.

(5) Immediately after accepting a Service Increase Request, the Service Provider shall, unless otherwise directed by the CCAC, be responsible for the provision of Nursing Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the CCAC, until the Patient is discharged pursuant to SS Section 3.6.

2.4.3 Urgent Nursing Services Requests

(1) If required by the needs of the Patient, the CCAC may request that a Service Provider carry out a visit to a Patient for whom the Service Provider is already providing Services or to a new Patient,

(a) no later than 4 hours after the CCAC makes the request or Referral, as applicable, unless a longer time is specified by the CCAC; or

(b) no later than 2 hours after the CCAC makes the request or Referral, but only if the Price Form specifies a special rate of the type required by SS Section 2.4.3(2),

("Urgent Nursing Services").

(2) A request for Urgent Nursing Services made pursuant to SS Section 2.4.3(1)(b) shall be paid at a Special Rate-Fixed Period or Special Rate-Hourly as specified in the Price Form.

(3) When requesting Urgent Nursing Services pursuant to SS Section 2.4.3(1), the CCAC shall, in its sole discretion, determine the terms of the request and shall specify the amount of time within which the Service Provider has to accept or decline the request. Each Service Provider shall be given the same amount of time within which to accept or decline the request. The Service Provider shall accept the percentage of Urgent Nursing Services requests required by the Performance Standards Schedule.

(4) The Service Provider shall notify the CCAC whether the Service Provider accepts or refuses the Urgent Nursing Services Request within the time period specified by the CCAC for responding to the request.

(5) If the CCAC does not receive notification from the Service Provider pursuant to SS Section 2.4.3(4) within the amount of time specified in the Urgent Nursing Services Request, the Service Provider shall be considered to have refused the Urgent Nursing Services Request.

(6) If the Service Provider accepts the Urgent Nursing Services Request, and it is a Patient for which a Referral Information Package has not previously been provided, the CCAC shall authorize the Service Provider to provide Nursing Services until the CCAC delivers a Referral Information Package for the Patient.

(7) Immediately after granting authorization to the Service Provider pursuant to SS Section 2.4.3(6), the CCAC shall provide the Service Provider with sufficient information to enable the Service Provider to provide Urgent Nursing Services.

(8) The Service Provider shall consult with the CCAC with respect to a plan of care for the Patient prior to providing Nursing Services pursuant to this SS Section 2.4.3.

2.5 Management of the Nursing Services Wait List

(1) The CCAC shall be solely responsible for the development and the management of the Nursing Services Wait List.

(2) The CCAC shall, in its sole discretion, determine the priority of each Patient on the Nursing Services Wait List.

(3) The CCAC shall update the Nursing Services Wait List weekly and shall provide a monthly status report on the Nursing Services Wait List to the Service Provider and, if applicable, Other CCAC Providers that provide nursing services.

2.6 Service Delivery Location

(1) The Service Provider shall deliver Nursing Services at any location in the Service Area specified by the CCAC (the "Service Delivery Location"). For greater certainty, a Service Delivery Location may be a Patient's home, a school, a long-term care home, a retirement home, a shelter, any other institution or any other location specified by the CCAC.

(2) The Service Provider shall comply with any applicable policies and procedures in place for a Service Delivery Location.

(3) If the Service Provider cannot immediately locate the Patient at the Service Delivery Location at the scheduled time for a Fixed Period Visit or Hourly Visit, the Service Provider shall take reasonable steps, having regard to the risks to the Patient, to locate the Patient at the Service Delivery Location.

(4) If the Service Provider cannot locate the Patient at the Service Delivery Location, the Service Provider shall notify the CCAC pursuant to SS Section 5.1(1)(d).

(5) The Service Provider shall ensure that Service Provider Personnel produce photo identification to the Patient and, if applicable, the Caregiver before entering the Service Delivery Location. The photo identification shall identify the Service Provider Personnel as an employee, agent or representative of the Service Provider. If the Service Delivery Location is a long-term care home, retirement home, school, institution or similar Service Delivery Location, the Service Provider shall ensure that Service Provider Personnel produce photo identification as required by the Service Delivery Location and, if applicable, before entering the Patient's individual residence in the Service Delivery Location.

(6) The Service Provider shall ensure that all written materials that are produced by the Service Provider and that are provided to the Patient at the Service Delivery Location state, in a clear manner, that the Services are being provided by the Service Provider pursuant to an agreement with the CCAC.

SECTION 3 SERVICE PROVIDER DELIVERY OF NURSING SERVICES

3.1 **Service Provider Assessment and Development of** Care Delivery Plan

3.1.1 Service Provider Assessment and Access to Resources

(1) The Service Provider shall, based on the CCAC Assessment and the Patient Care Plan, carry out a clinical assessment of each Patient's health condition and functional limitations as identified as the Reason for Referral in the CCAC Assessment (the "Service Provider Assessment").

(2) The Service Provider Assessment shall include,

(a) a review of the Referral Information Package;

(b) if necessary, additions to the CCAC Assessment with respect to,

(i) the Patient's view of his or her Reason for Referral;

(ii) any ethnic, spiritual, linguistic, familial and cultural needs or preferences of the Patient that may have an impact on the delivery of Nursing Services to the Patient;

(iii) the CCAC Equipment and Supplies requirements of the Patient;

(iv) the CCAC Community Services that the Patient is receiving; and

(v) the Non-CCAC Community Services that the Patient is receiving;

(c) consultation with the Caregiver, family members and members of the Patient's household, as necessary;

(d) identification of any Patient health conditions, functional limitations and Patient preferences that are not set out in the Referral Information Package;

(e) identification of any immediate safety concerns in the Patient's physical environment that are not set out in the Referral;

(f) consultation with the Patient's physician, as necessary;

(g) a determination of whether the medication required for the delivery of Nursing Services is available to the Patient and a review of all of the Patient's medication (including those prescribed and taken by the Patient); and

(h) a consent to treatment from the Patient.

(3) If the Service Provider identifies a health condition or functional limitation of a Patient that affects the delivery of Nursing Services that has not already been identified by the CCAC, the Service Provider shall carry out a clinical assessment of the identified health condition or functional limitation.

3.1.2 Care Delivery Plan

(1) For each Patient, the Service Provider shall prepare a written plan describing how the Service Provider and the Service Provider Personnel will deliver Nursing Services to the Patient (the "Care Delivery Plan").

(2) The Service Provider shall ensure that the Care Delivery Plan is in accordance with the Patient Care Plan.

(3) The Care Delivery Plan shall include,

(a) a description of the Patient's Reason for Referral;

(b) a summary of the Service Provider Assessment;

(c) a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient, including discharge planning, through the delivery of Nursing Services in accordance with the Care Delivery Plan (the "Care Delivery Plan Goals");

(d) the frequency of Fixed Period Visits and Hourly Visits, if any, as authorized by the CCAC in the Patient Care Plan or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the frequency, the amended frequency;

(e) the number of Fixed Period Visits and Hourly Visits, as authorized by the CCAC in the Patient Care Plan, if any or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the number of visits, the amended number of visits;

(f) a detailed plan of the General Nursing Clinical Treatments to be delivered to the Patient;

(g) an identification of whether Nursing Services, other than the Service Provider Assessment, will be provided to the Patient by a RN, a RPN, or both;

(h) strategies to manage identified safety risks at the Service Delivery Location;

(i) any contingency plans relating to the care of the Patient;

(j) if applicable, a list of the Controlled Acts that will be delegated by the Service Provider and the individuals who will be performing the Controlled Acts;

(k) if applicable, a list of the activities that will be taught by the Service Provider and the individuals who will be performing the activities under the direction of the Service Provider; and

(l) if applicable, a description of the CCAC Equipment and Supplies required by the Service Provider to deliver Nursing Services to the Patient.

(4) The Service Provider shall update and revise the Care Delivery Plan, as necessary and in accordance with the Patient Care Plan, to achieve the Care Plan Goals.

(5) The Service Provider shall carry out the Nursing Services, other than the Service Provider Assessment, in accordance with the Care Delivery Plan.

(6) If, at any time, the CCAC determines that the Care Delivery Plan does not comply with the Patient Care Plan or is deemed not to be an appropriate use of CCAC resources by the CCAC, the CCAC may require the Service Provider to make changes to the Care Delivery Plan and provide the CCAC with written confirmation, no later than five days after the CCAC's instruction to make changes, that the Care Delivery Plan has been revised.

(7) If a Service Provider accepts a Resumption Request or a Service Increase Request to provide Nursing Services to the Patient, in accordance with SS Section 2.4, the Service Provider shall prepare an updated Care Delivery Plan and shall ensure that it is in accordance with the updated Patient Care Plan prepared pursuant to SS Section 2.4.1(4) or 2.4.2(4), as applicable.

(8) If a Service Provider recommends a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient, the Service Provider shall request authorization from the CCAC Care Coordinator or designate, or recommend the change in the Patient's Initial Report or Change of Status Report and the CCAC may authorize the change pursuant to SS Section 2.1.3(3).

3.1.3 Substitute Decision-Makers

(1) If a Patient is incapable with respect to a treatment, admission to a care facility or a personal assistance service, as defined in the *Health Care Consent Act* and a substitute decision-maker is authorized under the *Health Care Consent Act*, to give or refuse consent on behalf of that Patient, the Service Provider shall consult with and obtain the consent of the substitute decision-maker, as required, to provide the Nursing Services.

(2) If the *Health Care Consent Act* does not apply and the Patient has given a written power of attorney for personal care pursuant to the *Substitute Decisions Act*, the Service Provider shall consult with and obtain the consent of the attorney under the power of attorney for personal care, as required, to provide the Nursing Services.

3.2 Assignment of Service Provider Personnel and Qualifications of Service Provider Personnel

3.2.1 Assignment of Service Provider Personnel – General

(1) The Service Provider shall assign to each Patient, Service Provider Personnel who meet the qualifications set out in the Special Conditions of the Agreement and who are capable of delivering the Nursing Services,

(a) as set out in the Care Delivery Plan;

(b) in accordance with College Standards and Guidelines; and

(c) in accordance with GC Section 3.3(1).

The Service Provider shall assign Service Provider Personnel to maximize continuity of care to each Patient in accordance with the Performance Standards.

(2) The Service Provider shall assign, to each Patient, Service Provider Personnel who are responsive to the ethnic, spiritual, linguistic, familial and cultural preferences of the Patient or Caregiver, if applicable, in accordance with the Patient Care Plan.

(3) If the Service Provider,

(a) is assigned a Patient that speaks only a language that is not one usually spoken among the various ethnic communities of the CCAC;

(b) has made its best efforts to find a family member or friend to interpret for the Patient; and

(c) has explored other available options to find an appropriate interpreter,

the Service Provider may request that the CCAC arrange and pay for interpretation services or communication services necessary to provide Nursing Services to the Patient and the CCAC shall consider the request reasonably. This SS Section 3.2.1(3) does not apply if the Patient's language is French, in which case the Service Provider shall be responsible for all costs and expenses of interpretation services or communication services, even if the circumstances set out in SS Section 3.2.1(3)(a), (b) and (c) apply. For clarity, the CCAC shall be obliged to pay for interpretation or communication services only if, in the CCAC's opinion, acting reasonably, the circumstances set out in SS Section 3.2.1(3)(a), (b) and (c) exist.

3.2.2 Access to Service Supervisors and Clinical Resources

(1) The Service Provider shall provide Service Provider Personnel with access to Service Supervisors.

(2) The Service Supervisors shall assist with the delivery of Nursing Services, as required by Service Provider Personnel.

(3) In addition to the assistance provided pursuant to SS Section 3.2.2(2), the Service Supervisors shall monitor and supervise the delivery of Nursing Services by Service Provider Personnel.

(4) During the hours of Service specified in SS Section 3.3.1(4), the Service Provider shall provide Service Provider Personnel with access to clinical advice and clinical reference resources relating to the delivery of Nursing Services to Patients.

3.3 Interventions

3.3.1 Clinical Treatments

(1) The Service Provider shall provide, to Patients, nursing that is within the scope of practice of nursing as set out in the *Nursing Act*.

(2) Without limiting the generality of SS Section 3.3.1(1) and subject to any additions or deletions to the list of general nursing clinical treatments set out in the Special Conditions of the Agreement, the Service Provider shall be capable and have the clinical expertise and resources available to provide the following general nursing clinical treatments:

(a) organizing and assisting Patients with physical activity and energy conservation and expenditure through activity and energy management interventions including,

(i) promoting body mechanics;

(ii) assisting with energy management; and

(iii) promoting exercise, including strength training and stretching;

(b) establishing and maintaining regular bowel and urinary elimination patterns in Patients and managing complications resulting from altered bowel and urinary patterns through elimination management interventions including,

(i) assisting with bowel management;

(ii) assisting with the management of urine elimination;

(iii) providing bowel care;

(iv) irrigating the bowel;

(v) providing bowel training;

(vi) managing constipation and impaction;

(vii) managing diarrhea;

(viii) reducing flatulence;

(ix) providing ostomy care;

(x) managing rectal prolapse;

(xi) irrigating the bladder;

(xii) assisting with pelvic muscle exercises;

(xiii) managing a pessary;

(xiv) maintaining urinary tubes;

(xv) providing urinary bladder training;

(xvi) inserting and maintaining urinary and intermittent urinary catheters;

(xvii) replacing supra-pubic catheters;

(xviii) assisting with the development of urinary habits;

(xix) providing incontinence care;

(xx) providing urinary retention care;

(xxi) providing assistance with self-care activities relating to toileting; and

(xxii) managing nephrostomy tubes;

(c) managing Patients' restricted body movement through immobility management interventions including,

(i) providing bed rest care;

(ii) maintaining casts;

(iii) positioning; and

(iv) providing care for Patients in traction;

(d) modifying or maintaining nutritional status of Patients through nutrition support interventions including,

(i) feeding;

(ii) administering enteral tube feeding;

(iii) providing nutritional education and advice;

(iv) monitoring nutritional status;

(v) administering total parenteral nutrition;

(vi) inserting nasal gastrointestinal tubes and maintaining nasal gastrointestinal tubes;

(vii) changing a balloon-style gastrointestinal tube;

(e) promoting comfort for Patients using physical techniques and physical comfort promotion interventions including,

(i) managing environmental comfort and safety;

(ii) applying heat or cold; and

(iii) managing,

(A) nausea;

(B) pain;

(C) pruritis; and

(D) vomiting;

(f) promoting comfort for Patients using physical techniques and self-care facilitation interventions including,

(i) assisting with and carrying out bathing;

(ii) assisting with and carrying out dressing and undressing;

(iii) assisting with or providing the following types of care:

(A) ear care;

(B) eye care;

(C) foot care;

(D) hair care;

(E) nail care;

(F) oral health care;

(G) perineal care;

(H) postmortem care; and

(I) prosthesis care; and

(iv) providing assistance with self-care activities;

(g) regulating electrolyte and acid-base balance in Patients and preventing complications from electrolyte imbalance through electrolyte and acid-base management interventions including,

(i) managing hyperglycemia;

(ii) managing hypoglycemia;

(iii) monitoring blood glucose levels;

(iv) providing peritoneal dialysis therapy; and

(v) providing hemodialysis therapy;

(h) facilitating desired effects of pharmacological agents in Patients through drug management interventions including,

(i) administering medication,

(A) into the ear;

(B) enterally;

(C) into the eye;

(D) epidurally;

(E) intradermally;

(F) intravenously;

(G) rectally;

(H) to the skin;

(I) subcutaneously;

(J) vaginally;

(K) orally;

(L) intramuscularly; and

(M) through inhalant;

(ii) assisting with chemotherapy management;

(iii) assisting with Patient-controlled analgesia;

(iv) maintaining venous access devices;

(v) managing side effects of medication; and

(vi) reviewing and reconciling medication with the involvement of the Patient at the time of Referral, transfer and discharge of the Patient;

(i) optimizing neurological function in Patients through neurological management interventions including,

(i) monitoring neurological function;

(ii) assisting with positioning requirements as they relate to a neurological disorder;

(iii) managing seizures; and

(iv) assisting with seizure precautions;

(j) promoting airway patency and gas exchange through respiratory management interventions including,

(i) managing airways;

(ii) suctioning airways;

(iii) managing anaphylaxis;

(iv) managing artificial airways;

(v) providing chest physiotherapy;

(vi) assisting with cough enhancement;

(vii) maintaining mechanical ventilation;

(viii) assisting with oxygen therapy;

(ix) monitoring respiration; and

(x) maintaining chest tubes;

(k) maintaining and restoring tissue integrity through skin wound management interventions including,

(i) providing amputation care;

(ii) providing incision site care;

(iii) providing pressure management;

(iv) providing pressure ulcer care;

(v) administering topical treatments to skin;

(vi) monitoring skin condition;

(vii) providing wound care;

(viii) non-surgical debridement of wounds;

(ix) removing sutures and staples;

(x) providing negative pressure wound therapy;

(xi) irrigating wounds; and

(xii) managing percutaneous drains;

(l) maintaining body temperature in Patients within a normal range, including treating fevers;

(m) optimizing the circulation of blood and fluids to the tissue through tissue perfusion management interventions including,

(i) reducing bleeding;

(ii) administering blood products;

(iii) providing hypodermoclysis therapy;

(iv) providing cardiac care;

(v) providing circulatory care relating to venous insufficiency;

(vi) providing circulatory care involving mechanical assist devices;

(vii) managing dysrhythmia;

(viii) providing peripheral and pulmonary embolus care;

(ix) assisting with fluid management;

(x) providing intravenous therapy;

(xi) maintaining central venous access catheters; and

(xii) providing phlebotomy for blood unit acquisition and venous blood samples, excluding the transport of blood products;

(n) assisting Patients to build on strengths to adapt to a change in function or achieve a higher level of function through coping assistance interventions including,

(i) assisting with body image enhancement;

(ii) enhancing coping abilities;

(iii) providing sexual counselling;

(iv) providing decision-making support;

(v) providing care to Patients with a terminal illness;

(vi) providing emotional support to Patients and Caregivers;

(vii) assisting Patients, Caregivers and Patient family members with grief management; and

(viii) assisting with support system enhancement;

(o) initiating risk reduction activities and monitoring risks to Patients over time through risk management interventions including,

(i) assisting with immunization and vaccination management;

(ii) promoting infection control;

(iii) managing dementia and responsive behaviours;

(iv) monitoring for home-acquired infections;

(v) monitoring risks for falls;

(vi) monitoring vital signs;

(p) assisting in the preparation for childbirth and management of the psychological and physiological changes before and immediately following childbirth, including providing neonatal phototherapy;

(q) providing and enhancing support services for the delivery of care by providing bedside laboratory testing and managing specimens, excluding the transport of blood products; and

(r) assessing a Patient's eligibility for funding under the Assistive Devices Program administered by the Ministry of Health and Long-Term Care's Operational Support Branch,

(the "General Nursing Clinical Treatments").

(3) For the purpose of recognizing the authors' intellectual property rights only, the CCAC and Service Provider acknowledge that the list of General Nursing Clinical Treatments set out in SS Section 3.3.1(2) is based on the *Nursing Interventions Classification*, 3d ed., Joanne C. McCloskey and Gloria M. Bulechek, ed., (Toronto: Mosby, Inc., 2000). The General Nursing Clinical Treatments as set out in this Services Schedule are not intended to be associated with or amended by that publication or any subsequent editions of that publication.

(4) The Service Provider shall be available 24 hours a day, 7 days a week to provide Nursing Services to Patients accepted by the Service Provider through the acceptance of a Service Request.

(5) The Service Provider shall provide General Nursing Clinical Treatments in accordance with the Care Delivery Plan to each Patient accepted by the Service Provider through the acceptance of a Service Request.

3.3.2 Health Teaching and Delegating

(1) The Service Provider shall provide health teaching services to the Patient and, if applicable, the Caregiver, Other CCAC Providers and Non-CCAC Providers, as required to meet the Care Delivery Plan Goals.

(2) The health teaching services required pursuant to SS Section 3.3.2(1) may include,

(a) developing a teaching plan that will enable the Patient to achieve the Care Delivery Plan Goals;

(b) teaching, in accordance with the Care Delivery Plan, the Patient techniques, activities, behaviour and knowledge relating to any of the General Nursing Clinical Treatments;

(c) teaching the Patient when and where to seek clinical and medical advice;

(d) teaching the Patient the use and storage of CCAC Equipment and Supplies in accordance with the Care Delivery Plan and the supplier's and manufacturer's guidelines, if applicable;

(e) informing the Patient with respect to CCAC procedures for the removal of CCAC Equipment and Supplies from the Service Delivery Location in accordance with CCAC Policy and Procedures;

(f) informing the Patient with respect to the proper disposal of medical biohazardous waste from the Service Delivery Location in accordance with CCAC Policies and Procedures;

(g) teaching the Patient the storage, use and disposition of medication in accordance with the Care Delivery Plan and pharmacist's or supplier's guidelines, if applicable;

(h) in accordance with the Care Delivery Plan, teaching and, if applicable, delegating tasks, including Controlled Acts, within the scope of practice of nursing to the Patient and, if applicable, to the Caregiver, Other CCAC Providers and Non-CCAC Providers, including teaching a regulated health professional a delegated task; and

(i) assessing and validating the ability of the Patient, Caregiver, Other CCAC Providers and Non-CCAC Providers to carry out or demonstrate acquired techniques, activities, behaviour, knowledge and tasks, including Controlled Acts, taught or delegated pursuant to this SS Section 3.3.2.

(3) With respect to the health teaching services provided pursuant to SS Sections 3.3.2(2)(b), (c), (d), (e), (f) and (g), the Service Provider shall also teach the Caregiver, if applicable, as required to meet the Care Delivery Plan Goals.

(4) The Service Provider shall obtain the approval of the CCAC before teaching or delegating tasks pursuant to SS Section 3.3.2(2)(h) to employees or agents of Other CCAC Providers.

3.3.3 Communication between the Service Provider and Patients and Caregivers

The Service Provider shall be available to respond to, and shall respond to, 24 hours a day, 7 days a week, any requests from a Patient accepted by the Service Provider through the acceptance of a Service Request and, if applicable, the Patient's Caregiver for,

(a) clinical assistance; and

(b) information,

relating to the Nursing Services being delivered to the Patient by the Service Provider in a timely manner that is responsive to the Patient's needs.

3.3.4 Cooperation

(1) The Service Provider shall cooperate with the CCAC, Caregivers, Other CCAC Providers and Non-CCAC Providers that are involved in providing CCAC Community Services and Non-CCAC Community Services to the Patient.

(2) The Service Provider's obligation to cooperate pursuant to SS Section 3.3.4(1) shall include,

(a) participating in meetings as requested by the CCAC, either in person or by telephone, to discuss a specific Patient Care Plan where a representative of the CCAC is present (a "Patient Case Conference");

(b) communicating with the CCAC, Caregivers, Other CCAC Providers and Non-CCAC Providers as required to provide Nursing Services;

(c) scheduling the delivery of Nursing Services in coordination with Other CCAC Providers and Non-CCAC Providers that deliver CCAC Community Services and Non-CCAC Community Services and in accordance with the Patient Care Plan; and

(d) any additional requirements set out in the Special Conditions of the Agreement.

(3) If the CCAC organizes a Patient Case Conference pursuant to SS Section 3.3.4(2)(a), the Service Provider shall assign Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the Patient Case Conference and to attend the Patient Case Conference. The CCAC shall pay the Service Provider for a Patient Case Conference either as a Fixed Period Visit or at an Hourly Rate, as determined by the CCAC.

3.4 Extended or Unforeseen Visits (The Unplanned Visit)

(1) If the Service Provider,

(a) cannot complete the Nursing Services that were assigned by the CCAC for a particular Fixed Period Visit or Hourly Visit;

(b) must extend a Fixed Period Visit or Hourly Visit; or

(c) must carry out an additional Fixed Period Visit or Hourly Visit, as applicable, that was not included in the Patient Care Plan,

the Service Provider shall immediately contact the applicable Care Coordinator or the Care Coordinator's designate to request an authorization for additional time.

(2) The CCAC will authorize additional time for the Service Provider in accordance with SS Section 3.4(3) (an "Unplanned Visit") only if the Unplanned Visit was reasonably required by unforeseen circumstances and was not required as a result of the act or omission of the Service Provider.

(3) If contacted by a Service Provider pursuant to SS Section 3.4(1), the Care Coordinator, or the Care Coordinator's designate, may, in its sole discretion,

(a) refuse to authorize further time or compensation;

(b) authorize an additional Fixed Period Visit or Hourly Visit, as applicable, for the Patient;

(c) authorize additional time at an Hourly Rate or a Special Rate; or

(d) authorize additional time on an alternate basis.

(4) In exceptional circumstances, the Care Coordinator may carry out the assessment pursuant to SS Section 3.4(2) and (3) after the Service Provider has carried out the applicable Nursing Services if,

(a) the Care Coordinator, in his or her sole discretion, determines that the Service Provider made reasonable efforts to contact the Care Coordinator or the Care Coordinator's designate prior to carrying out those Nursing Services; and

(b) the Service Provider Personnel contacted the Care Coordinator within 24 hours, or the next Business Day, after those Nursing Services were carried out.

(5) If the Service Provider Personnel cannot contact the CCAC to authorize an Unplanned Visit because the CCAC offices are not open and a Care Coordinator is not available, the CCAC will carry out the assessment pursuant to SS Section 3.4(3) after the Service Provider has carried out the applicable Nursing Services if and only if the Service Provider Personnel contacts the Care Coordinator within 24 hours, or the next Business Day, after those Nursing Services were carried out.

(6) If an Unplanned Visit is authorized pursuant to SS Section 3.4(3), the CCAC shall, if necessary, update or revise the Patient Care Plan.

(7) If the Service Provider provides an Unplanned Visit pursuant to SS Section 3.4(3) the Service Provider shall notify or provide a report to the CCAC pursuant to SS Section 5.1, 5.4 or 5.5.

(8) The CCAC may, in its sole discretion, limit the number of Unplanned Visits for a Patient.

3.5 Evaluating Services to Individual Patients

(1) The Service Provider shall, in consultation with the Patient and the Caregiver, evaluate,

(a) the Services delivered to the individual Patient; and

(b) the Patient's progress towards the Care Delivery Plan Goals.

(2) The Service Provider's evaluation pursuant to SS Section 3.5(1) shall include, as applicable,

(a) consulting the Patient and the Caregiver;

(b) analyzing and interpreting Patient Records;

(c) evaluating the effectiveness of the Care Delivery Plan; and

(d) subject to SS Sections 3.1.2(2) and 3.5(3), updating and revising the Care Delivery Plan in order to progress towards the Care Delivery Plan Goals.

(3) The Service Provider shall not update or revise the Care Delivery Plan pursuant to SS Section 3.5(2)(d) without the prior approval of the CCAC if the change to the Care Delivery Plan is,

(a) an increase in the frequency or the number of Fixed Period Visits or Hourly Visits to be provided; or

(b) a change to the Planned Discharge Date.

3.6 Discharge

(1) The Service Provider shall end its delivery of Nursing Services to a Patient if,

(a) the Care Delivery Plan Goals have been achieved;

(b) the CCAC notifies the Service Provider that the Patient has been discharged by the CCAC;

(c) the CCAC notifies the Service Provider that the Patient will be transferred to an Other CCAC Service Provider;

(d) the Service Provider has withdrawn Nursing Services pursuant to GC Sections 3.1.5 or 3.1.6; or

(e) the Service Provider or the CCAC has suspended or terminated the Agreement pursuant to GC Section 12.1 or 12.2.

(2) If the Nursing Services have ended pursuant to SS Section 3.6(1)(a), the Service Provider shall,

(a) unless the CCAC has discharged the Patient or notice has been given under another section of this Services Schedule, notify the CCAC; and

(b) submit a Discharge Report to the CCAC pursuant to SS Section 5.7.

(3) If the CCAC disagrees with the Service Provider's determination that the Care Delivery Plan Goals have been achieved and the Service Provider's decision to end its provision of Nursing Services to a Patient pursuant to SS Section 3.6(1)(a), the Service Provider and the CCAC shall meet, at a time and place specified by the CCAC, to review the Service Provider's decision.

SECTION 4 EQUIPMENT AND SUPPLIES

4.1 Supply of Standard Equipment and Supplies

(1) The Service Provider shall provide and maintain the following medical equipment and supplies at its own cost and expense,

(a) anaphylaxis kits containing epinephrine, alcohol swabs, needles, syringes and medical directive for administration of epinephrine;

(b) antiseptic and antibacterial soap and sanitizers;

(c) Patient-related educational materials related to the Nursing Services or the medical equipment and supplies;

(d) face shield/pocket mask/rescue mask for resuscitation;

(e) forceps;

(f) goggles;

(g) protective gowns;

(h) lubricating gel;

(i) surgical masks;

(j) non-sterile gloves;

(k) oral thermometers;

(l) rubbing alcohol;

(m) sphygmomanometers and blood pressure cuffs;

(n) stethoscopes;

(o) surgical and nail scissors;

(p) syringes and needles;

(q) tape measures;

(r) tongue depressors;

(s) portable Doppler machines; and

(t) disposable particulate respirator masks (with at least an N95 rating) including the associated fit testing for these respirator masks,

(the "Standard Equipment and Supplies").

(2) The CCAC may, in its discretion, provide the items set out in SS Sections 4.1(1)(e), (f), (g), (h), (i), (j) and (p), if the CCAC determines that those items are required for the ongoing treatment of a Patient.

(3) If the CCAC determines that a Patient requires an item for ongoing treatment pursuant to SS Section 4.1(2), then such item shall be deemed to be an item of CCAC Equipment and Supplies for that Patient.

(4) Except as provided in SS Section 4.1(5), the Service Provider shall not bear the cost for the provision of additional equipment and supplies (that is in addition to the Standard Equipment and Supplies) that are required to deal with a public health crisis in the Service Area if such public health crisis has been formally declared to exist by the World Health Organisation, the Chief Medical Officer of Health of the Province of Ontario or the applicable local Medical Officer of Health. If a public health crisis has been formally declared and a Service Provider is required to provide additional equipment and supplies to protect a Patient or the Service Provider Personnel in accordance with SS Section 4.1(5), the Service Provider shall be eligible for either reimbursement from the CCAC for the cost of providing the additional equipment and supplies or shall be eligible to receive additional equipment and supplies directly from the CCAC, at the discretion of the CCAC.

(5) Nothing in this SS Section 4, including a CCAC's decision as to whether to provide CCAC Equipment and Supplies to a Service Provider or to reimburse the cost of additional equipment and

supplies pursuant to SS Section 4.1(4), affects, in any way, the Service Provider's obligations to the Patients or the Service Provider Personnel under,

(a) the Applicable Law;

(b) any other College Standards and Guidelines or professional standard related in any way to the protection of the Patients or the Service Provider Personnel, including any clinical obligations that the Service Provider Personnel may have regarding preparedness for a public health crisis; or

(c) any direction from a governmental agency regarding a public health issue.

For clarity, the Service Provider shall comply with all directions of the Government of Ontario or the applicable local Medical Officer of Health relating to the stockpiling of equipment and supplies.

4.2 CCAC Equipment and Supplies

(1) The CCAC shall provide medical equipment or supplies that are not included in Standard Equipment or Supplies where,

(a) the medical equipment or supplies are on the CCAC's standard list of medical equipment and supplies to be provided by the CCAC, as the list is amended from time to time by the CCAC in the CCAC's sole discretion (the "Listed CCAC Equipment and Supplies"); and

(b) the medical equipment and supplies are not Standard Equipment and Supplies or Listed CCAC Equipment and Supplies but have been approved by the CCAC in accordance with SS Section 4.4 ("Other Equipment and Supplies"),

(the "CCAC Equipment and Supplies").

4.3 Requesting Listed CCAC Equipment and Supplies

(1) For those Listed CCAC Equipment and Supplies which have not already been ordered or provided by the CCAC, the Service Provider shall submit a request, to the CCAC, in the format specified by the CCAC and in accordance with the CCAC's instructions, for the Listed CCAC Equipment and Supplies required.

(2) The CCAC shall approve, clarify or decline a request for Listed CCAC Equipment and Supplies submitted pursuant to SS Section 4.3(1) no later than 3 Business Days after either,

(a) the submission of the request; or

(b) if the CCAC has a specified deadline for the submission of equipment and supply orders, the day of the deadline.

(3) If the CCAC does not notify the Service Provider that the request has been declined by the deadline set out in SS Section 4.3(2), the request is deemed to be approved.

(4) For all re-ordering of Listed CCAC Equipment and Supplies, the Service Provider shall submit requests as required for the care of the Patient and in a timely fashion that ensures the continuous availability of Listed CCAC Equipment and Supplies necessary to carry out the Nursing Services to the Patient as specified in the Patient Care Plan, and in accordance with this SS Section 4.3.

4.4 Requesting Other Equipment and Supplies

(1) The Service Provider may submit a request, to the CCAC, for Other Equipment and Supplies.

(2) The CCAC shall approve, clarify or decline a request for Other Equipment and Supplies submitted pursuant to SS Section 4.4(1) no later than 10 Business Days after either,

(a) the submission of the request; or

(b) if the CCAC has a specified deadline for the submission of equipment and supply orders, the day of the deadline.

(3) If the CCAC does not approve, clarify or decline the request by the deadline set out in SS Section 4.4(2), and the CCAC does not contact the Service Provider to indicate that additional time is necessary to consider the request, the request shall be deemed to have been declined by the CCAC.

4.5 Management of Equipment and Supplies

(1) The CCAC shall arrange for the delivery of CCAC Equipment and Supplies to either the Service Delivery Location or an alternate location as specified in the Special Conditions of the Agreement.

(2) If the CCAC has specified an alternate location for the delivery of CCAC Equipment and Supplies to the Service Provider in the Special Conditions (instead of delivery to the Service Delivery Location), the Service Provider shall pick-up all CCAC Equipment and Supplies at that alternate location, deliver the CCAC Equipment and Supplies to the Service Delivery Location and, if required, return the CCAC Equipment and Supplies to the alternate location.

(3) The Service Provider shall request and use all the Equipment and Supplies in a responsible manner and in a manner that minimizes waste and misuse, including,

(a) placing the Equipment and Supplies used by the Service Provider in a safe storage location at the Service Delivery Location in accordance with the supplier's and manufacturer's guidelines, if applicable;

(b) following standard health protection and infection control procedures when using and disposing of Equipment and Supplies;

(c) conducting minor cleaning of the Equipment and Supplies used by the Service Provider;

(d) replacing batteries, as needed, in the Equipment and Supplies used by the Service Provider in accordance with the supplier's and manufacturer's guidelines, if applicable;

(e) promptly reporting any problems with the CCAC Equipment and Supplies, including the failure of any equipment, to the CCAC; and

(f) monitoring usage of Equipment and Supplies required for the delivery of Nursing Services.

SECTION 5 NOTIFICATION AND SERVICE DELIVERY REPORTS

5.1 Notification Requirements

(1) The Service Provider shall immediately notify the CCAC Care Coordinator or designate if,

(a) the Service Provider is unable to proceed with a Fixed Period Visit or Hourly Visit as set out in the Patient Care Plan and such Fixed Period Visit or Hourly Visit has not been rescheduled in accordance with the Care Delivery Plan;

(b) the Patient is admitted unexpectedly to a hospital or a health care facility;

(c) a Caregiver is expected to be unable to provide care to a Patient for a significant period of time;

(d) the Service Provider encounters a Not Seen, Not Found Event; or

(e) a communicable or reportable disease, as defined in the *Health Protection and Promotion Act*, develops in a Patient, Caregiver, a Service Provider Personnel or any other person at the Service Delivery Location.

(2) The Service Provider shall notify the CCAC Care Coordinator or designate no later than 24 hours after the event if,

(a) the Service Provider is aware that there is a change in Non-CCAC Community Services; or

(b) the Service Provider has concerns regarding the effectiveness or lack of use of the CCAC Equipment and Supplies used in the delivery of Nursing Services, unless the Service Provider's concerns may pose a risk to the Patient, in which case the Service Provider shall treat the matter as a Risk Event.

5.2 Reports – General Requirements

(1) Except as provided in SS Section 5.2(2), all reports shall be submitted to the CCAC in writing. All reports shall be submitted in accordance with the requirements of the Performance Standards Schedule.

(2) The following exceptions to SS Section 5.2(1) apply:

(a) In respect of Risk Event reporting as defined in SS Section 5.5, the Service Provider shall provide an immediate oral report, followed by a written report before the deadline specified in SS Section 5.5(5);

(b) In respect of a change to the Patient's Planned Discharge Date, if the CCAC has a verbal or voicemail system for the purpose of such reporting, a written report is not required;

(c) In respect of a change to the Patient's requirements for CCAC Equipment and Supplies in accordance with SS Section 5.4(1)(b)(iv), if the CCAC has a verbal or voicemail system for the purpose of requesting CCAC Equipment and Supplies, a written report is not required; and

(d) In respect of a Change of Status Report as defined in SS Section 5.4(1), if the CCAC has specified in the Special Conditions to this Agreement that a written report is not required then a written report is not required.

5.3 Initial Reports

(1) The Service Provider shall submit a report to the CCAC Care Coordinator or designate for each Patient in the format specified by the CCAC (the "Initial Report").

(2) The Initial Report shall include,

(a) the Patient Identifiers;

(b) a summary of the Service Provider's Assessment or, in the case of children in school programs, a summary of the Service Provider's Assessment as of the date of the Initial Report;

(c) a summary of the Care Delivery Plan, for children in school programs to the extent that it has been developed, including,

(i) the Care Delivery Plan Goals;

(ii) the Planned Discharge Date; and

(iii) a list of the tasks, including Controlled Acts, that will be taught or, if applicable, delegated by the Service Provider, and a list of the individuals who will perform the tasks and, if applicable, the delegated Controlled Acts;

(d) the type of registered nurse who will be providing Nursing Services, if more than one type of registered nurse is permitted to provide Nursing Services;

(e) recommended changes to the Patient Care Plan, if any, including recommended changes to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient; and

(f) any other relevant information.

(3) The Service Provider shall submit the Initial Report no later than seven days after completing the initial Fixed Period Visit or Hourly Visit.

(4) If requested by the CCAC, prior to the submission of an Initial Report, the Service Provider shall notify the CCAC that a Service Provider Assessment has been completed.

(5) In the case of a Patient who is a child in a school program, the Service Provider shall provide a report to the CCAC Care Coordinator that completes the Service Provider's Assessment and summary of the Care Delivery Plan, to the extent that the information was not already provided as part of the Initial Report. The Service Provider shall submit this report no later than seven days after the completion of the Service Provider's Assessment.

5.4 Change of Status Reports

(1) The Service Provider shall provide a report to the CCAC Care Coordinator or designate in the format specified by the CCAC if,

(a) the Service Provider recommends changes to the Patient Care Plan; or

(b) there is a change in the Patient's Care Delivery Plan Goals or progress towards the Care Delivery Plan Goals that requires a change to the Care Delivery Plan in,

(i) the frequency of Fixed Period Visits or Hourly Visits;

(ii) the number of Fixed Period Visits or Hourly Visits;

(iii) the Planned Discharge Date;

(iv) the CCAC Equipment and Supplies requirements of the Patient; or

(v) the Controlled Acts that will be delegated by the Service Provider,

(the "Change of Status Report").

(2) The Change of Status Report shall include,

(a) the Patient Identifiers;

(b) a description of the change in the Patient's progress towards the Care Delivery Plan Goals;

(c) an assessment of why the change in the Patient's progress towards the Care Delivery Plan Goals occurred;

(d) changes to the Care Delivery Plan, if any; and

(e) recommended changes to the Patient Care Plan, if any.

(3) The Service Provider shall submit a Change of Status Report in a time sensitive manner considering the Patient's change in status but, in any event, no later than 48 hours after the end of the Fixed Period Visit or Hourly Visit when the Service Provider Personnel identified the change in the progress of Patient care.

(4) The Service Provider shall not make any changes to the Care Delivery Plan that are not consistent with the Patient Care Plan.

5.5 Risk Event Reporting

(1) For the purposes of the Service Provider's notification requirements set out in this SS Section 5.5, a risk event means an unforeseen event that has given rise to or may reasonably be expected to give rise to danger, loss or injury relating to the delivery of the Nursing Services, including danger, loss or injury to the Patient, Caregiver, Service Provider Personnel or loss or damage to the CCAC or the Service Provider (a "Risk Event").

(2) For the purpose of SS Section 5.5(1), a Risk Event includes,

(a) an improper procedure or intervention;

(b) a situation where the Service Provider is aware that medical orders have not been followed;

(c) a Patient injury;

(d) a Patient fall;

(e) a medication error;

(f) a situation where the Service Provider believes that an infectious disease at the Service Delivery Location that was required to be reported has not been reported;

(g) the actual or potential abuse of a Patient;

(h) an actual or alleged theft at the Service Delivery Location;

(i) the unexpected death of a Patient;

(j) any unsecured animals at the Service Delivery Location;

(k) any unsecured weapons at the Service Delivery Location;

(l) an unsafe Patient environment;

(m) any abuse or threat of injury to Service Provider Personnel related to the delivery of Nursing Services;

(n) a Privacy and Security Event as defined in GC Section 1.1;

(o) an instance of Missed Care;

(p) a situation where Nursing Services declined by the Patient;

(q) a situation where Nursing Services refused by Service Provider Personnel due to a risk issue;

(r) any accidental damage to property at the Service Delivery Location;

(s) the late delivery or delivery to the incorrect location of CCAC Equipment and Supplies;

(t) any medical equipment required for the delivery of Nursing Services that is soiled or malfunctioning;

(u) the Service Provider believes that a risk to the Patient or the Service Provider exists that was known to the CCAC but was not communicated to the Service Provider by the CCAC; and

(v) the commencement of a claim, legal proceeding or police investigation relating to a Patient that involves the Service Provider or the CCAC.

(3) An "Adverse Event" is any Risk Event that meets the following three criteria:

(a) the Risk Event is related to a Patient;

(b) the Risk Event causes an unintended injury to the Patient or complication that results in disability, death or increased use of healthcare resources; and

(c) the Risk Event is caused by healthcare management, including any care or treatment provided as part of a formal care plan that is provided by healthcare workers, formal or informal caregivers or as self-care by the Patient.

(4) The Service Provider shall immediately orally notify the CCAC Care Coordinator or designate, if

(a) a Risk Event occurs that involves,

(i) the safety of the Patient or any person involved in the Patient's care;

(ii) the Patient's ability to receive Nursing Services;

(iii) the Service Provider's ability or suitability to deliver Nursing Services; or

(iv) a Privacy and Security Event as defined in GC Section 1.1, or

(b) an Adverse Event occurs.

(5) Except as set out in SS Section 5.5(7), in addition to the oral notice pursuant to SS Section 5.5(4), the Service Provider shall submit a report to the CCAC Care Coordinator or designate when a Risk Event occurs (the "Risk Event Report") or no later than 3 days after the Risk Event. If, in the CCAC's opinion, acting reasonably, the Risk Event Report is required urgently, the CCAC may require the Service Provider to submit the Risk Event Report sooner than 3 days after the Risk Event.

(6) The Risk Event Report shall include, if applicable,

(a) the Patient Identifiers;

(b) the date and approximate time of the Risk Event;

(c) a detailed description of the Risk Event, including the names of any witnesses to the Risk Event;

(d) the name of the Service Provider Personnel involved;

(e) a description of the Service Provider's response to the Risk Event;

(f) a description of the actions taken by the Service Provider to address the Risk Event; and

(g) whether the Risk Event is an Adverse Event.

(7) If specified by the CCAC, the Service Provider may submit a Risk Report for any instance of Missed Care verbally, provided that,

(a) the CCAC has a verbal or voicemail system for the purpose of such reporting; and

(b) the Missed Care has not given rise, nor can it be expected to give rise to, danger, loss or injury to the Patient or the Caregiver.

5.6 Patient Interim Reports

(1) The Service Provider shall provide a report to the CCAC Care Coordinator or designate, upon the reasonable request of the CCAC Care Coordinator or designate, with respect to the progress of the Patient toward meeting the Care Delivery Plan Goals if the CCAC requires information about the Patient (the "Patient Interim Report").

(2) The Patient Interim Report shall include,

(a) the schedule of Nursing Services for the Patient;

(b) the Patient's current health condition and functional status at the time of the last Fixed Period Visit or Hourly Visit, if the Patient's health condition or functional status is different than as indicated in the last report provided to the CCAC with respect to that Patient;

(c) a description of the progress made towards the Care Delivery Plan Goals;

(d) the reasons for any failure to progress towards the Care Delivery Plan Goals; and

(e) any additional feedback as reasonably requested by the CCAC Care Coordinator or designate.

(3) The Service Provider shall submit a Patient Interim Report no later than 3 days after the CCAC's request, unless otherwise agreed by the CCAC Care Coordinator or designate.

(4) For Patients receiving Nursing Services for a period in excess of six months, if the CCAC intends to request regular Patient Interim Reports, the CCAC shall provide the Service Provider with a schedule, in advance, of any of the regular Patient Interim Reports that the CCAC intends to request.

5.7 Discharge Reports

(1) When the Service Provider has discontinued the delivery of Nursing Services to a Patient pursuant to SS Section 3.6, the Service Provider shall,

(a) notify the CCAC Care Coordinator or designate; and

(b) provide a report to the CCAC Care Coordinator or designate with respect to the discharged Patient (the "Discharge Report").

(2) The Discharge Report shall include, if applicable,

(a) the date and description of the last Fixed Period Visit or Hourly Visit;

(b) the Patient's health condition and functional status at the time of the last Fixed Period Visit or Hourly Visit;

(c) the reasons for discontinuing the delivery of Nursing Services to the Patient;

(d) a description of the progress made towards the Care Delivery Plan Goals;

(e) the reasons for any failure to meet the Care Delivery Plan Goals; and

(f) recommendations with respect to further requirements for CCAC Community Services, Non-CCAC Community Services and CCAC Equipment and Supplies.

(3) The Service Provider shall submit a Discharge Report in the format specified by the CCAC no later than,

(a) seven days after the CCAC's recorded discharge date for the Nursing Services for that Patient; and

(b) in the case of Patients who are in school programs, no later than seven days after the Patient is discharged.

SECTION 6 EXPERT ADVICE AND ASSISTANCE

6.1 Expert Advice and Assistance

(1) The Service Provider shall provide, at the reasonable request of the CCAC, ongoing advice and assistance to the CCAC in respect of all matters relating to,

(a) the delivery of the Services; and

(b) the Equipment and Supplies relating to the delivery of the Services.

(2) The Service Provider's advice and assistance pursuant to SS Section 6.1(1) shall include,

(a) advising the CCAC with respect to new developments and initiatives in the delivery of Nursing Services;

(b) assisting the CCAC in implementing new methods for the delivery of Nursing Services;

(c) advising the CCAC with respect to new equipment and supplies available in the marketplace and their application to the delivery of Nursing Services;

(d) providing expertise to support the CCAC's planning activities;

(e) participating on CCAC committees with respect to the delivery of Services; and

(f) assisting with media relations and issues.

SECTION 7 ORGANIZATIONAL REQUIREMENTS

7.1 Information Systems

(1) The Service Provider shall have information systems in place to manage information in an efficient and effective way that allows the ready retrieval of information. The Service Provider's information systems shall include,

(a) a system to store, format and transmit information to the CCAC;

(b) a system to ensure its information systems are compatible with the CCAC information systems;

(c) a system to track Patient information;

(d) a system to track Performance Standards set out in the Performance Standards Schedule;

(e) a system to document and manage requests for CCAC Equipment and Supplies; and

(f) an internal auditing system to ensure that Requests for Payment submitted by the Service Provider to the CCAC are consistent with the Fixed Period Visits or Hourly Visits completed by Service Provider Personnel.

(2) The Service Provider shall have a Patient satisfaction monitoring system that includes,

(a) plans to communicate to Patients and, if applicable, to Caregivers that complaints regarding the Service Provider's delivery of Nursing Services may be submitted directly to the CCAC or to the Service Provider;

(b) a system to receive, handle, respond to and track all Patient and, if applicable, Caregiver queries, complaints and requests including queries, complaints and requests with respect to,

(i) Service Provider Personnel; and

(ii) the quality of Nursing Services delivered by the Service Provider; and

(c) a system for conducting Patient and Caregiver satisfaction surveys in coordination with the CCAC on a frequency and schedule approved by the CCAC, acting reasonably.

7.2 Risk Management Program

(1) The Service Provider shall implement a risk management program to identify, assess, analyse, prepare for, manage, mitigate, and, if applicable, prevent,

(a) safety risks at the Service Delivery Location, including physical, environmental and psycho-social risks, for the Patient, the Caregiver and Service Provider Personnel that affect or may affect the health of the Patient or the delivery of Nursing Services; and

(b) organizational risks for the Service Provider that affect or may affect the delivery of the Services,

(the "Risk Management Program").

(2) The Risk Management Program shall include,

(a) strategies and procedures for communicating safety risks to the Patient, the Caregiver, the CCAC and Other CCAC Providers;

(b) strategies for communicating organizational risks to the CCAC;

(c) a program to track and assess financial risks, contingencies, liabilities and irregular transactions and the provision of advance notice to the CCAC in the event of negative financial performance;

(d) a program to track and report Risk Events to the satisfaction of the CCAC;

(e) procedures for the Service Provider to follow when encountering emergency, disaster or unforeseen situations and a plan to train and prepare Service Provider Personnel for emergencies, disasters and unforeseen situations in accordance with the Risk Management Program, including regular drills and testing, (the "Emergency Plan"), including,

(i) natural disasters;

(ii) war or other hostilities;

(iii) severe weather;

(iv) terrorist acts;

(v) public infrastructure failure;

(vi) strikes, lock-outs or other labour actions and disruptions;

(vii) failure of Service Provider infrastructure;

(viii) failure or major disruption of Service Provider information or communication systems;

(ix) fire;

(x) Patient-specific medical emergencies;

(xi) a plan for reporting to the CCAC regarding all Patient Care Plans to facilitate transition to another service provider in the event that the Service Provider is unable to deliver the Nursing Services due to a public health crisis;

(xii) abuse of a Patient, Caregiver or Service Provider Personnel;

(xiii) accident or injury to a Patient, Caregiver or Service Provider Personnel;

(xiv) legal proceedings against the Service Provider; and

(xv) insolvency or bankruptcy of the Service Provider;

(f) policies and procedures for managing and reporting on Patients, Caregivers, and Service Provider Personnel with communicable diseases and reportable diseases as defined in the *Health Protection and Promotion Act*;

(g) policies and procedures for managing the protection of Service Provider Personnel, Patients and Caregivers from communicable and reportable diseases through the implementation of health protection and infection control procedures; and

(h) technologies available to the Service Provider to protect and back-up information and communication systems in the event of failure or disruption.

(3) The Emergency Plan shall be consistent with the CCAC's emergency plan.

7.3 Quality Management Program

(1) The Service Provider shall implement a program to monitor, record, evaluate and improve the Service Provider's performance in the delivery of the Services (the "Quality Management Program") that,

(a) develops an annual continuous quality improvement plan that aligns with the CCAC's annual continuous quality improvement plan;

(b) employs valid and reliable tools and techniques for process analysis;

(c) results in decisions that are based on reliable data, information and performance analysis;

(d) establishes a process for identifying, implementing and maintaining improvements;

(e) is designed to track the Service Provider's record of improvements in business practices and delivery of the Services; and

(f) involves Service Provider Personnel, at all levels, in the improvement process.

(2) The Quality Management Program shall include,

(a) the incorporation of the Performance Standards set out in the Performance Standards Schedule into the Service Provider's existing quality management plan, and the measurement and reporting on Performance Standards;

(b) the measurement and tracking of performance indicators developed and tracked by the Service Provider, in addition to Quarterly and Annual Indicators, relating to the quality of Nursing Services delivered by the Service Provider;

(c) the implementation of corrective action where a Performance Standard is not achieved;

(d) the implementation of clinical outcome measurement tools;

(e) the monitoring and reporting of any corrective action taken pursuant to SS Section 7.3(2)(c) and the results of the corrective action;

(f) the review, assessment and improvement of organizational processes on a regular basis;

(g) the measurement and reporting of the following information related to the delivery of Nursing Services by the Service Provider in each Quarter or Part Quarter (the "Quarterly Indicators"):

(i) the number of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter divided by the number of Patients in the applicable Quarter or Part Quarter;

(ii) the types of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter; and

(iii) the number of Patient Records returned by Service Provider Personnel or the Patient to the Service Provider in the applicable Quarter or Part Quarter divided by the number of Patients discharged in the applicable Quarter or Part Quarter; and

(h) the measurement and reporting of a summary of the results of any Patient or Caregiver satisfaction surveys undertaken by the Service Provider in the applicable Fiscal Year (the "Annual Indicators").

(3) In addition to the indicators measured by the Service Provider pursuant to SS Sections 7.3(2)(g) and (h), the Service Provider shall, as agreed by the CCAC and the Service Provider, collect any other information relating to the Nursing Services and report the information to the CCAC.

(4) The Service Provider acknowledges and agrees that the CCAC may implement a standard provincial performance management framework during the Agreement Term.

(5) The Service Provider acknowledges and agrees that the CCAC intends to disclose, to the public, on a periodic basis, information with respect to the Service Provider's performance of its obligations under this Agreement in relation to the Performance Standards and applicable Health Quality Ontario indicators and that, in accordance with GC Section 7.2, such disclosure is permitted.

7.4 Human Resources Requirements

(1) The Service Provider shall manage the recruitment, retention, training, deployment, development, supervision and performance of the Service Provider Personnel to,

(a) recruit and retain an appropriate number of Service Provider Personnel to provide Nursing Services to Patients as referred to the Service Provider by the CCAC;

(b) recruit and retain Service Provider Personnel that,

(i) have the necessary experience and qualifications to provide Nursing Services, including the experience and qualifications set out in the Special Conditions of the Agreement;

(ii) recognize, are sensitive to and can respond to the ethnic, spiritual, linguistic, familial and cultural needs of the Service Area population; and

(iii) have skills to meet the communication needs of the Service Area population;

(c) recruit a sufficient number of Service Supervisors that are regulated health professionals that have the necessary management qualifications and experience to monitor, assist and supervise RNs and RPNs and, if applicable, have the additional experience and qualifications set out in the Special Conditions of the Agreement;

(d) verify the qualifications of Service Provider Personnel on a continual basis;

(e) implement appropriate screening measures for Service Provider Personnel;

(f) provide orientation programs that include education for new Service Provider Personnel with respect to Service Provider Policies and Procedures and CCAC Policies and Procedures (the "Orientation Sessions");

(g) ensure that Service Provider Personnel are familiar with, and follow, the requirements of the Bill of Rights as set out in the *Home Care and Community Services Act*;

(h) monitor new developments in the delivery of Nursing Services and the skills needed to provide new delivery methods;

(i) monitor, in each Fiscal Year, the types of Service Provider Personnel who cease to work for the Service Provider;

(j) report on initiatives undertaken by the Service Provider to respond to anticipated changes in the labour market for RNs and RPNs;

(k) provide a comprehensive training and development program for Service Provider Personnel;

(l) provide anti-discrimination and anti-harassment education to Service Provider Personnel;

(m) regularly evaluate the performance and competency of Service Provider Personnel;

(n) manage any restrictions on a Service Provider Personnel's RN or RPN certificate of registration;

(o) if the CCAC is a designated agency or operates in a designated area as defined in the *French Language Services Act* and as specified in the Special Conditions of the Agreement,

(i) recruit and retain Service Provider Personnel who have the necessary experience and qualifications to provide Nursing Services in French; and

(ii) verify the French language skills of Service Provider Personnel who provide Nursing Services in French; and

(p) verify that each Service Provider Personnel who will provide Nursing Services has obtained a Canadian Police Information Centre computer check and provides an annual offence declaration.

(2) The Service Provider acknowledges and agrees that it shall have sole responsibility for hiring, training, management, administration, supervision, discipline and dismissal of Service Provider Personnel.

7.5 CCAC Participation in Service Provider Orientation Sessions

(1) In order to educate Service Provider Personnel with respect to the CCAC and the role of CCAC Care Coordinators, the CCAC may elect to attend and participate in any Orientation Session. Participation by the CCAC may include the distribution of CCAC materials to Service Provider Personnel.

(2) If the CCAC elects to participate in any Orientation Session, and the CCAC informs the Service Provider that it wishes to participate, the Service Provider shall keep the CCAC informed of the schedule of Orientation Sessions.

7.6 Patient Transition Plan

7.6.1 Start-up Transition

(1) The Service Provider shall implement the CCAC's transition plan, for the transition of the care of Patients from Other CCAC Providers at the beginning of the Agreement Term.

(2) In implementing the CCAC's transition plan pursuant to SS Section 7.6.1(1), the Service Provider shall,

(a) develop and implement a system of status reporting for each Patient when transitioning Patients from the Other CCAC Providers;

(b) provide a weekly report to the CCAC on the Service Provider's success or failure in retaining sufficient Service Provider Personnel to provide Nursing Services at the Service Provider's Required Market Share;

(c) cooperate with the CCAC, and the Other CCAC Providers, during the implementation of the transition plan;

(d) communicate to transitioned Patients and, if applicable, Caregivers with respect to a transition in a manner consistent with the CCAC's transition communication plan;

(e) regularly and in a timely manner, report transition problems to the CCAC; and

(f) attend meetings at a frequency determined by the CCAC to discuss transition issues.

7.6.2 End Date Transition

(1) If the Service Provider will cease to provide Services to CCAC Patients after the End Date, in the 90 days immediately prior to the End Date, the Service Provider shall carry out the transition of the Patients to whom it has been providing Services to the Other CCAC Providers.

(2) The Service Provider shall carry out the End Date transition in accordance with the instructions of the CCAC and shall,

(a) communicate with the CCAC's Patients, on all transition matters, as generally instructed by the CCAC;

(b) gradually, as instructed by the CCAC, reduce the number of Patients served by the Service Provider prior to the End Date;

(c) refrain, and direct and enforce that the Service Provider Personnel refrain from making complaints to Patients about why the Service Provider's Agreement is terminating;

(d) cooperate with Other CCAC Providers in transitioning Patients, including carrying out joint visits to Patients with the Other CCAC Providers;

(e) in respect of Service Provider Personnel that the Service Provider intends to lay-off or terminate, cooperate with Other CCAC Providers who may wish to retain those employees;

(f) prepare Discharge Reports for all Patients under the care of the Service Provider; and

(g) attend transition meetings at a frequency determined by the CCAC, to discuss transition issues.

7.7 Service Provider Policies and Procedures

(1) The Service Provider shall implement policies and procedures for the delivery of the Services (the "Service Provider Policies and Procedures").

(2) The Service Provider shall ensure that all Service Provider Personnel understand and follow the Service Provider Policies and Procedures.

7.8 Change Management Program

(1) The Service Provider shall implement a change management program which supports the successful implementation and sustainability of defined change.

SECTION 8 MEETINGS, COMMUNICATION, CLIENT RECORDS AND ORGANIZATIONAL REPORTING

8.1 Meetings between the Service Provider and CCAC

(1) The Service Provider shall meet with the CCAC on a quarterly basis, at the CCAC's request and at the time and place specified by the CCAC, to discuss issues that are not specific to individual Patients, or more frequently at the CCAC's request.

(2) The CCAC may request that the Service Provider assign specific Service Provider Personnel to attend a meeting. The Service Provider shall assign the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the meeting.

8.2 Communication with the CCAC

(1) The Service Provider shall reply to all requests from the CCAC for information in accordance with the following deadlines:

(a) for an urgent request, as specified by the CCAC at the time of the request, no later than 30 minutes from the time of the request; and

(b) for all other requests for information, no later than 24 hours from the time of the request.

(2) The CCAC may request that specific Service Provider Personnel respond to the CCAC's request for information. The Service Provider shall make available the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the request for information.

(3) The Service Provider may provide feedback to the CCAC with respect to the appropriateness of Referrals, complaints from Patients and Caregivers about the CCAC and general comments regarding the effectiveness of the CCAC Community Services.

(4) The Service Provider shall immediately notify the CCAC if an unforeseen event occurs that has affected or may reasonably be expected to affect the Service Provider's ability or suitability to deliver Nursing Services including,

(a) the decision of the Service Provider to initiate bankruptcy or insolvency proceedings;

(b) the receipt by the Service Provider of a coroner's warrant for seizure or a warrant for a coroner's inquest;

(c) an illegal act is alleged to have been committed by the Service Provider while delivering the Services;

(d) the filing of any mandatory reports by the Service Provider with the governing professional college with respect to any Service Provider Personnel;

(e) the imposition or issuance of an order or decision against a Service Provider Personnel by the governing professional college;

(f) a request for information regarding current or former Patients is made by any Third Party; and

(g) the Service Provider at any time fails to meet the Performance Standards for SS Sections 2.3.1(2) or 2.4.3(3).

8.3 Service Provider Audit of Patient Records

The Service Provider shall carry out random audits of Patient Records that are maintained by Service Provider Personnel to ensure that the Patient Records are maintained in accordance with College Standards and Guidelines. Audits shall be carried out at least once per Fiscal Year and shall use a 95% confidence level and a confidence interval of 10% to determine the sample size, or less if agreed by the CCAC.

8.4 Quarterly Reports

(1) In addition to the other reports required by the Agreement, the Service Provider shall prepare and deliver to the CCAC a report for each Quarter or Part Quarter (the "Quarterly Report"), that includes,

(a) a performance standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standard for SS Section 3.2.1(1);

(b) an indicator report setting out the results of the Service Provider's Quarterly Indicator monitoring program pursuant to SS Section 7.3(2)(g);

(c) a report on any innovative approaches to the delivery of Nursing Services adopted by the Service Provider;

(d) the results of any corrective action taken pursuant to SS Section 7.3(2)(c);

(e) a status report on any material or substantive changes to the plans and programs listed in SS Section 7;

(f) the number of individual instances of Missed Care;

(g) the rate of occurrence of Adverse Events attributable to or contributed to by the Service Provider;

(h) the rate of records retrieved by the Service Provider from the Service Delivery Location; and

(i) a report of the number of instances of Missed Care for each month, in the format specified by the CCAC.

(2) The Service Provider shall submit each Quarterly Report no later than 30 days after the last day of each applicable Quarter or Part Quarter.

8.5 Annual Report

(1) The Service Provider shall, no later than July 1 of each year during the Agreement Term, submit to the CCAC an annual report (the "Annual Report"), which shall include,

(a) an executive summary of the results and outcomes of the Service Provider's performance indicator measurement and tracking pursuant to SS Section 7.3(2)(b) in the preceding Fiscal Year;

(b) an indicator report setting out the results of the Service Provider's Annual Indicator monitoring program pursuant to SS Section 7.3(2)(h);

(c) a performance standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standards for SS Section 3.2.1(1);

(d) a valid certificate of good standing (clearance certificate) issued by the Workplace Safety and Insurance Board, dated no earlier than June 1 of the year of the Agreement Term in which the Annual Report is delivered;

(e) the number of Care Delivery Plan Goals achieved by discharged Patients from a statistically significant sampling of Patient Records in the applicable Quarter or Part Quarter divided by the number of Care Delivery Plan Goals of discharged Patients in the sampling of Patient Records in the applicable Quarter or Part Quarter;

(f) a summary of the results of staff satisfaction surveys;

(g) a summary of findings obtained through Patient complaints and Risk Event occurrences and the resulting quality improvement actions to be undertaken by the Service Provider;

(h) compliance with the *French Language Services Act*;

(i) the Service Provider's continuous quality improvement plan prepared in accordance with SS Section 7.3(1); and

(j) any other information that may reasonably be required by the CCAC.

(2) For greater certainty, where a Service Provider has provided Services under the Agreement for a partial Fiscal Year, at the beginning or end of the Agreement Term, the Annual Report shall include the information required in SS Section 8.5(1) for the partial Fiscal Year.

8.6 Ministry of Health and Long-Term Care Reports

The Service Provider shall submit to the CCAC a report containing the information required by the Ministry of Health and Long-Term Care, in the format and frequency required by the Ministry of Health and Long-Term Care.

SECTION 9 FRENCH LANGUAGE SERVICE REQUIREMENTS

9.1 Designated French Language Service Area

In accordance with the *French Language Services Act*, the Service Provider shall be obliged to provide all Services in French as instructed by the CCAC and in accordance with SS Sections 9.1.1, 9.1.2, 9.1.3, 9.1.4, and 9.1.5.

9.1.1 Delivery of Services in French

(1) The Service Provider shall deliver all Nursing Services to a Patient in French at the instruction of the CCAC and as indicated in the Patient Care Plan.

(2) The Service Provider shall ensure that Patients are able to exercise their preference to receive Nursing Services in French and shall not discourage Patients, directly or indirectly, from asserting their preference to receive Nursing Services in French.

(3) The Service Provider shall ensure that all Service Provider Personnel who will deliver Nursing Services to a Patient are aware of that Patient's preference to receive Nursing Services in French.

(4) If required by the Patient Care Plan, the Service Provider shall assign Service Provider Personnel to a Patient who are capable of delivering Nursing Services in French.

(5) If, in exceptional circumstances, the Service Provider cannot assign Service Provider Personnel who can communicate with a Patient in French, the Service Provider shall arrange and pay for interpretation services or communication services necessary to provide Nursing Services to the Patient.

9.1.2 Communication

(1) The Service Provider shall be able to answer and respond to all requests from a Patient and, if applicable, a Caregiver, in both English and French. The Service Provider must respond to any correspondence from a Patient in the language of the Patient's correspondence.

(2) The Service Provider shall, at the instruction of the CCAC, provide, to Patients, all forms, consents and written materials produced by the Service Provider in French.

(3) Without limiting the generality of SS Section 9.1.2(1), the Service Provider's receptionist and switchboard staff must be capable of responding to calls in French. In exceptional circumstances, if the receptionist and switchboard staff are not capable of responding to calls in French on a consistent basis, a back-up protocol must be established.

9.1.3 Notification and Reporting

The Service Provider shall notify the CCAC Care Coordinator or designate if a Patient indicates a preference to receive Nursing Services in French if no such preference is indicated in the Patient Care Plan.

9.1.4 Equipment and Supplies

The Service Provider shall provide assessment tools and education materials, where available and if required in the Patient Care Plan, and any written materials produced by the Service Provider in French.

9.1.5 Quality Management Program

The Service Provider's Patient service monitoring system shall include a plan to evaluate the satisfaction of Patients receiving Nursing Services in French.

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Schedule 3

Services Schedule

Personal Support and Homemaking

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THE SERVICES SCHEDULE
SCHEDULE 3 TO THE GENERAL CONDITIONS

ARTICLE 1 INTERPRETATION

1.1 Definitions

"**Adverse Event**" is defined in SS Section 5.5(3);

"**Annual Indicators**" is defined in SS Section 7.3(2)(g);

"**Annual Report**" is defined in SS Section 8.5(1);

"**Care Delivery Plan**" is defined in SS Section 3.1.1(1);

"**Care Delivery Plan Goals**" is defined in SS Section 3.1.1(3)(b);

"**Care Plan Goals**" is defined in SS Section 2.1.3(2)(f);

"**Caregiver**" means any individual who is responsible for the care of a Patient and who provides care to the Patient without remuneration, and includes the Patient's substitute decision-maker as defined in the *Home Care and Community Services Act*;

"**CCAC Assessment**" is defined in SS Section 2.1.2(2);

"**CCAC Care Coordinator**" means the care coordinator designated by the CCAC;

"**CCAC Community Services**" means professional services, personal support services and homemaking services, as defined in the *Home Care and Community Services Act,* that are funded by the CCAC;

"**CCAC Equipment and Supplies**" is defined in SS Section 4.2(1);

"**CCAC Policies and Procedures**" means the written policies and procedures of the CCAC provided to the Service Provider, as amended from time to time;

"**Change of Status Report**" is defined in SS Section 5.4(1);

"**College Standards and Guidelines**" means the standards, guidelines, procedures, policies, manuals and any other documentation produced and endorsed by a regulated health professional's college, as amended from time to time;

"**Community Care Access Corporations Act**" means the Ontario *Community Care Access Corporation Act, 2001*, S.O. 2001, Chapter 33, as amended from time to time;

"**Controlled Act**" means a controlled act as defined in the *Regulated Health Professions Act*;

"**Emergency Plan**" is defined in SS Section 7.2(2)(e);

"**Equipment and Supplies**" means the Standard Equipment and Supplies, the CCAC Equipment and Supplies and, if applicable, the Equipment and Supplies provided by the CCAC pursuant to SS Section 4.1(2);

"***French Language Services Act***" means the Ontario *French Language Services Act*, R.S.O. 1990, Chapter F.32, as amended from time to time;

"***Health Care Consent Act***" means the Ontario *Health Care Consent Act, 1996*, S.O. 1996, Chapter 2, Schedule A, as amended from time to time;

"***Health Protection and Promotion Act***" means the Ontario *Health Protection and Promotion Act*, R.S.O. 1990, Chapter H.7, as amended from time to time;

"***Home Care and Community Services Act***" means the Ontario *Home Care and Community Services Act*, 1994, S.O. 1994, Chapter 26, as amended from time to time;

"**Homemaking Tasks**" is defined in SS Section 3.3.1(3);

"**Initial Report**" is defined in SS Section 5.3(1);

"**Listed CCAC Equipment and Supplies**" is defined in SS Section 4.2(1)(a);

"**Missed Care**" means any scheduled Fixed Period Visit or Hourly Visit to a Patient, authorized by the CCAC as part of the Patient Care Plan, that has been accepted by the Service Provider but that the Service Provider fails to attend and fails to reschedule in accordance with the Patient Care Plan and includes a Fixed Period Visit or Hourly Visit required by the Patient Care Plan that the Service Provider originally accepts and then subsequently informs the CCAC that it is unable to carry out;

"**Non-CCAC Community Services**" means community services, including professional services, personal support services and homemaking services and community support services, that are delivered to a Patient and that are not funded by the CCAC;

"**Non-CCAC Providers**" means providers of Non-CCAC Community Services;

"**Nursing Act**" means the Ontario *Nursing Act, 1991*, S.O. 1991, Chapter 32, as amended from time to time;

"**Occupational Therapist**" means a registered occupational therapist with a valid general certificate of registration as a registered occupational therapist in Ontario under the *Occupational Therapy Act*;

"***Occupational Therapy Act***" means the Ontario *Occupational Therapy Act, 1991*, S.O. 1991, Chapter 33, as amended from time to time;

"**Orientation Session**" is defined in SS Section 7.4(1)(g);

"**Other CCAC Providers**" means providers of CCAC Community Services other than the Service Provider;

"**Other Equipment and Supplies**" is defined in SS Section 4.2(1)(b);

"**Part Quarter**" means either of the following periods, as applicable:

(a) the period commencing on the Starting Date and ending on the day before the beginning of the first complete Quarter in the Agreement Term; or

(b) the period commencing on the day after the last complete Quarter prior to the End Date and ending on the End Date;

"**Patient**" means any individual determined by the CCAC, subject to the *Community Care Access Corporations Act*, to be eligible to receive personal support or homemaking services, as defined in the *Home Care and Community Services Act* from the Service Provider;

"**Patient Care Plan**" is defined in SS Section 2.1.3(1);

"**Patient Case Conference**" is defined in SS Section 3.3.4(2)(a);

"**Patient Identifiers**" is defined in SS Section 2.1.3(2)(a);

"**Patient Interim Report**" is defined in SS Section 5.6(1);

"**Personal Support and Homemaking Services**" means the services to be provided by the Service Provider to Patients and as set out in this Services Schedule;

"**Personal Support and Homemaking Services Wait List**" means the list of Patients for whom,

(c) a Service Request has been made to all service providers with whom the CCAC has signed an agreement to provide Personal Support and Homemaking Services but has been refused by all service providers;

(d) a Service Request has been made to a service provider but only partially accepted and the remaining Services have been refused by all service providers; or

(e) the CCAC intends to make a Service Request, but such Service Request has not yet been made for funding, resource or other reasons;

"**Personal Support Tasks**" is defined in SS Section 3.3.1(2);

"**Physiotherapist**" means a registered physiotherapist with a valid certificate of registration as a registered physiotherapist in Ontario under the *Physiotherapy Act*;

"***Physiotherapy Act***" means the Ontario *Physiotherapy Act, 1991*, S.O. 1991, Chapter 37, as amended from time to time;

"**Planned Discharge Date**" is defined in SS Section 2.1.3(2)(r);

"**Quality Management Program**" is defined in SS Section 7.3(1);

"**Quarter**" means any of the following three month periods:

(a) April 1st to June 30th;

(b) July 1st to September 30th;

(c) October 1st to December 31st; and

(d) January 1st to March 31st;

"**Quarterly Indicators**" is defined in SS Section 7.3(2)(f);

"**Quarterly Report**" is defined in SS Section 8.4(1);

"**Reason for Referral**" is defined in SS Section 2.1.2(3)(d);

"**Referral**" is defined in SS Section 2.2(1)(a);

"**Referral Information Package**" is defined in SS Section 2.3.2(1);

"**Refusal**" means a Service Provider's decision not to accept a Referral, a Resumption Request, a Service Increase or an Urgent Personal Support and Homemaking Services Request, in accordance with this Services Schedule, when requested by a CCAC;

"***Regulated Health Professions Act***" means the Ontario *Regulated Health Professions Act, 1991*, S.O. 1991, Chapter 18, as amended from time to time;

"**Regulated Service Supervisor**" means a Service Supervisor who is an RN, an RPN, an Occupational Therapist or a Physiotherapist as described in the Special Conditions of the Agreement;

"**Resumption Request**" is defined in SS Section 2.2(1)(b);

"**Risk Event**" is defined in SS Section 5.5(1);

"**Risk Event Report**" is defined in SS Section 5.5(5);

"**Risk Management Program**" is defined in SS Section 7.2(1);

"**RN**" means a registered nurse with a valid general certificate of registration as a registered nurse in Ontario under the *Nursing Act*;

"**RPN**" means a registered practical nurse with a valid general certificate of registration as a registered practical nurse under the *Nursing Act*;

"**Service Delivery Location**" is defined in SS Section 2.6(1);

"**Service Increase Request**" is defined in SS Section 2.2(1)(c);

"Service Provider Code of Conduct" is defined in SS Section 7.7(2);

"**Service Provider Personnel**" means individuals employed, retained by, or acting on behalf of Service Providers or Subcontractors of the Service Provider;

"**Service Provider Policies and Procedures**" is defined in SS Section 7.7(1);

"**Service Requests**" is defined in SS Section 2.2(1);

"**Services**" means all services to be provided by the Service Provider in accordance with this Services Schedule and includes both services provided directly to the Patient and services provided to the CCAC;

"**Service Supervisor**" is defined in the Special Conditions of the Agreement;

"**Special Function**" is defined in SS Section 3.3.2(1)(a);

"**Standard Equipment and Supplies**" is defined in SS Section 4.1(1);

"***Substitute Decisions Act***" means the Ontario *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30, as amended from time to time;

"**Supervisors**" is defined in SS Section 3.2.2(1);

"**Supervisor Assessment**" is defined in SS Section 3.5(1);

"**Support Worker**" means an individual who is qualified to carry out Personal Support and Homemaking Services as set out in the Special Conditions of the Agreement;

"Unplanned Visit" is defined in SS Section 3.4(2);

"**Urgent Personal Support and Homemaking Services**" is defined in SS Section 2.4.3(1); and

"**Urgent Personal Support and Homemaking Services Request**" is defined in SS Section 2.2(1)(d).

1.2 Supplementing the General Conditions

The provisions contained in this Services Schedule are intended to supplement the General Conditions for the purpose of providing greater specificity to the Services that the Service Provider shall perform.

ARTICLE 2 CCAC PLANNING AND REQUESTING DELIVERY OF PERSONAL SUPPORT AND HOMEMAKING SERVICES

2.1 Development of Patient Care Plan

2.1.1 General Planning

The CCAC shall plan for the delivery of Personal Support and Homemaking Services and other CCAC Community Services to each Patient by,

(a) carrying out an assessment of the Patient pursuant to SS Section 2.1.2;

(b) providing the Service Provider with the CCAC Assessment pursuant to SS Section 2.1.2(2); and

(c) developing a Patient Care Plan pursuant to SS Section 2.1.3.

2.1.2 CCAC Assessment

(1) The CCAC shall assess the Patient's requirements for CCAC Community Services and Non-CCAC Community Services in accordance with the *Home Care and Community Services Act*.

(2) The CCAC shall provide the Service Provider with a report on the CCAC assessment (the "CCAC Assessment") in respect of each Patient to whom the Service Provider will deliver Personal Support and Homemaking Services.

(3) The CCAC Assessment will include some or all of the following information:

(a) the Patient's personal information;

(b) a summary of the Patient's view of his or her requirements for CCAC Community Services and Non-CCAC Community Services;

(c) a summary of all assessments and information provided to the CCAC relating to the Patient's capacity, impairment and requirements for CCAC Community Services and Non-CCAC Community Services;

(d) a description of the Patient's health condition and functional limitations for which the CCAC will fund the provision of Personal Support and Homemaking Services to the Patient by the Service Provider (the "Reason for Referral");

(e) a description of the Patient's health condition and functional limitations for which the CCAC will fund the provision of CCAC Community Services to the Patient by Other CCAC Providers;

(f) a description of any specific needs and preferences of the Patient, including preferences based on ethnic, spiritual, linguistic, familial and cultural factors;

(g) a description of the CCAC Community Services and Non-CCAC Community Services that the Patient is receiving;

(h) a description of any additional CCAC Community Service requirements of the Patient;

(i) a description of the availability of Non-CCAC Community Services to the Patient;

(j) a description of any other health conditions and functional limitations that will affect, or are likely to affect, the delivery of CCAC Community Services;

(k) identification of the equipment, supplies and medication requirements of the Patient;

(l) a list of the Caregivers that the CCAC has identified and the level of involvement of the identified Caregivers in the care of the Patient; and

(m) an assessment and identification of any known risks to the Patient, Caregiver or Service Provider Personnel.

2.1.3 Patient Care Plan

(1) The CCAC shall, in accordance with Applicable Law, prepare a plan of service for each Patient (the "Patient Care Plan").

(2) The CCAC shall, in its sole discretion, determine the format and content of the Patient Care Plan, which will include some or all of the following information:

(a) the Patient's name and the identification number used by the CCAC to identify the Patient (the "Patient Identifiers");

(b) the Service Delivery Location including the address;

(c) the starting date of delivery of Personal Support and Homemaking Services;

(d) the Reason for Referral and any other health conditions and functional limitations that may have an impact on the delivery of Personal Support and Homemaking Services;

(e) a description of Personal Support and Homemaking Services to be delivered to the Patient by the Service Provider, including a specific description of the types of Personal Support Tasks and Homemaking Tasks required by the Patient and any training requirements for Support Workers identified by a regulated health professional;

(f) a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient through the delivery of CCAC Community Services (the "Care Plan Goals");

(g) the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be delivered to the Patient;

(h) the expected starting dates and frequency of other CCAC Community Services to be delivered to the Patient or the wait list status of the Patient for other CCAC Community Services;

(i) a list of the Non-CCAC Community Services that the Patient is receiving;

(j) a list of other Non-CCAC Community Services that are available to the Patient;

(k) any requirements of the Service Provider to co-ordinate the delivery of Personal Support and Homemaking Services with the Caregiver, Other CCAC Providers and Non-CCAC Providers;

(l) the CCAC Equipment and Supplies that the CCAC has ordered for the Patient;

(m) the communication or interpretation requirements of the Patient;

(n) the CCAC's authorization for the Patient to use the Ontario Drug Benefits Program, if granted;

(o) a list of any medication that has been ordered or prescribed for the Patient;

(p) any special instructions with respect to the delivery of Personal Support and Homemaking Services, including any special instructions relating to,

(i) the Service Delivery Location; and

(ii) the timing of Fixed Period Visits and Hourly Visits;

(q) any contingency plans relating to the care of the Patient; and

(r) the date on which the Patient is expected to be discharged by the CCAC (the "Planned Discharge Date") for each CCAC Community Service.

(3) The CCAC may, in accordance with the *Home Care and Community Services Act*, update and revise the Patient Care Plan from time to time, including a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits.

(4) The CCAC shall notify the Service Provider with respect to any change to the Patient Care Plan that affects the delivery of Personal Support and Homemaking Services.

(5) If the CCAC notifies the Service Provider with respect to a change to the Patient Care Plan pursuant to SS Section 2.1.3(4), the CCAC shall deliver to the Service Provider, at the Service Provider's request, a written description of the change to the Patient Care Plan.

2.2 Service Requests

(1) The CCAC shall request Personal Support and Homemaking Services to be provided by the Service Provider,

(a) by a CCAC request to provide Personal Support and Homemaking Services to a new Patient (a "Referral");

(b) by a CCAC request to resume Personal Support and Homemaking Services to a Patient that has been "on hold" as defined by the Ministry of Health and Long-Term Care or CCAC Policies and Procedures (a "Resumption Request");

(c) by a CCAC request to increase Personal Support and Homemaking Services to an active Patient (a "Service Increase Request"); and

(d) by a CCAC request to provide Urgent Personal Support and Homemaking Services (an "Urgent Personal Support and Homemaking Services Request"),

(collectively, "Service Requests"). The Service Provider shall be available to receive Service Requests during the hours and days set out in the Special Conditions of the Agreement.

(2) The CCAC shall make a Service Request to the Service Provider (and the Service Provider shall receive Service Requests) either by,

(a) personal contact by telephone;

(b) facsimile;

(c) voicemail; or

(d) other electronic means,

as instructed by the CCAC, in writing, from time to time.

(3) If the Service Provider refuses the Service Request pursuant to SS Sections 2.3.1(2), 2.4.1(1), 2.4.2(1) or 2.4.3(4), the Service Provider shall,

(a) provide reasons, in the format specified by the CCAC, for refusing the Service Request; and

(b) provide the earliest date on which the Service Provider can accept the Service Request .

(4) If the Service Provider refuses the Service Request pursuant to SS Section 2.3.1(2), 2.4.1(1), 2.4.2(1) or 2.4.3(4) or is considered to have refused the Service Request pursuant to SS Section 2.3.1(4) or 2.3.1(5), the CCAC may submit the Service Request to any Other CCAC Provider or place the Patient on the Personal Support and Homemaking Services Wait List.

(5) Unless explicitly permitted otherwise in this Agreement, the Service Provider shall not repeatedly refuse the same type of Service Request on the basis of,

(a) the Service Delivery Location of the Patient;

(b) the day of the week or time of day of the required visit to the Patient;

(c) the number or frequency of Fixed Period Visits, Hourly Visits or hours specified in the Service Request;

(d) the type and magnitude of tasks required by the Patient;

(e) the ethnic, religious or linguistic characteristics or needs of a Patient; or

(f) any other similar characteristic of a Service Request.

For clarity, a consistent pattern of Refusal by a Service Provider of a particular type of Service Request puts the Service Provider in contravention of this Services Schedule, even if the Service Provider has met the Performance Standards for accepting a Referral pursuant to SS Section 2.3.1(2) or for accepting an Urgent Personal Support and Homemaking Services Request pursuant to SS Section 2.4.3(3).

(6) Subject to SS Section 2.2(7), the CCAC may,

(a) submit the same Service Request to the Service Provider more than once; and

(b) if a Service Provider refuses the same Service Request more than once, count a Service Provider's Refusal of the same Service Request separately for the purposes of the Performance Standards Schedule.

(7) The CCAC shall not resubmit the same Service Request to a Service Provider prior to the earliest date provided by the Service Provider for accepting such Service Request pursuant to SS Section 2.2(3)(b).

2.3 Referrals

2.3.1 General

(1) The CCAC shall, in its sole discretion, determine the terms of the Referral, which may include,

(a) the Reason for Referral;

(b) a description of Personal Support and Homemaking Services required;

(c) a range of starting dates and times on which the delivery of Personal Support and Homemaking Services may begin;

(d) the frequency of Fixed Period Visits or Hourly Visits or both, required as applicable;

(e) the number of Fixed Period Visits or Hourly Visits or both, required as applicable;

(f) the type of Service Delivery Location;

(g) the general location of the Service Delivery Location in the Service Area;

(h) any safety risks to Service Provider Personnel that have been identified by the CCAC and that can be managed or mitigated by the Service Provider; and

(i) a description of any special requirements, including,

(i) any ethnic, spiritual, linguistic, familial and cultural requirements; and

(ii) any scheduling requirements.

(2) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Referral, accept or refuse the Referral. For clarity, for the purposes of this SS Section 2.3.1(2), the amount of time shall be calculated beginning at the time specified for the Service Provider to be able to receive Service Requests pursuant to SS Section 2.2(1). The Service Provider shall accept the percentage of Referrals required by the Performance Standards Schedule.

(3) Immediately after accepting a Referral, the Service Provider shall, unless otherwise directed by the CCAC, be responsible for the provision of Personal Support and Homemaking Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the CCAC, until the Patient is discharged pursuant to SS Section 3.6.

(4) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.3.1(2), the CCAC shall consider the Referral as refused by the Service Provider.

(5) If the CCAC,

(a) attempts to make a Referral during the required hours of operation of the Service Provider (as required by the Special Conditions of the Agreement) and discovers that the Service Provider is not available to receive Referrals; or

(b) the Service Provider is unable to receive Referrals in the manner instructed by the CCAC,

the Service Provider shall be considered to have refused all Referrals that the CCAC would have referred to the Service Provider for the time periods for which SS Section 2.3.1(5)(a) or (b) apply.

2.3.2 Referral Information Package

(1) The CCAC shall prepare a Referral information package for each Patient (the "Referral Information Package").

(2) The Referral Information Package shall include,

(a) the Patient Identifiers;

(b) the Patient Care Plan;

(c) the CCAC Assessment;

(d) medical orders, where applicable;

(e) any communication or interpretation requirements of the Patient;

(f) any other information determined to be relevant by the CCAC; and

(g) an indication of necessary consents.

(3) The CCAC shall deliver the Referral Information Package to the Service Provider after the Referral has been accepted by the Service Provider pursuant to SS Section 2.3.1(2).

(4) Except as provided in SS Section 2.4.3(6), the Service Provider shall not deliver any Personal Support and Homemaking Services to a Patient prior to receiving a Referral Information Package.

2.4 Other Service Requests

2.4.1 Resumption Requests

(1) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Resumption Request.

(2) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.1(1), the CCAC shall consider the Resumption Request as refused by the Service Provider.

(3) If the Service Provider refuses a Resumption Request, SS Section 2.3.1(4) shall apply to a Resumption Request by substituting the words "Resumption Request" for the word "Referral".

(4) If the Service Provider accepts a Resumption Request, the CCAC shall provide the following information to the Service Provider:

(a) If the Service Provider has previously received a Patient Care Plan for the Patient, the CCAC shall provide any changes or additions to the Patient Care Plan; and

(b) If the Service Provider has not previously received a Patient Care Plan for the Patient, the CCAC shall provide an updated Patient Care Plan.

(5) Immediately after accepting a Resumption Request, the Service Provider shall, unless otherwise directed by the CCAC, be responsible for the provision of Personal Support and Homemaking Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the CCAC, until the Patient is discharged pursuant to SS Section 3.6.

2.4.2 Service Increase Requests

(1) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Service Increase Request.

(2) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.2(1), the CCAC shall consider the Service Increase Request as refused by the Service Provider.

(3) If the Service Provider refuses a Service Increase Request, SS Section 2.3.1(4) shall apply to a Service Increase Request by substituting the words "Service Increase Request" for the word "Referral".

(4) If the Service Provider accepts a Service Increase Request, the CCAC shall provide the following information to the Service Provider:

(a) If the Service Provider has previously received a Patient Care Plan for the Patient, the CCAC shall provide any changes or additions to the Patient Care Plan; and

(b) If the Service Provider has not previously received a Patient Care Plan for the Patient, the CCAC shall provide an updated Patient Care Plan.

(5) Immediately after accepting a Service Increase Request, the Service Provider shall, unless otherwise directed by the CCAC, be responsible for the provision of Personal Support and Homemaking Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the CCAC, until the Patient is discharged pursuant to SS Section 3.6.

2.4.3 Urgent Personal Support and Homemaking Services Requests

(1) If required by the needs of the Patient, the CCAC may request that a Service Provider carry out a visit to a Patient for whom the Service Provider is already providing Services or to a new Patient,

(a) no later than 4 hours after the CCAC makes the request or Referral, as applicable, unless a longer time is specified by the CCAC; or

(b) no later than 2 hours after the CCAC makes the request or Referral, but only if the Price Form specifies a special rate of the type required by SS Section 2.4.3(2),

("Urgent Personal Support and Homemaking Services").

(2) A request for Urgent Personal Support and Homemaking Services made pursuant to SS Section 2.4.3(1)(b) shall be paid at a Special Rate-Fixed Period or Special Rate-Hourly as specified in the Price Form.

(3) When requesting Urgent Personal Support and Homemaking Services pursuant to SS Section 2.4.3(1), the CCAC shall, in its sole discretion, determine the terms of the request and shall specify the amount of time within which the Service Provider has to accept or decline the request. Each Service Provider shall be given the same amount of time within which to accept or decline the request. The Service Provider shall accept the percentage of Urgent Personal Support and Homemaking Services requests required by the Performance Standards Schedule.

(4) The Service Provider shall notify the CCAC whether the Service Provider accepts or refuses the Urgent Personal Support and Homemaking Services Request within the time period specified by the CCAC for responding to the request.

(5) If the CCAC does not receive notification from the Service Provider pursuant to SS Section 2.4.3(4) within the amount of time specified in the Urgent Personal Support and Homemaking Services Request, the Service Provider shall be considered to have refused the Urgent Personal Support and Homemaking Services Request.

(6) If the Service Provider accepts the Urgent Personal Support and Homemaking Services Request, and it is a Patient for which a Referral Information Package has not previously been provided, the CCAC shall authorize the Service Provider to provide Personal Support and Homemaking Services until the CCAC delivers a Referral Information Package for the Patient.

(7) Immediately after granting authorization to the Service Provider pursuant to SS Section 2.4.3(6), the CCAC shall provide the Service Provider with sufficient information to enable the Service Provider to provide Urgent Personal Support and Homemaking Services.

(8) The Service Provider shall consult with the CCAC with respect to a plan of care for the Patient prior to providing Personal Support and Homemaking Services pursuant to this SS Section 2.4.3.

2.5 Management of the Personal Support and Homemaking Services Wait List

(1) The CCAC shall be solely responsible for the development and the management of the Personal Support and Homemaking Services Wait List.

(2) The CCAC shall, in its sole discretion, determine the priority of each Patient on the Personal Support and Homemaking Services Wait List.

(3) The CCAC shall update the Personal Support and Homemaking Services Wait List weekly and shall provide a monthly status report on the Personal Support and Homemaking Services Wait List to the Service Provider and, if applicable, Other CCAC Providers that provide personal support and homemaking services.

2.6 Service Delivery Location

(1) The Service Provider shall deliver Personal Support and Homemaking Services at any location in the Service Area specified by the CCAC (the "Service Delivery Location"). For greater certainty, a Service Delivery Location may be a Patient's home, a long-term care home, a retirement home, a shelter, any other institution or any other location specified by the CCAC.

(2) The Service Provider shall comply with any applicable policies and procedures in place for a Service Delivery Location.

(3) If the Service Provider cannot immediately locate the Patient at the Service Delivery Location at the scheduled time for a Fixed Period Visit or Hourly Visit, the Service Provider shall take reasonable steps having regard to the risks to the Patient to locate the Patient at the Service Delivery Location.

(4) If the Service Provider cannot locate the Patient at the Service Delivery Location, the Service Provider shall notify the CCAC pursuant to SS Section 5.1(1)(d).

(5) The Service Provider shall ensure that Service Provider Personnel produce photo identification to the Patient and, if applicable, the Caregiver before entering the Service Delivery Location. The photo identification shall identify the Service Provider Personnel as an employee, agent or representative of the Service Provider. If the Service Delivery Location is a long-term care home, retirement home, school, institution or similar Service Delivery Location, the Service Provider shall ensure that Service Provider Personnel produce photo identification as required by the Service Delivery Location and, if applicable, before entering the Patient's individual residence in the Service Delivery Location.

(6) The Service Provider shall ensure that all written materials that are produced by the Service Provider and that are provided to the Patient at the Service Delivery Location state, in a clear manner, that the Services are being provided by the Service Provider pursuant to an agreement with the CCAC.

ARTICLE 3 SERVICE PROVIDER DELIVERY OF PERSONAL SUPPORT AND HOMEMAKING SERVICES

3.1 Service Provider Development of Care Delivery Plan

3.1.1 Care Delivery Plan

(1) For each Patient, the Service Provider shall prepare a written plan describing how the Service Provider and the Service Provider Personnel will deliver Personal Support and Homemaking Services to the Patient (the "Care Delivery Plan").

(2) The Service Provider shall ensure that the Care Delivery Plan is in accordance with the Patient Care Plan.

(3) The Care Delivery Plan shall include,

(a) a description of the Patient's Reason for Referral;

(b) a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient, including discharge planning, through the delivery of Personal Support and Homemaking Services in accordance with the Care Delivery Plan (the "Care Delivery Plan Goals");

(c) the frequency of Fixed Period Visits and Hourly Visits, if any, as authorized by the CCAC in the Patient Care Plan or if the Patient Care Plan has been amended

in accordance with this Services Schedule to change the frequency, the amended frequency;

(d) the number of Fixed Period Visits and Hourly Visits, as authorized by the CCAC in the Patient Care Plan, if any or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the number of visits, the amended number of visits;

(e) a detailed plan of the Personal Support Tasks and Homemaking Tasks required by the Patient;

(f) if applicable, a description of any Patient-specific training required by Support Workers for the delivery of Personal Support and Homemaking Services;

(g) a description of the Patient's preferences relating to the delivery of Personal Support and Homemaking Services;

(h) a description of any ethnic, spiritual, linguistic, familial and cultural needs or preferences of the Patient that may have an impact on the delivery of Personal Support and Homemaking Services to the Patient;

(i) a description of any timing requirements or preferences of the Patient;

(j) a description of any CCAC Community Services that the Patient is receiving;

(k) strategies to manage identified safety risks at the Service Delivery Location;

(l) any contingency plans relating to the care of the Patient;

(m) if applicable, a list of the Controlled Acts that will be delegated by a regulated health professional and the individuals who will be performing the Controlled Acts;

(n) if applicable, a list of the activities that will be taught by the Service Provider and the individuals who will be performing the activities under the direction of the Service Provider; and

(o) if applicable, a description of the CCAC Equipment and Supplies required by the Service Provider to deliver Personal Support and Homemaking Services to the Patient.

(4) The Service Provider shall update and revise the Care Delivery Plan, as necessary and in accordance with the Patient Care Plan, to achieve the Care Plan Goals.

(5) The Service Provider shall carry out the Personal Support and Homemaking Services, other than the Service Provider Assessment, in accordance with the Care Delivery Plan.

(6) If, at any time, the CCAC determines that the Care Delivery Plan does not comply with the Patient Care Plan or is deemed not to be an appropriate use of CCAC resources by the CCAC, the CCAC may require the Service Provider to make changes to the Care Delivery Plan and provide the CCAC with written confirmation, no later than five days after the CCAC's instruction to make changes, that the Care Delivery Plan has been revised.

(7) If a Service Provider accepts a Resumption Request or a Service Increase Request to provide Personal Support and Homemaking Services to the Patient, in accordance with SS Section 2.4,

the Service Provider shall prepare an updated Care Delivery Plan and shall ensure that it is in accordance with the updated Patient Care Plan prepared pursuant to SS Section 2.4.1(4) or 2.4.2(4), as applicable.

(8) If a Service Provider recommends a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient, the Service Provider shall request authorization from the CCAC Care Coordinator or designate, or recommend the change in the Patient's Initial Report or Change of Status Report and the CCAC may authorize the change pursuant to SS Section 2.1.3(3).

3.1.2 Substitute Decision-Makers

(1) If a Patient is incapable with respect to a personal assistance service, as defined in the *Health Care Consent Act* and a substitute decision-maker is authorized under the *Health Care Consent Act* to give or refuse consent on behalf of that Patient, the Service Provider shall consult with and obtain the consent of the substitute decision-maker, as required, to provide the Personal Support and Homemaking Services.

(2) If the *Health Care Consent Act* does not apply and the Patient has given a written power of attorney for personal care pursuant to the *Substitute Decisions Act*, the Service Provider shall consult with and obtain the consent of the attorney under the power of attorney for personal care, as required, to provide the Personal Support and Homemaking Services.

3.2 Assignment of Service Provider Personnel and Qualifications of Service Provider Personnel

3.2.1 Assignment of Service Provider Personnel – General

(1) The Service Provider shall assign to each Patient, Service Provider Personnel who meet the qualifications set out in the Special Conditions of the Agreement and who are capable of delivering the Personal Support and Homemaking Services,

(a) as set out in the Care Delivery Plan;

(b) in accordance with College Standards and Guidelines, if applicable; and

(c) in accordance with GC Section 3.3(1).

The Service Provider shall assign Service Provider Personnel to maximize continuity of care to each Patient in accordance with the Performance Standards.

(2) The Service Provider shall assign, to each Patient, Service Provider Personnel who are responsive to the ethnic, spiritual, linguistic, familial and cultural preferences of the Patient or Caregiver, if applicable, in accordance with the Patient Care Plan.

(3) If the Service Provider,

(a) is assigned a Patient that speaks only a language that is not one usually spoken among the various ethnic communities of the CCAC;

(b) has made its best efforts to find a family member or friend to interpret for the Patient; and

(c) has explored other available options to find an appropriate interpreter,

the Service Provider may request that the CCAC arrange and pay for interpretation services or communication services necessary to provide Personal Support and Homemaking Services to the Patient and the CCAC shall consider the request reasonably. This SS Section 3.2.1(3) does not apply if the Patient's language is French, in which case the Service Provider shall be responsible for all costs and expenses of interpretation services or communication services, even if the circumstances set out in SS Section 3.2.1(3)(a), (b) and (c) apply. For clarity, the CCAC shall be obliged to pay for interpretation or communication services only if, in the CCAC's opinion, acting reasonably, the circumstances set out in SS Section 3.2.1(3)(a), (b) and (c) exist.

3.2.2 Supervision of Support Workers

(1) The delivery of Personal Support and Homemaking Services to Patients by Support Workers shall be supervised by Service Supervisors or Regulated Service Supervisors (the "Supervisors").

(2) In addition to the supervisory function set out in SS Section 3.2.2(1), the Supervisors shall manage, monitor, train and assist Support Workers in the delivery of Personal Support and Homemaking Services to Patients.

(3) During the hours of Service specified in SS Section 3.3.1(7), the Service Provider shall provide Support Workers with access to Supervisors.

3.3 Personal Support and Homemaking Tasks

3.3.1 Personal Support and Homemaking Tasks

(1) Subject to any additions or deletions to the list of personal support and homemaking tasks set out in the Special Conditions of the Agreement, the Service Provider shall be capable and have the resources available to provide the following tasks:

(a) Personal Support Tasks;

(b) Homemaking Tasks; and

(c) all activities that may be taught and that are supervised by a regulated health professional.

(2) Personal Support Tasks shall include,

(a) personal hygiene activities and routine personal activities of living, including,

(i) the following bathing activities:

(A) assisting Patient to prepare for a bath or shower;

(B) assisting Patient with bath or shower; and

(C) performing a bed bath;

(ii) the following activities relating to oral hygiene:

(A) assisting with and carrying out the cleaning of the Patient's mouth area and dentures, if applicable; and

(B) assisting with and carrying out the moisturising of the Patient's lips;

(iii) the following activities relating to hair and scalp care:

(A) assisting with and carrying out the washing of the Patient's hair;

(B) brushing or combing the Patient's hair; and

(C) drying and brushing Patient's hair after washing;

(iv) the following activities relating to skin and nail care:

(A) assisting with and carrying out the application of non-prescription skin lotion and powder to Patient;

(B) assisting with and carrying out the shaving of Patient's facial hair with an electric razor; and

(C) filing fingernails and toenails;

(v) assisting Patient to put on and remove clothes;

(vi) the following activities relating to perineal hygiene:

(A) assisting with and carrying out the washing, rinsing and drying of the Patient's perineal area;

(B) cleaning the skin around an indwelling catheter; and

(C) preparing and assisting with Sitz bath;

(vii) the following activities relating to the elimination of waste material from the Patient's body:

(A) assisting Patient to use a toilet, commode, urinal or bedpan;

(B) assisting with and carrying out changing of Patient's personal hygiene products;

(C) attaching, securing and detaching urinary drainage bag;

(D) emptying of urinary drainage bag and stoma bag;

(E) measuring and recording amount of urinary output;

(F) obtaining a specimen from the Patient; and

(G) applying a condom catheter to a Patient;

(viii) the following activities relating to the positioning and transferring of Patients:

(A) assisting Patients to turn and reposition;

(B) turning and positioning Patients;

(C) assisting with and carrying out the transfer of a Patient from one location to another;

(D) assisting Patient with ambulation; and

(E) assisting with and carrying out the application and removal of prostheses and orthotic devices,

(the "Personal Support Tasks").

(3) Homemaking Tasks shall include,

(a) the following housecleaning activities:

(i) cleaning sink, bath and shower after use by Service Provider Personnel for bathing of Patient;

(ii) emptying commode, urinal or bedpan after assisting Patient with toileting;

(iii) cleaning toilet, commode, urinal or bedpan after assisting Patient with toileting;

(iv) washing, drying and putting away dishes used to assist Patient with feeding;

(v) cleaning surfaces of counters and appliances used to assist Patient with feeding;

(vi) cleaning kitchen and bathroom floors with wet mop, as necessary;

(vii) dusting, mopping and vacuuming Patient's primary living area; and

(viii) disposing of Patient's garbage;

(b) the following activities relating to Patient's laundry:

(i) washing laundry in washing machine at Service Delivery Location or laundromat; and

(ii) drying laundry;

(c) the following activities relating to shopping:

(i) assisting with the preparation of a grocery list; and

(ii) shopping for groceries for a Patient in locations authorized by the CCAC;

(d) the following activity relating to banking:

(i) mailing cheques;

(e) the following activities relating to meal preparation:

(i) assisting with and carrying out the preparation of meals that take no longer than 30 minutes to prepare;

(ii) warming prepared foods;

(iii) dividing and storing prepared meals and food;

(iv) assisting with and carrying out the feeding of Patients; and

(v) assisting with and carrying out the cleaning of Patient after a meal;

(f) planning menus; and

(g) caring for the child of the Patient by carrying out, as applicable, any of the activities set out in SS Section 3.3.1(2) or 3.3.1(3),

(the "Homemaking Tasks").

(4) With the approval of the CCAC, the Service Provider shall carry out the following care activities with and for a Patient, provided that the care activities are assigned, delegated, supervised and/or taught in accordance applicable College Standards and Guidelines, including,

(a) transferring Patient using transfer equipment;

(b) using a transfer technique identified by a regulated health professional;

(c) providing special mouth care as directed by a regulated health professional;

(d) performing shallow oral suctioning on a Patient;

(e) cueing, assisting with or carrying out range of motion exercises;

(f) cleansing outer cannula for an established tracheostomy;

(g) applying compression stockings to a Patient;

(h) administering a commercially prepared enema to a Patient;

(i) inserting a suppository into a Patient, if the suppository is part of an activity of daily living (not on a *pro re nata* basis);

(j) assisting with and carrying out urine testing with test strips or similar technology on a Patient to determine sugar and acetone levels but excluding the interpretation of results;

(k) assisting with the insertion, cleaning and removal of intermittent catheters;

(l) administering tube feeding to a Patient;

(m) measuring and recording fluid intake of a Patient;

(n) after the Patient or Caregiver has prepared or premeasured the medication, assisting the Patient to take oral medication, if the Patient needs physical assistance to take the medication;

(o) assisting a Patient with pre-loaded injections, excluding the administration of the injection itself;

(p) assisting with the administration of oxygen to a Patient;

(q) assisting with and carrying out the administration of eye and ear drops to a Patient;

(r) assisting with and carrying out the administration of inhalants to a Patient;

(s) assisting Patient with and carrying out the application of medicated shampoos, medicated lotions, creams and ointments to the skin;

(t) assisting a Patient with and carrying out the application of dry dressings;

(u) assisting the Patient with exercise programs;

(v) assisting the Patient with breathing exercises, including exercises relating to deep breathing, coughing and postural drainage;

(w) performing Special Functions taught pursuant to SS Section 3.3.2;

(x) any other activity taught by a regulated health professional;

(y) assisting with the application of a medication patch; and

(z) assisting with blood glucose testing and recording.

(5) In addition to Personal Support Tasks and Homemaking Tasks, the Service Provider shall be capable of,

(a) cueing the Patient with respect to any Personal Support and Homemaking Tasks and any other activity set out in the Patient's Service Plan;

(b) teaching the Patient and, if applicable, the Caregiver, techniques, activities and behaviour relating to the Care Delivery Plan; and

(c) assessing and validating that the Patient and, if applicable, the Caregiver, have demonstrated their understanding and ability to carry out the acquired technique, activity and behaviour taught pursuant to SS Section 3.3.1(5)(b).

(6) Prior to performing any of the tasks set out in SS Section 3.3.1(4), the Service Provider shall obtain the consent of the Patient.

(7) The Service Provider shall be available 24 hours a day, 7 days a week to provide Personal Support and Homemaking Services to Patients accepted by the Service Provider through the acceptance of a Service Request.

(8) The Service Provider shall provide Personal Support and Homemaking Tasks in accordance with the Care Delivery Plan to each Patient accepted by the Service Provider through the acceptance of a Service Request.

3.3.2 Regulated Service Supervisors

(1) In addition to the services provided pursuant to SS Section 3.3.1, Regulated Service Supervisors shall, in accordance with all applicable College Standards and Guidelines,

(a) obtain training from a regulated health professional with respect to a task to be supervised by the Regulated Service Supervisors and performed by a Support Worker (the "Special Function");

(b) teach Support Workers how to perform a Special Function on a specific Patient in accordance with College Standards and Guidelines;

(c) monitor the ability of Support Workers to perform a Special Function on a Patient;

(d) monitor the Patient's progress, as it relates to the Special Function, towards the Care Delivery Plan Goals; and

(e) communicate with the CCAC with respect to all matters relating to the Special Function.

(2) At least one of the Regulated Service Supervisors assigned to supervise Service Provider Personnel delivering Personal Support and Homemaking Services shall be an RN.

3.3.3 Communication between the Service Provider and Patients and Caregivers

The Service Provider shall be available to respond to, and shall respond to, 24 hours a day, 7 days a week, any requests from a Patient accepted by the Service Provider through the acceptance of a Service Request and, if applicable, the Patient's Caregiver for information relating to the Personal Support and Homemaking Services being delivered to the Patient by the Service Provider in a timely manner that is responsive to the Patient's needs.

3.3.4 Cooperation

(1) The Service Provider shall cooperate with the CCAC, Caregivers, Other CCAC Providers and Non-CCAC Providers that are involved in providing CCAC Community Services and Non-CCAC Community Services to the Patient.

(2) The Service Provider's obligation to cooperate pursuant to SS Section 3.3.4(1) shall include,

(a) participating in meetings as requested by the CCAC, either in person or by telephone, to discuss a specific Patient Care Plan where a representative of the CCAC is present (a "Patient Case Conference");

(b) communicating with the CCAC, Caregivers, Other CCAC Providers and Non-CCAC Providers as required to provide Personal Support and Homemaking Services;

(c) scheduling the delivery of Personal Support and Homemaking Services in coordination with Other CCAC Providers and Non-CCAC Providers that deliver CCAC Community Services and Non-CCAC Community Services and in accordance with the Patient Care Plan; and

(d) any additional requirements set out in the Special Conditions of the Agreement.

(3) If the CCAC organizes a Patient Case Conference pursuant to SS Section 3.3.4(2)(a), the Service Provider shall assign Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the Patient Case Conference and to attend the Patient Case Conference. The CCAC shall pay the Service Provider for a Patient Case Conference either as a Fixed Period Visit or at an Hourly Rate, as determined by the CCAC.

3.4 Extended or Unforeseen Visits (The Unplanned Visit)

(1) If the Service Provider,

(a) cannot complete the Personal Support and Homemaking Services that were assigned by the CCAC for a particular Fixed Period Visit or Hourly Visit;

(b) must extend a Fixed Period Visit or Hourly Visit; or

(c) must carry out an additional Fixed Period Visit or Hourly Visit, as applicable, that was not included in the Patient Care Plan,

the Service Provider shall immediately contact the applicable Care Coordinator or the Care Coordinator's designate to request an authorization for additional time.

(2) The CCAC will authorize additional time for the Service Provider in accordance with SS Section 3.4(3) (an "Unplanned Visit") only if the Unplanned Visit was reasonably required by unforeseen circumstances and was not required as a result of the act or omission of the Service Provider.

(3) If contacted by a Service Provider pursuant to SS Section 3.4(1), the Care Coordinator, or the Care Coordinator's designate, may, in its sole discretion,

(a) refuse to authorize further time or compensation;

(b) authorize an additional Fixed Period Visit or Hourly Visit, as applicable, for the Patient;

(c) authorize additional time at an Hourly Rate or a Special Rate; or

(d) authorize additional time on an alternate basis.

(4) In exceptional circumstances, the Care Coordinator may carry out the assessment pursuant to SS Section 3.4(2) and (3) after the Service Provider has carried out the applicable Personal Support and Homemaking Services if,

(a) the Care Coordinator, in his or her sole discretion, determines that the Service Provider made reasonable efforts to contact the Care Coordinator or the Care Coordinator's designate prior to carrying out those Personal Support and Homemaking Services; and

(b) the Service Provider Personnel contacted the Care Coordinator within 24 hours, or the next Business Day, after those Personal Support and Homemaking Services were carried out.

(5) If the Service Provider Personnel cannot contact the CCAC to authorize an Unplanned Visit because the CCAC offices are not open and a Care Coordinator is not available, the CCAC will carry out the assessment pursuant to SS Section 3.4(3) after the Service Provider has carried out the applicable Personal Support and Homemaking Services if and only if the Service Provider Personnel contacts the

Care Coordinator within 24 hours, or the next Business Day, after those Personal Support and Homemaking Services were carried out.

(6) If an Unplanned Visit is authorized pursuant to SS Section 3.4(3), the CCAC shall, if necessary, update or revise the Patient Care Plan.

(7) If the Service Provider provides an Unplanned Visit pursuant to SS Section 3.4(3) the Service Provider shall notify or provide a report to the CCAC pursuant to SS Section 5.1, 5.4 or 5.5.

(8) The CCAC may, in its sole discretion, limit the number of Unplanned Visits for a Patient.

3.5 Assessment and Evaluation of Services to Individual Patients

(1) The Supervisor shall by attendance at the Service Delivery Location, in consultation with the Patient, assess,

(a) the Personal Support and Homemaking Services delivered to the individual Patient;

(b) the Patient's progress towards the Care Delivery Plan Goals; and

(c) the Patient's physical environment,

(the "Supervisor Assessment").

(2) The Supervisor Assessment pursuant to SS Section 3.5(1) shall include, as applicable,

(a) reviewing the Referral Information Package;

(b) consulting the Patient, the Caregiver, family members and members of the Patient's household, as necessary;

(c) identifying any immediate safety concerns in the Patient's physical environment that are not set out in the Referral;

(d) identifying any CCAC Equipment and Supplies requirements of the Patient that are not set out in the CCAC Assessment;

(e) evaluating the effectiveness of the Care Delivery Plan; and

(f) subject to SS Sections 3.1.1(3) and 3.5(3), updating and revising the Care Delivery Plan in order to progress towards the Care Delivery Plan Goals.

(3) The Service Provider shall not update or revise the Care Delivery Plan pursuant to SS Section 3.5(2)(f) without the prior approval of the CCAC if the change to the Care Delivery Plan is,

(a) an increase or decrease in the frequency or the number of Fixed Period Visits or Hourly Visits to be provided to the Patient; or

(b) a change to the Planned Discharge Date.

(4) If the Supervisor identifies any immediate safety concerns pursuant to SS Section 3.5(2)(c), the Service Provider shall notify the CCAC pursuant to SS Section 5.5.

(5) If the Supervisor identifies any CCAC Equipment and Supplies requirements pursuant to SS Section 3.5(2)(d), the Service Provider shall notify the CCAC pursuant to SS Section 5.1.

3.6 Discharge

(1) The Service Provider shall end its delivery of Personal Support and Homemaking Services to a Patient if,

(a) the Care Delivery Plan Goals have been achieved;

(b) the CCAC notifies the Service Provider that the Patient has been discharged by the CCAC;

(c) the CCAC notifies the Service Provider that the Patient will be transferred to an Other CCAC Service Provider;

(d) the Service Provider has withdrawn Personal Support and Homemaking Services pursuant to GC Sections 3.1.5 or 3.1.6; or

(e) the Service Provider or the CCAC has suspended or terminated the Agreement pursuant to GC Section 12.1 or 12.2.

(2) If the Personal Support and Homemaking Services have ended pursuant to SS Section 3.6(1)(a), the Service Provider shall, unless the CCAC has discharged the Patient or notice has been given under another section of this Services Schedule, notify the CCAC.

(3) If the CCAC disagrees with the Service Provider's determination that the Care Delivery Plan Goals have been achieved and the Service Provider's decision to end its provision or Personal Support and Homemaking Services to a Patient pursuant to SS Section 3.6(1)(a), the Service Provider and the CCAC shall meet, at a time and place specified by the CCAC, to review the Service Provider's decision.

ARTICLE 4 EQUIPMENT AND SUPPLIES

4.1 Supply of Standard Equipment and Supplies

(1) The Service Provider shall provide and maintain the following medical equipment and supplies at its own cost and expense,

(a) non-sterile gloves;

(b) goggles;

(c) protective gowns;

(d) surgical masks;

(e) hand cleaning products; and

(f) gloves for house cleaning activities,

(the "Standard Equipment and Supplies").

(2) The CCAC may, in its discretion, provide the items set out in SS Sections 4.1(1)(a), (b), (c) and (d) if the CCAC determines that those items are required for the ongoing treatment of a Patient.

(3) If the CCAC determines that a Patient requires an item for ongoing treatment pursuant to SS Section 4.1(2), then such item shall be deemed to be an item of CCAC Equipment and Supplies for that Patient.

(4) Except as provided in SS Section 4.1(5), the Service Provider shall not bear the cost for the provision of additional equipment and supplies (that is in addition to the Standard Equipment and Supplies) that are required to deal with a public health crisis in the Service Area if such public health crisis has been formally declared to exist by the World Health Organisation, the Chief Medical Officer of Health of the Province of Ontario or the applicable local Medical Officer of Health. If a public health crisis has been formally declared and a Service Provider is required to provide additional equipment and supplies to protect a Patient or the Service Provider Personnel in accordance with SS Section 4.1(5), the Service Provider shall be eligible for either reimbursement from the CCAC for the cost of providing the additional equipment and supplies or shall be eligible to receive additional equipment and supplies directly from the CCAC, at the discretion of the CCAC.

(5) Nothing in this SS Article 4, including a CCAC's decision as to whether to provide CCAC Equipment and Supplies to a Service Provider or to reimburse the cost of additional equipment and supplies pursuant to SS Section 4.1(4), affects, in any way, the Service Provider's obligations to the Patients or the Service Provider Personnel under,

(a) the Applicable Law;

(b) any other College Standards and Guidelines or professional standard related in any way to the protection of the Patients or the Service Provider Personnel, including any clinical obligations that the Service Provider Personnel may have regarding preparedness for a public health crisis; or

(c) any direction from a governmental agency regarding a public health issue.

For clarity, the Service Provider shall comply with all directions of the Government of Ontario or the applicable local Medical Officer of Health relating to the stockpiling of equipment and supplies.

4.2 CCAC Equipment and Supplies

(1) The CCAC shall provide medical equipment or supplies that are not included in Standard Equipment or Supplies where,

(a) the medical equipment or supplies are on the CCAC's standard list of medical equipment and supplies to be provided by the CCAC, as the list is amended from time to time by the CCAC in the CCAC's sole discretion (the "Listed CCAC Equipment and Supplies"); and

(b) the medical equipment and supplies are not Standard Equipment and Supplies or Listed CCAC Equipment and Supplies but have been approved by the CCAC in accordance with SS Section 4.4 ("Other Equipment and Supplies"),

(the "CCAC Equipment and Supplies").

4.3 Requesting Listed CCAC Equipment and Supplies

(1) For those Listed CCAC Equipment and Supplies which have not already been ordered or provided by the CCAC, the Service Provider shall submit a request, to the CCAC, in the format specified by the CCAC and in accordance with the CCAC's instructions, for the Listed CCAC Equipment and Supplies required.

(2) The CCAC shall approve, clarify or decline a request for Listed CCAC Equipment and Supplies submitted pursuant to SS Section 4.3(1) no later than 3 Business Days after either,

(a) the submission of the request; or

(b) if the CCAC has a specified deadline for the submission of equipment and supply orders, the day of the deadline.

(3) If the CCAC does not notify the Service Provider that the request has been declined by the deadline set out in SS Section 4.3(2), the request is deemed to be approved.

(4) For all re-ordering of Listed CCAC Equipment and Supplies, the Service Provider shall submit requests as required for the care of the Patient and in a timely fashion that ensures the continuous availability of Listed CCAC Equipment and Supplies necessary to carry out the Personal Support and Homemaking Services to the Patient as specified in the Patient Care Plan, and in accordance with this SS Section 4.3.

4.4 Requesting Other Equipment and Supplies

(1) The Service Provider may submit a request, to the CCAC, for Other Equipment and Supplies.

(2) The CCAC shall approve, clarify or decline a request for Other Equipment and Supplies submitted pursuant to SS Section 4.4(1) no later than 10 Business Days after either,

(a) the submission of the request; or

(b) if the CCAC has a specified deadline for the submission of equipment and supply orders, the day of the deadline.

(3) If the CCAC does not approve, clarify or decline the request by the deadline set out in SS Section 4.4(2), and the CCAC does not contact the Service Provider to indicate that additional time is necessary to consider the request, the request shall be deemed to have been declined by the CCAC.

4.5 Management of Equipment and Supplies

(1) The CCAC shall arrange for the delivery of CCAC Equipment and Supplies to either the Service Delivery Location or an alternate location as specified in the Special Conditions of the Agreement.

(2) If the CCAC has specified an alternate location for the delivery of CCAC Equipment and Supplies to the Service Provider in the Special Conditions (instead of delivery to the Service Delivery Location), the Service Provider shall pick-up all CCAC Equipment and Supplies at that alternate location, deliver the CCAC Equipment and Supplies to the Service Delivery Location and, if required, return the CCAC Equipment and Supplies to the alternate location.

(3) The Service Provider shall request and use all the Equipment and Supplies in a responsible manner and in a manner that minimizes waste and misuse, including,

(a) placing the Equipment and Supplies used by the Service Provider in a safe storage location at the Service Delivery Location in accordance with the supplier's and manufacturer's guidelines, if applicable;

(b) following standard health protection and infection control procedures when using and disposing of Equipment and Supplies;

(c) conducting minor cleaning of the Equipment and Supplies used by the Service Provider;

(d) replacing batteries, as needed, in the Equipment and Supplies used by the Service Provider in accordance with the supplier's and manufacturer's guidelines, if applicable;

(e) promptly reporting any problems with the CCAC Equipment and Supplies, including the failure of any equipment, to the CCAC; and

(f) monitoring usage of Equipment and Supplies required for the delivery of Personal Support and Homemaking Services.

ARTICLE 5 NOTIFICATION AND SERVICE DELIVERY REPORTS

5.1 Notification Requirements

(1) The Service Provider shall immediately notify the CCAC Care Coordinator or designate if,

(a) the Service Provider is unable to proceed with a Fixed Period Visit or Hourly Visit as set out in the Patient Care Plan and such Fixed Period Visit or Hourly Visit has not been rescheduled in accordance with the Care Delivery Plan;

(b) the Patient is admitted unexpectedly to a hospital or a health care facility;

(c) a Caregiver is expected to be unable to provide care to a Patient for a significant period of time;

(d) the Service Provider encounters a Not Seen, Not Found Event; or

(e) a communicable or reportable disease, as defined in the *Health Protection and Promotion Act*, develops in a Patient, Caregiver, a Service Provider Personnel or any other person at the Service Delivery Location.

(2) The Service Provider shall notify the CCAC Care Coordinator or designate no later than 24 hours after the event if,

(a) the Service Provider is aware that there is a change in Non-CCAC Community Services;

(b) the Service Provider has concerns regarding the effectiveness or lack of use of the CCAC Equipment and Supplies used in the delivery of Personal Support and Homemaking Services, unless the Service Provider's concerns may pose a risk to the Patient, in which case the Service Provider shall treat the matter as a Risk Event; or

(c) the Service Provider identifies a need for CCAC Equipment and Supplies.

5.2 Reports – General Requirements

(1) Except as provided in SS Section 5.2(2), all reports shall be submitted to the CCAC in writing. All reports shall be submitted in accordance with the requirements of the Performance Standards Schedule.

(2) The following exceptions to SS Section 5.2(1) apply:

(a) In respect of Risk Event reporting as defined in SS Section 5.5, the Service Provider shall provide an immediate oral report, followed by a written report before the deadline specified in SS Section 5.5(5);

(b) In respect of a change to the Patient's Planned Discharge Date, if the CCAC has a verbal or voicemail system for the purpose of such reporting, a written report is not required;

(c) In respect of a change to the Patient's requirements for CCAC Equipment and Supplies in accordance with SS Section 5.4(1)(b)(iv), if the CCAC has a verbal or voicemail system for the purpose of requesting CCAC Equipment and Supplies, a written report is not required; and

(d) In respect of a Change of Status Report as defined in SS Section 5.4(1), if the CCAC has specified in the Special Conditions to this Agreement that a written report is not required then a written report is not required.

5.3 Initial Reports

(1) The Service Provider shall, after completing the Supervisor Assessment, submit a report to the CCAC Care Coordinator or designate for each Patient in the format specified by the CCAC (the "Initial Report").

(2) The Initial Report shall include,

(a) the Patient Identifiers;

(b) the Care Delivery Plan Goals;

(c) recommended changes to the Patient Care Plan, if any, including frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patients; and

(d) any other relevant information.

(3) Unless otherwise specified in the Special Conditions, the Service Provider shall submit the Initial Report no later than 14 days after completing the initial Fixed Period Visit or Hourly Visit.

(4) A Supervisor shall complete the Initial Report.

(5) If requested by the CCAC, prior to the submission of an Initial Report, the Service Provider shall notify the CCAC that a Supervisor Assessment has been completed.

5.4 Change of Status Reports

(1) The Service Provider shall provide a report to the CCAC Care Coordinator or designate in the format specified by the CCAC if,

(a) the Service Provider recommends changes to the Patient Care Plan; or

(b) there is a change in the Patient's Care Delivery Plan Goals or progress towards the Care Delivery Plan Goals that requires a change to the Care Delivery Plan in,

(i) the frequency of Fixed Period Visits or Hourly Visits;

(ii) the number of Fixed Period Visits or Hourly Visits;

(iii) the Planned Discharge Date;

(iv) the CCAC Equipment and Supplies requirements of the Patient; or

(v) the type of Personal Support Tasks or Homemaking Tasks required by the Patient; or,

(c) a Regulated Service Supervisor is required to teach a Special Function to a Support Worker,

(the "Change of Status Report").

(2) The Change of Status Report shall include,

(a) the Patient Identifiers;

(b) a description of the change in the Patient's progress towards the Care Delivery Plan Goals;

(c) an assessment of why the change in the Patient's progress towards the Care Delivery Plan Goals occurred;

(d) changes to the Care Delivery Plan, if any; and

(e) recommended changes to the Patient Care Plan, if any.

(3) The Service Provider shall submit a Change of Status Report in a time sensitive manner considering the Patient's change in status but, in any event, no later than 48 hours after the end of the Fixed Period Visit or Hourly Visit when the Service Provider Personnel identified the change in the progress of Patient care.

(4) The Service Provider shall not make any changes to the Care Delivery Plan that are not consistent with the Patient Care Plan.

(5) A Supervisor shall complete the Change of Status Report.

5.5 Risk Event Reporting

(1) For the purposes of the Service Provider's notification requirements set out in this SS Section 5.5, a risk event means an unforeseen event that has given rise to or may reasonably be expected to give rise to danger, loss or injury relating to the delivery of the Personal Support and Homemaking Services, including danger, loss or injury to the Patient, Caregiver, Service Provider Personnel or loss or damage to the CCAC or the Service Provider (a "Risk Event").

(2) For the purpose of SS Section 5.5(1), a Risk Event includes,

(a) an improper procedure or intervention;

(b) a situation where the Service Provider is aware that medical orders have not been followed;

(c) a Patient injury;

(d) a Patient fall;

(e) a medication error;

(f) a situation where the Service Provider believes that an infectious disease at the Service Delivery Location that was required to be reported has not been reported;

(g) the actual or potential abuse of a Patient;

(h) an actual or alleged theft at the Service Delivery Location;

(i) the unexpected death of a Patient;

(j) any unsecured animals at the Service Delivery Location;

(k) any unsecured weapons at the Service Delivery Location;

(l) an unsafe Patient environment;

(m) any abuse or threat of injury to Service Provider Personnel related to the delivery of Personal Support and Homemaking Services;

(n) a Privacy and Security Event as defined in GC Section 1.1;

(o) an instance of Missed Care;

(p) a situation where Personal Support and Homemaking Services declined by the Patient;

(q) a situation where Personal Support and Homemaking Services refused by Service Provider Personnel due to a risk issue;

(r) any accidental damage to property at the Service Delivery Location;

(s) the late delivery or delivery to the incorrect location of CCAC Equipment and Supplies;

(t) any medical equipment required for the delivery of Personal Support and Homemaking Services that is soiled or malfunctioning;

(u) the Service Provider believes that a risk to the Patient or the Service Provider exists that was known to the CCAC but was not communicated to the Service Provider by the CCAC; and

(v) the commencement of a claim, legal proceeding or police investigation relating to a Patient that involves the Service Provider or the CCAC.

(3) An "Adverse Event" is any Risk Event that meets the following three criteria:

(a) the Risk Event is related to a Patient;

(b) the Risk Event causes an unintended injury to the Patient or complication that results in disability, death or increased use of healthcare resources; and

(c) the Risk Event is caused by healthcare management, including any care or treatment provided as part of a formal care plan that is provided by healthcare workers, formal or informal caregivers or as self-care by the Patient.

(4) The Service Provider shall immediately orally notify the CCAC Care Coordinator or designate, if

(a) a Risk Event occurs that involves,

(i) the safety of the Patient or any person involved in the Patient's care;

(ii) the Patient's ability to receive Personal Support and Homemaking Services;

(iii) the Service Provider's ability or suitability to deliver Personal Support and Homemaking Services; or

(iv) a Privacy and Security Event as defined in GC Section 1.1, or

(b) an Adverse Event occurs.

(5) Except as set out in SS Section 5.5(7), in addition to the oral notice pursuant to SS Section 5.5(4), the Service Provider shall submit a report to the CCAC Care Coordinator or designate when a Risk Event occurs (the "Risk Event Report") or no later than 3 days after the Risk Event. If, in the CCAC's opinion, acting reasonably, the Risk Event Report is required urgently, the CCAC may require the Service Provider to submit the Risk Event Report sooner than 3 days after the Risk Event.

(6) The Risk Event Report shall include, if applicable,

(a) the Patient Identifiers;

(b) the date and approximate time of the Risk Event;

(c) a detailed description of the Risk Event, including the names of any witnesses to the Risk Event;

(d) the name of the Service Provider Personnel involved;

(e) a description of the Service Provider's response to the Risk Event;

(f) a description of the actions taken by the Service Provider to address the Risk Event; and

(g) whether the Risk Event is an Adverse Event.

(7) If specified by the CCAC, the Service Provider may submit a Risk Report for any instance of Missed Care verbally, provided that,

(a) the CCAC has a verbal or voicemail system for the purpose of such reporting; and

(b) the Missed Care has not given rise, nor can it be expected to give rise to, danger, loss or injury to the Patient or the Caregiver.

5.6 Patient Interim Reports

(1) The Service Provider shall provide a report to the CCAC Care Coordinator or designate, upon the reasonable request of the CCAC Care Coordinator or designate, with respect to the progress of the Patient toward meeting the Care Delivery Plan Goals if the CCAC requires information about the Patient (the "Patient Interim Report").

(2) The Patient Interim Report shall include,

(a) the schedule of Personal Support and Homemaking Services for the Patient;

(b) the Patient's current health condition and functional status at the time of the last Fixed Period Visit or Hourly Visit, if the Patient's health condition or functional status is different than as indicated in the last report provided to the CCAC with respect to that Patient;

(c) a description of the progress made towards the Care Delivery Plan Goals;

(d) the reasons for any failure to progress towards the Care Delivery Plan Goals; and

(e) any additional feedback as reasonably requested by the CCAC Care Coordinator or designate.

(3) The Service Provider shall submit a Patient Interim Report no later than 3 days after the CCAC's request, unless otherwise agreed by the CCAC Care Coordinator or designate.

(4) For Patients receiving Personal Support and Homemaking Services for a period in excess of six months, if the CCAC intends to request regular Patient Interim Reports, the CCAC shall provide the Service Provider with a schedule, in advance, of any of the regular Patient Interim Reports that the CCAC intends to request.

ARTICLE 6 EXPERT ADVICE AND ASSISTANCE

6.1 Expert Advice and Assistance

(1) The Service Provider shall provide, at the reasonable request of the CCAC, ongoing advice and assistance to the CCAC in respect of all matters relating to,

(a) the delivery of the Services; and

(b) the Equipment and Supplies relating to the delivery of the Services.

(2) The Service Provider's advice and assistance pursuant to SS Section 6.1(1) shall include,

(a) advising the CCAC with respect to new developments and initiatives in the delivery of Personal Support and Homemaking Services;

(b) assisting the CCAC in implementing new methods for the delivery of Personal Support and Homemaking Services;

(c) providing expertise to support the CCAC's planning activities;

(d) participating on CCAC committees with respect to the delivery of Services; and

(e) assisting with media relations and issues.

ARTICLE 7 ORGANIZATIONAL REQUIREMENTS

7.1 Information Systems

(1) The Service Provider shall have information systems in place to manage information in an efficient and effective way that allows the ready retrieval of information. The Service Provider's information systems shall include,

(a) a system to store, format and transmit information to the CCAC;

(b) a system to ensure its information systems are compatible with the CCAC information systems;

(c) a system to track Patient information;

(d) a system to track Performance Standards set out in the Performance Standards Schedule;

(e) a system to document and manage requests for CCAC Equipment and Supplies; and

(f) an internal auditing system to ensure that Requests for Payment submitted by the Service Provider to the CCAC are consistent with the Fixed Period Visits or Hourly Visits completed by Service Provider Personnel.

(2) The Service Provider shall have a Patient satisfaction monitoring system that includes,

(a) plans to communicate to Patients and, if applicable, to Caregivers that complaints regarding the Service Provider's delivery of Personal Support and Homemaking Services may be submitted directly to the CCAC or to the Service Provider;

(b) a system to receive, handle, respond to and track all Patient and, if applicable, Caregiver queries, complaints and requests including queries, complaints and requests with respect to,

(i) Service Provider Personnel; and

(ii) the quality of Personal Support and Homemaking Services delivered by the Service Provider; and

(c) a system for conducting Patient and Caregiver satisfaction surveys in coordination with the CCAC on a frequency and schedule approved by the CCAC, acting reasonably.

7.2 Risk Management Program

(1) The Service Provider shall implement a risk management program to identify, assess, analyse, prepare for, manage, mitigate, and, if applicable, prevent,

(a) safety risks at the Service Delivery Location, including physical, environmental and psycho-social risks, for the Patient, the Caregiver and Service Provider

Personnel that affect or may affect the health of the Patient or the delivery of Personal Support and Homemaking Services; and

(b) organizational risks for the Service Provider that affect or may affect the delivery of the Services,

(the "Risk Management Program").

(2) The Risk Management Program shall include,

(a) strategies and procedures for communicating safety risks to the Patient, the Caregiver, the CCAC and Other CCAC Providers;

(b) strategies for communicating organizational risks to the CCAC;

(c) a program to track and assess financial risks, contingencies, liabilities and irregular transactions and the provision of advance notice to the CCAC in the event of negative financial performance;

(d) a program to track and report Risk Events to the satisfaction of the CCAC;

(e) procedures for the Service Provider to follow when encountering emergency, disaster or unforeseen situations and a plan to train and prepare Service Provider Personnel for emergencies, disasters and unforeseen situations in accordance with the Risk Management Program, including regular drills and testing, (the "Emergency Plan"), including,

(i) natural disasters;

(ii) war or other hostilities;

(iii) severe weather;

(iv) terrorist acts;

(v) public infrastructure failure;

(vi) strikes, lock-outs or other labour actions and disruptions;

(vii) failure of Service Provider infrastructure;

(viii) failure or major disruption of Service Provider information or communication systems;

(ix) fire;

(x) Patient-specific medical emergencies;

(xi) a plan for reporting to the CCAC regarding all Patient Care Plans to facilitate transition to another service provider in the event that the Service Provider is unable to deliver the Personal Support and Homemaking Services due to a public health crisis;

(xii) abuse of a Patient, Caregiver or Service Provider Personnel;

(xiii) accident or injury to a Patient, Caregiver or Service Provider Personnel;

(xiv) legal proceedings against the Service Provider; and

(xv) insolvency or bankruptcy of the Service Provider;

(f) policies and procedures for managing and reporting on Patients, Caregivers, and Service Provider Personnel with communicable diseases and reportable diseases as defined in the *Health Protection and Promotion Act*;

(g) policies and procedures for managing the protection of Service Provider Personnel, Patients and Caregivers from communicable and reportable diseases through the implementation of health protection and infection control procedures; and

(h) technologies available to the Service Provider to protect and back-up information and communication systems in the event of failure or disruption.

(3) The Emergency Plan shall be consistent with the CCAC's emergency plan.

7.3 Quality Management Program

(1) The Service Provider shall implement a program to monitor, record, evaluate and improve the Service Provider's performance in the delivery of the Services (the "Quality Management Program") that,

(a) develops an annual continuous quality improvement plan that aligns with the CCAC's annual continuous quality improvement plan;

(b) employs valid and reliable tools and techniques for process analysis;

(c) results in decisions that are based on reliable data, information and performance analysis;

(d) establishes a process for identifying, implementing and maintaining improvements;

(e) is designed to track the Service Provider's record of improvements in business practices and delivery of the Services; and

(f) involves Service Provider Personnel, at all levels, in the improvement process.

(2) The Quality Management Program shall include,

(a) the incorporation of the Performance Standards set out in the Performance Standards Schedule into the Service Provider's existing quality management plan, and the measurement and reporting on Performance Standards;

(b) the measurement and tracking of performance indicators developed and tracked by the Service Provider, in addition to Quarterly and Annual Indicators, relating to the quality of Personal Support and Homemaking Services delivered by the Service Provider;

(c) the implementation of corrective action where a Performance Standard is not achieved;

(d) the monitoring and reporting of any corrective action taken pursuant to SS Section 7.3(2)(c) and the results of the corrective action;

(e) the review, assessment and improvement of organizational processes on a regular basis;

(f) the measurement and reporting of the following information related to the delivery of Personal Support and Homemaking Services by the Service Provider in each Quarter or Part Quarter (the "Quarterly Indicators"):

(i) the number of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter divided by the number of Patients in the applicable Quarter or Part Quarter;

(ii) the types of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter; and

(iii) the number of Patient Records returned by Service Provider Personnel or the Patient to the Service Provider in the applicable Quarter or Part Quarter divided by the number of Patients discharged in the applicable Quarter or Part Quarter; and

(g) the measurement and reporting of a summary of the results of any Patient or Caregiver satisfaction surveys undertaken by the Service Provider in the applicable Fiscal Year (the "Annual Indicators").

(3) In addition to the indicators measured by the Service Provider pursuant to SS Sections 7.3(2)(f) and (g), the Service Provider shall, as agreed by the CCAC and the Service Provider, collect any other information relating to the Personal Support and Homemaking Services and report the information to the CCAC.

(4) The Service Provider acknowledges and agrees that the CCAC may implement a standard provincial performance management framework during the Agreement Term.

(5) The Service Provider acknowledges and agrees that the CCAC intends to disclose, to the public, on a periodic basis, information with respect to the Service Provider's performance of its obligations under this Agreement in relation to the Performance Standards and applicable Health Quality Ontario indicators and that, in accordance with GC Section 7.2, such disclosure is permitted.

7.4 Human Resources Requirements

(1) The Service Provider shall manage the recruitment, retention, training, deployment, development, supervision and performance of the Service Provider Personnel to,

(a) recruit and retain an appropriate number of Service Provider Personnel to provide Personal Support and Homemaking Services to Patients as referred to the Service Provider by the CCAC;

(b) recruit and retain Service Provider Personnel that,

(i) have the necessary experience and qualifications to provide Personal Support and Homemaking Services, including the experience and qualifications set out in the Special Conditions of the Agreement;

(ii) recognize, are sensitive to and can respond to the ethnic, spiritual, linguistic, familial and cultural needs of the Service Area population; and

(iii) have skills to meet the communication needs of the Service Area population;

(c) recruit a sufficient number of Supervisors that have the necessary management qualifications and experience to monitor, train, assist and supervise Support Workers;

(d) recruit Regulated Service Supervisors that are regulated health professionals and that have the necessary management qualifications and experience to monitor, train, assist and supervise Support Workers;

(e) verify the qualifications of Service Provider Personnel on a continual basis;

(f) implement appropriate screening measures for Service Provider Personnel;

(g) provide orientation programs that include education for new Service Provider Personnel with respect to Service Provider Policies and Procedures and CCAC Policies and Procedures (the "Orientation Sessions");

(h) ensure that Service Provider Personnel are familiar with, and follow, the requirements of the Bill of Rights as set out in the *Home Care and Community Services Act*;

(i) monitor new developments in the delivery of Personal Support and Homemaking Services and the skills needed to provide new delivery methods;

(j) monitor, in each Fiscal Year, the types of Service Provider Personnel who cease to work for the Service Provider;

(k) report on initiatives undertaken by the Service Provider to respond to anticipated changes in the labour market for Support Workers and Supervisors;

(l) provide a comprehensive training and development program for Service Provider Personnel;

(m) provide anti-discrimination and anti-harassment education to Service Provider Personnel;

(n) regularly evaluate the performance and competency of Service Provider Personnel;

(o) manage any restrictions on a Regulated Service Supervisor's certificate of registration with a professional college;

(p) if the CCAC is a designated agency or operates in a designated area as defined in the *French Language Services Act* and as specified in the Special Conditions of the Agreement,

(i) recruit and retain Service Provider Personnel who have the necessary experience and qualifications to provide Personal Support and Homemaking Services in French; and

(ii) verify the French language skills of Service Provider Personnel who provide Personal Support and Homemaking Services in French; and

(q) verify that each Service Provider Personnel who will provide Personal Support and Homemaking Services has obtained a Canadian Police Information Centre computer check and provides an annual offence declaration.

(2) The Service Provider acknowledges and agrees that it shall have sole responsibility for hiring, training, management, administration, supervision, discipline and dismissal of Service Provider Personnel.

7.5 CCAC Participation in Service Provider Orientation Sessions

(1) In order to educate Service Provider Personnel with respect to the CCAC and the role of CCAC Care Coordinators, the CCAC may elect to attend and participate in any Orientation Session. Participation by the CCAC may include the distribution of CCAC materials to Service Provider Personnel.

(2) If the CCAC elects to participate in any Orientation Session, and the CCAC informs the Service Provider that it wishes to participate, the Service Provider shall keep the CCAC informed of the schedule of Orientation Sessions.

7.6 Patient Transition Plan

7.6.1 Start-up Transition

(1) The Service Provider shall implement the CCAC's transition plan, for the transition of the care of Patients from Other CCAC Providers at the beginning of the Agreement Term.

(2) In implementing the CCAC's transition plan pursuant to SS Section 7.6.1(1), the Service Provider shall,

(a) develop and implement a system of status reporting for each Patient when transitioning Patients from the Other CCAC Providers;

(b) provide a weekly report to the CCAC on the Service Provider's success or failure in retaining sufficient Service Provider Personnel to provide Personal Support and Homemaking Services at the Service Provider's Required Market Share;

(c) cooperate with the CCAC, and the Other CCAC Providers, during the implementation of the transition plan;

(d) communicate to transitioned Patients and, if applicable, Caregivers with respect to a transition in a manner consistent with the CCAC's transition communication plan;

(e) regularly and in a timely manner, report transition problems to the CCAC; and

(f) attend meetings at a frequency determined by the CCAC to discuss transition issues.

7.6.2 End Date Transition

(1) If the Service Provider will cease to provide Services to CCAC Patients after the End Date, in the 90 days immediately prior to the End Date, the Service Provider shall carry out the transition of the Patients to whom it has been providing Services to the Other CCAC Providers.

(2) The Service Provider shall carry out the End Date transition in accordance with the instructions of the CCAC and shall,

(a) communicate with the CCAC's Patients, on all transition matters, as generally instructed by the CCAC;

(b) gradually, as instructed by the CCAC, reduce the number of Patients served by the Service Provider prior to the End Date;

(c) refrain, and direct and enforce that the Service Provider Personnel refrain from making complaints to Patients about why the Service Provider's Agreement is terminating;

(d) cooperate with Other CCAC Providers in transitioning Patients, including carrying out joint visits to Patients with the Other CCAC Providers;

(e) in respect of Service Provider Personnel that the Service Provider intends to lay-off or terminate, cooperate with Other CCAC Providers who may wish to retain those employees; and

(f) attend transition meetings at a frequency determined by the CCAC, to discuss transition issues.

7.7 Service Provider Policies and Procedures

(1) The Service Provider shall implement policies and procedures for the delivery of the Services (the "Service Provider Policies and Procedures").

(2) The Service Provider Policies and Procedures shall include a code of conduct for Support Workers (the "Service Provider Code of Conduct").

(3) The Service Provider Code of Conduct shall set out rules governing the behaviour of Service Provider Personnel and shall include rules and guidelines with respect to,

(a) safe, competent and ethical care;

(b) respectful treatment of Patients;

(c) Patient confidentiality and privacy;

(d) a Patient's right to choose;

(e) conflicts of interest;

(f) solicitation; and

(g) informed consent.

(4) The Service Provider shall ensure that all Service Provider Personnel understand and follow the Service Provider Policies and Procedures.

7.8 Change Management Program

(1) The Service Provider shall implement a change management program which supports the successful implementation and sustainability of defined change.

ARTICLE 8 MEETINGS, COMMUNICATION, CLIENT RECORDS AND ORGANIZATIONAL REPORTING

8.1 Meetings between the Service Provider and CCAC

(1) The Service Provider shall meet with the CCAC on a quarterly basis, at the CCAC's request and at the time and place specified by the CCAC, to discuss issues that are not specific to individual Patients, or more frequently at the CCAC's request.

(2) The CCAC may request that the Service Provider assign specific Service Provider Personnel to attend a meeting. The Service Provider shall assign the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the meeting.

8.2 Communication with the CCAC

(1) The Service Provider shall reply to all requests from the CCAC for information in accordance with the following deadlines:

(a) for an urgent request, as specified by the CCAC at the time of the request, no later than 30 minutes from the time of the request; and

(b) for all other requests for information, no later than 24 hours from the time of the request.

(2) The CCAC may request that specific Service Provider Personnel respond to the CCAC's request for information. The Service Provider shall make available the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the request for information.

(3) The Service Provider may provide feedback to the CCAC with respect to the appropriateness of Referrals, complaints from Patients and Caregivers about the CCAC and general comments regarding the effectiveness of the CCAC Community Services.

(4) The Service Provider shall immediately notify the CCAC if an unforeseen event occurs that has affected or may reasonably be expected to affect the Service Provider's ability or suitability to deliver Personal Support and Homemaking Services including,

(a) the decision of the Service Provider to initiate bankruptcy or insolvency proceedings;

(b) the receipt by the Service Provider of a coroner's warrant for seizure or a warrant for a coroner's inquest;

(c) an illegal act is alleged to have been committed by the Service Provider while delivering the Services;

(d) the filing of any mandatory reports by the Service Provider with the governing professional college with respect to any Service Provider Personnel;

(e) the imposition or issuance of an order or decision against a Service Provider Personnel by the governing professional college;

(f) a request for information regarding current or former Patients is made by any Third Party; and

(g) the Service Provider at any time fails to meet the Performance Standards for SS Sections 2.3.1(2) or 2.4.3(3).

8.3 Service Provider Audit of Patient Records

(1) The Service Provider shall carry out random audits of Patient Records that are maintained by Service Provider Personnel to ensure that the Patient Records are,

(a) complete, accurate and reliable; and

(b) where applicable, maintained in accordance with College Standards and Guidelines.

(2) Audits of Patient Records shall be carried out at least once per Fiscal Year and shall use a 95% confidence level and a confidence interval of 10% to determine the sample size, or less if agreed by the CCAC.

8.4 Quarterly Reports

(1) In addition to the other reports required by the Agreement, the Service Provider shall prepare and deliver to the CCAC a report for each Quarter or Part Quarter (the "Quarterly Report"), that includes,

(a) a performance standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standard for SS Section 3.2.1(1);

(b) an indicator report setting out the results of the Service Provider's Quarterly Indicator monitoring program pursuant to SS Section 7.3(2)(f);

(c) a report on any innovative approaches to the delivery of Personal Support and Homemaking Services adopted by the Service Provider;

(d) the results of any corrective action taken pursuant to SS Section 7.3(2)(c);

(e) a status report on any material or substantive changes to the plans and programs listed in SS Article 7;

(f) the number of instances of Missed Care;

(g) the rate of occurrence of Adverse Events attributable to or contributed to by the Service Provider;

(h) the rate of records retrieved by the Service Provider from the Service Delivery Location; and

(i) a report of the number of instances of Missed Care for each month, in the format specified by the CCAC.

(2) The Service Provider shall submit each Quarterly Report no later than 30 days after the last day of each applicable Quarter or Part Quarter.

8.5 Annual Report

(1) The Service Provider shall, no later than July 1 of each year during the Agreement Term, submit to the CCAC an annual report (the "Annual Report"), which shall include,

(a) an executive summary of the results and outcomes of the Service Provider's performance indicator measurement and tracking pursuant to SS Section 7.3(2)(b) in the preceding Fiscal Year;

(b) an indicator report setting out the results of the Service Provider's Annual Indicator monitoring program pursuant to SS Section 7.3(2)(g);

(c) a performance standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standards for SS Section 3.2.1(1);

(d) a valid certificate of good standing (clearance certificate) issued by the Workplace Safety and Insurance Board, dated no earlier than June 1 of the year of the Agreement Term in which the Annual Report is delivered;

(e) the number of Care Delivery Plan Goals achieved by discharged Patients from a statistically significant sampling of Patient Records in the applicable Quarter or Part Quarter divided by the number of Care Delivery Plan Goals of discharged Patients in the sampling of Patient Records in the applicable Quarter or Part Quarter;

(f) a summary of the results of staff satisfaction surveys;

(g) a summary of findings obtained through Patient complaints and Risk Event occurrences and the resulting quality improvement actions to be undertaken by the Service Provider;

(h) compliance with the *French Language Services Act*;

(i) the Service Provider's continuous quality improvement plan prepared in accordance with SS Section 7.3(1); and

(j) any other information that may reasonably be required by the CCAC.

(2) For greater certainty, where a Service Provider has provided Services under the Agreement for a partial Fiscal Year, at the beginning or end of the Agreement Term, the Annual Report shall include the information required in SS Section 8.5(1) for the partial Fiscal Year.

8.6 Ministry of Health and Long-Term Care Reports

The Service Provider shall submit to the CCAC a report containing the information required by the Ministry of Health and Long-Term Care, in the format and frequency required by the Ministry of Health and Long-Term Care.

ARTICLE 9 FRENCH LANGUAGE SERVICE REQUIREMENTS

9.1 Designated French Language Service Area

In accordance with the *French Language Services Act*, the Service Provider shall be obliged to provide all Services in French as instructed by the CCAC and in accordance with SS Sections 9.1.1, 9.1.2, 9.1.3, 9.1.4, and 9.1.5.

9.1.1 Delivery of Services in French

(1) The Service Provider shall deliver all Personal Support and Homemaking Services to a Patient in French at the instruction of the CCAC and as indicated in the Patient Care Plan.

(2) The Service Provider shall ensure that Patients are able to exercise their preference to receive Personal Support and Homemaking Services in French and shall not discourage Patients, directly or indirectly, from asserting their preference to receive Personal Support and Homemaking Services in French.

(3) The Service Provider shall ensure that all Service Provider Personnel who will deliver Personal Support and Homemaking Services to a Patient are aware of that Patient's preference to receive Personal Support and Homemaking Services in French.

(4) If required by the Patient Care Plan, the Service Provider shall assign Service Provider Personnel to a Patient who are capable of delivering Personal Support and Homemaking Services in French.

(5) If, in exceptional circumstances, the Service Provider cannot assign Service Provider Personnel who can communicate with a Patient in French, the Service Provider shall arrange and pay for interpretation services or communication services necessary to provide Personal Support and Homemaking Services to the Patient.

9.1.2 Communication

(1) The Service Provider shall be able to answer and respond to all requests from a Patient and, if applicable, a Caregiver, in both English and French. The Service Provider must respond to any correspondence from a Patient in the language of the Patient's correspondence.

(2) The Service Provider shall, at the instruction of the CCAC, provide, to Patients, all forms, consents and written materials produced by the Service Provider in French.

(3) Without limiting the generality of SS Section 9.1.2(1), the Service Provider's receptionist and switchboard staff must be capable of responding to calls in French. In exceptional circumstances, if the receptionist and switchboard staff are not capable of responding to calls in French on a consistent basis, a back-up protocol must be established.

9.1.3 Notification and Reporting

The Service Provider shall notify the CCAC Care Coordinator or designate if a Patient indicates a preference to receive Personal Support and Homemaking Services in French if no such preference is indicated in the Patient Care Plan.

9.1.4 Equipment and Supplies

The Service Provider shall provide assessment tools and education materials, where available and if required in the Patient Care Plan, and any written materials produced by the Service Provider in French.

9.1.5 Quality Management Program

The Service Provider's Patient service monitoring system shall include a plan to evaluate the satisfaction of Patients receiving Personal Support and Homemaking Services in French.

This is Exhibit "B"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

AMENDING AGREEMENT

Community Care Access Centre
Services Agreement

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SERVICES AGREEMENT

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 31st day of March, 2016

BETWEEN

South West Community Care Access Centre

(hereafter the "CCAC")

– and –

Saint Elizabeth Health Care

(hereafter the "Service Provider")

WHEREAS:

1. The CCAC and the Service Provider entered into an agreement, dated as of October 1, 2012, (the "Services Agreement"), as amended by amending agreement dated as of July 2, 2013, January 6, 2014, August 12, 2014, October 1, 2014, April 1, 2015 and July 2, 2015, pursuant to which the Service Provider agreed to provide certain services to the CCAC in accordance with the terms and conditions of the Services Agreement.

2. The CCAC and the Service Provider have agreed to amend the Services Agreement as set forth in this Amending Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the CCAC and the Service Provider agree as follows:

ARTICLE 1 - GENERAL

1.1 Rights and Obligations Under the Services Agreement

Except as explicitly amended by this Amending Agreement, all rights and obligations of the CCAC and the Service Provider remain unchanged under the Services Agreement. This Amending Agreement amends the Services Agreement in accordance with GC Section 14.4.

For greater clarity, all amendments to the Services Agreement set out in this Amending Agreement, including any revision to prices, shall take effect on the date of this Amending Agreement as first written above.

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ARTICLE 2 - AMENDMENTS TO THE AGREEMENT

2.1 Amendments to the Agreement

The Special Conditions (Schedule 1) of the Services Agreement are amended by deleting the Special Conditions (Schedule 1) in its entirety and replacing it with the revised Special Conditions attached to this Amending Agreement as Appendix A.

The Pricing and Compensation Schedule (Schedule 2) of the Services Agreement is amended by deleting Attachment 1 (Price Form) in its entirety and replacing it with the revised Price Form attached to this Amending Agreement as Appendix B.

The Services Schedule or the Schedules (Schedule 3) listed in the Special Conditions, as applicable, other than Schedule 3 – Consolidated Services Schedule, are amended by,

(a) deleting the definition of "Missed Care" in SS Section 1.1 and replacing it with the following:

""**Missed Care**" means any scheduled Fixed Period Visit or Hourly Visit to a Patient, authorized by the CCAC as part of the Patient Care Plan, that has been accepted by the Service Provider but that the Service Provider fails to attend and fails to reschedule the visit time to the satisfaction of the Patient in accordance with the Patient Care Plan and includes a Fixed Period Visit or Hourly Visit required by the Patient Care Plan that the Service Provider originally accepts and then subsequently informs the CCAC that it is unable to carry out;"

(b) deleting SS Section 2.1.3(2)(p)(ii) or, in the case of Schedule 3 – Speech-Language Pathology Services Schedule only, SS Section 2.1.3(2)(o)(ii) in its entirety and replacing it with the following:

"(ii) the timing of Fixed Period Visits and Hourly Visits, including time specific Fixed Period Visits or Hourly Visits;"

(c) adding the following new SS Section 2.1.3(6):

"(6) For clarity, for the purposes of the definition of Missed Care, a Fixed Period Visit or Hourly Visit requested by the CCAC for a specific time represents a requirement of the Patient Care Plan and if such time specific Fixed Period Visit or Hourly Visit is not delivered at the specified time, it shall be considered Missed Care for the purposes of this Agreement, regardless of whether a Patient has accepted the delivery of Services at a different time as an alternative to the specified time."

Schedule 3 – Personal Support and Homemaking Services Schedule is amended by,

(d) adding the following new definition of "CCAC Service Authorization Date" in SS Section 1.1 in alphabetical order:

""**CCAC Service Authorization Date**" means the date the CCAC authorizes the provision of the specified Service to the Patient;"

(e) adding the following new definition of "Complex Patient" in SS Section 1.1 in alphabetical order:

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""**Complex Patient**" means a Patient receiving Personal Support and Homemaking Services designated as "complex" by the CCAC;"

Schedule 3 –Nursing Services Schedule is amended by,

(f) adding the following new definition of "CCAC Service Authorization Date" in SS Section 1.1 in alphabetical order:

""**CCAC Service Authorization Date**" means the date the CCAC authorizes the provision of the specified Service to the Patient;"

The Performance Standards Schedule of the Services Agreement is amended by deleting Schedule 4 – Performance Standards Schedule in its entirety and replacing it with the revised Schedule 4 – Performance Standards Schedule attached as Appendix C to this Amending Agreement.

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IN WITNESS WHEREOF the CCAC and the Service Provider have caused this Amending Agreement to be duly executed by their duly authorized representatives as of the date first written above.

South West Community Care Access Centre

By: _____

Name: Sandra Coleman

Title: CEO

Date: Apr 18/16

Saint Elizabeth Health Care

By: _____

Name: Shirlee Sharkey

Title: President and CEO

Date: March 30, 2016

Appendix A

Special Conditions

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Schedule 1

Special Conditions of the Agreement

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SPECIAL CONDITIONS OF THE AGREEMENT
SCHEDULE 1 TO THE GENERAL CONDITIONS

Section Reference	Special Conditions
GENERAL CONDITIONS	
GC Section 1.1	For the purpose of GC Section 1.2.4, "Legal Holiday" means all holidays prescribed by the Applicable Law in the Province of Ontario
GC Section 1.3(2)(c) and (d)	The following Services Schedules and Performance Standards Schedules are applicable to this Agreement: Schedule 3A – Nursing Services Schedule Schedule 3B – Occupational Therapy Services Schedule Schedule 3C – Physiotherapy Services Schedule Schedule 3D – Speech Language Pathology Services Schedule Schedule 3E – Personal Support Services Schedule Schedule 4A – Nursing Performance Standards Schedule Schedule 4B – Occupational Therapy Performance Standards Schedule Schedule 4C – Physiotherapy Performance Standards Schedule Schedule 4D – Speech Language Pathology Performance Standards Schedule Schedule 4E – Personal Support Performance Standards Schedule
GC Section 2.2(1)	The Starting Date is October 1, 2012. The time of commencement of Services is 12:00:00 AM
GC Section 2.5(1)	The Price Review Date is: March 31, 2017
GC Section 2.6.3	There is no Start-Up Transition Period.
GC Section 3.1.3(1)	The Service Area is: Service Area 1: City of London and the County of Middlesex Service Area 2: County of Oxford and the portion of Norfolk County residing within the South West Local Health Integration Network Service Area 3: County of Huron

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Section Reference	Special Conditions
GC Section 3.1.4(1)	The Estimated Volume Award is (volumes are expressed as full fiscal years): ***Service Area 1: City of London and the County of Middlesex*** Estimated Volume (Nursing) Year 1 Full Year Nursing Fixed Period Visits/Flex 55430 Estimated Volume (Occupational Therapy) Year 1 Full Year Occupational Therapy Visits In-home 1505 Year 1 Full Year Occupational Therapy Visits school 117 Estimated Volume (Physiotherapy) Year 1 Full Year Physiotherapy Visits In-home 1615 Estimated Volume (Speech Language Pathology) Year 1 Full Year Speech Language Pathology Visits school 452 Estimated Volume (Personal Support) Year 1 Full Year Personal Support Hourly Visits 178250

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Section Reference	Special Conditions
GC Section 3.1.4(1)	***Service Area 2: County of Oxford and the portion of Norfolk County residing within the South West Local Health Integration Network*** Estimated Volume (Nursing) Year 1 Full Year Nursing Fixed Period Visits/Flex 43022 ***Service Area 3: County of Huron*** Estimated Volume (Nursing) Year 1 Full Year Nursing Fixed Period Visits/Flex 15390 Estimated Volume (Personal Support) Year 1 Full Year Personal Support Hourly Visits 50308
GC Section 3.1.4(1)(c)	The Service Provider's Required Market Share shall be: ***Service Area 1: City of London and the County of Middlesex*** Twenty-three (23%) percent for Nursing Fixed Period Visits. Twelve (12%) percent for Occupational Therapy In-Home. Three (3%) percent for Occupational Therapy School. Ten (10%) percent for Physiotherapy In-Home. Twenty-two (22%) percent for Speech Language Pathology School. Twenty-three (23%) percent for Personal Support Services. ***Service Area 2: County of Oxford and the portion of Norfolk County residing within the South West Local Health Integration Network*** Forty-nine (49%) percent for Nursing Fixed Period Visits. ***Service Area 3: County of Huron*** Forty-five (45%) percent for Nursing Fixed Period Visits. Forty (40%) percent for Personal Support Services.
GC Section 3.1.5(2)(b)	An assessor who provides an independent Third Party assessment of the withdrawal of Services shall be compensated in accordance with the following: At a rate negotiated by the CCAC.

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Section Reference	Special Conditions
GC Section 3.3(1)	Each Service Provider Personnel that delivers Services under this Agreement shall possess the following training and qualifications: All Service Provider Personnel shall possess Falls Prevention training. **1. Service Provider Personnel** Each Service Provider Personnel that delivers Nursing Services to Clients under this Agreement shall possess the following qualifications: (a) duly qualified and registered to practice nursing in Ontario; (b) holds a certificate or registration for a Registered Nurse or Registered Practical Nurse from, and is in good standing with, the College of Nurses of Ontario; (c) is in compliance with all Applicable Law relating to the practice of nursing in Ontario; and (d) is qualified in standard level First Aid and Cardio-Pulmonary Resuscitation. Each Service Provider Personnel that delivers Occupational Therapy, Physiotherapy and Speech Language Pathology Services to Clients under this Agreement shall possess the following qualifications: (a) duly qualified and registered to practice their respective profession in Ontario; (b) holds a certificate or registration for their profession from, and is in good standing with, their respective College of Ontario; and (c) is in compliance with all Applicable Law relating to their respective practice in Ontario. Service Provider Personnel that delivers Personal Support and Homemaking Services to Patients under this Agreement shall possess the following qualifications: a) Graduate of a Personal Support Worker program which has been delivered by: • Post-secondary institution registered with the Ontario Ministry of Training, Colleges and Universities; • Board of Education; • Not-for-Profit Organization, or: • Career College approved by the Ministry of Training, Colleges and Universities to teach the PSW program and which is based on the standard curriculum which was approved by the Ontario Ministry of Health and Ontario Ministry of Training, Colleges and Universities and published under the title, "Personal Support Worker Outcomes and Module Outlines: January, 1997." ; or

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Section Reference	Special Conditions
	b) d Home Support Level II, Home Support Level III from a recognized curriculum; or c) Have a valid certificate as a Developmental Support Worker; or d) Have a valid certificate as a Health Care Aid; or e) Graduate of an RN, RPN, or Practical Nurse program; or f) Have a valid certificate as a Personal Attendant, or Personal Attendant +2; or g) RN or RPN Students with a minimum successful completion of year 1; or h) Personal Support Worker (PSW) students (with successful completion of PA+2 level of training and verification of their transcript and household management experience); or i) Graduate of a Paramedic program Service Provider Personnel must be assigned according to the type of service required by the Patient and their level of training. The Service Provider must therefore have staff with the appropriate training to meet the Patient's needs. The staff must be working within the scope of the PSW level of practice and have the skills and knowledge to effectively deliver service.

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Section Reference	Special Conditions
	2. Service Supervisor The Nursing Service Provider Personnel shall be supervised by an individual or individuals that possess the following qualifications (the "Nursing Supervisor"): (a) duly qualified and registered to practice nursing in Ontario; (b) holds a certificate or registration for a Registered Nurse or Registered Practical Nurse from, and is in good standing with, the College of Nurses of Ontario; (c) is in compliance with all Applicable Law relating to the practice of nursing in Ontario; and (d) has one (1) year supervisory or equivalent experience. The Therapy Service Provider Personnel shall be supervised by an individual or individuals that possess the following qualifications (the "Service Supervisor"): (a) holds a certificate or registration from one of the appropriate Colleges for one of the therapy disciplines named in this Agreement; (b) is in compliance with all Applicable Law relating to the practice of their particular therapy discipline, and; (c) has one (1) year of supervisory or equivalent experience. The Personal Support Service Provider Personnel shall be supervised by an individual or individuals that possess the following qualifications (the "Supervisor"): (a) at a minimum, one of the regulated supervisors shall be a Registered Nurse. 3. Advanced Service Provider Personnel Skills Each Service Provider Personnel that delivers specialized Enterostomal/ Wound Care Services to Clients shall possess the following qualifications: (a) is a Registered Nurse, and either • has received academic and clinical preparation in the area of Enterostomal Therapy or wound management from a recognized educational program such as: the Canadian Association of Enterostomal Therapy Nursing Education Program (ETNEP), or other Enterostomal programs whose educational domains include wound care management (advanced knowledge and clinical practice); or • has completed advanced knowledge programs including: - The University of Western Ontario Masters of Clinical Science in Wound Healing - The University of Toronto/CAWC International Interdisciplinary Wound Care Course (IIWCC) PLUS a mentorship/preceptorship such as through the RNAO Advanced Practice Clinical Fellowship (APCF) - The University of Toronto Masters of Science of Community Health in Wound Healing - The Masters of Science in Wound Healing and Tissue Repair, Cardiff, Wales,

Section Reference	Special Conditions
	Or is a - Master's prepared Advanced Practice Nurse (APN) who has received formal education in skin and wound care; or (b) holds a certificate for successful completion of a Wound Ostomy Continence Nurse (WOCN) program from a recognized educational institute; or (c) has completed seventy-five (75%) percent of the ET or WOCN certificate and has a minimum of 3 years experience in the community or acute care setting with a focus on wound care. **Palliative Care Personnel** must be duly qualified and registered to practice nursing in Ontario; and either, (a) holds a CNA certificate in Palliative Care Nursing; or (b) successful completion of the "Fundamentals of Palliative Care (MoH)", and successful completion or pursuing completion of the "Comprehensive Advanced Palliative Care Education (MoH)"; or (c) training in Palliative Care Integration Project Tools including collaborative care plans, Edmonton Assessment Scale, Palliative Performance Scale, Oxygen Cost Diagram, Braden skin scale, Pain as the 5th vital sign, and Facial Grimace Scale. Each Service Provider Personnel that delivers specialized Continence Services to Clients shall possess the following qualifications: (a) is duly qualified and registered to practice nursing in Ontario; and holds a valid certificate as a Nurse Continence Advisor from a recognized educational institution. **4. Transition Team** The following Service Provider Personnel shall carry out the management and supervision of the Start-up Transition: Not Applicable
GC Section 3.4.1(3)	The CCAC does not intend to make any exceptions to GC Section 3.4.1(2).
GC Section 3.11(b)	Not Applicable
GC Section 3.12(1)	The Service Provider shall maintain or exceed the Accreditation Status it has as of the Effective Date during the Agreement Term.

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Section Reference	Special Conditions
GC Section 3.14	The Service Provider acknowledges that as of the Effective Date, it does not have any Elect-to-Work Employees and that it is not entitled to any compensation from the CCAC in respect of the Elect-to-Work Public Holiday Obligations.
GC Section 5.5	There is no exception.
GC Section 10.1(2)	October 1, 2012
GC Section 14.1(1)	The Parties' addresses for Notice are: (a) If to the CCAC, to South West Community Care Access Centre 356 Oxford Street West London, ON N6H 1T3 Attention: Sandra Coleman CEO Fax Number: 519-472-4045 (a) If to the Service Provider, to Saint Elizabeth Health Care 90 Allstate Parkway Suite 300 Markham, Ontario L3R 6H3 Attention: Shirlee Sharkey President and CEO Fax Number: 905-940-9934

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Section Reference	Special Conditions
PRICING AND COMPENSATION SCHEDULE	
Pricing and Compensation Schedule Section 1.1(1)(f) – CCAC Rate	The applicable CCAC Rates are: Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(s) – Multiple Patient Rate – Fixed Period	Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(t) – Multiple Patient Rate - Hourly	Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(dd) – Special Rate – Fixed Period	1) ET/Wound Care Consultant Assessment Visit Rate 2) ET/Wound Care Consultant Assessment Clinic Visit Rate 3) Continence Assessment Rate
Pricing and Compensation Schedule Section 1.1(1)(ee) – Special Rate – Hourly	Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(gg) – Special Rate – (Miscellaneous)	Not Applicable
Pricing and Compensation Schedule Section 2.1(3) – Billing Cycle and Submitting Requests for Payment	Not Applicable

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Section Reference	Special Conditions
SERVICES SCHEDULES	
Nursing Services	
Nursing Services Schedule Section 2.2(1) – Service Requests	The Service Provider shall receive Service Requests at the following times: 8:00 am to 9:00 pm (0800hr – 2100hr) seven days a week
Nursing Services Schedule Section 2.3.1(2) – Referrals	The Service Provider shall notify the CCAC if a Regular or Urgent Referral is accepted or refused no later than 30 minutes after the Service Provider's receipt of the Regular or Urgent Referral.
Nursing Services Schedule Section 3.3.1(2) – Clinical Treatments	The following items are deleted from SS Section 3.3.1(2): Not Applicable The following items are added to SS Section 3.3.1(2): Not Applicable
Nursing Services Schedule Section 3.3.4(2)(d) - Cooperation	Client Driven Care (CDC) is a key element of the service delivery model in the South West, and the CCAC expects Service Providers to utilize this model in delivering high quality care, as well as participate in CDC research initiatives. Service Providers' participation is also required for the South West Wound Care Framework and other future opportunities and initiatives related to quality improvement.
Nursing Services Schedule Section 4.5(1) – Management of Equipment and Supplies	All medical supplies are delivered to designated depot locations. Equipment, and Infusion Equipment and Supplies are delivered directly to the Service Delivery Location.
Nursing Services Schedule Section 5.4 – Change of Status Reports	An initial verbal report is permitted but must be followed by a written report.
Occupational Therapy Services	
Occupational Therapy Services Schedule Section 2.2(1) – Service Requests	The Service Provider shall receive Service Requests at the following times: 8:00 am to 9:00 pm (0800hr – 2100hr) seven days a week
Occupational Therapy Services Schedule Section 2.3.1(2) – Referrals	The Service Provider shall notify the CCAC if a Regular or Urgent Referral is accepted or refused no later than 30 minutes after the Service Provider's receipt of the Regular or Urgent Referral.

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Section Reference	Special Conditions
Occupational Therapy Services Schedule Section 3.2.1 - Assignment of Service Provider Personnel	The Service Provider is permitted to use OTAs to provide Occupational Therapy Services to a Patient.
Occupational Therapy Schedule Section 3.3.1(2) – Interventions	The following items are deleted from SS Section 3.3.1(2): Not Applicable The following items are added to SS Section 3.3.1(2): Not Applicable
Occupational Therapy Schedule Section 3.3.4(2)(d) - Cooperation	Client Driven Care (CDC) is a key element of the service delivery model in the South West, and the CCAC expects Service Providers to utilize this model in delivering high quality care, as well as participate in CDC research initiatives. Service Providers' participation is also required for the South West Wound Care Framework and other future opportunities and initiatives related to quality improvement.
Occupational Therapy Schedule Section 4.5(1) – Management of Equipment and Supplies	Not Applicable
Occupational Therapy Schedule Section 5.4 – Change of Status Reports	An initial verbal report is permitted but must be followed by a written report.
Physiotherapy Services	
Physiotherapy Services Schedule Section 2.2(1) – Service Requests	The Service Provider shall receive Service Requests at the following times: 8:00 am to 9:00 pm (0800hr – 2100hr) seven days a week
Physiotherapy Services Schedule Section 2.3.1(2) - Referrals	The Service Provider shall notify the CCAC if a Regular or Urgent Referral is accepted or refused no later than 30 minutes after the Service Provider's receipt of the Regular or Urgent Referral.
Physiotherapy Services Schedule Section 3.2.1 – Assignment of Service Provider Personnel	The Service Provider is permitted to use PTAs to provide Physiotherapy Services to a Patient.

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Section Reference	Special Conditions
Physiotherapy Services Schedule Section 3.3.1(2) – Interventions	The following items are deleted from SS Section 3.3.1(2): Not Applicable The following items are added to SS Section 3.3.1(2): Not Applicable
Physiotherapy Services Schedule Section 3.3.4(2)(d) - Cooperation	Client Driven Care (CDC) is a key element of the service delivery model in the South West, and the CCAC expects Service Providers to utilize this model in delivering high quality care, as well as participate in CDC research initiatives. Service Providers' participation is also required for the South West Wound Care Framework and other future opportunities and initiatives related to quality improvement.
Physiotherapy Services Schedule Section 4.5(1) – Management of Equipment and Supplies	Not Applicable
Physiotherapy Services Schedule Section 5.4 – Change of Status Reports	An initial verbal report is permitted but must be followed by a written report.
Speech-Language Pathology Services	
Speech-Language Pathology Services Schedule Section 2.2(1) – Service Requests	The Service Provider shall receive Service Requests at the following times: 8:00 am to 9:00 pm (0800hr – 2100hr) seven days a week
Speech-Language Pathology Services Schedule Section 2.3.1(2) – Referrals	The Service Provider shall notify the CCAC if a Regular or Urgent Referral is accepted or refused no later than 30 minutes after the Service Provider's receipt of the Regular or Urgent Referral.
Speech-Language Pathology Services Schedule Section 3.2.1 – Assignment of Service Provider Personnel	The Service Provider is permitted to use CDAs to provide Speech-Language Pathology Services to a Patient.
Speech-Language Pathology Services Schedule Section 3.3.1(2) – Interventions	The following items are deleted from SS Section 3.3.1(2): Not Applicable The following items are added to SS Section 3.3.1(2): Not Applicable

SS

Section Reference	Special Conditions
Speech-Language Pathology Services Schedule Section 3.3.4(2)(d) - Cooperation	Client Driven Care (CDC) is a key element of the service delivery model in the South West, and the CCAC expects Service Providers to utilize this model in delivering high quality care, as well as participate in CDC research initiatives. Service Providers' participation is also required for the South West Wound Care Framework and other future opportunities and initiatives related to quality improvement.
Speech-Language Pathology Services Schedule Section 4.5(1) – Management of Equipment and Supplies	Not Applicable
Speech-Language Services Schedule Section 5.4 – Change of Status Reports	An initial verbal report is permitted but must be followed by a written report.
Personal Support and Homemaking Services	
Personal Support and Homemaking Services Schedule Section 2.2(1) – Service Requests	The Service Provider shall receive Service Requests at the following times: 8:00 am to 9:00 pm (0800hr – 2100hr) seven days a week
Personal Support and Homemaking Services Schedule Section 2.3.1(2) - Referrals	The Service Provider shall notify the CCAC if a Regular or Urgent Referral is accepted or refused no later than 45 minutes after the Service Provider's receipt of the Regular or Urgent Referral.
Personal Support and Homemaking Services Schedule Section 3.3.1 – Personal Support and Homemaking Tasks	The following items are deleted from SS Section 3.3.1(2): Not Applicable The following items are added to SS Section 3.3.1(2): Not Applicable The following items are deleted from SS Section 3.3.1(3): Not Applicable The following items are added to SS Section 3.3.1(3): Not Applicable
Personal Support and Homemaking Services Schedule Section 3.3.4(2)(d) - Cooperation	Client Driven Care (CDC) is a key element of the service delivery model in the South West, and the CCAC expects Service Providers to utilize this model in delivering high quality care, as well as participate in CDC research initiatives. Service Providers' participation is also required for the South West Wound Care Framework and other future opportunities and initiatives related to quality improvement.

SS

Section Reference	Special Conditions
Personal Support and Homemaking Services Schedule Section 4.5(1) – Management of Equipment and Supplies	Not Applicable
Personal Support and Homemaking Services Schedule Section 5.4 – Change of Status reports	An initial verbal report is permitted but must be followed by a written report.
Personal Support and Homemaking Services Schedule Section 5.3(3) – Initial Reports	Not Applicable

12592267.6

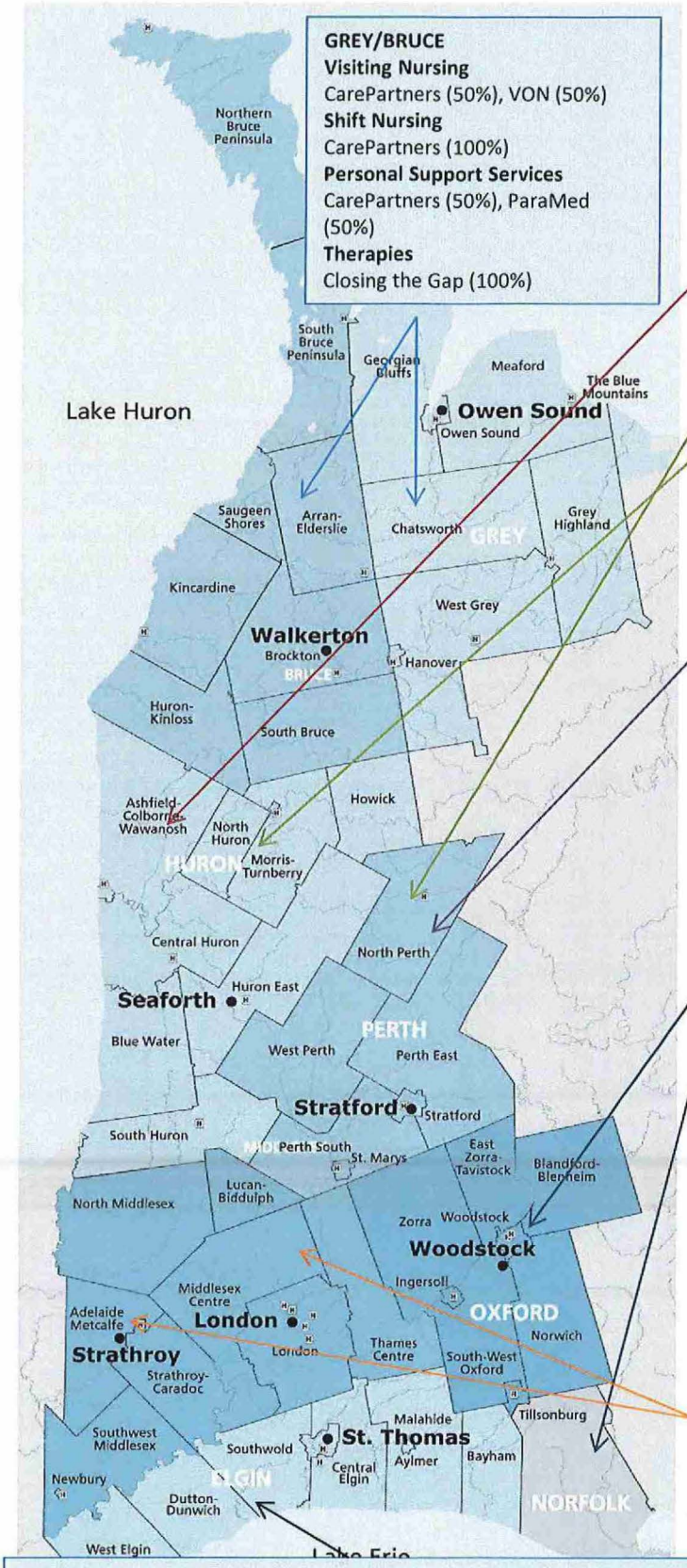
SS

This is Exhibit "C"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

SWCCAC Market Share Allotments



GREY/BRUCE
Visiting Nursing
CarePartners (50%), VON (50%)
Shift Nursing
CarePartners (100%)
Personal Support Services
CarePartners (50%), ParaMed (50%)
Therapies
Closing the Gap (100%)

HURON
Visiting Nursing - CarePartners (55%), St. Elizabeth (45%)
Shift Nursing - CarePartners (100%)
Personal Support Services - St. Elizabeth (40%), One Care (60%)

HURON/PERTH THERAPIES
Nutrition - CarePartners (100%)
Occupational Therapy - CarePartners (65%), CBI Ltd (35%)
Physiotherapy - CarePartners (75%), CBI Ltd (25%)
Speech Language Pathology - CarePartners (10%), CBI Ltd (90%)
Social Work - One Care (100%)

PERTH
Visiting Nursing - CarePartners (50%), VON (50%)
Shift Nursing - CarePartners (100%)
Personal Support Services - ParaMed (43%), One Care (57%)

OXFORD/NORFOLK
Visiting Nursing - CarePartners (51%), St. Elizabeth (49%)
Shift Nursing - CarePartners (100%)
Personal Support Services - CarePartners (90%), ParaMed Simcoe (10%)
Nutrition - CBI Ltd (100%)
OT – CBI Ltd (99%), TVCC (1%)
OT School - TVCC (95%), CBI Ltd (5%)
PT – CBI Ltd (99%), TVCC (1%)
PT School - TVCC (98%), CBI Ltd (2%)
SLP – CBI Ltd (100%)
SLP School - CBI Ltd (50%), TVCC (50%)
Social Work - CBI Ltd (100%)

LONDON/MIDDLESEX
Visiting Nursing - ParaMed (15%), St. Elizabeth (33%), ParaMed Wellington (18%), VON (34%)
Adult Shift Nursing - VON (100%)
Personal Support Services - ParaMed (29%), St. Elizabeth (23%), ParaMed Wellington (22%), VON (26%)
Nutrition - ParaMed Wellington (100%)
OT - VHA (60%), St. Elizabeth (12%), VON (14%), ParaMed (4%), ParaMed Wellington (9%), TVCC (1%)
OT School - TVCC (88%), St. Elizabeth (3%), VON (4%), ParaMed (5%)
PT - VHA (79%), St. Elizabeth (10%), ParaMed Wellington (10%), TVCC (1%)
PT School - TVCC (100%)
SLP - VON (99%), TVCC (1%)
SLP School - St. Elizabeth (22%), TVCC (78%)
Social Work - ParaMed (100%)

ELGIN
Visiting Nursing
CarePartners (50%), VON (50%)
Shift Nursing
VON (100%)
Therapies
Closing the Gap (100%)
Personal Support Services
VON (23%), CarePartners (60%), Closing the Gap (17%)

April 2018

This is Exhibit "D"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

MEMORANDUM OF UNDERSTANDING

Between

Her Majesty the Queen in Right of Ontario as represented by The Minister of Health and Long-Term Care

And

South West Local Health Integration Network

CONTENTS

10. Treasury Board / Management Board of Cabinet Directives

a. The LHIN is subject to the TB/MBC directives listed in Appendix 1 to this MOU along with all related guidelines and policies, all as amended or replaced from time to time. The Ministry may from time to time provide the LHIN with one or more amended or replacement directives. The LHIN will be subject to each such revised or replacement directive when the LHIN receives it from the Ministry.

b. If TB/MBC issues a new directive that applies to the LHIN during the term of this MOU, the Ministry will provide the new directive to the LHIN. The LHIN will be subject to the new TB/MBC directive when the LHIN receives it from the Ministry.

c. The Ministry will revise Appendix 1 to reflect each revised, replacement and new directive, if any, and provide any such revised Appendix 1 to the LHIN as soon as is practicable after the Ministry provides the revised, replacement or new directive to the LHIN.

11. Accountability Agreement

a. The Minister and the LHIN have entered into an Accountability Agreement. As required by section 18 of LHSIA the current Accountability Agreement is for two years, from April 1, 2010 until March 31, 2012, as extended, and includes the following:

   (i) performance goals and objectives for the LHIN and the local health system;
   (ii) performance standards, targets and measures for the LHIN and the local health system;
   (iii) requirements for the LHIN to report on the performance of the LHIN and the local health system;
   (iv) a plan for spending the funding that the LHIN receives from the Minister under section 17 of LHSIA, which spending shall be in accordance with the appropriation from which the Minister has provided the funding to the LHIN;
   (v) a progressive performance management process for the LHIN.

12. Annual Reporting Requirements

12.1 Annual Business Plan

a. The Board will ensure that the Minister is provided annually with the LHIN's annual business plan covering a minimum of three years from the current fiscal year that includes a financial budget, a risk management plan, and a communications plan for approval within the timelines established by the Minister for this purpose.

b. The Board is responsible for ensuring that the LHIN's annual business plan meets the requirements of the AEAD.

c. The Board will ensure that the business plan includes a risk assessment and risk management plan to assist the Ministry in developing its risk assessment and risk management plan information in accordance with the requirement of the AEAD, to assess risks, develop and maintain necessary records and report to TB/MBC.

d. The Minister will review the LHIN's annual business plan and will promptly advise the chair whether or not he/she concurs with the directions proposed by the LHIN. The Minister may advise the Chair where and in what manner the LHIN's plans vary from government or Ministry policy or priorities as may be required, and the LHIN will revise its plan accordingly

e. The Board is responsible for ensuring that the LHIN's annual business plan includes a system of performance measures and reporting on the achievement of the objectives set out in the annual business plan. The system must include performance goals, how they will be achieved, and target results and time frames

f. In addition, TB/MBC may require the Minister to submit the LHIN's annual business plan to TB/MBC for review at any time.

12.2 Annual Reports

The Board is responsible for ensuring that the LHIN's annual report is submitted to the Minister for tabling in the legislative assembly. The Chair will submit the annual report, on behalf of the Board, to the Minister within 90 days of the LHIN's fiscal year end.

12.3 Other Reports

The Board will ensure that:

a. Such reports as are required by the Accountability Agreement are submitted to the Ministry in accordance with the Accountability Agreement.

b. At the request of the Minister or Deputy Minister, any information that may be required from time-to-time for the purpose of Ministry administration, is submitted to the Ministry.

13. Communications

a. The parties to this MOU recognize that the timely exchange of information on the operations and administration of the LHIN is essential for the Minister to meet the Minister's responsibilities for reporting and responding to the Legislative Assembly on the affairs of the LHIN. The parties also recognize

This is Exhibit "E"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

SCHEDULE 5: LOCAL HEALTH SYSTEM PERFORMANCE

Definitions

1. In this Schedule, the following terms have the following meanings:

   "Developmental indicator" means a measure of local health system performance that requires development due to factors such as the need for methodological refinement, testing, consultation, or analysis of reliability, feasibility and/or data quality.

   "HIG" means HBAM Inpatient Group.

   "**LHIN target**" means a planned result for an indicator against which actual results can be compared.

   "**Monitoring indicator**" means a measure of local health system performance that the MOHLTC and the LHINs will monitor against provincial results or established provincial targets where set.

   "**Performance indicator**" means a measure of local health system performance for which a LHIN target will be set.

   "**Provincial target**" means an optimal performance result for an indicator, which may be based on expert consensus, performance achieved in other jurisdictions, or provincial expectations.

General Obligations

2. Under the LHSIA and the *Commitment to the Future of Medicare Act, 2004* the **LHIN** will measure and plan to improve performance at the local level through service accountability agreements with health service providers.

3. **Both parties** will undertake an annual review of the indicators and the respective indicator categories. As part of this review, indicators may be moved between the performance, monitoring, and developmental categories, as appropriate.

Specific Obligations

4. The **MOHLTC** will:

   a. Calculate the results for the indicators set out in Tables 1, 2 and 3 to this Schedule;

   b. Provide the LHIN with calculated results for the indicators by the release dates set out in Schedule 6, and supporting performance information as requested by the LHIN, such as the performance of health service providers;

   c. Provide the LHIN with technical documentation for the indicators set out in Tables 1, 2 and 3 to this Schedule, including the methodology, inclusions and exclusions; and

d. Identify, as necessary, those monitoring indicators where LHINs will be expected to report on performance as part of their quarterly reporting process.

5. The **LHIN** will:

a. Demonstrate progress towards achieving the LHIN's performance targets for the performance indicators set out in Table 1 to this Schedule by the end of the term of this agreement;

b. Report quarterly on the performance of the local health system on all performance indicators;

c. Report on the performance of the local health system on all performance and monitoring indicators in the LHIN Annual Report; and.

d. Report on the performance of monitoring indicators as requested by the MOHLTC.

Table 1: Performance Indicators		
Indicator	**Provincial target**	**LHIN Target 2015-16**
Home and Community • *Reduce wait time for home care (improve access)* • *More days at home (including end of life care)*		
Percentage of Home Care Clients with Complex Needs who received their Personal Support Visit within 5 Days of the date that they were authorized for Personal Support Services	5 days	95%
Percentage of Home Care Clients who received their nursing visit within 5 days of the date they were authorized for Nursing Services	5 days	95%
90th Percentile Wait Time from community for CCAC In-Home Services: Application from community setting to first CCAC service (excluding case management)*	21 days	21 days
System Integration and Access • *Provide care in the most appropriate setting* • *Improve coordinated care* • *Reduce wait times (specialists, surgeries)*		
90th Percentile Emergency Department (ED) Length of Stay for Complex Patients	8 hours	8hours
90th Percentile ED Length of Stay for Minor/Uncomplicated Patients	4 hours	4 hours
Percent of Priority 2, 3, and 4 Cases Completed Within Access Target for MRI Scan	Priority 2: 2 days Priority 3: 2-10 days Priority 4: 28 days	90%
Percent of Priority 2, 3, and 4 Cases Completed Within Access Target for CT Scan	Priority 2: 2 days Priority 3: 2-10 days Priority 4: 28 days	90%
Percent of Priority 2, 3 and 4 Cases Completed Within Access Targets for Hip Replacement	Priority 2: 42 days Priority 3: 84 days Priority 4: 182 days	90%
Percent of Priority 2, 3 and 4 Cases Completed Within Access Target for Knee Replacement	Priority 2: 42 days Priority 3: 84 days Priority 4: 182 days	90%
Percentage of Alternate Level of Care (ALC) Days	9.46%	9.46%
ALC Rate	12.7%	12.7%

*The target is subject to change as a result of the ongoing work in the area of home and community care.

Table 1: Performance Indicators		
Indicator	**Provincial target**	**LHIN Target 2015-16**
Health and Wellness of Ontarians - Mental Health • *Reduce any unnecessary health care provider visits* • *Improve coordination of care for mental health patients*		
Repeat Unscheduled Emergency Visits within 30 days for Mental Health Conditions**	16.3%	16.3%
Repeat Unscheduled Emergency Visits within 30 days for Substance Abuse Conditions**	22.4%	22.4%
Sustainability and Quality • *Improve patient satisfaction* • *Reduce unnecessary readmissions*		
Readmissions within 30 days for Selected HIG Conditions	15.5%	15.5%

**The target is subject to change as a result of the ongoing work in the area of mental health and addictions.

Table 2: Monitoring Indicators	
Indicator	**Provincial target**
System Integration and Access • *Provide care in the most appropriate setting* • *Improve coordinated care* • *Reduce wait times (specialists, surgeries)*	
Percent of Priority 2, 3 and 4 Cases Completed Within Access Target for Cancer Surgery	Priority 2: 14 days Priority 3: 28 days Priority 4: 84 days
Percent of Priority 2, 3 and 4 Cases Completed Within Access Target for Cardiac By-Pass Surgery	Priority 2:14 days Priority 3: 42 days Priority 4: 90 days
Percent of Priority 2, 3 and 4 Cases Completed Within Access Target for Cataract Surgery	Priority 2: 42 days Priority 3: 84 days Priority 4: 182 days
CCAC Wait times from Application to Eligibility Determination for Long-Term Care Home Placement: From community setting, and from acute-care setting	Not applicable
Rate of emergency visits for conditions best managed elsewhere	Not applicable
Hospitalization rate for ambulatory care sensitive conditions	Not applicable
Percent of Acute Care Patients who have had a follow-up with a physician within 7 days of discharge	Not applicable

Table 3: Developmental Indicators
Indicator
Home and Community Care • *Reduce wait time for home care (improve access)* • *More days at home (including end of life care)*
Percent of Palliative Care Patients discharged from hospital with home support
Sustainability and Quality • *Improve patient satisfaction* • *Reduce unnecessary readmissions*
Overall Satisfaction with Health Care in the Community

SCHEDULE 6: INTEGRATED REPORTING

General Obligations

1. The MOHLTC and the LHIN will report to each other as set out in Table 1 to this Schedule.

2. The **MOHLTC** will:

   a) Provide any necessary training, instructions, materials, data, templates, forms, and guidelines to the LHIN to assist with the completion of the reports listed in Table 1 to this Schedule; and

   b) As required, develop reporting requirements relating to government priorities and notify the LHIN of the requirements.

3. **Both parties** will:

   a) Work together to ensure a timely flow of information, including financial records, to fulfill the reporting requirements of both parties; and

   b) Finalize the Annual Business Plan within 120 days of the date a budget motion is approved by the Ontario Legislature for the fiscal year as part of the annual review set out in section 21 of Schedule 1: General.

Table 1: MOHLTC and LHIN Reporting Obligations

Due Date	Description of Item
2015/2016	
APRIL	
April 15, 2015	MOHLTC will make the preliminary Year-End expenditure and revenue report available to the LHIN in APTS for the LHIN's review.
April 30, 2015	MOHLTC will provide to the LHIN the forms for the Year-end Consolidation Report
By April 30, 2015	The LHIN will submit to the MOHLTC an Expense Report using the forms provided by the MOHLTC
MAY	
May 12, 2015	The MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Performance
May 13, 2015	MOHLTC will make the updated Year-End expenditure and revenue report available to the LHIN in APTS for the LHIN's review.
May 22, 2015 (or date necessary to meet central agency reporting requirements as advised by the MOHLTC)	The LHIN will submit to the MOHLTC the year-end Consolidation Report using forms provided by the MOHLTC and the draft Audited Financial Statement if the signed statements are not ready by May 31 of each fiscal year to which the Agreement applies
May 29, 2015	The MOHLTC will provide to the LHIN for planning and reporting purposes the initial preliminary allocation for 2015-16.
JUNE	
June 2, 2015	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
June 30, 2015	The LHIN will submit to the MOHLTC Q1 Regular and Consolidation Report using the forms provided by the MOHLTC
June 30, 2015	The LHIN will submit to the MOHLTC an Annual Report for the previous fiscal year in accordance with MOHLTC requirements
June 30, 2015	The LHIN will submit to the MOHLTC a Board approved report on consultant use for the previous fiscal year using the template provided in the Minister's Directive under the *BPSAA*

JULY	
July 31, 2015	The LHIN will submit to the MOHLTC a summary report of their local hospitals' reports on consultant use for the previous fiscal year using the forms provided by the MOHLTC.
By July 31, 2015	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
AUGUST	
August 12, 2015	The MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Management
August 14, 2015	The MOHLTC will provide the preliminary approved allocation for the current fiscal year, as of July 31, 2015
August 28, 2015	MOHLTC will provide to the LHIN the forms and information requirements for the Multi-year Consolidation Report
SEPTEMBER	
September 3, 2015	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
September 30, 2015	The LHIN will submit to the MOHLTC Q2 Regular and Consolidation Report using the forms provided by the MOHLTC
September 30, 2015	The MOHLTC will provide to the LHIN the forms and information requirements for the 2016-17 Annual Business Plan.
OCTOBER	
October 30, 2015 (or date necessary to meet central agency reporting requirements as advised by the MOHLTC)	The LHIN will submit to the MOHLTC a Multi-year Consolidation Report using the form provided by the MOHLTC
By October 30, 2015	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
NOVEMBER	
November 12, 2015	MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Management
DECEMBER	
December 3, 2015	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC

On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
December 31, 2015	LHIN will submit to the MOHLTC Q3 Regular and Consolidation Report including final year-end forecast using the forms provided by the MOHLTC
JANUARY	
January 29, 2016	MOHLTC will provide the LHIN with year-end instructions (including templates)
By January 29, 2016	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
FEBRUARY	
February 12, 2016	MOHLTC will provide the LHIN with most recent quarter of performance data for indicators in Schedule 5: Local Health System Performance
February 15, 2016	MOHLTC will provide to the LHIN the forms and requirements for the Annual Report (non-financial content)
February 29, 2016	The LHIN will submit to the MOHLTC an Attestation required under the *BPSAA* and the *Agency and Appointments Directive*
MARCH	
March 4, 2016	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
March 28, 2016	The LHIN will submit to the MOHLTC a Draft 2016-17 Annual Business Plan using the forms provided by the MOHLTC
2016/2017	
APRIL	
April 15, 2016	MOHLTC will make the preliminary Year-End expenditure and revenue report available to the LHIN in APTS for the LHIN's review.
April 29, 2016	MOHLTC will provide to the LHIN the forms for the Year-end Consolidation Report
By April 29, 2016	The LHIN will submit to the MOHLTC an Expense Report using the forms provided by the MOHLTC
MAY	
May 13, 2016	The MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Performance
May 13, 2016	MOHLTC will make the updated Year-End expenditure and revenue report available to the LHIN in APTS for the LHIN's review.

May 23, 2016 (or date necessary to meet central agency reporting requirements as advised by the MOHLTC)	The LHIN will submit to the MOHLTC the year-end Consolidation Report using forms provided by the MOHLTC and the draft Audited Financial Statement if the signed statements are not ready by May 31 of each fiscal year to which the Agreement applies
May 31, 2016	The MOHLTC will provide to the LHIN for planning and reporting purposes the initial preliminary allocation for 2016-17.
JUNE	
June 3, 2016	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
June 30, 2016	The LHIN will submit to the MOHLTC Q1 Regular and Consolidation Report using the forms provided by the MOHLTC
June 30, 2016	The LHIN will submit to the MOHLTC an Annual Report for the previous fiscal year in accordance with MOHLTC requirements
June 30, 2016	The LHIN will submit to the MOHLTC a Board approved report on consultant use for the previous fiscal year using the template provided in the Minister's Directive under the *BPSAA*
JULY	
July 29, 2016	The LHIN will submit to the MOHLTC a summary report of their local hospitals' reports on consultant use for the previous fiscal year using the forms provided by the MOHLTC.
By July 29, 2016	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
AUGUST	
August 12, 2016	The MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Management
August 15, 2016	The MOHLTC will provide the preliminary approved allocation for the current fiscal year, as of July 31, 2016
August 29, 2016	MOHLTC will provide to the LHIN the forms and information requirements for the Multi-year Consolidation Report
SEPTEMBER	
September 2, 2016	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review

September 30, 2016	The LHIN will submit to the MOHLTC Q2 Regular and Consolidation Report using the forms provided by the MOHLTC
September 30, 2016	The MOHLTC will provide to the LHIN the forms and information requirements for the 2017-18 Annual Business Plan.
OCTOBER	
October 31, 2016 (or date necessary to meet central agency reporting requirements as advised by the MOHLTC)	The LHIN will submit to the MOHLTC a Multi-year Consolidation Report using the form provided by the MOHLTC
October 31, 2016	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
NOVEMBER	
November 14, 2016	MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Management
DECEMBER	
December 5, 2016	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
December 30, 2016	LHIN will submit to the MOHLTC Q3 Regular and Consolidation Report including final year-end forecast using the forms provided by the MOHLTC
JANUARY	
January 31, 2017	MOHLTC will provide the LHIN with year-end instructions (including templates)
By January 30, 2017	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
FEBRUARY	
February 13, 2017	MOHLTC will provide the LHIN with most recent quarter of performance data for indicators in Schedule 5: Local Health System Performance
February 15, 2017	MOHLTC will provide to the LHIN the forms and requirements for the Annual Report (non-financial content)
February 28, 2017	The LHIN will submit to the MOHLTC a Draft 2017-18 Annual Business Plan using the forms provided by the MOHLTC
February 28, 2017	The LHIN will submit to the MOHLTC an Attestation required under the BPSAA and the Agency and Appointments Directive

MARCH	
March 6, 2017	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
2017/2018	
APRIL	
April 14, 2017	MOHLTC will make the preliminary Year-End expenditure and revenue report available to the LHIN in APTS for the LHIN's review.
April 28, 2017	MOHLTC will provide to the LHIN the forms for the Year-end Consolidation Report
By April 28, 2017	The LHIN will submit to the MOHLTC an Expense Report using the forms provided by the MOHLTC
MAY	
May 12, 2017	The MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Performance
May 15, 2017	MOHLTC will make the updated Year-End expenditure and revenue report available to the LHIN in APTS for the LHIN's review
May 23, 2017 (or date necessary to meet central agency reporting requirements as advised by the MOHLTC)	The LHIN will submit to the MOHLTC the year-end Consolidation Report using forms provided by the MOHLTC and the draft Audited Financial Statement if the signed statements are not ready by May 31 of each fiscal year to which the Agreement applies
May 31, 2017	The MOHLTC will provide to the LHIN for planning and reporting purposes the initial preliminary allocation for 2017-18
JUNE	
June 2, 2017	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
June 30, 2017	The LHIN will submit to the MOHLTC Q1 Regular and Consolidation Report using the forms provided by the MOHLTC
June 30, 2017	The LHIN will submit to the MOHLTC an Annual Report for the previous fiscal year in accordance with MOHLTC requirements
June 30, 2017	The LHIN will submit to the MOHLTC a Board approved report on consultant use for the previous fiscal year using the template provided in the Minister's Directive under the *BPSAA*

JULY	
July 31, 2017	The LHIN will submit to the MOHLTC a summary report of their local hospitals' reports on consultant use for the previous fiscal year using the forms provided by the MOHLTC
By July 31, 2017	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
AUGUST	
August 14, 2017	The MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Management
August 15, 2017	The MOHLTC will provide the preliminary approved allocation for the current fiscal year, as of July 31, 2017
August 30, 2017	MOHLTC will provide to the LHIN the forms and information requirements for the Multi-year Consolidation Report
SEPTEMBER	
September 5, 2017	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC
On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
September 29, 2017	The LHIN will submit to the MOHLTC Q2 Regular and Consolidation Report using the forms provided by the MOHLTC
September 29, 2017	The MOHLTC will provide to the LHIN the forms and information requirements for the 2018-19 Annual Business Plan.
OCTOBER	
October 31, 2017 (or date necessary to meet central agency reporting requirements as advised by the MOHLTC)	The LHIN will submit to the MOHLTC a Multi-year Consolidation Report using the form provided by the MOHLTC
By October 31, 2017	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
NOVEMBER	
November 14, 2017	MOHLTC will provide to the LHIN the most recent quarter of performance data for indicators in Schedule 5: Local Health System Management
DECEMBER	
December 5, 2017	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC

On or about the 7th working day (date may vary on IFIS GL close as advised by the MOHLTC)	The MOHLTC will make the expenditure and revenue report available to the LHIN in APTS for the LHIN's review
December 29, 2017	LHIN will submit to the MOHLTC Q3 Regular and Consolidation Report including final year-end forecast using the forms provided by the MOHLTC
JANUARY	
January 31, 2018	MOHLTC will provide the LHIN with year-end instructions (including templates)
By January 30, 2018	The LHIN will submit to the MOHLTC a Quarterly Expense Report using the forms provided by the MOHLTC
FEBRUARY	
February 14, 2018	MOHLTC will provide the LHIN with most recent quarter of performance data for indicators in Schedule 5: Local Health System Performance
February 15, 2018	MOHLTC will provide to the LHIN the forms and requirements for the Annual Report (non-financial content)
February 28, 2018	The LHIN will submit to the MOHLTC a Draft 2018-19 Annual Business Plan using the forms provided by the MOHLTC
February 28, 2018	The LHIN will submit to the MOHLTC an Attestation required under the BPSAA and the Agency and Appointments Directive
MARCH	
March 7, 2018	The LHIN will submit to the MOHLTC a report on performance indicators using the forms provided by the MOHLTC

This is Exhibit "F"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2014 to March 31, 2017

SERVICE ACCOUNTABILITY AGREEMENT

with

South West Community Care Access Centre

Effective Date: April 1, 2014

Index to Agreement

Schedules

(2) to partner with another person or entity in providing services or in operating,

(3) to transfer, merge or amalgamate services, operations, persons or entities,

(4) to start or cease providing services,

(5) to cease to operate or to dissolve or wind up the operations of a person or entity,

(c) and "integration" has a similar meaning.

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 seven 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 fourteen 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 local 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 LHIN;

(2) the conduct of a Review;

(3) a revision and amendment of the HSP's obligations; and/or

(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 LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

ARTICLE 8.0- REPORTING, ACCOUNTING AND REVIEW

8.1 **Reporting.**

(a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by the Act, 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 LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in subsection 31(5) of the CFMA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Act or for the purposes

that are prescribed under the Act, or (2) may be requested under the CFMA;

(2) will fulfill the specific reporting requirements set out in Schedule C;

(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 LHIN; and

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

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

(d) **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 G and may be amended by the LHIN from time to time through the term of this Agreement.

(e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, 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 LHIN actions or inaction. 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 seven years after the term of this Agreement, the HSP agrees that the LHIN 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 LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter upon 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 subsection 31(5) of the CFMA, 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 subsection 31(5) of the CFMA, 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 LHIN or its authorized representatives, and shall do so in a form requested by the LHIN 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.

(e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

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 seven years after the termination or expiration of the term of this Agreement. The HSP's obligations under this paragraph 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 LHIN is bound by FIPPA and that any information provided to the LHIN 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 Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with the Act and the CFMA.

8.5 **Transparency.** The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN 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 LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0- ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 **Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfill its reporting obligations under this Agreement are not included in the term "publication".

9.2 **Acknowledgment of Funding Support.**

(a) The HSP agrees all publications will include

(I) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and

SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES

Only those requirements listed below that relate to the programs and services that are funded by the LHIN 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 the required information on the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "*".

OHRS/MIS Trial Balance Submission (through OHFS)	
2014-2015	**Due Dates (Must pass 3c Edits)**
2014-15 Q1	*Not required 2014-15*
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 31, 2015
2015-16	**Due Dates (Must pass 3c Edits)**
2015-16 Q1	*Not required 2015-16*
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
2016-17	**Due Dates (Must pass 3c Edits)**
2016-17 Q1	*Not required 2016-17*
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 30, 2017

Supplementary Reporting - Quarterly Report (through SRI) and Annual Reconciliation Report	
2014-2015	**Due five (5) business days following Trial Balance Submission Due Date**
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
2014-15 ARR	June 30, 2015
2015-2016	**Due five (5) business days following Trial Balance Submission Due Date**
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
2015-16 ARR	June 30, 2016
2016-2017	**Due five (5) business days following Trial Balance Submission Due Date**
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 – Supplementary Reporting Due
2016-17 ARR	June 30, 2017

SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES

Board Approved Audited Financial Statement *	
Fiscal Year	**Due Date**
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Declaration of Compliance	
Fiscal Year	**Due Date**
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Community Support Services – Other Reporting Requirements	
Requirement	**Due Date**
French language service report through SRI	2014-15 - April 30, 2015 2015-16 - April 30, 2016 2016-17 April 30, 2017

Schedule E1: Core Indicators

2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

Performance Indicators	2014-2015 Target	Performance Standard	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
*Balanced Budget - Fund Type 2	$0	>=0	$0	>=0	$0	>=0
Proportion of Budget Spent on Administration	8.5%	6.8 - 10.1%	8.5%	6.8 - 10.2%	8.5%	6.8 - 10.3%
**Percentage Total Margin	0.00%	>= 0%	0.00%	>= 0%	0.00%	>= 0%
Percentage of Alternate Level of Care (ALC) days (closed cases)	9.46%	<10.41%	TBD	-	TBD	-
Variance Forecast to Actual Expenditures	$0	< 5%	$0	< 5%	$0	< 5%
Variance Forecast to Actual Units of Service	0	< 5%	0	< 5%	0	< 5%
Service Activity by Functional Centre	Refer to Sch E2a	-	Refer to Sch E2a	-	Refer to Sch E2a	-
Number of Individuals Served	Refer to Sch E2a	-	Refer to Sch E2a	-	Refer to Sch E2a	-

Explanatory Indicators
Cost per Unit Service (by Functional Centre)
Cost per Individual Served (by Program/Service/Functional Centre)
Client Experience

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

Schedule E2a: Clinical Activity- Detail
2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

OHRS Description & Functional Centre		2014-2015		2015-2016		2016-2017	
*These values are provided for information purposes only. They are not Accountability Indicators.		Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
Administration and Support Services 72 1*							
*Full-time equivalents (FTE)	72 1*	86.33	n/a	86.33	n/a	86.33	n/a
*Total Cost for Functional Centre	72 1*	$17,440,487	n/a	$17,456,527	n/a	$17,628,123	n/a
Diagnostic and Therapeutic Services 72 4* (Community Health Centres) 72 4*							
Case Management 72 5 09*							
Case Management (CCAC) 72 5 09 30							
*Full-time equivalents (FTE)	72 5 09 30	485.43	n/a	485.43	n/a	485.43	n/a
Visits	72 5 09 30	175,000	166250 - 183750	175,000	166250 - 183750	175,000	166250 - 183750
Individuals Served by Functional Centre	72 5 09 30	60,000	57000 - 63000	60,000	57000 - 63000	60,000	57000 - 63000
*Total Cost for Functional Centre	72 5 09 30	$45,837,454	n/a	$46,197,702	n/a	$46,565,759	n/a
Primary Care- Clinics/Programs 72 5 10*							
Practice 72 5 10 05							
*Full-time equivalents (FTE)	72 5 10 05	16.43	n/a	16.43	n/a	16.43	n/a
*Total Cost for Functional Centre	72 5 10 05	$2,400,359	n/a	$2,400,359	n/a	$2,400,359	n/a
Nursing Clinic 72 5 10 15							
Visits	72 5 10 15	64,806	61566 - 68046	64,806	61566 - 68046	64,806	61566 - 68046
Individuals Served by Functional Centre	72 5 10 15	5,395	5125 - 5665	5,395	5125 - 5665	5,395	5125 - 5665
*Total Cost for Functional Centre	72 5 10 15	$3,179,664	n/a	$3,179,664	n/a	$3,179,664	n/a
In-Home Health Professional Services (IHPS) Home Care 72 5 30 40*							
In-Home HPS - Nursing - Visiting 72 5 30 40 11							
*Full-time equivalents (FTE)	72 5 30 40 11	13.06	n/a	13.06	n/a	13.06	n/a
Visits	72 5 30 40 11	444,824	422583 - 467065	438,224	416313 - 460135	434,476	412752 - 456200
Individuals Served by Functional Centre	72 5 30 40 11	20,817	19776 - 21858	20,516	19490 - 21542	20,339	19322 - 21356
*Total Cost for Functional Centre	72 5 30 40 11	$37,440,583	n/a	$36,967,560	n/a	$36,673,882	n/a
In-Home HPS - Nursing - Shift 72 5 30 40 12							
Hours of Care	72 5 30 40 12	241,769	229681 - 253857	243,246	231084 - 255408	245,441	233169 - 257713
Individuals Served by Functional Centre	72 5 30 40 12	608	517 - 699	608	517 - 699	608	517 - 699
*Total Cost for Functional Centre	72 5 30 40 12	$13,419,305	n/a	$13,502,805	n/a	$13,626,955	n/a
In-Home HPS - Respiratory Services 72 5 30 40 35							
Visits	72 5 30 40 35	1,473	1326 - 1620	1,473	1326 - 1620	1,473	1326 - 1620
Individuals Served by Functional Centre	72 5 30 40 35	260	208 - 312	260	208 - 312	260	208 - 312
*Total Cost for Functional Centre	72 5 30 40 35	$221,700	n/a	$221,700	n/a	$221,700	n/a
In-Home HPS - Nutrition/Dietetic 72 5 30 40 45							
Visits	72 5 30 40 45	7,189	6830 - 7548	7,189	6830 - 7548	7,189	6830 - 7548
Individuals Served by Functional Centre	72 5 30 40 45	2,228	2005 - 2451	2,228	2005 - 2451	2,228	2005 - 2451
*Total Cost for Functional Centre	72 5 30 40 45	$948,148	n/a	$948,148	n/a	$948,148	n/a
In-Home HPS - Physiotherapy 72 5 30 40 50							
Visits	72 5 30 40 50	69,839	66347 - 73331	69,869	66376 - 73362	69,869	66376 - 73362
Individuals Served by Functional Centre	72 5 30 40 50	16,612	15781 - 17443	16,612	15781 - 17443	16,612	15781 - 17443
*Total Cost for Functional Centre	72 5 30 40 50	$7,259,049	n/a	$7,259,049	n/a	$7,259,049	n/a
In-Home HPS - Occupational Therapy 72 5 30 40 55							
Visits	72 5 30 40 55	34,639	32907 - 36371	34,639	32907 - 36371	34,639	32907 - 36371
Individuals Served by Functional Centre	72 5 30 40 55	14,071	13367 - 14775	14,071	13367 - 14775	14,071	13367 - 14775
*Total Cost for Functional Centre	72 5 30 40 55	$4,466,990	n/a	$4,466,990	n/a	$4,466,990	n/a
In-Home HPS - Speech Lang. Path. 72 5 30 40 62							
Visits	72 5 30 40 62	2,166	1949 - 2383	2,166	1949 - 2383	2,166	1949 - 2383
Individuals Served by Functional Centre	72 5 30 40 62	821	698 - 944	821	698 - 944	821	698 - 944
*Total Cost for Functional Centre	72 5 30 40 62	$328,219	n/a	$328,219	n/a	$328,219	n/a
In-Home HPS - Social Work 72 5 30 40 70							
Visits	72 5 30 40 70	9,445	8973 - 9917	9,445	8973 - 9917	9,445	8973 - 9917
Individuals Served by Functional Centre	72 5 30 40 70	2,372	2135 - 2609	2,372	2135 - 2609	2,372	2135 - 2609
*Total Cost for Functional Centre	72 5 30 40 70	$1,314,992	n/a	$1,314,992	n/a	$1,314,992	n/a
In-Home HPS - Psychology 72 5 30 40 75							
Visits	72 5 30 40 75	863	734 - 992	863	734 - 992	863	734 - 992
*Total Cost for Functional Centre	72 5 30 40 75	$50,000	n/a	$50,000	n/a	$50,000	n/a
Private/Home School Health Professional Services (SHPS) 72 5 30 42*							
Private/Home SHPS - Nursing - Shift 72 5 30 42 12							
Hours of Care	72 5 30 42 12	556	473 - 639	556	473 - 639	556	473 - 639
Individuals Served by Functional Centre	72 5 30 42 12	1	1 - 1	1	1 - 1	1	1 - 1
*Total Cost for Functional Centre	72 5 30 42 12	$26,460	n/a	$26,460	n/a	$26,460	n/a
Private/Home SHPS - Physiotherapy 72 5 30 42 50							
Visits	72 5 30 42 50	126	101 - 151	126	101 - 151	126	101 - 151
Individuals Served by Functional Centre	72 5 30 42 50	30	24 - 36	30	24 - 36	30	24 - 36
*Total Cost for Functional Centre	72 5 30 42 50	$15,932	n/a	$15,932	n/a	$15,932	n/a
Private/Home SHPS - Occupational Therapy 72 5 30 42 55							
Visits	72 5 30 42 55	289	231 - 347	289	231 - 347	289	231 - 347
Individuals Served by Functional Centre	72 5 30 42 55	76	61 - 91	76	61 - 91	76	61 - 91
*Total Cost for Functional Centre	72 5 30 42 55	$36,950	n/a	$36,950	n/a	$36,950	n/a
Private/Home SHPS - Speech Lang. Path. 72 5 30 42 62							

Schedule E2a: Clinical Activity- Detail
2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

OHRS Description & Functional Centre		2014-2015		2015-2016		2016-2017	
*These values are provided for information purposes only. They are not Accountability Indicators.		Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
Visits	72 5 30 42 62	812	690 - 934	812	690 - 934	812	690 - 934
Individuals Served by Functional Centre	72 5 30 42 62	124	99 - 149	124	99 - 149	124	99 - 149
*Total Cost for Functional Centre	72 5 30 42 62	$111,864	n/a	$111,864	n/a	$111,864	n/a
Public School Health Professional Services (SHPS) 72 5 30 44*							
Public SHPS - Nursing - Visiting 72 5 30 44 11							
Visits	72 5 30 44 11	25,553	24275 - 26831	25,553	24275 - 26831	25,553	24275 - 26831
Individuals Served by Functional Centre	72 5 30 44 11	341	273 - 409	341	273 - 409	341	273 - 409
*Total Cost for Functional Centre	72 5 30 44 11	$1,464,725	n/a	$1,464,725	n/a	$1,464,725	n/a
Public SHPS - Nursing - Shift 72 5 30 44 12							
Hours of Care	72 5 30 44 12	48,593	46163 - 51023	48,593	46163 - 51023	48,593	46163 - 51023
Individuals Served by Functional Centre	72 5 30 44 12	118	94 - 142	118	94 - 142	118	94 - 142
*Total Cost for Functional Centre	72 5 30 44 12	$2,587,777	n/a	$2,587,777	n/a	$2,587,777	n/a
Public SHPS - Nutrition/Dietetic 72 5 30 44 45							
Visits	72 5 30 44 45	34	27 - 41	34	27 - 41	34	27 - 41
Individuals Served by Functional Centre	72 5 30 44 45	9	7 - 11	9	7 - 11	9	7 - 11
*Total Cost for Functional Centre	72 5 30 44 45	$4,935	n/a	$4,935	n/a	$4,935	n/a
Public SHPS - Physiotherapy 72 5 30 44 50							
Visits	72 5 30 44 50	5,529	5253 - 5805	5,529	5253 - 5805	5,529	5253 - 5805
Individuals Served by Functional Centre	72 5 30 44 50	1,020	918 - 1122	1,020	918 - 1122	1,020	918 - 1122
*Total Cost for Functional Centre	72 5 30 44 50	$735,501	n/a	$735,501	n/a	$735,501	n/a
Public SHPS - Occ. Therapy 72 5 30 44 55							
Visits	72 5 30 44 55	11,274	10710 - 11838	11,274	10710 - 11838	11,274	10710 - 11838
Individuals Served by Functional Centre	72 5 30 44 55	2,537	2283 - 2791	2,537	2283 - 2791	2,537	2283 - 2791
*Total Cost for Functional Centre	72 5 30 44 55	$1,489,972	n/a	$1,489,972	n/a	$1,489,972	n/a
Public SHPS - Speech Lang. Path. 72 5 30 44 62							
Visits	72 5 30 44 62	13,779	13090 - 14468	13,779	13090 - 14468	13,779	13090 - 14468
Individuals Served by Functional Centre	72 5 30 44 62	1,736	1562 - 1910	1,736	1562 - 1910	1,736	1562 - 1910
*Total Cost for Functional Centre	72 5 30 44 62	$1,943,039	n/a	$1,943,039	n/a	$1,943,039	n/a
In-Home Support Services 72 5 35 40*							
In-Home Support - Comb. PS and HM Services 72 5 35 40 30							
Hours of Care	72 5 35 40 30	1,884,104	1789899 - 1978309	1,883,173	1789014 - 1977331	1,869,981	1776482 - 1963480
Individuals Served by Functional Centre	72 5 35 40 30	12,900	12255 - 13545	12,893	12248 - 13538	12,876	12232 - 13520
*Total Cost for Functional Centre	72 5 35 40 30	$58,728,664	n/a	$58,703,700	n/a	$58,297,867	n/a
School Health Personal Support Services (SHPSS) 72 5 35 42							
School Health Personal Support Services (SHPSS) 72 5 35 42 10							
Hours of Care	72 5 35 42 10	9,843	9351 - 10335	9,843	9351 - 10335	9,843	9351 - 10335
Individuals Served by Functional Centre	72 5 35 42 10	34	27 - 41	34	27 - 41	34	27 - 41
*Total Cost for Functional Centre	72 5 35 42 10	$300,146	n/a	$300,146	n/a	$300,146	n/a
Residential Hospice- End of Life (EOL) 72 5 40 95*							
Residential Hospice - EOL-Nursing Shift 72 5 40 95 12							
Individuals Served by Functional Centre	72 5 40 95 12	192	154 - 230	192	154 - 230	192	154 - 230
*Total Cost for Functional Centre	72 5 40 95 12	$1,409,704	n/a	$1,409,704	n/a	$1,409,704	n/a
Residential Hospice - EOL-Combined PS and HM Services 72 5 40 95 30							
Individuals Served by Functional Centre	72 5 40 95 30	192	154 - 230	192	154 - 230	192	154 - 230
*Total Cost for Functional Centre	72 5 40 95 30	$792,959	n/a	$792,959	n/a	$792,959	n/a
CCAC- Community Care Access Centre Education							
Education-In Service (CCAC Only) 72 5 40							
*Full-time equivalents (FTE)	72 5 40	3.27	n/a	3.27	n/a	3.27	n/a
*Total Cost for Functional Centre	72 5 40	$356,397	n/a	$365,638	n/a	$375,135	n/a
Total Full-Time Equivalents for All F/C		604.52		604.52		604.52	
Total Cost for All F/C		$204,311,975		$204,283,017		$204,256,806	

Schedule E2e: CCAC Sector Specific Indicators

2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

Performance Indicators	2014-2015 Target	Performance Standard	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
Access: Wait time 1 From Hospital Discharge to Service Initiation (Hospital Clients)	6 days	5 - 7 days	TBD	-	TBD	-
Access: Wait time 2 90th Percentile Wait Time from Community Setting to Community Home Care Services	24 days	<= 27days	TBD	<= TBD	TBD	<= TBD

Explanatory Indicators
Access Wait time 1 From Hospital Discharge to Service Initiation – Short Stay Acute Clients
Access Wait time 1 From Hospital Discharge to Service Initiation – Short Stay Rehab Clients
Access Wait time 1 From Hospital Discharge to Service Initiation – Long-Stay Complex Clients
Access Wait time 2 90th Percentile Wait Time from Community Setting to Community Home Care Services – Short Stay Acute Clients
Access Wait time 2 90th Percentile Wait Time from Community Setting to Community Home Care Services – Short Stay Rehab Clients
Access Wait time 2 90th Percentile Wait Time from Community Setting to Community Home Care Services – Long Stay Complex Clients
Average Monthly Cost per Episode – Adult Short Stay Acute Clients
Average Monthly Cost per Episode – Adult Long Stay Complex Clients
Average Monthly Cost per Episode – End of Life Clients
Average Monthly Cost per Episode – End of Life Clients – In the Three Months Immediately Preceding Death
Average Monthly Cost per Episode – Children Medically Fragile
Clients with MAPLe Scores High and Very High Living in the Community Supported by Community Care Access Centres
Clients Placed in Long Term Care Homes with MAPLe Scores High and Very High as a Proportion of Total Clients Placed

Schedule E3 FLS-I Local: FLS Local: Identified Agencies
2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

Identified French Language Services Agencies
Utilizing the tools and resources in the French Language Services (FLS) Toolkit identified Health Service Providers will meet their obligations contained within their FLS Implementation plan.
http://www.southwestlhin.on.ca/page.aspx?id=8884

Agencies will actively participate in activities designed to support their FLS Plan, including working collaboratively with the South West LHIN.

Reporting Obligations - Reporting to the South West LHIN will be completed annually in a format to be communicated from the South West LHIN.

April 30, 2015: 2014/15 Annual Report
April 30, 2016: 2015/16 Annual Report
April 30, 2017: 2016/17 Annual Report

- Annual revisions to agency's FLS plan are submitted to the South West LHIN, if requested:

June 1, 2014: 2014/15 Revised FLS Plan
June 1, 2015: 2015/16 Revised FLS Plan
June 1, 2016: 2016/17 Revised FLS Plan
June 1, 2017: 2017/18 Revised FLS Plan

Schedule E3a Local: All
2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

TheHealthline.ca
All South West LHIN community sector Health Service Providers agree to regularly update, and annually review (for year beginning), site specific programs and services information, as represented within the thehealthline.ca website.

Review Obligations - Annually review/update HSP specific content on thehealthline.ca
April 1, 2015
April 1, 2016
April 1, 2017

Schedule E3e Local: CCAC Local Indicators
2014-2017

Health Service Provider: SOUTH WEST COMMUNITY CARE ACCESS CENTRE

QIP Reporting by CCAC
The Community Care Access Centre will align the Quality Improvement Plan (QIP) with consideration of the South West LHIN Integrated Health Service Plan (IHSP) priorities, and will submit the completed Plan and Progress Report annually to the LHIN at the time of submission.

Reporting Obligations – Reporting to the South West LHIN will be completed annually for both the Quality Improvement Plan and Annual Progress Report in accordance with the timelines specified using the South West LHIN reporting email.

April 1, 2014: 2014/15 QIP Plan Submission
April 1, 2015: 2015/16 QIP and 2014/15 Progress Report
April 1, 2016: 2016/17 QIP and 2015/16 Progress Report
April 1, 2017: 2016/17 Progress Report

This is Exhibit "G"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

Number of Individuals Served

Fiscal Year	Count of Patients
2015/2016	729,357
2016/2017	760,317

Note: Includes patients waiting for placement,
Information and referral, and non-admits
source: MIS stat 8550005

Number of Individuals Receiving Home Care Services

Fiscal Year	Count of Patients
2015/2016	540,224
2016/2017	561,380

Note: Count of patients who received nursing, personal support services, or other professional services during the fiscal year reported. Patient is counted once if they received services in more than one LHIN in the fiscal year.

Source: CHRIS

Number of Individuals Receiving Home Care Services by Service Type

Service	Individuals Served FY 2015-2016	Individuals Served FY 2016-2017
Personal Support & Homemaking	179,953	188,413
Nursing- Visit (including RRN)	307,958	321,735
Nursing- Shift	8,691	10,248
Physiotherapy	127,843	128,578
Occupational Therapy	172,468	181,533
Speech	41,553	43,266
Social Work	14,038	14,320
Nutrition	14,407	14,668
Respite	51	10,075
HPCNP nursing visits	6,072	7,147
MHAN nursing visits	8,203	9,645

Note: patients could be counted more than once if they receive multiple services in multiple LHINs

Source: MIS stat 455 **

Percentage of Patients who were seniors

Age Group	Percentage of Patients FY 2015-2016	Percentage of Patients FY 2016-2017
Age 65-84	38%	38%
Age 85+	19%	20%

Note: Distinct count of patients with an active referral during the fiscal year. Patient counted once if they had active referrals in more than one LHIN in the fiscal year.

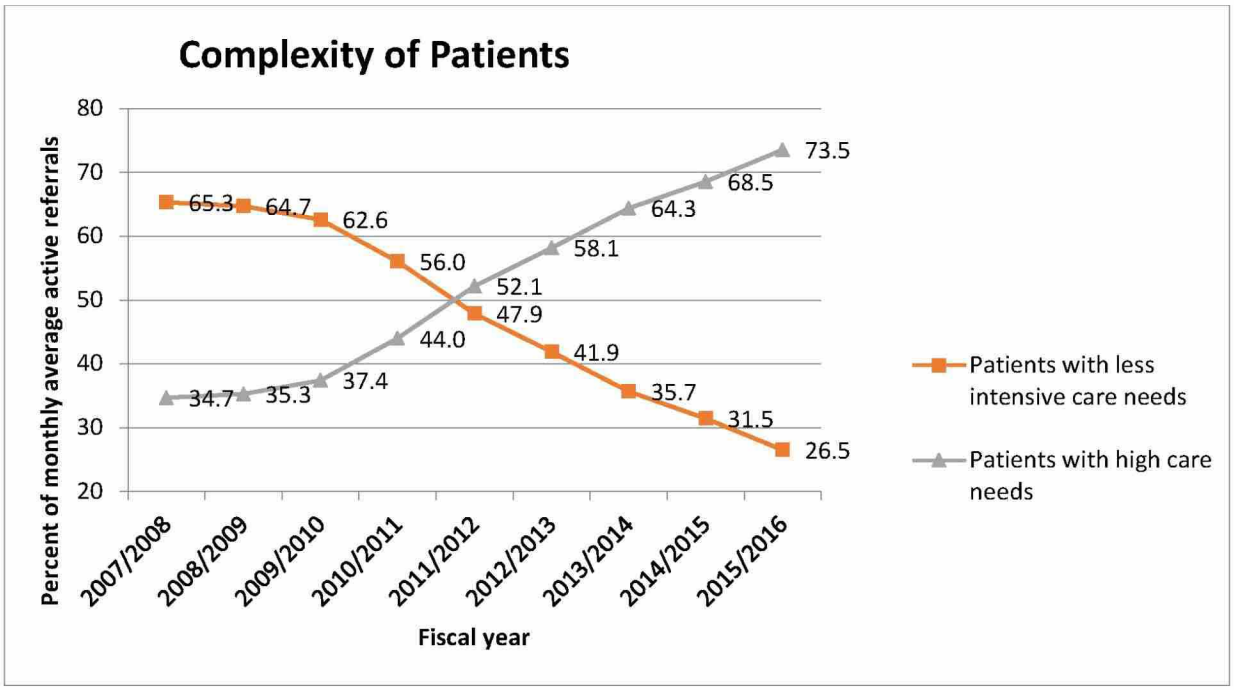
Counts include admitted and non-admitted referrals, all referral types and referrals with and without service.
Patient's age is calculated as of the first day of the fiscal year.
Source - CHRIS

Number of publicly funded services

Service	Quantity (Visits / Hours) FY 2015-2016	Quantity (Visits / Hours) FY 2016-2017
Personal Support - Hours	28,694,262	29,688,288
Nursing - Visits	6,964,017	7,276,301
Nursing Shift - Hours	2,102,683	2,191,723
Physiotherapy - Visits	850,000	760,570
Occupational Therapy - Visits	575,852	608,132
Speech Language Therapy - Visits	267,231	284,940

Note: Includes Nursing, Personal Support, Physiotherapy, Occupational Therapy and Speech Language Therapy
Nursing - Visits includes direct care nursing services (Mental Health and Addiction Nursing, Nurse Practitioner Palliative Visit and Rapid Response Nursing)
Source : Home Care Database

Complexity of long stay adult patients



Notes:

Includes Adult long stay patients only who have received a RAI-HC. Includes the percent of monthly average active referrals

Source: HSSOntario Utilization reports

This is Exhibit "H"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

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Community Care Access Centre Sector

EVENTS MANAGEMENT FRAMEWORK

Version 1.1

October 2009

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TABLE OF CONTENTS

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OUR VISION

Outstanding care – every person, every day.

OUR MISSION

To deliver a seamless experience through the health system for people in our diverse communities, providing equitable access, individualized care coordination, and quality health care.

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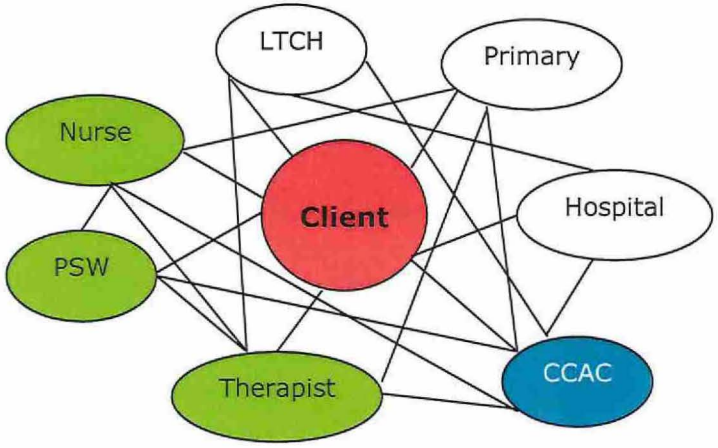
INTRODUCTION

The CCAC plays a unique role in the integration of Ontario's health care system as one of the only health service organizations providing border-to-border, cradle-to-grave access to information and services. Building upon our vision and mission, CCACs work in collaboration with system partners to achieve safe, high-quality client experiences. System collaboration within a true Continuous Quality Improvement (CQI) culture is critical to achieving client centered quality improvement.



The Event Management Framework is a common approach to tracking, organization, and management of events across all CCACs and their providers and partners. The framework incorporates the reporting of all events in the CCAC enterprise; client services, privacy, health & safety and business continuity. While a small number of events will pertain exclusively to internal CCAC operations, the vast majority of events are client service related involving contracted service providers, vendors and other health system partners.

Multi-directional reporting across stakeholders is key to achieving high quality client outcomes and system quality improvement. Building upon our **Vision** and **Mission**, a set of **Guiding Principles** was developed to support positive client experience and inter-organizational collaboration.

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OVERVIEW

Events are organized first by type and then by category. The specific events were researched across CCACs and other health system environments. The list of events reflected in the charts below represents current practice as well as best or emerging practice from other jurisdictions. The list will evolve based on evaluation and benchmarking, integration with the broader health system and collaboration with the Ontario Health Quality Council. All events will be tracked and reported in each CCAC. Reporting will also be available at the provincial level and will staged over a 2-year period. The first group of events will start being reported by CCACs Q1 2010/11.

- The Event Management Framework introduces the common terminology and definitions for the CCAC sector. It was hoped the CCAC could adopt existing standard terminology however a wide variety were found to be used across the health system. Review was conducted to select those that best align with the sector. The standard terminology will be reflected in RFP documents, service contracts and contract management templates.
- The list of events is not intended to be exhaustive; CCACs may add local events as required. Use of local events will be reviewed as part of the on-going evaluation.
- Software tools (rL, ORTS, etc.) are a local CCAC solution.

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GUIDING PRINCIPLES

Events are a usual and frequent part of our business. Ensuring positive and effective experiences for clients, caregivers and stakeholders is the responsibility of all CCAC staff. Common Guiding Principles support a consistent approach and equitable client experience province wide:

- Build respectful **RELATIONSHIPS** with all stakeholders to open dialogue
- Achieve a **SHARED UNDERSTANDING** of the event by all stakeholders involved
- **CO-CREATE SOLUTIONS** that are effective, achievable and sustainable

EVENT DEFINITION

Something that has, or may happen, or is regarded as happening;

a noteworthy episode of some-to-great importance; a term to encompass complaints,

compliments, risk events, adverse events, and near misses.

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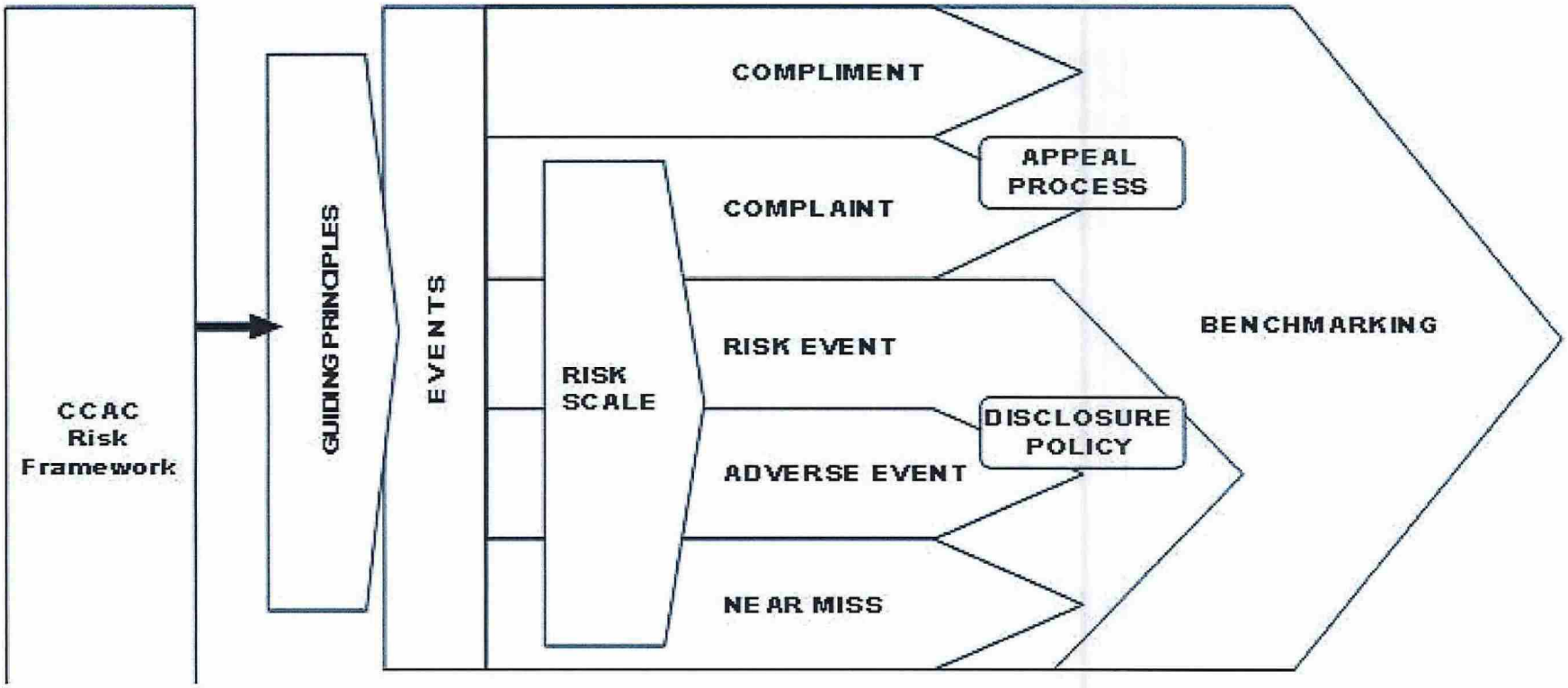
Event Management Framework



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EVENT TYPES

1. COMPLIMENTS

Definition: an expression of appreciation, praise, or commendation

Categories: Not applicable

2. COMPLAINTS

Definition: An expression of dissatisfaction from external or internal origin, related to services and/or processes, where a response and/or resolution is explicitly or implicitly expected

Categories:

2.a Source: Client/Caregiver

2.b Source: External –Health System Partners, MPP, Actionline, etc.

2.c Source: Staff- CCAC or service providers

Rationale: Statistically only a fraction of client complaints is ever raised, making each an important opportunity to improve our quality. The origin of a complaint can provide important understanding of the broad and diverse stakeholders contributing to community based care. Feedback from all stakeholders supports system improvement.

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COMPLAINT APPEAL PROCESS

Appeals fall into those managed by the CCAC; and, those appealed to the Health Services Board. Each CCAC has developed an internal process to manage complaints. It may include dedicated internal staff or external resources to resolve complaints. Actionline complaints would begin in this group.

When the CCAC is unable to resolve an issue, the client may exercise a legislated option. The Long-Term Care Act provides a framework for lodging and addressing complaints. The Act limited the jurisdiction of the Health Services Board to a list of specific complaints. The provincial Client Services Manual provides direction:

- Section 10.1 Complaint Resolution
- Section 10.2 Appeal of CCAC Decisions
  - Only paragraphs 1,2,3 and 4 of section 39(1) of the LTC Act can be appealed*:
    - Eligibility for service
    - Exclusion of service
    - Amount of Service
    - Termination of service

While the legislation requires rigorous due process in general and particularly for the appealable complaints, the management of every complaint is from a customer service perspective. The Guiding Principles

- Use of the Guiding Principles
- Reflect standards of best practice and Continuous Quality Improvement (CQI)
- Reflect Vision, Mission, and Values.
- Be transparent, accessible, and effective.
- Managed in a timely manner (by CCAC or Service Providers)
- Acknowledge all complaints immediately or within 24 hours of receipt
- Commit to timelines within our control and communicate frequently with the complainant when timelines are dependant on others

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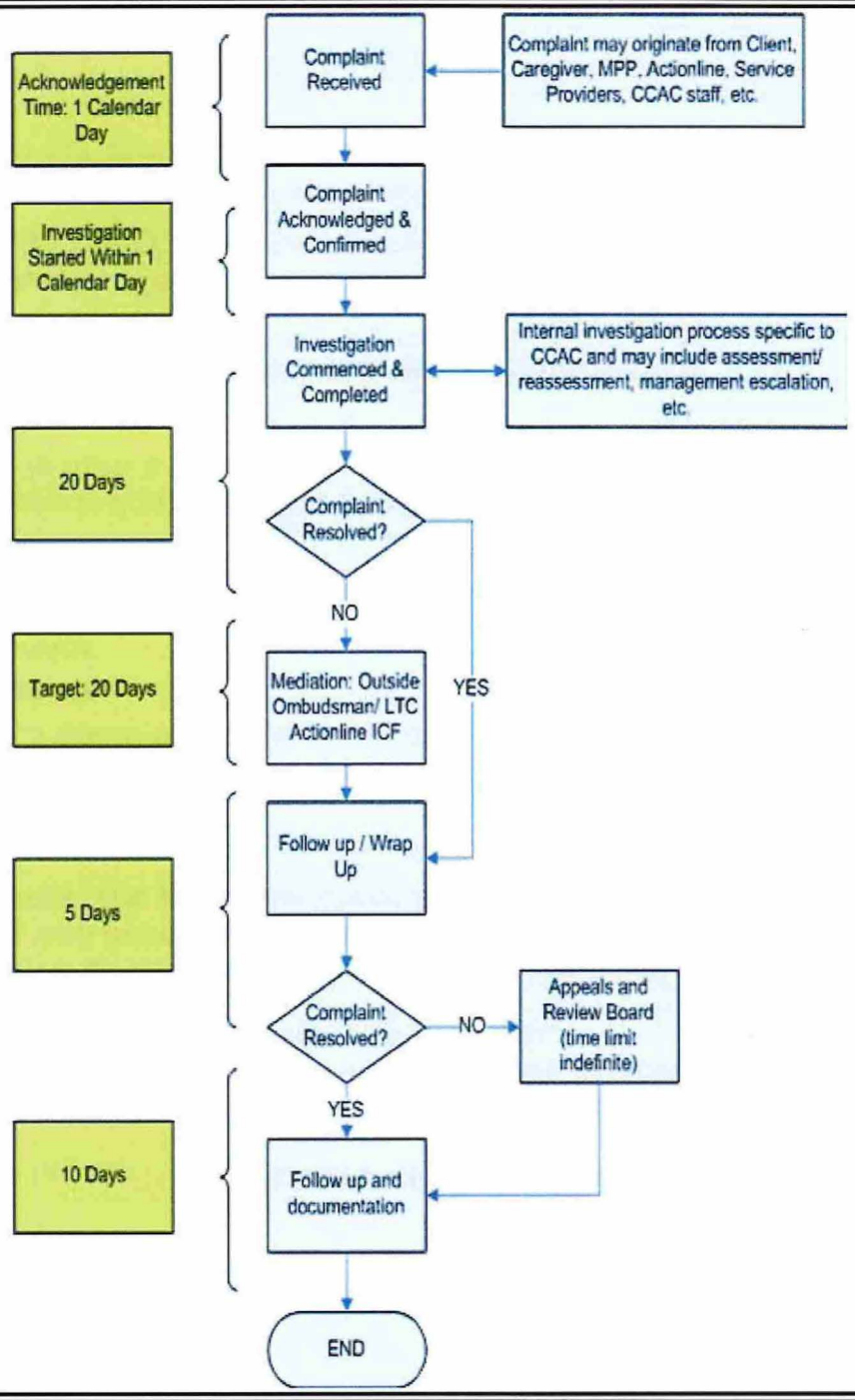

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3. RISK EVENTS

*Definition of **RISK***: A risk is the *"chance or possibility of danger, loss, or injury. For health services organizations, this can relate to the health and well-being of clients, staff and the public; property; reputation; environment; organizational functioning, financial stability, market share; and other things of value."*

(CCHSA, Accreditation Program, 5th Edition, 2006

The vast majority of reportable events are contained within this group (often referred to as occurrence or incidents).

Category: 3.a Client/Caregiver Safety

Rationale: Patient safety is a key focus

Category: 3.b CCAC/Service Provider Staff Safety

Rationale: Health & safety issues exist in the client care environment and the CCAC work environment. These affect both CCAC and provider staff and ultimately client care. This category is intended to include health & safety issues for CCAC staff (future development).

Category: 3.c Privacy and Security

Rationale: Includes Privacy and security of Personal Health Information and CCAC assets (future development).

Category: 3.d Service Delivery

Rationale: Events in this group represent service deliver issues that pose risk to clients. Although these may be considered contract issues, the associated risks takes primacy and are **not** duplicated in contract monitoring processes.

Category: 3.e Communication and Reporting

Rationale: Events in this group represent risk to clients. Although these may also be considered contract issues, the associated risk takes primacy and is not duplicated in contract monitoring

Category: 3.f Placement

Rationale: While contract provide a clear accountability for purchased services, the CCAC plays a liaison role in the legislated placement process presenting distinct risk events.

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ADVERSE EVENT

Definition: Three Definition Criteria:

1. An unintended injury or complication, **AND**
2. Which results in disability, death or increased use of health care resources (i.e. additional attendance by health care professionals, prolonged home care stay, hospitalization), **AND**
3. Is caused by health care management*

Nancy Sear CHE, PhD

(* Health care management is defined as: Any care or treatment provided as parts of a formal care plan that is provided by healthcare workers, formal or informal caregivers or as self-care by the client.)

Rationale: Definition adapted from the Institute of Medicine (IOM) definition of Adverse Event in health care. Modification for the Homecare context was conducted by Nancy Sears PhD, principle researcher, G. Ross Baker PhD, Jan Barnsley PhD, Sam Shortt MD, PhD, co-investigators Faculty of Medicine, Department of Health Policy Management & Evaluation, U of T. Nancy Sears also sits on the Steering Committee for John Hirdes Homecare Research group.

Categories: Not applicable; adverse events are not a separate set of specific events, but may be any 'Event' that meets the 3-criteria definition. Adverse Events may be identified upon initial reporting or identified during the course of investigation of a Risk Event or Complaint.

DISCLOSURE OF ADVERSE EVENTS POLICY

A provincial policy for Disclosure is in development. Best practice elements will include:

- Based on research-based definition for adverse event
- Consistent with client rights
- Consistent with principles of public stewardship
- Consistent with guiding principles to event management
- Consistent with principles of CQI

Further a policy needs to be specific in regard to:

- What is disclosed
- Who makes the disclosure (i.e. most responsible practitioner)
- To whom the disclosure is made (i.e. client, substitute decision maker, etc.)
- Timing of the disclosure

4. NEAR MISS (Future Use)

Definition: This emerging indicator has not been developed within community. The definition is developmental:

Any event or deviation that is detected and remedied before a Risk Event occurs, avoiding harm/injury/impact to the client, CCAC, or to the service provider/organization.

Categories: Not applicable, Near Miss is not a separate set of specific events, but may be any 'Event' that meets the definition.

Rationale: While trending of actual events provides excellent learning, it comes because of an actual event, which may have caused harm to a client, caregiver, or staff. The tracking of 'Near Miss' data provides the best opportunity for preventative learning.

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TABLE OF EVENTS

Event Type	Category	Reportable Event	Event Definition	Reporting required by CCAC	Reporting required by SP	PROVINCIAL REPORTING 10/11	PROVINCIAL REPORTING 11/12
1. Compliments	N/A	(i) Compliment – CCAC staff	Expression of appreciation, praise, or commendation of a CCAC staff member.	X			X
		(ii) Compliment – SP staff	Expression of appreciation, praise, or commendation of a Service Provider staff member.	X			X
2. Complaints	2 a) Source – Client/Caregiver 2 b) Source – External advocate 2 c) Source – CCAC staff/SP staff	(i) Eligibility of Service*	Complaint regarding the CCAC's decision regarding eligibility for service (LTC Act 39.(1)1)	X		X	
		(ii) Exclusion of Service*	Complaint regarding the CCAC's decision to exclude a particular service from the plan of service (LTC Act 39.(1)2)	X		X	
		(iii) Amount of Service*	Complaint regarding the CCAC's decision about the amount of any particular service included in the plan of service (LTC Act 39.(1)3)	X		X	
		(iv) Termination of Service*	Complaint regarding the decision to terminate service (LTC Act 39.(1)4)	X		X	
		(v) Quality of Service	Complaint regarding the quality of service provided or arranged	X			X
		(vi) Availability of Service	Client is eligible however; service is unavailable due to fiscal and/or HR resources.	X			X
		(vii) Ability to place in LTCH	Complaint about wait-lists to enter facility	X			X
		(viii) Rights violation	Complaint about violation of client rights: Client Bill of Rights (LTC Act) or the Human Rights Act.	X	X		X
		(ix) Business Process	Complaint regarding CCAC organizational or business practice.	X	X		X

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Event Type	Category	Reportable Event	Event Definition	Reporting required by CCAC	Reporting required by SP	PROVINCIAL REPORTING 10/11	PROVINCIAL REPORTING 11/12
3. Risk Events	3 a) Client/ Caregiver Safety	(i) Improper procedure / intervention	As per College standards and CCAC contractual requirements or established practice.	X	X		X
		(ii) Medical Orders not followed	As per medical order.	X	X		X
		(iii) Client injury	Physical injury resulting from a causative factor **other** than a *Client Fall* or *Medication Error.*	X	X	X	
		(iv) Client fall	Where an individual makes contact with the ground or an object on the ground.	X	X	X	
		(v) Medication error	Incident related to prescribing, processing, dispensing, or administration of medication or IV fluids. *Examples: missed or wrong medication, missed or wrong dose of medication, wrong time dose administered, missed or wrong delivery of medication, administration errors.*	X	X	X	
		(vi) Infectious disease not reported	Infectious disease (as defined in the Health Promotion and Protection Act) that is not reported by client/caregiver, service provider, CCAC or other third party.	X	X	X	
		(vii) Actual/potential abuse of client	Mental, physical, emotional, verbal, or financial abuse or neglect directed towards the client.	X	X	X	
		(viii) Alleged theft	Client/caregiver identifies missing property or money.	X	X		X

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Event Type	Category	Reportable Event	Event Definition	Reporting required by CCAC	Reporting required by SP	PROVINCIAL REPORTING 10/11	PROVINCIAL REPORTING 11/12
		(ix) Unexpected death	Death not anticipated in view of client pre-existing condition or service plan.	X	X	X	
		(x) Not Reported - Client not-seen-not-found (NSNF)	Neglecting to report a "not seen not found" visit.	X	X	X	
	3 b) CCAC/Service provider safety	(i) Unsecured animals	Animals that are not secured safely in the home.	X	X		X
		(ii) Unsecured weapons	Weapons that are not secured safely in the home.	X	X		X
		(iii) Unsafe client environment	Hazards identified in client's home.	X	X		X
		(iv) Abuse/threat/injury to staff	Abuse, threat or injury of service provider staff or CCAC staff from the client or any other individual present within the client's environment.	X	X	X	
		**HROD placeholder	Currently in development				X
	3 c) Privacy & Security	(i) Consent to collect/use PHI not obtained	Knowledgeable consent to collect, use and disclose personal health information not obtained as required by Personal Health Information Protection Act, 2004.	X		X	
		(ii) Confidentiality/Privacy not maintained	Actual or suspected loss/theft/ accidental or unauthorized access, use, disclosure copying, modification, destruction, disposal of Client Records or Client Information whereby personal client information is inappropriately disclosed.	X	X	X	

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Event Type	Category	Reportable Event	Event Definition	Reporting required by CCAC	Reporting required by SP	PROVINCIAL REPORTING 10/11	PROVINCIAL REPORTING 11/12
		**Business continuity placeholder	Currently in development				X
	3 d) Service Delivery	(i) Missed visit	Any scheduled visit/shift/clinic where the service provider fails to attend, where the service provider has not provided advance notice or has provided notice but does not reschedule.	X	X	X	
		(ii) Service refused by client	Client declined to accept service.	X	X		X
		(iii) Service refused by SP due to risk issue	Service provider declined new referral due to indentified risk issue.	X	X	X	
		(iv) Service not delivered as requested	Deviation from service/care plan.	X			X
		(v) Lack of professionalism	Behaviours inconsistent with good customer service.	X		X	
		(vi) Discontinuity of providers	Poor continuity of service provider staffing when inconsistency has negatively impacted client care.	X		X	
		(vii) Accidental damage to property	Damage to client/caregiver property due to service provider or CCAC employee.	X	X		X
		(viii) Unauthorized visit/billing	Billing for visits provided without authorization or billing for visits not made.	X			X

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Event Type	Category	Reportable Event	Event Definition	Reporting required by CCAC	Reporting required by SP	PROVINCIAL REPORTING 10/11	PROVINCIAL REPORTING 11/12
		(ix) Late/Wrong delivery of Medical Equipment & Supplies	Not delivered as ordered – may cause extra visit or delay in service provision.	X	X		X
		(x) Equipment malfunctioned/soiled	Client received equipment in disrepair or soiled, or equipment malfunctioned.	X	X		X
		(xi) Late pick up of equipment	Equipment picked up after scheduled date/time.	X			X
	3 e) Communication & Reporting	(i) Risk event not reported	CCAC or SP did not report or communicate a risk event	X			X
		(ii) Failure to communicate with client/caregiver	CCAC or SP failure to communicate key information to client/family.	X			X
		(iii) Failure to relay change in health status	As directed by CCAC within 24 hours of CCAC request verbally or within 4 hours from end of visit or shift.	X	X		X
		(iv) Claim/legal proceeding/Police investigation involving client/caregiver	Any claim/legal proceeding/Police investigation involving client/caregiver	X	X	X	
	3 f)Placement	(i) Failed admission to LTCH	Facility unable or unprepared to meet client care needs safely and/or appropriately due to incomplete/undisclosed information and/or missing documents.	X		X	

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Event Type	Category	Reportable Event	Event Definition	Reporting required by CCAC	Reporting required by SP	PROVINCIAL REPORTING 10/11	PROVINCIAL REPORTING 11/12
		(ii) Failed to follow LTC legislation	CCAC or other third party fails to follow required steps or provide accurate information/communication regarding placement	X		X	
		(iii) Inappropriate admission to LTC	Facility unable or unprepared to **fully** meet client care needs safely and/or appropriately due to incomplete/undisclosed information and/or missing documents.	X		X	
4. Adverse Event	Potentially all based on criteria	Potentially all based on criteria	Three Criteria Definition: -an unintended injury or complication **AND** -results in disability, death or increased use of health care resources **AND** -is caused by healthcare management	X	X	X	
5. Near Miss	**Placeholder for Future Use	**Placeholder for Future Use	**Placeholder for Future Use **NOT** Currently used - being researched				X

Indicates event is appealable to the Health Services Board ***** Indicates placeholder for future development***

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RISK SCALE

Definition of **RISK**: A risk is the "chance or possibility of danger, loss, or injury. For health services organizations, this can relate to the health and well-being of clients, staff and the public; property; reputation; environment; organizational functioning, financial stability, market share; and other things of value." *(CCHSA, Accreditation Program, 5th Edition, 2006).*

Risk Scale:

- High
- Medium
- Low

Rationale: Every event carries some risk. Risk levels are to be assigned to all Events – except Compliment. Risk levels assist in determining the organizational resources required in responding

Risk Levels may change through the course of investigation and resolution.

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	HIGH RISK	MEDIUM RISK	LOW RISK
DEFINITION	The event <u>has actual or potential for significant</u> harm/injury/ impact to the client, the CCAC, or to the service provider/ organization, has the potential for litigation and/or lack of confidence in CCAC services.	The event *<u>has actual, or potential to result in some</u>* harm/injury/impact to the client, the CCAC, or to the service provider/organization. The event has caused a delay in service, or resulted in additional costs, or dissatisfaction with CCAC services.	The event <u>has actual, or potential for minimal</u> harm/injury/ impact to the client, CCAC, or to the service provider/ organization
OUTCOME	***<u>Outcome has or may have a significant effect</u>*** • Safety of the client or any persons involved with the client's care • The client's ability to receive services • CCAC or service provider organizations' ability to provide services • The health or well-being of staff or clients • Organizational functioning, financial stability or reputation	***<u>Outcome has or may have some effect:</u>*** • Safety of the client or any persons involved with the client's care • The client's ability to receive services • CCAC or service provider organizations' ability to provide services • The health or well-being of staff or clients • Organizational functioning, financial stability or reputation • May require intervention to avoid a high risk situation	***<u>Outcome does not affect:</u>*** • Safety of the client or any persons involved with the client's care • The client's ability to receive services • CCAC or service provider organizations' ability to provide services • The health or well-being of staff or clients • Organizational functioning, financial stability or reputation

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EVENT RESOLUTION

Our Mission to support seamless client experience across the health system requires transitions from multiple origins to multiple destinations and providers. Not all events the CCAC will manage are solely within the CCAC scope to solve. Resolution data is an important measure of client experience as well as both CCAC and system effectiveness.

Resolutions:

- Resolved – Satisfied (from perspective of originator)
- Resolved – Not Satisfied
- Unresolved – Satisfied
- Unresolved – Not Satisfied
- Appealed (Health Services Board)
- Unfounded (Not appropriate for complaints)

	Compliments	Complaints	Risk Events	Adverse Events	Near Miss
Resolved- Satisfied	N/A	Applicable	Applicable	Applicable	Applicable
Resolved- Unsatisfied	N/A	Applicable	Applicable	Applicable	Applicable
Unresolved - Satisfied	N/A	Applicable	Applicable	Applicable	Applicable
Unresolved - Unsatisfied	N/A	Applicable	Applicable	Applicable	Applicable
Appealed - (HSAB)	N/A	Applicable	Applicable	Applicable	Applicable
Unfounded	N/A	N/A	Applicable	Applicable	Applicable

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REPORTING & BENCHMARKING

The standardization of Event data across the province provides a significant opportunity for advancing policy and practice to improve the quality and safety of clients receiving care in the community.

There are two primary environments for data use, each with internal and external components:

A. Local

- Internal reporting for local CCAC use
- External reporting to appropriate local stakeholders (limited to the local CCAC's data only i.e.: Local LHIN Accountability indicators, etc)

B. Provincial

- Internal reporting to all 14 CCAC's:
  - For internal comparison and analysis; development of strategic health system foci, key improvements
- External reporting of CCAC sector data:
  - Ontario Health Quality Council (OHQC), LHIN Accountability indicators, Sector scorecard indicators, etc

A Memorandum of Agreement is in development to govern the structure and process.

This is Exhibit "I"
to the Affidavit of DONNA LADOUCEUR,
Sworn before me this 27th
Day of July, 2018

R. Bambers

Rita Bambers LSO #28341V

From: Coffey, Allison
To: Coffey, Allison
Subject: FW: Re: BRN 540416845
Date: Wednesday, January 10, 2018 11:01:02 AM
Attachments: image002.png

---------- Forwarded message ----------
From: "**Ladouceur, Donna**" <[redacted]
Date: Tue, Oct 18, 2016 at 4:40 PM -0400
Subject: Re: BRN 540416845
To: "Eileen Cunningham" [redacted]
Cc: "Tamara Condy" <[redacted], "Carswell, Steven"
<[redacted]

HI Eileen,
Thanks for the heads up on this one and your attention to ensuring patients are safe.
I am cc Steven as his team will create an ETMS to track outcomes.
Hope all is well with you and that you are enjoying the late summer we are having
Donna

Get Outlook for iOS

On Tue, Oct 18, 2016 at 2:57 PM -0400, "Eileen Cunningham"
[redacted]> wrote:

Hi Donna,
Here is a summary of an issue currently under investigation with local detectives and now OPP.

- One of our SE nurses resigned in August 2016 without incident.
- In October she sent a letter to the police with a list of clients she had tried to harm
- One was the client[redacted] the others were not CCAC clients
- The nurse told the police she injected insulin into the client's PICC line
- The client is still on SE service and relatively "alive and well"
- The investigation continues
- Tamara Condy is the Oxford supervisor involved in the situation
- We have involved our corporate integrity office during this investigation

Please let me know if you would like to discuss further.

E.

Saint Elizabeth
Well beyond health care
Eileen Cunningham,
Regional Director, South West.
1100 Dearness Drive Unit 12,
London, Ontario N6E 1N9
[redacted]