Victoria Manor Committee of Management

Report VMC2023-01

Meeting Date: February 6, 2023

Meeting Time: 1:00 p.m.

Meeting Place: Electronic Video Meeting

Subject: Long-Term Care Service Accountability Agreement 2023-24

Author Name and Title: Cheryl Faber, Director

Recommendation(s):

Resolved That Report VMC2023-01, "Long-Term Care Service Accountability Agreement (LSAA) 2023-24," be received; and

THAT the Victoria Manor Committee of Management recommend to Council that the Long-Term Care Service Accountability Agreement 2023-24 be approved and adopted; and

THAT the Mayor and Clerk be authorized to execute the agreement, and any related documents, on behalf of the City.

Director

Other

Background:

The Long-Term Care Service Accountability Agreement (LSAA) is the service accountability agreement between a funded long-term care home and Ontario Health that is required under the Connecting Care Act, 2019.

The LSAA is the direct funding agreement between the Ministry of Health and Long-Term Care (MOHLTC) and the City of Kawartha Lakes as the Long-Term Care Service Provider. The LSAA lays out the terms and conditions of funding and accountability related to service provision, planning, integration, performance, reporting and compliance.

For Victoria Manor, a LSAA was in place that covered a three-year period from April 1, 2019 to March 31, 2022. Over the past few years, transformation within the Ministry of Health and Long-Term Care (MOHLTC) occurred with the establishment of Ontario Health (OH) from the previous Local Health Integration Networks (LHINs). In parallel, the legislation governing Ontario Health changed from the Local Health System Integration Act, 2006 (LHSIA) to the new Connecting Care Act, 2019 (CCA).

With these changes, the City of Kawartha Lakes was advised prior to our previous LSAA expiration that a one-year extension from April 1, 2022 to March 31, 2023 be provided for approval and execution. The terms and conditions of that agreement were amended and signed by the City's Mayor and Clerk for submission to Ontario Health on March 8, 2022.

On December 22, 2022, the City received notification from OH that a one-year proposed LSAA extension be provided to LTCH service providers. This agreement is aligned with provincial priorities and contain modifications that support system improvement including the new provincial legislation and organizational changes. Currently proposed changes have been shared with us and appended to this report. Staff are awaiting final version of the LSAA from OH to be signed and submitted before March 31, 2023. Once approved by both parties, the one-year agreement will be effective from April 1, 2023 to March 31, 2024.

The purpose of this report is to educate Committee on the service contractual agreement with Ontario Health for the operation and provision of long-term care services provided by our municipal LTC Home, Victoria Manor. As well, Council approval is required to execute the one-year extension for our 2023/24 LSAA and Committee of Management recommendation for approval is required.

Rationale:

Under the Fixing Long-Term Care Act (2021), every single and upper tier municipality is responsible for establishing and managing a Long-Term Care Home.

With that responsibility, rests our Service Accountability contractual requirement for Victoria Manor with OH as the crown agent for the MOHLTC.

As outlined in the background section of this report, Victoria Manor's current LSAA expires March 31, 2023 and with recent notification from OH, a one-year extension is required to be executed for the 2023/24 fiscal year.

Other Alternatives Considered:

There are no alternative to this process.

Financial Considerations:

There are no financial considerations to this report.

Consultations:

Pamela Kulas, Administrator Victoria Manor

Cathie Ritchie, Clerk

Ron Taylor, Chief Administrative Officer

Attachments:

Attachment A: Memo dated December 22, 2022 – Notice of a New Long-Term Care Home Services Accountability Agreement(s)

Attachment B: Memo dated December 22, 2022 – Memo to the Field #1: Service Accountability Agreement (SAA) Timelines and Areas of Focus

Attachment C: Memo dated December 22, 2022 – Memo to the Field #2: Service Accountability Agreement (SAA) Changes for 2023/24

Attachment D: Long-Term Care Home Service Accountability Agreement April 1, 2023 to March 31, 2024 (Redline Final version)

Attachment E: 2023-24 Long-Term Care Home Service Accountability Agreement, Indicators Technical Specifications

Attachment F: 2023-24 Long-Term Care Home Services Accountability Agreement (Schedule A) - Description of Home and Services

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Director: Cheryl Faber
Phone: 705-324-9411 ext. 3206
E-Mail: cfaber@kawarthalakes.ca

Ontario Health East | Santé Ontario Est

DATE: December 22, 2022
DELIVERED BY: **Electronic Delivery**

Re: Notice of a New Long-Term Care Home Service Accountability Agreement(s)

S.22(2) of the *Connecting Care Act, 2019* ("**CCA**") requires Ontario Health to notify a health service provider when the agency proposes to enter into, or amend, a service accountability agreement with that health service provider.

Ontario Health hereby gives notice that it proposes to enter into [a/one or more] new long-term care home service accountability agreement[s] with your organization, on or before March 31, 2023.

Please see 'Memo to the Field #2: Service Accountability Agreement (SAA) Changes for 2023/24' for details of the changes to the agreement.

Should you have any questions, please contact:
Paul Caines
Director, Performance, Accountability and Funding Allocation, Ontario Health (East)
Paul.Caines@ontariohealth.ca
(343) 302-5844

Sincerely yours,

Anna Greenberg
Chief Regional Officer
Ontario Health, Toronto and East Region

Cc: Eric Partington, Vice President, Performance, Accountability and Funding Allocation, Ontario Health (East)
Tunde Igli, Director, Performance, Accountability and Funding Allocation, Ontario Health (East)

Ontario Health

Date: December 22, 2022

Memo

To: CEOs/Leads of Health Service Providers

From: Adil Khalfan, Health System Performance and Support Executive, Ontario Health
Susan deRyk, Chief Regional Officer, Central and West, Ontario Health
Anna Greenberg, Chief Regional Officer, Toronto and East, Ontario Health
Brian Ktytor, Chief Regional Officer, North East and North West, Ontario Health

Re: Memo to the Field #1: Service Accountability Agreement (SAA) Timelines and Areas of Focus

Context

In the fall/winter of the 2021/22 fiscal year, Ontario Health engaged its partners to help determine the best approach for the 2022/23 Service Accountability Agreements (SAAs) given the state of the COVID-19 pandemic. A final decision was made in January 2022 to extend the agreements to March 31, 2023, to allow the health sector to focus on, and direct its resources to, pandemic activities. At that time, Ontario Health also expressed its commitment to working with our colleagues to evolve the SAAs to continue to drive system transformation and integration.

As we consider the 2023/24 SAAs, we are focused on creating refreshed agreements with objectives that are aligned to provincial priorities and contain meaningful changes that support system improvement. This work will lay the foundation for the longer-term plan to reimagine the SAAs to ensure they are a strong enabler of system transformation. We are committed to developing and executing this long-term plan in parallel to the plan for the agreements that begin April 1, 2023. This evolutionary work is important and necessary, so it also begins now.

To support this work, Ontario Health will engage broadly regarding the agreement refresh, including through an advisory committee, design teams (which focus on specific topics) and consultation with other subject matter experts and stakeholders. The SAA Advisory Committee has been established to provide advice on these short- and long-term plans to transform the SAAs. The Committee includes participation from association staff representing health service providers (HSPs), Ontario Health and the Ministry of Health.

SAA Planning Approach

Appreciating the need for a gradual approach to changes to the SAAs, which are mindful of the current climate, we will focus on making meaningful changes to the agreements thoughtfully and steadily while

maintaining the current agreement structure. As part of the process for developing the 2023/24 SAAs, Ontario Health, in collaboration with its partners, will consider the following areas:

- **Streamlining the supporting processes** such as the Accountability Planning Submission and performance management processes, among others, to increase value, efficiency and performance
- **Establishing a coordinated and aligned approach for the use of local obligations** in order to drive provincial priorities, but with appropriate local flexibility to build on and maintain momentum on the work being done in the regions, with an eye to scaling priority initiatives across the province
- **Initiating work to refocus the indicators to align with outcomes and strategic goals, both where feasible for 2023/24 and in consideration of future changes.** The intent is to move towards more meaningful indicators and targets for our current environment and health system goals, while being thoughtful about the appropriate level of change for each year
- **Maintaining the current agreement structure**, adjusting only in the spirit of clean-up/alignment to current state to build upon for SAA transformation in the coming years.

Achieving Our Goals: The SAA Process Timelines

A number of activities will take place over the coming months to establish important but reasonable changes to the SAAs that will be effective April 1, 2023. These activities will include communications and engagements related to these changes, prior to the release of the new agreement. The Community and Hospital Accountability Planning Submission (CAPS and HAPS) processes will launch in SRI on November 7, 2022. This will give HSPs approximately a month to complete an initial submission, which will then be followed by discussions and engagement between OH regional team members and HSPs prior to a final submission on January 31, 2023. This year, Ontario Health has streamlined some of the requirements for the community and hospital submissions, and the Long-Term Care Home Accountability Planning Submission (LAPS) process will not be required at this time. More information regarding the processes will be available in upcoming education sessions.

The table below outlines key activities to be undertaken by Ontario Health and HSPs in this year's SAA development process. We look forward to working together with our partners over the next several months to complete these activities and advance the SAAs.

Key Activities	Timeline
Communication on proposed changes and education on the CAPS and HAPS processes	October 14th - November 7th
Notice regarding CAPS and HAPS processes and new agreement distribution	By November 4th
CAPS and HAPS launched in SRI	November 7th

Memo to the Field #2: Finalized changes to the agreements and schedules	By November 25th
Initial CAPS and HAPS due to Ontario Health Regions (mandatory)	By December 2nd
Ontario Health Region and HSP discussions related to HSP circumstances, plans, goals, targets, etc.	December 2022 – January 2023
Final CAPS and HAPS due to Ontario Health Regions	By January 31st
Agreement issuance and sign-off	March 2023

If you have any questions, please reach out to Paul Caines, Director, Performance, Accountability and Funding Allocation at: Paul.Caines@ontariohealth.ca.

Ontario Health

Memo

Date:
December 22, 2022

To: CEOs/Leads of Health Service Providers

From: Adil Khalfan, Health System Performance and Support Executive, Ontario Health
Susan deRyk, Chief Regional Officer, Central and West, Ontario Health
Anna Greenberg, Chief Regional Officer, Toronto and East, Ontario Health
Brian Ktytor, Chief Regional Officer, North East and North West, Ontario Health

Re: Memo to the Field #2: Service Accountability Agreement (SAA) Changes for 2023/24

Context

In October 2022, Ontario Health shared a memo with Health Service Providers which described our focus on creating refreshed agreements with objectives that are aligned to provincial priorities and contain meaningful changes that support system improvement. The intent is that the 2023/24 SAA changes lay the foundation for the longer-term plan to reimagine the SAAs to ensure they are a strong enabler of system transformation.

These changes identified for the 2023/24 SAA are intended to align the agreement to the challenges and opportunities of the healthcare system today and support stabilization and recalibration in the system, with an eye towards further agreement evolution in 2024/25. Our goal is to continue to co-design these changes with our partners.

2023/24 SAA Changes

Over the last several months Ontario Health has conducted a series of engagements with our sector partners, and worked closely with a newly established cross- sector SAA Advisory Committee (as described in memo #1) to identify changes for the 2023/24 SAA. A summary of these changes follows.

1) Changes to Agreement

The SAA templates have been carefully reviewed in the spirit of modernization, however, transformative changes to the overall agreement structure were not contemplated for the 2023/24 cycle. Changes include:

- Adjusted references to reflect organizational changes (e.g. references to Local Health Integration Networks (LHINs) adjusted to Ontario Health, etc.), legislative changes that have taken place since the last agreement (e.g. references to Local Health System Integration Act, 2006 (LHISIA) adjusted to Connecting Care Act, 2019, etc.).
- Removal of language in the SAAs related to the declaration of funding support as it is no longer required by Ontario Health.
- Addition to MSAA provision of services language, permitting the withdrawal of services when there is a significant risk of physical harm to the individual providing services.
- Revisions to digital health language to better align with current system priorities.
- In 2022/23, a schedule was added to the Hospital Service Accountability Agreement (HSAA) and Multi-Sector Service Accountability Agreement (MSAA) for HSPs that are funded for home and community care (HCC) services that are professional services. This schedule has been carried over to the 2023/24 SAA template.
- Addition of a requirement for HSPs to advise Ontario Health upon notification of change to the HSPs' CEO or similar. This enables appropriate updates of documentation and supports future planning.

To provide further clarity regarding the agreement changes, please find attached the notice to amend the agreement and a redlined version of the agreement(s).

2) Changes to Indicators

Ensuring meaningful, bi-directional accountability is a key goal of the SAA refresh. For the 2023/24 refresh, our focus was to review performance indicators and ensure that these indicators are meaningful, align to provincial goals, are in the HSPs' ability to influence, and, importantly, are mindful of the context of the healthcare system.

Financial indicators:

There are no changes to the HSAA or Long-Term Care Home Service Accountability Agreement (LSAA) financial performance indicators. For the MSAA, based on feedback regarding challenges in the reliability and methodology of the indicator*, the % of budget spent on administration* indicator has been removed. Should a concern be identified on this topic, as per current state, Ontario Health regions will work with HSPs to understand and address the concern as appropriate.

HSAA Performance indicators:

A key opportunity identified through the 2023/24 SAA refresh process was to align performance management at the provincial, regional and provider level. Two areas where an opportunity for alignment was identified are the Surgical Access and Alternate Level of Care (ALC) indicators. In order to align with the provincial

strategy as articulated in the *Plan to Stay Open: Health System Stability and Recovery*, the 2023/24 agreement will include the following revised indicators:

- *% overall long-waiters across all surgical areas* (previously Percent of Priority 2, 3 and 4 Cases Completed within Access Targets for Hip Replacement & Percent of Priority 2, 3 and 4 Cases Completed within Access Targets for Knee Replacements). Consistent with the provincial strategy, the target is that no more than 20% of all surgeries are long-waiters.
- *ALC through-put ratio* (previously ALC rate). This indicator is a ratio comparing number of newly added ALC cases vs. discharged ALC cases at a facility level. Consistent with the provincial strategy, the target is that the throughput ratio is >1.

Through consultations it was identified that there are areas that are critical for ongoing monitoring and engagement between OH regions and providers, but where a specific target may not be appropriate given the current state of the healthcare system and focus on volume recovery. These indicators will shift to a monitoring indicator and will continue to be a focus for the 2023/24 fiscal year, but with an emphasis on recovery, stabilization and performance improvement. This applies to the following indicators:

- *90th Percentile Emergency Department Length of Stay for Non-Admitted High Acuity (CTAS I-III) and (IV-V Patients)*
- *Percent of Priority 2, 3 and 4 Cases Completed within Access Targets for MRI and CT*
- *Rate of Acquired Clostridium Difficile Infections*
- *Readmissions to Own Facility within 30 Days for Selected HBAM Inpatient Grouper (HIG) Conditions*

<u>Community Health Centre (CHC) Performance Indicators:</u>

In order to better clarify CHC accountabilities and provide clarity regarding the purpose of indicators, the following changes to CHC indicators will be reflected in the 2023/24 SAA:

- Acknowledging that influenza vaccination frequently takes place outside of the CHC*, the influenza vaccination rate* indicator will be removed from the SAA.
- Given the current system challenges and health human resource (HHR) pressures, the retention rate indicator will become a monitoring indicator. For improved clarity regarding indicator purpose, the indicator will be renamed *Vacancy Rate*.
- Acknowledging that primary care providers do not administer breast cancer screening, the *Breast Screening Rate* will become a monitoring indicator.
- The following indicators will be renamed to better clarify their purpose. The classification and methodology of the indicator remains unchanged:
    - Cervical Cancer Screening Rate will be renamed to *"Proportion of eligible people who were offered and/or received cervical screening"*
    - Colorectal Cancer Screening will be renamed to *"Proportion of eligible people who were offered and/or completed a fecal-based test for colorectal screening"*
    - Access to Primary Care will be renamed *"Panel Size Indicator"*

- There will be no changes in classification, methodology or name for the *interprofessional diabetes care rate.*

For further information regarding indicator changes including methodology, please see the attached technical specifications document.

3) Approach to Local Obligations

The goal of local obligations is to acknowledge potential for local priorities/needs. To that extent, each former LHIN historically established local obligations. In 2023/24, Ontario Health will establish common goals, based on strategic priorities. This will replace prior local obligations. The goals will be consistently reflected in local obligations, with flexibility in the specific obligations to address those needs, based on the local context. The four common local obligation goals are to:

- Enable Surgical Recovery and Stabilization – applies to the HSAA only
- Improve Access and Flow by reducing ALC - applies to HSAA, MSAA and LSAA
- Advance Indigenous Health Strategies and Outcomes - applies to HSAA, MSAA and LSAA
- Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to Improve Health - applies to HSAA, LSAA and MSAA

Achieving Our Goals: The SAA Process Timelines

Currently, hospitals and community HSPs are completing their Community and Hospital Accountability Planning Submissions (CAPS and HAPS) for final submission to Ontario Health regions by January 31, 2023. This year's process is significant as it has been several years since the last submissions due to a focus on pandemic response and structural changes in the health care system over the past few years. As the HAPS and CAPS capture important planning and financial information, it will provide a consolidated reflection of HSP base funding investments, activities and operational updates that have taken place over the last two years. Ultimately, the process will enable SAAs that are a more accurate display HSP current state.

To prepare for the final submission of the CAPS and HAPS, as required, Ontario Health regions will be meeting with HSPs to discuss their operational circumstances, plans, goals, targets, etc. This final information will inform the development of each HSP's agreement. 2023/24 SAAs will be distributed in March 2023 for sign off by HSPs.

Please note that as per the previously issued memo, a LAPS is not required. Instead, over the coming weeks Ontario Health regional teams will shortly be reaching out to HSPs that receive an LSAA to work together to generate the schedules for the 2023/24 Agreement.

If you have any questions, please reach out to Paul Caines, Director, Performance, Accountability and Funding Allocation, Ontario Health (East) at Paul.Caines@ontariohealth.ca.

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT
April 1, ~~2019~~2023 to March 31, ~~2022~~2024

SERVICE ACCOUNTABILITY AGREEMENT

with

[Insert Legal Name of the Health Service Provider]

Effective Date: April 1, ~~2019~~2023

Index to Agreement

Schedules

E - Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, ~~2019.~~2023.

B E T W E E N :

~~[Insert Name]~~ ~~**LOCAL**~~**ONTARIO HEALTH** ~~**INTEGRATION NETWORK**~~ (the "~~LHIN~~**Funder**")

AND

[**Insert Legal Name(s) of the organization(s) holding the licence to operate the Home (if in doubt, check the licence issued by the Ministry)]** (the "**HSP**")

IN RESPECT OF:

[Insert Legal Name of Long Term Care Home] located at **[Insert Address]**

Background:

This service accountability agreement is entered into pursuant to the ~~*Local Health System Integration Act, 2006*, with the expectation that it will be transferred by means of a transfer order issued by the Minister of Health under the~~ *Connecting Care Act, 2019* (the "**CCA**")~~, from the LHIN as funder to Ontario Health, which is a Crown agency which, pursuant to the CCA, has the power to provide funding to health service providers and integrated care delivery systems in respect of health services.~~ .

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

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

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

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

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

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

"**Accountability ~~Agreement~~Agreements**" means each of the accountability ~~agreement~~agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between ~~the~~ Funder and the Ministry ~~during a Funding Year~~of Health, and between the Funder and the Ministry of Long Term Care.

"**Act**" means the Fixing *Long-Term Care Homes Act, ~~2007~~2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

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

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

"**Annual Balanced Budget**" means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

"**Applicable Law**" means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement.

"**Applicable Policy**" means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

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

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

"**Board**" means in respect of an HSP that is:

(a) a corporation, the board of directors;
(b) A First Nation, the band council;

(c) a municipality, the committee of management;
(d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;
(e) a partnership, the partners; and
(f) a sole proprietorship, the sole proprietor.

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

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

"**CEO**" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

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

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

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

(a) the HSP;
(b) a member of the HSP's Board; or
(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

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

"**Controlling Shareholder**" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of

the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"**Days**" means calendar days.

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

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

"**Digital Health**" ~~means~~refers to the ~~coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and~~use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability ~~of the healthcare system.~~ when they are leveraged by patients, providers and integrated care teams;

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

"**Effective Date**" means April 1, ~~2019.~~ 2023.

"**Enabling Legislation**" ~~before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect~~ means the CCA.

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

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

(a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
(b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
(c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
(d) catastrophic events, such as natural disasters and infectious disease outbreaks.

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

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

"**Funder**" ~~before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect~~ means Ontario Health.

"**Funding**" means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

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

"**Home**" means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

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

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

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

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

~~"**LHSIA**" means the *Local Health System Integration Act, 2006* and the regulations under it, as it and they may be amended from time to time.~~

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

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

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

"**Ministry**" means, as the context requires, the Minister or the Ministry of Health ~~and~~or the Minister of Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires.

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

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

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

"**Performance Agreement**" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement.

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

"**Performance Factor**" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the Funder, whether by PICB or otherwise.

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the 2023-2024 LSAA ~~2016-19~~ Indicator Technical Specifications document.

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

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

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

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

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

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

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

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

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

"**Resident**" has the meaning ascribed to it under the Act.

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

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

Schedule A: Description of Home and Beds;
Schedule B: Additional Terms and Conditions Applicable to the Funding Model;
Schedule C: Reporting Requirements;
Schedule D: Performance; and
Schedule E: Form of Compliance Declaration.

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

"**Service Volume**" means a measure of Services for which a Performance Target is set.
~~"**Transfer Order**" means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health.~~

1.2 **Interpretation**. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation", as

the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

2.1 **Term**. The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, ~~2022~~2023 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.

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

2.3 **Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 **Provision of Services**.

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

(1) the terms of this Agreement;
(2) Applicable Law; and
(3) Applicable Policy.

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

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

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

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

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

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement.

Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

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

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

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

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

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

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

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

~~(c) implement and use the approved provincial Digital Health solutions identified by the Funder;~~

~~(d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the Funder's Digital Health priorities; and~~

(a) ~~include in its annual Planning Submission, plans for achieving Digital Health priority initiatives.~~operate an information security program in alignment with reasonable guidance provided by Ontario Health.

3.5 Mandate Letter. The Funder will receive a Mandate Letter ~~from the Minister~~or Mandate Letters annually. Each Mandate Letter articulates areas of focus for the

Funder, and the Minister's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

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

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

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

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

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

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

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

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

(b) provide services to the public in French in accordance with its existing French language services capacity;

(c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;

(d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;

(e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;

(f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and,

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

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

(a) apply the principles of Active Offer in the provision of services;

(b) continue to provide services to the public in French in accordance with the provisions of the FLSA;

(c) maintain its French language services capacity;

(d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and,

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

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the applicable Accountability Agreement, the Funder will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

(a) The HSP will:

(1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
(2) not use the Funding for compensation increases prohibited by Applicable Law;
(3) meet all obligations in the Schedules;
(4) fulfill all other obligations under this Agreement; and
(5) plan for and achieve an Annual Balanced Budget.

(b) Interest Income will be reported to the Funder and is subject to a year-end reconciliation. The Funder may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

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

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

(b) may pro-rate the Funding if this Agreement is signed after the Effective Date;

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section ~~11.4~~10.4;

(d) will not be required to continue to provide funds,

(1) if the Minister or the Director so directs under the terms of the Act;
(2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
(3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the Funder's satisfaction; and

(e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

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

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

4.6 Procurement of Goods and Services.

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

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

4.7 Disposition. Subject to Applicable Law and Applicable Policy, the HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded $25,000 at the time of purchase.

ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

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

(1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
(2) on a change to the Services;

(3) if required by either the Director or the Minister under the Act;
(4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
(5) as otherwise permitted by this Agreement.

(b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

(c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the Funder shall take into account the following principles:

(1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
(2) the HSP should not gain from a breach of this Agreement;
(3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
(4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

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

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the Funder.

5.3 Settlement and Recovery of Funding for Prior Years.

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

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

5.4 Debt Due.

(a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or

may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

(b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the Funder at the address provided in section ~~13.1.~~12.1.

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

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice**. The Funder will give at least 60 Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the Funder.

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

(1) prudent multi-year financial forecasts;

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

(3) realistic risk management strategies.

If ~~applicable, it will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect the Funder's priorities and initiatives. If~~ the Funder has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

(c) **Multi-year Planning Targets**. The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the Funder is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:

(1) are targets only;

(2) are provided solely for the purposes of planning;

(3) are subject to confirmation; and

(4) may be changed at the discretion of the Funder.

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

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

(d) **Service Accountability Agreements**. Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The Funder will give the HSP at least 6 months' Notice if the Funder does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 ~~6.2~~ Community Engagement & Integration Activities.

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

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

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

6.3 Planning and Integration Activity Pre-proposals.

(a) **General**. A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:

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

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

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

(4) if requested by the Funder.

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

(c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the Funder, the HSP will follow the provisions of the Enabling Legislation. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which the Enabling Legislation may apply.

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

6.5 Termination of Designation of Convalescent Care Beds.

(a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.

(b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the Funder at least 6 months' prior Notice. Such Notice shall include:

(1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,

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

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

(c) The Funder may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the Funder with:

(1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice

period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

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

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

ARTICLE 7.0 - PERFORMANCE

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

7.2 Performance Factors.

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

(1) describe the Performance Factor and its actual or anticipated impact;
(2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
(3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
(4) address any other issue or matter the party wishes to raise with the other party.

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

(c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

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

(a) discuss the causes of a Performance Factor;

(b) discuss the impact of a Performance Factor on the ~~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 Funder;
(2) the conduct of a Review;
(3) an amendment of the HSP's obligations; and
(4) an in-year, or year end, adjustment to the Funding,

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

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

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

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

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

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

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

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

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

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

(2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;

(3) will fulfil the specific reporting requirements set out in Schedule C;

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

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

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation~~, including, if applicable, to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2) of LHSIA~~.

(c) **RAI MDS**. Without limiting the foregoing, the HSP

(1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;

(2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");

(3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and

(4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.

(d) **Quality Improvement Plan**. The HSP will submit a Quality Improvement Plan to Ontario Health that is aligned with this Agreement and supports ~~local~~ health system priorities.

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

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

(g) ~~(f)~~ **Declaration of Compliance**. On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out

in Schedule E and may be amended by the Funder from time to time through the term of this Agreement.

(h) ~~(g)~~ **Financial Reductions**. Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

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

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

8.2 Reviews.

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

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

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

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

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

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

8.3 Document Retention and Record Maintenance. The HSP will

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

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

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

8.4 Disclosure of Information.

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

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

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

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

ARTICLE 9.0 - ~~ACKNOWLEDGEMENT OF FUNDER SUPPORT~~REPRESENTATIONS, WARRANTIES AND COVENANTS

~~**9.1 Publication**. For the purposes of this Article 9, the term "*Publication*" means: an annual report; a strategic plan; a material publication on a consultation about a possible integration; a material publication on community engagement; and, a material report to the community that the HSP develops and makes available to the public in electronic or hard copy.~~

~~**9.2 Acknowledgment of Funding Support**.~~

~~(a) The following statement will be included on the HSP's website, on all~~

~~Publications and, upon request of the Funder, on any other publication of the HSP relating to a HSP initiative:~~

~~"The [Insert name of HSP] receives funding from [Insert name of Funder]. The opinions expressed in this publication do not necessarily represent the views of [Insert name of Funder]."~~

~~(b) Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For the Funder, this includes any insignia or logo of Her Majesty the Queen in right of Ontario.~~

~~ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS~~

~~10.1~~9.1 **General**. The HSP represents, warrants and covenants that:

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

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

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

(d) all information that the HSP provided to the Funder in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;

(e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and

(f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

~~10.2~~9.2 **Execution of Agreement**. The HSP represents and warrants that:

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

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

~~10.3~~9.3 **Governance**.

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

(1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
(2) to ensure the ongoing effective functioning of the HSP;
(3) for effective and appropriate decision-making;

(4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
(5) for the prudent and effective management of the Funding;
(6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and the Enabling Legislation;
(7) to enable the preparation, approval and delivery of all Reports;
(8) to address complaints about the provision of Services, the management or governance of the HSP; and
(9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that it:

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

~~10.4~~9.4 **Funding, Services and Reporting**. The HSP represents, warrants and covenants that:

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

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

(1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
(2) in compliance with Applicable Law and Applicable Policy; and

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

~~10.5~~9.5 **Supporting Documentation**. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE ~~11.0~~10.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

~~11.1~~10.1 **Limitation of Liability**. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.

~~11.2~~10.2 **Same**. For greater certainty and without limiting section ~~11.1,~~10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the

Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

~~11.3~~10.3 **Indemnification**. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

~~11.4~~10.4 **Insurance**.

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

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

(1) **Commercial General Liability Insurance**. Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:

A. The Indemnified Parties as additional insureds,
B. Contractual Liability,
C. Cross-Liability,
D. Products and Completed Operations Liability,
E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage",
F. Tenants Legal Liability (for premises/building leases only),

G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
H. A 30 Day written notice of cancellation, termination or material change.

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

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

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

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

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

ARTICLE ~~12.0~~11.0 – TERMINATION

~~12.1~~11.1 **Termination by the Funder**.

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

(1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;

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

(3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;

(4) the Home has been closed in accordance with the Act; or

(5) as provided for in section 4.5, the Funder does not receive the necessary funding from the Ministry.

(b) **Termination in the Event of Financial Difficulties**. If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the Funder will consult with the Director before determining whether this Agreement will be terminated. If the Funder terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the Funder would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

(c) **Opportunity to Remedy Material Breach**. If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the Funder may terminate this Agreement:

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

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

the Funder may then terminate this Agreement in accordance with the Notice.

~~12.2~~11.2 Termination of Services by the HSP.

(a) Except as provided in section ~~12.2~~11.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the Funder at least six months' Notice.

(b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the Funder at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.

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

~~12.3~~11.3 Consequences of Termination.

(a) If this Agreement is terminated pursuant to this Article, the Funder may:

(1) cancel all further Funding instalments;
(2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
(3) determine the HSP's reasonable costs to wind down the Services; and
(4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).

(b) Despite (a), if the cost determined pursuant to section ~~12.3~~11.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services.

~~12.4~~11.4 **Effective Date**. Termination under this Article will take effect as set out in the Notice.

~~12.5~~11.5 **Corrective Action**. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE ~~13.0~~12.0 - NOTICE

~~13.1~~12.1 **Notice**. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the Funder:

~~[Insert Name of LHIN]~~
Ontario Health
[Insert Address of ~~LHIN~~Ontario Health Region Office]

Attention: [Insert Position]

Fax:
Email:

To the HSP:

[Insert Name of HSP]
[Insert Address of HSP]

Attention: [Insert Position]

Fax:
Email:

[A1]: ~~If issuing amendment, change notice info. Effective April 1 to OH~~

~~13.2~~12.2 **Notices Effective From**. A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE ~~14.0~~13.0 - INTERPRETATION

~~14.1~~13.1 **Interpretation**. In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

~~14.2~~13.2 **Jurisdiction**. Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the Funder. Where the Act requires compliance with this Agreement, the Funder will determine compliance and advise the Director.

~~14.3~~13.3 **Determinations by the Director**. All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.

~~14.4~~13.4 **The Act**. For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of the Enabling Legislation and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE ~~15.0~~14.0 - ADDITIONAL PROVISIONS

~~15.1~~14.1 **Currency**. All payment to be made by the Funder or the HSP under this Agreement shall be made in the lawful currency of Canada.

~~15.2~~14.2 **Invalidity or Unenforceability of Any Provision**. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

~~15.3~~14.3 **Terms and Conditions on Any Consent**. Any consent or approval that the Funder may grant under this Agreement is subject to such terms and conditions as the Funder may reasonably require.

~~15.4~~14.4 **Waiver**. A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

~~15.5~~14.5 **Parties Independent**. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.

~~15.6~~14.6 **Funder is an Agent of the Crown**. The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

~~15.7~~14.7 **Express Rights and Remedies Not Limited**. The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Act and the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.

~~15.8~~14.8 **No Assignment**. The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of ~~Her~~His Majesty the ~~Queen~~King in right of Ontario and as otherwise directed by the Ministry.

~~15.9~~14.9 **Governing Law**. This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

~~15.10~~14.10 **Survival**. The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, ~~10.4, 10.5~~9.4, 19.5 and ~~12.3~~11.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

~~15.11~~14.11 **Further Assurances**. The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

~~15.12~~14.12 **Amendment of Agreement**. This Agreement may only be amended by a written agreement duly executed by the parties.

~~15.13~~14.13 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14.14 **Insignia and Logo**. Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For purposes of this section 14.14, the insignia or logo of the Funder includes the insignia and logo of His Majesty the King in right of Ontario.

ARTICLE ~~16.0~~15.0 - ENTIRE AGREEMENT

~~16.1~~15.1 **Entire Agreement**. This Agreement together with the appended Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

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

~~[Insert Name] LOCAL~~

ONTARIO HEALTH ~~INTEGRATION NETWORK~~

By:

[Insert Name and Title]	Date

And by:

[Insert Name and Title]	Date

[Insert Legal Name of HSP]

By:

[Insert Name], Chair	Date

I have authority to bind the HSP

And by:

[Insert Name], [Insert Title]	Date

I have authority to bind the HSP

Document comparison by Workshare 9.5 on Wednesday, December 14, 2022 4:20:26 PM

Input:	
Document 1 ID	file://M:\Ontario Health\Regions (LHINs)\SAAs\2023.24\New Agreements\LSAA\2020_01_22_LSAA only.docx
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Document 2 ID	file://M:\Ontario Health\Regions (LHINs)\SAAs\2023.24\New Agreements\LSAA\LSAA (2023.2024).docx
Description	LSAA (2023.2024)
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	133
Deletions	137
Moved from	2
Moved to	2
Style change	0
Format changed	0

Total changes	274

Ontario Health

2023-24
Long-Term Care Home Service Accountability Agreement

Indicators Technical Specifications

December 20, 2022

Contents

INTRODUCTION

This document specifies the 2023-24 LSAA indicator definitions, calculations, reporting periods, and other technical information for Long-Term Care Homes.

GLOSSARY OF TERMS

The following Glossary of Terms provides definitions for common terms used within this document.

Performance Indicator means a measure of HSP performance for which a Performance Target is set; Technical specifications of specific Performance Indicators can be found in the "2023-24 LSAA Indicator Technical Specifications" document.

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

Performance Corridor means the acceptable range of results around a Performance Target.

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

Performance Factor means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of Ontario Health, whether by PICB or otherwise.

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

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

"PICB" means Performance Improvement and Compliance Branch of MOH, or any other Branch or organizational unit of MOH that may succeed or replace it.

Quality and Resident Safety Indicators

Monitoring

INDICATOR DESCRIPTION	**INDICATOR NAME**	**PERCENTAGE OF RESIDENTS WHO FELL IN THE LAST 30 DAYS**
	INDICATOR DESCRIPTION Detailed description of indicator	Residents who had a fall in the last 30 days recorded on their target assessment out of all residents with a valid assessment within the applicable period of time specified. Unit of Analysis: Resident
	INDICATOR CLASSIFICATION	Monitoring
	PERFORMANCE STANDARD	N/A
NUMERATOR	**CALCULATION**	Residents who had a fall in the last 30 days recorded on their target assessment (J4a = 1)
	DATA SOURCE	CCRS
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Residents with valid assessments. To be considered valid, the target assessment must: a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment **Excludes:** 1. None
DENOMINATOR	**CALCULATION**	Residents with valid assessments
	DATA SOURCE	CCRS
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. To be considered valid, the target assessment must a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment
GEOGRAPHY &	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released	Data is released quarterly but reported on a rolling four quarter period. Q1 data are released in mid-September Q2 in mid-December

	E.g. Be as specific as possible…..data are released annually in mid- May	Q3 in mid-March Q4 in mid-June
	LEVELS OF COMPARABILITY Levels of geography for comparison	Province/Territory, Ontario Health region, Corporation, Facility, and Sector (residential and hospital-based continuing care)
	TRENDING Years available for trending	Data is available from Q4 2009/10.
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	The following covariates are used in risk adjustment: Individual Covariates: Not totally dependent in transferring; locomotion problem; Personal Severity Index subset 2 (non-diagnoses); any wandering; unsteady gait/cognitive impairment; age younger than 65 Facility-Level Stratification: Case Mix Index (CMI) Since 2003, the number of facilities and jurisdictions submitting to CCRS has been increasing. With the addition of new jurisdictions, it is possible that differences in care practices may affect indicator rates; however, changes to the underlying population would be controlled for using risk adjustment. There is also evidence to suggest that trending and use of data from the entire time series is not an issue and that data quality is consistent over time (Hirdes et al., 2013). The CCRS quality indicators use four rolling quarters of data for calculations in order to have a sufficient number of assessments for risk adjustment. Since residents are assessed on a quarterly basis, each resident can contribute to the indicator up to four times. CCRS quality indicators are reported by CIHI at the facility, corporation, region, and province level on their public reporting site (updated annually). Indicator results are available (facility, corporation, region levels) to data submitters in the CCRS eReports application. Data in the CCRS eReports is updated on a quarterly basis.
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	https://indicatorlibrary.cihi.ca/en/indicators/falls-in-the-last-30-days-in-long-term-care
	REPORTING RESPONSIBILITY	CIHI

	DATE CREATED (YYYY- MM-DD)	2014-11-01
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

INDICATOR DESCRIPTION	**INDICATOR NAME**	**PERCENTAGE OF RESIDENTS WHOSE PRESSURE ULCER WORSENED**
	INDICATOR DESCRIPTION Detailed description of indicator	Residents who had a pressure ulcer at stage 2 to 4 on their target assessment and the stage of pressure ulcer is greater on their target assessment than on their prior assessment. Unit of Analysis: Resident
	INDICATOR CLASSIFICATION	Monitoring
	PERFORMANCE STANDARD	N/A
NUMERATOR	**CALCULATION**	Residents who had a pressure ulcer at stage 2 to 4 on their target assessment and the stage of pressure ulcer is greater on their target assessment than on their prior assessment.
	DATA SOURCE	CCRS
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Residents with a stage 2 to 4 pressure ulcer (M2a = 2, 3 or 4) 2. Residents with valid assessments. To be considered valid, the target assessment must: a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment As this is an incidence indicator, the resident must also have had an assessment in the previous quarter, with 45 to 165 days between the target and prior assessments. If multiple assessments in the previous quarter meet the time period criteria, the latest assessment is selected as the prior assessment. **Excludes:** 1. Residents who had a stage 4 ulcer (M2a = 4) on their prior assessment (cannot get worse).
DENOMINATOR	**CALCULATION**	Residents with valid assessments
	DATA SOURCE	CCRS
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Residents with valid assessments. To be considered valid, the target assessment must: a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment

		As this is an incidence indicator, the resident must also have had an assessment in the previous quarter, with 45 to 165 days between the target and prior assessments. If multiple assessments in the previous quarter meet the time period criteria, the latest assessment is selected as the prior assessment. **Excludes:** 1. Residents who had a stage 4 ulcer (M2a = 4) on their prior assessment (cannot get worse).
GEOGRAPHY & TIMING	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	Data is released quarterly but reported on a rolling four quarter period. Q1 data are released in mid-September Q2 in mid-December Q3 in mid-March Q4 in mid-June
	LEVELS OF COMPARABILITY Levels of geography for comparison	Province/Territory, Ontario Health region, Corporation, Facility, and Sector (residential and hospital-based continuing care)
	TRENDING Years available for trending	Data is available from Q4 2009/10.
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	From the data, it is not determinable whether the worsening ulcer is the same ulcer. This measure captures the staging of ulcers in general and not the staging of each specific ulcer.
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	The following covariates are used in risk adjustment: Individual Covariates: Resource Utilization Group (RUG) Late Loss of Activities of Daily Living (ADLs); age younger than 65 Facility-Level Stratification: Case Mix Index (CMI) Since 2003, the number of facilities and jurisdictions submitting to CCRS has been increasing. With the addition of new jurisdictions, it is possible that differences in care practices may impact indicator rates; however, changes to the underlying population would be controlled for using risk adjustment. There is also evidence to suggest that trending and use of data from the entire time series is not an issue and that data quality is consistent over time (Hirdes et al., 2013). The CCRS quality indicators use four rolling quarters of data for calculations in order to have a sufficient number of assessments for risk adjustment. Since residents are assessed on a quarterly basis, each resident can contribute to the indicator up to four times. CCRS quality indicators are reported by CIHI at the facility, corporation, region, and province level on their public reporting site (updated annually). Indicator results are available (facility, corporation, region levels) to data

		submitters in the CCRS eReports application. Data in the CCRS eReports is updated on a quarterly basis.
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	https://indicatorlibrary.cihi.ca/en/indicators/worsened-pressure-ulcer-in-long-term-care
	REPORTING RESPONSIBILITY	CIHI
	DATE CREATED (YYYY-MM-DD)	2014-11-01
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

INDICATOR DESCRIPTION	**INDICATOR NAME**	**PERCENTAGE OF RESIDENTS ON ANTIPSYCHOTICS WITHOUT A DIAGNOSIS OF PSYCHOSIS**
	INDICATOR DESCRIPTION Detailed description of indicator	This indicator examines the percentage of residents on antipsychotics without a diagnosis of psychosis. It is calculated by dividing the number of residents who received antipsychotic medication by the number of all residents with valid assessments (excluding those with schizophrenia, Huntington's chorea, delusions and hallucinations, and end-of-life residents) within the applicable time period. Unit of Analysis: Resident
	INDICATOR CLASSIFICATION	Monitoring
	PERFORMANCE STANDARD	N/A
NUMERATOR	**CALCULATION**	Residents who received antipsychotic medication on their target assessment.
	DATA SOURCE	Continuing Care Reporting System (CCRS)
	EXCLUSION/ INCLUSION CRITERIA	**Includes:** 1. Residents with valid assessments. To be considered valid, the target assessment must: a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment 2. Residents who received antipsychotic medication on one or more days in the week before their target assessment (O4a = 1, 2, 3, 4, 5, 6 or 7) **Excludes:** 1. Residents who are end-stage disease (J5c = 1) or receiving hospice care (P1ao = 1) 2. Residents who have a diagnosis of schizophrenia (I1ii = 1) or Huntington's chorea (I1x = 1), or those experiencing hallucinations(J1i = 1) or delusions (J1e = 1)
DENOMINATOR	**CALCULATION**	Residents with valid assessments
	DATA SOURCE	CCRS
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Residents with valid assessments. To be considered valid, the target assessment must: a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date

		c. Not be an Admission Full Assessment **Excludes:** 1. Residents who are end-stage disease (J5c = 1) or receiving hospice care (P1ao = 1) 2. Residents who have a diagnosis of schizophrenia (I1ii = 1) or Huntington's chorea (I1x = 1), or those experiencing hallucinations (J1i = 1), or those experiencing delusions (J1e=1)
GEOGRAPHY & TIMING	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	Data is released quarterly but reported on a rolling four quarter period. Q1 data are released in mid-September Q2 in mid-December Q3 in mid-March Q4 in mid-June
	LEVELS OF COMPARABILITY Levels of geography for comparison	Province/Territory, Ontario Health region, Corporation, Facility, and Sector (residential and hospital-based continuing care)
	TRENDING Years available for trending	Data is available from Q4 2009/10.
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	The following covariates are used in risk adjustment: Individual Covariates: Motor agitation; moderate/impaired decision-making problem; long-term memory problem; Cognitive Performance Scale (CPS); combination Alzheimer's disease/other dementia; age younger than 65 Facility-Level Stratification: Case Mix Index (CMI) Since 2003, the number of facilities and jurisdictions submitting to CCRS has been increasing. With the addition of new jurisdictions, it is possible that differences in care practices may affect indicator rates; however, changes to the underlying population would be controlled for using risk adjustment. There is also evidence to suggest that trending and use of data from the entire time series is not an issue and that data quality is consistent over time (Hirdes et al., 2013). The CCRS quality indicators use four rolling quarters of data for calculations in order to have a sufficient number of assessments for risk adjustment. Since residents are assessed on a quarterly basis, each resident can contribute to the indicator up to four times. Users should be cautious when interpreting results from the CCRS because the CCRS frame does not currently contain all facilities in all provinces and

		territories that make up the CCRS population of interest; thus the population covered by CCRS may not be representative of all continuing care facilities across Canada. Coverage is incomplete in the following jurisdictions: – Manitoba (includes all facilities in Winnipeg Regional Health Authority only) – New Brunswick – Nova Scotia Indicators are risk-adjusted to control for potential confounding factors.
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	https://indicatorlibrary.cihi.ca/en/indicators/potentially-inappropriate-use-of-antipsychotics-in-long-term-care
	REPORTING RESPONSIBILITY	CIHI
	DATE CREATED (YYYY- MM-DD)	2014-11-01
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

INDICATOR DESCRIPTION	**INDICATOR NAME**	**PERCENTAGE OF RESIDENTS IN DAILY PHYSICAL RESTRAINTS**
	INDICATOR DESCRIPTION Detailed description of indicator	Residents who were physically restrained daily on their target assessment out of all residents with valid assessments within the applicable period of time specified. Unit of Analysis: Resident
	INDICATOR CLASSIFICATION	Monitoring
	PERFORMANCE STANDARD	N/A
NUMERATOR	**CALCULATION**	Residents who were physically restrained daily on their target assessment. For this indicator, restraints included – Trunk Restraint (P4c = 2) – Limb Restraint (P4d = 2) – Chair Prevents Rising (P4e = 2)
	DATA SOURCE	CCRS
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Residents with valid assessments. To be considered valid, the target assessment must a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment **Excludes:** 1. Residents who are comatose (B1 = 1) or quadriplegic (I1bb = 1)
DENOMINATOR	**CALCULATION**	Residents with valid assessments
	DATA SOURCE	CCRS
	EXCLUSION/ INCLUSION CRITERIA	**Includes:** 1. Residents with valid assessments. To be considered valid, the target assessment must a. Be the latest assessment in the quarter b. Be carried out more than 92 days after the Admission Date c. Not be an Admission Full Assessment **Excludes:** 1. Residents who are comatose (B1 = 1) or quadriplegic (I1bb = 1)
GEOGRAPHY & TIMING	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released *E.g. Be as specific as possible…..data are*	Data is released quarterly but reported on a rolling four quarter period. Q1 data are released in mid-September Q2 in mid-December Q3 in mid-March

	released annually in mid-May	Q4 in mid-June
	LEVELS OF COMPARABILITY Levels of geography for comparison	Province/Territory, Ontario Health region, Corporation, Facility, and Sector (residential and hospital-based continuing care)
	TRENDING Years available for trending	Data is available from Q4 2009/10.
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	The following covariates are used in risk adjustment: Individual Covariates: None Facility-Level Stratification: Activities of Daily Living (ADLs) Long Form Scale Since 2003, the number of facilities and jurisdictions submitting to CCRS has been increasing. With the addition of new jurisdictions, it is possible that differences in care practices may impact indicator rates; however, changes to the underlying population would be controlled for using risk-adjustment. There is also evidence to suggest that trending and use of data from the entire time series is not an issue and that data quality is consistent over time (Hirdes et al., 2013). The CCRS quality indicators use four rolling quarters of data for calculations in order to have a sufficient number of assessments for risk adjustment. Since residents are assessed on a quarterly basis, each resident can contribute to the indicator up to four times. CCRS quality indicators are reported by CIHI at the facility, corporation, region, and province level on their public reporting site (updated annually). Indicator results are available (facility, corporation, region levels) to data submitters in the CCRS eReports application. Data in the CCRS eReports is updated on a quarterly basis.
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	https://indicatorlibrary.cihi.ca/en/indicators/restraint-use-in-long-term-care
	REPORTING RESPONSIBILITY	CIHI
	DATE CREATED (YYYY- MM-DD)	2014-11-01
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

Organizational Health and Financial Indicators

Performance

INDICATOR DESCRIPTION	**INDICATOR NAME**	**DEBT SERVICE COVERAGE RATIO**
	INDICATOR DESCRIPTION Detailed description of indicator	This indicator is aligned to the Ontario Health system imperative, Organizational Health, and the outcome objective, to monitor the financial viability of the Home. This indicator is applicable to all LTC homes with long-term debt that are operated by either a non-profit or for profit entity. This indicator is not applicable to Municipally operated homes, nor those homes operated by entities that do not hold long-term debt. This indicator can be calculated at the home level or at the corporate level if appropriate. Should a LTC Home wish to calculate its DSCR at the corporate level, the Home must notify Ontario Health of their intent.
	INDICATOR CLASSIFICATION	Performance
	PERFORMANCE STANDARD	**Performance Target: 1.0** **Performance Corridor: Greater than or equal to 1.0.** A value of 1.0 or greater indicates that the LTC operator is generating sufficient earnings on a cash basis to make long-term debt payments. Homes with DSCR < 1.0 for two consecutive periods will trigger a performance conversation with Ontario Health.
NUMERATOR	**CALCULATION**	EBITDA = Earnings (Net Surplus) before Interest, Income Taxes, Depreciation, and Amortization Formula using OHRS Accounts [(F1* excluding F13102, F13104, F14102, F14104, F15102 to F15105) - (F3 to F9* excluding F75500, F95500, F75000, F78000, F950*, F97500)]
	DATA SOURCE	All information in the numerator will be provided from the OHRS Trial Balance Submission Data.
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Earnings = LTC Home surplus (deficit) as reported in all fund type 2 and 7 accounts 2. Interest = Interest paid during the year by the LTC Home on long-term debt OHRS Accounts F7 55 00 Interest on Major Equipment Loans F9 55 00 Interest on Long Term Liabilities 3. Taxes = Corporate Income Taxes OHRS Accounts – F9 75 00 – Business Taxes

		Depreciation = Amortization OHRS does not differentiate between depreciation and amortization OHRS Accounts – Amortization Expense F7 50 00 – Amortization on major equipment F7 80 00 – Amortization – software licenses and fees F9 50 20 – Amortization – land improvements F9 50 40 – Amortization – buildings F9 50 60 – Amortization – building service equipment F9 50 65 – Amortization –leasehold improvements **Excludes:** 1. Earnings – excluding amortized revenues 1 31 02 Amortized Donation Contributed Services – Building/ Building Service Equipment 1 31 04 Amortized Donation Contributed Services – Equipment 1 41 02 Amortized Donations – Building/ Building Service Equipment 1 41 04 Amortized Donations – Equipment 1 51 02 Amortized Provincial Grants – Building/Bldg Service Equip. 1 51 03 Amortized Research Grants – Building/Bldg Service Equip. 1 51 04 Amortized Provincial Grants – Equipment 1 51 05 Amortized Research Grants – Equipment 2. Interest – Excludes interest paid on short-term debts, overdraft, service charges etc. Specifically, OHRS account F6 30 30 – Bank service charges – short term interest charges are excluded 3. Taxes – Excludes all taxes other than corporate income taxes (i.e. sales tax, HST, Payroll tax, EHT etc.) 4. Depreciation – No exclusions

DENOMINATOR	**CALCULATION**	Principal (P) + Interest (I) P = Principal repayments. Note – As principal payments are not reported within the Trial Balance submission; the current portion of long-term debt is being utilized as a proxy for current-year principal payments. As long-term debt instruments (mortgages) generally have lengthy amortization periods, in most cases the difference between current-year principle payments and the current portion of long-term debt are immaterial. As this indicator is calculated at the LTC home level, and not the corporate level, the LTC home must report only the current portion of long-term debt related to the reporting LTC home operations. In cases where the LTC home does not hold a separate long-term debt instrument at the home level (i.e., the mortgage is blended over multiple LTC homes or other corporate assets), the LTC home will be required to allocate the debt between different LTC homes in the fashion that it determines is reasonable. For the purpose of this indicator it is expected that the current portion of long-term debt is equal to the anticipated principle payments within the next year. In cases where long-term debt is due within the year, but it is expected that this debt will be renegotiated/renewed over a longer term, the amount to be reported as the current portion of long-term debt should be the expected payments within the next year based on loan amortization versus the entire debt balance. For calculation of this indicator, the current portion of long-term debt will be prorated to proportionate with the revenue/expenses based on the reporting period; i.e. 50% for Q2, 100% for Q4 (full year).

		I = Interest expense (as defined in the numerator) Formula using OHRS Accounts: Q2: [(4*580x50%) + (F75500+F95500)] Q4: [4*580 + (F75500+F95500)]
	DATA SOURCE	All information in the denominator will be provided from the Trial Balance Submission Data. In order to provide the information required for this initiative, all LTC homes will be required to report at a minimum the current portion of long-term debt at the home level as well as the total fund types 2 and 7 expenses and revenues. Although currently LTCH full corporation reporting is an optional requirement, the preferred option is to provide full corporation reporting, i.e. including revenue, expenses and balance sheet data for the entity. Where full balance sheet reporting or current portion of long-term debt is not provided at individual home level by a multi home entity, it is required that the Operator provide the current portion of long term debt (OHRS balance sheet account 4*580) at the entity level. When partial balance sheet data is provided at home level in individual Trial Balance submission,1*900 Interfund Balances can be used as the clearing account to balance the submissions for the whole entity.
	EXCLUSION/INCLUSION CRITERIA	***Includes:*** 1. Interest = Interest paid during the year on long-term debt OHRS Accounts – F7 55 00 – interest on major equipment, F9 55 00 – interest on long-term liabilities 2. Current Portion of Long-Term Debt 4 *5 80 – current portion of long-term debt ***Excludes:*** No specific exclusions

GEOGRAPHY & TIMING	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	This indicator is required to be submitted in the Trial Balance, and at a minimum annually in year 1. It is expected that data will be submitted in both Q2 and Q4 Trial Balance. The information will be calculated by Ontario Health / MLTC based on the information contained in the Trial Balance Submission. All reported data, whether reported at the end of Q2 or the end of Q4, will reflect the preceding 12 months. For homes with a calendar year submission, Q2 data will be reported at the end of June and Q4 data will be reported at the end of December. For homes with a fiscal year submission, Q2 data will be reported at the end of September and Q4 data will be reported at the end of March.
	LEVELS OF COMPARABILITY Levels of geography for comparison	The following will take into consideration for comparison purposes: • For homes that choose the preferred reporting option and provide full corporation data, the indicator will be calculated at the entity level. This may include multi sector organizations and standalone homes • For homes that choose the minimum reporting option and provide the fund 2 and 7 expenses as well as the current portion of the long term debt on the home's operations, the indicator will be calculated based on the reported home operations only. Data are available at the LTC homes level.
	TRENDING Years available for trending	Trending is not applicable to the performance standard.
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	N/A
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	The ability to meet interest and principal payments on debt is influenced by magnitude of surplus, annual depreciation, interest rates, and other factors. Homes that do not have debt are not required to report on this indicator. If debt is later incurred, homes are required to inform Ontario Health in writing, and begin reporting DSCR in their Trial Balance.
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://….*	N/A

REPORTING RESPONSIBILITY	
DATE CREATED (YYYY-MM-DD)	2012-10-23
DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

<table>
<tr><td rowspan="4">INDICATOR DESCRIPTION</td><td>INDICATOR NAME</td><td>TOTAL MARGIN</td></tr>
<tr><td>INDICATOR DESCRIPTION
Detailed description of indicator</td><td>Amount by which an individual LTC home’s total (consolidated) revenues exceed or fall short of that LTC home’s total (consolidated) expense, excluding the impact of facility amortization, in a given year.

Total margin measures the control of expenses relative to revenues as a dollar

amount. This indicator is not applicable to Municipally operated homes.</td></tr>
<tr><td>INDICATOR CLASSIFICATION</td><td>Performance</td></tr>
<tr><td>PERFORMANCE STANDARD</td><td>Performance Target:

The performance target is equal to zero.

A positive value indicates total expenses are less than total revenues (a surplus). Very high positive values may indicate relatively high levels of funding, relatively high efficiency, or under-provision of service. A negative value indicates total expenses are greater than total revenues (a deficit). Very high negative values may indicate relatively low levels of funding, relatively low efficiency, or over-provision of service, and, as a consequence, financial difficulty.

Performance Corridor: Greater than or equal to 0.

Homes that report a Total Margin of less than zero at Q2 may trigger a performance discussion with Ontario Health. Homes reporting a Total Margin of less than zero at Fiscal Year End will trigger a performance conversation with Ontario Health. It is the expectation that all LTCHs will end the Fiscal Year in a balanced position.</td></tr>
<tr><td rowspan="3">TOTAL</td><td>CALCULATION</td><td>Total corporate revenue (excluding interdepartmental recoveries and facility related deferred revenue) minus total corporate expenses (excluding interdepartmental expenses and facility related amortization expense).</td></tr>
<tr><td>DATA SOURCE</td><td>1. Ontario Healthcare Financial and Statistical database (OHFS)
2. Income Statement
3. MIS Supplementary Report</td></tr>
<tr><td>EXCLUSION/INCLUSION CRITERIA</td><td>Includes:
1.<table><tr><th>Primary Accounts</th><th>Secondary Accounts</th></tr><tr><td>7* + 8*</td><td>1* to 9*</td></tr></table></td></tr>
</table>

<table>
<tr><td></td><td></td><td>2.
Balances in Bad Debt accounts (665*) are kept in the numerator whether positive or negative

Excludes:
1.
<table><tr><th>Secondary Accounts</th></tr><tr><td>12171, 12195, 12196, 12197, 122*, 13002, 13102, 14102, 15102, 15103, 45100, 62800, 62900, 69571, 69700, 72000, 950*, 955*</td></tr></table></td></tr>
<tr><td rowspan="3">GEOGRAPHY & TIMING</td><td>TIMING/FREQUENCY OF RELEASE
How often, and when, are data being released
E.g. Be as specific as possible…..data are released annually in mid- May</td><td>All reported data, whether reported at the end of Q2 or the end of Q4 (i.e., Fiscal Year End), will reflect the year-to-date performance.

For homes with a calendar year submission, Q2 data will be reported at the end of June and Q4 data will be reported at the end of December.

For homes with a fiscal year submission, Q2 data will be reported at the end of September and Q4 data will be reported at the end of March.</td></tr>
<tr><td>LEVELS OF COMPARABILITY
Levels of geography for comparison</td><td>Data available at the LTC home level</td></tr>
<tr><td>TRENDING
Years available for trending</td><td>Data available for all LTC homes from FY 2012.</td></tr>
<tr><td rowspan="2">ADDITIONAL INFORMATION</td><td>LIMITATIONS
Specific limitations</td><td>Currently no information</td></tr>
<tr><td>COMMENTS
Additional information regarding the calculation, interpretation, data source, etc.</td><td>Note 1: Total Margin is calculated before facility-related amortized expenses and revenues

Note 2: Total Margin performance indicator should be calculated using consolidated corporate income statements (all fund types and LTC homes sector codes)</td></tr>
</table>

	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	N/A
	REPORTING RESPONSIBILITY	Long Term Care Home
	DATE CREATED (YYYY-MM-DD)	2012-10-23
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

Coordination, Access and Primary Care Indicators

Monitoring

INDICATOR DESCRIPTION	**INDICATOR NAME**	**WAIT TIME FROM HOME AND COMMUNTIY CARE SUPPORT SERVICES (HCCSS) DETERMINATION OF ELIGIBILITY TO LTC HOME RESPONSE**
	INDICATOR DESCRIPTION Detailed description of indicator	This indicator measures the median and 90th percentile wait time that Ontarians wait from the date a HCCSS forwards eligible placement applications to Long-Term Care (LTC) homes of clients' choices to the date a LTC home responds to the placement request.
	INDICATOR CLASSIFICATION	Monitoring
	PERFORMANCE STANDARD	N/A
TOTAL	**CALCULATION**	The difference (in days) between the facility choice application date and the facility response date. The median and 90th percentile is taken for each group (LTC home, HCCSS) for which the measure is reported.
	DATA SOURCE	Client Profile (CPRO) Database
	EXCLUSION/INCLUSION CRITERIA	**Includes:** • Records with facility response date within the last 24 months • Non-crisis (category 3A, 3B, 4A, 4B) applications • Home open before and close after the end of reporting period **Excludes:** • Missing facility choice application date • Clients waiting transfer between LTC homes • Death occurred on or before the facility response date
GEOGRAPHY & TIMING	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	**Frequency**: CPRO is updated monthly. **Report Timing:** Quarterly
	LEVELS OF COMPARABILITY Levels of geography for comparison	Data are available at the provincial, Ontario Health region and LTC home level

	TRENDING Years available for trending	Quarterly, annually trending is available since 2003
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	N/A
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	Under the Long-Term Care Home Act, a LTC home generally has 5 business days to accept or reject an application
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	Office of the Auditor General of Ontario. 2012 Annual Report, Chapter 3.08.
	REPORTING RESPONSIBILITY	MLTC
	DATE CREATED (YYYY- MM-DD)	2014-11-14
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-10-06

Explanatory

<table>
<tr><td rowspan="3">INDICATOR DESCRIPTION</td><td>INDICATOR NAME</td><td>PERCENT RESIDENT DAYS – LONG STAY</td></tr>
<tr><td>INDICATOR DESCRIPTION
Detailed description of indicator</td><td>The total resident days for individuals who are Long-Stay residents (those in long stay and interim bed programs), divided by the sum of the bed supply for Long Stay and Interim beds for the month end factored by the total days in the month.</td></tr>
<tr><td>INDICATOR CLASSIFICATION</td><td>Explanatory</td></tr>
<tr><td></td><td>PERFORMANCE STANDARD</td><td>Note: As an Explanatory Indicator, this indicator does not have a Performance Target. However, for planning purposes it is advised that LTCHs and Ontario Health review the MLTC's LTCH Occupancy Targets Policy to ensure awareness of resident occupancy targets that relate to funding.</td></tr>
<tr><td rowspan="2">NUMERATOR</td><td>CALCULATION</td><td>The numerator will be the sum of the total resident days from CCRS for individuals who are "Long-Stay" residents; i.e. those reported using bed service type codes LSCU, INCU, INTS, VPAB and ELDC.

<table>
<tr><th>CCRS Bed Service Type Description</th><th>CCRS Bed Service</th><th>Resident Type</th></tr>
<tr><td>Long-Stay Beds</td><td>LSCU</td><td>Long-Stay</td></tr>
<tr><td rowspan="2">Interim Beds (1)</td><td>INCU</td><td>Long-Stay</td></tr>
<tr><td>INTS</td><td>Long-Stay</td></tr>
<tr><td>Veterans' Priority Access Beds</td><td>VPAB</td><td>Long-Stay</td></tr>
<tr><td>ELDCAP Beds (1)</td><td>ELDC</td><td>ELDCAP</td></tr>
</table>

(1) Residents in interim beds may be referred to as short stay program residents as they will move/transfer to another LTCH. For the long stay occupancy indicator calculation, the interim and ELDC bed residents are included as they are not expected to return to their own residence.</td></tr>
<tr><td>DATA SOURCE</td><td>CCRS (Continuing Care Reporting System)</td></tr>
</table>

	EXCLUSION/INCLUSION CRITERIA	Includes: 1. Those reported using bed service type codes LSCU, INCU,INTS VPAB and ELDC. The bed service type codes are based on the services/program that the residents are admitted for. 2. The long stay resident days will include the absence allowed under the LTCH Act (e.g. a resident admitted to hospital and returned to the home within the allowed absence). Excludes: 1. Those reported using bed service type codes CONV, CNVS, RESP and OTHR (expected to be immaterial under the OTHR type).
DENOMINATOR	CALCULATION	The sum of the bed supply for Long Stay and Interim beds for the month end factored by the total days in the month. It is calculated as the total number of long stay and interim beds for the month end multiplied by the number of days in the month.
	DATA SOURCE	OCCM (Occupancy Monitoring Database)
	EXCLUSION/INCLUSION CRITERIA	Includes: Long stay, interim and ELDCAP beds. Excludes: Respite and convalescent beds.
GEOGRAPHY & TIMING	TIMING/FREQUENCY OF RELEASE How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	Numerator: LTCHs submit information by resident directly to CIHI for Q1, Q2, Q3 and YE on a fiscal year basis (i.e. April 1 to March 31) Denominator: Ontario Health submit data by home directly to MLTC on a monthly basis - end of month point in time data Report Timing: Data will be reported on a quarterly basis.
	LEVELS OF COMPARABILITY Levels of geography for comparison	By Province, by Ontario Health region, by Home
	TRENDING Years available for trending	Data is available from the release of the new indicator, targeted for 2018/19.
ADDITIONAL INFORMATION	LIMITATIONS Specific limitations	Numerator: • The resident days under the "OTHR" code are excluded – based on experience, the numbers are immaterial. Denominator: • The OCCM data is for point in time month end bed count. This will only provide a proxy if the bed number of a particular LTCH changes on the last day of the month; i.e. the day for bed supply data for the OCCM submission.

		• The OCCM is a "live" database. The bed count is subject to change as and when updates are received. Bed count for a particular period could be different based on the report run date if previously submitted data is revised (for updates or corrections). For example, if a new report is run after the revised data was received, there would be differences between the new and old reports as a result of the revised bed count due to the reports being run based on point- in-time data.
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://....*	
	REPORTING RESPONSIBILITY	Health Analytics Branch and Health Data Branch, MLTC
	DATE CREATED (YYYY- MM-DD)	2017-11-10
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

INDICATOR DESCRIPTION	**INDICATOR NAME**	**LONG-TERM CARE HOME REFUSAL RATE**
	INDICATOR DESCRIPTION Detailed description of indicator	This indicator measures the percent of LTC home placement applications that were rejected by a LTC home due to inability to meet client's care need.
	INDICATOR CLASSIFICATION	Explanatory
	PERFORMANCE STANDARD	N/A
NUMERATOR	**CALCULATION**	Number of rejected applications at the LTC home
	DATA SOURCE	Client Profile (CPRO) Database
	EXCLUSION/INCLUSION CRITERIA	**Includes:** • Received facility response upon completion of Home and Community Care Support Services (HCCSS) application (facility response date not missing) • Non-crisis (category 3A, 3B, 4A, 4B) applications. **Excludes:** • Clients waiting for transfer from other LTCHs (current location code=8) • Deceased on or before facility response date (facility choice close reason ID = 6 and facility choice close date ≤ facility response date)
DENOMINATOR	**CALCULATION**	Total number of applications received by the LTC home
	DATA SOURCE	Client Profile (CPRO) Database
	EXCLUSION/INCLUSION CRITERIA	**Includes:** • Records with facility response date within the last 24 months • Home open before and close after the end of reporting period **Excludes:** • Missing facility response reason • Clients waiting transfer between LTC homes • Death occurred on or before the facility response date
GE OG	**TIMING/FREQUENCY OF RELEASE**	**Frequency:** CPRO is updated monthly.

	How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	**Report Timing:** Quarterly
	LEVELS OF COMPARABILITY Levels of geography for comparison	Data are available at the provincial, Ontario Health region and LTC home level
	TRENDING Years available for trending	Quarterly, annually trending is available since 2003
ADDITIONAL INFORMATION	**LIMITATIONS** Specific limitations	N/A
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	This indicator captures both tier one and tier two rejections. Tier 1 Refusals: Clients rejected by LTC Home upon receiving client application from HCCSS. These clients were not placed on the LTC Home wait list Tier 2 Refusals: Clients rejected by LTC Home while on wait list and reassessed upon opportunity for placement. Total Refusal: All refusals, including both Tier 1 and Tier 2 refusals. As this indicator uses 24 month time period for calculating refusal rate, LTC Home level data will be updated on an annual basis and Ontario Health region level on a quarterly basis.
	REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://….*	N/A
	REPORTING RESPONSIBILITY	MLTC
	DATE CREATED (YYYY- MM-DD)	2014-11-14
	DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

Developmental

INDICATOR DESCRIPTION	**INDICATOR NAME**	**NUMBER OF RESIDENT TRANSFERS TO ED FROM LTC HOMES RESULTING IN INPATIENT ADMISSIONS PER 100 ED VISITS FOR LTC HOME RESIDENTS**
	INDICATOR DESCRIPTION Detailed description of indicator	The number of transfers of LTCH residents to emergency that result in an admission to hospital, per 100 ED visits for LTCH residents.
	INDICATOR CLASSIFICATION	Developmental
	PERFORMANCE STANDARD	N/A
NUMERATOR	**CALCULATION**	Step 1. Extract "active" residents for those homes that report to the CCRS-LTC within the identified time period Step 2. Link (on encrypted health card number) with unscheduled visits to emergency departments and hospital-based urgent care centres that resulted in inpatient admission (i.e. visit disposition = 06 or 07), for the same time period. Step 3. Select ED visits that occurred following the date of admission to LTC and on or before the date of discharge from the LTC home. Step 4. The Ontario Health region of LTC home and LTC home associated with the emergency visit will be taken from the CCRS record. Step 5. Multiply numerator by 100
	DATA SOURCE	NACRS and CCRS-LTC
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. Active residents for homes that report to CCRS 2. Visit disposition = 06 or 07 3. Visits that occur after admission to LTCH and before discharge from LTCH.

DENOMINATOR	**CALCULATION**	Step 1. Extract "active" residents for those homes that report to the CCRS-LTC within the identified time period Step 2. Link (on encrypted health card number) with unscheduled visits to emergency departments and hospital-based urgent care centres, for the same time period. Step 3. Select ED visits that occurred following the date of admission to LTC and on or before the date of discharge from the LTC home. Step 4. The OH region of LTC home and LTC home associated with the emergency visit will be taken from the CCRS record.
	DATA SOURCE	CCRS –LTC
	EXCLUSION/INCLUSION CRITERIA	**Includes:** 1. ED visits by active residents for homes that report to CCRS. 2. Visits that occur after admission to LTCH and before discharge from LTCH.
GEOGRAPHY & TIMING	**TIMING/FREQUENCY OF RELEASE** How often, and when, are data being released *E.g. Be as specific as possible…..data are released annually in mid- May*	Data are available on a quarterly basis
	LEVELS OF COMPARABILITY Levels of geography for comparison	At the level of the LTCH
	TRENDING Years available for trending	As of Q1 2010/11
ADDITIONAL INFORMATIO	**LIMITATIONS** Specific limitations	The fiscal year 2010/11 is the first full fiscal year where data are available from all LTCHs in Ontario. If this indicator is reported at the level of the long-term care home, the rate may be unstable due to small numbers and should be interpreted with caution. A small number of ED visits that are admitted will result in fluctuating numbers and changes that may be difficult to interpret.
	COMMENTS Additional information regarding the calculation, interpretation, data source, etc.	Identification of inpatient admissions will include inpatient admissions to the same institution where the ED visit occurred. If this indicator is reported at the level of the long-term care home, the rate may be unstable due to small numbers and should be interpreted with caution. For this indicator it will be helpful to clarify whether a higher or lower percent of admitted ED visits is preferable.

REFERENCES Provide URLs of any key references *E.g. Diabetes in Canada, HTTP://….*	
REPORTING RESPONSIBILITY	To be determined
DATE CREATED (YYYY- MM-DD)	2017-11-16
DATE LAST REVIEWED (YYYY-MM-DD)	2018-09-06

2023-2024 Description of Home and Services

LTCH Name: Victoria Manor Home for the Aged

A.1 General Information				
Name of Licensee: (as referred to on your Long-Term Care Home Licence)	The Corporation of the City of Kawartha Lakes			
Name of Home: (as referred to on your Long-Term Care Home Licence)	Victoria Manor Home for the Aged			
LTCH Master Number (e.g. NH9898)	H11897			
Address	220 Angeline Street South			
City	Lindsay		Postal Code	K9V 0J8
Accreditation organization	CARF			
Date of Last Accreditation (Award Date – e.g. May 31, 2019)	November 22, 2019 Survey completed Dec 2022, letter pending		Year(s) Awarded (e.g. 3 years)	3
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N	N

2023-2024 Description of Home and Services

LTCH Name: Victoria Manor Home for the Aged

A.2 Licenced or Approved Beds & Classification / Bed Type							
1. Licence Type	**Total # of Beds**					**Licence Expiry Date** (e.g. May 31, 2025)	**Comments/Additional Information**
	A	**B**	**C**	**Upgraded D**	**New**		
Licence ("Regular" or Municipal Approval)		166				N/A – Municipal	**Note**: Each individual licence should be on a separate row. Please add additional rows as required.
Licence ("Regular" or Municipal Approval)							
TOTAL BEDS (1)	166						Add total of all beds (A,B,C, UpD, New)
Please include information specific to the following types of licenses on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							**Note:** Each individual licence should be on a separate row. Please add additional rows as required.
2. Licence Type	**Total # of Beds**					**Licence Expiry Date** (e.g. May 31, 2025)	**Comments/Additional Information**
Temporary							
Temporary Emergency							
Short-Term Authorization							
TOTAL BEDS (2)							Add total of all beds
TOTAL # OF ALL LICENSED BEDS (1) + (2)	166						Add total # of all licenced beds captured under (1) and (2) above
Usage Type	**Total # of Beds**					**Expiry Date** (e.g. May 31, 2025)	**Comments/Additional Information**
Long Stay Beds **(not including beds below)**	166					N/A - Municipal	Input number of regular long stay beds
Convalescent Care Beds							
Respite Beds							
ELDCAP Beds							

2023-2024 Description of Home and Services

LTCH Name: Victoria Manor Home for the Aged

A.2 Licenced or Approved Beds & Classification / Bed Type			
Interim Beds			
Veterans' Priority Access beds			
Beds in Abeyance (BIA)			
Designated specialized unit beds			
Other beds *			
Total # of all Bed Types (3)	166		Add total number of beds by usage type

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

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

2023-2024 Description of Home and Services

LTCH Name: Victoria Manor Home for the Aged

A.3 Structural Information			
Type of Room (this refers to structural layout rather than what is charged in accommodations).			
Room Type	**Rooms**	**Multiplier**	**Number of beds**
Number of rooms with 1 bed	25	x 1	25
Number of rooms with 2 beds	71	x 2	142
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	**96**	**Total Number of Beds***	**166**
***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**			
Original Construction Date (Year)	1989		
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1)N/A 2) 3) 4)		

Number of Units/Resident Home Areas and Beds	
Unit/Resident Home Area	**Number of Beds**
MacMillan House	**41**
Victoria House	**41**
Vaga House	**41**
Elford House	**42**
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	**167 beds, funded for 166**

Other Reporting			
Accommodation Breakdown*			
Accommodation Type	**Basic**	**Semi-Private**	**Private**
Total Beds	**86**	**55**	**25**

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