

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES
FOR CANADA – EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR
CANADA – WESTERN REGION**

APPLICANTS

**AFFIDAVIT OF JUDITH EVAH MARIE BOWYER
(affirmed January 14, 2016)**

I, Judith Evah Marie Bowyer, of the Town of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Senior Director, Health System Performance Management of the Mississauga Halton Local Health Integration Network and, as such, have knowledge of the matters hereinafter deposed. I have been employed at the Mississauga Halton Local Health Integration Network since June, 2007, which is one of the fourteen separate local health integration networks (collectively the "LHINs") that each continue as a non-share capital corporations under the *Local Health System Integration Act, 2006* ("LHSIA") and have held the position of Senior Director, Health System Performance Management since May, 2013. My evidence in this affidavit is based on personal knowledge or on review of documents except where otherwise stated.
2. The LHINs learned of this application on December 3, 2015. A copy of the motion to extend the stay was delivered by email to the Director of the Ministry's Legal Services Branch on December 2, 2015 at 8:16 PM.
3. The affidavit of Jo-Anne Poirier, sworn November 24, 2015, was included in the December Motion Record. Under the heading "Business Overview", Ms. Poirier described the role of VON Ontario as "provid[ing] Home Care and Community Support through arrangements with Ontario's Community Care Access Centre ("CCACs"), Local Health Integration Networks ("LHINs") and other funders. The

CCACs and LHINs are funded and mandated by the Ministry of Health and Long-term Care (Ontario).”

4. The LHINs mandate, role and objects are established under LHSIA. The objects of each LHIN by legislation "are to plan, fund and integrate the local health system to achieve the purposes of [LHSIA]".
5. The purpose of LHSIA is "to provide an integrated health system to improve the health of Ontarians through better access ... and effective and efficient management of the health system ... by local health integration networks." Under LHSIA, the LHINs have specific authority and responsibilities in three areas: Planning and Community Engagement; Funding and Accountability; and Integration and Devolution.
6. Pursuant to their authority and responsibilities under LHSIA, each LHIN enters into funding agreements, known as service accountability agreements ("SAAs"), with health service providers in its local area.
7. Ten LHINs have entered into separate SAAs with the Victorian Order of Nurses ("VON") including Central East LHIN, Erie St. Clair LHIN, Hamilton Niagara Haldimand Brant LHIN, Mississauga Halton LHIN, North East LHIN, North Simcoe Muskoka LHIN, North West LHIN, South East LHIN, South West LHIN, and Waterloo Wellington LHIN.
8. The funds provided under these SAAs are transfer payment funds and subject to the Ontario Government's Transfer Payment Accountability Directive (the "Directive"), which sets out a number of principles and requirements that the LHINs, as Crown agencies, must comply within distributing public funds.
9. Generally, the Directive imposes obligations on agencies, such as the LHINs, to ensure proper controllership and accountability with respect to public funds; and it requires agencies to "ensure that recipients receiving transfer payments have governance structures and accountability processes to properly administer and manage public funds and to provide the services for which transfer payments are made".
10. The LHINs enter into SAAs with health service providers of many different types and sizes, including hospitals, community care access centres, community health centres, long-term care homes, community mental health and addiction service providers, and community support services providers.
11. Under these SAAs, the LHINs fund the delivery of services.
12. These agreements require the health service providers to expend all funding in accordance with a detailed approved budget attached to the agreement and only for the purpose of providing and demonstrating performance for the agreed upon services. Any transfer of funds to an entity not named in the SAA and/or any use of

the funds for any purpose other than in accordance with the approved budget and performance deliverable for the services, is prohibited under the funding terms and conditions.

13. A typical example of a SAA made between a LHIN and VON is the Multi-Sector Service Accountability Agreement (“MSAA”) made between the Mississauga Halton Local Health Integration Network and Victorian Order of Nurses for Canada – Ontario Branch – Peel Site, effective April 1, 2014. Now shown to me and marked as Exhibit “A” to this my affidavit is a true copy of said agreement.

14. Article 4.1 of the agreement, Exhibit “A” hereto provides, as follows:

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

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

15. Article 4.5 of the Agreement, Exhibit “A” hereto, stipulates as follows:

Conditions of Funding:

(a) The HSP will:

- (i) Fulfill all obligations in this Agreement;
- (ii) Use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement ...

16. Article 5.1 of the Agreement, Exhibit “A” hereto, further stipulates that:

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

17. The above terms are typical of the SAAs made between the LHINs with VON and its associated or affiliated entities.

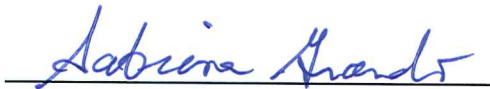
18. The LHINs provide transfer payment funding to various VON Branches including the following:

- a. Central East LHIN – 1 MSAA
Annual Allocation: \$5,739,885.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch
- b. Erie St. Clair LHIN – 1 MSAA
Annual Allocation: \$3,387,508.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch


- c. Hamilton Niagara Haldimand Brant LHIN – 1 MSAA
Annual Allocation: \$4,202,168.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch, Hamilton
 - d. Mississauga Halton LHIN – 1 MSAA
Annual Allocation: \$2,563,927.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch – Peel Site
 - e. North East LHIN – 1 MSAA
Annual Allocation: \$3,290,225.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch (Greater Sudbury Site)
 - f. North Simcoe Muskoka LHIN – 1 MSAA
Annual Allocation: \$3,072,814.67
Named entity: Victorian Order of Nurses for Canada – Ontario Branch
 - g. North West LHIN – 1 MSAA
Annual Allocation: \$363,009.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch
 - h. South East LHIN – 1 MSAA
Annual Allocation: \$14,056,768.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch
 - i. South West LHIN – 4 MSAA
Total Annual Allocation: \$11,299,471.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch
 - j. Waterloo Wellington LHIN – 1 MSAA
Annual Allocation: \$1,844,764.00
Named entity: Victorian Order of Nurses for Canada – Ontario Branch- WWD Site
19. The total approximate transfer payment funding annual allocation for the ten LHINs is: \$49,820,539.67.00
20. The services funded in paragraph 18 above by the named LHINs were implemented exclusively to improve the health care needs of residents of Ontario and to enable the provision of health care services to the local health system in Ontario by the health service provider. The LHINs have never agreed to fund applicants to these proceedings, or any other affiliated or associated entity of VON for any purpose other than as stated in the specific service delivery terms, conditions and budgets set out in the funding agreements.

21. In order to assist the funding recipients to provide the funded services, transfer payment funding is based on anticipated annual expenditure by the funding recipient based on approved annual budgets covering the fiscal year April 1 to March 31. Funding cannot be transferred or reassigned by funding recipients without the written consent of the specific LHIN. The LHIN may make changes to the funding allocation during the fiscal year as it considers appropriate. The funding must only be applied for the stated purposes and at the end of the fiscal year all unspent funding must be reconciled and returned to the Ministry of Finance.
22. The LHINs wish to continue funding under the various agreements made with VON and its related or affiliated entities. However, the LHINs cannot continue to fund health services under transfer payment arrangements unless they are assured that the funds will be used for the clearly stated purposes to enable the provision of health services to the local health system.
23. Accordingly, an order is sought declaring and determining that all moneys funded, directly or indirectly, by the LHINs to VON, its associated or affiliated entities be impressed with a trust until such time as the moneys have been spent for the purposes of providing the service set out in the MSAA pursuant to which the funds are advanced. An order is further sought that if, at the end of the Funding Year, as defined in the MSAA, the recipient has not spent all of the Funding, the unspent Funding shall be returned to the party that provided the funds.
24. This affidavit is affirmed in support of a motion for the relief set out above and for no improper purpose.

Affirmed before me at the City of Toronto
this 14th day of January, 2016

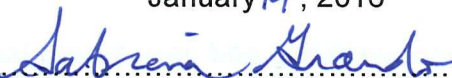


A commissioner etc.
SABRINA GRANDO
LSUC #482940



Judith Evah Marie Bowyer

This is Exhibit "A" referred to in the
Affidavit of Judith Evah Marie Bowyer
affirmed before me on
January 14th, 2016



.....
A Commissioner for taking Affidavits for Ontario

SABRINA GRAND
LSUC #482940

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2014 to March 31, 2017

SERVICE ACCOUNTABILITY AGREEMENT

with

VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH-PEEL SITE

Effective Date: April 1, 2014

Index to Agreement

ARTICLE 1.0	- DEFINITIONS & INTERPRETATION
ARTICLE 2.0	- TERM AND NATURE OF THIS AGREEMENT
ARTICLE 3.0	- PROVISION OF SERVICES
ARTICLE 4.0	- FUNDING
ARTICLE 5.0	- REPAYMENT AND RECOVERY OF FUNDING
ARTICLE 6.0	- PLANNING & INTEGRATION
ARTICLE 7.0	- PERFORMANCE
ARTICLE 8.0	- REPORTING, ACCOUNTING AND REVIEW
ARTICLE 9.0	- ACKNOWLEDGEMENT OF LHIN SUPPORT
ARTICLE 10.0	- REPRESENTATIONS, WARRANTIES AND COVENANTS
ARTICLE 11.0	- LIMITATION OF LIABILITY, INDEMNITY & INSURANCE
ARTICLE 12.0	- TERMINATION OF AGREEMENT
ARTICLE 13.0	- NOTICE
ARTICLE 14.0	- ADDITIONAL PROVISIONS
ARTICLE 15.0	- ENTIRE AGREEMENT

Schedules

A -	Detailed Description of Services
B -	Service Plan
C -	Reports
D -	Directives, Guidelines, Policies & Standards
E -	Performance
F -	Project Funding Agreement Template
G -	Compliance

THE AGREEMENT effective as of the 1st day of April, 2014

BETWEEN:

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH-PEEL SITE

(the "HSP")

Background:

The *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement. The service accountability agreement supports a collaborative relationship between the LHIN and the HSP to improve the health of Ontarians through better access to high quality health services, to co-ordinate health care in local health systems and to manage the health system at the local level effectively and efficiently.

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

In consideration of their respective agreements set out below, the LHIN 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" refers to the agreement in place between the MOHLTC and the LHIN pursuant to the terms of section 18 of the Act;

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

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

"Annual Balanced Budget" has the meaning set out in subsection 4.5(b);

"Applicable Law" means all federal, provincial or municipal laws, regulations, common law, any orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement;

“Applicable Policy” means any orders, rules, policies, directives, or standards of practice issued or adopted by the LHIN, the MOHLTC or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the Parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule D;

“Board” means:

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

- (a) a corporation, the board of directors;
 - (b) a First Nation, the band council; and
 - (c) a municipality, the municipal council;
- and,

(2) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and 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;

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

“Budget” means the budget approved by the LHIN and appended to this Agreement in Schedule B;

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

“Chair” means, if the HSP is:

- (a) a corporation, the Chair of the Board;
- (b) a First Nation, the Chief; and
- (c) a municipality, the Mayor,

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

“CFMA” means the *Commitment to the Future of Medicare Act, 2004*, and the regulations made under the *Commitment to the Future of Medicare Act, 2004*, as it and they may be amended from time to time;

“Compliance Declaration” means a compliance declaration substantially in the form set out in Schedule G;

“Confidential Information” means information that is: (1) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided

to the receiving Party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of the Act. Confidential Information does not include information that: (a) was known to the receiving Party prior to receiving the information from the disclosing Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) is required to be disclosed by law, provided that the receiving Party provides Notice in a timely manner of such requirement to the disclosing Party, consults with the disclosing Party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

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

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

has other commitments, relationships or financial interests that:

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

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

“Days” means calendar days;

“Effective Date” means April 1, 2014;

“e-Health” means 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 sustainability of the healthcare system;

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

“Funding” means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

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

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

"Indemnified Parties" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen 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 LHIN in a Review;

"Interest Income" means interest earned on the Funding;

"MOHLTC" means the Minister of Health and Long-Term Care or the Ministry of Health and Long-Term Care, as is appropriate in the context;

"Notice" means any notice or other communication required to be provided pursuant to this Agreement, the Act or the CFMA;

"Party" means either of the LHIN or the HSP and **"Parties"** mean both of the LHIN and the HSP;

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

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

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

"Reports" means the reports described in Schedule C as well as any other reports or information required to be provided under the Act or this Agreement;

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

"Schedule" means any one of, 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 Services
- Schedule B: Service Plan
- Schedule C: Reports
- Schedule D: Directives, Guidelines and Policies
- Schedule E: Performance

Schedule F: Project Funding Agreement Template
Schedule G: Compliance

"Service Plan" means the Operating Plan and Budget appended as Schedule B; and

"Services" means the care, programs, goods and other services described in Schedule A and in any Project Funding Agreement executed pursuant to this Agreement.

"Services" includes the type, volume, frequency and availability of the care, programs, goods and other services.

- 1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. 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 March 31, 2017 unless 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 subsection 20(1) of the Act and Part III of the CFMA.
- 2.3 **Notice.** Notice was given to the HSP that the LHIN intended to enter into this Agreement. The HSP hereby acknowledges receipt of such Notice in accordance with the terms of the CFMA.
- 2.4 **Prior Agreements.** The Parties acknowledge and agree that all prior agreements for the Services terminated on March 31, 2014. Notwithstanding the foregoing, Project Funding Agreements that by their terms continue beyond March 31, 2014 remain in effect.

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, including the Service Plan;

(2) Applicable Law; and

(3) Applicable Policy.

- (b) When providing the Services, the HSP will meet the performance standards and conditions identified in Schedule E.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) Unless the HSP is a community care access centre, 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, 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 LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN 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 LHIN.

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 LHIN 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 LHIN to resolve any Conflict of Interest.

3.4 e-Health/Information Technology Compliance The HSP agrees to:

- (a) assist the LHIN to implement provincial e-health priorities for 2013-15 and thereafter in accordance with the Accountability Agreement, as may be amended from time to time;

- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by the MOHLTC, eHealth Ontario or the LHIN within the timeframes set by the MOHLTC or the LHIN as the case may be;
 - (c) implement and use the approved provincial e-health solutions identified in the LHIN e-health plan;
 - (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN e-health plan; and
 - (e) include in its annual planning submissions, plans for achieving eHealth priority initiatives, including full adoption of Ontario Laboratory Information System by March 2015.
- 3.5 **Policies, Guidelines, Directives and Standards.** Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments will be effective on the first day of April following the receipt of the Notice or on such other date as may be advised by the LHIN or MOHLTC as the case may be. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule D.

ARTICLE 4.0- FUNDING

- 4.1 **Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:
- (a) will provide the funds identified in Schedule B to the HSP for the purpose of providing or ensuring the provision of the Services;
 - (b) may pro-rate the funds identified in Schedule B to the date on which this Agreement is signed, if that date is after April 1; and
 - (c) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.
- 4.2 **Limitation on Payment of Funding.** Despite section 4.1, the LHIN:
- (a) will not provide any funds to the HSP until this Agreement is fully executed;
 - (b) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

- (c) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and
- (d) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

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

4.4 Additional Funding.

- (a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule E.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.

4.5 Conditions of Funding.

- (a) The HSP will:
 - (1) fulfill all obligations in this Agreement;
 - (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (3) spend the Funding only in accordance with the Service Plan; and
 - (4) maintain an Annual Balanced Budget.
- (b) "Annual Balanced Budget" means that, in each Funding Year of the term of this Agreement, the total expenses of the HSP are less than or equal to the total revenue, from all sources, of the HSP.
- (c) The LHIN may impose such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

4.6 Interest.

- (a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the interest income is not used to provide the Services,
 - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or
 - (2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

4.8 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

- 4.9 **Disposition.** The HSP will not, without the LHIN'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- REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement.
- (c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the LHIN will require the repayment of the excess Funding.
- (d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may adjust the Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the LHIN may adjust the amount of Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the LHIN.** The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
 - (1) has provided false information to the LHIN knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

- 5.2 **Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.
- 5.3 **Settlement and Recovery of Funding for Prior Years.**
- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
 - (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the Parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. 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 LHIN 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 LHIN 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 LHIN at the address provided in section 13.1.
- 5.5 **Interest Rate.** The LHIN 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 LHIN will give at least sixty Days' Notice to the HSP of the date by which a Community Accountability Planning Submission ("CAPS"), approved by the HSP's governing body, must be submitted to the LHIN.
 - (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN 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. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

- (c) **Multi-year Planning Targets.** Schedule B may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,
 - (1) the HSP acknowledges that if it is provided with planning targets, these targets are: (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation, and (D) may be changed at the discretion of the LHIN in consultation with the HSP. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and
 - (2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.
- (d) **Service Accountability Agreements.** The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities as requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals

- (a) **General.** A pre-proposal process has been developed to: (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, 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 Act 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 whether within or outside of the LHIN; and the relocation or transfer of Services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
 - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (1) or (2) above; or
 - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of the Act. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of the Act. Following the LHIN'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 LHIN.

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

6.5 **Definitions.** In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in subsection 2(1) and section 23 respectively of the Act, as it and they may be amended from time to time.

(a) "service" includes,

- (1) a service or program that is provided directly to people,
- (2) a service or program, other than a service or program described in clause (a), that supports a service or program described in that clause, or
- (3) a function that supports the operations of a person or entity that provides a service or program described in clause (a) or (b).

(b) "integrate" includes,

- (1) to co-ordinate services and interactions between different persons and entities,

- (2) to partner with another person or entity in providing services or in operating,
 - (3) to transfer, merge or amalgamate services, operations, persons or entities,
 - (4) to start or cease providing services,
 - (5) to cease to operate or to dissolve or wind up the operations of a person or entity,
- (c) and "integration" has a similar meaning.

ARTICLE 7.0- PERFORMANCE

- 7.1 Performance.** The Parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.
- 7.2 Performance Factors.**
- (a) Each Party will notify the other Party of the existence of a Performance Factor, as soon as reasonably possible after the Party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the Party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the Party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the Party wishes to raise with the other Party.
 - (b) The recipient Party will provide a written acknowledgment of receipt of the Notice within seven Days of the date on which the Notice was received ("Date of the Notice").
 - (c) Where a meeting has been requested under paragraph 7.2(a)(3), the Parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of section 7.3.
- 7.3 Performance Meetings** During a meeting on performance, the Parties will:
- (a) discuss the causes of a Performance Factor;

- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
 - (2) the conduct of a Review;
 - (3) a revision and amendment of the HSP's obligations; and/or
 - (4) an in-year, or year-end, adjustment to the Funding,
 among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

ARTICLE 8.0- REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by the Act, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in subsection 31(5) of the CFMA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Act or for the purposes

that are prescribed under the Act, or (2) may be requested under the CFMA;

- (2) will fulfil the specific reporting requirements set out in Schedule C;
 - (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
 - (4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.
- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **Declaration of Compliance.** Within 90 days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule G and may be amended by the LHIN from time to time through the term of this Agreement.
- (e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:
- (1) its CAPS is received after the due date;
 - (2) its CAPS is incomplete;
 - (3) the quarterly performance reports are not provided when due; or
 - (4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of LHIN actions or inaction. If assessed, the financial reduction will be as follows:

- (1) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 **Reviews.**

- (a) During the term of this Agreement and for seven years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter upon the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.
- (e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

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

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven years after the termination or expiration of the term of this Agreement. The HSP's obligations under this paragraph will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

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

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The Parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing Party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with the Act and the CFMA.

8.5 **Transparency.** The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

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

ARTICLE 9.0- ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 **Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
 - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and

- (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 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 (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members meetings.

10.2 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 Governance.

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

- (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
- (2) to ensure the ongoing effective functioning of the HSP;
- (3) for effective and appropriate decision-making;
- (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
- (5) for the prudent and effective management of the Funding;
- (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act;
- (7) to enable the preparation, approval and delivery of all Reports;
- (8) to address complaints about the provision of Services, the management or governance of the HSP; and
- (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that:

- (1) the HSP has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO that ties the CEO's compensation plan to the CEO's performance;
- (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;
- (3) it will enforce the HSP's rights under the Performance Agreement; and
- (4) any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

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

- (a) the Funding is, and will be continued 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;
 - (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.
- 10.5 **Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0- LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 **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 **Ibid.** For greater certainty and without limiting section 11.1, the LHIN 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 LHIN 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 **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 **Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's

Personnel and Volunteers under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
- (1) **Commercial General Liability Insurance**, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two 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 thirty-Day written notice of cancellation, termination or material change.
 - (2) **Proof of WSIA Coverage.** The HSP will provide the LHIN 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/or 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 LHIN 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 LHIN, 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- TERMINATION OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least sixty Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the LHIN:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued the Services; or
 - d. it is not reasonable for the HSP to continue to provide the Services;
 - (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
 - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;

- (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, Performance Improvement Process or a Transition Plan;
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
 - (7) a Conflict of Interest that cannot be resolved.
- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this subsection, the LHIN and the HSP will develop a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected in a timely manner ("Transition Plan"). The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving six months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:
- (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
 - (2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is

required to remedy the breach. The Notice will also advise the HSP that the LHIN will 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 LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.
- (b) **Failure to Remedy.** If the LHIN has provided the HSP with an opportunity to remedy the breach, and:
- (1) the HSP does not remedy the breach within the time period specified in the Notice;
 - (2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
 - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,
- (c) then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.

12.4 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN 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 subsection (3), against the amount owing pursuant to subsection (2).

- 12.5 **Effective Date.** Termination under this Article will take effect as set out in the Notice.
- 12.6 **Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN 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 LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0- NOTICE

- 13.1 **Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by facsimile with confirmation of receipt, or by any form of mail where evidence of receipt is provided by the post office. A Notice may not be sent by e-mail. 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 LHIN:

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK
700 Dorval Drive, Suite 500
Oakville ON L6K 3V3

Attn: Chief Executive Officer
Fax: 905-337-8330
Telephone: 905-337-7131

To the HSP:

VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH-PEEL SITE
78 William Street
Mississauga ON L5M 1J3

Attn: District Executive Director
Fax: 905-821-8256
Telephone: 905-821-9481

- 13.2 **Notices Effective From.** A Notice will be effective at the time the delivery is made.

ARTICLE 14.0- ADDITIONAL PROVISIONS

- 14.1 **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, unless otherwise provided in the Schedules.
- 14.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 **Terms and Conditions on Any Consent.** Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.
- 14.4 **Waiver.** A Party may only rely on a waiver of the Party's failure to comply with any term of this Agreement if the other Party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.5 **Parties Independent.** The Parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.
- 14.6 **LHIN is an Agent of the Crown.** The Parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Act. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN 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 LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.7 **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and the CFMA, nor the right to exercise its rights under these statutes at any time.


- 14.8 **No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.9 **Governing Law.** This Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.
- 14.10 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 **Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.12 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 14.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


ARTICLE 15.0- ENTIRE AGREEMENT

15.1 **Entire Agreement.** This Agreement 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.

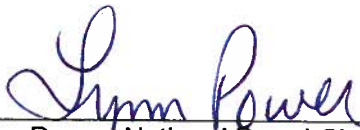
The Parties have executed this Agreement on the dates set out below.


MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK

By:  May 12 2014
Graeme Grebelle, Chair Date

And by:  May 12/14
Bill MacLeod, Chief Executive Officer Date

VICTORIAN ORDER OF NURSES FOR CANADA-ONTARIO BRANCH-PEEL SITE

By:  March 21, 2014
Lynn Power, National Board Chair Date
I have authority to bind the HSP

And by:  March 13, 2014
Jo-Anne Poirier, Chief Executive Officer Date
I have authority to bind the HSP

Schedule A1: Description of Services
2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

Service	Catchment Area Served																								
	Within LHIN							Other LHIN Areas																	
	SR Miss.	WV Miss.	Outside	Water Hills	Milton	Area 7	Area 8	Area 9	Area 10	ALL	ES	SW	WW	HNHB	CW	MH	TC	CEN	CE	SE	CH	NS	NE	NW	
72 5 82 12 CSS IH - Social and Congregate Dining	X	X																							
72 5 82 45 CSS IH - Assisted Living Services	X	X																							
72 5 82 60 CSS IH - Visiting - Social and Safety	X	X																							

Schedule A2: Population and Geography 2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

Client Population

Services are provided to seniors (65+) who are: frail, elderly, socially isolated, physically impaired, cognitively impaired, have complex care needs, have chronic disease, recovering from surgery, have mental health issues and adults with physical disabilities. The communities served are diverse and multicultural. Staff speaks the following languages: English, French, Hindi, Punjabi, Spanish, Portuguese and Mandarin.

Expectant client outcomes include but are not limited to: be treated in a way that respects your dignity, needs and preferences including ethnic, spiritual, language, family and cultural values, aging safely at home, diverting ER visits, decreasing the number of crisis placements for LTC, reducing isolation, falls risk identification and education, and assisting with health system navigation.

Geography Served

Clients served generally reside in the Mississauga and Brampton area.

Congregate Dining-2250 South Millway, Mississauga, ON. Hours/days of operation: Monday 12pm-1pm.

Congregate Dining-1510 Lakeshore West, Mississauga, ON. Hours/days of operation: Monday & Wednesday 12pm-1pm.

Congregate Dining-6515 Glen Erin Drive, Mississauga, ON. Hours/days of operation: Thursday 12pm-1pm.

Congregate Dining-4 Caroline Street, Mississauga, ON. Hours/days of operation: Thursday 12pm-1pm.

Congregate Dining-4150 Westminister Place, Mississauga, ON. Hours/days of operation: Friday 12pm-1pm.

SDL-4150 Westminister Place, Mississauga, ON and 10KM radius of hub. Hours/days of operation: 24hours/day, 7days/wk, 365days/year.

SDL-3061 Battleford Road, Mississauga, ON and 10KM radius of hub. Hours/days of operation: 24hours/day, 7days/wk, 365 days/year.

SDL-17 Scotts Street, Brampton, ON. Hours/days of operation: 24hours/day, 7days/wk, 365 days/year

Volunteer Visiting-78 William Street, Mississauga, ON. Hours/days of operation: Monday-Friday, 8:30am-4:30pm.

Schedule B1: Total LHIN Funding
2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHSR VERSION 9.0	2014-2015 Plan Target	2015-2016 Plan Target	2016-2017 Plan Target
REVENUE					
LHIN Global Base Allocation	1	F 11006	\$2,184,066	\$2,184,066	\$2,184,066
HBAM Funding (CCAC only)	2	F 11005	\$0	\$0	\$0
Quality-Based Procedures (CCAC only)	3	F 11004	\$0	\$0	\$0
MOHLTC Base Allocation	4	F 11010	\$0	\$0	\$0
MOHLTC Other funding envelopes	5	F 11014	\$0	\$0	\$0
LHIN One Time	6	F 11008	\$0	\$0	\$0
MOHLTC One Time	7	F 11012	\$0	\$0	\$0
Paymaster Flow Through	8	F 11019	\$0	\$0	\$0
Service Recipient Revenue	9	F 11050 to 11090	\$89,000	\$89,000	\$89,000
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$2,273,066	\$2,273,066	\$2,273,066
Recoveries from External/Internal Sources	11	F 120*	\$0	\$0	\$0
Donations	12	F 140*	\$5,000	\$5,000	\$5,000
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0	\$0	\$0
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$5,000	\$5,000	\$5,000
TOTAL REVENUE	15	Sum of Rows 10 and 14	\$2,278,066	\$2,278,066	\$2,278,066
EXPENSES					
Compensation					
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$1,589,478	\$1,589,478	\$1,589,478
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$281,337	\$281,337	\$281,337
Employee Future Benefit Compensation	19	F 305*	\$0	\$0	\$0
Physician Compensation	20	F 390*	\$0	\$0	\$0
Physician Assistant Compensation	21	F 390*	\$0	\$0	\$0
Nurse Practitioner Compensation	22	F 380*	\$0	\$0	\$0
All Other Medical Staff Compensation	23	F 390*, [excl. F 39092]	\$0	\$0	\$0
Sessional Fees	24	F 39092	\$0	\$0	\$0
Service Costs					
Med/Surgical Supplies & Drugs	25	F 460*, 465*, 560*, 565*	\$0	\$0	\$0
Supplies & Sundry Expenses	26	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$372,226	\$372,226	\$372,226
Community One Time Expense	27	F 69596	\$0	\$0	\$0
Equipment Expenses	28	F 7*, [excl. F 750*, 780*]	\$12,725	\$12,725	\$12,725
Amortization on Major Equip, Software License & Fees	29	F 750*, 780*	\$0	\$0	\$0
Contracted Out Expense	30	F 8*	\$0	\$0	\$0
Buildings & Grounds Expenses	31	F 9*, [excl. F 950*]	\$22,300	\$22,300	\$22,300
Building Amortization	32	F 9*	\$360	\$360	\$360
TOTAL EXPENSES	33	Sum of Rows 17 to 32	\$2,278,426	\$2,278,426	\$2,278,426
NET SURPLUS/(DEFICIT) FROM OPERATIONS	34	Row 15 minus Row 33	(\$360)	(\$360)	(\$360)
Amortization - Grants/Donations Revenue	35	F 131*, 141* & 151*	\$360	\$360	\$360
SURPLUS/(DEFICIT) Incl. Amortization of Grants/Donations	36	Sum of Rows 34 to 35	\$0	\$0	\$0
FUND TYPE 3 - OTHER					
Total Revenue (Type 3)	37	F 1*	\$10,456,000	\$10,456,000	\$10,456,000
Total Expenses (Type 3)	38	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$10,258,000	\$10,258,000	\$10,258,000
NET SURPLUS/(DEFICIT)	39	Row 37 minus Row 38	\$198,000	\$198,000	\$198,000
FUND TYPE 1 - HOSPITAL					
Total Revenue (Type 1)	40	F 1*	\$0	\$0	\$0
Total Expenses (Type 1)	41	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	\$0	\$0
NET SURPLUS/(DEFICIT)	42	Row 40 minus Row 41	\$0	\$0	\$0
ALL FUND TYPES					
Total Revenue (All Funds)	43	Line 13 + line 32 + line 35	\$12,734,426	\$12,734,426	\$12,734,426
Total Expenses (All Funds)	44	Line 28 + line 33 + line 36	\$12,536,426	\$12,536,426	\$12,536,426
NET SURPLUS/(DEFICIT)	45	Row 43 minus Row 44	\$198,000	\$198,000	\$198,000
Total Admin Expenses Allocated to the TPBEs					
Undistributed Accounting Centres	46	82*	\$0	\$0	\$0
Admin & Support Services	47	72 1*	\$416,174	\$416,174	\$416,174
Management Clinical Services	48	72 5 05	\$0	\$0	\$0
Medical Resources	49	72 5 07	\$0	\$0	\$0
Total Admin & Undistributed Expenses	50	Sum of Rows 46-50 (included in Fund Type 2 expenses above)	\$416,174	\$416,174	\$416,174

Schedule B2: Clinical Activity- Summary
2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

Service Category 2014-2015 Budget	ONS Framework Level 3	Units FTE, TA, Home Care, Out	Not Uniquely Identified Services	Hours of Care in Hours & Contracted Out	Equivalent/People at Days	Individuals Served by Functional Counts	Attendance Days Face-to-Face	Group Sessions (# of group sessions-not individual)	Meal Delivered Combined	Group Participant Attendance (Prog & Non-Prog)	Service Provider Interactions (All Time Interval)
CSS In-Home and Community Services (CSS IH COM)	72.5 82*	7,800	0	0	47,205	804	4,350	0	0	0	0

Service Category 2015-2016 Budget	ONS Framework Level 3	Units FTE, TA, Home Care, Out	Not Uniquely Identified Services	Hours of Care in Hours & Contracted Out	Equivalent/People at Days	Individuals Served by Functional Counts	Attendance Days Face-to-Face	Group Sessions (# of group sessions-not individual)	Meal Delivered Combined	Group Participant Attendance (Prog & Non-Prog)	Service Provider Interactions (All Time Interval)
CSS In-Home and Community Services (CSS IH COM)	72.5 82*	7,800	0	0	47,205	804	4,350	0	0	0	0

Service Category 2016-2017 Budget	ONS Framework Level 3	Units FTE, TA, Home Care, Out	Not Uniquely Identified Services	Hours of Care in Hours & Contracted Out	Equivalent/People at Days	Individuals Served by Functional Counts	Attendance Days Face-to-Face	Group Sessions (# of group sessions-not individual)	Meal Delivered Combined	Group Participant Attendance (Prog & Non-Prog)	Service Provider Interactions (All Time Interval)
CSS In-Home and Community Services (CSS IH COM)	72.5 82*	7,800	0	0	47,205	804	4,350	0	0	0	0

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

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

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

OHRIS/MIS Trial Balance Submission (through OHFS)	
2014-2015	Due Dates (Must pass 3c Edits)
2014-15 Q1	<i>Not required 2014-15</i>
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 31, 2015
2015-16	Due Dates (Must pass 3c Edits)
2015-16 Q1	<i>Not required 2015-16</i>
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
2016-17	Due Dates (Must pass 3c Edits)
2016-17 Q1	<i>Not required 2016-17</i>
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 30, 2017

Supplementary Reporting - Quarterly Report (through SRI) and Annual Reconciliation Report	
2014-2015	Due five (5) business days following Trial Balance Submission Due Date
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
2014-15 ARR	June 30, 2015
2015-2016	Due five (5) business days following Trial Balance Submission Due Date
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
2015-16 ARR	June 30, 2016
2016-2017	Due five (5) business days following Trial Balance Submission Due Date
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 – Supplementary Reporting Due
2016-17 ARR	June 30, 2017

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

Board Approved Audited Financial Statement*	
Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Declaration of Compliance	
Fiscal Year	Due Date
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Community Support Services – Other Reporting Requirements	
Requirement	Due Date
French language service report through SRI	2014-15 - April 30, 2015
	2015-16 - April 30, 2016
	2016-17 April 30, 2017

**SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY SUPPORT SERVICES**

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

▫ Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
▫ Community Support Services Complaints Policy (2004)
▫ Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
▫ Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
▫ Screening of Personal Support Workers (2003)
▫ Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year
▫ Community Financial Policy (2011)
▫ Guideline for Community Health Service Providers Audits and Reviews, August 2012

Note #1: Community Financial Policy

A process has been initiated for reviewing the Community Financial Policy (2011) that includes MOHLTC, LHINS and community sector representatives.

Schedule E1: Core Indicators

2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

Performance Indicators	2014-2016		2015-2016		2016-2017	
	Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	>=0	\$0	>=0	\$0	>=0
Proportion of Budget Spent on Administration	18.3%	14.6 - 21.9%	18.3%	14.6 - 21.9%	18.3%	14.6 - 21.9%
**Percentage Total Margin	0.00%	>= 0%	0.00%	>= 0%	0.00%	>= 0%
Percentage of Alternate Level of Care (ALC) days (closed cases)	TBD	TBD	TBD	TBD	TBD	TBD
Variance Forecast to Actual Expenditures	\$0	< 5%	\$0	< 5%	\$0	< 5%
Variance Forecast to Actual Units of Service	0	< 5%	0	< 5%	0	< 5%
Service Activity by Functional Centre	Refer to Sch E2a	-	Refer to Sch E2a	-	Refer to Sch E2a	-
Number of Individuals Served	Refer to Sch E2a	-	Refer to Sch E2a	-	Refer to Sch E2a	-
Explanatory Indicators						
Cost per Unit Service (by Functional Centre)						
Cost per Individual Served (by Program/Service/Functional Centre)						
Client Experience						

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

Schedule E2a: Clinical Activity- Detail
2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

OHRs Description & Functional Centre		2014-2015		2015-2016		2016-2017	
		Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
<small>*These values are provided for information purposes only. They are not Accountability Indicators.</small>							
Administration and Support Services 72 1*							
Full-time equivalents (FTE)	72 1*	1.70	n/a	1.70	n/a	1.70	n/a
Total Cost for Functional Centre	72 1*	\$416,174	n/a	\$416,174	n/a	\$416,174	n/a
CSS In-Home and Community Services (CSS IH COM) 72 5 82*							
CSS IH - Social and Congregate Dining 72 5 82 12							
Full-time equivalents (FTE)	72 5 82 12	4.35	n/a	4.35	n/a	4.35	n/a
Individuals Served by Functional Centre	72 5 82 12	160	128 - 192	160	128 - 192	160	128 - 192
Attendance Days Face-to-Face	72 5 82 12	4,350	3915 - 4785	4,350	3915 - 4785	4,350	3915 - 4785
Total Cost for Functional Centre	72 5 82 12	\$179,742	n/a	\$179,742	n/a	\$179,742	n/a
CSS IH - Assisted Living Services 72 5 82 45							
Full-time equivalents (FTE)	72 5 82 45	37.17	n/a	37.17	n/a	37.17	n/a
Inpatient/Resident Days	72 5 82 45	47,205	44845 - 49565	47,205	44845 - 49565	47,205	44845 - 49565
Individuals Served by Functional Centre	72 5 82 45	169	135 - 203	169	135 - 203	169	135 - 203
Total Cost for Functional Centre	72 5 82 45	\$1,559,649	n/a	\$1,559,649	n/a	\$1,559,649	n/a
CSS IH - Visiting - Social and Safety 72 5 82 60							
Full-time equivalents (FTE)	72 5 82 60	2.33	n/a	2.33	n/a	2.33	n/a
Visits	72 5 82 60	7,800	7410 - 8190	7,800	7410 - 8190	7,800	7410 - 8190
Individuals Served by Functional Centre	72 5 82 60	475	380 - 570	475	380 - 570	475	380 - 570
Total Cost for Functional Centre	72 5 82 60	\$122,861	n/a	\$122,861	n/a	\$122,861	n/a
Total Full-Time Equivalents for All F/C		45.55		45.55		45.55	
Total Cost for All F/C		\$2,278,426		\$2,278,426		\$2,278,426	

Schedule E2d: CSS Sector Specific Indicators

2014-2017

Health Service Provider: Victorian Order Of Nurses For Canada Ontario Branch - Peel Site

	2014-2016 Target	Performance Standard	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
Performance Indicators						
No Performance Indicators	-	-	-	-	-	-
Explanatory Indicators						
# Persons waiting for service (by functional centre)						

SCHEDULE E3: MISSISSAUGA HALTON LHIN SPECIFIC PERFORMANCE OBLIGATIONS

3.1 Governance

- Health Service Providers' (HSP) Boards to ensure that as part of their on-going comprehensive recruitment, orientation and development process for board members that they incorporate governance training utilizing current best practice knowledge. HSP to provide sign off during Q4 submission that the activity is in place.

3.2 Board Self-Assessment

- HSP's Board is required to complete a Board self-assessment on an annual basis. The HSP Board Chair is to provide sign-off during the Q4 submission that this activity has been completed for the fiscal year.

3.3 Accreditation

- The HSP is required to maintain on-going accreditation status both for their organization and their Governance, and to inform the LHIN each time accreditation is awarded.

3.4 Mississauga Halton LHIN Sector Meetings

- HSP must ensure Chief Executive Officer (CEO) / Executive Director or senior management delegate representation at all scheduled Mississauga Halton LHIN Sector Meetings and other meetings that may be scheduled from time to time.

3.5 Communication

- HSP is required to have a board approved and signed off communication strategy that demonstrates access to their programs/services. The Mississauga Halton LHIN may request a review of the strategy at any time for programs and services funded by the LHIN. The HSP is required to provide a copy of any news release to LHIN communications.
- In addition to Article 9.2 (b) in the M-SAA, permission for use of the LHIN logo is required for any HSP material being re-printed or re-designed.

3.6 Client Satisfaction Survey

- HSPs to provide an annual summary report on Client Satisfaction Survey results related to the explanatory indicators in the 2014-17 M-SAA under client experience. Survey response rates will be included in the summary report. The client experience survey will include 3 questions measuring the clients' care experience. The questions will be substantially similar to:
 1. Overall care received;
 2. Enough say about care treatment; and
 3. Treated you with dignity and respect.
- The client experience survey must use a rating scale of:
 - a) Completely dissatisfied
 - b) Dissatisfied
 - c) Neither satisfied or dissatisfied
 - d) Satisfied
 - e) Very satisfied

3.7 Multi-LHIN Service Providers

- HSPs that provide LHIN funded programs/services in more than one LHIN with one M-SAA who plans changes that will impact service levels, volumes and/or scope of services must discuss the proposed changes with their lead LHIN for approval. The lead LHIN will collaborate with the affected LHIN(s) and may involve them in discussions with the HSP.

3.8 For Identified HSPs:

- An HSP, program or service identified by the former District Health Council, the Health Services Restructuring Commission or by the LHIN required to provide services in French.
 - (i) Each identified HSP must complete and submit to the LHIN Lead, Health System Development and French Language Services, a French Language Services Implementation Plan for 2014-17.
 - (ii) As part of the FLS Implementation Plan, the identified HSP will set yearly targets in each of the key results areas with specific deadlines.
 - (iii) Each identified HSP will report on the progress of the French Language Services Implementation Plan on a bi-yearly basis. Each identified HSP will complete a French Language Services report, which will be sent to the LHIN Lead, Health System Development and French Language Services, for monitoring purposes by the following dates for each fiscal year:
 - a. March 31
 - b. September 30
- 2. Identified HSPs will work and collaborate with the French Language Health Planning Entity, Reflect Salvéo, to increase access and accessibility to French Language Services.
- 3. To identify Francophones in Ontario, HSPs are asked to incorporate the following questions (as adopted by the FLS Entities) to their initial intake/assessment processes:
 - 1. What is your mother tongue?
A: French, English, and Other

 - 2. If your mother tongue is neither French nor English, in which of Canada's official languages are you most comfortable?
A: French, English

3.9 Management Letter

- HSPs are required to submit their management letter from their auditors along with their audited financial statements and ARR by June 30th in each fiscal year.

4.0 Health Equity

- HSPs will adopt and incorporate a health equity lens into their program planning and service delivery. This phased adoption will include:
 - Develop a corporate understanding and awareness of health equity, including use of the Ontario Health Equity Impact Assessment Tool (HEIA) by March 2015.
 - Knowledge transfer of the HEIA Tool inclusive of the Workbook and Assessment Tool to all HSPs to be completed by March 31, 2015;
 - Implementation of the HEIA Action Plan into program service delivery, to be completed by March 31, 2016; and
 - Evaluation of the HEIA tool in program service delivery, to be completed by March 31, 2017.

4.1 Hospice Palliative Care

- HSPs will be required to contribute to the overall indicator of reducing the total number of hospital days attributed to palliative care from April 1, 2014-March 31, 2017 period.

** Further information will be forthcoming. **

SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

Project Funding Agreement Template

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

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

XXX LOCAL HEALTH INTEGRATION NETWORK (the “LHIN”)

- and -

[Legal Name of the Health Service Provider] (the “HSP”)

WHEREAS the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the “SAA”) for the provision of Services and now wish to set out the terms of pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the “Project”);

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

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

“Project Funding” means the funding for the Services;

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

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

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

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

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

5.0 Representatives for PFA.

(a) The HSP’s Representative for purposes of this PFA shall be [insert name,

SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.

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

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

- (a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.
- (b) [insert any additional terms and conditions that are applicable to the Project]

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

[insert name of HSP]

By:

[insert name and title]

[XX] Local Health Integration Network

By:

[insert name and title.]

SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

APPENDIX A: SERVICES

1. DESCRIPTION OF PROJECT
2. DESCRIPTION OF SERVICES
3. OUT OF SCOPE
4. DUE DATES
5. PERFORMANCE TARGETS
6. REPORTING
7. PROJECT ASSUMPTIONS
8. PROJECT FUNDING

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

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

SCHEDULE G – FORM OF COMPLIANCE DECLARATION

DECLARATION OF COMPLIANCE

Issued pursuant to the M-SAA effective April 1, 2014

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

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

Date: [insert date]

Re: [insert date range - April 1, 201X –March 31, 201x] (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

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

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

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

- (i) Article 4.8 of the M-SAA concerning applicable procurement practices;
- (ii) The *Local Health System Integration Act, 2006*; and
- (iii) The *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

[insert name of Chair], [insert title]

Schedule G – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

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

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August 1, 2014

Electronic Delivery Only

Ms. Ulla Rose
District Executive Director
Victorian Order of Nurses for Canada – Ontario Branch
78 William Street
Mississauga ON L5M 1J3

Dear Ms. Rose:

Re: Wage Enhancement for Personal Support Services

The Mississauga Halton Local Health Integration Network (the “LHIN”) is pleased to advise you that the Victorian Order of Nurses for Canada – Ontario Branch (the “HSP”) will be provided with up to \$104,400 in base funding (the “Funding”) for the 2014-15 funding year (the “Funding Year”) to support the Personal Support Worker Workforce Stabilization Strategy. As part of this strategy, the Ontario government is providing Funding to support an incremental hourly wage increase for workers providing LHIN-funded home and community personal support services (“PSS”).

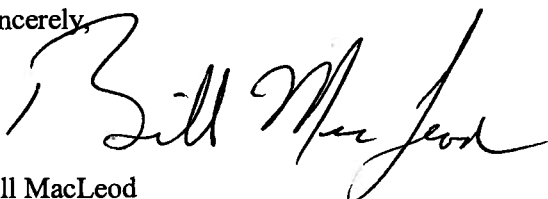
Details of the Funding and the terms and conditions on which it will be provided (the “Terms and Conditions”) are set out in Appendix A which will take effect immediately.

Subject to the HSP’s acceptance of the Funding and the conditions on which it is provided, the Multi-Sector Service Accountability Agreement (“M-SAA”) will be amended with effect as of the date of this letter. To the extent that there are any conflicts between what is in the M-SAA and what has been added to the M-SAA by this letter, this letter including the Terms and Conditions will govern in respect of the Funding. All other terms and conditions in the M-SAA will remain the same.

Please indicate the HSP’s acceptance of the Funding, the conditions on which it is provided, and the HSP’s agreement to the amendment of the M-SAA by signing below and returning one scanned copy of this letter by e-mail no later than the end of business day on August 6, 2014 to: Maria Fernandes (the “LHIN Contact”) via email at maria.fernandes@lhins.on.ca.

Should you have any questions regarding the information provided in this letter, please contact Paulette Zulianello, Senior Director, Finance & Risk, Mississauga Halton LHIN at 905-337-7131 Ext. 216 or via email at Paulette.Zulianello@lhins.on.ca.

Sincerely,



Bill MacLeod
Chief Executive Officer

Encl: Appendix A, Schedule A and Schedule B.

- c: Lynn Power, National Board Chair, Victorian Order of Nurses for Canada – Ontario Branch
- Judy Bowyer, Senior Director, Health System Performance, Mississauga Halton LHIN
- Paulette Zulianello, Senior Director, Finance & Risk, Mississauga Halton LHIN

AGREED TO AND ACCEPTED BY

Victorian Order of Nurses for Canada – Ontario Branch

By:

Ulla Rose, District Executive Director
I have authority to bind the Victorian Order of Nurses for Canada – Ontario Branch

Date: _____
mm/dd/yyyy

And By:

Lynn Power, National Board Chair
I have authority to bind the Victorian Order of Nurses for Canada – Ontario Branch

Date: _____
mm/dd/yyyy

Appendix A

1. **Name of Health Service Provider:** Victoria Order of Nurses for Canada – Ontario Branch
2. **Funding:** up to \$104,400 including up to 16 per cent of funding towards employer statutory contributions, as applicable for the 2014-2015 funding year based on 60,000 PSS hours.

PSS Wage Enhancement Allocation	\$90,000
Employer Statutory Contributions	\$14,400
Total Funding	\$104,400

3. **Terms and Conditions of Funding** (the “Terms and Conditions”):

The HSP acknowledges and agrees that:

- (i) The Funding is provided subject to the Personal Support Services Wage Enhancement Directive (the “Directive”), a copy of which is attached hereto as Schedule A.
- (ii) The Directive is hereby incorporated into Schedule D of the M-SAA.
- (iii) Funding will be used exclusively for the increase in wages, as set out above in paragraph 2, and in the Directive. It cannot be used to support any other costs. It cannot be reallocated to other initiatives.
- (iv) It will confirm compliance with the Directive and the Terms and Conditions and will submit a completed Certification of Compliance, in the form attached as Schedule B to the LHIN by October 31, 2014.
- (v) The completed Certification of Compliance must be signed by the highest ranking officer of the HSP and confirmed by its Board of Directors.
- (vi) It will promptly bring issues of non-compliance with the Directive or the relevant requirements of this letter to the attention of the LHIN.
- (vii) It will maintain appropriate financial records for the Funding in accordance with the M-SAA.
- (viii) It will report all allocated Funding in accordance with the M-SAA reporting requirements and will provide such other reports as required by the LHIN (“Reporting”).
- (ix) The LHIN may make in-year adjustments related to the Funding based on the Reporting.
- (x) Funding will be reconciled as part of the Ministry’s annual settlement process.
- (xi) Unspent funds and funds not used for the intended and approved purposes will be recovered.

4. Government Transformation of Public Services:

The government remains committed to eliminating the deficit by 2017-2018 while focusing on priorities in healthcare, education and job creation. That commitment includes moving forward to transform the public services by changing the way programs and services are delivered. The Broader Public Service (“BPS”) plays a critical role in providing services to the people of Ontario and the government has always valued, and will continue to value that work.

- a. Compensation costs account for over 50 per cent of Ontario funded program spending. To meet the government's fiscal targets, all compensation costs must be addressed within Ontario's existing fiscal framework which includes no funding for incremental compensation increases for new collective agreements.
- b. Ontario is expecting all public sector partners, including employers and bargaining agents, to work together to control current and future compensation costs including wages, benefits and pensions.
- c. Employers and bargaining agents should look to mechanisms such as productivity improvements as a way to achieve fiscal and service delivery goals.
- d. The *Broader Public Sector Accountability Act, 2010*, implements compensation restraint measures for designated executives at hospitals, universities, colleges, school boards and designated organizations. The restraint measures are effective March 31, 2012, and are in place until the deficit is eliminated in 2017-18.
- e. Decisions related to compensation for non-executives who are not governed by collective agreements should live within fiscal targets.
- f. Notwithstanding compensation restraint, the government is providing funding to increase the wages of individuals providing LHIN-funded PSS in the home and community care sector.

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July 15, 2015

Electronic Delivery Only

Ms. Ulla Rose
District Executive Director
Victorian Order of Nurses Canada – Ontario Branch
78 William Street
Mississauga ON L5M 1J3

Re: 2015/16 One-time Assess & Restore Funding: SMART Enhanced

Dear Ms. Rose:

The Mississauga Halton Local Health Integration Network (the “LHIN”) is pleased to advise that the Victorian Order of Nurses for Canada – Ontario Branch (the “HSP”) has been approved to receive a one-time funding investment of \$198,015 for the 2015/16 fiscal year to support the initiative: Seniors Maintaining Active Roles Together (SMART) Enhanced In-Home Program, as aligned to the Assess and Restore Provincial Guidelines: www.health.gov.on.ca/en/pro/programs/assessrestore/

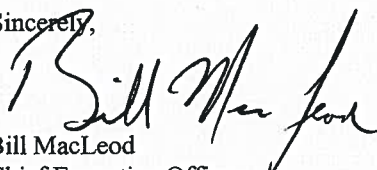
This funding is subject to the same terms and conditions that are set out in the HSP’s existing Service Accountability Agreement with the LHIN (the “SAA”). Details of the funding and terms and conditions on which it will be provided (the “Terms and Conditions”) are set out in Appendix A. All other terms and conditions in the SAA will remain the same. Any funds that have not met the condition at year-end or any unspent funds are subject to recovery. The HSP is also required to maintain financial records for this allocation for year-end audit and evaluation by the LHIN, if requested.

Subject to the HSP’s agreement, the SAA between the HSP and the LHIN will be amended with effect as of the date of this letter. Please indicate the HSP’s acceptance of the proposed funding, the conditions in which it is provided, and the HSP’s agreement to the amendment of the SAA by signing below and returning one copy of this letter to the LHIN, attention Maria Fernandes via email, at maria.fernandes@lhins.on.ca within 2 weeks of the date of this letter.

Should you have any questions regarding the information provided in this letter, please contact Michelle Collins, Senior Lead, Health System Performance at (905) 337-7131 ext.225 or via email michelle.collins@lhins.on.ca.

Thank you for your dedication and commitment to healthcare and the important service your organization provides to the residents of the Mississauga Halton LHIN.

Sincerely,


Bill MacLeod
Chief Executive Officer

Page 1 of 4

Encl: Appendix A

c: Heather MacArthur, Manager, VON Canada-Ontario Branch-Peel Site
Judy Bowyer, Senior Director, Health System Performance, Mississauga Halton LHIN

AGREED TO AND ACCEPTED BY

Victorian Order of Nurses for Canada – Ontario Branch – Peel Site

By:

Ulla Rose, District Executive Director, I have the authority to bind the Victorian Order of Nurses for Canada – Ontario Branch – Peel Site

Date: _____

And By:

Lynn Power, National Board Chair, I have the authority to bind the Victorian Order of Nurses for Canada – Ontario Branch – Peel Site

Date: _____



Appendix A

1. **Health Service Provider (the “HSP”):** Victorian Order of Nurses for Canada – Ontario Branch – Peel Site
2. **Initiative:** One-time Assess and Restore Funding; SMART Enhanced
3. **Terms and Conditions of Funding:**
 - 3.1. **Funding and Performance Deliverables of the Program.**

The HSP acknowledges and agrees that:

2015/16 One-Time Funding	Performance Deliverables
<p style="text-align: center;">\$198,015</p>	<p>Using the evidence-based, nationally accredited SMART™ (Seniors Maintain Active Roles Together) program, the Victorian Order of Nurses for Canada (VON) will offer a highly coordinated and integrated program within the Mississauga Halton LHIN, primarily within the Southwest and East Mississauga Health Links as a component of the Mississauga Halton LHIN Assess and Restore(A&R) model of service delivery, SMART Enhanced.</p> <p>The program is an upstream approach to restore frail elderly, high risk seniors who have had recent decline in functional abilities and would benefit from formal therapeutic services with clearly defined functional goals and that have restorative potential, but are not appropriate for facility based A&R.</p> <p>The frail seniors eligible for A&R are those who:</p> <ul style="list-style-type: none"> • had a positive complexity marker and frailty marker, as defined by ICES • were long-stay home care clients; and • had experienced a functional decline within 90 days prior to being assessed, based on the interRAI assessment item for Activities of Daily Living (ADL) loss <p>All Clients will be initially screened using the Assessment Urgency Algorithm(AUA):</p> <ul style="list-style-type: none"> • Those clients who rate high (6) on the AUA will go directly for a comprehensive Geriatric Assessment. • Those clients who rate low to moderate (1-5) will be assessed using the interRAI CHA and who meet the criteria for the SMART Enhanced Program, will meet with VON staff, in most cases the Kinesiologist, to develop a care plan. <p>SMART Enhanced Overview:</p> <ul style="list-style-type: none"> • Initial Intake/Assessment • 6 week program with 2 visits per week provided in the client’s home <p># of clients to be served 250</p>

Performance Measurement	
Deliverable	Outcomes to be measured include, but are not limited to, the list below. Technical specification sheet to be forwarded by September 2015 as Appendix B
Accessible and Sustainable Health Care: <ul style="list-style-type: none"> • Increases capacity • Prevents functional decline • Improves outcomes 	Individuals Served: <ul style="list-style-type: none"> • Number of frail seniors served • Number of frail seniors assessed • Measurement of patient experience • Participant pre-post functional mobility outcome measure • Total LOS for SMART enhanced client • Reduction in caregiver burden • Decreased Falls of client population pre-post • Discharge destination • % of unplanned, less-urgent ED visits within the first 30 days of discharge from hospital • % of LTC placements where home care client could have stayed home or somewhere else in the community • # of incremental attendances/visits provided as a result of this funding • Quality of Life (QoL) measure pre-post intervention
Enhanced Community Capacity: <ul style="list-style-type: none"> • Enables people to stay in their homes longer • Provides integrated services that brings care closer to home 	
Optimal Health – Mental and Physical: <ul style="list-style-type: none"> • Encourages healthy habits and disease prevention 	
High Quality Person- Centred Care: <ul style="list-style-type: none"> • Supports and fosters a quality culture across the continuum of care • Value people’s experiences to support system improvement • Apply a health equity lens for the delivery of health care services 	

3.2. Other Funding Matters: The HSP acknowledges and agrees that:

- a. The Funding is provided pursuant to the terms and conditions of the Service Accountability Agreement (the “SAA”). To the extent that there are any conflicts between what is in the SAA and is added to the SAA by this letter, the terms and conditions in this letter, including Appendix A, will govern. All other terms and conditions in the SAA will remain the same;
- b. It will use the funding for the specific purpose of supporting the delivery of the initiative as explained in Section 3.1 above. Funding will not be diverted to funding increases in employee compensation;
- c. Funding will be used by March 31, 2016. Unspent funding or funding used for purposes not authorized by these terms and conditions are subject to recovery by the LHIN.

3.3 Reporting: The HSP agrees to provide:

- a. The agency will include all revenue and expenses for this initiative and as well as statistical information with the quarterly actual/forecast through SRI.
- b. If other reports are required by the LHIN, a template with instructions will be provided.

Proposed Budget

	Total
Revenues	
LHIN	186,265
One Time Funding LHIN	11,750
Total Revenues	198,015
Expenditures – Compensation (salary & benefits)	
Kinesiologist	57,836
2 Exercise Leaders	82,836
Training/Annual License Fees	5,000
Total Direct Expenditures	145,672
Indirect Expenses	
Risk Management/Finance/Quality, HR/ IT	18,593
Program Supplies and Equipment	10,000
Phones	3,000
Mileage	5,000
Office Supplies	4,000
Building Occupancy	In Kind
Total Indirect Expense	40,593
One Time Funding	
Computers and Software	7,750
Marketing	4,000
Total One Time Funding	11,750
Total Expenses	198,015 (FINAL ONE-TIME BUDGET)

Proposed Budget

Revenue		Expenses - Construction (Salary & benefits)	
Total	180,000	Total Direct Expenses	140,000
	11,750	Salaries	50,000
	168,250	Construction Related Fees	5,000
		Permits	20,000
		Materials	65,000
		One Time Funding	1,750
		Construction and Software	4,000
		Meeting	1,000
		Total One Time Funding	11,750
		Total Expenses	151,750

THE OFFICE OF THE ONE-TIME BUDGET

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March 3, 2015

Ms. Heather MacArthur
Interim District Executive Director
Victorian Order of Nurses for Canada - Ontario Branch
78 William Street
Mississauga ON L5M 1J3

Dear Ms. MacArthur,

Re: 2014-17 Multi-Sector Service Accountability Agreement

When the Mississauga Halton Local Health Integration Network (the "LHIN") and the Victorian Order of Nurses for Canada - Ontario Branch (the "HSP") entered into a Multi-Sector Service Accountability Agreement for a three-year term (the "M-SAA") effective April 1, 2014, the budgeted financial data, service activities and performance indicators for the second and third year of the agreement (fiscal years 2015/16 and 2016/17) were replicated based on 2014/15 planning assumptions. The LHIN would now like to update the M-SAA to include the required financial, service activity and performance expectations for 2015/16 fiscal year to Schedules B, C, D and E (the "Schedules").

Subject to the HSP's agreement, the M-SAA will come into effect April 1, 2015 by adding Schedules B, C, D and E as included in and attached to this letter.

To the extent that there are any conflicts between the current M-SAA and this amendment, the amendment will govern in respect of the Schedules. All other terms and conditions in the M-SAA will remain the same.

Please indicate the HSP's acceptance of, and agreement to the Schedules, by signing below and returning by mail, one original copy of this letter to the Mississauga Halton LHIN to the attention of Ms. Kim Hulshof, Administrative Assistant, Health System Performance within 2 weeks of receipt. If you have any questions or concerns please contact Carrie Parkinson, Senior Lead, Health System Performance at Carrie.Parkinson@lhins.on.ca.

The LHIN appreciates your team's collaboration during the 2015/16 M-SAA refresh process. We look forward to maintaining a strong working relationship with you.

Sincerely,



Graeme Goebelle
Board Chair
Mississauga Halton LHIN



Bill MacLeod
Chief Executive Office
Mississauga Halton LHIN

cc: Neil Stuart, National Board Chair, Victorian Order of Nurses for Canada - Ontario Branch
Judy Bowyer, Senior Director, Health System Performance, Mississauga Halton LHIN
Mirella Semple, Executive Lead, Health System Performance, Mississauga Halton LHIN

Encl.: Appendix 1
Schedules B, C, D and E

APPENDIX 1

AGREED TO AND ACCEPTED BY:

Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

By:

Jo-Anne Poirier, Chief Executive Officer

Date _____

Heather MacArthur, Interim District Executive Director

I have the authority to bind the Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

And By:

Neil Stuart, National Board Chair

Date _____

I have the authority to bind the Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

APPENDIX 1

AGREED TO AND ACCEPTED BY:

Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

By:



Date March 30, 2015

~~Heather MacArthur, Interim District Executive Director~~ Jo-Anne Poirier, Chief Executive Officer

I have the authority to bind the Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

And By:



Date March 30, 2015

Neil Stuart, National Board Chair

I have the authority to bind the Victorian Order of Nurses for Canada-Ontario Branch-Peel Site



Ontario

Local Health Integration
Network
Réseau local d'intégration
des services de santé

**Schedule B1: Total LHIN Funding
2015-2017**

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHSR VERSION 9.0	2015-2016 Plan Target	2016-2017 Plan Target
REVENUE				
LHIN Global Base Allocation	1	F 11006	\$2,288,466	\$2,288,466
HBAM Funding (CCAC only)	2	F 11005	\$0	\$0
Quality-Based Procedures (CCAC only)	3	F 11004	\$0	\$0
MOHLTC Base Allocation	4	F 11010	\$0	\$0
MOHLTC Other funding envelopes	5	F 11014	\$0	\$0
LHIN One Time	6	F 11008	\$0	\$0
MOHLTC One Time	7	F 11012	\$0	\$0
Paymaster Flow Through	8	F 11019	\$0	\$0
Service Recipient Revenue	9	F 11050 to 11090	\$89,000	\$89,000
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$2,377,466	\$2,377,466
Recoveries from External/Internal Sources	11	F 120*	\$0	\$0
Donations	12	F 140*	\$5,000	\$5,000
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0	\$0
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$5,000	\$5,000
TOTAL REVENUE	FUND TYPE 2	15	Sum of Rows 10 and 14	\$2,382,466
EXPENSES				
Compensation				
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$1,679,478	\$1,679,478
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$295,737	\$295,737
Employee Future Benefit Compensation	19	F 305*	\$0	\$0
Physician Compensation	20	F 390*	\$0	\$0
Physician Assistant Compensation	21	F 390*	\$0	\$0
Nurse Practitioner Compensation	22	F 380*	\$0	\$0
Physiotherapist Compensation (Row 128)	23	F 350*	\$0	\$0
Chiropractor Compensation (Row 129)	24	F 390*	\$0	\$0
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	\$0	\$0
Sessional Fees	26	F 39092	\$0	\$0
Service Costs				
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	\$0	\$0
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$372,226	\$372,226
Community One Time Expense	29	F 69596	\$0	\$0
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	\$12,725	\$12,725
Amortization on Major Equip, Software License & Fees	31	F 750*, 780*	\$0	\$0
Contracted Out Expense	32	F 8*	\$0	\$0
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$22,300	\$22,300
Building Amortization	34	F 9*	\$360	\$360
TOTAL EXPENSES	FUND TYPE 2	35	Sum of Rows 17 to 34	\$2,382,826
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	(\$360)	(\$360)
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$360	\$360
SURPLUS/DEFICIT Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	\$0	\$0
FUND TYPE 3 - OTHER				
Total Revenue (Type 3)	39	F 1*	\$10,456,000	\$10,456,000
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$10,258,000	\$10,258,000
NET SURPLUS/(DEFICIT)	FUND TYPE 3	41	Row 39 minus Row 40	\$198,000
FUND TYPE 1 - HOSPITAL				
Total Revenue (Type 1)	42	F 1*	\$0	\$0
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	\$0
NET SURPLUS/(DEFICIT)	FUND TYPE 1	44	Row 42 minus Row 43	\$198,000
ALL FUND TYPES				
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$12,838,826	\$12,838,826
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$12,640,826	\$12,640,826
NET SURPLUS/(DEFICIT)	ALL FUND TYPES	47	Row 45 minus Row 46	\$198,000
Total Admin Expenses Allocated to the TPBEs				
Undistributed Accounting Centres	48	82*	\$0	\$0
Admin & Support Services	49	72 1*	\$416,174	\$416,174
Management Clinical Services	50	72 5 05	\$0	\$0
Medical Resources	51	72 5 07	\$0	\$0
Total Admin & Undistributed Expenses	52	Sum of Rows 46-50 (included in Fund Type 2 expenses above)	\$416,174	\$416,174

**Schedule B2: Clinical Activity- Summary
2015-2017**

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

Service Category 2015-2016 Budget	OHRs Framework Level 3	Full-time equivalents (FTE)	Visits F2F, Tel., In-House, Cont. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In-House & Contracted Out	Inpatient/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions (# of group sessions-not individuals)	Meal Delivered-Combined	Group Participant Attendances (Reg & Non-Reg)	Service Provider Interactions	Service Provider Group Interactions	Mental Health Sessions
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	44	7,800	0	0	47,205	804	4,350	0	0	0	0	0	0

Service Category 2016-2017 Budget	OHRs Framework Level 3	Full-time equivalents (FTE)	Visits F2F, Tel., In-House, Cont. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In-House & Contracted Out	Inpatient/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions (# of group sessions-not individuals)	Meal Delivered-Combined	Group Participant Attendances (Reg & Non-Reg)	Service Provider Interactions	Service Provider Group Interactions	Mental Health Sessions
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	44	7,800	0	0	47,205	804	4,350	0	0	0	0	0	0

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

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

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

OHRs/MIS Trial Balance Submission (through OHFS)	
2014-2015	Due Dates (Must pass 3c Edits)
2014-15 Q1	<i>Not required 2014-15</i>
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 30, 2015
2015-16	Due Dates (Must pass 3c Edits)
2015-16 Q1	<i>Not required 2015-16</i>
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
2016-17	Due Dates (Must pass 3c Edits)
2016-17 Q1	<i>Not required 2016-17</i>
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 31, 2017

Supplementary Reporting - Quarterly Report (through SRI)	
2014-2015	Due five (5) business days following Trial Balance Submission Due Date
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
2015-2016	Due five (5) business days following Trial Balance Submission Due Date
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
2016-2017	Due five (5) business days following Trial Balance Submission Due Date
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 – Supplementary Reporting Due

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

Annual Reconciliation Report (ARR) through SRI and paper copy submission*

(All HSPs must submit both paper copy ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided; soft copy to be provided through SRI)

Fiscal Year	Due Date
2014-15 ARR	June 30, 2015
2015-16 ARR	June 30, 2016
2016-17 ARR	June 30, 2017

Board Approved Audited Financial Statements *

Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Declaration of Compliance

Fiscal Year	Due Date
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Community Support Services – Other Reporting Requirements

Requirement	Due Date
French language service report through SRI	2014-15 - April 30, 2015
	2015-16 - April 30, 2016
	2016-17 April 30, 2017

**SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY SUPPORT SERVICES**

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

<ul style="list-style-type: none">▪ Personal Support Services Wage Enhancement Directive, 2014
<ul style="list-style-type: none">▪ Community Financial Policy, 2015
<ul style="list-style-type: none">▪ Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
<ul style="list-style-type: none">▪ Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
<ul style="list-style-type: none">▪ Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
<ul style="list-style-type: none">▪ Community Support Services Complaints Policy (2004)
<ul style="list-style-type: none">▪ Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
<ul style="list-style-type: none">▪ Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
<ul style="list-style-type: none">▪ Screening of Personal Support Workers (2003)
<ul style="list-style-type: none">▪ Ontario Healthcare Reporting Standards – OHRs/MIS – most current version available to applicable year
<ul style="list-style-type: none">▪ Guideline for Community Health Service Providers Audits and Reviews, August 2012

Schedule E1: Core Indicators

2015-2017

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

Performance Indicators	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	>=0	\$0	>=0
Proportion of Budget Spent on Administration	17.5%	14 - 21%	17.5%	14 - 21%
**Percentage Total Margin	1.57%	>= 0%	1.57%	>= 0%
Percentage of Alternate Level of Care (ALC) days (closed cases)	0.0%	<0%	0.0%	<0%
Variance Forecast to Actual Expenditures	0	< 5%	0	< 5%
Variance Forecast to Actual Units of Service	0	< 5%	0	< 5%
Service Activity by Functional Centre	Refer to Schedule E2a	-	Refer to Schedule E2a	-
Number of Individuals Served	Refer to Schedule E2a	-	Refer to Schedule E2a	-

Explanatory Indicators
Cost per Unit Service (by Functional Centre)
Cost per Individual Served (by Program/Service/Functional Centre)
Client Experience
Budget Spent on Administration- AS General Administration 72 1 10
Budget Spent on Administration- AS Information Systems Support 72 1 25
Budget Spent on Administration- AS Volunteer Services 72 1 40
Budget Spent on Administration- AS Plant Operation 72 1 55

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

Schedule E2a: Clinical Activity- Detail

2015-2017

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

OHRs Description & Functional Centre		2015-2016		2016-2017	
		Target	Performance Standard	Target	Performance Standard
¹ These values are provided for information purposes only. They are not Accountability Indicators.					
Administration and Support Services 72 1*					
Full-time equivalents (FTE)	72 1*	1.70	n/a	1.70	n/a
Total Cost for Functional Centre	72 1*	\$416,174	n/a	\$416,174	n/a
CSS IH - Social and Congregate Dining 72 5 82 12					
Full-time equivalents (FTE)	72 5 82 12	4.35	n/a	4.35	n/a
Individuals Served by Functional Centre	72 5 82 12	160	128 - 192	160	128 - 192
Attendance Days Face-to-Face	72 5 82 12	4,350	3915 - 4785	4,350	3915 - 4785
Total Cost for Functional Centre	72 5 82 12	\$179,742	n/a	\$179,742	n/a
CSS IH - Assisted Living Services 72 5 82 45					
Full-time equivalents (FTE)	72 5 82 45	37.17	n/a	37.17	n/a
Inpatient/Resident Days	72 5 82 45	47,205	44845 - 49565	47,205	44845 - 49565
Individuals Served by Functional Centre	72 5 82 45	169	135 - 203	169	135 - 203
Total Cost for Functional Centre	72 5 82 45	\$1,664,049	n/a	\$1,664,049	n/a
CSS IH - Visiting - Social and Safety 72 5 82 60					
Full-time equivalents (FTE)	72 5 82 60	2.33	n/a	2.33	n/a
Visits	72 5 82 60	7,800	7410 - 8190	7,800	7410 - 8190
Individuals Served by Functional Centre	72 5 82 60	475	380 - 570	475	380 - 570
Total Cost for Functional Centre	72 5 82 60	\$122,861	n/a	\$122,861	n/a
ACTIVITY SUMMARY					
Total Full-Time Equivalents for all F/C		45.55	n/a	45.55	n/a
Total Visits for all F/C		7,800	7410 - 8190	7,800	7410 - 8190
Total Inpatient/Resident Days for all F/C		47,205	44845 - 49565	47,205	44845 - 49565
Total Individuals Served by Functional Centre for all F/C		804	683 - 925	804	683 - 925
Total Attendance Days for all F/C		4,350	3915 - 4785	4,350	3915 - 4785
Total Cost for All F/C		\$2,382,826	n/a	\$2,382,826	n/a

Schedule E2d: CSS Sector Specific Indicators

2015-2017

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

Performance Indicators	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
No Performance Indicators	-	-	-	-
Explanatory Indicators				
# Persons waiting for service (by functional centre)				

Schedule E3a Local: All 2015-2017

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

3.1

Governance

Health Service Providers' (HSP) Boards are to ensure that as part of their on-going comprehensive recruitment, orientation and development process for Board members that they incorporate governance training utilizing current best practice knowledge. The HSP is to provide sign off during the Q4 submission that the activity is in place.

The Health Service Providers' Boards are required to complete the Mississauga Halton LHIN's "Governance Guidelines for Community Health Service Providers" on an annual basis. The HSP Board Chair is to provide sign-off during the Q4 submission that this activity has been completed for the fiscal year and that the Board is working to address any identified gaps.

3.2

Board Self-Assessment

HSP's Board is required to complete a Board self-assessment on an annual basis. The HSP Board Chair is to provide sign-off during the Q4 submission that this activity has been completed for the fiscal year.

3.3

Accreditation

The HSP is required to maintain on-going accreditation status both for their organization and their Governance, and to inform the LHIN each time accreditation is awarded.

3.4

Mississauga Halton LHIN Sector Meetings

HSP must ensure Chief Executive Officer (CEO) / Executive Director or senior management delegate representation at all scheduled Mississauga Halton LHIN Sector Meetings and other meetings that may be scheduled from time to time.

3.5

Communication

HSP is required to have a board approved and signed off communication strategy that demonstrates access to their programs/services. The Mississauga Halton LHIN may request a review of the strategy at any time for programs and services funded by the LHIN. The HSP is required to provide a copy of any news release to LHIN communications.

In addition to Article 9.2 (b) in the M-SAA, permission for use of the LHIN logo is required for any HSP material being re-printed or re-designed.

3.6

Client Satisfaction Survey

HSPs to provide an annual summary report on Client Satisfaction Survey results related to the explanatory indicators in the 2014-17 M-SAA under client experience. Survey response rates will be included in the summary report. The client experience survey will include 3 questions measuring the clients' care experience. The questions will be substantially similar to:

1. Overall care received;
2. Enough say about care treatment; and
3. Treated you with dignity and respect.

The client experience survey must use a rating scale of:

- a) Completely dissatisfied
- b) Dissatisfied
- c) Neither satisfied or dissatisfied
- d) Satisfied
- e) Very satisfied

3.7

Multi-LHIN Service Providers

HSPs that provide LHIN funded programs/services in more than one LHIN with one M-SAA who plans changes that will impact service levels, volumes and/or scope of services must discuss the proposed changes with their lead LHIN for approval. The lead LHIN will collaborate with the affected LHIN(s) and may involve them in discussions with the HSP.

**Schedule E3a Local: All
2015-2017**

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

3.8

For Identified HSPs:

An HSP, program or service identified by the former District Health Council, the Health Services Restructuring Commission or by the LHIN required to provide services in French.

(i) Each identified HSP must complete and submit to the LHIN Lead, Health System Development and French Language Services, a French Language Services Implementation Plan for 2014-17.

(ii) As part of the FLS Implementation Plan, the identified HSP will set yearly targets in each of the key results areas with specific deadlines.

(iii) Each identified HSP will report on the progress of the French Language Services Implementation Plan on a bi-yearly basis. Each identified HSP will complete a French Language Services report, which will be sent to the LHIN Lead, Health System Development and French Language Services, for monitoring purposes by the following dates for each fiscal year:

a. March 31 b. September 30

2. Identified HSPs will work and collaborate with the French Language Health Planning Entity, Reflect Salvéo, to increase access and accessibility to French Language Services.

3. To identify Francophones in Ontario, HSPs are asked to incorporate the following questions (as adopted by the FLS Entities) to their initial intake/assessment processes:

1. What is your mother tongue? A: French, English, and Other

2. If your mother tongue is neither French nor English, in which of Canada's official languages are you most comfortable? A: French, English

3.9

Management Letter

HSPs are required to submit their management letter from their auditors along with their audited financial statements and ARR by June 30th in each fiscal year.

4.0

Health Equity

HSPs will adopt and incorporate a health equity lens into their program planning and service delivery. This phased adoption will include:

Develop a corporate understanding and awareness of health equity, including use of the Ontario Health Equity Impact Assessment Tool (HEIA) by March 2015.

Knowledge transfer of the HEIA Tool inclusive of the Workbook and Assessment Tool to all HSPs to be completed by March 31, 2015;

Implementation of the HEIA Action Plan into program service delivery, to be completed by March 31, 2016; and

Evaluation of the HEIA tool in program service delivery, to be completed by March 31, 2017

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Toll Free: 1 866 371-5446
Fax: 905 337-8330
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Oakville, ON L6K 3V3
Téléphone : 905 337-7131
Sans frais : 1 866 371-5446
Télécopieur : 905 337-8330
www.mississaugahaltonlhin.on.ca

March 3, 2015

Ms. Heather MacArthur
Interim District Executive Director
Victorian Order of Nurses for Canada - Ontario Branch
78 William Street
Mississauga ON L5M 1J3

Dear Ms. MacArthur,

Re: 2014-17 Multi-Sector Service Accountability Agreement

When the Mississauga Halton Local Health Integration Network (the "LHIN") and the Victorian Order of Nurses for Canada - Ontario Branch (the "HSP") entered into a Multi-Sector Service Accountability Agreement for a three-year term (the "M-SAA") effective April 1, 2014, the budgeted financial data, service activities and performance indicators for the second and third year of the agreement (fiscal years 2015/16 and 2016/17) were replicated based on 2014/15 planning assumptions. The LHIN would now like to update the M-SAA to include the required financial, service activity and performance expectations for 2015/16 fiscal year to Schedules B, C, D and E (the "Schedules").

Subject to the HSP's agreement, the M-SAA will come into effect April 1, 2015 by adding Schedules B, C, D and E as included in and attached to this letter.

To the extent that there are any conflicts between the current M-SAA and this amendment, the amendment will govern in respect of the Schedules. All other terms and conditions in the M-SAA will remain the same.

Please indicate the HSP's acceptance of, and agreement to the Schedules, by signing below and returning by mail, one original copy of this letter to the Mississauga Halton LHIN to the attention of Ms. Kim Hulshof, Administrative Assistant, Health System Performance within 2 weeks of receipt. If you have any questions or concerns please contact Carrie Parkinson, Senior Lead, Health System Performance at Carrie.Parkinson@lhins.on.ca.

The LHIN appreciates your team's collaboration during the 2015/16 M-SAA refresh process. We look forward to maintaining a strong working relationship with you.

Sincerely,



Graeme Goebelle
Board Chair
Mississauga Halton LHIN



Bill MacLeod
Chief Executive Office
Mississauga Halton LHIN

cc: Neil Stuart, National Board Chair, Victorian Order of Nurses for Canada - Ontario Branch
Judy Bowyer, Senior Director, Health System Performance, Mississauga Halton LHIN
Mirella Semple, Executive Lead, Health System Performance, Mississauga Halton LHIN

Encl.: Appendix 1
Schedules B, C, D and E

APPENDIX 1

AGREED TO AND ACCEPTED BY:

Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

By: 

Date March 30, 2015

~~Heather MacArthur, Interim District Executive Director~~ Jo-Anne Poirier, Chief Executive Officer

I have the authority to bind the Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

And By:



Date March 30, 2015

Neil Stuart, National Board Chair

I have the authority to bind the Victorian Order of Nurses for Canada-Ontario Branch-Peel Site

**Schedule B1: Total LHIN Funding
2015-2017**

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHSR VERSION 9.0	2015-2016 Plan Target	2016-2017 Plan Target
REVENUE				
LHIN Global Base Allocation	1	F 11006	\$2,288,466	\$2,288,466
HBAM Funding (CCAC only)	2	F 11005	\$0	\$0
Quality-Based Procedures (CCAC only)	3	F 11004	\$0	\$0
MOHLTC Base Allocation	4	F 11010	\$0	\$0
MOHLTC Other funding envelopes	5	F 11014	\$0	\$0
LHIN One Time	6	F 11008	\$0	\$0
MOHLTC One Time	7	F 11012	\$0	\$0
Paymaster Flow Through	8	F 11019	\$0	\$0
Service Recipient Revenue	9	F 11050 to 11090	\$89,000	\$89,000
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$2,377,466	\$2,377,466
Recoveries from External/Internal Sources	11	F 120*	\$0	\$0
Donations	12	F 140*	\$5,000	\$5,000
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0	\$0
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$5,000	\$5,000
TOTAL REVENUE	FUND TYPE 2	15	Sum of Rows 10 and 14	\$2,382,466
EXPENSES				
Compensation				
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$1,679,478	\$1,679,478
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$295,737	\$295,737
Employee Future Benefit Compensation	19	F 305*	\$0	\$0
Physician Compensation	20	F 390*	\$0	\$0
Physician Assistant Compensation	21	F 390*	\$0	\$0
Nurse Practitioner Compensation	22	F 380*	\$0	\$0
Physiotherapist Compensation (Row 128)	23	F 350*	\$0	\$0
Chiropractor Compensation (Row 129)	24	F 390*	\$0	\$0
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	\$0	\$0
Sessional Fees	26	F 39092	\$0	\$0
Service Costs				
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	\$0	\$0
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$372,226	\$372,226
Community One Time Expense	29	F 69596	\$0	\$0
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	\$12,725	\$12,725
Amortization on Major Equip. Software License & Fees	31	F 750*, 780*	\$0	\$0
Contracted Out Expense	32	F 8*	\$0	\$0
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$22,300	\$22,300
Building Amortization	34	F 9*	\$360	\$360
TOTAL EXPENSES	FUND TYPE 2	35	Sum of Rows 17 to 34	\$2,382,826
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	(\$360)	(\$360)
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$360	\$360
SURPLUS/(DEFICIT) Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	\$0	\$0
FUND TYPE 3 - OTHER				
Total Revenue (Type 3)	39	F 1*	\$10,456,000	\$10,456,000
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$10,258,000	\$10,258,000
NET SURPLUS/(DEFICIT)	FUND TYPE 3	41	Row 39 minus Row 40	\$198,000
FUND TYPE 1 - HOSPITAL				
Total Revenue (Type 1)	42	F 1*	\$0	\$0
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	\$0
NET SURPLUS/(DEFICIT)	FUND TYPE 1	44	Row 42 minus Row 43	\$198,000
ALL FUND TYPES				
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$12,838,826	\$12,838,826
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$12,640,826	\$12,640,826
NET SURPLUS/(DEFICIT)	ALL FUND TYPES	47	Row 45 minus Row 46	\$198,000
Total Admin Expenses Allocated to the TPBEs				
Undistributed Accounting Centres	48	82*	\$0	\$0
Admin & Support Services	49	72 1*	\$416,174	\$416,174
Management Clinical Services	50	72 5 05	\$0	\$0
Medical Resources	51	72 5 07	\$0	\$0
Total Admin & Undistributed Expenses	52	Sum of Rows 48-50 (Included in Fund Type 2 expenses above)	\$416,174	\$416,174

**Schedule B2: Clinical Activity- Summary
2015-2017**

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

Service Category 2015-2016 Budget	ONRS Framework Level 3	Full-time equivalents (FTE)	Yield F/P, Td, Jn Issues, Cost. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In Home & Controlled Out	Agencies/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions # of group sessions (not individuals)	Real Delivered-Combined	Group Participation Attendance (Reg & Non-Reg)	Service Provider Interactions	Service Provider Group Interactions	Minimal Health Sessions
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	44	7,800	0	0	47,205	804	4,350	0	0	0	0	0	0

Service Category 2016-2017 Budget	ONRS Framework Level 3	Full-time equivalents (FTE)	Yield F/P, Td, Jn Issues, Cost. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In Home & Controlled Out	Agencies/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions # of group sessions (not individuals)	Real Delivered-Combined	Group Participation Attendance (Reg & Non-Reg)	Service Provider Interactions	Service Provider Group Interactions	Minimal Health Sessions
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	44	7,800	0	0	47,205	804	4,350	0	0	0	0	0	0

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

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

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

OHRs/MIS Trial Balance Submission (through OHFS)	
2014-2015	Due Dates (Must pass 3c Edits)
2014-15 Q1	<i>Not required 2014-15</i>
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 30, 2015
2015-16	Due Dates (Must pass 3c Edits)
2015-16 Q1	<i>Not required 2015-16</i>
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
2016-17	Due Dates (Must pass 3c Edits)
2016-17 Q1	<i>Not required 2016-17</i>
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 31, 2017

Supplementary Reporting - Quarterly Report (through SRI)	
2014-2015	Due five (5) business days following Trial Balance Submission Due Date
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
2015-2016	Due five (5) business days following Trial Balance Submission Due Date
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
2016-2017	Due five (5) business days following Trial Balance Submission Due Date
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 – Supplementary Reporting Due

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

Annual Reconciliation Report (ARR) through SRI and paper copy submission*

(All HSPs must submit both paper copy ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided; soft copy to be provided through SRI)

Fiscal Year	Due Date
2014-15 ARR	June 30, 2015
2015-16 ARR	June 30, 2016
2016-17 ARR	June 30, 2017

Board Approved Audited Financial Statements *	
Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Declaration of Compliance	
Fiscal Year	Due Date
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Community Support Services – Other Reporting Requirements	
Requirement	Due Date
French language service report through SRI	2014-15 - April 30, 2015
	2015-16 - April 30, 2016
	2016-17 April 30, 2017

**SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY SUPPORT SERVICES**

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

▪ Personal Support Services Wage Enhancement Directive, 2014
▪ Community Financial Policy, 2015
▪ Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
▪ Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
▪ Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
▪ Community Support Services Complaints Policy (2004)
▪ Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
▪ Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
▪ Screening of Personal Support Workers (2003)
▪ Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year
▪ Guideline for Community Health Service Providers Audits and Reviews, August 2012

Schedule E1: Core Indicators
2015-2017

Health Service Provider: Victorian Order of Nurses For Canada - Ontario Branch

Performance Indicators	2015-2016		2016-2017	
	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	>=0	\$0	>=0
Proportion of Budget Spent on Administration	17.5%	14 - 21%	17.5%	14 - 21%
**Percentage Total Margin	1.57%	>= 0%	1.57%	>= 0%
Percentage of Alternate Level of Care (ALC) days (closed cases)	0.0%	<0%	0.0%	<0%
Variance Forecast to Actual Expenditures	0	< 5%	0	< 5%
Variance Forecast to Actual Units of Service	0	< 5%	0	< 5%
Service Activity by Functional Centre	Refer to Schedule E2a	-	Refer to Schedule E2a	-
Number of Individuals Served	Refer to Schedule E2a	-	Refer to Schedule E2a	-
Explanatory Indicators				
Cost per Unit Service (by Functional Centre)				
Cost per Individual Served (by Program/Service/Functional Centre)				
Client Experience				
Budget Spent on Administration- AS General Administration 72 1 10				
Budget Spent on Administration- AS Information Systems Support 72 1 25				
Budget Spent on Administration- AS Volunteer Services 72 1 40				
Budget Spent on Administration- AS Plant Operation 72 1 55				

* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget

** No negative variance is accepted for Total Margin

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March 12, 2015

Electronic Delivery Only

Ms. Ulla Rose
District Executive Director
Victorian Order of Nurses for Canada – Ontario Branch
78 William Street
Mississauga ON L5M 1J3

Re: Wage Enhancement for Personal Support Services - Incremental increase of Benefits from the original 16% to the 22.7%

Dear Ms. Rose:

The Mississauga Halton Local Health Integration Network (the “LHIN”) is pleased to advise you that the Victorian Order of Nurses for Canada – Ontario Branch (the “HSP”) will be provided with up to \$6,030 in base funding (the “Funding”) for the 2014-15 funding year (the “Funding Year”) to support the Personal Support Worker Workforce Stabilization Strategy. As part of this strategy, the Ontario government is providing funding related to the ministry's contribution towards employer statutory contributions from 16% to 22.7% for all eligible hours of personal support services.

Details of the Funding and the terms and conditions on which it will be provided (the “Terms and Conditions”) are set out in Appendix A which, will take effect immediately.

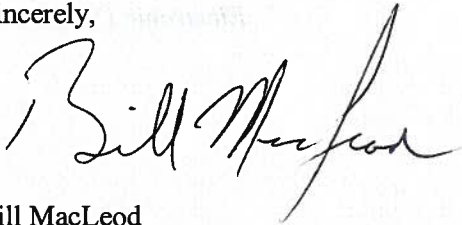
Subject to the HSP's acceptance of the Funding and the conditions on which it is provided, the Multi-Sector Service Accountability Agreement (“M-SAA”) will be amended with effect as of the date of this letter. To the extent that there are any conflicts between what is in the M-SAA and what has been added to the M-SAA by this letter, this letter including the Terms and Conditions will govern in respect of the Funding. All other terms and conditions in the M-SAA will remain the same.

The government remains committed to eliminating the deficit by 2017-18 and therefore it is critical that you continue to manage costs within your approved budget.

In the absence of immediate written notification from you, this letter will form an addendum to your SAA with the LHIN. The agreement between the HSP and the LHIN will be amended effective as of the date of this letter.

Should you have any questions regarding the information provided in this letter, please contact Mirella Semple, Executive Lead, Funding & Allocation, Mississauga Halton LHIN at 905-337-7131 Ext. 205 or via email at Mirella.Semple@lhins.on.ca.

Sincerely,



Bill MacLeod
Chief Executive Officer

Encl. Appendix A

Appendix A

- 1. Name of Health Service Provider:** Victorian Order of Nurses for Canada – Ontario Branch
- 2. Funding:** up to \$6,030 towards employer statutory contributions from 16% to 22.7% for all eligible hours of personal support services.

TPBE	FUNDING \$		
	Aug.1, 2014 Funding Benefit @ 16%	Benefit increase 16% to 22.7%	TOTAL
SH	14,400	6,030	20,430

3. Terms and Conditions of Funding (the “Terms and Conditions”):

The HSP acknowledges and agrees that:

- (i) The Funding is provided subject to the Personal Support Services Wage Enhancement Directive (the “Directive”).
- (ii) Funding will be used exclusively for employer statutory contributions, as set out above in paragraph 2. This additional funding for employer statutory contributions is to be applied only in respect of eligible hours of personal support services in the home care and community sector reported in 2014-15, in accordance with the Directive communicated in the funding letter dated August 1st, 2014. It cannot be used to support any other costs. It cannot be reallocated to other initiatives.
- (iii) It will amend its contract with applicable service provider organizations (“SPOs”) to:
 - a. require that the Funding be used exclusively for the employer statutory contributions, as set out above in paragraph 2 and not for any other purpose; and
 - b. permit the HSP to conduct audits or reviews of applicable SPOs.
- (iv) It will promptly bring issues of non-compliance with the Directive or the relevant requirements of the agreement between the HSP and SPO to the attention of the LHIN if any such has not been resolved to the HSP’s satisfaction.
- (v) It will maintain appropriate financial records for the Funding in accordance with the M-SAA.
- (vi) It will report all allocated Funding in accordance with the M-SAA reporting requirements and will provide such other reports as required by the LHIN. (“Reporting”).
- (vii) Funding will be reconciled as part of the Ministry’s annual settlement process.
- (viii) Unspent funds and funds not used for the intended and approved purposes will be recovered.

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July 6, 2015

Electronic Delivery Only

Ms. Heather MacArthur
Interim District Executive Director
Victorian Order of Nurses for Canada-Ontario Branch
78 William Street
Mississauga ON L5M 1J3

Re: Year 2 Wage Enhancement for Personal Support Services

Dear Ms. MacArthur:

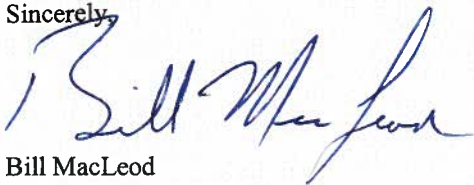
The Mississauga Halton Local Health Integration Network (the "LHIN") is pleased to advise you that Victorian Order of Nurses for Canada-Ontario Branch (the "HSP") will be provided with up to \$71,416 in base funding (the "Funding") for the 2015-16 funding year (the "Funding Year") to support the Personal Support Worker Workforce Stabilization Strategy. As part of this strategy, the Ontario government is providing Funding for Year 2 to support a \$1.50 incremental hourly wage increase up to a maximum of \$19.00 per hour, a minimum base wage of \$15.50 per hour for workers providing LHIN-funded home and community personal support services ("PSS") and additional funding towards employer statutory contributions for employee benefits, up to a maximum of 22.7 per cent of employee wages, as applicable.

Details of the Funding and the terms and conditions on which it will be provided (the "Terms and Conditions") are set out in Appendix A which will take effect immediately.

Subject to the HSP's acceptance of the Funding and the conditions on which it is provided, the Multi-Sector Service Accountability Agreement ("M-SAA") will be amended with effect as of the date of this letter. To the extent that there are any conflicts between what is in the M-SAA and what has been added to the M-SAA by this letter, this letter including the Terms and Conditions will govern in respect of the Funding. All other terms and conditions in the M-SAA will remain the same.

Please indicate the HSP's acceptance of the Funding, the conditions on which it is provided, and the HSP's agreement to the amendment of the M-SAA by signing below and returning one scanned copy of this letter by e-mail no later than the end of business day on July 10, 2015 to Maria Fernandes via email at: maria.fernandes@lhins.on.ca (the "LHIN Contact").

Sincerely,



Bill MacLeod
Chief Executive Officer

Page 1 of 4

Encl: Appendix A, Schedule A, Schedule B, Schedule C, Schedule D and Schedule E.

- c: Neil Stuart, National Board Chair, Victorian Order of Nurses for Canada-Ontario Branch
- Judy Bowyer, Senior Director, Health System Performance, Mississauga Halton LHIN
- Dale McGregor, Senior Director, Finance and Chief Financial Officer, Mississauga Halton LHIN

AGREED TO AND ACCEPTED BY

Victorian Order of Nurses for Canada-Ontario Branch

By:

Heather MacArthur, Interim District Executive Director
I have authority to bind the HSP

Date: _____
mm/dd/yyyy

And By:

Neil Stuart, National Board Chair
I have authority to bind the HSP

Date: _____
mm/dd/yyyy

Appendix A

1. **Name of Health Service Provider: Victorian Order of Nurses for Canada-Ontario Branch**
2. **Funding:** up to \$71,416 including employer statutory contributions for employee benefits, up to a maximum of 22.7 per cent of employee wages, for the 2015-2016 funding year based on PSS hours.

Supportive Housing Services

Adjusted Funding for \$1.50 Hourly Wage Increase	\$58,204
Adjusted Funding for 22.7% Employer Statutory Contributions	\$13,212
Total Adjusted Funding	\$71,416

3. **Terms and Conditions of Funding (the “Terms and Conditions”):**

The HSP acknowledges and agrees that:

- (i) The Funding is provided subject to:
 - a. Personal Support Services Wage Enhancement Directive (the “Directive”), a copy of which is attached hereto as Schedule A;
 - b. Personal Support Services Wage Enhancement 2014 Addendum to the Directive (the “2014 Addendum”), a copy of which is attached hereto as Schedule B; and
 - c. Personal Support Services Wage Enhancement 2015 Addendum to the Directive (the “2015 Addendum”), a copy of which is attached hereto as Schedule C (collectively the “Directive and Addenda”).
- (ii) The Directive and Addenda are hereby incorporated into Schedule D of the M-SAA.
- (iii) It will comply with the Directive and Addenda.
- (iv) Funding will be used exclusively for the increase in wages and any employer statutory contributions, as set out above in paragraph 2, and in the Directive and Addenda. It cannot be used to support any other costs. It cannot be reallocated to other initiatives.
- (v) Before any Funding is provided, it will negotiate and establish with the LHIN the amount of Funding required to comply with the Directive and Addenda.
- (vi) The amount of Funding required is equal to:
 - a. the number of eligible PSS hours in 2015-16 for each LHIN funded home and community care agency;
 - b. the amounts required to implement the \$1.50 per hour wage increase (up to a maximum of \$19.00/hour) for hours worked between April 1, 2015 and July 31, 2015, and the \$15.50 minimum base wage amount for newly hired individuals commencing August 1, 2015, all as

- set out in the Directive and Addenda; and
 - c. the amounts for employer statutory contributions for employee benefits up to a maximum of 22.7 per cent of employee wages.
- (vii) It will confirm compliance with the Directive and Addenda and the Terms and Conditions and will submit applicable completed Certifications of Compliance, the forms attached as Schedule D and Schedule E to the LHIN by September 15, 2015.
 - (viii) Each completed Certification of Compliance must be signed by the highest ranking officer of the HSP and confirmed by its Board of Directors.
 - (ix) It will promptly bring issues of non-compliance with the Directive or the relevant requirements of this letter to the attention of the LHIN.
 - (x) It will not receive Funding where there is non-compliance with the requirements of the Directive and Addenda including:
 - a. where it has not signed back this letter with respect to PSW Wage Enhancement Initiative in accordance with the Directive; or
 - b. where it has not submitted a Certification of Compliance in accordance with the Directive and Addenda.
 - (xi) It will maintain appropriate financial records for the Funding in accordance with the M-SAA.
 - (xii) It will report all allocated Funding in accordance with the M-SAA reporting requirements and will provide such other reports as required by the LHIN ("Reporting").
 - (xiii) The LHIN may make in-year adjustments related to the Funding based on the Reporting.
 - (xiv) Funding will be reconciled as part of the Ministry's annual settlement process.
 - (xv) Unspent funds and funds not used for the intended and approved purposes will be recovered.

4. Government Transformation of Public Services:

The government remains committed to eliminating the deficit by 2017-18 and therefore it is critical that the HSP manage costs within its approved budget.

Schedule A



Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

Directive to Local Health Integration Networks: Personal Support Services Wage Enhancement	Effective Date: April 1, 2014
---	--------------------------------------

The Ministry of Health and Long-Term Care (ministry) has developed this Directive in support of the Personal Support Worker (PSW) Workforce Stabilization Strategy, which aims to build a high-quality PSW workforce with the capacity to meet Ontario's growing demand for home and community-based services.

APPLICATION AND SCOPE

- With the exceptions set out below, this Directive applies to the following providers funded by Local Health Integration Networks (LHINs) in the home and community care sector:
 - Community Care Access Centres (CCACs), for personal support services (PSS) purchased from their contracted service providers;
 - Service providers who provide PSS under contract with CCACs for PSS; and
 - Other LHIN-funded home and community care agencies that provide PSS.
- This Directive does not apply to the following services, providers and/or programs:
 - PSS provided under the ministry's policy "Self-Managed Attendant Services in Ontario – Direct Funding Pilot Project – Policy Guidelines";
 - Long-Term Care Homes;
 - Hospitals; and
 - Other services provided by providers in the home and community care sector funded by the LHIN (e.g. homemaking).

MANDATORY REQUIREMENTS

Increase to Personal Support Services Worker Wages

- CCACs are required to amend their contracts with service providers who provide PSS to require that these service providers:
 - Increase the hourly wages for individuals providing LHIN-funded PSS by \$1.50 per hour retroactive to April 1, 2014; and
 - Establish a new minimum base wage of \$14.00 per hour for these individuals retroactive to April 1, 2014.
- Other providers subject to this Directive are required to:
 - Increase the hourly wages for individuals providing LHIN-funded PSS by \$1.50 per hour retroactive to April 1, 2014; and
 - Establish a new minimum base wage of \$14.00 per hour for these individuals retroactive to April 1, 2014.
- Individuals who provide LHIN-funded PSS will receive the \$1.50 per hour wage increase even if it increases their pay above the minimum base wage of \$14.00.

Schedule A



Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

- If an individual's hourly rate remains below the minimum base wage after the \$1.50 per hour increase is applied, the individual's rate of pay must be increased to the minimum base wage of \$14.00, retroactive to April 1, 2014.
- The \$1.50 per hour wage increase will apply over and above any current wages and future wage increases or entitlements available to individuals providing PSS in collective agreements or employment contracts in effect on April 1, 2014 (e.g. general wage increases, wage grid movement or step provisions, merit, any other planned wage increases), including those set out in pay equity plans.
- The wage increase is to be paid as follows:
 - Wage increase is to be applied to all LHIN-funded PSS hours worked on or after September 1, 2014.
 - Retroactive wage increases for hours worked between April 1, 2014 and August 31, 2014 are to be paid in September 2014.

Notification of Wage Increase

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

Confirmation of Compliance

- All providers subject to this Directive must confirm compliance with the Directive and any other conditions of funding as follows:
 - CCAC-contracted service provider organizations will submit a certification to the CCAC by October 15, 2014;
 - The CCAC will provide confirmation of receipt of its contracted service providers' certification of compliance to the LHIN by October 31, 2014; and
 - Community Support Services and Assisted Living Services in Supportive Housing agencies will submit a certification to the LHIN by October 31, 2014.
- The certification must be signed by the highest ranking officer of the provider and confirmed by the provider's Board of Directors.

Schedule B



2014 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

2014 Addendum to Directive to Local Health Integration Networks: Personal Support Services Wage Enhancement - Self-Managed Care; Adult Day; Caregiver Support Respite	Effective Date: April 1, 2015
--	--------------------------------------

The Ministry of Health and Long-Term Care's (ministry) 2014 Addendum to the Directive in support of the Personal Support Worker (PSW) Stabilization Strategy (2014 Directive Addendum) sets out expectations for the expansion of the PSW Wage Enhancement Initiative as it relates to 2014-15 fiscal year.

DEFINITIONS

In this 2014 Directive Addendum, Adult Day Program, Approved Agency, Caregiver Support Services, Community Care Access Centres, Service Providers, and Personal Support Services, have the meanings set out in the *Home Care and Community Services Act, 1994* (HCCSA).

APPLICATION AND SCOPE

- This 2014 Directive Addendum applies to the following services, providers and programs funded by Local Health Integration Networks (LHINs) in the home and community care sector:
 - LHIN funded hours for PSS provided by individuals under the ministry's policy "Self-Managed Attendant Services in Ontario – Direct Funding Pilot Project – Policy Guidelines" administered by the Centre for Independent Living in Toronto;
 - LHIN funded hours for PSS provided by individuals as part of an Adult Day Program provided by an Approved Agency under the HCCSA; and
 - LHIN funded hours for PSS provided by individuals, specifically for respite as part of Caregiver Support Services provided by an Approved Agency under the HCCSA.
- This 2014 Directive Addendum does not apply to the following:
 - Long-Term Care Homes
 - Hospitals
 - Non-PSS services provided by providers in the home and community care sector funded by the LHIN (e.g. homemaking).
- This 2014 Directive Addendum does not apply to non-LHIN funded PSS (i.e. private care).

Schedule B



2014 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

MANDATORY REQUIREMENTS

Increase to Personal Support Services Worker Wages

- The services, providers and/or programs subject to this 2014 Directive Addendum are required to:
 - Increase the hourly wages for individuals who provided LHIN funded PSS by \$1.50 per hour for the period of time between April 1, 2014 and March 31, 2015; and
 - Establish a new minimum base wage of \$14.00 per hour for these individuals for the period of time between April 1, 2014 and March 31, 2015.
- If an individual's hourly rate would remain below the minimum base wage after the \$1.50 per hour increase is applied, the individual's hourly rate of pay must be increased to the minimum base wage of \$14.00, for the period of time between April 1, 2014 and March 31, 2015.
- The \$1.50 per hour wage increase applies over and above, the wages paid for PSS hours to which this 2014 Directive Addendum applies between April 1, 2014 and March 31, 2015, and any current wages and future wage increases or entitlements available to individuals providing PSS in collective agreements or employment contracts in effect on April 1, 2015 (e.g. general wage increases, wage grid movement or step provisions, merit, any other planned wage increases), including those set out in pay equity plans
- The wage increase for the period of time between April 1, 2014 and March 31, 2015 is to be paid in August 2015.
- This 2014 Directive Addendum only applies to direct hours of work providing LHIN funded PSS and does not apply to indirect hours of work (e.g. sick time, training time, travel time).

Notification of Wage Increase

- All LHIN funded home and community care agencies subject to this 2014 Directive Addendum must provide written notification to each individual to whom this increase applies on or before August 1, 2015, articulating the following:
 - The individual's existing hourly rate for providing LHIN funded PSS;
 - The individual's new hourly rate for providing LHIN funded PSS;

Schedule B



2014 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

- The retroactive payment for LHIN funded PSS hours worked between April 1, 2014 and March 31, 2015 will be paid in August 2015.

Confirmation of Compliance

- All LHIN funded home and community care agencies subject to this 2014 Directive Addendum must confirm compliance with this 2014 Directive Addendum and any other conditions of funding as follows:
 - LHIN funded home and community care agencies subject to this 2014 Directive Addendum must submit a certification of compliance to the LHIN by September 15, 2015.
- Where applicable, the certification must be signed by the highest ranking officer of the provider and confirmed by the Board of Directors.

Schedule C



2015 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

2015 Addendum to Directive to Local Health Integration Networks: Personal Support Services Wage Enhancement	Effective Date: April 1, 2015
--	--------------------------------------

This 2015 Addendum to the Directive to Local Health Integration Networks: Personal Support Services (PSS) Wage Enhancement (2015 Directive Addendum) sets out the Ministry of Health and Long-Term Care's (ministry) expectations for the government's continued commitment to enhance the wages of individuals providing publicly-funded PSS in the home and community care sector in 2015-16 fiscal year.

This 2015 Directive Addendum is intended to apply over and above the PSW wage increase and minimum base wage requirements that were established by: (i) the Directive to Local Health Integration Networks: Personal Support Services Wage Enhancement, dated April 1, 2014 (Directive); and (ii) the 2014 Addendum to Directive to Local Health Integration Networks: Personal Support Services Wage Enhancement - Self-Managed Care; Adult Day; Caregiver Support Respite (2014 Directive Addendum).

DEFINITIONS

In this 2015 Directive Addendum, Adult Day Program, Approved Agency, Caregiver Support Services, Community Care Access Centres, Service Providers, and Personal Support Services, have the meanings set out in the *Home Care and Community Services Act, 1994* (HCCSA).

APPLICATION AND SCOPE

- This 2015 Directive Addendum applies to the following services, providers and programs funded by Local Health Integration Networks (LHINs) in the home and community care sector:
 - Community Care Access Centres (CCACs), for LHIN funded PSS under the HCCSA purchased from their contracted service providers
 - Service providers that have contracts with CCACs to provide LHIN funded PSS under the HCCSA;
 - Other LHIN funded home and community care agencies that provide LHIN funded PSS under the HCCSA, including:
 - LHIN funded hours for PSS provided by individuals under the ministry's policy "Self-Managed Attendant Services in Ontario – Direct Funding Pilot Project – Policy Guidelines" administered by the Centre for Independent Living in Toronto;

Schedule C



2015 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

- LHIN funded hours for PSS provided by individuals as part of an Adult Day Program provided by an Approved Agency under the HCCSA; and
 - LHIN funded hours for PSS provided by individuals, specifically for respite as part of Caregiver Support Services provided by an Approved Agency under the HCCSA.
- This 2015 Directive Addendum does not apply to the following services, providers and programs:
 - Long-Term Care Homes
 - Hospitals
 - Non-PSS services provided by providers in the home and community care sector funded by the LHIN (e.g. homemaking).
 - This 2015 Directive Addendum does not apply to non-LHIN funded PSS (i.e. private care).

MANDATORY REQUIREMENTS

Increase to Personal Support Services Worker Wages

This 2015 Directive Addendum:

- Sets a minimum base wage of \$15.50 per hour for individuals providing LHIN funded PSS.
- Requires an hourly wage increase of \$1.50 per hour up to a maximum of \$19.00 per hour for individuals providing LHIN funded PSS retroactive to April 1, 2015.

This 2015 Directive Addendum only applies to direct hours of work providing LHIN funded PSS and does not apply to indirect hours of work (e.g. sick time, training time, travel time).

CCACs and Contracted Service Providers:

- CCACs are required to amend their contracts with Service Providers who provide LHIN funded PSS under contract with CCACs and to require these Service Providers to:
 - Increase the hourly wages for eligible individuals providing LHIN funded PSS by \$1.50 per hour up to a maximum amount of \$19.00 per hour retroactive to April 1, 2015;
 - Implement a requirement to pay a minimum base wage of \$15.50 per hour for individuals commencing as of August 1, 2015.
- Service Providers that have contracts with CCACs for LHIN funded PSS under the HCCSA are required to:

Schedule C



2015 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

- Increase the hourly wages for eligible individuals providing LHIN funded PSS by \$1.50 per hour up to a maximum amount of \$19.00 per hour retroactive to April 1, 2015;
- Pay a minimum base wage of \$15.50 per hour for individuals who provide LHIN funded PSS commencing as of August 1, 2015.

LHINs and Other LHIN Funded Home and Community Care Agencies

- LHINs are required to amend their service accountability agreements with home and community care agencies that provide LHIN funded PSS under the HCCSA to require these agencies to:
 - Increase the hourly wages for eligible individuals providing LHIN funded PSS by \$1.50 per hour up to a maximum amount of \$19.00 per hour retroactive to April 1, 2015; and
 - Implement a requirement to pay a minimum base wage of \$15.50 per hour for individuals who provide LHIN funded PSS commencing as of August 1, 2015.
- Other LHIN funded home and community care agencies that provide LHIN funded PSS under the HCCSA and who are subject to this 2015 Directive Addendum are required to:
 - Increase the hourly wages for individuals for individuals providing LHIN funded PSS by \$1.50 per hour up to a maximum of \$19.00 per hour retroactive to April 1, 2015; and
 - Pay a minimum base wage of \$15.50 per hour for these individuals who provide LHIN funded PSS commencing as of August 1, 2015.

GENERAL

- For greater certainty, where the application of the \$1.50 increase to the hourly wages of eligible individuals would result in an hourly rate in excess of \$19.00 per hour, the individual's hourly wages must only be raised to a maximum of \$19.00 per hour, retroactive to April 1, 2015.
- The hourly wage increase will apply over and above any current wages and future wage increases or entitlements available to individuals providing PSS in collective agreements or employment contracts in effect on April 1, 2015 (e.g. general wage increases, wage grid movement or step provisions, merit, any other planned wage increases), including those set out in pay equity plans.

Timing of Wage Increase

- The wage increase is to be paid as follows:

Schedule C



2015 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

- a. For Service Providers that have contracts with CCACs to provide LHIN funded PSS under the HCCSA:
 - Wage increase is to be applied only to all LHIN funded PSS hours worked on or after August 1, 2015.
 - Retroactive wage increases for LHIN funded PSS hours worked between April 1, 2015 and July 31, 2015 are to be paid in August 2015.
 - b. For other LHIN funded home and community care agencies that provide LHIN funded PSS under the HCCSA:
 - Wage increase is to be applied only to all LHIN funded PSS hours worked on or after August 1, 2015.
 - Retroactive wage increases for LHIN funded PSS hours worked between April 1, 2015 and July 31, 2015 are to be paid in August 2015.
- Eligible individuals providing LHIN funded PSS hired between April 1, 2015 and July 31, 2015 must be paid the \$1.50 hourly wage increase for eligible LHIN funded PSS hours retroactive to their start date.
 - Eligible individuals hired after July 31, 2015 must be paid an hourly rate of at least \$15.50 per hour for LHIN funded PSS hours, and are not eligible for the additional \$1.50 hourly wage increase.

Notification of Wage Increase

- All Service Providers that have contracts with CCACs to provide LHIN funded PSS under the HCCSA must provide written notification to each individual to whom this increase applies on or before August 1, 2015, articulating the following:
 - The individual's existing hourly rate for providing LHIN funded PSS;
 - The individual's new hourly rate for providing LHIN funded PSS;
 - That the hourly wage increase will be applied for LHIN funded PSS hours worked as of August 1, 2015.
 - The retroactive payment for LHIN funded PSS hours worked between April 1, 2015 and July 31, 2015 will be paid in August 2015.
- All other LHIN funded home and community care agencies that provide LHIN funded PSS under the HCCSA must provide written notification to each individual to whom this increase applies on or before August 1, 2015, articulating the following:
 - The individual's existing hourly rate for providing LHIN funded PSS;
 - The individual's new hourly rate for providing LHIN funded PSS;

Schedule C



2015 Addendum to the Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement

- That the hourly wage increase will be applied for LHIN funded PSS hours worked as of August 1, 2015.
- The retroactive payment for LHIN funded PSS hours worked between April 1, 2015 and July 31, 2015 will be paid in August 2015.

Confirmation of Compliance

- All providers subject to this 2015 Directive Addendum must confirm compliance with this 2015 Directive Addendum and any other conditions of funding as follows:
 - CCAC-contracted service provider organizations will submit a certification of compliance to the CCAC by August 31, 2015; the CCAC will provide confirmation of receipt of its contracted Service Providers' certification of compliance to the LHIN by September 15, 2015; and
 - Other LHIN funded home and community care agencies will submit a certification to the LHIN by September 15, 2015.
- Where applicable, all certifications must be signed by the highest ranking officer of the provider and confirmed by the provider's Board of Directors.

Schedule D

CERTIFICATION OF COMPLIANCE

Prepared in accordance with the 2014 Addendum to Directive to Local Health Integration Networks (LHINs): Personal Support Services Wage Enhancement – Self-Managed Care; Adult Day; Caregiver Support Respite (2014 Directive Addendum)

TO: LHIN or Community Care Access Centre (as applicable)

FROM: Name of provider

DATE: (mm/dd/yyyy)

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

- The provider provided written notification to each individual to whom this increase applies on or before August 1, 2015, articulating the following:
- The individual's existing hourly rate for providing LHIN funded PSS;
- The individual's new hourly rate for providing LHIN funded PSS;
- The retroactive payment for LHIN funded PSS hours worked between April 1, 2014 and March 31, 2015 will be paid in August 2015.
All eligible individuals
- Received a \$1.50 hourly wage increase for LHIN funded PSS hours worked between April 1, 2014 and March 31, 2015.
The wage increase was paid as follows:
- The wage increase was applied to all LHIN funded PSS hours worked between April 1, 2014 and March 31, 2015.
- Retroactive wage increases were paid in August 2015.

Insert Signature

Insert Name of Highest Ranking Officer
Insert Position Title

Date

I confirm that this certification of compliance has been approved by the board of the (Insert Name of Provider).

Insert Signature

Insert Name
Board Chair

Date

Schedule E

CERTIFICATION OF COMPLIANCE

Prepared in accordance with the 2015 Addendum to Directive to Local Health Integration Networks (LHINs) on Personal Support Services Wage Enhancement (2015 Directive Addendum)

TO: LHIN or Community Care Access Centre (as applicable)

FROM: Name of provider

DATE: (mm/dd/yyyy)

With regard to the 2015 Directive Addendum to LHINs on Personal Support Services (PSS) Wage Enhancement, I certify that to the best of my knowledge and belief, the provider has complied with its obligations set out in the 2015 Directive Addendum. In particular, I confirm that:

- The provider provided written notification to each individual to whom this increase applies on or before August 1, 2015, articulating the following:
 - The individual's existing hourly rate for providing LHIN funded PSS;
 - The individual's new hourly rate for providing LHIN funded PSS;
 - The increase will be applied for hours worked on or after August 1, 2015;
 - The retroactive payment for hours worked between April 1, 2015 and July 31, 2015 will be paid in August 2015.

- All eligible individuals
 - Received a \$1.50 hourly wage increase, up to a maximum of \$19.00 per hour, retroactive to April 1, 2015.
 - Earn no less than the new minimum base wage of \$15.50 per hour retroactive to April 1, 2015.

- The wage increase was paid as follows:
 - The wage increase was applied to all hours worked on or after August 1, 2015.
 - Retroactive wage increases for hours worked between April 1, 2015 and July 31, 2015 were paid in August 2015.

Insert Signature

Insert Name of Highest Ranking Officer

Date

Insert Position Title

I confirm that this certification of compliance has been approved by the board of the **(Insert Name of Provider)**.

Insert Signature

Insert Name
Board Chair

Date