MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2011 – March 31, 2014

SERVICE ACCOUNTABILITY AGREEMENT

with

NORTH BAY RECOVERY HOME

Effective Date: April 1, 2011

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THE AGREEMENT effective as of the 1st day of April, 2011

B E T W E E N:

NORTH EAST LOCAL HEALTH INTEGRATION NETWORK (the "**LHIN**")

- and -

NORTH BAY RECOVERY HOME (the "**HSP**")

Background:

The *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement ("SAA"). The SAA enables the LHIN to provide funding to the HSP for the provision of services. It 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 provision of services to the local health system by the HSP will be funded as set out in this Agreement.

ARTICLE 1.0- DEFINITIONS & INTERPRETATION

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

"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 the agreement or the Schedules;

"**Annual Balanced Budget"** has the meaning set out in s. 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 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, in respect of an HSP that is (i) a corporation, the Board of Directors; (ii)

an Indian Band, the Band Council and (iii) a municipality, the Municipal Council;

"Budget" means the budget approved by the LHIN and appended to the Agreement as Schedule "B";

"**CEO**" means chief executive officer;

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

(i) a corporation, the Chair of the Board;
(ii) an Indian Band, the Chief; and
(iii) a municipality, the Mayor,

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

"Chief executive officer" means any individual who holds the position of chief executive officer with the HSP, and any individual who, regardless of title,

(a) holds a position with the HSP similar to that of chief executive officer, or

(b) performs functions for the HSP similar to those normally performed by a chief executive officer;

"**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;

"**Confidential Information**" means information that is (i) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided to the receiving party; and (ii) 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 timely notice 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

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

has other commitments, relationships or financial interests that:

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

"Days" means calendar days;

"Effective Date" means April 1, 2011;

"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**" means the controlling shareholders (if any), directors, officers, employees, agents and other representatives of the HSP. In addition to the foregoing HSP's Personnel shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents 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 in an audit, inspection or review conducted under either Article 7 or 8, by or on behalf of the LHIN;

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

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

"**Notice**" has the meaning set out in Article 13;

"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;*

"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 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 services and deliverables described in Schedule "A" and in any Project Funding Agreement executed pursuant to this Agreement. "Services" includes the type, volume, frequency and availability of services and deliverables.

1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include both genders. The headings do not form part of the Agreement. They are for convenience of reference only and will not affect the interpretation of the 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 THE AGREEMENT

2.1 **Term**. The term of the Agreement will commence on the Effective Date and will expire on March 31, 2014 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, 2011. Notwithstanding the foregoing, Project Funding Agreements that by their terms continue beyond March 31, 2011 remain in effect.

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 **Provision of Services.**

(a) The HSP will provide the Services in accordance with:
  (i) the terms of the Agreement, including the Service Plan;
  (ii) Applicable Law; and
  (iii) 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) Unless already identified as a subcontracted service in Schedule A, the HSP agrees that the HSP will not subcontract the fulfillment of all or any part of the HSP's obligations under this Agreement without the prior written consent of the LHIN. Such consent will be in the sole discretion of the LHIN and may be subject to additional terms and conditions.

(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) All 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.

(d) 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 comply with any technical and information management standards, or solutions, related to 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.

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.** The LHIN:

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

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

(iii) will deposit the funds in regular instalments, once or twice monthly, over the Term of the 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:

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

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

(iii) 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

(iv) 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 and the LHIN may (i) reduce the amounts of Funds, and, in consultation with the HSP, change the Services; or (ii) terminate the Agreement in accordance with section 12.1(b).

4.4 **Additional Funding**.

(a) Unless the LHIN has agreed to do so in writing through an amendment to this Agreement, 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:

(i) Fulfill all obligations in the Agreement, including the Schedules;

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

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

(iv) propose, achieve and maintain an Annual Balanced Budget.

(b) "Annual Balanced Budget" means that, in each fiscal 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) Funding will be placed in an interest bearing account 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,

(i) 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

(ii) 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:

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

(ii) agrees that it will advise the LHIN if it receives any unanticipated HST and other 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;

(iii) agrees that all HST and other rebates, credits and refunds referred to in (ii) will be considered Funding in the year that the rebates are received, regardless of

the year to which the rebated relates.

4.8 **Procurement of Goods and Services.** Subject to any direction or guideline issued by the Management Board of Cabinet pursuant to the *Broader Public Sector Accountability Act*, *2010.*

(i) The HSP will have a written 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 and the HSP will acquire supplies, equipment or services with the Funding through a process that is consistent with this policy; or

(ii) if the HSP receives $10,000,000 or more in funding from the MOHLTC and/or the Ministry of Education and Training, Colleges and Universities (including the Funding), the HSP will procure goods and services purchased with the Funding in accordance with the "Supply Chain Guideline" issued by the Ministry of Finance as the same may be amended from time to time.

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 the Agreement.** Upon termination or expiry of the 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:

(i) has provided false information to the LHIN knowing it to be false;

(ii) 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

(iii) 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 subsection 4.5 are not met and will hold this Funding in accordance with the provisions of subsection 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 subsection 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 services or program 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 LHIN 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 LHIN.

(b) All amounts repayable to the LHIN will be paid by cheque payable to the "Ontario Minister of Finance" and mailed 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 will incorporate (i) prudent multi-year financial forecasts; (ii) plans for the achievement of performance targets; and (iii) realistic risk management strategies. It will be aligned with the LHIN's 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 fiscal year of this Agreement as well as planning targets for up to two additional years, consistent with the Term of the Agreement. In such an event,

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

(ii) the LHIN agrees that it will communicate any material 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, funding may be interrupted if the subsequent 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 available to 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 (i) reduce the costs incurred by an HSP when proposing operational or service changes; (ii) facilitate the HSP to carry out its statutory obligations; and (iii) 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:

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

(ii) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services;

(iii) to identify opportunities to integrate the services of the local health system, other than those identified in (a) or (b) above; or

(iv) if requested by the LHIN.

(b) **LHIN Evaluation of the Pre-proposal**: Use of the pre-proposal is not formal notice of a proposed integration under s. 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 of 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 subsection 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 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. Specifically:

(i) "integrate" includes,

(a) to co-ordinate services and interactions between different persons and entities,
(b) to partner with another person or entity in providing services or in operating,
(c) to transfer, merge or amalgamate services, operations, persons or entities,
(d) to start or cease providing services,
(e) to cease to operate or to dissolve or wind up the operations of a person or entity,

and "integration" has a similar meaning; and

(ii) "service" includes,

(a) a service or program that is provided directly to people,
(b) 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
(c) a function that supports the operations of a person or entity that provides a service or program described in clause (a) or (b).

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) A "Performance Factor" is any matter that could, or will, significantly affect a Party's ability to fulfil its obligations under this Agreement.

(b) 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:

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

(c) 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").

(d) Where a meeting has been requested under 7.2(b) (iii), 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 subsection 7.3.

7.3 **Performance Meetings**

(a) During a meeting on performance, the Parties will:

(i) discuss the causes of a Performance Factor;
(ii) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
(iii) 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:

(i) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
(ii) the conduct of a Review;
(iii) a revision and amendment of the HSP's obligations; and or
(iv) 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 agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior agreement will be deemed to be a requirement of this Agreement until fulfilled.

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 is under the HSP's control.

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

(i) 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 plans, reports, financial statements and other information, other than personal health information as defined in subsection 31 (5) of the *CFMA*, that (i) 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 (ii) that may be requested under the CFMA.

(ii) will fulfil the specific reporting requirements set out in Schedule C.

(iii) will ensure that all information is complete, accurate, signed on behalf of the HSP by an authorized signing officer, and provided in a timely manner and in a form satisfactory by the LHIN; and

(iv) agrees that all information 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 30 days of September 30 and March 31 of each Funding Year, the Board of Directors of the HSP will issue a declaration signed by its Chair 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 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:

(i) its CAPS is received after the due date;
(ii) its CAPS is incomplete;
(iii) the quarterly performance reports are not provided when due; or
(iv) financial and/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:

(v) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (i) a reduction of 0.02 percent (0.02%) of the funding identified on Schedule B; or (ii) two hundred and fifty dollars ($250.00); and

(vi) 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 (7) 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:

(i) inspect and copy any financial records, invoices and other financially-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

(ii) 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 it (i) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (ii) it determines that the HSP has not fulfilled its obligations under this Agreement.

(c) To assist in respect of the rights set out in (b) 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 required by the LHIN under the Act or this Agreement.

(e) HSP's obligations under this paragraph will survive any termination or expiration of the Agreement.

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

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

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

(iii) all non-financial documents and records relating to the Funding or otherwise to the Services will be kept 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, the Act, court order, subpoena or other Applicable Law.

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.** The HSP agrees all publications will include

(i) an acknowledgment of the Funding provided by the LHIN and the government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may,

at its discretion, decide that an acknowledgement is not necessary; and

(ii) 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.

ARTICLE 10.0 – REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

(iv) 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 the Agreement; and

(v) it does, and will continue for the term of the Agreement, operate in compliance with 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:

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

(ii) it has taken all necessary actions to authorize the execution of the Agreement, including if the HSP is:

(a) an Indian Band as defined under the Indian Act, passing a Band Council Resolution;
(b) a Municipality passing a municipal by-law or resolution; or
(c) a corporation passing a board resolution;

authorizing the HSP to enter into the Agreement with the LHIN.

10.3 **Governance**.

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

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

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

(iii) for effective and appropriate decision-making;

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

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

(vi) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and the Act;

(vii) to enable the preparation, approval and delivery of all Reports required pursuant to Article 8; and

(viii) to address complaints about the provision of Services, the management or governance of the HSP.

(b) The HSP represents and warrants that

(i) 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;

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

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

(iv) 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.

10.4 **Services**. The HSP represents warrants and covenants that the Services are and will continue to be provided:

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

(ii) in compliance with Applicable Law and Applicable Policy.

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 for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the HSP) arising out of or in any way related to the Services or otherwise in connection with the Agreement, unless caused by the gross negligence or wilful act of the Indemnified Parties' officers, employees and agents.

11.2 **Ibid.** For greater certainty and without limiting subsection 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing people for the HSP to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract or the employment of any personnel of the HSP 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 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 fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "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, in the course of performance of the HSP's obligations under, or otherwise in connection with, the Agreement, unless solely caused by the negligence or wilful misconduct of an Indemnified Party. The HSP further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation the LHIN, claimed or resulting from such Claims**.**

11.4 **Commercial General Liability 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 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, for the period during which the Agreement is in effect, at its own expense 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:

(i) The Indemnified Parties as additional insureds;
(ii) Contractual Liability;
(iii) Products and Completed Operations Liability;
(iv) A valid WSIB Clearance Certificate, or Employers Liability and Voluntary Compensation, which ever applies;

(v) Tenants Legal Liability; (*for premises/building leases only)*;
(vi) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and,
(vii) A thirty Day written notice of cancellation.

(c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage, on or before the commencement of the Agreement, and renewal replacements on or before the expiry of any such insurance.

ARTICLE 12.0 - TERMINATION OF AGREEMENT

12.1 **Termination by the LHIN.**

(a) **Without Cause.** The LHIN may terminate the 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 the Agreement immediately by giving Notice to the HSP.

(c) **For Cause.** The LHIN may terminate the Agreement immediately upon giving Notice to the HSP if:

(i) 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 the 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;

(ii) 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;

(iii) 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

(iv) 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
(i) misuse of Funding;

(ii) a failure or inability to provide the Services as set out in the Service Plan;
(iii) a failure to provide the Compliance Declaration;
(iv) a failure to implement, or follow, a Performance Agreement, Performance Improvement Process or a Transition Plan;
(v) a failure to respond to LHIN requests in a timely manner; and
(vii) a failure to A. advise the LHIN of actual, potential or perceived Conflict of interest; B. a failure to comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; or C. a Conflict of Interest 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 the Agreement at any time, for any reason, upon giving six months Notice to the LHIN provided that the Notice is accompanied by:

(i) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of the Agreement, including if the HSP is:

A. an Indian Band, as defined under the *Indian Act*, passing a Band Council Resolution;
B. a Municipality passing a municipal by-law or resolution; or
C. a corporation passing a board resolution;

authorizing the HSP to terminate the Agreement with the LHIN; and

(ii) 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 the 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 the 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 the Agreement

(i) 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

(ii) 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:

(i) the HSP does not remedy the breach within the time period specified in the Notice;
(ii) 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
(iii) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,

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

12.4 **Consequences of Termination.**

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

(i) cancel all further Funding instalments;
(ii) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
(iii) determine the HSP's reasonable costs to wind down the Services; and
(iv) permit the HSP to offset the costs determined pursuant to subsection (iii), against the amount owing pursuant to subsection (ii).

(b) Despite (a), if the cost determined pursuant to section 12.4(a) (iii) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

12.5 **Effective Date.** The effective date of any termination under this Article will be the last Day of the Notice period, the last Day of any subsequent Notice period or immediately, which ever applies.

12.6 **Corrective Action.** Despite its right to terminate the Agreement pursuant to this Article, the LHIN may choose not to terminate the 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 the Agreement.

ARTICLE 13.0 - NOTICE

13.1 **Notice.** Notice means any notice or other communication required to be provided pursuant to the Agreement, the Act, or the CFMA. 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:	**To the HSP:**
North East Local Health Integration Network	North Bay Recovery Home
555 Oak Street East, 3rd Floor North Bay, ON P1B 8E3 Attn: Louise Paquette Chief Executive Officer	393 Oak Street West North Bay ON P1B 2T2 Attn: Wendy Prieur Executive Director
Fax: 705-840-0142 Telephone: 705-840-2872	Fax: Telephone: 705-472-2873

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 govern over the Schedules.

14.2 **Invalidity or Unenforceability of Any Provision**. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the 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 require.

14.4 **Waiver.** A Party may only rely on a waiver of the Party's failure to comply with any term of the 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 Government of Ontario, whether at the time of execution of the Agreement or at any time during the term of the 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 right under these statutes at any time.

14.8 **No Assignment.** The HSP will not assign the Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. 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.** The Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the LHIN of Ontario and the federal laws of Canada applicable therein. Any litigation or arbitration arising in connection with the Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.

14.10 **Survival.** The provisions in 1.0, 4.10, 5.0, 8.0, 11.0, 13.0, 14.0 and 15 will continue in full force and effect for a period of seven years from the date of expiry or termination of the 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 the Agreement to its full extent.

14.12 **Amendment of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

14.13 **Counterparts.** The 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.** The Agreement together with the appended Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

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

NORTH EAST LOCAL HEALTH INTEGRATION NETWORK

By: _____ April 18, 2011
Peter Vaudry — Date
Interim Chair

And by: _____ April 21, 2011
Louise Paquette — Date
Chief Executive Officer

NORTH BAY RECOVERY HOME

By: _____ March 23, 2011
Frank Corbeil — Date
Board Chair
I have authority to bind the HSP

And by: _____ March 23, 2011
Wendy Prieur — Date
Executive Director
I have authority to bind the HSP

Detailed Description of Services Narrative

Schedule A1:
Detailed Description of Services

Healthcare Service Provider: North Bay Recovery Home

Services Provided - With LHIN Funding

Service	Catchment Area Served																								
	Within LHIN											Other LHIN Areas													
	Algoma	Cochrane	James Bay / Hudson	Timiskaming	Nipissing	Parry Sound	Manitoulin	Sudbury	Do Not Use	Do Not Use	ALL	ES	SW	WW	HNHB	CW	MH	TC	CEN	CE	SE	CH	NS	NE	NW
Mental Health Home Care																									
Addictions Home Care - Substance Abuse **72 5 30 78 11**					X																				
Residential-Addictions																									
COM Residential Addiction - Supportive Treatment **72 5 40 78 30**					X																				

Population and Geography Narratives

Schedule A2:
Population and Geography Narratives

Healthcare Service Provider: North Bay Recovery Home

Client Population

The North Bay Recovery Home is a long term residential recovery program for men and women age 16 and over with alcohol and/or drug dependencies.

The Recovery Home has a French Language Designation and we adhere to the guidleines required. All Counselling and resources are provided in both languages.

The Recovery Home has a partnership with external treatment and community supports for our aboriginal clients.

The expected client outcome is successful completion of our program, and that upon discharge, clients have the tools and the supports needed to maintain sobriety/healthy lifestyle.

Geography Served

The North Bay Recovery Home operates 24 hours a day, 7 days a week. All services provided by the North Bay Recovery Home are at one site (393 Oak Street West, North Bay, ON P1B 2T2. Our services are open to anyone in the Province. We receive referrals from across the Province.

Form Fin2 Summary of Revenue & Expenses- LHIN Summary

Schedule B1:
Budget 2011/13

Healthcare Service Provider: North Bay Recovery Home

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHRS VERSION 7.1	2011-2012 Budget Target	2012-2013 Budget Target
REVENUE				
Funding - Local Health Integrated Networks (LHIN) (Allocation)	13	F 11006	$683,980	$683,980
Funding - Provincial MOHLTC (Allocation)	14	F 11010	$0	$0
Funding - MOHLTC Other funding envelopes	15	F 11014	$0	$0
Funding - LHINs One Time	16	F 11008	$0	$0
Funding – MOHLTC One Time	17	F 11012	$0	$0
Paymaster Flow Through	18	F 11019	$0	$0
Service Recipient Revenue	19	F 11050 to 11090	$0	$0
Subtotal Revenue LHIN/MOHLTC	20	**Sum of Rows 13 to 19**	**$683,980**	**$683,980**
Recoveries from External/Internal Sources	21	F 120*	$0	$0
Donations	22	F 140*	$0	$0
Other Funding Sources and Other Revenue	23	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	24	**Sum of Rows 21 to 24**	**$0**	**$0**
TOTAL REVENUE- Fund Type 2	25	**Sum of Rows 20 and 24**	**$683,980**	**$683,980**
EXPENSES				
Compensation				
Salaries and Wages (Worked + Benefit + Purchased)	28	F 31010, 31030, 31090, 35010, 35030, 35090	$435,961	$435,961
Benefit Contributions	29	F 31040 to 31085 , 35040 to 35085	$103,814	$103,814
Employee Future Benefit Compensation	30	F 305*	$0	$0
Nurse Practitioner Remuneration	31	F 380*	$0	$0
Medical Staff Remuneration	32	F 390*, [excl. F 39092]	$0	$0
Sessional Fees	33	F 39092	$0	$0
Service Costs				
Med/Surgical Supplies and Drugs	35	F 460*, 465*, 560*, 565*	$0	$0
Supplies and Sundry Expenses (excl. Med/Surg Supplies & Drugs)	36	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	$143,205	$143,205
Community One Time Expense	37	F 69596	$0	$0
Equipment Expenses	38	F 7*, [excl. F 750*, 780*]	$1,000	$1,000
Amortization on Major Equip and Software License and Fees	39	F 750* , 780*	$0	$0
Contracted Out Expense	40	F 8*	$0	$0
Buildings and Grounds Expenses	41	F 9*, [excl. F 950*]	$0	$0
Building Amortization	42	F 9*	$0	$0
TOTAL EXPENSES Fund Type 2	43	**Sum of Rows 28 to 42**	**$683,980**	**$683,980**
NET SURPLUS/(DEFICIT) FROM OPERATIONS	44	**Row 25 minus Row 43**	**$0**	**$0**
Amortization - Grants/Donations Revenue	45	F 131*, 141* & 151*	$0	$0
SURPLUS/DEFICIT Including Amortization of Grants/Donations	46	**Sum of Rows 44 to 45**	**$0**	**$0**
FUND TYPE 3 - OTHER				
Total Revenue (Type 3)	48	F 1*	$235,015	$235,015
Total Expenses (Type 3)	49	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$235,015	$235,015
NET SURPLUS/(DEFICIT) FUND TYPE 3	50	**Row 48 minus Row 49**	**$0**	**$0**
FUND TYPE 1 - HOSPITAL				
Total Revenue (Type 1)	52	F 1*	$0	$0
Total Expenses (Type 1)	53	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0	$0
NET SURPLUS/(DEFICIT) FUND TYPE 1	54	**Row 52 minus Row 53**	**$0**	**$0**
ALL FUND TYPES				
Total Revenue (All Funds)	56	Line 13 + line 32 + line 35	$918,995	$918,995
Total Expenses (All Funds)	57	Line 28 + line 33 + line 36	$918,995	$918,995
NET SURPLUS/(DEFICIT) ALL FUND TYPES	58	**Row 56 minus Row 57**	**$0**	**$0**
Total Administration Expenses Allocated to the TPBEs				
Undistributed Accounting Centres	60	82*	$0	$0
Administration and Support Services	61	72 1*	$142,125	$142,125
Management Clinical Services	62	72 5 05	$0	$0
Medical Resources	63	72 5 07	$0	$0
Total Administrative & Undistributed Expenses (Included in fund type 2 expenses above)	64	**Sum of Rows 60-63 (included in Fund Type 2 expenses above**	**$142,125**	**$142,125**

Form Act3a Activity Summary

Schedule B2
Budget 2011/13

Healthcare Service Provider: North Bay Recovery Home

Service Category 2011-2012 Budget	OHRS Framework Level 3	Allocated Total Cost for Functional Centre	Full-time equivalents (FTE)	Visits Face-to-face, Telephone In-House, Contracted Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In-House and Contracted Out	Inpatient / Resident Days	Individuals Served by Functional Centre or as appropriate Individuals Served by Organization	Attendance Days Face-to-Face	Group Sessions (# of sessions)	Meal Delivered-Combined
Sub-total COM Mental Health/Addictions	72 5 30 76	$82,000	1.00	1,248	0	0	0	8	0	0	0
Total In-Home Care	72 5 30	$82,000	1.00	1,248	0	0	0	8	0	0	0
Sub-Total COM Residential-Addictions	72 5 40 78	$459,855	7.77	0	0	0	8,030	150	0	0	0
Total COM Residential Services	72 5 40	$459,855	7.77	0	0	0	8,030	150	0	0	0
Total Activity- LHIN Managed 2011-2012		**$541,855**	**8.77**	**1,248**	**0**	**0**	**8,030**	**158**	**0**	**0**	**0**

Service Category 2012-2013 Budget	OHRS Framework Level 3	Allocated Total Cost for Functional Centre	Full-time equivalents (FTE)	Visits Face-to-face, Telephone In-House, Contracted Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In-House and Contracted Out	Inpatient / Resident Days	Individuals Served by Functional Centre or as appropriate Individuals Served by Organization	Attendance Days Face-to-Face	Group Sessions (# of sessions)	Meal Delivered-Combined
Sub-total COM Mental Health/Addictions	72 5 30 76	$82,000	1.00	1,872	0	0	0	12	0	0	0
Total In-Home Care	72 5 30	$82,000	1.00	1,872	0	0	0	12	0	0	0
Sub-Total COM Residential-Addictions	72 5 40 78	$459,855	7.77	0	0	0	8,030	150	0	0	0
Total COM Residential Services	72 5 40	$459,855	7.77	0	0	0	8,030	150	0	0	0
Total Activity- LHIN Managed 2012-2013		**$541,855**	**8.77**	**1,872**	**0**	**0**	**8,030**	**162**	**0**	**0**	**0**

SCHEDULE C – REPORTS
COMMUNITY MENTAL HEALTH AND ADDICTIONS 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 "*".

The Ministry is implementing the Self Reporting Initiative (SRI) to replace the existing Web Enabled Reporting System (WERS). It is expected that SRI will be operational in 2011/12. The initial project communications were sent between mid-November and early-December 2010 by Health Data Branch of the MOHLTC to all the WERS stakeholders and are posted on the WERS website.

OHRS/MIS Trial Balance Submission (through OHFS)	
2011-2012	**Due Dates (Must pass 3c Edits)**
2011-12 Q1	*Not required 2011-2012*
2011-12 Q2	October 31, 2011
2011-12 Q3	January 31, 2012
2011-12 Q4	May 31, 2012
2012-2013	**Due Dates (Must pass 3c Edits)**
2012-13 Q1	*Not required 2012-2013*
2012-13 Q2	October 31, 2012
2012-13 Q3	January 31, 2013
2012-13 Q4	May 31, 2013
2013-2014	**Due Dates (Must pass 3c Edits)**
2013-14 Q1	*Not required 2013-2014*
2013-14 Q2	October 31, 2013
2013-14 Q3	January 31, 2014
2013-14 Q4	May 30, 2014

Supplementary Reporting (including AAH) - Quarterly Report (through WERS/SRI) and Annual Reconciliation Report (ARR – submitted with Q4 Report)	
2011-2012	**Due five (5) business days following Trial Balance Submission Due Date**
2011-12 Q1	*Not required 2011-2012*
2011-12 Q2	November 7, 2011
2011-12 Q3	February 7, 2012
2011-12 Q4 and ARR	June 7, 2012 - Supplementary reporting due June 30, 2012 - ARR due
2012-2013	**Due five (5) business days following Trial Balance Submission Due Date**
2012-13 Q1	*Not required 2012-2013*
2012-13 Q2	November 7, 2012
2012-13 Q3	February 7, 2013
2012-13 Q4 and ARR	June 7, 2013 – Supplementary Reporting Due June 30, 2013 – ARR due

SCHEDULE C – REPORTS
COMMUNITY MENTAL HEALTH AND ADDICTIONS SERVICES

2013-2014	Due five (5) business days following Trial Balance Submission Due Date
2013-14 Q1	*Not required 2013-2014*
2013-14 Q2	November 7, 2013
2013-14 Q3	February 7, 2014
2013-14 Q4 and ARR	June 6, 2014 – Supplementary Reporting Due June 30, 2014 – ARR Due

Board Approved Audited Financial Statement *	
Fiscal Year	**Due Date**
2011-12	June 30, 2012
2012-13	June 30, 2013
2013-14	June 30, 2014

Declaration of Compliance	
Fiscal Year	**Due Date**
2011-12	Oct 30, 2011
2012-13	April 30, 2012 and Oct 30, 2012
2013-14	April 30, 2013 and Oct 30, 2013

Community Mental Health and Addictions – Other Reporting Requirements	
Requirement	**Due Date**
Common Data Set for Community Mental Health Services (2007)	Last day of the month following the end of Q2 and Q4 (Year-End) reporting periods
	• 2011-12 Q2 October 31, 2011 • 2011-12 Q4 May 31, 2012
	• 2012-13 Q2 October 31, 2012
	• 2012-13 Q4 May 31, 2013 • 2013-14 Q2 October 31, 2013
	• 2013-14 Q4 May 31, 2014
DATIS (Drug & Alcohol Treatment Information System)	Fifteen (15) business days after end of Q1, Q2 and Q3 - Twenty (20) business days after Year-End (Q4)
	• 2011-12 Q1 July 22, 2011 • 2011-12 Q2 October 24, 2011 • 2011-12 Q3 January 23, 2012 • 2011-12 Q4 May 1, 2012
	• 2012-13 Q1 July 23, 2012 • 2012-13 Q2 October 22, 2012 • 2012-13 Q3 January 22, 2013 • 2012-13 Q4 April 29, 2013
	• 2013-14 Q1 July 13, 2013
	• 2013-14 Q2 October 22, 2013
	• 2013-14 Q3 January 22, 2014
	• 2013-14 Q4 April 29, 2014

SCHEDULE C – REPORTS
COMMUNITY MENTAL HEALTH AND ADDICTIONS SERVICES

Connex*Ontario* Health Services Information • Drug and Alcohol Registry of Treatment (DART) • Ontario Problem Gambling Helpline (OPGH) • Mental Health Service Information Ontario (MHSIO)	All HSPs that received funding to provide mental health and/or addictions services must sign an Organization Reporting Agreement with **Connex*Ontario*** Health Services Information, which sets out the reporting requirements.
French language service report	▪ 2011-12 - April 30, 2012 ▪ 2012-13 - April 30, 2013 ▪ 2013-14 - April 30, 2014

SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY MENTAL HEALTH & ADDICTIONS

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

▪ **Operating Manual for Community Mental Health and Addiction Services (2003)**	Chapter 1. Organizational Components 1.2 Organizational Structure, Roles and Relationships 1.3 Developing and Maintaining the HSP Organization / Structure 1.5 Dispute Resolution
	Chapter 2. Program & Administrative Components 2.3 Budget Allocations/ Problem Gambling Budget Allocations 2.4 Service Provision Requirements 2.5 Client Records, Confidentiality and Disclosure 2.6 Service Reporting Requirements 2.8 Issues Management 2.9 Service Evaluation/Quality Assurance 2.10 Administrative Expectations
	Chapter 3. Financial Record Keeping and Reporting Requirements 3.2 Personal Needs Allowance for Clients in Some Residential Addictions Programs 3.6 Internal Financial Controls *(except "Inventory of Assets")* 3.7 Human Resource Control
▪ **Early Psychosis Intervention Standards (Nov 2010)**	
▪ **Ontario Program Standards for ACT Teams (2005)**	
▪ **Intensive Case Management Service Standards for Mental Health Services and Supports (2005)**	
▪ **Crisis Response Service Standards for Mental Health Services and Supports (2005)**	
▪ **Psychiatric Sessional Funding Guidelines (2004)**	
▪ **Joint Policy Guideline for the Provision of Community Mental Health and Developmental Services for Adults with Dual Diagnosis (2008)**	
▪ **Addictions Ontario Withdrawal Management Standards (2004)**	
▪ **Ontario Admission Discharge Criteria for Addiction Agencies (2000)**	
▪ **Admission, Discharge and Assessment Tools for Ontario Addiction Agencies (2000)**	
▪ **South Oaks Gambling Screen (SOGS)**	
▪ **Ontario Healthcare Reporting Standards – OHRS/MIS - most current version available to applicable year**	
▪ **Community Financial Policy (2011)**	
▪ **Supply Chain Guideline (2009)**	

SCHEDULE E - PERFORMANCE

1.0 DEFINITIONS.

1.1 Terms. In this Schedule E, the following terms have the following meanings:

"Accountability Indicator "means a measure of HSP performance for which a Target is set;

"Explanatory Indicator" means a measure of HSP performance for which no Performance Target is set;

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

"Performance Standard" means the range of performance that results when a Performance Corridor is applied to a Target;

"Service Volume" means a measure of services for which a Target has been set.

"Target "means the level of performance expected of the HSP in respect of an Accountability Indicator.

1.2 Accountability Indicators

Without limiting the definition of "Accountability Indicator" set out in s. 1.1, Accountability Indicators:

- are associated with a Target and a Performance Corridor or at a minimum, have a benchmark (e.g. current level of service must be maintained/decreased, etc.);
- may be tied to dedicated funding from the MOHLTC;
- are valid, feasible measures of system performance; and
- allow for comparability across like organizations and/or regions.

Balanced Budget is an example of an Accountability Indictor.

1.3 Explanatory Indicators

Without limiting the definition of "Explanatory Indicator" set out in s. 1.1, Explanatory Indicators:

- are complementary indicators to the Accountability Indicators and will be documented in the technical specifications of the most appropriate Accountability Indicator(s);
- support planning, negotiation or problem-solving at the provincial, LHIN level or agency level;
- support transparency and enable planning discussions;
- support of improving and sustaining health system quality, effectiveness and efficiency;
- are indicators where data may already be provided through existing reporting systems; and
- will not trigger consequences under the SAA (unless otherwise specified in a Performance Improvement Plan or new funding obligations).

Turnover Rate is an example of an Explanatory Indicator.

CORE INDICATORS- ALL SECTORS

Schedule E1
CORE INDICATORS- All Sectors

Healthcare Service Provider: North Bay Recovery Home

Accountability Indicators	2011-2012		2012-2013		2013-2014	
	Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
% Total Margin	0%	>=0%	0%	>=0%	TBD	TBD
Fund Type 2- Balanced Budget	0	0	0	0	TBD	TBD
Proportion of Budget Spent on Administration	21%	< 25%	21%	< 25%	TBD	TBD
Variance Forecast to Actual Expenditures	0.0%	< 5%	0.0%	< 5%	TBD	TBD
Variance Forecast to Actual Units of Service	0.0%	< 5%	0.0%	< 5%	TBD	TBD

Explanatory Indicators
Cost per Unit Service (by Functional Centre)
Cost per Individual Served (by program/service)
Turnover Rate
Repeat Unplanned Emergency Visits within 30 days - Mental Health Conditions
Repeat Unplanned Emergency Visits within 30 days - Substance Abuse Conditions
Percentage of Alternate Level of Care (ALC) days

> No negative variance is accepted for Total Margin
> Fund Type 2- Balanced Budget: HSP's are required to submit a balanced budget.
> TBD: To be Determined

CORE INDICATORS- ALL SECTORS

Schedule E2a
CORE INDICATORS- All Sectors

Healthcare Service Provider: North Bay Recovery Home

OHRS Description	Health Service Activity *FTE & Total Functional Centre Cost: These values are provided for information purposes only. They are not Accountability Indicators.	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
COM Mental Health/Addictions -Home Care							
COM Addictions Home Care - Substance Abuse 72 5 30 78 11 S 448*, 449*, 450*, 451*, 455*	Full-time equivalents (FTE) S 310*,350*,380*,390* (Earned Hours) divided by 1950= FTE	*1	N/A	*1	N/A	*TBD	N/A
COM Addictions Home Care - Substance Abuse 72 5 30 78 11 S 448*, 449*, 450*, 451*, 455*	Visits Face-to-face, Telephone In-House, Contracted Out S 450*, 451*, 448*, 449*	1248	1123 - 1373	1872	1685 - 2059	TBD	TBD
COM Addictions Home Care - Substance Abuse 72 5 30 78 11 S 448*, 449*, 450*, 451*, 455*	Individuals Served by Functional Centre or as appropriate Individuals Served by Organization S. 455*, 855*	8	6 - 10	12	10 - 14	TBD	TBD
COM Addictions Home Care - Substance Abuse 72 5 30 78 11 S 448*, 449*, 450*, 451*, 455*	Total Cost for Functional Centre	*$82,000	N/A	*$82,000	N/A	*TBD	N/A
COM Residential-Addictions							
COM Residential Addiction - Supportive Treatment 72 5 40 78 30 S 403*, 455*	Full-time equivalents (FTE) S 310*,350*,380*,390* (Earned Hours) divided by 1950= FTE	*7.77	N/A	*7.77	N/A	*TBD	N/A
COM Residential Addiction - Supportive Treatment 72 5 40 78 30 S 403*, 455*	Inpatient/Resident Days S 403*	8030	7629 - 8432	8030	7629 - 8432	TBD	TBD
COM Residential Addiction - Supportive Treatment 72 5 40 78 30 S 403*, 455*	Individuals Served by Functional Centre or as appropriate Individuals Served by Organization S. 455*, 855*	150	120 - 180	150	120 - 180	TBD	TBD
COM Residential Addiction - Supportive Treatment 72 5 40 78 30 S 403*, 455*	Total Cost for Functional Centre	*$459,855	N/A	*$459,855	N/A	*TBD	N/A

Sector Specific Indicators- Mental Health & Addictions

Schedule E2c:
MH&A Specific Indicators

Healthcare Service Provider: North Bay Recovery Home

Accountability Indicators	2011-2012		2012-2013		2013-2014	
	Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
Number of Days from Referral to Assessment	[1]N/A	[1]N/A	[1]N/A	[1]N/A	TBD	TBD

Explanatory Indicators
*% of Clients Satisfied with Services Received

> [1]N/A - not a Accountability indicator in 2011-12 or 2012-13
> *This is an Explanatory Indicator in 2013-14 only
> TBD - To be determined

LHIN Local Indicators- LHIN Specific

Healthcare Service Provider: North Bay Recovery Home

Sector:	Activity	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
ALL SECTORS	Commitment to Integration	-	-	-	-	-	-

Measure/Obligation

The HSP Board of Directors and management previously passed Board motions that committed the HSP to support the principles of integration as per the section 24 of the Local Health System Integration Act, 2006 (LHSIA) as a means of improving the health system in northern Ontario.
On an annual basis the HSP is committed to completing the following:
1) An organizational self assessment tool of gaps, issues and pressures in the delivery of health care services (tool to be provided by the LHIN)
2) A report, by May 31st of each year, of integration opportunities and strategies to implement which would include at a minimum (template to be provided by the LHIN)
• Summary of discussions with HSPs for the identification and implementation of integration opportunities within the sector
• Summary of discussions with HSPs for the identification and implementation of integration opportunities within the HUB region

Sector:	Activity	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
ALL SECTORS	Alternate Level of Care Improvement	-	-	-	-	-	-

Measure/Obligation

In the North East LHIN, the percentage of ALC patient days remains the highest in the province at 34%. The 2010/11 MOHLTC-LHIN Performance Agreement target is 17%. The current ALC situation in the North East remains a priority for all leaders in our communities who are making a concerted effort to introduce new initiatives and improvements. It is the Health Service Provider's responsibility to participate in community planning initiatives to help reduce the number of Alternate Level of Care patients in the hospital and to help reduce the number of emergency department visits for at risk seniors.

Sector:	Activity	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
ALL SECTORS	AAH Funding and Reporting	-	-	-	-	-	-

Measure/Obligation

Health Service Provider's who have received Aging at Home funding will submit a quarterly report on the indicators provided in Schedule E, Appendix 1. The quarterly reports will be due at the same time as the OHRS/MIS reports in WERS/SRI, as indicated in Schedule C, plus a Q1 report which will be due on July 15th of each year.

LHIN Local Indicators- LHIN Specific

Schedule E3:
LHIN Local Indicators

Healthcare Service Provider: North Bay Recovery Home

Sector:	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
ALL SECTORS	-	-	-	-	-	-

Activity	Measure/Obligation
French Language Services (FLS) Reporting Requirements	Information reported in the FLS Report submitted in Q4 of 2010-2011 will serve to verify if the 2009-2011 target for the FLS Equity Index has been reached and to identify the new baseline for the FLS Equity Index for the 2011-2014 service accountability agreement. The baseline index and target will be communicated to the HSP during Q1 of 2011-2012. For monitoring purposes, the HSP will complete a FLS Report in Q4 of each year for the duration of the agreement in the manner prescribed by the NE LHIN. If the HSP is showing a decrease in its baseline FLS Equity Index at the end of year 1 of this agreement, the NE LHIN may request FLS reporting in both Q2 and Q4 of year 2 and year 3. If the HSP is showing a baseline FLS Equity Index of 1 or above, the HSP will complete the FLS report in Q4 of the last year of the agreement in the manner prescribed by the NE LHIN. **FLS Planning** Based on the results of the FLS Report submitted by the HSP, as described above, the NE LHIN may also require the HSP to complete an FLS Implementation Plan as a planning tool to assist the HSP in meeting its target, or may require the HSP to complete an FLS Designation Plan if the HSP is deemed ready for designation under the French Language Services Act (FLSA).[1] This requirement will be communicated to the HSP during Q1 of 2011-2012. [1] *Designation under the FLSA is a legal process and an official recognition of a HSP's ability to provide quality FLS.*

Sector:	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
Mental Health	-	-	-	-	-	-

Activity	Measure/Obligation
Addiction/Mental Health ED Readmission Rates	As related to the template that all agencies were to have completed in December 2010 all community Addiction and Mental Health agencies will move forward in 2011/12 with LHIN approved strategies that will reduce the number of Addiction and Mental Health clients revisits to hospital emergency departments.

Sector:	2011-2012 Target	2011-2012 Performance Standard	2012-2013 Target	2012-2013 Performance Standard	2013-2014 Target	2013-2014 Performance Standard
Additions	-	-	-	-	-	-

Activity	Measure/Obligation
Addiction Subsidized Housing	In collaboration with the addiction service provider, the HSP is responsible to establish, populate, case manage and monitor 8 rent subsidies to addiction clients as per the program specifications.

SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

Project Funding Agreement Template

Note to M-SAA: 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. In both instances the HSP remains accountable for the funding that is provided by the LHIN – whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider.

THIS PROJECT FUNDING AGREEMENT (the "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 the PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in the PFA, the following words and phrases have the following meanings:

"Deliverable" means one of, and "**Deliverables"** mean more than one of, the deliverables provided by the HSP pursuant to the terms of this PFA and set out in Appendix A to this PFA;

"**Project Funding**" means the applicable price or funding for the Services and Deliverables and set out in Appendix A to this PFA;

"Service" means one of, and "**Services "** mean more than one of, the services provided by the HSP pursuant to the terms of this PFA and set out 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 the PFA. This PFA is made subject to and hereby incorporates the terms of the SAA. On execution the PFA will be appended to the SAA as a Schedule.

SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

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

4.0 Right to Re-use Deliverables. The HSP will grant, and will ensure that it acquires all the rights, and waivers of moral rights, it requires to grant to, and enable the LHIN to fully utilize, a perpetual, worldwide, non-exclusive, irrevocable, transferable royalty free, fully paid up right and license (a) to use, modify, reproduce and distribute the Deliverables in any form or format; and (b) to authorize other persons, including one or more local health integration networks to do any of the actions set out in (a) on behalf of the LHIN.

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

6.0 Representatives for PFA.

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

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

7.0 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 the PFA, the 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 AND DELIVERABLES

1. DESCRIPTION OF PROJECT

2. DESCRIPTION OF SERVICES

3. DESCRIPTION OF DELIVERABLES

4. OUT OF SCOPE

5. DUE DATES

6. PERFORMANCE STANDARDS

7. REPORTING

8. PROJECT ASSUMPTIONS

9. PROJECT FUNDING

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

9.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Deliverables under this PFA are not to exceed [X].

SCHEDULE G - DECLARATION OF COMPLIANCE FORM

DECLARATION OF COMPLIANCE

Issued pursuant to the M-SAA effective April 1, 2011

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 – Sept. 30, 201X or October 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, 2011.

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 Schedule G, 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
(ii) the *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

_____

[insert name of Chair], [insert title]