

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

**CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK**


By:

MAR 20 2020

  
Renato Discenza  
Chief Executive Officer

Date

And by:

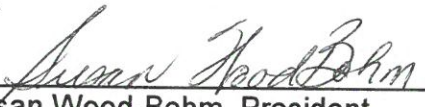
  
Stewart Sutley, Vice President  
Health System Strategy, Integration,  
Planning and Performance

Date

February 19, 2020

**COMMUNITY CARE PETERBOROUGH**

By:

  
Susan Wood-Bohm, President

Date

Feb 12, 2020

And by:

  
Danielle Belair, Executive Director

Date

Feb. 12, 2020

I/We have authority to bind the HSP.

## **APPENDIX 1**

Attached to and forming part of the Amending Agreement between the LHIN and the HSP effective as of March 31, 2020.

### **MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT April 1, 2019 to March 31, 2022**

#### **SERVICE ACCOUNTABILITY AGREEMENT**

**with**

**COMMUNITY CARE PETERBOROUGH**

**Effective Date: April 1, 2019**

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- A - Total Funder Funding
- B - Reports
- C - Directives, Guidelines, and Policies
- D - Performance
- E - Project Funding Agreement Template
- F - Declaration of Compliance

**THIS AGREEMENT** effective as of the 1<sup>st</sup> day of April, 2019

**BETWEEN:**

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

- and -

**COMMUNITY CARE PETERBOROUGH** (the "HSP")

**Background:**

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

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

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

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

**ARTICLE 1.0 - DEFINITIONS & INTERPRETATION**

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

**"Accountability Agreement"** means the accountability agreement, as that term is defined in the Enabling Legislation, in place between the Funder and the Ministry during a Funding Year;

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

**“Agreement”** means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

**“Annual Balanced Budget”** means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;

**“Applicable Law”** means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement;

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

**“Board”** means:

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

- (1) a corporation, the board of directors;
  - (2) a First Nation, the band council; and
  - (3) a municipality, the municipal council;
- and,

(b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the Funder and may be:

- (1) a corporation, the board of directors;
- (2) a First Nation, the band council;
- (3) a municipality, the committee of management;
- (4) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;

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

**“Budget”** means the budget approved by the Funder and appended to this Agreement in Schedule A;

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

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

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

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

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

**"Compliance Declaration"** means a compliance declaration substantially in the form set out in Schedule F;

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

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

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

has other commitments, relationships or financial interests that:

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

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

carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

**“Days”** means calendar days;

**“Designated”** means designated as a public service agency under the FLSA;

**“Digital Health”** 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;

**“Effective Date”** means April 1, 2019;

**“Enabling Legislation”** before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect means the CCA;

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

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

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

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

**“FLSA”** means the *French Language Services Act* and the regulations made under it as it and they may be amended from time to time;

**“Funder”** before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect means Ontario Health;

**"Funding"** means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement;

**"Funding 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;

**"Health System Funding Reform"** has the meaning ascribed to it in the Accountability Agreement, and is a funding strategy that features quality-based funding to facilitate fiscal sustainability through high quality, evidence-based and patient-centred care;

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

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

**"Indemnified Parties"** means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and Her 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 Funder in a Review;

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

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

**"Mandate Letter"** has the meaning ascribed to it in the Memorandum of Understanding between the Ministry and the Funder, and means a letter from the Ministry to the Funder establishing priorities in accordance with the Premier's mandate letter to the Ministry;

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

**"Ministry"** means, as the context requires, the Minister or the Ministry of Health and Long-Term Care or such other ministry as may be designated in accordance

with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;

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

**“MSAA Indicator Technical Specifications document”** means, as the context requires, either or both of the document entitled “Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Indicator Technical Specifications November 5, 2018 Version 1.3” and the document entitled “Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Target and Corridor-Setting Guidelines” as they may be amended or replaced from time to time;

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

**“Ontario Health”** means the corporation without share capital under the name Ontario Health as continued under the CCA;

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

**“Performance Corridor”** means the acceptable range of results around a Performance Target;

**“Performance Factor”** means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement;

**“Performance Indicator”** means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document;

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

**“Performance Target”** means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

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

**“Planning Submission”** or **“CAPS”** or **“Community Accountability Planning Submission”** means the HSP Board approved planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder;

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

**“Project Funding Agreement”** means an agreement in the form of Schedule D that incorporates the terms of this Agreement and enables the Funder to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

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

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

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

**Schedule A:** Total Funder Funding;

**Schedule B:** Reports;

**Schedule C:** Directives, Guidelines and Policies;

**Schedule D:** Performance;

**Schedule E:** Project Funding Agreement Template; and

**Schedule F:** Declaration of Compliance.

**“Service Plan”** means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

**“Services”** means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

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

**“Transfer Order”** means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health;

**“Transition Plan”** means a transition plan, acceptable to the Funder that indicates how the needs of the HSP’s clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

**“2014-18 MSAA”** means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.
- 1.3 MSAA Indicator Technical Specification Document.** This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

## **ARTICLE 2.0 - 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, 2022 unless terminated earlier or extended pursuant to its terms.

## **ARTICLE 3.0A SERVICE ACCOUNTABILITY AGREEMENT. THIS AGREEMENT IS A SERVICE ACCOUNTABILITY AGREEMENT FOR THE PURPOSES OF THE ENABLING LEGISLATION.**

## **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: