

- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

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

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with LHSIA;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that:
 - (1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;
 - (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;

- (3) it will enforce the HSP's rights under the Performance Agreement; and
- (4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

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

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

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.

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

ARTICLE 11.0 – LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

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

11.2 Ibid. For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not

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

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

11.4 Insurance.

- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
 - (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
 - a. The Indemnified Parties as additional insureds;
 - b. Contractual Liability;
 - c. Cross-Liability;
 - d. Products and Completed Operations Liability;

- e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled “Proof of WSIA Coverage”;
 - f. Tenants Legal Liability; (for premises/building leases only);
 - g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
 - h. A 30-Day written notice of cancellation, termination or material change.
- (2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid *Workplace Safety and Insurance Act, 1997* (“WSIA”) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
- (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
- (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor’s obligations under the subcontract.

ARTICLE 12.0 – TERMINATION AND EXPIRY OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the LHIN:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued all or part of the Services; or
 - d. it is not reasonable for the HSP to continue to provide all or part of the Services;
 - (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
 - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;
 - (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan;
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of

- Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
- (7) a Conflict of Interest that cannot be resolved.

- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:
- (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
 - (2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN may terminate this Agreement:
- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.

- (b) **Failure to Remedy.** If the LHIN has provided the HSP with an opportunity to remedy the breach, and:
- (1) the HSP does not remedy the breach within the time period specified in the Notice;
 - (2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
 - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,

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

12.4 Consequences of Termination. If this Agreement is terminated pursuant to this Article, the LHIN may:

- (a) cancel all further Funding instalments;
- (b) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
- (c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and
- (d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).

12.5 Effective Date. Termination under this Article will take effect as set out in the Notice.

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

12.7 Expiry of Agreement. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN, along with a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the

expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.

- 12.8 Failure to Provide Notice of Expiry.** If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this Agreement for so long as the LHIN may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 13.0 – NOTICE

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

To the LHIN:

To the HSP:

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

ARTICLE 14.0 – ADDITIONAL PROVISIONS

- 14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.4 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.
- 14.5 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 LHSIA. Notwithstanding anything else in this Agreement, any express or

implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

- 14.6 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 LHSIA, nor the right to exercise its rights under these statutes at any time.
- 14.7 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.8 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.9 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.10 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.11 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15.0 – ENTIRE AGREEMENT

- 15.1 Entire Agreement.** This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the LHIN has provided Funding to the HSP pursuant to an amendment to the 2014-2018 MSAA, the 2018 Multi-Sector Accountability Agreement, or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions

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of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

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

By:

DATE

And by:

DATE

By:

DATE

I have authority to bind the HSP

And by:

DATE

I have authority to bind the HSP

Schedule A: Total LHIN Funding
2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHSR VERSION 10.2	2019-2020 Plan Target	2020-2021 Plan Target	2021-2022 Plan Target
REVENUE					
LHIN Global Base Allocation	1	F 11006	\$2,227,464	\$2,227,464	TBD
HBAM Funding (CCAC only)	2	F 11005	\$0	\$0	TBD
Quality-Based Procedures (CCAC only)	3	F 11004	\$0	\$0	TBD
MOHLTC Base Allocation	4	F 11010	\$0	\$0	TBD
MOHLTC Other funding envelopes	5	F 11014	\$0	\$0	TBD
LHIN One Time	6	F 11008	\$0	\$0	TBD
MOHLTC One Time	7	F 11012	\$0	\$0	TBD
Paymaster Flow Through	8	F 11019	\$0	\$0	TBD
Service Recipient Revenue	9	F 11050 to 11090	\$97,100	\$97,100	TBD
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$2,324,564	\$2,324,564	TBD
Recoveries from External/Internal Sources	11	F 120*	\$0	\$0	TBD
Donations	12	F 140*	\$0	\$0	TBD
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0	\$0	TBD
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$0	\$0	TBD
TOTAL REVENUE	FUND TYPE 2	Sum of Rows 10 and 14	\$2,324,564	\$2,324,564	TBD
EXPENSES					
Compensation					
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$1,778,967	\$1,778,967	TBD
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$351,289	\$351,289	TBD
Employee Future Benefit Compensation	19	F 305*	\$0	\$0	TBD
Physician Compensation	20	F 390*	\$0	\$0	TBD
Physician Assistant Compensation	21	F 390*	\$0	\$0	TBD
Nurse Practitioner Compensation	22	F 380*	\$0	\$0	TBD
Physiotherapist Compensation (Row 128)	23	F 350*	\$0	\$0	TBD
Chiropractor Compensation (Row 129)	24	F 390*	\$0	\$0	TBD
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	\$0	\$0	TBD
Sessional Fees	26	F 39092	\$0	\$0	TBD
Service Costs					
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	\$0	\$0	TBD
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$141,384	\$141,384	TBD
Community One Time Expense	29	F 69596	\$0	\$0	TBD
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	\$1,500	\$1,500	TBD
Amortization on Major Equip, Software License & Fees	31	F 750*, 780*	\$0	\$0	TBD
Contracted Out Expense	32	F 8*	\$1,140	\$1,140	TBD
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$50,284	\$50,284	TBD
Building Amortization	34	F 9*	\$0	\$0	TBD
TOTAL EXPENSES	FUND TYPE 2	Sum of Rows 17 to 34	\$2,324,564	\$2,324,564	TBD
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	\$0	\$0	TBD
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$0	\$0	TBD
SURPLUS/DEFICIT Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	\$0	\$0	TBD
FUND TYPE 3 - OTHER					
Total Revenue (Type 3)	39	F 1*	\$36,321	\$36,321	TBD
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$36,321	\$36,321	TBD
NET SURPLUS/(DEFICIT)	FUND TYPE 3	Row 39 minus Row 40	\$0	\$0	TBD
FUND TYPE 1 - HOSPITAL					
Total Revenue (Type 1)	42	F 1*	\$0	\$0	TBD
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	\$0	TBD
NET SURPLUS/(DEFICIT)	FUND TYPE 1	Row 42 minus Row 43	\$0	\$0	TBD
ALL FUND TYPES					
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$2,360,885	\$2,360,885	TBD
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$2,360,885	\$2,360,885	TBD
NET SURPLUS/(DEFICIT)	ALL FUND TYPES	Row 45 minus Row 46	\$0	\$0	TBD
Total Admin Expenses Allocated to the TPBEs					
Undistributed Accounting Centres	48	F 72 7*, F 72 8*, F 72 9*, F 82*	\$0	\$0	TBD
Plant Operations	49	F 72 1 5*, F 72 1 6*	\$50,284	\$50,284	TBD
Volunteer Services	50	F 72 1 40*	\$1,000	\$1,000	TBD
Information Systems Support	51	F 72 1 25*	\$3,571	\$3,571	TBD
General Administration	52	F 72 1 10*	\$82,351	\$82,351	TBD
Other Administrative Expenses	53	F 72 1 12*, F 72 1 15*, F 72 1 20*, F 72 1 22*, F 72 1 3*, F 72 1 45*, F 72 1 7*, F 72 1 8*, F 72 1 9*	\$0	\$0	TBD
Admin & Support Services	54	Sum of Rows 49-53	\$137,206	\$137,206	TBD
Management Clinical Services	55	F 72 5 05	\$0	\$0	TBD
Medical Resources	56	F 72 5 07	\$0	\$0	TBD
Total Admin & Undistributed Expenses	57	Sum of Rows 48, 54, 55-56 (included in Fund Type 2 expenses above)	\$137,206	\$137,206	TBD

Schedule B: Reports

COMMUNITY SUPPORT SERVICES

2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

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

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "**". When a reporting due date falls on a weekend, the report will be due on the next business day.

OHRM/MIS Trial Balance Submission (through OHFS)*	
2019-2020	Due Date (Must pass 3c Edits)
2019-2020 Q2	October 31, 2019
2019-2020 Q3	January 31, 2020
2019-2020 Q4	May 31, 2020
2020-2021	Due Date (Must pass 3c Edits)
2020-2021 Q2	October 31, 2020
2020-2021 Q3	January 31, 2021
2020-2021 Q4	May 31, 2021
2021-2022	Due Date (Must pass 3c Edits)
2021-2022 Q2	October 31, 2021
2021-2022 Q3	January 31, 2022
2021-2022 Q4	May 31, 2022

Supplementary Reporting - Quarterly Report (through SRI)*	
2019-2020	Due Date
2019-2020 Q2	November 7, 2019
2019-2020 Q3	February 7, 2020
2019-2020 Q4	June 7, 2020
2020-2021	Due Date
2020-2021 Q2	November 7, 2020
2020-2021 Q3	February 7, 2021
2020-2021 Q4	June 7, 2021
2021-2022	Due Date
2021-2022 Q2	November 7, 2021
2021-2022 Q3	February 7, 2022
2021-2022 Q4	June 7, 2022

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

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

Fiscal Year	Due Date
2019-2020	June 30, 2020
2020-2021	June 30, 2021
2021-2022	June 30, 2022

Schedule B: Reports

COMMUNITY SUPPORT SERVICES

2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

Board Approved Audited Financial Statements *

(All HSPs must submit a paper copy of Board Approved Audited Financial Statements, duly signed, to the Ministry and the respective LHIN where funding is provided.)

Fiscal Year	Due Date
2019-2020	June 30, 2020
2020-2021	June 30, 2021
2021-2022	June 30, 2022

Declaration of Compliance

Fiscal Year	Due Date
2019-2020	June 30, 2020
2020-2021	June 30, 2021
2021-2022	June 30, 2022

Community Support Services – Other Reporting Requirements

Requirement	Fiscal Year	Due Date
French Language Service Report	2019-2020	April 30, 2020
French Language Service Report	2020-2021	April 30, 2021
French Language Service Report	2021-2022	April 30, 2022

Community Engagement and Integration Activities Reporting

Fiscal Year	Due Date
2019-2020	June 30, 2020
2020-2021	June 30, 2021
2021-2022	June 30, 2022

SCHEDULE C – DIRECTIVES, GUIDELINES AND POLICIES COMMUNITY SUPPORT SERVICES

2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

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

• 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
• Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
• Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
• Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
• Broader Public Sector Perquisites Directive August 2011
• Broader Public Sector Procurement Directive July 2011
• Community Financial Policy, 2016
• Community Support Services Complaints Policy (2004)
• Guide to Requirements and Obligations Relating to French Language Health Services, November 2017
• Guideline for Community Health Service Providers Audits and Reviews, August 2012
• Ontario Healthcare Reporting Standards – OHRS/MIS – most current version available to applicable year
• Personal Support Services Wage Enhancement Directive, 2014
• Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
• Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
• Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012
• Screening of Personal Support Workers (2003)

Schedule D1: Core Indicators

2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

Performance Indicators	2019-2020 Target	Performance Standard	2020-2021 Target	Performance Standard	2021-2022 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	>=0	\$0	>=0	TBD	TBD
Proportion of Budget Spent on Administration	Refer to Schedule D3a	Refer to Schedule D3a	Refer to Schedule D3a	Refer to Schedule D3a	TBD	TBD
**Percentage Total Margin	0.00%	>= 0%	0.00%	>= 0%	TBD	TBD
Service Activity by Functional Centre (Refer to Schedule D2a)						
Number of Individuals Served by Functional Centre (Refer to Schedule D2a)						

Explanatory Indicators

Cost per Unit Service (by Functional Centre)
Cost per Individual Served (by Program/Service/Functional Centre)
Client Experience
Percentage of Alternate Level of Care (ALC) days (closed cases)

* Balanced Budget Fund Type 2: HSPs are required to submit a balanced budget

** No negative variance is accepted for Total Margin

Schedule D2a: Clinical Activity- Detail
2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

OHRs Description & Functional Centre		2019-2020 Target	2019-2020 Performance Standard	2020-2021 Target	2020-2021 Performance Standard	2021-2022 Target	2021-2022 Performance Standard
*These values are provided for information purposes only. They are not Accountability Indicators.							
Administration and Support Services 72 1							
Full-time equivalents (FTE)	72 1	1.13	n/a	1.13	n/a	TBD	TBD
Total Cost for Functional Centre	72 1	\$137,206	n/a	\$137,206	n/a	TBD	TBD
Health Prom/Educ & Dev - General Geriatric 72 5 50 96 10							
Full-time equivalents (FTE)	72 5 50 96 10	1.80	n/a	1.80	n/a	TBD	TBD
Not Uniquely Identified Service Recipient Interactions	72 5 50 96 10	1,500	1350 - 1650	1,500	1350 - 1650	TBD	TBD
Individuals Served by Functional Centre	72 5 50 96 10	645	548 - 742	645	548 - 742	TBD	TBD
Group Sessions	72 5 50 96 10	200	160 - 240	200	160 - 240	TBD	TBD
Total Cost for Functional Centre	72 5 50 96 10	\$150,949	n/a	\$150,949	n/a	TBD	TBD
Group Participant Attendances	72 5 50 96 10	3,384	3046 - 3722	3,384	3046 - 3722	TBD	TBD
CSS IH - Day Services 72 5 82 20							
Full-time equivalents (FTE)	72 5 82 20	12.93	n/a	12.93	n/a	TBD	TBD
Individuals Served by Functional Centre	72 5 82 20	105	84 - 126	105	84 - 126	TBD	TBD
Attendance Days Face-to-Face	72 5 82 20	9,025	8574 - 9476	9,025	8574 - 9476	TBD	TBD
Total Cost for Functional Centre	72 5 82 20	\$882,253	n/a	\$882,253	n/a	TBD	TBD
CSS IH - Assisted Living Services 72 5 82 45							
Full-time equivalents (FTE)	72 5 82 45	19.78	n/a	19.78	n/a	TBD	TBD
Inpatient/Resident Days	72 5 82 45	27,815	26702 - 28928	27,815	26702 - 28928	TBD	TBD
Individuals Served by Functional Centre	72 5 82 45	88	70 - 106	88	70 - 106	TBD	TBD
Total Cost for Functional Centre	72 5 82 45	\$1,148,549	n/a	\$1,148,549	n/a	TBD	TBD
CSS IH - Foot Care Services 72 5 82 70							
Full-time equivalents (FTE)	72 5 82 70	0.08	n/a	0.08	n/a	TBD	TBD
Visits	72 5 82 70	100	80 - 120	100	80 - 120	TBD	TBD
Individuals Served by Functional Centre	72 5 82 70	50	40 - 60	50	40 - 60	TBD	TBD
Total Cost for Functional Centre	72 5 82 70	\$5,607	n/a	\$5,607	n/a	TBD	TBD
ACTIVITY SUMMARY							
Total Full-Time Equivalents for all F/C		35.72		35.72		TBD	
Total Visits for all F/C		100		100		TBD	
Total Not Uniquely Identified Service Recipient Interactions for all F/C		1,500		1,500		TBD	
Total Inpatient/Resident Days for all F/C		27,815		27,815		TBD	
Total Individuals Served by Functional Centre for all F/C		888		888		TBD	
Total Attendance Days for all F/C		9,025		9,025		TBD	
Total Group Sessions for all F/C		200		200		TBD	
Total Group Participants for all F/C		3,384		3,384		TBD	
Total Cost for All F/C		\$ 2,324,564		\$ 2,324,564		TBD	

Schedule D2d: CSS Sector Specific Indicators

2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

Performance Indicators	2019-2020 Target	Performance Standard	2020-2021 Target	Performance Standard	2021-2022 Target	Performance Standard
No Performance Indicators	-	-	-	-	-	-
Explanatory Indicators						
Number of persons waiting for service (by functional centre)						

Schedule F: Declaration of Compliance
2019-2022

Health Service Provider: Yee Hong Centre for Geriatric Care

Appendix 1 - Exceptions

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