LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

MULTI-HOMES

September 6, 2023 to March 31, 2024

SERVICE ACCOUNTABILITY AGREEMENT

with

Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd.

Effective Date: September 6, 2023

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THIS AGREEMENT effective as of the 6th day of September, 2023.

BETWEEN:

ONTARIO HEALTH (the "Funder")

AND

Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd. (the "HSP")

IN RESPECT OF SERVICES PROVIDED AT:

AgeCare Brant located at
1182 Northshore Boulevard East, Burlington, ON L7S 1C5

and

AgeCare West Williams located at
200 David Bergey Drive, Kitchener, ON N2E 3Y4

and

AgeCare Willowgrove located at
1217 Old Mohawk Road, Ancaster, ON L9K 1P6

Background:

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the "CCA").

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

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a "Municipal HSP") under the Provincial Long-Term Care Home Service Accountability Agreement – Multi-Homes template (the "LSAA-MH"), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA-MH, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA-MH due to its responsibilities as a municipal government or the legal framework under

which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA-MH as a Municipal HSP.

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

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

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

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

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

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

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

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

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

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

"**Applicable Policy**" means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this

Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

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

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

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

(a) a corporation, the board of directors;

(b) A First Nation, the band council;

(c) a municipality, the committee of management;

(d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

(e) a partnership, the partners; and

(f) a sole proprietorship, the sole proprietor.

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

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

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

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

"**Confidential Information**" means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the

information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

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

(a) the HSP;

(b) a member of the HSP's Board; or

(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or

(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

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

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

"**Days**" means calendar days.

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

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

"**Digital Health**" refers to the use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

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

"**Effective Date**" means September 6, 2023.

"**Enabling Legislation**" 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 in respect of a Home 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**" means Ontario Health.

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

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

"**Home**" means each long-term care home identified above at the corresponding

location set out above, which for clarity includes the buildings where Beds are located and for greater certainty, “Home” includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement; and “**Homes**” means any two or more, or all, of these, as the context requires.

“**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 His Majesty the King in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review.

“**Interest Income**” means interest earned on the Funding.

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

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

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

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

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

“**Notice**” means any notice or other communication required to be provided

pursuant to this Agreement, the Enabling Legislation or the Act.

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

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

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

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

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the 2023-2024 LSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Service Volume**" means a measure of Services for which a Performance Target is set.

1.2 Interpretation.

(a) 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.

(b) Notwithstanding anything else in this Agreement, the parties agree that this Agreement and each party's obligations under this Agreement, are to be interpreted in respect of each Home as if the parties had entered into individual agreements for that Home. The inclusion of multiple Homes in this Agreement is for administrative convenience only. Unless otherwise provided, the rights, obligations and remedies of each party are to be considered the rights, obligations and remedies of that party in respect of Services provided by the HSP at an individual Home only and not at all of the Homes.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

2.1 Term. The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2024 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.

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

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

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 Provision of Services.

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

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

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

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

(d) The HSP will not restrict or refuse the provision of Services at any Home

to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

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

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

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

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

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

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

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

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

(d) engage with the Funder to maintain and enhance digital health assets to ensure service resilience, interoperability, security, and comply with any clinical, technical, and information management standards, including those related to

data, architecture, technology, privacy and security, set for the HSP by the Funder and/or the Ministry; and

(e) operate an information security program in alignment with reasonable guidance provided by Ontario Health.

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

3.6 French Language Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) maintain its French language services capacity;

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

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

ARTICLE 4.0 - FUNDING

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

4.2 Conditions of Funding.

(a) The HSP will:

(1) use the Funding only for the purpose of providing the Services at the Home for which the Funding was provided in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
(2) not use the Funding for compensation increases prohibited by Applicable Law;
(3) meet all obligations in the Schedules;
(4) fulfill all other obligations under this Agreement; and

(5) plan for and achieve an Annual Balanced Budget.

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

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

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

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

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 10.4 in respect of each Home;

(d) will not be required to continue to provide funds in respect of a Home,

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

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

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

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

4.6 Procurement of Goods and Services.

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

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition

of supplies, equipment or services valued at over $[redacted] through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

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

ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

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

(1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
(2) on a change to the Services;
(3) if required by either the Director or the Minister under the Act;
(4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
(5) as otherwise permitted by this Agreement.

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

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

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

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

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

5.3 Settlement and Recovery of Funding for Prior Years.

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

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

5.4 Debt Due.

(a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

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

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

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

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

(b) **Multi-Year Planning**. The Planning Submission will be in a form

acceptable to the Funder and may be required to incorporate

(1) prudent multi-year financial forecasts;

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

(3) realistic risk management strategies.

If the Funder has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

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

(1) are targets only;

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

(3) are subject to confirmation; and

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

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

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

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

6.2 Community Engagement & Integration Activities.

(a) **Community Engagement**. The HSP will engage the community of diverse persons and entities in each area where it provides health services when setting priorities for the delivery of health services in that area and when developing plans for submission to the Funder including but not limited to the HSP's Planning Submissions and integration proposals. As part of its community engagement activities, the HSPs will

have in place, and utilize, effective mechanisms for engaging families and patients to help inform the HSP plans.

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

(c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder.

6.3 Planning and Integration Activity Pre-proposals.

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

(1) the HSP is considering an integration, or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;
(2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;
(3) to identify opportunities to integrate the services of the health system, other than those identified in (A) or (B) above; or
(4) if requested by the Funder.

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

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

person or entity is an example of an integration to which the Enabling Legislation may apply.

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

6.5 Termination of Designation of Convalescent Care Beds.

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

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

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

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

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

(1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,
(2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the

Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

ARTICLE 7.0 - PERFORMANCE

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

7.2 Performance Factors.

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

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

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

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

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

(a) discuss the causes of a Performance Factor;

(b) discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance; and

(c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

(a) The Performance Improvement Process will focus on the risks of non-

performance and problem-solving. It may include one or more of the following actions:

(1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the Funder;
(2) the conduct of a Review;
(3) an amendment of the HSP's obligations; and
(4) an in-year, or year end, adjustment to the Funding,

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

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

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

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

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

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

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

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

(b) **Reporting by Home**. For certainty, notwithstanding anything else in this Agreement and consistent with the requirements under the Act, the HSP's reporting obligations under this Agreement apply with respect to each Home individually.

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

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

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

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

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

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

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation.

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

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

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

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

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

(e) **Quality Improvement Plan**. The HSP will submit a Quality Improvement

Plan to Ontario Health that is aligned with this Agreement and supports health system priorities.

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

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

(h) **Declaration of Compliance**. On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement in respect of each Home. The form of the declaration is set out in Schedule E and may be amended by the Funder from time to time through the term of this Agreement.

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

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

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

If assessed, financial reductions will be assessed in respect of each Home for which a Report was late, incomplete or inaccurate.

8.2 Reviews.

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

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

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

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

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

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

8.3 Document Retention and Record Maintenance. The HSP will

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

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

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

8.4 Disclosure of Information.

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

Agreement may be subject to disclosure in accordance with FIPPA.

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

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at each Home. If the HSP or a Home operates a public website, this Agreement will also be posted on these websites.

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

ARTICLE 9.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

9.3 Governance.

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

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

(b) The HSP represents and warrants that it:

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

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

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

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

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

(2) in compliance with Applicable Law and Applicable Policy; and

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

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

ARTICLE 10.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

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

10.2 Same. For greater certainty and without limiting section 10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

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

10.4 Insurance.

(a) **Generally**. The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more

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

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

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

A. The Indemnified Parties as additional insureds,
B. Contractual Liability,
C. Cross-Liability,
D. Products and Completed Operations Liability,
E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled “Proof of WSIA Coverage”,
F. Tenants Legal Liability (for premises/building leases only),
G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
H. A 30 Day written notice of cancellation, termination or material change.

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

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

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

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such

professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

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

ARTICLE 11.0 – TERMINATION

11.1 General Provision. This Agreement may be terminated in accordance with the provisions of this Article, with respect to one or more Homes. In the event that this Agreement is terminated in respect of a specific Home, the Agreement is only terminated with respect to those Services at that Home and the Agreement remains in full force and effect in respect of Services provided by the HSP at the remaining Homes.

11.2 Termination by the Funder.

(a) **Immediate Termination in Respect of a Single Home.** The Funder may terminate this Agreement in respect of a Home immediately upon giving Notice to the HSP if:

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

(b) **Immediate Termination in Respect of Any or All Homes.** In addition to the foregoing, the Funder may terminate this Agreement in respect of any or all Homes, immediately upon giving Notice to the HSP if:

(1) the HSP ceases to carry on business;
(2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
(3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director; or

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

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

(d) **Opportunity to Remedy Material Breach**. If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give the HSP Notice, which Notice shall identify the subject Home and specify the particulars of the breach and the period of time within which the HSP is required to remedy the breach. In the event that one or more Homes are to be subject to termination in accordance with this Section, each Home shall be subject of a separate Notice. The Notice will advise the HSP that the Funder may terminate this Agreement in respect of the Home:

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

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

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

11.3 Termination of Services by the HSP.

(a) Except as provided in section 11.3(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason in respect of one or more Homes, upon giving the Funder at least six months' Notice.

(b) Where the HSP intends to cease providing the Services and close a Home, the HSP will provide Notice to the Funder at the same time the HSP is

required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.

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

11.4 Consequences of Termination.

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

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

(b) Despite (a), if the cost determined pursuant to section 11.4(a) (3) exceeds the Funding in respect of that Home remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services in respect of that Home.

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

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

ARTICLE 12.0 - NOTICE

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

To the Funder:	To the HSP:
Ontario Health West 356 Oxford St W, London, ON N6H 1T3	Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd. Attention: AgeCare Iris Management Ltd. 7070 Derrycrest Drive, Mississauga, ON, L5W 0G5
Attention: Chief Regional Officer	[redacted]
Email: OH-West-Reports@ontariohealth.ca	and Attention: Axium Infrastructure Inc. 120 Adelaide Street, Suite 425, Toronto, ON M5H 1T1 [redacted]

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

ARTICLE 13.0 - INTERPRETATION

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

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

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

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

ARTICLE 14.0 - ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

14.10 Survival. The provisions in Articles 1.0, 5.0, 8.0, 9.5, 10.0, 12.0, 13.0 and 14.0 and sections 2.3, 4.6, 9.4, 19.5 and 11.4 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

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

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

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

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

ARTICLE 15.0 - ENTIRE AGREEMENT

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

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

ONTARIO HEALTH

By:

[redacted] [redacted]

Susan deRyk, Chief Regional Officer, Ontario Health Central & West Regions — Date

And by:

[redacted] [redacted]

Mark Brintnell, Vice President, Performance, Accountability and Funding Allocation — Date

Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd.

In respect of:

AgeCare Brant, AgeCare West Williams and AgeCare Willowgrove

By:

[redacted] [redacted]

Dr. Hasmukh Patel
Chief Executive Officer and Director, AgeCare Iris Management Ltd., in its capacity as general partner of Regency LTC Operating Limited Partnership — Date

I have authority to bind the HSP
And by:

[redacted] [redacted]

Jarrod McIntosh
Director, Regency Operator GP Inc. in its capacity as general partner of Regency LTC Operating Limited Partnership — Date

I have authority to bind the HSP

2023-24 Description of Home and Services

LTCH Name: AgeCare Brant

A.1 General Information				
Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd.			
Name of Home: (as referred to on your Long-Term Care Home Licence)	AgeCare Brant			
LTCH Master Number (e.g. NH9898)	NH4441			
LTCH Licence Number	2900-L02			
Address	1182 Northshore Blvd. East			
City	Burlington		Postal Code	L7S 1C5
Accreditation organization	CARF Canada			
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	April 6, 2021		Year(s) Awarded (e.g. 3 years)	3 Years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N	N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Serviced (i.e ethnic, linguistic or religious)	N

2023-24 Description of Home and Services
LTCH Name: AgeCare Brant

A.2 Licensed or Approved Beds & Classification / Bed Type							
1. Licence Type	**Total # of Beds** **Note**: Each individual licence should be on a separate row. Please add additional rows as required.					**Licence Expiry Date** (e.g. May 31, 2025)	**Comments/Additional Information**
	A	**B**	**C**	**Upgraded D**	**New**		
Licence ("Regular" or Municipal Approval)					175	June 30, 2035	Effective Date: September 6, 2023 Expiry Date: June 30, 2035
TOTAL BEDS (1)	175						
Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							**Note:** Each individual licence should be on a separate row. Please add additional rows as required.

2. Licence Type	**Total # of Beds**	**Licence Expiry Date** (e.g., May 31, 2025)	**Comments/Additional Information**
Temporary	0		
Temporary Emergency	0		
Short-Term Authorization	0		
TOTAL BEDS (2)	0		
TOTAL # OF ALL LICENSED BEDS (1) + (2)	175		

2023-24 Description of Home and Services

LTCH Name: AgeCare Brant

Usage Type	Total # of Beds	Expiry Date (e.g., May 31, 2025)	Comments/Additional Information Please specify number of beds designated as Behavioural Support Unit (BSU) Beds, Other Designated Specialized Unit Beds and Beds held as Isolation **
Long Stay Beds **(not including beds below)**	175	June 30, 2035	
Convalescent Care Beds	0		
Respite Beds	0		
ELDCAP Beds	0		
Interim Beds	0		
Veterans' Priority Access beds	0		
Beds in Abeyance (BIA)	0		
Designated Specialized Unit beds	0		
Other beds *	0		
Total # of all Bed Types (3)	175		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization
** Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

2023-24 Description of Home and Services

LTCH Name: AgeCare Brant

A.3 Structural Information			
Type of Room (this refers to structural layout rather than what is charged in accommodations or current occupancy).			
Room Type	**Rooms**	**Multiplier**	**Number of beds**
Number of rooms with 1 bed	105	x 1	105
Number of rooms with 2 beds	35	x 2	70
Number of rooms with 3 beds	0	x 3	0
Number of rooms with 4 beds	0	x 4	0
Total Number of Rooms	**140**	**Total Number of Beds***	**175**
***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**			

Original Construction Date (Year)	2003
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	

Number of Units/Resident Home Areas and Beds	
Unit/Resident Home Area	**Number of Beds**
Aldershot	**21**
Rambo Creek	**25**
Indian Point	**25**
Port Nelson	**25**
Appleby	**27**
Spencer Creek	**25**
Hidden Valley	**27**
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	**175**

Other Reporting			
Accommodation Breakdown*			
Accommodation Type	**Basic**	**Semi-Private**	**Private**
Total Beds	**70**		**105**

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

2023-24 Description of Home and Services

LTCH Name: AgeCare West Williams

A.1 General Information				
Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd.			
Name of Home: (as referred to on your Long-Term Care Home Licence)	AgeCare West Williams			
LTCH Master Number (e.g. NH9898)	NH2880			
LTCH Licence Number	2880-L02			
Address	200 David Bergey Drive			
City	Kitchener		Postal Code	N2E 3Y4
Accreditation organization	CARF Canada			
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	June 2, 2021		Year(s) Awarded (e.g. 3 years)	3 Years
French Language Services (FLS)	Identified (Y/N)	No	Designated Y/N	No
Culturally Designated Home	Self Identified (Y/N)	No	Specific Community Serviced (i.e ethnic, linguistic or religious)	No

2023-24 Description of Home and Services

LTCH Name: AgeCare West Williams

A.2 Licensed or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds Note: Each individual licence should be on a separate row. Please add additional rows as required.					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)					160	June 30, 2035	Effective Date: September 6, 2023 Expiry Date: June 30, 2035
TOTAL BEDS (1)	160						

Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization	Note: Each individual licence should be on a separate row. Please add additional rows as required.

2. Licence Type	Total # of Beds	Licence Expiry Date (e.g., May 31, 2025)	Comments/Additional Information
Temporary	0		
Temporary Emergency	0		
Short-Term Authorization	0		
TOTAL BEDS (2)	0		
TOTAL # OF ALL LICENSED BEDS (1) + (2)	160		

2023-24 Description of Home and Services
LTCH Name: AgeCare West Williams

Usage Type	**Total # of Beds**	**Expiry Date** (e.g., May 31, 2025)	**Comments/Additional Information** Please specify number of beds designated as Behavioural Support Unit (BSU) Beds, Other Designated Specialized Unit Beds and Beds held as Isolation **
Long Stay Beds **(not including beds below)**	160	June 30, 2035	
Convalescent Care Beds	0		
Respite Beds	0		
ELDCAP Beds	0		
Interim Beds	0		
Veterans' Priority Access beds	0		
Beds in Abeyance (BIA)	0		
Designated Specialized Unit beds	0		
Other beds *	0		
Total # of all Bed Types (3)	160		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization
** Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

2023-24 Description of Home and Services

LTCH Name: AgeCare West Williams

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	148	x 1	148
Number of rooms with 2 beds	6	x 2	12
Number of rooms with 3 beds	0	x 3	0
Number of rooms with 4 beds	0	x 4	0
Total Number of Rooms	**154**	**Total Number of Beds***	**160**

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2002
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	

Number of Units/Resident Home Areas and Beds	
Unit/Resident Home Area	**Number of Beds**
First Floor – Kingsdale and Forest Hills	**48**
Second Floor – Pioneer and Williamsburg	**56**
Third Floor – Rosemont and Beechwood	**56**
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	**160**

Other Reporting

Accommodation Breakdown*

Accommodation Type	Basic	Semi-Private	Private
Total Beds	**64**		**96**

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

2023-24 Description of Home and Services
LTCH Name: AgeCare Willowgrove

A.1 General Information				
Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Regency LTC Operating Limited Partnership, by its general partners, Regency Operator GP Inc. and AgeCare Iris Management Ltd.			
Name of Home: (as referred to on your Long-Term Care Home Licence)	AgeCare Willowgrove			
LTCH Master Number (e.g. NH9898)	NH4464			
LTCH Licence Number	2921-L02			
Address	1217 Old Mohawk Road			
City	Ancaster		Postal Code	L9K 1P6
Accreditation organization	CARF			
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	Sept, 2020		Year(s) Awarded (e.g. 3 years)	3 Years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N	N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Serviced (i.e ethnic, linguistic or religious)	N

2023-24 Description of Home and Services

LTCH Name: AgeCare Willowgrove

A.2 Licensed or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds Note: Each individual licence should be on a separate row. Please add additional rows as required.					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)					169	June 30, 2035	Effective Date: September 6, 2023 Expiry Date: June 30, 2035
TOTAL BEDS (1)	169						

Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization	Note: Each individual licence should be on a separate row. Please add additional rows as required.

2. Licence Type	Total # of Beds	Licence Expiry Date (e.g., May 31, 2025)	Comments/Additional Information
Temporary	0		
Temporary Emergency	0		
Short-Term Authorization	0		
TOTAL BEDS (2)	0		
TOTAL # OF ALL LICENSED BEDS (1) + (2)	169		

2023-24 Description of Home and Services
LTCH Name: AgeCare Willowgrove

Usage Type	**Total # of Beds**	**Expiry Date** (e.g., May 31, 2025)	**Comments/Additional Information** Please specify number of beds designated as Behavioural Support Unit (BSU) Beds, Other Designated Specialized Unit Beds and Beds held as Isolation **
Long Stay Beds **(not including beds below)**	169	June 30, 2035	
Convalescent Care Beds	0		
Respite Beds	0		
ELDCAP Beds	0		
Interim Beds	0		
Veterans' Priority Access beds	0		
Beds in Abeyance (BIA)	0		
Designated Specialized Unit beds	0		
Other beds *	0		
Total # of all Bed Types (3)	169		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization
** Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

2023-24 Description of Home and Services

LTCH Name: AgeCare Willowgrove

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	109	x 1	109
Number of rooms with 2 beds	30	x 2	60
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	**139**	**Total Number of Beds***	**169**

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2004
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	

Number of Units/Resident Home Areas and Beds	
Unit/Resident Home Area	**Number of Beds**
Flamborough, Battlefield, Bayfront and Scenic Woods	**29**
Valley City	**26**
Old Mill	**27**
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2	**169**

Other Reporting

Accommodation Breakdown*

Accommodation Type	Basic	Semi-Private	Private
Total Beds	**68**		**101**

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

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. Ontario Health provides subsidy funding to long-term care home health service providers pursuant to a funding model set by MOH and MLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"Allowable Subsidy" refers to Allowable Subsidy as defined in s. 1 of Reg. 200/21 under Connecting Care Act, 2019.

"**Construction Funding Subsidy**" or **"CFS"** means the funding that the MOH and MLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a "**Development Agreement**").

"**CFS Commitments**" means

(a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the funder and

(b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"**Envelope**" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

(a) the "Nursing and Personal Care" Envelope;
(b) the "Program and Support Services" Envelope;
(c) the "Raw Food" Envelope; and
(d) the "Other Accommodation" Envelope.

"**Estimated Provincial Subsidy**" means the estimated provincial subsidy to be provided by Ontario Health to an HSP calculated in accordance with Applicable Law and Applicable Policy.

"Reconciliation Report" refers to the Reconciliation Report as referenced in s. 1 of Reg 200/21 under Connecting Care Act, 2019.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, Ontario Health shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22^{nd}) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by Ontario Health, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOH and MLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide Ontario Health with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOH and MLTC are responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by Ontario Health.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOH and

MLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by Ontario Health pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by Ontario Health under section 3.0 of this Schedule shall be reconciled by Ontario Health in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	**Estimated Due Dates[1]**
2023 – Jan 1, 2023 to Sept 30, 2023	By October 15, 2023
2. Long-Term Care Home Annual Report	
Reporting Period	**Estimated Due Dates[1]**
2023 – Jan 1, 2023 to Dec 31, 2023	By September 30, 2024
3. French Language Services Report	
Fiscal Year	**Due Dates**
2023-24 – Apr 1, 2023 to March 31, 2024	April 29, 2024
4. OHRS/MIS Trial Balance Submission	
2023-2024	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 1, 2023 to Sept 30, 2023 (Fiscal Year) Q2 – Jan 1, 2023 to June 20, 2023 (Calendar Year)	October 29, 2023
Q3 – Apr 1, 2023 to Dec 31, 2023 (Fiscal Year) Q3 – Jan 1, 2023 to Sept 30, 2023 (Calendar Year)	January 28, 2024 – Optional Submission
Q4 – Apr 1, 2023 to March 31, 2024 (Fiscal Year) Q4 – Jan 1, 2023 to Dec 31, 2023 (Calendar Year)	May 31, 2024
5. Compliance Declaration	
Funding Year	**Due Dates**
January 1, 2023 – December 31, 2023	March 1, 2024
6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	**Estimated Final Due Dates[1]**
2023-2024 Q1	August 31, 2023
2023-2024 Q2	November 30, 2023
2023-2024 Q3	February 28, 2024
2023-2024 Q4	May 31, 2024
7. Long-Term Care Staffing Data Collection ("Staffing Survey")	
Reporting Period	**Estimated Due Dates[1]**
April 1, 2022 to June 30, 2022 – Q1	September 12, 2022
July 1, 2022 to September 30, 2022 – Q2	January 27, 2023
October 1, 2022 to December 31, 2022 – Q3	To be determined
January 1, 2023 to March 31, 2023 – Q4	To be determined
8. Quality Improvement Plan ***(submitted to Ontario Health)***	
Planning Period	**Due Dates**
April 1, 2023 – March 31, 2024	April 1, 2023

[1] These are estimated dates provided by the MOH and MLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:
n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	**INDICATOR** **P=**Performance Indicator **E=**Explanatory Indicator **M=**Monitoring Indicator	**2023-2024** **Performance**	
		Target	**Standard**
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from Home and Community Care Support Services (HCCSS) Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

2.0 Local Obligations

This schedule sets out provincial goals identified by Ontario Health (OH) and the Local Obligations associated with each of the goals. The provincial goals apply to all HSPs and HSPs must select the most appropriate obligation(s) under each goal for implementation. HSPs must provide a report on the progress of their implementation(s) as per direction provided by OH regional teams.

Goal: Improve Access and Flow by Reducing Alternate Level of Care (ALC)

Local Obligations related to goal:

- Participate in and align with regional plans to support admission diversion, maximize capacity, and support patients transition to community.

Goal: Advance Indigenous Health Strategies and Outcomes

Local Obligations related to goal:

- Develop and/or advance First Nations, Inuit, Métis and Urban Indigenous (FNIMUI) FNIMUI Health Workplan:
    a. Partner with your OH team to work through a process of establishing a First Nations, Inuit, Métis and Urban Indigenous Health Workplan, which aligns with provincial guidance, and includes a plan for Indigenous cultural awareness (improving understanding of Indigenous history, perspectives, cultures, and traditions) and cultural safety (improving understanding of anti-racist practice and identifying individual and systemic biases that contribute to racism across the health care system). Ontario Health will provide guidance material to support this process.
    b. Or, if a First Nations, Inuit, Métis and Urban Indigenous Health Workplan (or similar) already exists, demonstrate advancement to implementation of the plan.

- Demonstrate progress (and document in reporting template) on outcomes, access and/or executive training:
    a. Improvement in outcomes regarding First Nations, Inuit, Métis and Urban Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on the data currently available to them. In future years, standardized indicators will be developed.)
    b. Progress in increasing culturally safe access to healthcare services, programs to foster Indigenous engagement, and relationship building to improve Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on initiatives they have targeted in their First Nations, Inuit, Métis and Urban Indigenous Health Workplan. In future years, standardized indicators will be developed.)
    c. Demonstrate that executive level staff have completed Indigenous Cultural Safety Training

Goal: Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to

Improve Health Outcomes

Local Obligations related to goal:

- Develop and/or advance an organizational health equity plan
    - develop an equity plan that aligns with OH equity, inclusion, diversity and anti-racism framework, and existing provincial priorities, where applicable (i.e., French language health services plan; Accessibility for Ontarians with Disabilities Act; the provincial Black Health Plan; High Priority Community Strategy; etc.). Please note that HSPs will be provided with guidance materials to help develop their equity plan and complete a reporting template to submit to the region.
    - Or, if an equity plan already exists, demonstrate advancement to implementation of the plan, by completing the equity reporting template and submitting to the region.

- Increase understanding and awareness of health equity through education/continuous learning
    - Continue capacity-building through knowledge transfer, education, and training about health equity within the Region, HSPs will demonstrate that a minimum, executive level staff have completed relevant equity, inclusion, diversity, and anti-racism education (recommended education options to be provided).

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

To: **The Board of Directors** of Ontario Health Attn: Board Chair.

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

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: September 6, 2023– December 31, 2023 (the "Applicable Period")

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 Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the Health Service Provider (the "HSP") and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care home service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

(i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and

(ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the Ontario Health and the HSP effective September 6, 2023.

_____

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf], [insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA 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.]