

- (1) has provided false information to the LHIN knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 **Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

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

ARTICLE 6.0- PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a CAPS must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and may be required to incorporate (1) prudent multi-year financial forecasts; (2) plans for the achievement of performance targets; and (3) realistic risk management strategies. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.
- (c) **Multi-year Planning Targets.** Schedule B may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,
- (1) the HSP acknowledges that if it is provided with planning targets, these targets are: (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation, and (D) may be changed at the discretion of the LHIN in consultation with the HSP. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and
 - (2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.
- (d) **Service Accountability Agreements.** The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers,

clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.

- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals

- (a) **General.** A pre-proposal process has been developed to: (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
 - (1) the HSP is considering an integration or an integration of services, as defined in LHSIA between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
 - (3) to identify opportunities to integrate the services of the local health system, other than those identified in (1) or (2) above; or
 - (4) if requested by the LHIN.
- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

- 6.4 **Proposing Integration Activities in the Planning Submission.** No integration activity described in section 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).
- 6.5 **Definitions.** In this section 6.0, the terms “integrate”, “integration” and “services” have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

ARTICLE 7.0- PERFORMANCE

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

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

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:

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

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

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

ARTICLE 8.0- REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN’s ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP’s control.

- (b) Specific Obligations. The HSP:

- (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in LHSIA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, LHSIA or for the purposes that are prescribed under any Applicable Law;
- (2) will fulfil the specific reporting requirements set out in Schedule C;

- (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
- (4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

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

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

- (1) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and

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

8.2 Reviews.

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

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven years after the termination or expiration of the term of this Agreement. The HSP's obligations under this 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 in a manner consistent with either

generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

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

8.4 Disclosure of Information.

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

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

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

ARTICLE 9.0- ACKNOWLEDGEMENT OF LHIN SUPPORT

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

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
 - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of

acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and

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

ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members meetings.

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

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

10.3 Governance.

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

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

- 10.4 **Funding, Services and Reporting.** The HSP represents warrants and covenants that
- (a) the Funding is, and will continued to be, used only to provide the Services in accordance with the terms of this Agreement;
 - (b) the Services are and will continue to be provided;
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy;
 - (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.
- 10.5 **Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0- LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 **Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 11.2 **Ibid.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 11.3 **Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's

obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

- (a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
- (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:
 - a. The Indemnified Parties as additional insureds;
 - b. Contractual Liability;
 - c. Cross-Liability;
 - d. Products and Completed Operations Liability;
 - e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
 - f. Tenants Legal Liability; (for premises/building leases only);
 - g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and,
 - h. A thirty-Day written notice of cancellation, termination or material change.
 - (2) Proof of WSIA Coverage. Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid Workplace Safety and Insurance Act, 1997 (WSIA) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
 - (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
 - (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

- (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0- TERMINATION OF AGREEMENT

12.1 Termination by the LHIN.

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

- (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;
 - (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, Performance Improvement Process or a Transition Plan;
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
 - (7) a Conflict of Interest that cannot be resolved.
- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

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

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may

give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN will terminate this Agreement:

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

12.4 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
- (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services; and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).

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

12.6 **Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding

for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0- NOTICE

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

To the LHIN:

CENTRAL LOCAL HEALTH INTEGRATION NETWORK
11 Allstate Parkway, Suite 500, Markham, Ontario, L3R 9T8

Attn: Chief Executive Officer
Fax: 905-948-8011
Email: central.lhin@lhins.on.ca

To the HSP:

APHASIA INSTITUTE
73 Scarsdale Road
Toronto, ON M3B 2R2

Attn: Executive Director
Fax : 416-226-3706
Email: akagan@aphasia.ca

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

ARTICLE 14.0- ADDITIONAL PROVISIONS

- 14.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other

provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

- 14.3 **Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.4 **Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- 14.5 **LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.6 **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including LHSIA, nor the right to exercise its rights under these statutes at any time.
- 14.7 **No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.8 **Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in

connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.

- 14.9 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.10 **Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.11 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15.0- ENTIRE AGREEMENT

- 15.1 **Entire Agreement.** This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and agreements, except that where the LHIN has provided Funding to the HSP pursuant to an amendment to the Multi-Sector Accountability Agreement April 1, 2014 to March 31, 2018 or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

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

CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:

Original signed by: May 29, 2018

Warren Jestin, Chair

Date

And by:

Original signed by: May 29, 2018

Kim L. Baker, CEO

Date

APHASIA INSTITUTE

By:

Original signed by: April 10, 2018

Jane Brenneman Gibson, Board Chair
I have authority to bind the HSP

Date

And by:

Original signed by: April 10, 2018

Aura Kagan, Executive Director
I have authority to bind the HSP

Date

Schedule A2: Population and Geography

2018-2019

Health Service Provider: Aphasia Institute

Client Population

The Aphasia Institute offers programs, resources and training to individuals who have aphasia and their caregivers, and to health care providers. A person with aphasia may experience complex or partial inability to speak; difficulty understanding others when they speak; difficulty writing or using the computer. Aphasia masks competence and so many people living with aphasia are often assumed to be incompetent. In our Community Aphasia program over 56% of our clients are elderly (over 65 years of age), this is a demographic age shift of a 5% difference from our last M-SAA. We are seeing a younger population than in previous years. We can service a multi-cultural community as the programs offered are designed to be communicatively accessible. We have no requests specifically for francophone services.

We work with clients to reduce social isolation, to equip clients and caregivers with tools to effectively communicate, to provide opportunities to clients to build their skills and confidence.

We are not a paymaster/flow through agency.

We have one location 73 Scarsdale Road, Toronto, Ontario

Geography Served

The Aphasia Institute is located at 73 Scarsdale Road, Toronto, Ontario. Hours of business is M-F 8:30-4:00. See A1-Description of Services for our catchment areas. We do not have sub-contracted services or Satellite offices.

Schedule B1: Total LHIN Funding

2018-2019

Health Service Provider: Aphasia Institute

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHSR VERSION 10.0	2018-2019 Plan Target	
REVENUE				
LHIN Global Base Allocation	1	F 11006	\$913,612	
HBAM Funding (CCAC only)	2	F 11005	\$0	
Quality-Based Procedures (CCAC only)	3	F 11004	\$0	
MOHLTC Base Allocation	4	F 11010	\$0	
MOHLTC Other funding envelopes	5	F 11014	\$0	
LHIN One Time	6	F 11008	\$400,000	
MOHLTC One Time	7	F 11012	\$0	
Paymaster Flow Through	8	F 11019	\$0	
Service Recipient Revenue	9	F 11050 to 11090	\$119,004	
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$1,432,616	
Recoveries from External/Internal Sources	11	F 120*	\$0	
Donations	12	F 140*	\$0	
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0	
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$0	
TOTAL REVENUE	FUND TYPE 2	15	Sum of Rows 10 and 14	\$1,432,616
EXPENSES				
Compensation				
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$728,012	
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$90,837	
Employee Future Benefit Compensation	19	F 305*	\$0	
Physician Compensation	20	F 390*	\$0	
Physician Assistant Compensation	21	F 390*	\$0	
Nurse Practitioner Compensation	22	F 380*	\$0	
Physiotherapist Compensation (Row 128)	23	F 350*	\$0	
Chiropractor Compensation (Row 129)	24	F 390*	\$0	
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	\$0	
Sessional Fees	26	F 39092	\$0	
Service Costs				
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	\$0	
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$274,668	
Community One Time Expense	29	F 69596	\$0	
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	\$53,596	
Amortization on Major Equip, Software License & Fees	31	F 750*, 780*	\$5,546	
Contracted Out Expense	32	F 8*	\$5,000	
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$280,503	
Building Amortization	34	F 9*	\$0	
TOTAL EXPENSES	FUND TYPE 2	35	Sum of Rows 17 to 34	\$1,438,162
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	(\$5,546)	
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$5,546	
SURPLUS/DEFICIT Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	\$0	
FUND TYPE 3 - OTHER				
Total Revenue (Type 3)	39	F 1*	\$273,639	
Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$273,639	
NET SURPLUS/(DEFICIT)	FUND TYPE 3	41	Row 39 minus Row 40	\$0
FUND TYPE 1 - HOSPITAL				
Total Revenue (Type 1)	42	F 1*	\$0	
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	
NET SURPLUS/(DEFICIT)	FUND TYPE 1	44	Row 42 minus Row 43	\$0
ALL FUND TYPES				
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$1,711,801	
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$1,711,801	
NET SURPLUS/(DEFICIT)	ALL FUND TYPES	47	Row 45 minus Row 46	\$0
Total Admin Expenses Allocated to the TPBEs				
Undistributed Accounting Centres	48	82*	\$0	
Plant Operations	49	72 1*	\$269,560	
Volunteer Services	50	72 1*	\$19,619	
Information Systems Support	51	72 1*	\$31,712	
General Administration	52	72 1*	\$159,671	
Other Administrative Expenses	53	72 1*	\$0	
Admin & Support Services	54	72 1*	\$480,562	
Management Clinical Services	55	72 5 05	\$0	
Medical Resources	56	72 5 07	\$0	
Total Admin & Undistributed Expenses	57	Sum of Rows 48, 54, 55-56 (included in Fund Type 2 expenses above)	\$480,562	

Schedule B2: Clinical Activity- Summary

2018-2019

Health Service Provider: Aphasia Institute

Service Category 2018-2019 Budget	OHRs Framework Level 3	Full-time equivalents (FTE)	Visits F2F, Tel., In-House, Cont. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In-House & Contracted Out	Inpatient/Resident Days	Individuals Served by Functional Centre	Attendance Days	Group Sessions (# of group sessions-not individuals)	Meal Delivered-Combined	Group Participant Attendances (Reg & Non-Reg)	Service Provider Interactions	Service Provider Group Interactions	Mental Health Sessions
In-Home Health Professional Services (HPS) Home Care	72 5 30 40*	0.53	130	0	0	0	28	0	0	0	0	0	0	0
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	0.38	705	0	0	0	219	0	0	0	0	0	0	0
CSS-ABI Services	72 5 83*	5.35	0	0	0	0	250	9,300	0	0	0	0	0	0

Schedule C: Reports

Community Support Services

2018-2019

Health Service Provider: Aphasia Institute

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

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

OHRs/MIS Trial Balance Submission (through OHFS)	
2014-15	Due Dates (Must pass 3c Edits)
2014-15 Q1	<i>Not required 2014-15</i>
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 30, 2015
2015-16	Due Dates (Must pass 3c Edits)
2015-16 Q1	<i>Not required 2015-16</i>
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
2016-17	Due Dates (Must pass 3c Edits)
2016-17 Q1	<i>Not required 2016-17</i>
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 31, 2017
2017-18	Due Dates (Must pass 3c Edits)
2017-18 Q1	<i>Not required 2017-18</i>
2017-18 Q2	October 31, 2017
2017-18 Q3	January 31, 2018
2017-18 Q4	May 31, 2018
2018-19	Due Dates (Must pass 3c Edits)
2018-19 Q1	<i>Not required 2017-18</i>
2018-19 Q2	October 31, 2018
2018-19 Q3	January 31, 2019
2018-19 Q4	May 31, 2019

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

Schedule C: Reports

Community Support Services

2018-2019

Health Service Provider: Aphasia Institute

2017-18	Due five (5) business days following Trial Balance Submission Due Date
2017-18 Q2	November 7, 2017
2017-18 Q3	February 7, 2018
2017-18 Q4	June 7, 2018 – Supplementary Reporting Due
2018-19	Due five (5) business days following Trial Balance Submission Due Date
2018-19 Q2	November 7, 2018
2018-19 Q3	February 7, 2019
2018-19 Q4	June 7, 2019 – Supplementary Reporting Due

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

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

Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017
2017-18	June 30, 2018
2018-19	June 30, 2019

Board Approved Audited Financial Statements *

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

Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017
2017-18	June 30, 2018
2018-19	June 30, 2019

Declaration of Compliance

Fiscal Year	Due Date
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017
2017-18	June 30, 2018
2018-19	June 30, 2019

Community Support Services – Other Reporting Requirements

Requirement	Due Date	
French Language Service Report	2014-15	April 30, 2015
	2015-16	April 30, 2016
	2016-17	April 30, 2017
	2017-18	April 30, 2018
	2018-19	April 30, 2019

Schedule D: Directives , Guidelines and Policies Community Support Services

2018-2019

Health Service Provider: Aphasia Institute

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

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

Schedule E1: Core Indicators
2018-2019
Health Service Provider: Aphasia Institute

Performance Indicators	2018-2019 Target	Performance Standard
*Balanced Budget - Fund Type 2	\$0	>=0
Proportion of Budget Spent on Administration	Refer to Schedule E3a	-
**Percentage Total Margin	0.00%	>= 0%
Variance Forecast to Actual Expenditures	0.0%	< 5%
Variance Forecast to Actual Units of Service	0.0%	< 5%
Service Activity by Functional Centre	Refer to Schedule E2a	-
Number of Individuals Served	Refer to Schedule E2a	-
Alternate Level of Care (ALC) Rate	TBA	-
Explanatory Indicators		
Cost per Unit Service (by Functional Centre)		
Cost per Individual Served (by Program/Service/Functional Centre)		
Client Experience		
Percentage of Alternate Level of Care (ALC) days (closed cases)		
<p>* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget ** No negative variance is accepted for Total Margin</p>		

Schedule E2a: Clinical Activity- Detail

2018-2019

Health Service Provider: Aphasia Institute

OHSR Description & Functional Centre		2018-2019	
		Target	Performance Standard
*These values are provided for information purposes only. They are not Accountability Indicators.			
Administration and Support Services 72 1*			
Full-time equivalents (FTE)	72 1*	2.05	n/a
Total Cost for Functional Centre	72 1*	\$480,562	n/a
In-Home HPS - Speech Lang. Path. 72 5 30 40 62			
Full-time equivalents (FTE)	72 5 30 40 62	0.53	n/a
Visits	72 5 30 40 62	130	100 - 160
Individuals Served by Functional Centre	72 5 30 40 62	28	22 - 34
Total Cost for Functional Centre	72 5 30 40 62	\$36,562	n/a
CSS IH - Caregiver Support 72 5 82 50			
Full-time equivalents (FTE)	72 5 82 50	0.38	n/a
Visits	72 5 82 50	705	578 - 832
Individuals Served by Functional Centre	72 5 82 50	219	169 - 269
Total Cost for Functional Centre	72 5 82 50	\$27,191	n/a
CSS ABI - Day Services 72 5 83 20			
Full-time equivalents (FTE)	72 5 83 20	5.35	n/a
Individuals Served by Functional Centre	72 5 83 20	250	193 - 308
Attendance Days	72 5 83 20	9,300	8556 - 10044
Total Cost for Functional Centre	72 5 83 20	\$385,477	n/a
CSS Com Sup Init - Support Service Training 72 5 84 10			
Full-time equivalents (FTE)	72 5 84 10	4.25	n/a
Not Uniquely Identified Service Recipient Interactions	72 5 84 10	3,900	3393 - 4407
Group Sessions	72 5 84 10	400	308 - 492
Total Cost for Functional Centre	72 5 84 10	\$508,371	n/a
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		12.56	
Total Visits for all F/C		835	
Total Not Uniquely Identified Service Recipient Interactions for all F/C		3,900	
Total Individuals Served by Functional Centre for all F/C		497	
Total Attendance Days for all F/C		9,300	
Total Group Sessions for all F/C		400	
Total Cost for All F/C		1,438,163	

Schedule E2d: CSS Sector Specific Indicators

2018-2019

Health Service Provider: Aphasia Institute

Performance Indicators	2018-2019 Target	Performance Standard
No Performance Indicators	-	-

Explanatory Indicators
Persons waiting for service (by functional centre)

**Schedule E3a Local: All
2018-2019**

Health Service Provider: Aphasia Institute

Performance Indicators	2018-2019 Target	Performance Standard
Proportion of Budget Spent on Administration ^{1,2}	14.7%	≤ 15%

¹ Proportion of Budget Spent on Administration: (Total Admin and Support Expenses - Program Rent)/(LHIN Base Allocation +Service Recipient Revenue)

² All Central LHIN HSPs are required to identify cost related to Program Rent out of the total Administration and Support Expenses

Schedule F: Project Funding

2018-2019

Health Service Provider: Aphasia Institute

Project Funding Agreement Template

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

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

XXX LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

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

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

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

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

"**Project Funding**" means the funding for the Services;

"**Services** " mean the services described in Appendix A to this PFA; and

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

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

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

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

Schedule F: Project Funding

2018-2019

Health Service Provider: Aphasia Institute

Project Funding Agreement Template

5.0 Representatives for PFA.

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

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

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

(a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.

(b) [insert any additional terms and conditions that are applicable to the Project]

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

[insert name of HSP]

By:

[insert name and title]

[XX] Local Health Integration Network

By:

[insert name and title]

Schedule F: Project Funding

2018-2019

Health Service Provider: Aphasia Institute

Project Funding Agreement Template

APPENDIX A: SERVICES

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

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

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

Schedule G: Declaration of Compliance

2018-2019

Health Service Provider: Aphasia Institute

DECLARATION OF COMPLIANCE

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

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

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

Date: [insert date]

Re: April 1, 2017 –March 31, 2018 (the "Applicable Period")

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

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

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

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

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

[insert name of Chair], [insert title]