

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2018 to March 31, 2019

SERVICE ACCOUNTABILITY AGREEMENT

with

PLANNED PARENTHOOD OF TORONTO

Effective Date: April 1, 2018

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ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

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

"Accountability Agreement" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement;

"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, as amended from time to time;

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

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

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

"Board" means:


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

- (a) a corporation, the board of directors;
- (b) a First Nation, the band council;
- (c) a municipality, the municipal council;

(2) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and 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;

"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;



“Digital Health” has the meaning ascribed to it in the Accountability Agreement and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

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

“Effective Date” means April 1, 2018;

“Explanatory Indicator” means a measure of the HSP’s performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the “MSAA Indicator Technical Specifications document”.

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

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

“Funding” means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

“Funding Year” means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

“HSP’s Personnel 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 LHIN or the Ministry to provide French language services;

“Indemnified Parties” means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified parties also includes any person participating on behalf of the LHIN in a Review;

“Interest Income” means interest earned on the Funding;

“LHIN Cluster” has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC’s provincial priorities.

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

"Project Funding Agreement" means an agreement in the form of Schedule F that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in Schedule A;

"Reports" means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA or this Agreement;

"Review" means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP's financial statements;

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

Schedule A: Description of Services

Schedule B: Service Plan

Schedule C: Reports

Schedule D: Directives, Guidelines and Policies

Schedule E: Performance

Schedule F: Project Funding Agreement Template

Schedule G: Declaration of Compliance

"Service Plan" means the Operating Plan and Budget appended as Schedule B;

"Services" means the care, programs, goods and other services described in Schedule A and in any Project Funding Agreement executed pursuant to this Agreement.

"Services" includes the type, volume, frequency and availability of the care, programs, goods and other services;

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

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

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

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of LHSIA, 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 LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

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

3.4 Digital Health. The HSP agrees to:

- (a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN as the case may be;
- (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
- (e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.

- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by notice, require;
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.

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

3.7 Policies, Guidelines, Directives and Standards. Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule D.

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:

- (a) will provide the funds identified in Schedule B to the HSP for the purpose of providing or ensuring the provision of the Services; and
- (b) will deposit the funds in regular instalments, once or twice monthly, 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 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the funds identified in Schedule B to the date on which this Agreement is signed, if that date is after April 1;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

- (c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement.

4.6 Interest.

- (a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services,
 - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or
 - (2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

4.8 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 \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies,

- (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.

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.

- (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 fulfill 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.

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.

- (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;

- (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 willful 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 willful 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.

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;

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'

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.

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

TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK


By: 
Dr. Vivek Goel, Chair

April 27/18
Date

And by: 
Susan Fitzpatrick, Chief Executive Officer

April 27/18
Date

PLANNED PARENTHOOD OF TORONTO

By: 
Heather McPherson, Chair
I have authority to bind the HSP

April 10/2018
Date

And by: 
Sarah Hobbs, Executive Director
I have authority to bind the HSP

April 9/2018
Date

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

TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:

Dr. Vivek Goel, Chair

Date

And by:

Susan Fitzpatrick, Chief Executive Officer

Date

PLANNED PARENTHOOD OF TORONTO

By:

Chris Meier, Chair
I have authority to bind the HSP

Date

And by:

Sarah Hobbs, Executive Director
I have authority to bind the HSP

Date

Schedule B2: Clinical Activity-Summary

2018/2019

Health Service Provider: Planned Parenthood Of Toronto

Service Category 2018/2019 Budget	OHRs Framework Level 3	Full-time equivalents (FTE)	Group Participant Attendance	Group Sessions	Individuals Served by Functional Centre	Not Uniquely Identified Service Recipient Interactions	Service Provider Group Interactions	Service Provider Interactions	Visits
Primary Care- Clinics/Programs	72 5 10*	13.15	200	20	5,270	768	20	10,384	9,198
Health Promotion and Education	72 5 50	5.55	2,000	162	362		163	409	503

**SCHEDULE C - REPORTS
COMMUNITY HEALTH CENTRES**

2017-2018	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
2018-2019	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 a 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 Health Centres – 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 HEALTH CENTRES**

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

▪ Community Financial Policy, 2016
▪ Community Health Centre – Requirements November 2013
▪ Ontario Healthcare Reporting Standards – OHRS/MIS - most current version available to applicable year
▪ Model of Health and Wellbeing - May 2013
▪ Community Health Centre Guidelines November 2013 v1.1 (see Note #1)
▪ Guideline for Community Health Service Providers Audits and Reviews, August 2012

Note #1: Community Health Centre Guidelines

A "Community Health Centre Guidelines" document has been completed by representatives from Community Health Centres, LHINs, AOHC and the MOHLTC. The purpose of the guide is to provide critical information to CHCs and LHINs in the areas of:

- Historical information
- Best practice
- Administrative guidance

The guide is intended to be a "living" document to be updated during the life of the current agreement at a mutually agreeable schedule to all parties to ensure that it remains current and a valuable reference document for the CHC sector and LHINs. ***It must be noted that the document is considered a guide only for informational purposes and is not a contractual requirement.***

Schedule E2a: Clinical Activity-Detail
2018/2019

Health Service Provider: Planned Parenthood Of Toronto

OHRs Description & Functional Centre		2018-2019	
		Target	Performance Standard
*These values are provide for information purposes only. They are not Accountability Indicators.			
Primary Care- Clinics/Programs 72 5 10*			
Clinics/Programs - General Clinic 72 5 10 20			
*Full-time equivalents (FTE)	72 5 10 20	9.52	n/a
Visits	72 5 10 20	7,900	7,505 - 8,295
Not Uniquely Identified Service Recipient Interactions	72 5 10 20	750	638 - 863
Individuals Served by Functional Centre	72 5 10 20	4,800	4,320 - 5,280
*Total Cost for Functional Centre	72 5 10 20	\$1,387,641	n/a
Service Provider Interactions	72 5 10 20	8,800	8,360 - 9,240
Clinics/Programs - Therapy Clinic - Counselling			
*Full-time equivalents (FTE)	72 5 10 40 60	2.45	n/a
Visits	72 5 10 40 60	870	740 - 1,001
Individuals Served by Functional Centre	72 5 10 40 60	203	162 - 244
Group Sessions	72 5 10 40 60	20	16 - 24
*Total Cost for Functional Centre	72 5 10 40 60	\$201,240	n/a
Group Participant Attendances	72 5 10 40 60	200	160 - 240
Service Provider Interactions	72 5 10 40 60	1,121	1,009 - 1,233
Service Provider Group Interactions	72 5 10 40 60	20	16 - 24
Clinics/Programs - CHC Other Clinic 72 5 10 55			
*Full-time equivalents (FTE)	72 5 10 55	1.18	n/a
Visits	72 5 10 55	428	342 - 514
Not Uniquely Identified Service Recipient Interactions	72 5 10 55	18	14 - 22
Individuals Served by Functional Centre	72 5 10 55	267	214 - 320
*Total Cost for Functional Centre	72 5 10 55	\$99,693	n/a
Service Provider Interactions	72 5 10 55	463	370 - 556
Health Promotion and Education 72 5 50			

Schedule E2a: Clinical Activity-Detail
2018/2019

Health Service Provider: Planned Parenthood Of Toronto

OHRs Description & Functional Centre		2018-2019	
		Target	Performance Standard
*These values are provide for information purposes only. They are not Accountability Indicators.			
ACTIVITY SUMMARY			
Total Full-Time Equivalents for all F/C		23.4000	
Total Visits for all F/C		9701.0000	
Total Not Uniquely Identified Service Recipient Interactions for all F/C		768.0000	
Total Hours of Care for all F/C		-	
Total Inpatient/Resident Days for all F/C		-	
Total Individuals Served by Functional Centre for all F/C		5,632.00	
Total Attendance Days for all F/C		-	
Total Group Sessions for all F/C		182.00	
Total Meals Delivered for all F/C		-	
Total Group Participants for all F/C		2,200.00	
Total Service Provider Interactions for all F/C		10,793.00	
Total Service Provider Group Interactions for all F/C		183.00	
Total Mental Health Sessions for all F/C		-	
Total Cost for All F/C		2,695,030.00	

Schedule E3a: LHIN Local Indicators and Obligations

2018-2019

Health Service Provider: Planned Parenthood of Toronto

Toronto Central LHIN'S Strategic Plan:

Support the implementation of Toronto Central LHIN's 2018-2022 Strategic Plan including a commitment to the specific initiatives outlined below:

Toronto Central LHIN Sub Regions: Participate in the Toronto Central LHIN Local Collaborative as outlined in the Collaboration Agreement(s) and advance the work of the Integrated Health Service Delivery Network (IHSDN) within each sub region.

Integrated Community Care: Actively participate in the implementation of the Integrated Community Care Strategy.

Primary Care: Continued support of the Toronto Central LHIN primary care strategy, including its associated projects within the following priority areas:

- Access, Attachment and Continuity;
- Access to Interprofessional Care Resources (including teams);
- Hospital Discharge and Readmissions Planning;
- Access to Specialists;
- Secure Communications; and
- Health Links / Care Coordination.

Promoting Integration: Actively participate in the Toronto Central LHIN Integration Strategy.

Health Equity: Continue to actively support Toronto Central LHIN Health Equity initiatives through:

- Supporting approaches to service planning and delivery that: a) identify health inequities, b) actively seek new opportunities to address health inequities, and c) reduce existing health inequities.
- For CHCs only - Collect and submit demographic/equity data with the goal of covering more than 75% of patients in the system by March 2019, as outlined in the CHC Equity Data Technical Specifications.
- Report data collection on the two LHIN specific indicators including:
 1. CHC Equity Data Collection Participation Rate; and
 2. Percent of Overall CHC Clients Seen and Equity Data Collected.
- The expectation is that this data is also used for CHC program planning, linked to clinical outcomes and is made available for clinical application by health care professionals.
- Apply the Health Equity Impact Assessment (HEIA) tool and its supplement(s) in program and service planning.
- Collect Health Card information on clients receiving LHIN funded services. Record the number of clients receiving LHIN funded services that do not have a Health Card.

Participation in appropriate TC LHIN Indigenous and Francophone Cultural Competency Initiatives.

Schedule E3a: LHIN Local Indicators and Obligations

2018-2019

- HSPs will work towards implementing Health Quality Ontario's quality standards to applicable programs.

These standards include but are not limited to:

- Schizophrenia
 - Major Depression
 - Palliative Care
 - Dementia
 - Opioid Prescribing for Chronic Pain
- Active Participation/Staff training towards implementation of Staged Screening and Assessment Tools (GAINS) by LHIN funded Addiction Services Providers.

Ministry/LHIN Accountability Agreement Performance (MLAA):

Toronto Central LHIN is developing a system-wide plan to improve performance on its MLAA indicators including embedding performance targets in the Service Accountability Agreements. HSPs will be expected to contribute to the achievement of the Toronto Central LHIN MLAA Performance Indicators through the following specific initiative:

- High Needs Clients: All Community Support Services HSPs will register and monitor high needs clients receiving LHIN funded services using the RAI Tool or Health Links criteria to the Community Agency Notification. Services include eADP, Attendant Outreach programs, Supportive Housing services, Assisted Living Services for High Risk Seniors and Right Place of Care program.

Emergency Management: It is expected that HSPs review and maintain their Emergency Management and Business Continuity Plans. HSPs should:

- Maintain regulated standards; and
- Participate in initiatives to increase emergency preparedness and response levels at your organization, within your sector and the system overall.

Patient Complaints: All health service providers will have an internal patient and / or client complaints policy and procedure in place, and followed. Compliance with this obligation will be included in the annual declaration of compliance submitted at Q4 (consistent with the time of reports contained in Schedule C – Reports).

Financial Reporting: HSPs are to ensure accuracy and completeness of the financial data reported in SRI:

- Q4 submission should match with the audited financial statement as well as the Annual Reconciliation Report (ARR)
- Q2 & 3 SRI report should be the same submission to the Finance & Audit Committee/Board
- Explanations are required where:
 - % Variance between Year-to-Date Budget and Actual is greater than 5%; and
 - % Variance between Full-year Budget and Full-year Forecast is greater than 5%.

SCHEDULE F – 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 G – FORM OF COMPLIANCE DECLARATION

DECLARATION OF COMPLIANCE

Issued pursuant to the MSAA effective April 1, 2018

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, 2018 – March 31, 2019 (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the LHIN and the HSP effective April 1, 2018.

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 "MSAA") in effect during the Applicable Period.

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

- (i) Article 4.8 of the MSAA 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]