



**Ontario
Health**

Ontario Health – Ontario Health atHome Service Accountability Agreement

Date	September 17, 2024
Version	Final

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ONTARIO HEALTH – ONTARIO HEALTH ATHOME SERVICE ACCOUNTABILITY AGREEMENT

THIS SERVICE ACCOUNTABILITY AGREEMENT (this “Agreement”) is effective as of the 28th day of June, 2024

BETWEEN:

ONTARIO HEALTH

- and-

ONTARIO HEALTH atHOME

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

Accountability Framework

The purpose of this Agreement is to set out the terms and conditions on which Ontario Health will provide funding to Ontario Health atHome, to enable Ontario Health atHome to perform its obligations under this Agreement and fulfill its statutory obligations under the Connecting Care Act. This Agreement is a service accountability agreement as defined in the Connecting Care Act.

1. The four key elements of the accountability framework between Ontario Health and Ontario Health atHome are: the CCA; the MOU; the Minister’s annual Mandate Letter to Ontario Health; and this Agreement.
2. **In addition to their specific obligations under this Agreement and the MOU, both parties will:**
 - a) Collaborate and cooperate to:
 - i) Facilitate the achievement of the requirements of this Agreement;
 - ii) Promote financial sustainability and efficient utilization of financial resources;
 - iii) Advance evidence-based, high quality, patient-centred care;

- iv) Establish clear lines of communication and responsibility between themselves; and
- v) Work diligently to resolve issues and disputes in a proactive and timely manner.

3. **Ontario Health** will also:

- a) Monitor Ontario Health atHome's performance against its Annual Business Plan and this Agreement; and
- b) Perform its obligations under this Agreement in accordance with the terms of this Agreement, Applicable Laws, and Applicable Policy.

4. **Ontario Health atHome** will also:

- a) Collaborate with Ontario Health, local clinical leaders, OHTs, Undesignated OHTs, Funded HSPs, Patients, caregivers and other providers in the health system to support provincial goals related to the delivery of Services;
- b) Ensure alignment with provincial and regional initiatives that support further integration of the delivery of Services within the broader health system;
- c) Participate in collaborative capacity planning for the home and community care sector with Ontario Health as required; and
- d) Perform its obligations under this Agreement in accordance with the terms of this Agreement, Applicable Laws, and Applicable Policy.

Issue and Dispute Resolution Process

5. **Principles to be Applied.** The parties acknowledge that it is desirable to use reasonable efforts to resolve issues and disputes in a collaborative manner and in good faith. This includes avoiding disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each party's interests.

6. **Informal Resolution.** The parties acknowledge that it is desirable to use reasonable efforts to resolve all issues and disputes through informal discussion and resolution. To facilitate and encourage this informal resolution process, the parties may jointly develop a written issues statement. Such an issues statement may:

- a) Describe:
 - i) the facts and events leading to the issue or dispute;

- ii) the severity of the issue or dispute, including the risk, likelihood of harm, likelihood of the situation worsening with time, scope and magnitude of the impact, likely impact with and without prompt action;
 - iii) whether the issue or dispute is isolated or part of a pattern;
 - iv) the likelihood of the issue or dispute recurring and if recurring, the length of time between occurrences;
 - v) whether previous mitigation strategies have been ignored; and
- b) List options for its resolution, which may include:
- i) Performance management, in accordance with Schedule 4, section 3 through section 7; and
 - ii) Facilitation.
7. **Escalation.** If the issue or dispute cannot be resolved at the level at which it first arose, the parties may further attempt to resolve the matter by referring the issue or dispute to the relevant authorized decision makers at each organization prior to escalating the matter as follows:
- a) If the issue or dispute cannot be resolved as described above ten (10) Days after referral to the authorized decision makers, it may be referred to Ontario Health’s CRO or COO, as determined by Ontario Health, and to Ontario Health atHome’s CEO; and
 - b) If the issue or dispute remains unresolved ten (10) Days after referral to above noted representatives, it may be referred to Ontario Health’s CEO and the Ontario Health atHome’s CEO. Both will:
 - i) Attempt to resolve it between the CEOs with Board Chair consultation if required; or
 - ii) Failing a resolution, refer it to the Tripartite Table described in the MOU.
8. **Reviews and Facilitations.** Ontario Health atHome will cooperate in any Review, in accordance with Schedule 5, and any Facilitation.
9. **Resolution.** Nothing in this Agreement prevents either party from exercising any statutory or other legal right or power, or from pursuing the exercise of any right or power by the Minister, at any time, including, without limitation, the right of Ontario Health to issue a directive to Ontario Health atHome under the CCA.
10. **Ongoing Obligations.** Subject to the provisions of this Agreement, Ontario Health and Ontario Health atHome will continue to perform their obligations during the issue and dispute resolution process described in sections 6 and 7 of this Agreement.

Schedules

11. As of the date of execution, this Agreement includes the following Schedules:

- a) Schedule 1: Services;
- b) Schedule 2: Transformation and Integration Plans;
- c) Schedule 3: Funding and Allocations;
- d) Schedule 4: Ontario Health atHome Performance;
- e) Schedule 5: Integrated Reporting;
- f) Schedule 6: Privacy and Data Sharing; and
- g) Schedule 7: Definitions.

Term of Agreement and New Service Accountability Agreement

12. The term of this Agreement will be from the Effective Date until March 31, 2027.

13. The parties intend to enter into a new service accountability agreement, under the CCA, to be effective upon the expiry of this Agreement. If a new service accountability agreement is not signed by the parties by March 31, 2027, this Agreement will continue in force, including without limitation, the provisions of section 3 of Schedule 3 until a new service accountability agreement is signed or a new service accountability agreement is deemed to be the service accountability agreement between the parties in accordance with the CCA.

14. The parties will review this Agreement at least annually. Subject to and without limiting the powers of Ontario Health under the CCA, the parties may mutually agree to amendments to this Agreement from time to time.

Insurance

15. **Ontario Health atHome** will:

- a) Protect itself from and against all Claims that might arise from anything done or omitted to be done by Ontario Health atHome and Ontario Health atHome'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) Put into effect and maintain, with HIROC (or 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 Ontario Health atHome would maintain, including, but not limited to, the following at its own expense:

- i) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than five (5) million dollars per occurrence and not less than five (5) million dollars products and completed operations aggregate. The policy will include the following clauses:
 - (i) Ontario Health and its officers, employees, directors, and His Majesty the King in right of Ontario as additional insureds;
 - (ii) Contractual Liability;
 - (iii) Cross-Liability;
 - (iv) Products and Completed Operations Liability;
 - (v) Employers Liability and Voluntary Compensation unless Ontario Health atHome complies with the Section below entitled “Proof of WSIA Coverage”;
 - (vi) Tenants Legal Liability (for premises/building leases only);
 - (vii) Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
 - (viii) A 30 Day written notice of cancellation, termination or material change.

- ii) Proof of WSIA Coverage. Unless Ontario Health atHome puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, Ontario Health atHome will provide Ontario Health 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;

- iii) 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 Ontario Health atHome;

- iv) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage; and

- v) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part its obligations under this Agreement or failure to perform any such professional services, in the amount of not less than five (5) million dollars per claim and in the annual aggregate.

- c) Provide Ontario Health 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 Ontario Health, a copy of each insurance policy will be made available to it; and
- d) 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.

General

- 16. **Governing Law.** This Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 17. **Conflicts.** In the event of a conflict or inconsistency between this Agreement as first executed and any executed amendments to this Agreement, the executed amendments will take precedence. In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any one or more of the Schedules, the main body of this Agreement will prevail to the extent of the conflict or inconsistency. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the MOU, including any amendments to the MOU, the MOU will prevail to the extent of the conflict or inconsistency.
- 18. **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding upon, Ontario Health and Ontario Health atHome and their respective successors and permitted assigns but will not be assignable by Ontario Health atHome without the prior written consent of Ontario Health and the Minister, which may be unreasonably withheld. Despite the foregoing, either party may assign this Agreement or any part of it without consent of the other party if so directed by the Ministry.
- 19. **Amendment.** Subject to the provisions of the CCA, no amendment or waiver of any provision of this Agreement is effective unless in writing and signed by Ontario Health and Ontario Health atHome.
- 20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same document.
- 21. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined will have the meanings set out in Schedule 7.
- 22. **Notices.** Any Notice made hereunder will be in writing and will be sufficiently given or made if either delivered in person to the address below; or sent by Electronic Transmission to the address below, as applicable:

<p>Notice to Ontario Health at:</p> <p>525 University Avenue Toronto, ON M5G 2L7</p> <p>Attention: Anna Greenberg Title: Executive Vice President and Chief Operating Officer Email: anna.greenberg@ontariohealth.ca</p>	<p>Notice to Ontario Health atHome at:</p> <p>11 Allstate Parkway, Suite 500 Markham, ON, L3R 9T8</p> <p>Attention: Cynthia Martineau Title: Chief Executive Officer Email: cynthia.martineau@ontariohealthathome.ca</p>
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Any Notice given or made in accordance with the above will be deemed to have been given or made and to have been received:

- a) On the Business Day following delivery, if delivered in person; and
- b) On the Day of sending if sent by Electronic Transmission during normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

Ontario Health or Ontario Health atHome may from time to time change its respective address for notice by giving Notice to the other party hereto in accordance with the provisions of this Section.

- 23. **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.
- 24. **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.
- 25. **Agents of the Crown.** The parties acknowledge that Ontario Health and Ontario Health atHome are agents of the Crown and may only act as agents of the Crown in accordance with the provisions of the CCA. Notwithstanding anything else in this Agreement, any express or implied reference to Ontario Health or Ontario Health atHome providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario Health, Ontario Health atHome 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

ONTARIO HEALTH ATHOME

By:



September 25, 2024

Cynthia Martineau

Date

Chief Executive Officer

I have authority to bind Ontario Health atHome.

ONTARIO HEALTH

By:



September 24, 2024

Matthew Anderson

Date

Chief Executive Officer

I have authority to bind Ontario Health.

By:



September 24, 2024

Anna Greenberg

Date

Executive Vice President and Chief
Operating Officer

I have authority to bind Ontario Health.

SCHEDULE 1: SERVICES

Provision of Services

1. Ontario Health atHome will:

- a) Provide to both existing and newly eligible patients until service delivery functions are transitioned to HSPs within OHTs or HSPs within Undesignated OHTs, the following Direct Services:
 - i) Access to Home and Community Care Services as defined under and in accordance with O. Reg. 187/22, including regional specialty programs such as palliative care, telehomecare, rapid response nursing, and mental health and addictions nursing services in school, in Patients homes, Schools and group or congregate settings such as residential hospices for palliative care;
 - ii) The provision of funding to or on behalf of an individual to purchase one or more Home and Community Care Services in accordance with the Self-Directed Care (SDC) Program Specifications;
 - iii) Placement Management Services;
 - iv) Operational Supports, as more particularly described in Schedule 2 Transformation and Integration Plans, to Client Providers to enable them to deliver Home and Community Care Services to their patients; and
 - v) Provision of information to the public about, and referrals to, health and social services, including administration of the Health Care Connect program.
- b) Not reduce, stop, or cease to provide any services Ontario Health atHome has been funded to provide, and any services its predecessor organizations were providing immediately before the amalgamation into Ontario Health atHome on June 28, 2024 with funding provided by the Ministry, except with notice to Ontario Health and if required by Ontario Health, the prior written consent of Ontario Health.
- c) Meet its obligations as a Crown Corporation and HSP under the French Language Services Act, and the CCA in actively offering its services in both official languages;
- d) Deliver high quality Direct Services in accordance with, and otherwise comply with:
 - i) This Agreement;

- ii) All Applicable Law and Applicable Policy.
- e) Ensure that Direct Services provided by or on behalf of Ontario Health atHome are and will continue to be provided:
 - i) By persons with the expertise, professional qualifications, licensing, and skills necessary to complete their respective tasks.
 - f) Continue to provide Direct Services in accordance with the terms and conditions set out by the Minister in the 14 Ministry-LHIN accountability agreements unless otherwise identified by this Agreement;
 - g) Use a standardized and consistent functional assessment tool to assess a patient's requirements for home care and for placement in a Long-Term Care Home;
 - h) Procure medical equipment and supplies in alignment with the provincial procurement modernization strategy;
 - i) Comply with the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program requirements which provides a \$3 per hour compensation increase which SPOs and individuals must pay, resulting in a minimum base wage of \$19.50 per hour for these individuals;
 - j) When providing funding to or on behalf of an individual to purchase Home and Community Care Services (i.e. family managed home care):
 - i) Comply with the Self-Directed Care (SDC) Program Specifications;
 - ii) Use only the template agreement referred to in the Self-Directed Care (SDC) Program Specifications and provided by the Ministry, as amended from time to time; and
 - iii) Only provide funding to or on behalf of an individual to purchase Home and Community Care Services in accordance with the Self-Directed Care (SDC) Program Specifications unless, where a LHIN was providing funding in accordance with section 9 of O.Reg. 386/99 immediately before that regulation was revoked, Ontario Health atHome has decided to continue to provide funding to purchase professional services, personal support services, homemaking services, and community support services in accordance with those existing arrangements;
 - k) Provide Ontario Health with regular updates on its Direct Service delivery, including through regular reporting cycles under CHRIS and OHFS, and other reports as required;
 - l) Provide Community Post-Stroke Rehabilitation (CSR) Program care to eligible patients by an interprofessional team based in best practice

- i) Individuals receiving Community Post-Stroke Rehabilitation (CSR) Program services must meet the following eligibility criteria:
 - (i) An Ontario resident who suffered a stroke;
 - (ii) Is 18 years or older;
 - (iii) Is able to live safely at home or in a retirement home;
 - (iv) Experienced a stroke less than a year prior to requesting CSR services;
 - (v) Willing and able to participate in an intensive therapy program;
 - (vi) Has achievable and/or meaningful rehabilitation goals as identified by patient and/or HSPs in order to increase independence in activities for daily living (i.e., personal self-care, unassisted transfer, walk independently etc.); and
 - (vii) Requires one or more registered rehabilitation discipline(s) (e.g., Physiotherapy, Occupational Therapy, Speech Language Pathology) to support goals related to the impact of their stroke.

- m) Plan and implement home and community care based Transitional Care Program Projects to eligible patients which include:
 - i) A discharged hospital patient who was designated as ALC and has needs that can be met outside of an acute care environment; or
 - ii) A patient in the community who is at risk of hospital admission and being designated as an ALC Patient.

- n) Ontario Health atHome will ensure that Transitional Care Program Projects listed in the Transitional Care Regional Plans comply with Applicable Laws ensuring oversight of care and accommodation services and complaint processes are in place to ensure the safety and protections of patients for Transitional Care Program Projects;

- o) Align with, and participate in, Ontario Health’s Digital Health strategy, with the aim to improve data exchange and security, and use Digital Health to enable optimized Patient experience, population health and wellbeing, and system sustainability; and

- p) Operate an information security program in alignment with reasonable guidance provided by Ontario Health.

Contracting the Provision of Direct Services

2. Ontario Health atHome will:

- a) Only enter into contracts with SPOs that will enable Ontario Health atHome to meet its obligations under this Agreement;

- b) Subject to Applicable Law, provide a copy of the written agreement between Ontario Health atHome and any SPO to Ontario Health upon request of Ontario Health; and
 - c) Contract with SPOs for the provision of Direct Services only and no other goods or services.
3. Ontario Health atHome acknowledges and agrees that actions taken or not taken by SPOs, are deemed actions taken or not taken, as the case may be, by Ontario Health atHome, and services provided by SPO are deemed to be services provided by Ontario Health atHome.
 4. Nothing contained in this Agreement or a subcontract will create a contractual relationship between any SPOs or its directors, officers, employees, agents, partners, affiliates or volunteers and Ontario Health.
 5. Subcontracting of any Direct Services will not relieve Ontario Health atHome of its obligations under this Agreement.

Integrated Administration/Governance Funding

6. Integrated Administration/Governance Funding is provided to Ontario Health atHome for operational purposes, including indirect costs such as administration and overhead expenses. Ontario Health atHome will:
 - a. Coordinate, maintain, and support planning and quality improvement initiatives relevant to Direct Services including supporting the collection of data on patient and caregiver experiences;
 - b. Support operational/indirect costs such as compensation for corporate staff (e.g., vice presidents, directors) and operational costs (e.g., legal services, travel and overhead expenses, realty space, information system support) necessary to the provision of Direct Services;
 - c. Participate on the Tripartite Table; and
 - d. Conduct itself in accordance with the Public Service of Ontario Act, 2006 (PSOA) as though it were a public body, with its CEO as the ethics executive for employees, until such time as it is prescribed under the PSOA.

SCHEDULE 2: TRANSFORMATION AND INTEGRATION PLANS

Operational Alignment between Ontario Health and Ontario Health atHome

1. Ontario Health atHome will:

- a) Provide standardization work effort updates, to Ontario Health to ensure alignment with Ontario Health, OHTs, Undesignated OHTs and Funded HSPs objectives and goals, with a scope and approach jointly agreed upon by Ontario Health and Ontario Health atHome;
- b) Develop, in consultation with Ontario Health, a recommended resource allocation plan related to services and submit that plan to Ontario Health; and
- c) Participate in regional access and flow planning and execution of plans for fall / winter surge and comply with any other system instructions that may be provided by Ontario Health to ensure operational alignment.

Advise and Support Implementation of New Models

2. Ontario Health will:

- a) Work collaboratively with Ontario Health atHome to encourage innovation; and reduce barriers to scaling models of care; and
- b) Support provincial reporting by Ontario Health atHome on its provision of Services, including reporting on integrated models of care.

3. Ontario Health atHome will:

- a) Assign dedicated leads to collaborate with Ontario Health and OHTs, Undesignated OHTs, Funded HSPs and other providers in the health system on the design and implementation of new models of care that seek to address patient needs, advance health equity, and make it easier for patients to navigate the system, with fewer transitions; and
- b) Assess integrated models of care for services it provides to identify alignment with best practices in monitoring, reporting, and outcome-oriented care and use information obtained to work to address gaps within the current health system to improve appropriate and equitable patient care.

Strengthen Connections and Continue Engagement in Home Care Transformation

4. Ontario Health will:

- a) Ensure alignment of priorities between Ontario Health atHome, OHTs, Undesignated OHTs and Funded HSPs, and other health system partners to enhance joint planning and co-ordination within and among providers and ensure alignment with provincial priorities, including those outlined in the Minister's annual Mandate Letter.

5. Ontario Health atHome will:

- a) Collaborate with OHTs and Undesignated OHTs to deliver Care Co-ordination Services and Direct Services functions as Direct Services are transitioned to HSPs within OHTs or HSPs within Undesignated OHTs; and
- b) Enter into Service Contracts with Client Providers that facilitate Ontario Health-approved plans for integrated home and community care.

Provide Operational Supports to Client Providers – Care Co-ordination Services

6. Ontario Health atHome will:

- a) Establish a plan for assigning care co-ordination staff to Client Providers that is based on patient need and aligned with Ontario Health-approved provincial models of care. This plan will be approved in advance by Ontario Health and Ontario Health atHome leadership;
- b) Assign care co-ordination staff in Client Providers to coordinate Direct Services within approved models of care both directly on behalf of Ontario Health atHome and indirectly on behalf of Client Providers; and
- c) Provide training and change management support for Ontario Health atHome staff, including in relation to their work with or supporting HSPs within OHTs, HSPs within Undesignated OHTs, SPOs, and others who support home care delivery.

Provide Operational Supports to Client Providers – Shared Services

7. Ontario Health will:

- a) Collaborate with Ontario Health atHome to assess opportunities for efficiencies;
- b) Continue to hold Digital Health technology assets; and

- c) Lead broad system communications related to Direct Services.
- 8. **Ontario Health atHome** will provide the following services to Client Providers:
 - a) Administrative or business support services that facilitate the management of Service Provider Organization contracts;
 - b) Enablement and support of patient care technology platforms; and
 - c) Any other shared services that may be prescribed.
 - d) Any other operational supports that may be prescribed.

Ontario Health atHome Service Offerings Model

- 9. The following describes how services will be offered to Client Providers, including the assignment of care co-ordinators.
 - a) Ontario Health atHome will make certain services available to Client Providers in accordance with its statutory duties and the funding it receives from Ontario Health.
 - b) Specific services that will be available will be described in a catalogue that will include relevant details for each service offered (the “**Services Catalogue**”).
 - c) Services will be provided on the terms and conditions of a Standardized Ontario Health atHome Master Services Contract, a customized schedule to that contract, and the relevant parts of the catalogue described above (the “**Services Contract**”).
 - d) Client Providers will be able to obtain services offered by Ontario Health atHome by entering into Services Contract that includes a customized schedule that sets out the specific services listed in the Services Catalogue that Ontario Health atHome will provide to that Client Provider.

SCHEDULE 3: FUNDING AND ALLOCATIONS

Funding Allocations and Applicable Funding Rules

1. Ontario Health will provide funding to Ontario Health atHome for the 2024-25 Fiscal Years, in accordance with Table 1 below.
2. Ontario Health, in consultation with Ontario Health atHome, will revise and update Table 1 to reflect allocation decisions, at the beginning and throughout each fiscal year, through amendment(s) to this Agreement.
3. In the event that Ontario Health provides funds to Ontario Health atHome for a Fiscal Year after the expiration of this Agreement and before a subsequent service accountability agreement has been entered in:
 - a) The terms of this Agreement will continue to apply to such funds with the necessary modifications until a new service accountability agreement is entered into between the Parties;
 - b) Ontario Health is not obligated to provide such funds in the same amounts as set out in Schedule 3; and
 - c) Upon execution of the subsequent service accountability agreement, such funds will be deemed to have been provided pursuant to, and will be governed by, the provisions of that subsequent service accountability agreement.
4. Acceptance by Ontario Health atHome of funds paid by Ontario Health after the expiration of this Agreement and before a subsequent service accountability agreement has been entered into will evidence its acceptance of section 3 above;
5. Ontario Health may terminate this Agreement with the written agreement of MOH upon written notice to Ontario Health atHome, if:
 - a) The Funding allocated to Ontario Health atHome under this Agreement is not paid to Ontario Health by MOH;
 - b) The Funding commitment is otherwise cancelled by MOH; or
 - c) Ontario Health deems such termination to be in the public interest or in the best interest of the healthcare system in Ontario.
6. In the event of termination, Ontario Health atHome will be entitled only to the amount of Funding earned pursuant to this Agreement up to the effective date of such termination, unless mutually agreed otherwise.

7. **Ontario Health will:**

- a) Reconcile all Funding provided to Ontario Health atHome under this Agreement on an annual basis as set forth in Sections 12-16 of this Schedule;
- b) Set terms and conditions for any incremental Funding provided pursuant to section 2-4 of this Schedule in accordance with the requirements of the Ministry, through amendment(s) to this Agreement;
- c) Seek Ministry approval, upon request of Ontario Health atHome, to reallocate funds from Ontario Health atHome's Direct Services Funding allocation to Ontario Health atHome's Integrated Administration/Governance Funding allocation.

8. **Ontario Health atHome will:**

- a) Use the funds provided by Ontario Health in accordance with the CCA, Applicable Law, Applicable Policy and this Agreement;
- b) Not reallocate unused Dedicated Funding to another service or purpose, without prior approval from Ontario Health;
- c) Unless Ontario Health has approved the reallocation of Dedicated Funding, Ontario Health atHome will return unused Dedicated Funding to Ontario Health; and
- d) Plan for and achieve an Annual Balanced Budget for its operations.

Financial Management Policies and Guidelines

9. **Both parties** will comply with all Applicable Law and Applicable Policy related to financial accountability and management.

Accounting Standards and Financial Reporting

10. **Ontario Health atHome will:**

- a) Prepare financial reports and statements for all funding and expenditures, including its ABP, based on Canadian Public Sector Accounting as issued by the Public Sector Accounting Board (PSAB);

- b) Provide financial reports to Ontario Health on year-to-date actual and Year-End forecasted revenues and expenses. The information should be submitted to Ontario Health 30 Days following the end of the month; and
- c) Notify Ontario Health immediately regarding any material change to any financial reports that will be shared with Ontario Health.

Budget Shortfall

11. In the event of a budget shortfall or underspend, the shortfall or underspend will be identified by Ontario Health atHome’s management team and raised to Ontario Health during the monthly review of Ontario Health atHome’s monthly financial reports, including actual and forecasted information. If the budget shortfall or underspend is determined as a risk, the MOH should be informed through one or more of the following potential avenues:

- a) Risk Reporting: Ontario Health atHome’s Board is required to submit risks to Ontario Health’s Board, to be incorporated in Ontario Health’s quarterly risk reporting. A projected or material budget shortfall or underspend is reported through this mechanism, as well as the risk it poses and mitigation strategies, as determined by Ontario Health’s Board; and
- b) Tripartite Table: If a budget shortfall or underspend is identified, the issue should be raised at the Tripartite Table, to ensure MOH, Ontario Health and Ontario Health atHome have the forum to discuss the issue and resolution.

Repayment and Recovery

12. **Ontario Health** will, acting reasonably and with consideration of the impact, if any, that a recovery of Funding will have on Ontario Health atHome’s ability to meet its obligations under this Agreement, require the repayment of unspent Funding provided to Ontario Health atHome under the following circumstances:

- a) If, in any Funding year, Ontario Health atHome has not spent all the Funding provided by Ontario Health atHome to deliver the services specified in Schedule 1;
- b) Upon termination or expiry of this Agreement;
- c) If the Year-End reconciliation and settlement process demonstrates that Ontario Health atHome received Funding in excess of its confirmed funds, Ontario Health will require the repayment of the excess Funding;
- d) If Services are adjusted, as a result of the performance management process, Ontario Health may take one or more of the following actions:
 - i) Adjust the amount of Funding to be paid under this Schedule;

- ii) Require the repayment of excess Funding; and
 - iii) Adjust the amount of any future Funding installments accordingly.
 - e) If Ontario Health atHome is forecasting a surplus, Ontario Health may after Notice to and consultation with Ontario Health atHome, take one or more of the following actions:
 - i) Adjust the amount of Funding to be paid under this Schedule;
 - ii) Require the repayment of excess Funding; and
 - iii) Adjust the amount of any future Funding installments accordingly.
 - f) **Ontario Health atHome** will, at the request of Ontario Health, repay the whole or any part of the Funding, or an amount equal thereto if Ontario Health atHome:
 - i. Has provided false information to Ontario Health knowing it to be false;
 - ii. Uses Funding for purposes not permitted by this Agreement;
 - iii. Fails to reasonably provide the services as set out in this Agreement; or
 - g) Sections 12(c),12(d) and 12(f) of this Schedule do not apply to Funding already expended properly in accordance with this Agreement. Ontario Health will determine whether the Funding has been expended properly in accordance with this Agreement in consultation with Ontario Health atHome.
13. If Ontario Health, acting reasonably after consultation with Ontario Health atHome, determines that a recovery of Funding under this Schedule is appropriate, then Ontario Health will give 30 Days Notice to Ontario Health atHome. The Notice will describe:
- a) The amount of the proposed recovery;
 - b) The term of the recovery, if not permanent;
 - c) The proposed timing of the recovery; and
 - d) The reasons for the recovery.
14. Where Ontario Health atHome has concerns about any matter set out in the Notice, the parties will follow the Issues and Dispute Resolution Process set out in sections 5-10 of this Agreement.
15. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

16. **Ontario Health atHome** acknowledges that assessment of obligations under this Agreement and subsequent settlement and recovery of Funding can occur up to seven (7) years after the provision of Funding.

Table 1: Statement of 2024-25 Funding Allocation

Dedicated Funding	Opening Base (starting June 28)	Additional Base (Annual)	Total Base	One-Time (Annual)	Total Allocation
Direct Services					
Initial Allocation	\$ 2,706,868,656		\$ 2,706,868,656	\$ 19,784,808	\$ 2,726,653,464
Fall Economic Statement		\$ 196,046,000	\$ 196,046,000		\$ 196,046,000
Service Contract Rate Increase		\$ 130,017,400	\$ 130,017,400		\$ 130,017,400
Wage Re-opener and Collective Bargaining		\$ 68,515,200	\$ 68,515,200		\$ 68,515,200
Carve-Out for Care Coordination of Leading Projects				\$ (35,000)	\$ (35,000)
Direct Services Total	\$ 2,706,868,656	\$ 394,578,600	\$ 3,101,447,256	\$ 19,749,808	\$ 3,121,197,064
Integrated Administration/ Governance					
Initial Allocation	\$ 114,132,780		\$ 114,132,780		\$ 114,132,780
Wage Re-opener and Collective Bargaining		\$ 2,581,900	\$ 2,581,900		\$ 2,581,900
Integrated Administration/ Governance Total	\$ 114,132,780	\$ 2,581,900	\$ 116,714,680		\$ 116,714,680
Total Funding	\$ 2,821,001,436	\$ 397,160,500	\$ 3,218,161,936	\$ 19,749,808	\$ 3,237,911,744

The following terms apply to Direct Services Funding.

1. Ontario Health at Home will ensure that \$3,113,400 of Direct Services funding is allocated for the provision of Community Post-stroke Rehabilitation in Ontario Health Central, Ontario Health East and Ontario Health West.
2. Ontario Health atHome will ensure that \$12,819,000 of Direct Services funding is used towards Ontario Health atHome's provision of Home Care services that have been allocated for the provision of Transitional Care Projects in Ontario Health Toronto, Ontario Health West and Ontario Health Central.
3. Ontario Health atHome will ensure that \$19,784,808 of Direct Services funding is allocated for Residential Hospice Bed Support which include palliative end-of-life nursing, personal support, and other services that are delivered in residential hospice bed including pediatric and approved specialized beds and operational costs associated with the residential hospices.
4. The one-time funding provided for Residential Hospice Bed Support is part of the Ministry's plan to strengthen community-based residential hospice and palliative care across the province and is to support the sustainability of residential hospices. The terms and conditions applicable to this funding, as previously communicated by the Minister under each of the 14 Ministry-LHIN accountability agreements, will continue to apply.

The following terms apply specifically to the Funding provided for the Service Contract Rate Increase:

5. Ontario Health atHome will provide Eligible Organizations with a one per cent across-the-board increase for all contracts for publicly funded Professional Services and Personal Support Services for the 2024/25 Fiscal Year to support Eligible General Costs. The increase will be applied to Eligible General Costs that are effective April 1, 2024, or later in 2024/25 Fiscal Year;
6. Ontario Health atHome will provide Eligible Organizations with a three per cent across-the-board increase for publicly funded Professional Services and Personal Support Services contracts in support of Eligible Compensation Costs for Eligible Staff at the Eligible Organizations' discretion. The increase will be applied to Eligible Compensation Costs that are effective April 1, 2024 or later in 2024/25 fiscal year; and
7. Ontario Health atHome will pay the increased rates retroactive to April 1, 2024.

The following terms apply specifically to the Funding provided for the Wage Re-opener and Collective Bargaining:

8. Ontario Health atHome will use the Funds to pay the compensation increases resulting from the collective agreements, including the Bill 124 wage re-opener settlements for the 2024/25 Fiscal Year, in accordance with the terms of the collective agreements.
9. Ontario Health atHome will provide the following health human resources information for Ontario Health to meet its reporting obligations related to this Funding, as specified in the Health Human Resources reporting template to be provided by the Ministry:
 - a) Number of unionized full-time equivalent (FTE) and headcount;
 - b) Vacancy rate of unionized staff; and
 - c) Voluntary turnover rate of unionized staff.

SCHEDULE 4: ONTARIO HEALTH ATHOME PERFORMANCE

General Obligations

1. **The parties will:**
 - a) Strive to achieve on-going performance and quality improvement;
 - b) Establish clear lines of communication and responsibility to address performance improvement in a proactive, collaborative, and responsive manner; and
 - c) Undertake an annual review of the Indicators, Targets and the respective Indicator categories which may result in Indicators being moved between the performance, monitoring, process and transformation, and developmental categories, as appropriate.

Specific Obligations

2. **The parties will:**
 - a) Establish a Home Care Performance Table and develop a terms of reference for the Home Care Performance Table that will specify the composition of its membership and the frequency with which it will meet.
 - b) Provide Notice to the other party as soon as reasonably possible of a Performance Factor; and
 - c) Agree to meet and discuss Performance Factors within 14 Days of the date of the Notice in accordance with this Agreement, where a meeting has been requested in the Notice.
3. **Ontario Health will:**
 - a) Calculate the results for the Indicators set out in this Schedule;
 - b) Provide Ontario Health atHome with calculated results and supporting performance information for the Indicators when required;
 - c) Consult Ontario Health atHome in developing guidelines to determine parameters and processes for escalating interventions for Performance Factors initiated by Ontario Health;
 - d) Provide Ontario Health atHome with technical documentation for the Indicators set out in Tables 1, 2, 3 and 4 of this Schedule, including the methodology, inclusions and exclusions;

- e) Identify, as necessary, those Monitoring Indicators where Ontario Health atHome will be expected to report on performance as part of their monthly reporting process;
- f) Provide a written acknowledgement or receipt of Notice of a Performance Factor within seven (7) Days of the date on which the Notice is received; and
- g) Consult and reach agreement with Ontario Health atHome about how Ontario Health atHome performance might be improved, depending on the extent, exposure, or level of risk.

4. **Ontario Health atHome** will:

- a) Demonstrate progress towards achieving Ontario Health atHome's Performance Indicator Targets for the Performance Indicators set out in Table 1 to this Schedule by the end of the term of this Agreement;
- b) Provide ongoing operational reports to support Indicators on process and transformational change on a quarterly basis, which could include Indicators focused on care coordination, and Ontario Health atHome integration with OHTs and Undesignated OHTs;
- c) Work with Ontario Health for Indicator selection, technical specification, monitoring, refinement, interpretation and support buildout of the Indicators as requested by Ontario Health;
- d) Report to Ontario Health monthly on all Performance Indicators in Table 1 of this Schedule and Monitoring Indicators, as requested by Ontario Health;
- e) Submit an initial Notice to Ontario Health if Ontario Health atHome anticipates it will be unable to achieve Performance Indicators Targets. The Notice will:
 - i) Describe the Performance Factor and its actual or anticipated impact;
 - ii) Include a description of any action Ontario Health atHome is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - iii) Indicate whether Ontario Health atHome is requesting a meeting to discuss the Performance Factor; and
 - iv) Address any other issues or matter Ontario Health atHome wishes to raise Ontario Health.

5. During a meeting to discuss a Performance Factor, the parties will:

- a) Discuss the causes of a Performance Factor;

- b) Discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance;
 - c) Determine the steps to be taken to remedy or mitigate the impact of the Performance Factor through a performance improvement process, if applicable; and
 - d) Determine whether revisions or amendments to Ontario Health atHome’s performance obligations are required.
6. Any performance improvement process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
- a) A requirement that Ontario Health atHome develop and implement an improvement plan that is acceptable to Ontario Health;
 - b) A Review;
 - c) An amendment of Ontario Health atHome’s obligations under this Agreement; and
 - d) An in-year or Year-End, adjustment to the Funding.
7. Despite the foregoing, if Ontario Health, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond Ontario Health atHome’s Control:
- a) Ontario Health will collaborate with Ontario Health atHome to develop and implement a mutually agreed upon joint response plan which may include an amendment of Ontario Health atHome’s obligations under this Agreement;
 - b) Ontario Health will not require Ontario Health atHome to prepare an improvement plan; and
 - c) The failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond Ontario Health atHome’s Control.

Performance and quality expectations – Performance Indicators

Table 1: Performance Indicators	
Definition: Measures of performance for which a Target will be set	
Indicator	Provincial Target
1. Percentage of home care service patients with complex needs who receive their personal support visits within 5 Days of the date that they were authorized for personal support services	90%

2. Percentage of home care service patients who received their nursing visit within 5 Days of the date they were authorized for nursing services	95%
3. 50 th /90 th percentile wait time from community for home care services: application from community setting to first home care services (excluding case management)	50 th P = 7 days 90 th P = 21 days
4. 50 th /90 th percentile wait time from hospital discharge to service initiation of home and community care	50 th P = 1 day 90 th P = 7 days
5. SPO first service offer acceptance rate, by service type	90-94% (current corridor)
6. Missed care rates, by service type	0.05%-0.1% (current corridor)
7. Alternate Level of Care (ALC)*: a. Volume of patients designated ALC waiting for home care b. Average ALC length of stay (LOS) for patients designated ALC waiting for home care	Target TBD
8. Percentage of patients waiting for long term care placement who are crisis-designated, split by: a. Community b. Hospital c. Long Term Care	Target TBD

Performance and quality expectations – Monitoring Indicators

Table 2: Monitoring Indicators	
Definition: Measures of performance that will be monitored against provincial results or established Provincial Targets where set	
Indicator	Provincial Target
1. Ontario Health atHome volumes: • Volumes by service type • Admitted client volumes by Client Care Model (CCM)	Target TBD
2. Caregiver distress, by CCM population	Target TBD

Performance and quality expectations – Process and Transformation Indicators

Table 3: Process and Transformation Indicators	
Definition: Measurable metrics representing desired change to assess the success and impact of home care transformation	
Indicator	
1. Access and flow • Plan submitted to Ontario Health with discharge Targets, service volume, and time to first service Targets for fall / winter preparedness in collaboration with local hospitals	

- | |
|---|
| 2. Long-Term Care placement from community and hospital ratio based on seasonal needs (dynamic) |
|---|

Performance and quality expectations – Developmental Indicators

Table 4: Developmental Indicators Definition: Measures of performance that require development due to factors such as the need for methodological refinement, testing, consultation, or analysis of reliability, feasibility and/or data quality	
Indicator	
1.	Care continuity, SPO focused
2.	Client satisfaction with Home and Community Care Services (from Patient and Caregiver Experience Evaluation (PCEE) Survey, “Overall, how would you rate your home and community care services?”)
3.	SPO health human resource tracking
4.	Home care service delivery Indicators <ul style="list-style-type: none"> • Performance management of its own SPOs, alignment with Indicators within contracts/SPO portal
5.	Patient flow Indicators by referral type (Homecare, School, Self Directed Care (SDC) Program, Long Term Care) <ul style="list-style-type: none"> • # of new referrals by referral source • # of new admissions • # of discharged referrals • # of non-admits • Measure of flow (i.e., admit/discharge ratio)
6.	Care Co-ordination Services Indicators <ul style="list-style-type: none"> • Timeliness of reassessing patient needs (measurement against standardized assessment framework) • Developing, evaluating and revising care plans • Timeliness of referrals to other providers
7.	Long term care placement Indicators <ul style="list-style-type: none"> • Timeliness of determining eligibility for long term care
8.	High-risk patient safety events

SCHEDULE 5: INTEGRATED REPORTING

General Obligations

1. The parties will:

- a) Work together to ensure a timely flow and exchange of information to fulfill the reporting requirements of both parties.

2. Consistent with the MOU, Ontario Health atHome will:

- a) Provide Ontario Health atHome's ABP to Ontario Health for approval and to be submitted as part of Ontario Health's Consolidated ABP, addressing all the requirement specified in the AAD for Ontario Health atHome;
- b) Provide Ontario Health atHome's annual report to Ontario Health for approval and to be submitted as part of Ontario Health's Consolidated Annual Report, in accordance with AAD requirements;
- c) Ensure that the reports and documents set out in Table 1 and Table 2 below are submitted to Ontario Health (Chair) in accordance with the specified timelines or the dates established by Ontario Health and communicated to Ontario Health atHome from time to time, and supply information relating to Ontario Health atHome operations that may be requested by the Ontario Health (Chair), the Minister, or the Deputy Minister from time-to-time;
- d) Provide Ontario Health atHome's audited annual financial statements to Ontario Health; and
- e) Promptly inform Ontario Health of any matter that Ontario Health atHome becomes aware of that materially impacts or is likely to materially impact the health system, or could otherwise be reasonably expected to concern Ontario Health, throughout the term of this Agreement.

Reviews

5. Ontario Health atHome agrees that:

- a) Ontario Health atHome will, in accordance with Applicable Law, disclose any information requested by Ontario Health directly or through its authorized agents and will do so in a form requested by Ontario Health or its authorized agents as the case may be, all in accordance with the CCA and Applicable Law;
- b) The cost of any Review will be borne by Ontario Health atHome if the Review:

- i) Was made necessary because Ontario Health atHome did not comply with a requirement under the CCA or a material requirement of this Agreement; or
 - ii) Indicates that Ontario Health atHome has not fulfilled its material obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy;
 - c) **Ontario Health atHome** 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.
6. **Ontario Health** or its authorized representatives may, for the purposes of conducting a Review; and upon 24 hours' Notice to Ontario Health atHome; and during normal business hours, enter Ontario Health atHome's premises to:
- a) Inspect and copy any financial records, invoices and other finance related documents, other than personal health information as defined in the CCA and subject to FIPPA, in the possession or under the control of Ontario Health atHome which relate to the Funding provided under this Agreement or otherwise to the obligations of Ontario Health atHome under this Agreement; and
 - b) Inspect and copy non-financial records, other than personal health information as defined in the CCA and subject to FIPPA, in the possession or under the control of Ontario Health atHome which relate to the Funding provided under this Agreement or otherwise to the performance of Ontario Health atHome's obligations under this Agreement.
7. For greater certainty, Ontario Health's rights in respect of sections 5 and 6 above are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

Table 1: Summary of Reporting Requirements of Ontario Health atHome

Due Date	Description of Item
Annual Business Plan	
Submitted annually to Ontario Health no later than two months before the end of the calendar year, subject to change pending Consolidated ABP process	Ontario Health atHome's Chair will submit the Ontario Health atHome Board-approved Annual Business Plan to the Ontario Health Chair for Ontario Health approval, and subsequent submission to MOH as an appendix to Ontario Health's ABP and in accordance with Treasury Board/Management Board of Cabinet AAD requirements.
Annual Report	
Submitted annually to Ontario Health by August, subject to	The Ontario Health atHome Chair will submit the Ontario Health atHome Board-approved annual report to the Ontario Health Chair who, in turn, will ensure that it is submitted to the Minister as part

change pending approval process	of the Ontario Health’s annual report in accordance with AAD requirements.
Annual Audited Financial Statements	
Within 90 Days following the end of the Fiscal Year	Ontario Health atHome will submit annual audited financial statements to Ontario Health.
Annual Settlement Reports	
Annual	Ontario Health atHome will submit to Ontario Health the annual settlement reports on funding provided by Ontario Health.
BPSAA Report on Ontario Health atHome Consultant Use	
Annual	Ontario Health atHome will submit to Ontario Health, then Ontario Health will submit to the Ministry a Board approved Report on consultant use for the previous Fiscal Year using the template provided in the Minister’s Directive under the <i>Broader Public Sector Accountability Act, 2010</i> section 5.
Certificate of Assurance Board Governed Agency Attestation	
Annual	Ontario Health atHome will submit to Ontario Health a Board-Governed Agency Attestation at Year-End required per the AAD, using the forms provided by the Ministry.
Quarterly Statements of Operations and Financial Positions	
Quarterly	Ontario Health atHome will submit quarterly statements of operations and financial positions.
Quarterly Agency Risk Reports	
Quarterly	Ontario Health atHome will submit to Ontario Health, who in turn will ensure it is submitted to the Ministry, Quarterly Agency Risk Reports, using the forms provided by the Ministry as required by the AAD.
Quarterly Attestation	
Quarterly	Ontario Health atHome will submit to Ontario Health, who in turn will ensure it is submitted to the Ministry Quarterly Attestations as required under the <i>Broader Public Sector Accountability Act, 2010</i> section 14.
Quarterly Expense Claims Reports	
Quarterly	Ontario Health atHome will submit to Ontario Health, who in turn will ensure it is submitted to the Ministry through Expense Claims Reports using the forms provided by the Ministry.
Financial Quarterly Report	
Quarterly	Ontario Health atHome will submit to Ontario Health, who in turn will ensure it is submitted to the Ministry, Financial Quarterly Reports using the forms provided by the Ministry.
Quarterly Consolidation Report	

Quarterly	Ontario Health atHome will submit the Quarterly Consolidation Reports to Ontario Health, who in turn will submit it to the Ministry.
Monthly Financial Reports	
30 Days following the end of each month	Ontario Health atHome will submit monthly financial reports outlined in Schedule 3 to Ontario Health.

Table 2: Ontario Health – Ontario Health atHome Reporting Obligations

Operational, Performance, Progress, and Data Reports		
Ontario Health	Monthly/Quarterly (TBC)	Ontario Health will submit to Ontario Health atHome the most recent performance data for Indicators in Schedule 4.
Ontario Health	As required by the MOH	Ontario Health will submit a report on Performance Indicators in Schedule 4.
Ontario Health atHome	Monthly (TBC)	Ontario Health atHome will submit to Ontario Health the most recent month of performance data for Performance Indicators in Schedule 4: Ontario Health atHome Performance.
Ontario Health atHome	Quarterly	Ontario Health atHome will submit quarterly OHRs/Management Information Systems (MIS) Trial Balance Submission through OHFS.
Ontario Health atHome	Quarterly	Ontario Health atHome will submit Supplemental Report – Quarterly Report.
Ontario Health at Home	Annually (TBC)	Ontario Health atHome will submit Community Post-Stroke Rehabilitation (CSR) Program Report to Ontario Health. Template created by the Ministry will be provided to Ontario Health atHome.
Ontario Health at Home	Annually (TBC)	Ontario Health atHome will submit Transitional Care Program Projects reports (including Transitional Care Regional Plan, Evaluation Report and Transitional Care Year-End Final Report) to Ontario Health. Template created by the Ministry will be provided to Ontario Health atHome.

SCHEDULE 6: PRIVACY AND DATA SHARING

1. Ontario Health atHome will support Ontario Health in achieving its health system planning and management objectives by:

- a) Providing data in accordance with Applicable Laws and Applicable Policy, to support MOH and Ontario Health's mandate;
- b) Developing information management and data governance strategies and policies that are aligned with Ontario Health and its mandate;
- c) Streamlining its practices providing access to its authoritative data holdings;
- d) Adhering to shared policies and procedures related to CHRIS and other applicable digital and data assets; and
- e) Working with Ontario Health on new models of care, including projects of OHTs and Undesignated OHTs and other initiatives to identify and mitigate privacy risks and/or transform and innovate privacy practices.

2. Ontario Health atHome will:

- a) Collaborate with Ontario Health to enable and/or improve internal data sharing for all purposes permitted by Applicable Law and Applicable Policy; and
- b) Provide Ontario Health with an annual report on data assets, including data fields and descriptions to the extent permitted by Applicable Law.

3. Both parties will:

- a) Protect the privacy of individuals whose PI or PHI is collected, transmitted, stored or exchanged between them and with other parties in compliance with PHIPA, FIPPA and provincial cybersecurity standards and protocols.

SCHEDULE 7: DEFINITIONS

“**AAD**” means the Treasury Board/Management Board of Cabinet Agencies & Appointments Directive;

“**ABP**” or “**Annual Business Plan**” means Ontario Health atHome’s plan for spending the annual Funding received from Ontario Health for performance and delivery of its Services described under Schedule 1: Services;

“**Agreement**” means this Ontario Health – Ontario Health at Home service accountability agreement, including the Schedules, and any instrument which amends this Agreement;

“**Alternate Level of Care Patient**” or “**ALC Patient**” means a patient in a public hospital who has been designated by an attending clinician as requiring an alternate level of care because, in the clinician’s opinion, the patient no longer needs the intensity of resources or services provided in an acute hospital care setting;

“**Annual Balanced Budget**” means that, in a Fiscal Year, the total revenues are greater than or equal to the total expenses. Further, for Ontario Health atHome, the meaning of Annual Balanced Budget is also subject to Public Sector Accounting Board (PSAB) rules as well as any interpretations issued by the MOH in financial management policies, directives or guidelines under Schedule 3: Funding and Allocations;

“**Applicable Laws**” means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the parties, the Direct 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 Ontario Health, the Ministry or other ministries or agencies of the province of Ontario that are applicable to Ontario Health, Ontario Health atHome, the Direct Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement;

“**Board**” means board of directors;

“**Business Days**” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; Boxing Day and any other day which Ontario Health has elected to be closed for business;

“**Care Co-ordination Services**” has the same meaning as in O.Reg. 187/22;

“**CCA**” or “**Connecting Care Act**” means the *Connecting Care Act, 2019*, S.O. 2019, c.5, Sched. 1, as amended from time to time, including any regulations made under it;

“**CEO**” means Chief Executive Officer;

“**Chair**” means the Chair of a Board of Directors;

“**CHRIS**” means the Client Health and Related Information System;

“Claims” means 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;

“Client Care Model” or **“CCM”** is a population-focused approach to care for home care patients and defines five standardized populations and corresponding sub-populations. The model is used to support consistent care planning and accountability through guidelines of care.

“Client Provider” has the same meaning as defined in section 1 of the CCA;

“Community Post Stroke Rehabilitation (CSR) Program” means a program that helps individuals, determined to be eligible, recover at home after a stroke by providing up to 12 weeks of intense, specialized, applicable Direct Services;

“Consolidated ABP” means an annual business plan that includes both Ontario Health’s and Ontario Health atHome’s annual business plans (i.e. strategic priorities in accordance with AAD requirements, addressing all the elements specified in the AAD for Ontario Health and Ontario Health atHome, respectively);

“Consolidated Annual Report” means a report addressing all the elements specified in the AAD for both Ontario Health and Ontario Health atHome and that includes both Ontario Health’s and Ontario Health atHome’s revenues and expenditures for Ontario Health atHome operations and balance sheet accounts for Ontario Health atHome;

“COO” means Chief Operating Officer;

“CRO” means Chief Regional Officer;

“Days” means calendar days;

“Dedicated Funding” means Funding that this Agreement identifies as Dedicated Funding, which must be used by Ontario Health atHome to fund a specific service or purpose;

“Deputy Minister” means the Deputy Minister of Health or the Deputy Minister of any successor to the Ministry;

“Developmental Indicator” is defined in Table 4 of Schedule 4: Ontario Health atHome Performance;

“Digital Health” means the use of digital and virtual tools, products, technologies, data, and services that enable improved Patient experience and population health outcomes, care quality, access, integration, co-ordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

“Direct Services” has the meaning ascribed to it in section 1a) of Schedule 1: Services;

“Effective Date” means June 28, 2024;

“Electronic Transmission” means a notice or other communication sent by electronic mail;

“Eligible Compensation Costs” means an increase to the following:

- i. Wages (including statutory benefits)

- ii. Compensation for time spent travelling, on top of or instead of wages.
- iii. Non-statutory benefits (i.e., pension plans/retirement savings, medical/paramedical plans such as eye care, drugs, dental, etc., enhanced vacation, and sick leave pay beyond Employment Standards Act, 2000 requirements)
- iv. Premiums on top of wages for work outside typical/regular hours
- v. Special premiums for rural/hard-to-serve areas.
- vi. Training/education time
- vii. Other compensation similar to above

Eligible Compensation Costs do not include:

- viii. Recruitment bonuses or incentives to existing employees – monetary or gift cards
- ix. Hiring bonuses to new employees – monetary or gift cards
- x. Non-monetary compensation such as gift cards.

“Eligible General Costs” means expenses related to providing Personal Support Services and Professional Services, comprising:

- i. Eligible Compensation Costs
- ii. Recruitment and retention of employees of contracted service providers
- iii. Other operational costs. Examples include technology, communications, supplies, accommodations, training of employees, etc.

“Eligible Organizations” means:

- i. SPOs, including retirement homes and private schools that have contracts with Ontario Health atHome; and
- ii. Recipients of funding under the family-managed home care program (“FMHC Program”), including recipients of funding under contract for homeschooling.

“Eligible Staff” means all staff of Eligible Organizations except staff occupying the position of Director and above. Eligible staff includes individuals, or a subgroup of individuals, as outlined below:

- i. Front-line, direct care staff (i.e. all workers providing Professional and Personal Support Services) of Eligible Organizations.
- ii. All staff of Eligible Organizations who interact with clients.
- iii. Care delivery support staff of contracts for all types of Home and Community Care Services that are Professional and Personal Support Services held by Eligible Organizations, other than recipients of funding under the FMHC Program.
- iv. Service providers employed or retained by recipients of funding under the FMHC Program.

“Facilitation” means a facilitated resolution, which may involve the assistance of external supports, such as peers, coaches, mentors, and facilitators;

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

- a) significant costs associated with complying with new or amended Government of Ontario technical standards or guidelines, Applicable Law or Applicable Policy;
- b) the availability of health human resources;

- c) arbitration decisions that affect Ontario Health atHome’s employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable Ontario Health atHome planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon Ontario Health atHome’s operational flexibility; and
- d) catastrophic events, such as natural disasters and infectious disease outbreaks;

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended from time to time, including any regulations made under it;

“**Fiscal Year**” means the period from April 1 to March 31 of the following year;

“**FLTCA**” means the *Fixing Long-Term Care Act, 2021*, S.O. 2021, c.39, Sched. 1, as amended from time to time, including any regulations made under it;

“**Funded HSP**” means an HSP that has entered into a service accountability agreement under section 22 of the CCA with, and been funded under section 21 of the CCA by, Ontario Health;

“**Funding**” means the funding provided by Ontario Health to Ontario Health atHome in each funding year under this Agreement;

“**Government**” means the Government of Ontario;

“**Health Care Connect**” means a program delivered by Ontario Health atHome to Ontarians who need a primary care provider, especially those with high health needs, where Ontario Health atHome employs care connectors who act as central contacts for registered program users and are responsible for referring Ontarians to a family health care provider who is accepting new patients in their community;

“**HSP**” or “**Health Service Provider**” means is a Health Service Provider as defined under subsection 1(2) of the Connecting Care Act;

“**Home and Community Care Services**” means the home and community care services as defined under O. Reg 187/22 made under the Connecting Care Act;

“**Home Care Performance Table**” means the group comprised of representatives from Ontario Health and Ontario Health atHome to discuss and review performance, emerging issues, and to resolve any outstanding issues;

“**Indicators**” means any or all as applicable, of the Developmental Indicators, Monitoring Indicators., Performance Indicators, and Process and Transformation Indicators set out in the tables in Schedule 4.

“**Integrated Administration / Governance Funding**” means a Funding allocation for Ontario Health atHome’s operational costs including senior management compensation;

“**LHIN**” means Local Health Integration Network;

“**Long-Term Care Home**” means a long-term care home as defined in section 2 of the FLTCA;

"Mandate Letter" means the letter from the Minister to Ontario Health establishing priorities in accordance with the Premier's mandate letter to the Minister;

"Minister" means the Minister of Health or such other person who may be designated from time to time as the responsible minister in relation to this Agreement in accordance with the *Executive Council Act*, R.S.O. 1990, c.E.25, as amended from time to time, including any regulations made under it;

"MOH" or **"Ministry"** means the Ministry of Health or any successor to the Ministry of Health;

"MOU" means the tripartite memorandum of understanding entered into between the Minister of Health, the Chair of Ontario Health, and the Chair of Ontario Health at Home;

"Monitoring Indicator" is defined in Table 2 of Schedule 4 Ontario Health atHome Performance;

"Notice" means any notice or other communication required to be provided pursuant to this Agreement or the CCA;

"OHFS" means Ontario Healthcare and Financial Statistical System;

"OH" or **"Ontario Health"** means the corporation without share capital under the name Ontario Health as continued under section 3 of the CCA;

"OHRS" means Ontario Healthcare Reporting Standards;

"OHT" or **"Ontario Health Team"** means a person or entity, or a group of persons or entities that have been designated as an Ontario Health Team by the Minister under section 29 of the CAA;

"Ontario Health atHome" means the service organization established under subsection 27.2(1) of the CCA;

"Operational Supports" has the same meaning as the operational supports described in paragraph 2 of section 27.6 of the Connecting Care Act;

"Patient" means an individual to whom Ontario Health atHome is providing a Direct Service;

"Performance Factor" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement;

"Performance Indicator" is defined in Table 1 of Schedule 4 Ontario Health atHome Performance;

"Personal Support Services" has the same meaning as set out in O.Reg. 187/22 made under the Connecting Care Act, are publicly funded, and are provided in accordance with O.Reg. 187/22.

"PHI" means personal health information as defined in PHIPA;

"PI" means Personal Information as defined in FIPPA;

"PHIPA" means the Personal Health Information Protection Act, 2004, S.O.2004, c.3, Sched. A, as amended from time to time, including any regulations made under it;

"Placement Management Services" means managing the referral of patients to or placement of patients into:

- Long-Term Care Homes as the designated placement co-ordinator under the *FLTCA*;

- Assisted living services, supportive housing programs, adult day programs and other programs and places where Home and Community Care Services are provided pursuant to funding under the CCA; and
- Chronic care (also referred to as complex continuing care) and rehabilitation beds in hospitals.

"**Process and Transformation Indicator**" is defined in Table 3 of Schedule 4: Ontario Health atHome Performance;

"**Professional Services**" has the same meaning as set out in O.Reg. 187/22 made under the Connecting Care Act, are publicly funded, and are provided in accordance with O.Reg. 187/22.

"**Provincial Target**" means an optimal performance result for an Indicator, which may be based on expert consensus, performance achieved in other jurisdictions, or provincial expectations;

"**Review**" means a financial or operational audit, investigation, inspection or other form of review requested or required by MOH or Ontario Health under the terms of the CCA or this Agreement, but does not include the annual audit of Ontario Health atHome's financial statements;

"**Schedule**" means any one of and "Schedules" means any two or more of the schedules listed in the main body of this Agreement and appended to this Agreement from time to time;

"**Self-Directed Care (SDC) Program Specifications**" means the Ministry of Health Self-Directed Care (SDC) Program Specifications for family-managed home care dated December 15, 2017, as amended from time to time;

"**Service Contract**" has the meaning ascribed to that term in Section 9(c) of Schedule 2: Transformation and Integration Plans;

"**Services Catalogue**" has the meaning ascribed to that term in Section 9(b) of Schedule 2: Transformation and Integration Plans;

"**Service Provider Organization**" or "**SPO**" means a person or entity that provides a Home and Community Care Service that has been purchased by and delivered on behalf of a Funded HSP or an OHT, including Ontario Health atHome;

"**Target**" means a planned result for an Indicator against which actual results can be compared;

"**Transitional Care Program Projects**" means projects from the annual Transitional Care Regional Plans that Ontario Health atHome organizations have recommended to receive Funding. These projects are designed to provide temporary care, and in some cases accommodation, for patients. These projects help to: 1) reduce ALC Patient volumes and improve patient flow from hospital to the community; and 2) provide a more appropriate care setting outside of hospital for appropriate patients who were designated, or at risk of being designated, ALC Patients. These projects were previously funded under the Short-Term Transitional Care Model (STTCM) or Targeted Investment Strategy (TIS) initiatives;

"**Transitional Care Regional Plans**" means high-level plans submitted by Ontario Health atHome to Ontario Health each Fiscal Year that outline the proposed annual Transitional Care Program Projects and

how they have or will support regional ALC Patient reduction strategies and quantified metrics (i.e., patient served, and spaces created).

“Transitional Care Year-End Final Report” means the Year-End written report on Transitional Care Program Projects performance which includes lessons learned.

“Tripartite Table” means the Tripartite Table described in the MOU;

“Undesignated OHT” means a person or entity, or a group of persons or entities that has approval of the Minister to use the term Ontario Health Team or OHT in its name but is not yet designated as an OHT under the CCA;

"Year-End" means the end of a Fiscal Year.