

SERVICE ACCOUNTABILITY AGREEMENT

Between

**ALZHEIMER SOCIETY OF BRANT, HALDIMAND NORFOLK,
HAMILTON HALTON (ASBHNHH)**

And

THE CORPORATION OF THE COUNTY OF BRANT

**For the delivery of the
Emergency Medical Services Community Paramedicine
Program in Brantford and Brant County**

Index to Agreement

- Article 1 Definitions & Interpretation
- Article 2 Term & Nature of the Agreement
- Article 3 Provision of Services
- Article 4 Funding
- Article 5 Repayment and Recovery of Funding
- Article 6 Planning & Integration
- Article 7 Performance
- Article 8 Reporting, Accounting and Review
- Article 9 Acknowledgement of LHIN Support
- Article 10 Representations, Warranties and Covenants
- Article 11 Limitation of Liability, Indemnity & Insurance
- Article 12 Termination
- Article 13 Notice
- Article 14 Entire Agreement

Schedules

- A – Description of Services
- B – Clinical Activity
- C – Reports
- D – Directives, Guidelines, Policies & Standards
- E – Project Funding Performance Agreement Template

THE AGREEMENT effective as of the 1st day of April, 2017

B E T W E E N:

**Alzheimer Society of Brant, Haldimand Norfolk, Hamilton Halton
(The Approved LHIN Agency/Health Service Provider (HSP))**

And

**The Corporation of the County of Brant
(The Service Provider (SP))**

Background:

The *Local Health System Integration Act, 2006*, requires that the LHIN and the Approved Agency as a Health Service Provider (HSP) enter into a Service Accountability Agreement (“SAA”). The SAA enables the LHIN to provide funding to the HSP for the provision of services. It supports a collaborative relationship between the LHIN and the HSP to improve the health of Ontarians through better access to high quality health services, to co-ordinate health care in local health systems and to manage the health system at the local level effectively and efficiently. In this context, the HSP and the LHIN agree that the provision of services to the local health system by the HSP will be funded as set out in the Agreement.

Under Article 3.2 of the SAA (**Subcontracting for the Provision of Services**) ASBHNHH unless identified as a subcontracted service in Schedule A of the SAA, will not subcontract the fulfillment of all or any part of the HSP’s obligations under this Agreement without the prior written consent of the LHIN. Such consent will be in the sole discretion of the LHIN and may be subject to additional terms and conditions. The HNHB LHIN has identified the Community Paramedicine Program offered by Brant County as a subcontracted service and has given consent to ASBHNHH to subcontract the provision of this service to Brant County.

It should be noted that all actions taken or not taken by Brant County and Services provided by Brant County will be deemed actions taken or not taken by ASBHNHH and Services provided by ASBHNHH, and further that nothing contained in this agreement will create a contractual relationship between Brant County or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

ARTICLE 1.0- DEFINITIONS & INTERPRETATION

1.1 Definitions.

“**Annual Balanced Budget**” has the meaning set out in s. 4.5(b) of the SAA;

“**Applicable Law**” means all federal, provincial or municipal laws, regulations, common law, any orders, rules, or by-laws that are applicable to the Health Service Provider, the Service Provider, the Services, this Agreement and the Parties’ obligations under this Agreement during the term of this Agreement;

“Applicable Policy” means any policies, directives, or standards of practice 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 Service Provider, 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;

“Budget” means the budget approved by the LHIN and appended to the Agreement as Schedule “B”;

“CFMA” means the *Commitment to the Future of Medicare Act, 2004*, and the regulations made under the *Commitment to the Future of Medicare Act, 2004*, as it and they may be amended from time to time;

“Confidential Information” means information that is:

(i) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided to the receiving party; and

(ii) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of the Act. Confidential Information does not include information that (a) was known to the receiving Party prior to receiving the information from the disclosing Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) is required to be disclosed by law, provided that the receiving Party provides timely notice of such requirement to the disclosing Party, consults with the disclosing Party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

“Conflict of Interest” in respect of an HSP and SP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement, the HSP or SP; a member of the HSP’s or SP’s Board or any person employed by the HSP or SP who has the capacity to influence the HSP’s or SP’s decision, has other commitments, relationships or financial interests that could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

“Director” is the Director of Ambulance Services, Brant County;

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

“Funding” means the amounts of money provided by the LHIN to the HSP and subsequently to the SP 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;

“Health Service Provider (HSP)” is ASBHNHH;

“LHIN” is Local Health Integration Network;

“MOHLTC” is Ministry of Health and Long Term Care;

“Performance Agreement” means an agreement between an SP and its Director that requires the Director to perform in a manner that enables the SP to achieve the terms of this Agreement;

“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 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 the Act or this Agreement, but does not include the annual audit of the SP’s financial statements;

“Service Provider (SP)” is Brant County;

“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: Clinical Activity

Schedule C: Reports

Schedule D: Directives, Guidelines, Policies & Standards

Schedule E: Project Funding and Performance Agreement Template

And,

“Services” means the services and deliverables described in Schedule “A” and in any Project Funding Agreement executed pursuant to this Agreement. “Services” includes the type, volume, frequency and availability of services and deliverables.

ARTICLE 2.0 - TERM AND NATURE OF THE AGREEMENT

2.1 Term. The term of the Agreement will commence on the Effective Date and will expire on March 31, 2018 (same date as current agreement that HSP has with HNHB LHIN) unless terminated earlier or extended pursuant to its terms.

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 Provision of Services.

(a) The SP will provide the Services in accordance with:

- (i) Terms of the Agreement, including the Program Plan;
- (ii) Applicable Law; and
- (iii) Applicable Policy

(b) When providing the Services, the SP will meet the Performance Standards and Conditions identified in Schedule E of this Agreement.

(c) Unless otherwise provided in this Agreement, the SP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the HSP and the prior written consent obtained by the HSP from the LHIN.

3.2 Conflict of Interest. The SP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The SP will disclose to the HSP 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.

3.3 Policies, Guidelines, Directives and Standards. When either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule D of the SAA, the HSP will immediately forward such to the SP. By signing a copy of this Agreement, the SP acknowledges that it has a copy of the documents identified in Schedule D of this Agreement.

ARTICLE 4.0 - FUNDING

4.1 Funding. The HSP:

(i) will provide the funds identified in Schedule B of the SAA to the SP for the purpose of providing or ensuring the provision of the Services (Paramedicine Program);

4.2 Limitation on Payment of Funding. Despite section 4.1, the HSP:

(i) will not provide any funds to the SP until the Agreement is fully executed;

(ii) will not be required to continue to provide funds in the event the SP breaches any of its obligations under this Agreement, until the breach is remedied to the HSP's satisfaction; and

(iii) may adjust the amount of funds it provides to the SP in any Funding Year - adjustment of funds based upon the LHIN's adjustment of funds further to their assessment of the information contained in the Reports.

4.3 Additional Funding.

(a) Unless the HSP has agreed to do so in writing through an amendment to this Agreement, the HSP is not required to provide additional funds to the SP for providing additional Services or for exceeding the requirements of Schedule E of this Agreement.

(b) The SP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will give consideration to the request and if appropriate forward the request to the LHIN. The SP will abide by all decisions of the HSP and LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.

4.4 Conditions of Funding

(a) The SP will:

(i) Fulfill all obligations in the Agreement, including the Schedules;

(ii) use the Funding only for the purpose of providing the Services (Community Paramedicine Program) in accordance with Applicable Law and the terms of this Agreement;

(iii) spend the Funding only in accordance with the Service Plan; and

(iv) propose, achieve and maintain an Annual Balanced Budget.

(b) "Annual Balanced Budget" means that, in each fiscal year of the term of this Agreement, the total expenses of the SP are less than or equal to the total revenue from all sources, of the SP.

4.5 Rebates, Credits and Refunds.

The SP:

(i) acknowledges that all HST and other rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;

(ii) agrees that it will advise the HSP if it receives any unanticipated HST and other rebates, credits and refunds from the use of the Funding;

(iii) agrees that all HST and other rebates, credits and refunds referred to in (ii) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebated relates.

4.6 Procurement of Goods and Services.

The SP will have a written procurement policy in place and the SP will acquire supplies, equipment or services with the Funding through a process that is consistent with this policy.

ARTICLE 5.0 - REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

(a) **At the End of a Funding Year.** If, in any Funding Year, the SP has not spent all of the Funding the HSP will require the repayment of the unspent Funding.

(b) **On Termination or Expiration of the Agreement.** Upon termination or expiry of the Agreement, the HSP will require the repayment of any Funding remaining in the possession or under the control of the SP and the payment of an amount equal to any Funding the SP used for purposes not permitted by this Agreement.

(c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the SP received Funding in excess of its confirmed funds, the HSP will require the repayment of the excess Funding.

(d) **In the Event of Forecasted Surpluses.** If the SP is forecasting a surplus the HSP may adjust the amount of Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.

(f) **On the Request of the LHIN.** Considering that the HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:

- (i) has provided false information to the LHIN knowing it to be false;
- (ii) breaches a term or condition of this Agreement and does not, within thirty (30) days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
- (iii) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services; the SP will comply with this policy.

5.2 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 HSP by the SP.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice.** Given that the LHIN will give at least sixty days' notice to the HSP of the date by which a Community Accountability Planning Submission ("CAPS"), approved by the HSP's governing body, must be submitted to the LHIN, the SP will meet, have its Board approve, and submit their request within that period defined by the LHIN.

(b) **Planning.** The Planning submission will be in a form acceptable to the HSP and will incorporate:

- (i) prudent financial forecasts;
- (ii) plans for the achievement of performance targets; and
- (iii) realistic risk management strategies.

6.2 Community Engagement & Integration Activities

The SP will support the HSP to engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals.

ARTICLE 7.0 – PERFORMANCE

7.1 Performance.

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

7.2 Performance Factors.

(a) A “Performance Factor” is any matter that could, or will, significantly affect a Party’s ability to fulfil its obligations under this Agreement.

(b) Each Party will notify the other Party of the existence of a Performance Factor, as soon as reasonably possible after the Party becomes aware of the Performance Factor.

7.3 Performance Meetings

During a meeting on performance, the Parties will:

- (i) discuss the causes of a Performance Factor;
- (ii) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (iii) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the “Performance Improvement Process”).

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting

(a) **Generally.** Considering that the LHIN’s ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by the Act, is heavily dependent on the timely collection and analysis of accurate information, the SP acknowledges that the timely provision of accurate information related to the SP is under the SP’s control and will provide all required reports to the HSP on time.

(b) The SP will ensure that all information is complete, accurate, signed on behalf of the SP by an authorized signing officer, and provided in a timely manner and in a form satisfactory by the HSP in meeting the requirements of the LHIN; and agrees that all information submitted to the HSP by or on behalf of the SP, will be deemed to have been authorized by the SP for submission.

8.2 Reviews

(a) During the term of this Agreement and for seven (7) years after the term of this Agreement, the SP agrees that the HSP or its authorized representatives and/or the LHIN or its authorized representatives may, conduct a Review of the SP to confirm the SP’s fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four (24) hours’ Notice to the SP and during normal business hours enter upon the SP’s premises to:

- (i) inspect and copy any financial records, invoices and other financially related documents, other than personal health information as defined in subsection 31(5) of the CFMA, in the

possession or under the control of the SP which relate to the Funding or otherwise to the Services; and

(ii) inspect and copy non-financial records, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the SP which relate to the Funding, the Services or otherwise to the performance of the SP under this Agreement.

(b) The cost of any Review will be borne by the SP if it (i) was made necessary because the SP did not comply with a requirement under the Act or this Agreement; or (ii) it determines that the SP has not fulfilled its obligations under this Agreement.

(c) To assist in respect of the rights set out in (b) above, the SP 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 SP 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 required by the LHIN under the Act or this Agreement.

(e) SP's obligations under this paragraph will survive any termination or expiration of the Agreement.

8.3 Document Retention and Record Maintenance.

The SP agrees:

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

(ii) all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Services will be kept in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the SP's auditor; and

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

8.4 Disclosure of Information.

(a) FIPPA. The SP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN by the HSP in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) Confidential Information. The Parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing Party or as permitted or required under FIPPA or the Personal Health Information Protection Act, the Act, court order, subpoena or other Applicable Law.

ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication.

For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the SP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a

brochure, promotional documents and a report. Materials that are prepared by the SP in order to fulfil its reporting obligations under his Agreement are not included in the term “publication”.

9.2 Acknowledgment of Funding Support.

The SP agrees all publications will include:

- (i) an acknowledgment of the Funding provided by the LHIN and the government of Ontario. Prior to including an acknowledgment in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and
- (ii) a statement indicating that the views expressed in the publication are the views of the SP and do not necessarily reflect those of the LHIN or the Government of Ontario.

ARTICLE 10.0 – REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General.

The SP represents, warrants and covenants that:

- (i) it is, and will continue for the term of the Agreement to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (ii) it has the experience and expertise necessary to carry out the Services;
- (iii) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (iv) all information (including information relating to any eligibility requirements for Funding) that the SP provided to the HSP in support of its request for Funding was true and complete at the time the SP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of the Agreement; and
- (v) it does, and will continue for the term of the Agreement, operate in compliance with Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the SP'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.

10.2 Governance.

- (a) The SP represents warrants and covenants that it has established, and will maintain for the period during which the Agreement is in effect, policies and procedures:
 - (i) that set out a code of conduct and ethical responsibilities for all persons at all levels of the SP's organization;
 - (ii) to ensure the ongoing effective functioning of the SP;
 - (iii) for effective and appropriate decision-making;
 - (iv) procedures for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (v) for the prudent and effective management of the Funding;
 - (vi) to monitor and ensure the accurate and timely fulfillment of the SP's obligations under this Agreement and the Act;
 - (vii) to enable the preparation, approval and delivery of all Reports required pursuant to Article 8; and
 - (viii) to address complaints about the provision of Services, the management or governance of the SP.

(b) The SP represents and warrants that:

- (i) The SP has, or will have within 90 days of the execution of this Agreement, a Performance Agreement with its Director,
- (ii) it will take all reasonable care to ensure that its Director complies with the Performance Agreement;

10.3 Services.

The SP represents warrants and covenants that:

- (i) the Services are and will continue to be provided by persons with the expertise, qualifications and skills necessary to complete their respective tasks; and
- (ii) work with the HSP to ensure proper professional support is available to its staff,
- (iii) are in compliance with Applicable Law and Applicable Policy.

10.4 Supporting Documentation.

Upon request, the SP will provide to the HSP so the HSP can 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 HSP will not be liable to the SP or any of the SP's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the SP) arising out of or in any way related to the Services or otherwise in connection with the Agreement, unless caused by the gross negligence or wilful act of the Indemnified Parties' officers, employees and agents.

11.2 Indemnification.

The SP hereby agrees to indemnify and hold harmless the HSP from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "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 SP or the SP's Personnel, in the course of performance of the SP's obligations under, or otherwise in connection with, the Agreement, unless solely caused by the negligence or wilful misconduct of an Indemnified Party. The SP further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation the HSP, claimed or resulting from such Claims.

11.3 Commercial General Liability Insurance.

(a) Generally.

The SP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the SP and the SP's Personnel under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this

Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) Required Insurance.

The SP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, for the period during which the Agreement is in effect, at its own expense Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:

- (i) The Indemnified Parties as additional insurers;
- (ii) Contractual Liability;
- (iii) Products and Completed Operations Liability;
- (iv) Valid WSIB Clearance Certificate, or Employers Liability and Voluntary Compensation, which ever applies;
- (v) Tenants Legal Liability; (*for premises/building leases only*);
- (vi) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and,
- (vii) A thirty Day written notice of cancellation.

(c) Certificates of Insurance. The SP will provide the HSP with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage, on or before the commencement of the Agreement, and renewal replacements on or before the expiry of any such insurance.

ARTICLE 12.0 - TERMINATION OF AGREEMENT

12.1 Termination by the HSP.

(a) Without Cause. The HSP may terminate the Agreement at any time, for any reasonable cause, upon giving at least one hundred and twenty Days' Notice to the SP.

(b) Where No Appropriation. If, as provided for in section 4.3, the HSP does not receive the necessary funding from the LHIN, the HSP may terminate the Agreement immediately by giving Notice to the SP.

(c) For Cause. The HSP may terminate the Agreement immediately upon giving Notice to the SP if in the opinion of the HSP:

- (i) the SP has knowingly provided false or misleading information regarding its funding request or in any other communication with the HSP
- (ii) the SP breaches any material provision of the Agreement;
- (iii) the SP is unable to provide or has discontinued the Services; or
- (iv) it is not reasonable for the SP to continue to provide the Services;
- (v) the nature of the SP'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;
- (vi) the SP 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
- (vii) the SP ceases to carry on business.

(d) Material Breach. A breach of a material provision of this Agreement includes, but is not limited to:

- (i) misuse of Funding;
 - (ii) a failure or inability to provide the Services as set out in the Service Plan;
 - (iii) a failure to provide the Compliance Declaration;
 - (vi) a failure to implement, or follow, a Performance Agreement or a Transition Plan;
 - (v) a failure to advise the HSP of actual, potential or perceived Conflict of interest; or
 - (vi) a failure to comply with any requirements prescribed by the LHIN;
 - (vii) a failure to resolve a Conflict of Interest.
- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this subsection, the HSP and the SP will develop a transition plan, acceptable to the LHIN that indicates how the needs of the SP's clients will be met following the termination and how the transition of the clients to new service providers will be effected in a timely manner ("Transition Plan"). The SP agrees that it will take all actions, and provide all information, required by the HSP to facilitate the transition of the SP's clients.

12.2 Termination by the SP

- (a) The SP may terminate the Agreement at any time, for any reason, upon giving six months' Notice to the HSP provided that the Notice is accompanied by:
- (i) satisfactory evidence that the SP has taken all necessary actions to authorize the termination of the Agreement, including if the SP is a corporation passing a board resolution authorizing the SP to terminate the Agreement with the HSP; and
 - (ii) a Transition Plan, acceptable to the HSP that indicates how the needs of the SP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six month Notice period.
- (b) In the event that the SP fails to provide an acceptable Transition Plan, the HSP may reduce Funding payable to the SP prior to termination of the Agreement to compensate the HSP for transition costs.

12.3 Opportunity to Remedy.

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

12.4 Consequences of Termination.

- (a) If the Agreement is terminated pursuant to this Article, the HSP may:
- (i) cancel all further Funding instalments;
 - (ii) demand the repayment of any Funding remaining in the possession or under the control of the SP;
 - (iii) determine the SP's reasonable costs to wind down the Services; and
 - (iv) permit the SP to offset the costs determined.

12.5 Effective Date. The effective date of any termination under this Article will be the last Day of the Notice period, the last Day of any subsequent Notice period or immediately, which ever applies.

ARTICLE 13.0 - NOTICE

13.1 Notice. Notice means any notice or other communication required to be provided pursuant to the Agreement, the Act, or the CFMA. A Notice will be in writing; delivered personally, by pre-paid courier, by facsimile with confirmation of receipt, or by any form of mail where evidence of receipt is provided by the post office. A Notice may not be sent by e-mail. A Notice will be addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the SP:

14. This Agreement together with the appended Schedules constitutes the enter Agreement between the Parties with respect to the subject matter contained in the agreement and supersedes all prior written agreements.

The Parties have executed the Agreement on the dates set out below:

Alzheimer Society of Brant, Haldimand Norfolk, Hamilton Halton:

Claire Forster
Chair, Board of Directors

Date

The Corporation of the County of Brant

R.E.F. Eddy, Mayor

Date

Heather Boyd, Clerk

Date

Schedules

Schedule A: Detailed Description of Services

Schedule B: Clinical Services

Schedule C: Reports

Schedule D: Directives, Guidelines, Policies & Standards

Schedule E: Project Funding and Performance Agreement Template

DRAFT

Schedule A: Description of Services

1. **2017-18 Funding Details:** \$261,860 One-Time to County of Brant for the provision of the Community Paramedicine program.

2. **Program Description:**

Community Paramedicine (CP) refers to a broad and developing field of paramedicine where paramedics apply their training and skills outside of their traditional roles of providing ambulance services. These roles are focused on but not limited to, proactive and non-emergent activities, such as; health promotion, resource referral, monitoring patients with complex conditions in their homes, wellness clinics, health teaching and medication reconciliation, with an emphasis on seniors who are frail or living in isolation.

This funding will support a CP Home Visit Program that focuses on persons who have five or more visits by Emergency Medical Services (EMS) in a calendar year or by other community agencies that have concerns for their patients well-being. The funding will also support Wellness Clinic Programs which target high users of EMS and vulnerable populations living in social housing buildings. This will result in a decrease in overall 911 call volume and utilization of 911 services as well as increased access to home and community services to patients and caregivers with unmet needs.

3. **Specific Terms and Conditions Applicable to the Funding:**

Brant County agrees that it will:

- (a) Use the funding to support the Brant County EMS CP program and for no other purpose. This funding cannot be diverted to fund increase in employee compensation.
- (b) Not use surplus funds for any other program without prior written consent from the HNHB LHIN. This funding is subject to recovery and reconciliation.

SCHEDULE B: Clinical Activity

- (a) Financial and statistical Quarterly Reporting will be reported under the following Functional Centre in SRI: 72 5 82 09 COM IH & CS – Case Management.
- (b) Increased statistical targets associated with this funding are outlined below. These annual targets are also found in the Budget Reporting Template.

EMS CP Program:	Annual Performance Targets 2017-18		
Brant County	Home Visits	Wellness Clinics	TARGET TOTALS
Individuals Served by Functional Centre	40	160	200
Visits	340	560	900

- (c) Please include the funding, expenses and statistical updates in the Budget Adjustment columns on both the financial and activity pages in the appropriate functional centre effective First Quarter 2017-18.
- (d) Supplemental financial and performance reporting is required quarterly for a twelve month period ending March 31, 2018 utilizing the Budget and Performance Reporting Template attached. Reporting Periods are as follows:

SCHEDULE C: REPORTS

Quarterly financial reports to be submitted to HSP within 21 days after the end of each quarter.

Quarterly Financial and Statistical Reports	
Quarter 1 for period April 1 – June 30	July 20th
Quarter 2 for period April 1 – September 30	October 20th
Quarter 3 for period April 1 – December 31	January 20th
Quarter 4 – covering entire fiscal year	April 20th
LHIN Supplemental Reports and Narrative	
Quarter 2	October 20 th
Quarter 4	April 20th

- (e) The Brant Community Paramedicine Program will work with the Emergency Services Steering Committee (ESSC) Community Paramedic Strategic Lead to:
- Support the development of key performance measures with a focus of keeping individuals at home and liaising with partners to improve system coordination.
 - Liaise and support the Strategic Lead where necessary on the development of a year-end report to be completed by the Strategic Lead on all community paramedicine programs due to the LHIN December 2017.
- (f) The performance and Budget reporting templates are to be submitted to hnhb.reporting@lhins.on.ca

Schedule D: Directives, Guidelines, Policies & Standards

Community Support Services Complaint Policy (2004)

Ontario Healthcare Reporting Standards (OHRIS/MIS) - most current version
available to applicable year

Community Financial Policy (2015)

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Schedule E: Project Funding and Performance Agreement Template

(see attached excel spreadsheet)

In addition:

1. Patient/client reported feedback is an important component of measuring and improving the patient/client experience. Please report by March 31, 2018 on the questions that are most similar to the following:
 - a. Overall satisfaction: "Overall, how would you rate the care and services you received?"
 - b. Involvement in decisions about care: "Were you involved in decisions about your care as much as you wanted to be?"

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