SERVICE ACCOUNTABILITY AGREEMENT

THE AGREEMENT effective as of the 1st day of April, 2009

B E T W E E N:

NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK (the "**LHIN**")

- and -

COLLINGWOOD GENERAL AND MARINE HOSPITAL (the "**HSP**")

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 Improvement Process
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 Additional Provisions
Article 15 Entire Agreement

Schedules

A – Detailed Description of Services
B – Service Plan
C – Reports
D - Directives, Guidelines and Policies
E – Performance
F - Template for Project Funding

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Background:

Prior to providing funding for the provision of services to its local health system, the *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement.

The service accountability agreement is a multi-year agreement. 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 this Agreement.

ARTICLE 1- DEFINITIONS & INTERPRETATION

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

"Act" means the *Local Health System Integration Act, 2006* as it may be amended from time to time;

"Agreement" means this agreement entered into between the LHIN and the HSP, the Schedules and any instrument amending the agreement or the Schedules;

"**Applicable Law**" means all federal, provincial or municipal laws or regulation or any orders, rules, by-laws, policies or standards of practice that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Applicable law includes the 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*, as amended;

"**Confidential Information**" means information that is (i) marked or otherwise identified as confidential by the HSP at the time the information is provided to the LHIN; 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 LHIN prior to receiving the information from the HSP; (b) has become publicly known through no wrongful act of the LHIN; or (c) is required to be disclosed by law, provided that the LHIN provides timely notice of such requirement to the HSP, consults with the HSP 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 includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement the HSP's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"Days" means calendar days.

"Effective Date" means April 1, 2009.

"Funding" means the amounts of money provided by the LHIN to the HSP pursuant to 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.

"GST" means goods and services tax pursuant to the *Excise Tax Act* (Canada).

"**Interest Income**" means interest earned on the Funding.

"MOHLTC" means the Minister or the Ministry of Health and Long Term Care, as is appropriate in the context.

"Party" means either of the LHIN or the HSP and "**Parties"** mean both of the LHIN and the HSP.

"Project Funding Agreement" means an agreement in the form of Schedule F that incorporates the terms of this Agreement.

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

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

Schedule A: Description of Services
Schedule B: Service Plan
Schedule C: Reports
Schedule D: Directives; Guidelines and Policies
Schedule E: Performance
Schedule F: Template for Project Funding

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

"Services" means the services and deliverables described in Schedule "A" and in any Project Funding Agreement executed pursuant to this Agreement.

1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include both genders. The headings do not form part of the Agreement. They are for convenience of reference only and will not affect the interpretation of the Agreement.

ARTICLE 2 - 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, 2011 unless terminated earlier or extended pursuant to its terms.

2.2 **A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of subsection 20(1) of the Act and Part III of the CFMA.

ARTICLE 3 - PROVISION OF SERVICES

3.1 **Provision of Services.**

(a) The HSP will provide the Services in accordance with:
  (i) the terms of the Agreement, including the Service Plan; and
  (ii) Applicable Law;

(b) When providing the Services, the HSP will meet the Performance Standards and Conditions identified in Schedule E, if Schedule E is included in this Agreement;

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

(d) the HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 **Subcontracting for the Provision of Services.**

(a) Unless permitted in the Service Plan, the HSP agrees that the HSP 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.

(b) If the HSP is permitted to subcontract the provision of the Services, the HSP will make reasonable efforts to include in its subcontract, (i) provisions that permit the LHIN and the Auditor General to audit the subcontractor to the same extent as set out in provisions 8.3 and 8.6 of this Agreement; (ii) other provisions necessary for the HSP to fulfill its obligations under this Agreement; (iii) a provision that enables the subcontract to be assigned in the event that this Agreement is terminated; and (iv) a provision that permits the LHIN to revoke approval of the subcontractor without legal liability to either the HSP or the subcontractor.

(c) If permitted to use subcontractors, the HSP will remain liable for obligations performed by a subcontractor to the same extent as if the HSP had performed such obligations. For the purpose of this Agreement work performed by the HSP's subcontractor will be deemed work performed by the HSP.

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

3.3 **Conflict of Interest.** The HSP will (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the LHIN without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the LHIN may immediately terminate the Contract upon giving notice to the HSP where: (a) the HSP fails to disclose an actual or potential Conflict of Interest; (b) the HSP fails to comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; or (c) the HSP Conflict of Interest cannot be resolved. This paragraph will survive any termination or expiry of the Agreement.

3.4 **E-health/Information Technology Compliance.** The HSP agrees to comply with any technical standard related to architecture, technology, privacy and security set for health service providers by the MOHLTC or the LHIN within the timeframes set by the MOHLTC or the LHIN as the case may be.

3.5 **Policies, Guidelines Directives and Standards**. Either the LHIN or the MOHLTC will give the HSP notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments will be effective on the first Day of April following the receipt of the notice or on such other date as may be advised. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the manuals, guidelines or policies identified in Schedule D.

ARTICLE 4 - FUNDING

4.1 **Funding.** The LHIN:

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

(ii) may pro-rate the funds identified in Schedule B to the date on which the Agreement is signed, if that date is after April 1; and

(iii) will deposit the funds in instalments [once/twice] monthly over the Term of the Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

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

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

(ii) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

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

(iv) may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

4.3 **Appropriation.** Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to the Act. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement and the LHIN may terminate the Agreement in accordance with section 12.1(b).

4.4 **Additional Funding.**

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

(b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the 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.

4.5 **Conditions of Funding**

(a) The HSP will:

(i) use the Funding only for the purpose of providing the Services in accordance with the terms of this Agreement;

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

(iii) 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 HSP are less than or equal to the total revenue, from all sources, of the HSP.

(c) The LHIN may impose such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

4.6 **Interest.**

(a) Funding will be placed in an interest bearing account at a Canadian financial institution.

(b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.

(c) Interest Income will be reported to the LHIN and is subject to a year end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services,

(i) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or

(ii) the LHIN may require the HSP to pay an amount equal to the un used Interest Income to the Ministry of Finance.

4.7 **GST.** The HSP:

(i) acknowledges that all GST rebates it anticipates receiving from the use of the Funding have been incorporated in its Budget;

(ii) agrees that it will advise the LHIN if it receives any unanticipated GST rebates from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;

(iii) agrees that all GST rebates referred to in (ii) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

4.8 **Procurement of Goods and Services.** The HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over $25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.9 **Disposition.** The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded $25,000 at the time of purchase.

ARTICLE 5 - REPAYMENT AND RECOVERY OF FUNDING

5.1 **Repayment and Recovery.**

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

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

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

(d) **As a Result of Performance Management or System Planning**. If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may adjust the Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.

(e) **In the Event of Forecasted Surpluses**. If the HSP is forecasting a surplus the LHIN 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**. 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 30 Days after receiving from the LHIN written notice of the breach take reasonable steps to remedy the breach; or

(iii) breaches any federal or provincial law or regulation that directly

relates to the provision of, or ensuring the provision of, the Services.

(g) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement

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

5.3 **Settlement and Recovery of Funding for Prior Years.**

(a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover on behalf of the MOHLTC, and the HSP will enable the recovery of funding provided to the HSP by the MOHLTC in fiscal 2000/01 and every subsequent fiscal year up to and including 2006/07. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 **Debt Due.**

(a) If the LHIN requires the re-payment by the HSP of any Funding the amount required will be deemed to be a debt owing to the LHIN by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to will pay the amount owing to the LHIN

(b) All amounts repayable to the LHIN will be paid by cheque payable to the "Ontario Minister of Finance" and mailed to the LHIN at the address provided in section 13.1.

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

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 **Planning for Future Years.**

(a) **Advance Notice.** The LHIN will give at least sixty Days notice to the HSP of the date by which a Community Annual Planning Submission ("CAPS"), approved by the HSP's governing body, must be submitted to the LHIN.

(b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and will incorporate (i) prudent multi-year financial forecasts; (ii) plans for the achievement of performance targets; and (iii) realistic risk management strategies. It will be aligned with the LHIN's Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

(c) **Multi-year Planning Targets.** Schedule B may reflect an allocation for the first fiscal year of this Agreement as well as planning targets for up to two additional years, consistent with the Term of the Agreement. In such an event,

(i) the HSP acknowledges that if it is provided with planning targets, these targets are (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation and (D) may be changed at the discretion of the LHIN. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

(i) the LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements**. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, funding may be interrupted if the subsequent accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 **Community Engagement & Integration Activities**

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

(b) **Integration**. The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services available to the local health system to provide appropriate, co-coordinated, effective and efficient services.

(c) **Reporting.** The HSP will report on its community engagement and integration activities as requested by the LHIN, and in any event, in its year end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals

6.3.1 **General:** A pre-proposal process has been developed to (i) reduce the costs incurred by an HSP when proposing operational or service changes; (ii) facilitate the HSP to carry out its statutory obligations; and (iii) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

(i) the HSP is considering an integration or an integration of services, as defined in the Act between the HSP and another person or entity; or

(ii) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services; or

(iii) to identify opportunities to integrate the services of the local health system, other than those identified in (i) or (ii) above; or

(iv) if requested by the LHIN.

6.3.2 **LHIN Evaluation of the Pre-proposal**: A pre proposal is not formal notice of a proposed integration under s. 27 of the Act. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent presume the issuance of a favourable decision, should such a decision be required by section 25 or 27 of the Act. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

6.4 **Proposing Integration Activities in the Planning Submission.** No integration activity described in subsection 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in 6.3.2

6.5 **Definitions.** In this section 6.0 the terms "integrate", "integration" and "services" have the same meanings attributed to them in subsection 2(1) and section 23 respectively of the Act. Specifically:

(i) "integrate" includes,

(a) to co-ordinate services and interactions between different persons and entities,
(b) to partner with another person or entity in providing services or in operating,
(c) to transfer, merge or amalgamate services, operations, persons or entities,
(d) to start or cease providing services,
(e) to cease to operate or to dissolve or wind up the operations of a person or entity,

and "integration" has a similar meaning; and

(ii) "service" includes,

(a) a service or program that is provided directly to people,
(b) a service or program, other than a service or program described in clause (a), that supports a service or program described in that clause, or
(c) a function that supports the operations of a person or entity that provides a service or program described in clause (a) or (b).

ARTICLE 7.0 – PERFORMANCE IMPROVEMENT PROCESS

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. The notice will:

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

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

(d) Where a meeting has been requested under 7.2(b) (iii), the parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of subsection 7.3

7.3 Performance Meetings

(a) 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").

7.4 The Performance Improvement Process. The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include:

(i) a requirement that the HSP develop and implement an improvement plan acceptable to the LHIN and that maximizes overall performance while achieving a balanced budget over a fixed multi-year term;
(ii) a revision and amendment of the HSP's obligations; and or
(iii) an in-year, or year end, adjustment to the Funding;

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

ARTICLE 8 - REPORTING, ACCOUNTING AND REVIEW

8.1 **Reporting**

(a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, coordinated, effective and efficient health services as contemplated by the Act, is heavily dependant on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP is under the HSP's control.

(b) **Specific Obligations.** The HSP

(i) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the plans, reports, financial statements and other information, other than personal health information as defined in subsection 31 (5) of the *CFMA*, that (i) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Act or for the purposes that are prescribed under the Act, or (ii) may be requested under the CFMA.

(ii) will fulfil the specific reporting requirements set out in Schedule C.

(iii) will ensure that all information is complete, accurate, provided in a timely manner and in a form satisfactory by the LHIN; and

(iv) agrees that all information submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

(c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language implementation report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.

(d) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:

(i) its CAPS is received after the due date;
(ii) its CAPS is incomplete;
(iii) the quarterly performance reports are not provided when due; or
(iv) financial and/or clinical data requirements are late, incomplete or inaccurate,

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

(v) if received within 7 days after the due date, incomplete or

inaccurate, the financial penalty will be the greater of (i) a reduction of 0.02 percent (0.02%) of the funding identified on Schedule B; or (ii) two hundred and fifty dollars ($250.00); and

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

8.2 **Inspections and Audit.**

(a) During the term of this Agreement and for seven (7) years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a financial or operational audit, investigation or other form of review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement, and for these purposes the LHIN or its authorized representatives may:

(i) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services;

(ii) inspect and copy non-financial records in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

upon no less than twenty-four hours Notice to the HSP and during normal business hours, enter the HSP's premises to review the HSP's fulfillment of any one or more of its obligations under this Agreement,

(b) The cost of a financial audit, review or investigation will be borne by the HSP. The cost of any other form of audit review or investigation will be borne by the HSP if the audit review or investigation determines that the HSP has not fulfilled it obligations under this Agreement.

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

8.3 **Document Retention and Record Maintenance.** The HSP agrees

(i) that it will retain all records (as that term is defined in the *Freedom of Information and the Protection of Privacy Act*) related to the HSP's performance of its obligations under this Agreement for seven (7) years after the termination or expiration of the term of the Agreement. The HSP'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 generally accepted accounting principles and clerical practices; 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**. The LHIN will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the HSP or under the Freedom of Information and Protection of Privacy Act, which the HSP acknowledges applied to the LHIN. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with the Act, the CFMA, the *Freedom of Information and Protection of Privacy Act*, court order, subpoena or other Applicable Law.

8.5**.** **Transparency.** The HSP will post a copy of this Agreement in a conspicuous public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a website.

8.6 **Auditor General**. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 9 - ACKNOWLEDGEMENT OF LHIN SUPPORT

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

9.2 **Acknowledgment of Funding Support.** The HSP agrees all publications will include

(i) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement isn't necessary; and

(ii) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.

ARTICLE 10 – REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 **General.** The HSP 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 HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will 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 to, operate in compliance with all applicable law, including observing where applicable, the requirements of the Corporations Act and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

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

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

(ii) it has taken all necessary actions to authorize the execution of the Agreement, including if the HSP is:

(a) an Indian Band, as defined under the *Indian Act*, passing a Band Council Resolution;
(b) a Municipality passing a municipal by-law or resolution; or
(c) a corporation passing a board resolution;

authorizing the HSP to enter into the Agreement with the LHIN.

10.3 **Governance.** The HSP 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) for effective and appropriate decision-making;

(ii) for effective and prudent risk-management, including the identification and management of real and perceived conflicts of interest;

(iii) for the prudent and effective management of the Funding;

(iv) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement;

(v) to enable the preparation, approval and delivery of all Reports required pursuant to Article 8; and

(vi) to address complaints about the provision of Services, the management or governance of the HSP.

10.4 **Services.** The HSP represents warrants and covenants that the Services are and will continue to be provided:

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

(ii) in compliance with Applicable Law.

10.5 **Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 **Limitation of Liability.** The LHIN, its officers, employees, directors, independent contractors, subcontracts, agents and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns will not be liable to the HSP or any of the HSP'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 HSP) 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 LHIN's officers, employees and agents.

11.2 **Ibid.** For greater certainty and without limiting subsection 11.1, the LHIN is not liable for how the HSP and its personnel carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing people for the HSP to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract or the employment of any personnel of the HSP required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the personnel required by the HSP to carry out this Agreement.

11.3 **Indemnification.**

(a) **"Indemnified Parties"** means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns.

(b) The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant 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 HSP, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the HSP's obligations under, or otherwise in connection with, the Agreement. The HSP 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 LHIN, claimed or resulting from such Claims.

11.4 **Commercial General Liability Insurance**.

(a) **Required Insurance.** The HSP will put into effect and maintain, with insurers acceptable to the LHIN, 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 LHIN and Her Majesty the Queen in Right of Ontario, her Ministers, appointees and employees as additional insureds;

(ii) Contractual Liability;

(iii) Products and Completed Operations Liability;

(iv) A 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.

(b) **Certificates of Insurance.** The HSP will provide the LHIN 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 - TERMINATION OF AGREEMENT

12.1 **Termination by the LHIN.**

(a) **Without Cause.** The LHIN may terminate the Agreement at any time, for any reason, upon giving at least sixty Days Notice to the HSP.

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

(c) **For Cause.** The LHIN may terminate the Agreement immediately upon giving Notice to the HSP if:

(i) in the opinion of the LHIN:

A. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;

B. the HSP breaches any material provision of the Agreement;

C. the HSP is unable to complete or has discontinued the Services; or

D. it is not reasonable for the HSP to continue to provide the Services;

(ii) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;

(iii) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or

(iv) the HSP ceases to carry on business.

(d) **Transition Plan.** In the event of termination by the LHIN pursuant to this subsection, the LHIN and the HSP will develop a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected in a timely manner.

12.2 **Termination by the HSP.**

(a) The HSP may terminate the Agreement at any time, for any reason, upon giving 6 months notice to the LHIN provided that the notice is accompanied by

(i) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of the Agreement, including if the HSP is:

A. an Indian Band, as defined under the *Indian Act*, passing a Band Council Resolution;
B. a Municipality passing a municipal by-law or resolution; or
C. a corporation passing a board resolution;

authorizing the HSP to terminate the Agreement with the LHIN; and

(ii) a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six month notice period.

(b) In the event that the HSP fails to provide an acceptable transition plan, the LHIN may reduce Funding payable to the HSP prior to termination of the Agreement to compensate the LHIN for transition costs.

12.3 **Opportunity to Remedy.**

(a) Opportunity to Remedy. If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of the Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN will terminate the Agreement

(i) at the end of the notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
(ii) prior to the end of the notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.

(b) Failure to Remedy. If the LHIN has provided the HSP with an opportunity to remedy the breach, and:

(i) the HSP does not remedy the breach within the time period specified in the Notice;
(ii) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
(iii) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,

then the LHIN may immediately terminate the Agreement by giving Notice of termination to the HSP.

12.4 **Consequences of Termination.**

(a) If the Agreement is terminated pursuant to this Article, the LHIN may:

(i) cancel all further Funding instalments;
(ii) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
(iii) determine the HSP's reasonable costs to wind down the Services; and
(iv) permit the HSP to offset the costs determined pursuant to subsection (iii), against the amount owing pursuant to subsection (ii).

(b) Despite (a), if the cost determined pursuant to section 12.4(a) (iii) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

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.

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

ARTICLE 13 - NOTICE

13.1 **Notice.** A Notice will be in writing; delivered personally or by pre-paid courier, or sent by facsimile; and, addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the LHIN:

North Simcoe Muskoka Local Health Integrated Network
210 Memorial Avenue, Suites 127-130
Orillia, ON
L3V 7V1

Attention:
Bernie Blais, Chief Executive Officer

Fax: (705) 326-1392
Telephone: (705) 326-7750

To the HSP:

Collingwood General and Marine Hospital
459 Hume Street
Collingwood, ON L9Y 1W9

Attention:
Linda Davis, President and Chief Executive Officer

Fax: (705) 444-8623
Telephone: (705) 444-8601

13.2 **Notices Effective From.** A Notice will be effective at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile.

ARTICLE 14- ADDITIONAL PROVISIONS

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

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

14.3 **Terms and Conditions on Any Consent.** The LHIN may impose any terms and conditions on any consent or approval that the LHIN may grant under this Agreement.

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

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

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

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

14.8 **No Assignment.** The HSP will not assign the Agreement or the Funding or any part thereof without the prior written consent of the LHIN. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.

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

14.10 **Survival.** The provisions in 1.0, 4.9, 5.1, 5.2, 6.0, 7.4, 8.0, 9.0. 11.0, 13.0, 14.1, 14.6, 14.7 and 14.9. will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

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

14.12 **Amendment of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

ARTICLE 15 - ENTIRE AGREEMENT

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

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

NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK

By: RJ Rosen — apr 3/09

Ruben Rosen, Board Chair — Date

And by: Bernie Blais — April 3/09

Bernie Blais, Chief Executive Officer — Date

COLLINGWOOD GENERAL AND MARINE HOSPITAL

By: Linda L. Davis — March 31, 2009

Linda Davis, President and Chief Executive Officer — Date
I have authority to bind the HSP

And by: — March 31/09

Steve Sovychak, Vice President Corporate Services, Chief Finance Officer and Chief Information Officer — Date
I have authority to bind the HSP

COLLINGWOOD GENERAL AND MARINE HOSPITAL
COMMUNITY MENTAL HEALTH SERVICE

SCHEDULE A – PART 1

DETAILED DESCRIPTION OF SERVICES

A. Services Provided

B. Client Population

- mental health assessment and treatment of adults =<16 with serious and persistent signs and symptoms of mental illness
- sub-specialty in neuro-degenerative disease which includes complex medical/psychiatric presentations and especially dementias.
- also through 2 specialty clinics:
  1. assessing concurrent disorders
  2. assessing psychiatric/medically frail elderly
- catchment of ~75,000 primarily English speaking:
- demographics reflect skewing of the retirement/recreational area that composes the catchment.
- polarized community between =< 65 and a disenfranchised, low income population with limited education.
- the over 65 population shows increasing signs and symptoms of cognitive decline while the sub population low education, low income levels being at risk promodally and well within the disease sequlae of anxiety, depression and dementia.
- -given the absence of Schedule One beds, the treatment philosophy focuses on early intervention to reduce need for services that are not available.

C. Geography Served

Offices at Collingwood General & Marine Hospital Hume St. Collingwood
Town of Wasaga Beach through partnership sponsors office space at 1621 Moberly St. Wasaga Beach increasing accessibility across catchment

- serving Collingwood, Wasaga Beach, Creemore, Town of Blue Mountain., Stayner and surrounds.

SCHEDULE A – PART 2

DETAILED DESCRIPTION OF SERVICES

1.0 Cross Ministry Voluntary Integration with New Path:

1.1 The Community Mental Health Program (Collingwood General and Marine Hospital) entered into a voluntary integration with New Path, a Community Children's Mental Health Program funded by Ministry of Children and Youth Service.

The intent is that New Path will fund a number of sessions per year to have a child psychiatrist and child psychologist come to Collingwood and do in-person assessments of children and transitional youth experiencing serious mental health issues. The service includes the opportunity for the local family physician attending the actual consultation with the child and family. This is to ensure there is ongoing continuity of care for the child and family in their home community.

Although modest in size, the LHIN views this as a demonstration program potentially leading to an expanded shared care model for children and youth with mental health and addictions issues.

Refer to Schedule C for associated reporting requirements.

SCHEDULE B – SERVICE PLAN

A. OPERATING PLAN AND BUDGET

Goal since 1987 is advancing quality of care through evidence based treatment, with one entry point accessibility. The objective is to abort hospitalizations through strategic, timely assessment and treatment.

- symptom management to enable patients to remain at home
- outcome achieves reduction in demand for Schedule One unit; essential because the communities do not and never have had Schedule One facility
- catchment ~75,000 with ratio 1FTE: 75,000 psychiatrist
- catchment contains population older than both provincial and oldest within LHIN-12 average <65 yr old
- out-patient mental health diagnosis, treatment, acute assessment and intensive case management of 16+yr adult pop with chronic/serious/persistent disease including depression, gen anxiety disorder, psychosis, thought form disorder; dementia forms as well as acute onset mood disturbance and concurrent disorder
- assessment / consultation brief intervention to stabilize and improve adaptive function, in situ
- collaborative care with family physicians
- Geriatric Assessment Clinic/Internist & Psychiatrist to assess medical/psychiatric complications of most frail elderly
- Concurrent Disorder Clinic assessment of co-morbidity
- provide service to geriatric population because local FHT does not have a geriatric service
- collaboration with addiction treatment/Georgianwood Concurrent Disorders
- collaboration with Consumer Survivor Project-Collingwood regarding harmonization of peer resources with Hospital Emergency Department to reduce hosp admits and Schedule One Admissions, providing the right care, in the right place at the right time
- collaboration with Hospital for Sick Kids and New Path to facilitate community-based psychiatric assessments and proper level of resource management for familial disturbance providing the right care, in the right place at the right time, particularly because we do not have regional adolescent Schedule One facility
- collaboration with Psychogeriatric Resource Consultants on the development of care for seniors with dementia
- collaboration with Town of Wasaga Beach on office sponsorship to reduce barriers to accessing health care,
- collaboration with My Friends House- shelter for women improving the continuum of care
- collaboration with Georgian Triangle Housing Registry, influencing factors that affect people's health
- collaboration with Collingwood Horticultural Society developing new approaches for clinical programs
- redirected 2857 crisis patients to clinic from hospital which increased capacity of hospital treatment
- support Emergency Department (ED) use of videoconference of ICU patient in conjunction with Mental Health Centre Penetanguishene
- reducing Alternate Level of Care by deployment of geriatric specialist to general

hospital medical units

- redirected 2713 patients to clinic away from hospital on scheduled basis, reflecting At Home Strategy
- reducing hospital admits by at ED with mental health assessment and consult on diagnosis, risk and level of care
- recidivism is 1/10th provincial average for hospital admits
- improved productivity 12% over previous year improved the health of residents, provided the right care, in the right place at the right time,
- developed new approaches to clinical programs and created a patient-friendly integrated health care system through collaboration with Homewood Health Sciences per horticultural therapy and introduced pet therapy which in both cases; outcome improved responsiveness to treatment.
- quality improvement activities included research into rates of treatment compliance which was found to be in 99th percentile
- proceeded with Community Advisory Committee and General Hospital administration accountabilities

2009-10

- maintain recidivism to <1/10th provincial average through increased treatment compliance
- complete the analysis of the impact of addictions on Emergency Department admissions for Collingwood/Wasaga Beach with a view to peer group resource development to reduce focus on gen hosp Emergency Department developing new approaches for clinical programs
- expand alternative treatment options through Art Therapy
- improve privacy and distribution of clinic documents with introduction of e-records
- overcome current office space shortage which restricts staff capacity by submitting capital request
- review feasibility of expanding psychogeriatric consultation service and resubmit for additional geriatric staff specialists
- complete business plan to explore impact of optional mental health program delivery systems
- resubmit funding request for Day Treatment Hospital
- resubmit funding request for additional (5) geriatric specialist staff improving the continuum of care, influencing factors that affect peoples health by increasing assess to geriatric assessments for patients, hospitals and family doctors, to achieve the outcome of reducing ALC within the hospital, supporting family care givers to provide high quality care and advance the process of placement planning.
- resubmit request for funding of eHealth records hardware and software to maximize the benefits of eHealth technology, improving continuum of care

2010-2011

- maintain recidivism of 1/10th provincial average
- resubmit e-records funding request to implement e-record management, to enhance flow of clinical information and improve confidentiality

A. Advancement of the Integrated Health Services Plan (IHSP)

Integration of Services along the continuum

- system, resource and patient capacity building through collaborations that centre on assessment of patient needs, which utilizes system flexibility rather than entry tests in

provision of service

- peer advocates group is supported in providing personal health information on those who frequent emergency departments (EDs), for use of ED physicians and ancillary emergency services
- shared care with family physicians provides single entry patient access and increased medical capacity by directing complex mental health patients/frail elderly for assess/treatment consult; to allow each doctor to see more patients
- capacity of general hospital ED is increased by directing mental health and elderly patients away from the hospital to the alternative of a community clinic by reducing hospital use; the Consumer Survivor Program/Collingwood General & Marine Living At Home Strategy advanced through deployment of outpatient assess/consult to patient and family doctor reduces need for hospital admission and facilitates optimal use of community care resources; also reducing need for local Schedule One beds

Creating a patient-friendly, integrated health care system

Individual capacity for adaptive function is increased by the participatory style of care through which they receive the information needed to make effective decisions with the acknowledgement that each person is ultimately responsible for their health. Holistic philosophy of treatment is consistent with participatory health care delivery that includes education about lifestyle and attitude to treatment. Illness does not define the individual but is apart from the function of the personality.

Ensuring we have the health care providers we need

- continue as a teaching site for McMaster University Medical School Faculty of Family Medicine- Behavioural Sciences
- continue advanced psychiatric core training of multi-disciplinary staff

Maximizing the benefits of eHealth technologies

- resubmit funding request for electronic records software/hardware to increase privacy and hasten the flow of reports to patient, General Practitioners and ED

Reducing administrative and overhead costs

- continue with part time administrator/psychotherapist model of Co-Leadership
- continue to host Hospital for Sick Kids child psychiatry clinics to enable local access to advanced diagnostic procedures through collaboration with child/family resource agency
- foster continued sponsorship of office space allocation by Town of Wasaga Beach

B. Situation Analysis

- Five year growth of 60% increased productivity is now restricted due to lack of useable office space
- In 2007-08, undertook operational business analysis as basis of long-term-planning to meet the growing demand for psychogeriatric consultations
- budgetary and operational risks

Client Care

Our performance increase of 59% over 5 years reveals a high degree of clinical specialization increasingly in demand by aging population and health care system; however our clinical capacity being maximized, our capacity to train others is precarious because declining participation in specialized medical geriatric programs. The 2007 provincial shortage of psychiatrists was 27, suggesting the need to explore viable options. We believe the model of training within this clinic has achieved that goal- producing specialists in geriatric psychotherapists who have sufficient knowledge base to enhance the family physicians capacity to management people in the community. Within our

business plan, we will examine the feasible and logistics of teaching/training opportunities within CMHS.

O*perational objectives* to expand our capacity to treatment more people in the community requires day-treatment and office funding, which has not been endorsed at regional tables. Given the disproportional levels of seniors migrating into the catchment, with expectations of urban levels of care, clinic capacity issues will be highlighted by the local general hospital, where ALC are reducing capacity, by an aging well informed population and a contingent of family doctors well into retirement age.

The specialized services provided are highly sought after across Ontario. However, the provision of those services through funding for community mental health and addiction services creates a comparative vulnerability, given that social service based models attempt to increase client contact, while our goal is to reduce the level of care required and increase independence, thus reducing use of the health care system by focusing on least intrusive health care.

Operational Risks
Given that the clinic is a separate vote program attached to a general hospital, given the financial pressures on the host agency, we are at risk of a change to our funding structure that would absorb our budget and our community focus into the workings of a general hospital.

Our current capability to expand services is thwarted by the geography and low intensity urbanization of the rural environment.

Lacking the necessary intensification to compete with vastly larger communities, historically this catchment has been and remains marginalized regarding the disbursement of mental health resources.

External efforts to reconfigure our unique services in ways that reduce our capacity to provide essential diagnostic and treatment procedures, place the operation at risk of our psychiatrists moving into private practice out of region and the disbursement of our allied health staff to other out of region clinics.

Client Risks
The high and precise level of clinical expertise provided through the clinic is scarce in the extreme. Risk to clients is the misdirection of diagnostic expertise to assess patients for other purposes, which negatively impacts our volume of treatment.
Without the form of assessment we provide, quality of life suffers, destabilization of function occurs; care giving is not applied; strategic planning based on clinical findings cannot begin, unnecessarily compounding wait times; misuse of medical beds

The lack of discrimination within resource planning distinguishing diagnosis as a key element in continuum of care, means the development of diagnostic expertise is not being prioritized which, subsequently means the transfer an exchange of knowledge between psychiatry, medicine and allied health professionals is a phenomenon rather than an expectation; this in turn means clients are unable to access the resources they need, to maintain quality of life, reducing the potential to palliate.

Financial Risks

Given that the clinic is a separate vote program attached to a general hospital, given the financial pressures on the host agency we are at risk of a change to our funding structure that would absorb our budget and our community focus into the workings of a general hospital.

C. Evaluation of Prior Year Performance

The clinic achieved the quantitative and qualitative goals for the previous year, treating more individuals and providing more services - 12% over previous year

- on-going rate of weekly referrals though the Georgian Family Health Team became operational with adult counselling services
- effective wait-list triage management enabled us to manage complex cases with the support of family physicians
- reduction of orphan patients by negotiating with various physician partners who with clinic support tend to take on complex cases
- unable to contradict or discourage rhetoric encouraging public use of Crisis which negated strength based, scheduled management to reduce distress of characterological patients
- with active support of Community Advisory Committee expertise, initiated internal business analysis paper to identify governance and clinical performance options
- integration submission to develop access to adolescent in patient beds was resourced but did not gain approval leaving a gap in treatment
- do-leadership governance model continued to produce effective, consistent results with 0 complications
- relationship with host agency general hospital remained firm
- public confidence and satisfaction remained consistent at 99th percentile
- continued to strengthen the relationship with Consumer Survivor Project (CSP) by responding to the request for mentorship, by brokering the introduction and therefore the legitimization of the peer perspective within the continuum of care
- cost per unit calculations by the Ministry appear to be based on figures which are at odds with those we submitted, therefore the cost per unit appears higher that actual. Therefore steps are in place to review and recalibrate the entry to achieve an accurate unit cost.

D. Changes to Operations Summary (Optional)

Form 2b - Summary of Revenue and Expenses - LHIN Summary

(This form is a roll up of TPBE worksheets-W1a, W2a, W3a and W4a)

Category	Line No	Account: Financial (F) Reference OHRS VERSION 6.2	(1) 2007/2008 ACTUAL YEAR END	(2) 2007/2008 APPROVED FISCAL BUDGET	(3) 2008/09 APPROVED BUDGET	(4) 2009/2010 BUDGET REQUEST	(5) % VARIANCE Col. (4-3)	(6) 2009/10 LHIN Approved Fiscal Budget	(7) 2010/2011 BUDGET TARGET
FUND TYPE 2									
REVENUE									
Funding - Local Health Integrated Networks (LHIN) (Allocation)	1	F 11006	$979,691	$979,800	$999,800	**$1,020,228**	**2.04%**	$1,020,228	**$1,041,115**
Funding - Provincial MOHLTC (Allocation)	2	F 11010	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - MOHLTC Other funding envelopes	3	F 11014	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - LHINs One Time	4	F 11008	$6,450	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - One Time Payments	5	F 11012	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - Paymaster / Flow Through	6	F 11019	$120,110	$120,110	$138,917	**$142,043**	**2.25%**	$142,043	**$145,239**
Service Recipient Revenue	7	F 11050 to 11090	$12,760	$0	$0	**$0**	**0.00%**	$0	**$0**
Subtotal Revenue LHIN/MOHLTC	8	**Sum of lines 1 to 7**	**$1,119,011**	**$1,099,910**	**$1,138,717**	**$1,162,271**	**2.07%**	**$1,162,271**	**$1,186,354**
Recoveries from External/Internal Sources	9	F 120*	$1,206	$0	$0	**$0**	**0.00%**	$0	**$0**
Donations	10	F 140*	$10,000	$0	$0	**$0**	**0.00%**	$0	**$0**
Amortization - Grants/Donations Revenue	11	F 131*, 141* & 151*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Other Funding Sources and Other Revenue	12	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Subtotal Other Revenues	13	**Sum of lines 9 to 12**	**$11,206**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**
TOTAL REVENUE	14	**Sum of line 8 and line 13**	**$1,130,217**	**$1,099,910**	**$1,138,717**	**$1,162,271**	**2.07%**	**$1,162,271**	**$1,186,354**

EXPENSES									
Compensation									
Salaries and Wages (Worked + Benefit + Purchased)	15	F 31010, 31030, 31090, 35010, 35030, 35090	$719,363	$723,219	$742,330	**$752,722**	**1.40%**	$752,722	**$775,304**
Benefit Contributions	16	F 31040 to 31085 , 35040 to 35085	$147,545	$145,256	$155,064	**$162,671**	**4.91%**	$162,671	**$167,551**
Employee Future Benefit Compensation	17	F 305*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Nurse Practitioner Remuneration	18	F 380*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Medical Staff Remuneration	19	F 390*, [excl. F 39092]	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Sessional Fees	20	F 39092	$92,033	$91,902	$91,902	**$91,902**	**0.00%**	$91,902	**$91,902**
Service Costs									
Med/Surgical Supplies and Drugs	21	F 460*, 465*, 560*, 565*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Supplies and Sundry Expenses (excl. Med/Surg Supplies & Drugs)	22	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	$102,082	$99,683	$108,921	**$113,726**	**4.41%**	$113,726	**$110,397**
Community One Time Expense (For budget use only)	23	F 69596	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Equipment Expenses	24	F 7*, [excl. F 750*, 780*]	$26,566	$9,850	$10,500	**$11,250**	**7.14%**	$11,250	**$11,200**
Amortization on Major Equip and Software License and Fees	25	F 750* , 780*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Contracted Out Expense	26	F 8*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Buildings and Grounds Expenses	27	F 9*, [excl. F 950*]	$30,000	$30,000	$30,000	**$30,000**	**0.00%**	$30,000	**$30,000**
Building Amortization	28	F 9*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
TOTAL EXPENSES	29	**Sum of lines 15 to 28**	**$1,117,589**	**$1,099,910**	**$1,138,717**	**$1,162,271**	**2.07%**	**$1,162,271**	**$1,186,354**
NET SURPLUS/(DEFICIT) FROM OPERATIONS	30	**Line 14 minus line 29**	**$12,628**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**

HSPs must enter the revenue and expenses for Fund Type 3 and Fund Type 1

FUND TYPE 3 - OTHER									
Total Revenue	31	F 1*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Total Expenses	32	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
NET SURPLUS/(DEFICIT) FUND TYPE 3	33	**Line 31 minus line 32**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**

FUND TYPE 1 - HOSPITAL									
Total Revenue	34	F 1*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Total Expenses	35	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
NET SURPLUS/(DEFICIT) FUND TYPE 1	36	**Line 34 minus line 35**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**

ALL FUND TYPES									
Total Revenue	37	Line 14 + line 31 + line 34	$1,130,217	$1,099,910	$1,138,717	**$1,162,271**	**2.07%**	$1,162,271	**$1,186,354**
Total Expenses	38	Line 29 + line 32 + line 35	$1,117,589	$1,099,910	$1,138,717	**$1,162,271**	**2.07%**	$1,162,271	**$1,186,354**
NET SURPLUS/(DEFICIT)	39	**Line 37 minus line 38**	**$12,628**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**

Total Administration Expenses Allocated to the TPBEs in all worksheets									
Undistributed Accounting Centres	40	82*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Administration and Support Services	41	72 1*	$223,958	$204,712	$209,485	**$211,070**	**0.76%**	$211,070	**$215,523**
Management Clinical Services	42	72 5 05	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Medical Resources	43	72 5 07	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Total Administrative & Undistributed Expenses (included in fund type 2 expenses above)	44	**Sum of line 40 to 43 (included in Fund Type 2 expenses above)**	**$223,958**	**$204,712**	**$209,485**	**$211,070**	**0.76%**	**$211,070**	**$215,523**

Form 3a - Service Activity Summary - LHIN

2009-2010 Budget Request

Category	Line No	OHRS Framework Level 3	(1) Visits Face-to-face and Telephone In-House and Contracted Out S450*, S451*,S448*,S449*	(2) Service Recipients Seen S452	(3) Hours of Care In-House and Contracted Out S 454*,S453*	(4) Resident Days S 403*	(5) Individuals Served by Functional Centre (S455*) or as appropriate - Individuals Served by Organization (S855*)	(6) Attendance Days Face-to-Face (S483*)	(7) Group Sessions (S4920010*)	(8) Meal Delivered-Combined (S248**10)
FUND TYPE 2-LHIN Managed										
Total Case Management	1	72 5 09	4,080	0	0	0	700	0	140	0
Total COM Primary Care	2	72 5 10	4,100	0	0	0	680	0	12	0
Totals COM Crisis Intervention	3	72 5 15	2,750	0	0	0	495	0	0	0
Total COM Day/Night Care	4	72 5 20	0	0	0	0	0	0	0	0
Total In-Home Care	5	72 5 30	0	0	0	0	0	0	0	0
Total In Home Support Services	6	72 5 35	0	0	0	0	0	0	0	0
Total COM Residential Services	7	72 5 40	0	0	0	0	0	0	0	0
Total COM Health Promotion and Education	8	72 5 50	0	0	0	0	0	0	0	0
Total COM Consumer/Survivor/Family Initiatives	9	72 5 51	0	0	0	0	0	0	0	0
Total COM Information and Referral Service	10	72 5 70	0	0	0	0	0	0	0	0
Total Provincial Health System Development	11	72 5 75	0	0	0	0	0	0	0	0
Total CSS In-Home and Community Services (CSS IH COM)	12	72 5 82	0	0	0	0	0	0	0	0
Total CSS-ABI Services	13	72 5 83	0	0	0	0	0	0	0	0
Total CSS Community Support Initiatives	14	72 5 84	0	0	0	0	0	0	0	0
Total Activity	15	**Total lines 1 to 14**	**10,930**	**0**	**0**	**0**	**1,875**	**0**	**152**	**0**

2010-2011 Budget Request

Line No	Category	(9) Visits Face-to-face and Telephone In-House and Contracted Out S450*, S451*,S448*,S449*	(10) Service Recipients Seen S452	(11) Hours of Care In-House and Contracted Out S 454*,S453*	(12) Resident Days S 403*	(13) Individuals Served by Functional Centre (S455*) or as appropriate - Individuals Served by Organization (S855*)	(14) Attendance Days Face-to-Face (S483*)	(15) Group Sessions (S4920010*)	(16) Meal Delivered-Combined (S248**10)
1	Total Case Management	4,100	0	0	0	720	0	140	0
2	Total COM Primary Care	4,200	0	0	0	700	0	12	0
3	Totals COM Crisis Intervention	2,800	0	0	0	510	0	0	0
4	Total COM Day/Night Care	0	0	0	0	0	0	0	0
5	Total In-Home Care	0	0	0	0	0	0	0	0
6	Total In Home Support Services	0	0	0	0	0	0	0	0
7	Total COM Residential Services	0	0	0	0	0	0	0	0
8	Total COM Health Promotion and Education	0	0	0	0	0	0	0	0
9	Total COM Consumer/Survivor/Family Initiatives	0	0	0	0	0	0	0	0
10	Total COM Information and Referral Service	0	0	0	0	0	0	0	0
11	Total Provincial Health System Development	0	0	0	0	0	0	0	0
12	Total CSS In-Home and Community Services (CSS IH COM)	0	0	0	0	0	0	0	0
13	Total CSS-ABI Services	0	0	0	0	0	0	0	0
14	Total CSS Community Support Initiatives	0	0	0	0	0	0	0	0
15	Total Activity	**11,100**	**0**	**0**	**0**	**1,930**	**0**	**152**	**0**

SCHEDULE C – REPORTS
COMMUNITY MENTAL HEALTH AND ADDICTIONS SERVICES

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

A list of reporting requirements and related submission dates is set out below. A HSP may be subject to a financial penalty if the reports are not provided on a timely basis.

OHRS/MIS Trial Balance Submission (through OHFS)	
2009-2010	**Due Dates (Must pass 3c Edits)**
2009-10 Q1	*Not required 2009-2010*
2009-10 Q2	October 30, 2009
2009-10 Q3	January 29, 2010
2009-10 Q4	May 31, 2010
2010-2011	**Due Dates (Must pass 3c Edits)**
2010-11 Q1	*Not required 2010-2011*
2010-11 Q2	October 29, 2010
2010-11 Q3	January 31, 2011
2010-11 Q4	May 31, 2011

OHRS/MIS Supplementary Reporting - Quarterly Report (through WERS) and Annual Reconciliation Report (ARR – submitted with Q4 Report)	
2009-2010	**Due five (5) business days following Trial Balance Submission Due Date**
2009-10 Q1	*Not required 2009-2010*
2009-10 Q2	November 6, 2009
2009-10 Q3	February 5, 2010
2009-10 Q4 and ARR	June 7, 2010
2010-2011	**Due five (5) business days following Trial Balance Submission Due Date**
2010-11 Q1	*Not required 2010-2011*
2010-11 Q2	November 5, 2010
2010-11 Q3	February 7, 2011
2010-11 Q4 and ARR	June 7, 2011

Board Approved Audited Financial Statement	
Fiscal Year	**Due Date**
2009-10	June 30, 2010
2010-11	June 30, 2011

<table>
<tr><th colspan="3">Community Mental Health and Addictions – Other Reporting Requirements</th></tr>
<tr><th colspan="1">Requirement</th><th colspan="2">Due Date</th></tr>
<tr><td rowspan="3">Common Data Set for Community Mental Health Services (2007)</td><td colspan="2">Last day of the month following the end of Q2 and Q4 (Year-End) reporting periods</td></tr>
<tr><td colspan="2">• 2009-10 Q2 October 30, 2009
• 2009-10 Q4 April 30, 2010</td></tr>
<tr><td colspan="2">• 2010-11 Q2 October 29, 2010
• 2010-11 Q4 April 29, 2011</td></tr>
<tr><td rowspan="3">DATIS (Drug & Alcohol Treatment Information System)</td><td colspan="2">Fifteen (15) business days after end of Q1, Q2 and Q3 - Twenty (20) business days after Year-End (Q4)</td></tr>
<tr><td colspan="2">• 2009-10 Q1 July 22, 2009
• 2009-10 Q2 October 22, 2009
• 2009-10 Q3 January 22, 2010
• 2009-10 Q4 April 29, 2010</td></tr>
<tr><td colspan="2">• 2010-11 Q1 July 22, 2010
• 2010-11 Q2 October 22, 2010
• 2010-11 Q3 January 24, 2011
• 2010-11 Q4 April 29, 2011</td></tr>
<tr><td>ConnexOntario Health Services Information
• DART (Drug and Alcohol registry of Treatment)
• OPGH (Ontario Problem Gambling Hotline)
• Mental Health Services Information</td><td colspan="2">All HSPs that received funding to provide mental health and/or addictions services must sign an Organization Reporting Agreement with ConnexOntario Health Services Information, which sets out the reporting requirements.</td></tr>
<tr><td rowspan="3">French Language Services Implementation and Accountability Report</td><td>2009-10 -</td><td>April 30, 2010</td></tr>
<tr><td>2010-11 -</td><td>April 29, 2011</td></tr>
<tr><td colspan="2">(For HSPs that have been designated under the “French Language Services Act” or who have been identified by the LHIN or the former HSRC or DHC to complete the report.)</td></tr>
<tr><td rowspan="3">Cross Ministry Voluntary Integration – New Path</td><td colspan="2">Performance requirements are to:
• Submit an annual report to the NSM LHIN identifying the number of on-site visits that occurred;
• Document the number of visits that incorporated the family physician; and
• Outline any expansion prospects for the program including the approach for knowledge sharing with other NSM LHIN service providers.</td></tr>
<tr><td>2009-10 -</td><td>April 15, 2010</td></tr>
<tr><td>2010-11 -</td><td>April 15, 2011</td></tr>
</table>

SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY MENTAL HEALTH & ADDICTIONS

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

▪ **Operating Manual for Community Mental Health and Addiction Services (2003)**	Chapter 1. Organizational Components 1.2 Organizational Structure, Roles and Relationships 1.3 Developing and Maintaining the HSP Organization / Structure 1.5 Dispute Resolution
	Chapter 2. Program & Administrative Components 2.3 Budget Allocations/ Problem Gambling Budget Allocations 2.4 Service Provision Requirements 2.5 Client Records, Confidentiality and Disclosure 2.6 Service Reporting Requirements 2.8 Issues Management 2.9 Service Evaluation/Quality Assurance 2.10 Administrative Expectations
	Chapter 3. Financial Record Keeping and Reporting Requirements 3.2 Personal Needs Allowance for Clients in Some Residential Addictions Programs 3.6 Internal Financial Controls *(except "Inventory of Assets")* 3.7 Human Resource Controls
▪ **Ontario Program Standards for ACT Teams (2005)**	
▪ **Intensive Case Management Service Standards for Mental Health Services and Supports (2005)**	
▪ **Crisis Response Service Standards for Mental Health Services and Supports (2005)**	
▪ **Psychiatric Sessional Funding Guidelines (2004)**	
▪ **Joint Policy Guideline for the Provision of Community Mental Health and Developmental Services for Adults with Dual Diagnosis (2008)**	
▪ **Addictions Ontario Withdrawal Management Standards (2004)**	
▪ **Addictions Ontario Admission Discharge Criteria (2000)**	
▪ **Admission, Discharge and Assessment Tools for Ontario Addiction Agencies (2000)**	
▪ **South Oaks Gambling Screen (SOGS)**	
▪ **Ontario Healthcare Reporting Standards – OHRS/MIS**	
▪ **Community Financial Policy (2009)**	
▪ **Transition Plan Guidelines (2009)**	

SCHEDULE E - PERFORMANCE

1.0 PERFORMANCE INDICATORS

1.1 Core Indicators

1.2 Addiction and Mental Health Sector-Specific Indicators

2.0 LHIN SPECIFIC PERFORMANCE OBLIGATIONS

2.1 Supporting the NSM LHIN to achieve MLAA Performance Indicators

1.0 PERFORMANCE INDICATORS

1.1 Core Indicators

Indicators	Baseline	2009/10 Performance Target	2009/10 Performance Standard	2010/11 Performance Target	2010/11 Performance Standard
Balanced Budget		0.00%	>0.00% [1]	0.00%	>0.00% [1]
Variance Forecast to Actual Expenditures		0	< 0 >	0	< 0 >
Proportion of Budget Spent on Administration		18.16%	21.79%	18.17%	21.80%
Cost per individual served		N/A	N/A	TBD	
Vacancy Rate		N/A	N/A	TBD	
Wait Times 2. Assessment to service initiation		N/A		TBD	

1. No negative variance is accepted for total margin
Proportion of Budget Spent on Administration will be Direct Care / Service for 2010-11
N/A - not a performance indicator in 2009-10
TBD - target will be set by 3/31/10 for 2010-11
Baseline is 2007-08

1.2 Addiction and Mental Health Sector-Specific Indicators

Health Service Activity				2009/10	Service Units	Individuals Served		2010-11	Service Units	Individuals Served	
				Perf Target	Perf Std	Perf Target	Perf Std	Perf Target	Perf Std	Perf Target	Perf Std
TPBE	**OHRS FC***	**OHRS Description**									
MH	72 5 10 76 12	COM Primary Care - MH Counseling and Treatment	Visits	4100	3690 - 4510	680	578 - 782	4200	3780 - 4620	700	595 - 805
MH	72 5 15 76	COM Crisis Intervention - Mental Health	Visits	2750	2475 - 3025	495	371 - 619	2800	2520 - 3080	510	434 - 587

FC: functional centre

Performance Standard** Corridor associated with required variance reporting

2.0 LHIN SPECIFIC PERFORMANCE OBLIGATIONS

2.1 Supporting the NSM LHIN to achieve MLAA Performance Indicators

The Health Service Provider will work collaboratively with the LHIN and other health service providers in the NSM LHIN to support the achievement of LHIN-specific performance targets as set out in Schedule 10 of the Ministry LHIN Accountability Agreement.

COLLINGWOOD GENERAL & MARINE HOSPITAL (CSS)
PSYCHOGERIATRIC RESOURCE CONSULTANTS

SCHEDULE A

DETAILED DESCRIPTION OF SERVICES

Agency Name
Community Mental Health Services – Collingwood General & Marine Hospital **Psychogeriatric Resource Consultants (PRC's)**
D. Services Provided
-Since August, 2001, 2 FTE serving Simcoe County -Our Role - Community Development, Education and Support/Consultation relating to the care of people with dementia in care facilities. -To provide on-going support to LTC Facility staff, CCAC Case Managers and community agencies who have been trained with the P.I.E.C.E.S. and/or U-First! training package. - To vary the education and training format to meet identified needs. -To assist in the development and maintenance of local agency networks that will identify gaps and integrate services to meet client/staff needs in crisis situations. -To provide assistance in progressive education/training, assessment and care planning
E. Client Population
-Mandated to provide education and consultation to line staff of LTC CCC's, administrative/clinical resource involved in the care and management of seniors with dementia, -to address a knowledge gap which has contributed to loss of quality of life; - conduct small and large group presentations - provide accessible consultation; -provide support to care givers; -with cultural sensitivity to various and especially First Nations.
F. Geography Served
Simcoe County; sites in and around Collingwood, Creemore, Stayner, Barrie, Midland, Orillia, Bradford, Elmvale, Penetanguishene, Aliston, Beeton

SCHEDULE B – SERVICE PLAN

A. OPERATING PLAN AND BUDGET

Agency Name
Community Mental Health Services # 5043 Collingwood General & Marine Hospital **Per Psychogeriatric Resource Consultants.**
E. Overview
PRC's divide their time to cover their 3 part mandate of education, consultation and community development to meet the needs of local LTC's, CCAC, Dementia Network, day programs, CSS's, LHIN-12, Wendat.
F. Advancement of the Integrated Health Services Plan (IHSP)
Integration of Services Along the Continuum- partnering with networks: Palliative Care; Elder Abuse; and Dementia Network and individual agencies, services and hospitals in North Simcoe and Muskoka **Enhance system effectiveness and performance**- participants on Frail Elderly aka Seniors Regional Health Committee in the assessment and development of resources to meet annual fluctuations. **Improving Aboriginal health status and services-** designed and delivery educational program for 1st Nations first line workers- further collaboration with Aboriginal Health Circle, BANAC, Friendship Centres. **Creating a patient-friendly integrated health care system** Facilitating elder friendly continuum of care including hospital environment **Insuring we have the health care providers we need** PRC's expand care giver knowledge base and skills to enhance quality of life for seniors with dementia and mental health issues. **Maximizing the benefits of eHealth Technologies** Created and promoted web-based learning modules, use web-sites, video-conferencing and web based collaboration tool reducing travel time and expense while bringing services to remote areas.
G. Situation Analysis
-volume of clients has surpassed human resources -paucity of qualified health care staff. -current and increasing need for case-based psychogeriatric assessments and education in Long Term Care homes and Community Agencies in order to provide optimum service and care. -increased complexity of resident care and challenging behaviours in long term care continues as a trend indicated by the CMIs resulting in increasing demand for PRC's service. - building capacity of staff in CCC's and LTC facilities through education -due to coverage requirements have added to direct treatment into education regarding aggressive client behaviour toward other residents and staff. -Aging at Home strategy has impacted on service delivery requiring a higher level of preparation.

Risks Operational:
-multilevel planning lacking wide spectrum impact analysis
- extreme levels of staff turnover creating repeated facility training

Risks client:
-escalating client liability due to introduction of high risk, younger (behavioural) clients in the context of inexperienced staff and staff shortages.

Risks financial:
-planning download into regions, absorbs direct service time which creates unstable planning environment.
-time spent on LHIN committees are not functionally allocated to direct service hours.

H. Evaluation of Prior Year Performance

Indicators dropped off slightly in 07-08 over 06-07 due to the calculated response to address multi-level demand
-however the impact of PCR's functionally increased as with the 3 part mandate, performance indicators will fluctuate accordingly while achieving the desired outcome.

I. Changes to Operations Summary (Optional)

-recommend maintain current operational administration relationship
-recommend addition of 3 PRC's in fiscal 09-10.

Form 2b - Summary of Revenue and Expenses - LHIN Summary

(This form is a roll up of TPBE worksheets-W1a, W2a, W3a and W4a)

Category	Line No	Account: Financial (F) Reference OHRS VERSION 6.2	(1) 2007/2008 ACTUAL YEAR END	(2) 2007/2008 APPROVED FISCAL BUDGET	(3) 2008/09 APPROVED BUDGET	(4) 2009/2010 BUDGET REQUEST	(5) % VARIANCE Col. (4-3)	(6) 2009/10 LHIN Approved Fiscal Budget	(7) 2010/2011 BUDGET TARGET
FUND TYPE 2									
REVENUE									
Funding - Local Health Integrated Networks (LHIN) (Allocation)	1	F 11006	$192,400	$192,400	$196,729	**$201,155**	**2.25%**	$201,155	**$205,681**
Funding - Provincial MOHLTC (Allocation)	2	F 11010	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - MOHLTC Other funding envelopes	3	F 11014	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - LHINs One Time	4	F 11008	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - One Time Payments	5	F 11012	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Funding - Paymaster / Flow Through	6	F 11019	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Service Recipient Revenue	7	F 11050 to 11090	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Subtotal Revenue LHIN/MOHLTC	8	**Sum of lines 1 to 7**	**$192,400**	**$192,400**	**$196,729**	**$201,155**	**2.25%**	**$201,155**	**$205,681**
Recoveries from External/Internal Sources	9	F 120*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Donations	10	F 140*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Amortization - Grants/Donations Revenue	11	F 131*, 141* & 151*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Other Funding Sources and Other Revenue	12	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Subtotal Other Revenues	13	**Sum of lines 9 to 12**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**
TOTAL REVENUE	14	**Sum of line 8 and line 13**	**$192,400**	**$192,400**	**$196,729**	**$201,155**	**2.25%**	**$201,155**	**$205,681**

EXPENSES									
Compensation									
Salaries and Wages (Worked + Benefit + Purchased)	15	F 31010, 31030, 31090, 35010, 35030, 35090	$148,545	$147,415	$152,997	**$155,257**	**1.48%**	$155,257	**$159,915**
Benefit Contributions	16	F 31040 to 31085 , 35040 to 35085	$29,176	$28,788	$30,671	**$30,803**	**0.43%**	$30,803	**$31,726**
Employee Future Benefit Compensation	17	F 305*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Nurse Practitioner Remuneration	18	F 380*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Medical Staff Remuneration	19	F 390*, [excl. F 39092]	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Sessional Fees	20	F 39092	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Service Costs									
Med/Surgical Supplies and Drugs	21	F 460*, 465*, 560*, 565*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Supplies and Sundry Expenses (excl. Med/Surg Supplies & Drugs)	22	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	$14,679	$16,197	$13,061	**$15,095**	**15.57%**	$15,095	**$14,040**
Community One Time Expense (For budget use only)	23	F 69596	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Equipment Expenses	24	F 7*, [excl. F 750*, 780*]	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Amortization on Major Equip and Software License and Fees	25	F 750* , 780*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Contracted Out Expense	26	F 8*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Buildings and Grounds Expenses	27	F 9*, [excl. F 950*]	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Building Amortization	28	F 9*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
TOTAL EXPENSES	29	**Sum of lines 15 to 28**	**$192,400**	**$192,400**	**$196,729**	**$201,155**	**2.25%**	**$201,155**	**$205,681**
NET SURPLUS/(DEFICIT) FROM OPERATIONS	30	**Line 14 minus line 29**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**
HSPs must enter the revenue and expenses for Fund Type 3 and Fund Type 1									
FUND TYPE 3 - OTHER									
Total Revenue	31	F 1*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Total Expenses	32	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
NET SURPLUS/(DEFICIT) FUND TYPE 3	33	**Line 31 minus line 32**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**
FUND TYPE 1 - HOSPITAL									
Total Revenue	34	F 1*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Total Expenses	35	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
NET SURPLUS/(DEFICIT) FUND TYPE 1	36	**Line 34 minus line 35**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**
ALL FUND TYPES									
Total Revenue	37	Line 14 + line 31 + line 34	$192,400	$192,400	$196,729	**$201,155**	**2.25%**	$201,155	**$205,681**
Total Expenses	38	Line 29 + line 32 + line 35	$192,400	$192,400	$196,729	**$201,155**	**2.25%**	$201,155	**$205,681**
NET SURPLUS/(DEFICIT)	39	**Line 37 minus line 38**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**
Total Administration Expenses Allocated to the TPBEs in all worksheets									
Undistributed Accounting Centres	40	82*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Administration and Support Services	41	72 1*	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Management Clinical Services	42	72 5 05	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Medical Resources	43	72 5 07	$0	$0	$0	**$0**	**0.00%**	$0	**$0**
Total Administrative & Undistributed Expenses (included in fund type 2 expenses above)	44	**Sum of line 40 to 43 (included in Fund Type 2 expenses above)**	**$0**	**$0**	**$0**	**$0**	**0.00%**	**$0**	**$0**

Category	Line No	OHRS Framework Level 3	2009-2010 Budget Request							
			(1) Visits Face-to-face and Telephone In-House and Contracted Out S450*, S451*,S448*,S449*	(2) Service Recipients Seen S452	(3) Hours of Care In-House and Contracted Out S 454*,S453*	(4) Resident Days S 403*	(5) Individuals Served by Functional Centre (S455*) or as appropriate - Individuals Served by Organization (S855*)	(6) Attendance Days Face-to-Face (S483*)	(7) Group Sessions (S4920010*)	(8) Meal Delivered-Combined (S248**10)
FUND TYPE 2-LHIN Managed										
Total Case Management	1	72 5 09	0	0	0	0	0	0	0	0
Total COM Primary Care	2	72 5 10	3,845	0	0	0	355	0	355	0
Totals COM Crisis Intervention	3	72 5 15	0	0	0	0	0	0	0	0
Total COM Day/Night Care	4	72 5 20	0	0	0	0	0	0	0	0
Total In-Home Care	5	72 5 30	0	0	0	0	0	0	0	0
Total In Home Support Services	6	72 5 35	0	0	0	0	0	0	0	0
Total COM Residential Services	7	72 5 40	0	0	0	0	0	0	0	0
Total COM Health Promotion and Education	8	72 5 50	0	0	0	0	0	0	0	0
Total COM Consumer/Survivor/Family Initiatives	9	72 5 51	0	0	0	0	0	0	0	0
Total COM Information and Referral Service	10	72 5 70	0	0	0	0	0	0	0	0
Total Provincial Health System Development	11	72 5 75	0	0	0	0	0	0	0	0
Total CSS In-Home and Community Services (CSS IH COM)	12	72 5 82	0	0	0	0	0	0	0	0
Total CSS-ABI Services	13	72 5 83	0	0	0	0	0	0	0	0
Total CSS Community Support Initiatives	14	72 5 84	0	0	0	0	0	0	0	0
Total Activity	15	**Total lines 1 to 14**	**3,845**	**0**	**0**	**0**	**355**	**0**	**355**	**0**

2010-2011 Budget Request							
(9) Visits Face-to-face and Telephone In-House and Contracted Out S450*, S451*,S448*,S449*	(10) Service Recipients Seen S452	(11) Hours of Care In-House and Contracted Out S 454*,S453*	(12) Resident Days S 403*	(13) Individuals Served by Functional Centre (S455*) or as appropriate - Individuals Served by Organization (S855*)	(14) Attendance Days Face-to-Face (S483*)	(15) Group Sessions (S4920010*)	(16) Meal Delivered-Combined (S248**10)
0	0	0	0	0	0	0	0
4,000	0	0	0	375	0	375	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
4,000	**0**	**0**	**0**	**375**	**0**	**375**	**0**

SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES

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

A list of reporting requirements and related submission dates is set out below. A HSP may be subject to a financial penalty if the reports are not provided on a timely basis.

OHRS/MIS Trial Balance Submission (through OHFS)	
2009-2010	**Due Dates (Must pass 3c Edits)**
2009-10 Q1	*Not required 2009-2010*
2009-10 Q2	October 30, 2009
2009-10 Q3	January 29, 2010
2009-10 Q4	May 31, 2010
2010-2011	**Due Dates (Must pass 3c Edits)**
2010-11 Q1	*Not required 2010-2011*
2010-11 Q2	October 29, 2010
2010-11 Q3	January 31, 2011
2010-11 Q4	May 31, 2011
OHRS/MIS Supplementary Reporting - Quarterly Report (through WERS) and Annual Reconciliation Report (ARR – submitted with Q4 Report)	
2009-2010	**Due five (5) business days following Trial Balance Submission Due Date**
2009-10 Q1	*Not required 2009-2010*
2009-10 Q2	November 6, 2009
2009-10 Q3	February 5, 2010
2009-10 Q4 and ARR	June 7, 2010
2010-2011	**Due five (5) business days following Trial Balance Submission Due Date**
2010-11 Q1	*Not required 2010-2011*
2010-11 Q2	November 5, 2010
2010-11 Q3	February 7, 2011
2010-11 Q4 and ARR	June 7, 2011
Board Approved Audited Financial Statement	
Fiscal Year	**Due Date**
2009-10	June 30, 2010
2010-11	June 30, 2011

Community Support Services – Other Reporting Requirements		
Requirement	**Due Date**	
French Language Services Implementation and Accountability Report	2009-10 -	April 30, 2010
	2010-11 -	April 29, 2011
	(For HSPs that have been designated under the "French Language Services Act" or have been identified by the LHIN or the former HSRC or DHC to complete the report.))	

SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY SUPPORT SERVICES

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

▪ **Community Support Services Complaints Policy (2004)**
▪ **Supportive Housing Policy and Implementation Guidelines (1994)**
▪ **Attendant Outreach Service Policy Guidelines and Operational Standards (1996)**
▪ **Screening of Personal Support Workers (2003)**
▪ **Ontario Healthcare Reporting Standards – OHRS/MIS**
▪ **Community Financial Guidelines (2009)**
▪ **Transition Plan Guidelines (2009)**

SCHEDULE E - PERFORMANCE

1.0 PERFORMANCE INDICATORS

1.1 Core Indicators

1.2 Community Support Service Sector-Specific Indicators

2.0 LHIN SPECIFIC PERFORMANCE OBLIGATIONS

2.1 Supporting the NSM LHIN to achieve MLAA Performance Indicators

1.0 PERFORMANCE INDICATORS

1.1 Core Indicators

Indicators	Baseline	2009/10 Performance Target	2009/10 Performance Standard	2010/11 Performance Target	2010/11 Performance Standard
Balanced Budget		0.00%	>0.00% [1]	0.00%	>0.00% [1]
Variance Forecast to Actual Expenditures		0	< 0 >	0	< 0 >
Proportion of Budget Spent on Administration		0.00%	0.00%	0.00%	0.00%
Cost per individual served		N/A	N/A	TBD	
Vacancy Rate		N/A	N/A	TBD	
Wait Times 2. Assessment to service initiation		N/A		TBD	

1. No negative variance is accepted for total margin
Proportion of Budget Spent on Administration will be Direct Care / Service for 2010-11
N/A - not a performance indicator in 2009-10
TBD - target will be set by 3/31/10 for 2010-11
Baseline is 2007-08

1.2 Community Support Service Sector-Specific Indicators

Health Service Activity				2009/10 Service Units Perf Target	2009/10 Service Units Perf Std	2009/10 Individuals Served Perf Target	2009/10 Individuals Served Perf Std	2010-11 Service Units Perf Target	2010-11 Service Units Perf Std	2010-11 Individuals Served Perf Target	2010-11 Individuals Served Perf Std
TPBE	**OHRS FC***	**OHRS Description**									
MH	72 5 10 76 96	COM Primary Care - MH Psycho-geriatric	Visits	855	727 - 983	3845	3461 - 4230	875	744 - 1006	4000	3600 - 4400

FC: functional centre

Performance Standard** Corridor associated with required variance reporting

2.0 LHIN SPECIFIC PERFORMANCE OBLIGATIONS

2.1 Supporting the NSM LHIN to achieve MLAA Performance Indicators

The Health Service Provider will work collaboratively with the LHIN and other health service providers in the NSM LHIN to support the achievement of LHIN-specific performance targets as set out in Schedule 10 of the Ministry LHIN Accountability Agreement.

SCHEDULE F – TEMPLATE FOR PROJECT FUNDING

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

NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK (the "**LHIN**")

- and -

COLLINGWOOD GENERAL AND MARINE HOSPITAL (the "**HSP**")

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

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

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

"Deliverable" means one of, and "**Deliverables"** mean more than one of, the services and deliverables provided by the HSP pursuant to the terms of this SAA and set out in Appendix A to this SAA;

"**Rates**" means the applicable price for the Deliverables and set out in Appendix A to this SAA; and

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

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

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

4.0 Rates and Payment Process. Subject to the SAA, the Rates for the provision of the Deliverables will be as specified in Appendix A to this PFA.

5.0 Representatives for PFA.

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

(b) The LHIN's Representative for purposes of this PFA will be: [insert name,

telephone number, fax number and e-mail address.]

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

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

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

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

Collingwood General and Marine Hospital

By:

____
[insert name and title]

North Simcoe Muskoka Local Health Integration Network

By:

____
[insert name and title]

APPENDIX A: DELIVERABLES

1. DESCRIPTION OF PROJECT

2. DESCRIPTION OF DELIVERABLES

3. OUT OF SCOPE

4. DUE DATES

5. PERFORMANCE STANDARDS

6. REPORTING

7. PROJECT ASSUMPTIONS

8. RATES

8.1 The Rates for completion of this PFA are as follows:

8.2 Regardless of any other provision of this PFA, the Rates payable for the completion of the Deliverables under this PFA are not to exceed [X].