Clinic Services Schedule (Nursing) – Consolidated Services Version – Template Final Version – New SPOs Only – February 2020

**Schedule 3**

**Services Schedule for Clinic Nursing Services**

**TABLE OF CONTENTS**

[SECTION 1 - INTERPRETATION 1](#_Toc49703)

[1.1 Definitions 1](#_Toc49704)

[1.2 Supplementing the General Conditions 5](#_Toc49705)

[SECTION 2 - LHIN PLANNING AND REQUESTING DELIVERY OF CLINIC NURSING SERVICES 5](#_Toc49706)

[2.1 Development of Patient Care Plan 5](#_Toc49707)

[2.1.1 General Planning 5](#_Toc49708)

[2.1.2 LHIN Assessment 5](#_Toc49709)

[2.1.3 Patient Care Plan 6](#_Toc49710)

[2.2 Service Requests 7](#_Toc49711)

[2.3 Referrals 9](#_Toc49712)

[2.3.1 General 9](#_Toc49713)

[2.3.2 Referral Information Package 10](#_Toc49714)

[2.4 Other Service Requests 11](#_Toc49715)

[2.4.1 Resumption Requests 11](#_Toc49716)

[2.4.2 Service Increase Requests 11](#_Toc49717)

[2.4.3 Urgent Clinic Nursing Services Requests 12](#_Toc49718)

[2.5 Management of the Clinic Nursing Services Wait List 12](#_Toc49719)

[2.6 Service Delivery Location 12](#_Toc49720)

[SECTION 3 - SERVICE PROVIDER DELIVERY OF CLINIC NURSING SERVICES 13](#_Toc49721)

[3.1 Service Provider Assessment and Development of Care Delivery Plan 13](#_Toc49722)

[3.1.1 Service Provider Assessment and Access to Resources 13](#_Toc49723)

[3.1.2 Care Delivery Plan 14](#_Toc49724)

[3.1.3 Substitute Decision-Makers 15](#_Toc49725)

[3.2 Assignment of Service Provider Personnel and Qualifications of Service Provider 15](#_Toc49726)

[Personnel 15](#_Toc49727)

[3.2.1 Assignment of Service Provider Personnel – General 15](#_Toc49728)

[3.2.2 Access to Service Supervisors and Clinical Resources 16](#_Toc49729)

[3.3 Interventions 16](#_Toc49730)

[3.3.1 Clinical Treatments 16](#_Toc49731)

[3.3.2 Health Teaching and Delegating 21](#_Toc49732)

[3.3.3 Communication between the Service Provider and Patients and Caregivers 22](#_Toc49733)

[3.3.4 Cooperation 22](#_Toc49734)

[3.3.5 Maintaining the Cold Chain 23](#_Toc49735)

[3.4 Extended or Unforeseen Visits (The Unplanned Visit) 23](#_Toc49736)

[3.5 Evaluating Services to Individual Patients 24](#_Toc49737)

[3.6 Discharge 24](#_Toc49738)

[SECTION 4 - EQUIPMENT AND SUPPLIES 25](#_Toc49739)

[4.1 Supply of Standard Equipment and Supplies 25](#_Toc49740)

[4.2 LHIN Equipment and Supplies 26](#_Toc49741)

[4.3 Requesting Listed LHIN Equipment and Supplies 27](#_Toc49742)

[4.4 Requesting Other Equipment and Supplies 27](#_Toc49743)

[4.5 Management of Equipment and Supplies 28](#_Toc49744)

[SECTION 5 - NOTIFICATION AND SERVICE DELIVERY REPORTS 28](#_Toc49745)

[5.1 Notification Requirements 28](#_Toc49746)

[5.2 Reports – General Requirements 29](#_Toc49747)

[5.3 Initial Reports 29](#_Toc49748)

[5.4 Change of Status Reports 30](#_Toc49749)

[5.5 Risk Event Reporting 31](#_Toc49750)

[5.6 Patient Interim Reports 33](#_Toc49751)

[5.7 Discharge Reports 33](#_Toc49752)

[SECTION 6 - EXPERT ADVICE AND ASSISTANCE 34](#_Toc49753)

[6.1 Expert Advice and Assistance 34](#_Toc49754)

[SECTION 7 - ORGANIZATIONAL REQUIREMENTS 34](#_Toc49755)

[7.1 Information Systems 34](#_Toc49756)

[7.2 Risk Management Program 35](#_Toc49757)

[7.3 Quality Management Program 37](#_Toc49758)

[7.4 Human Resources Requirements 38](#_Toc49759)

[7.5 LHIN Participation in Service Provider Orientation Sessions 40](#_Toc49760)

[7.6 Patient Transition Plan 40](#_Toc49761)

[7.6.1 Start-up Transition 40](#_Toc49762)

[7.6.2 End Date Transition 40](#_Toc49763)

[7.7 Service Provider Policies and Procedures 41](#_Toc49764)

[7.8 Change Management Program 41](#_Toc49765)

[SECTION 8 - MEETINGS, COMMUNICATION, CLIENT RECORDS AND ORGANIZATIONAL REPORTING 41](#_Toc49766)

[8.1 Meetings between the Service Provider and LHIN 41](#_Toc49767)

[8.2 Communication with the LHIN 41](#_Toc49768)

[8.3 Service Provider Audit of Patient Records 42](#_Toc49769)

[8.4 Quarterly Reports 42](#_Toc49770)

[8.5 Annual Report 43](#_Toc49771)

[8.6 Ministry of Health and Long-Term Care Reports 44](#_Toc49772)

[SECTION 9 - FRENCH LANGUAGE SERVICE REQUIREMENTS 44](#_Toc49773)

[9.1 Compliance with *French Language Services Act* 44](#_Toc49774)

[9.1.1 Delivery of Services in French 44](#_Toc49775)

[9.1.2 Communication 44](#_Toc49776)

[9.1.3 Notification and Reporting 45](#_Toc49777)

[9.1.4 Equipment and Supplies 45](#_Toc49778)

[9.1.5 Quality Management Program 45](#_Toc49779)

[SECTION 10 – CLINIC FACILITIES 45](#_Toc49780)

[10.1 Applicability of this Section 10 45](#_Toc49781)

[10.2 Clinic Facilities 45](#_Toc49782)

[10.3 Procurement of Clinic Facilities 45](#_Toc49783)

[10.3.1 Procurement of Space 45](#_Toc49784)

[10.3.2 Cost of the Clinic Facilities 46](#_Toc49785)

[10.4 Maintenance of the Clinic Facilities 47](#_Toc49786)

[10.5 Access to the Clinic Facilities 47](#_Toc49787)

[10.6 Insurance and Liability 48](#_Toc49788)

[10.6.1 Limitation of Liability 48](#_Toc49789)

[10.6.2 Insurance 48](#_Toc49790)

[10.7 Inspection of Clinic Facility 48](#_Toc49791)

[SECTION 11 – LHIN CLINIC 48](#_Toc49792)

[11.1 Applicability of this Section 11 48](#_Toc49793)

[11.2 LHIN Clinic Facilities 48](#_Toc49794)

[11.3 Provision of Clinic Facilities 49](#_Toc49795)

[11.3.2 Cost of the Clinic Facilities 50](#_Toc49796)

[11.4 Maintenance of the Clinic Facilities 50](#_Toc49797)

[11.5 Access to the Clinic Facilities 51](#_Toc49798)

[11.6 Insurance and Liability 51](#_Toc49799)

[11.6.1 Limitation of Liability 51](#_Toc49800)

[11.6.2 Insurance 51](#_Toc49801)

[11.7 Inspection of Clinic Facility 51](#_Toc49802)

[11.8 Termination of LHIN Clinic Facility 51](#_Toc49803)

**THE SERVICES SCHEDULE**

**SCHEDULE 3 TO THE GENERAL CONDITIONS**

# SECTION 1 - INTERPRETATION

### 1.1 Definitions

“**Adverse Event**” is defined in SS Section 5.5(3);

“**Annual Indicators**” is defined in SS Section 7.3(2)(h);

“**Annual Report**” is defined in SS Section 8.5(1);

“**Care Delivery Plan**” is defined in SS Section 3.1.2(1);

“**Care Delivery Plan Goals**” is defined in SS Section 3.1.2(3)(c);

“**Care Plan Goals**” is defined in SS Section 2.1.3(2)(f);

“**Caregiver**” means any individual who is responsible for the care of a Patient and who provides care to the Patient without remuneration, and includes the Patient’s substitute decision-maker as defined in the *Home Care and Community Services Act*;

“**Change of Status Report**” is defined in SS Section 5.4(1);

“**Clinic Facilities**” is defined in SS Section 10.3.1(1) or SS Section 11.2, as applicable;

“**Clinic Furnishings**” is defined in SS Section 10.3.1(2) or SS Section 11.3(1), as applicable;

**“Clinic Hourly Visit”** means a face to face visit with a Service Provider Personnel at the Clinic Facility authorized by the LHIN during the Hours of Operation that is charged at the rate “Special Rate (Miscellaneous – Clinic Hourly Rate)”.

“**Clinic Nursing Services**” means the services to be provided by the Service Provider to Patients and as set out in this Services Schedule;

“**Clinic Visit**” means a face to face visit with a Service Provider Personnel at the Clinic Facility authorized by the LHIN during the Hours of Operation that is charged at the rate “Special Rate (Miscellaneous – Clinic Visit)”.

“**College Standards and Guidelines**” means the standards, guidelines, procedures, policies, manuals and any other documentation produced and endorsed by the College of Nurses of Ontario, as amended from time to time;

“**Controlled Act**” means a controlled act as defined in the *Regulated Health Professions Act*;

“**Discharge Report**” is defined in SS Section 5.7(1)(b);

“**Emergency Plan**” is defined in SS Section 7.2(2)(e);

“**Equipment and Supplies**” means the Standard Equipment and Supplies, the LHIN Equipment and

Supplies and, if applicable, the Equipment and Supplies provided by the LHIN pursuant to SS Section 4.1(2);

“**Facilities Lease**” is defined in SS Section 10.3.1(5);

“***French Language Services Act***” means the Ontario *French Language Services Act*, R.S.O. 1990,

Chapter F.32, as amended from time to time;

“**General Nursing Clinical Treatments**” is defined in SS Section 3.3.1(2);

“***Health Care Consent Act***” means the Ontario *Health Care Consent Act*, *1996*, S.O. 1996, Chapter 2, Schedule A, as amended from time to time;

“***Health Protection and Promotion Act***” means the Ontario *Health Protection and Promotion Act*, R.S.O. 1990, Chapter H.7, as amended from time to time;

“***Home Care and Community Services Act***” means the Ontario *Home Care and Community Services*

*Act*, 1994, S.O. 1994, Chapter 26, as amended from time to time;

“**Hours of Operation**” is defined in SS Section 2.6(6);

“**Initial Report**” is defined in SS Section 5.3(1);

“**LHIN Assessment**” is defined in SS Section 2.1.2(2);

“**LHIN Care Coordinator**” means the care coordinator designated by the LHIN;

“**LHIN Community Services**” means professional services, personal support services and homemaking services, as defined in the *Home Care and Community Services Act,* that are funded by the LHIN;

“**LHIN Equipment and Supplies**” is defined in SS Section 4.2(1);

“**LHIN Policies and Procedures**” means the written policies and procedures of the LHIN provided to the Service Provider, as amended from time to time;

“**LHIN Service Authorization Date**” means the date the LHIN authorizes the provision of the specified

service to the Patient;

“**Listed LHIN Equipment and Supplies**” is defined in SS Section 4.2(1)(a);

“**Location Change**” is defined in SS Section 10.3.1(3) or SS Section 11.3(4), as applicable;

**“Maximum Daily Capacity”** means the maximum daily capacity for each Clinic Facility, as set out in the Special Conditions;

“**Missed Care**” **[Not Used]**;

“**Non-LHIN Community Services**” means community services, including professional services, personal support services and homemaking services and community support services, that are delivered to a Patient and that are not funded by the LHIN;

“**Non-LHIN Providers**” means providers of Non-LHIN Community Services and school personnel;

“***Nursing Act***” means the Ontario *Nursing Act*, *1991*, S.O. 1991, Chapter 32, as amended from time to time;

“**Nursing Services Wait List**” means the list of Patients for whom,

1. a Service Request has been made to all service providers with whom the LHIN has signed an agreement to provide nursing services but has been refused by all service providers;
2. a Service Request has been made to a service provider but only partially accepted and the remaining Services have been refused by all service providers; or
3. the LHIN intends to make a Service Request, but such Service Request has not yet been made for funding, resource or other reasons;

“**Orientation Sessions**” is defined in SS Section 7.4(1)(f);

“**Other Equipment and Supplies**” is defined in SS Section 4.2(1)(b);

“**Other LHIN Providers**” means providers of LHIN Community Services other than the Service Provider;

“**Part Quarter**” means either of the following periods, as applicable:

1. the period commencing on the Starting Date and ending on the day before the beginning of the first complete Quarter in the Agreement Term; or
2. the period commencing on the day after the last complete Quarter prior to the End Date and ending on the End Date;

“**Patient**” means any individual determined by the LHIN to be eligible to receive Clinic Nursing Services from the Service Provider;

“**Patient Care Plan**” is defined in SS Section 2.1.3(1);

“**Patient Case Conference**” is defined in SS Section 3.3.4(2)(a);

“**Patient Failure to Attend**” means any scheduled appointment for the Patient to receive Clinic Nursing Services at a Clinic Facilityoperated by the Service Provider that the Patient fails to attend without notifying the Service Provider prior to the scheduled appointment;

“**Patient Identifiers**” is defined in SS Section 2.1.3(2)(a); “**Patient Interim Report**” is defined in SS Section 5.6(1);

“***Pay Equity Act***” means the Ontario *Pay Equity Act*, R.S.O. 1990, Chapter P.7, as amended from time to time;

“**Planned Discharge Date**” is defined in SS Section 2.1.3(2)(r); “**Quality Management Program**” is defined in SS Section 7.3(1);

“**Quarter**” means any of the following three month periods:

1. April 1st to June 30th;
2. July 1st to September 30th;
3. October 1st to December 31st; and
4. January 1st to March 31st;

“**Quarterly Indicators**” is defined in SS Section 7.3(2)(g);

“**Quarterly Report**” is defined in SS Section 8.4(1);

“**Reason for Referral**” is defined in SS Section 2.1.2(3)(d);

“**Referral**” is defined in SS Section 2.2(1)(a);

“**Referral Information Package**” is defined in SS Section 2.3.2(1);

“**Refusal**” means, except as set out in Section 2.2(7), a Service Provider’s decision not to accept a Referral, a Resumption Request, a Service Increase or an Urgent Clinic Nursing Services Request, in accordance with this Services Schedule, when requested by a LHIN;

“***Regulated Health Professions Act***” means the Ontario *Regulated Health Professions Act*, *1991*, S.O. 1991, Chapter 18, as amended from time to time;

“**Resumption Request**” is defined in SS Section 2.2(1)(b);

“**Risk Event**” is defined in SS Section 5.5(1)

“**Risk Event Report**” is defined in SS Section 5.5(5);

“**Risk Management Program**” is defined in SS Section 7.2(1);

“**RN**” means a registered nurse with a valid general certificate of registration as a registered nurse in Ontario under the *Nursing Act*;

“**RPN**” means a registered practical nurse with a valid general certificate of registration as a registered practical nurse under the *Nursing Act*;

“**Service Delivery Location**” is defined in SS Section 2.6(1);

“**Service Increase Request**” is defined in SS Section 2.2(1)(c);

“**Service Provider Assessment**” is defined in SS Section 3.1.1(1);

“**Service Provider Personnel**” means individuals employed, retained by, or acting on behalf of Service Providers or Subcontractors of the Service Provider;

“**Service Provider Policies and Procedures**” is defined in SS Section 7.7(1);

“**Service Requests**” is defined in SS Section 2.2(1);

“**Service Supervisors**” is defined in the Special Conditions of the Agreement;

“**Services**” means all services to be provided by the Service Provider in accordance with this Services

Schedule and includes both services provided directly to the Patient and services provided to the LHIN;

“**Standard Equipment and Supplies**” is defined in SS Section 4.1(1);

“***Substitute Decisions Act***” means the Ontario *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30, as amended from time to time;

“**Unplanned Visit**” is defined in SS Section 3.4(2);

“**Urgent Clinic Nursing Services**” is defined in SS Section 2.4.3(1); and

“**Urgent Clinic Nursing Services Request**” is defined in SS Section 2.2(1)(d).

### 1.2 Supplementing the General Conditions

The provisions contained in this Services Schedule are intended to supplement the General Conditions for the purpose of providing greater specificity to the Services that the Service Provider shall perform.

# SECTION 2 - LHIN PLANNING AND REQUESTING DELIVERY OF CLINIC NURSING SERVICES

### 2.1 Development of Patient Care Plan

## 2.1.1 General Planning

The LHIN shall plan for the delivery of Clinic Nursing Services and other LHIN

Community Services to each Patient by,

1. carrying out an assessment of the Patient pursuant to SS Section 2.1.2;
2. providing the Service Provider with the LHIN Assessment pursuant to SS Section 2.1.2(2);
3. developing a Patient Care Plan pursuant to SS Section 2.1.3; and
4. consulting with the Patient and explaining that the Clinic Nursing Services will be delivered to the Patient at the Clinic Facilities.

## 2.1.2 LHIN Assessment

1. The LHIN shall assess the Patient’s requirements for LHIN Community Services and Non-LHIN Community Services in accordance with the *Home Care and Community Services Act.*
2. The LHIN shall provide the Service Provider with a report on the LHIN assessment (the “LHIN Assessment”) in respect of each Patient to whom the Service Provider will deliver Clinic Nursing Services.
3. The LHIN Assessment will include some or all of the following information:
   1. the Patient’s personal information;
   2. a summary of the Patient’s view of his or her requirements for LHIN

Community Services and Non-LHIN Community Services;

* 1. a summary of all assessments and information provided to the LHIN relating to the Patient’s capacity, impairment and requirements for LHIN Community Services and Non-LHIN Community Services;
  2. a description of the Patient’s health condition and functional limitations for which the LHIN will fund the provision ofClinic Nursing Services to the Patient by the Service Provider (the “Reason for Referral”);
  3. a description of the Patient’s health condition and functional limitations for which the LHIN will fund the provision of LHIN Community Services to the Patient by Other LHIN Providers;
  4. a description of any specific needs and preferences of the Patient, including preferences based on ethnic, spiritual, linguistic, familial and cultural factors;
  5. a description of the LHIN Community Services and Non-LHIN Community

Services that the Patient is receiving;

* 1. a description of any additional LHIN Community Service requirements of the Patient;
  2. a description of the availability of Non-LHIN Community Services to the Patient;
  3. a description of any other health conditions and functional limitations that will affect, or are likely to affect, the delivery of LHIN Community Services;
  4. identification of the equipment, supplies and medication requirements of the Patient;
  5. a list of the Caregivers that the LHIN has identified and the level of involvement of the identified Caregivers in the care of the Patient; and
  6. an assessment and identification of any known risks to the Patient, Caregiver or Service Provider Personnel.

## 2.1.3 Patient Care Plan

1. The LHIN shall, in accordance with Applicable Law, prepare a plan of service for each Patient (the “Patient Care Plan”).
2. The LHIN shall, in its sole discretion, determine the format and content of the Patient Care Plan, which will include some or all of the following information:
   1. the Patient’s name and the identification number used by the LHIN to identify the Patient (the “Patient Identifiers”);
   2. the Service Delivery Location including the address;
   3. the starting date of delivery of Clinic Nursing Services;
   4. the Reason for Referral and any other health conditions and functional limitations that may have an impact on the delivery of Clinic Nursing Services;
   5. a description of Clinic Nursing Services to be delivered to the Patient by the Service Provider, including a general description of the types of General Nursing Clinical Treatments required, and the clinical pathway, if any, to be used to provide care to the Patient;
   6. a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient through the delivery of LHIN Community Services (the “Care Plan Goals”);
   7. the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be delivered to the Patient;
   8. the expected starting dates and frequency of other LHIN Community Services to be delivered to the Patient or the wait list status of the Patient for other LHIN Community Services;
   9. a list of the Non-LHIN Community Services that the Patient is receiving;
   10. a list of other Non-LHIN Community Services that are available to the Patient;
   11. any requirements of the Service Provider to co-ordinate the delivery of Clinic Nursing Services with the Caregiver, Other LHIN Providers and Non-LHIN Providers;
   12. the LHIN Equipment and Supplies that the LHIN has ordered for the Patient;
   13. the communication or interpretation requirements of the Patient;
   14. the LHIN’s authorization for the Patient to use the Ontario Drug Benefits Program, if granted;
   15. a list of any medication that has been ordered or prescribed for the Patient;
   16. any special instructions with respect to the delivery of Clinic Nursing Services, including any special instructions relating to,
       1. the Service Delivery Location; and
       2. the timing of Fixed Period Visits and Hourly Visits; including time specific Fixed Period Visits or Hourly Visits
   17. any contingency plans relating to the care of the Patient; and
   18. the date on which the Patient is expected to be discharged by the LHIN (the “Planned Discharge Date”) for each LHIN Community Service.
3. The LHIN may, in accordance with the *Home Care and Community Services Act,* update and revise the Patient Care Plan from time to time, including a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits.
4. The LHIN shall notify the Service Provider with respect to any change to the Patient Care Plan that affects the delivery of Clinic Nursing Services.
5. If the LHIN notifies the Service Provider with respect to a change to the Patient Care Plan pursuant to SS Section 2.1.3(4), the LHIN shall deliver to the Service Provider, at the Service Provider’s request, a written description of the change to the Patient Care Plan.

### 2.2 Service Requests

1. The LHIN shall request Clinic Nursing Services to be provided by the Service Provider,
   * 1. by a LHIN request to provide Clinic Nursing Services to a new Patient (a “Referral”);
     2. by a LHIN request to resume Clinic Nursing Services to a Patient that has been “on hold” as defined by the Ministry of Health and Long-Term Care or LHIN Policies and Procedures (a “Resumption Request”);
     3. by a LHIN request to increase Clinic Nursing Services to an active Patient (a “Service Increase Request”); and
     4. by a LHIN request to provide Urgent Clinic Nursing Services (an “Urgent Clinic Nursing Services Request”),

(collectively, “Service Requests”). The Service Provider shall be available to receive Service Requests during the hours and days set out in the Special Conditions of the Agreement.

1. The LHIN shall make a Service Request to the Service Provider (and the Service Provider shall receive Service Requests) either by,
   * 1. personal contact by telephone;
     2. facsimile;
     3. voicemail; or
     4. other electronic means,

as instructed by the LHIN, in writing, from time to time.

1. If the Service Provider refuses the Service Request pursuant to SS Sections 2.3.1(2),

2.4.1(1), 2.4.2(1) or 2.4.3(3), the Service Provider shall,

* + 1. provide reasons, in the format specified by the LHIN, for refusing the Service Request; and
    2. provide the earliest date on which the Service Provider can accept the Service Request.

1. If the Service Provider refuses the Service Request pursuant to SS Section 2.3.1(2), 2.4.1(1), 2.4.2(1)or 2.4.3(3) or is considered to have refused the Service Request pursuant to SS Section

2.3.1(4) or 2.3.1(5), the LHIN may submit the Service Request to any Other LHIN Provider.

1. Unless explicitly permitted otherwise in this Agreement, the Service Provider shall not repeatedly refuse the same type of Service Request on the basis of,
   * 1. the Service Delivery Location of the Patient;
     2. the day of the week or time of day of the required treatment for the Patient;
     3. the number or frequency of Fixed Period Visits, Hourly Visits or hours specified in the Service Request;
     4. the type and magnitude of interventions required by the Patient; (e) the ethnic, religious or linguistic characteristics or needs of a Patient; or

(f) any other similar characteristic of a Service Request.

For clarity, a consistent pattern of Refusal by a Service Provider of a particular type of Service Request puts the Service Provider in contravention of this Services Schedule, even if the Service Provider has met the Performance Standards for accepting a Referral pursuant to SS Section 2.3.1(2) or for accepting an Urgent Clinic Nursing Services Request pursuant to SS Section 2.4.3(3).

1. The LHIN may,
   * 1. submit the same Service Request to the Service Provider more than once; and
     2. if a Service Provider refuses the same Service Request more than once, count a Service Provider’s Refusal of the same Service Request separately for the purposes of the Performance Standards Schedule.
2. If the Service Provider reaches, exceeds or anticipates through bookings that it will reach or exceed the Maximum Daily Capacity at the Clinic Facility in any given day, the Service Provider shall notify the LHIN immediately and the LHIN shall not count any refusal of a Service Request made on the same day as a Refusal.

### 2.3 Referrals

## 2.3.1 General

1. The LHIN shall, in its sole discretion, determine the terms of the Referral, which may include,
   1. the Reason for Referral;
   2. a description of Clinic Nursing Services required;
   3. a range of starting dates and times on which the delivery of Clinic Nursing Services may begin;
   4. the frequency of Fixed Period Visits or Hourly Visits or both, required as applicable;
   5. the number of Fixed Period Visits or Hourly Visits or both, required as applicable;
   6. the specific Service Delivery Location;
   7. any safety risks to Service Provider Personnel that have been identified by the LHIN and that can be managed or mitigated by the Service Provider; and
   8. a description of any special requirements, including,
   9. any ethnic, spiritual, linguistic, familial and cultural requirements; and

(ii) any scheduling requirements.

1. The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Referral, accept or refuse the Referral. For clarity, for the purposes of this SS Section 2.3.1(2), the amount of time shall be calculated beginning at the time specified for the Service Provider to be able to receive Service Requests pursuant to SS Section 2.2(1). The Service Provider shall accept the percentage of Referrals required by the Performance Standards Schedule.
2. Immediately after accepting a Referral, the Service Provider shall, unless otherwise directed by the LHIN, be responsible for the provision of Clinic Nursing Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the LHIN, until the Patient is discharged pursuant to SS Section 3.6.Unless otherwise specified by the LHIN, the Service Provider shall be responsible for scheduling all Patient visits to the Service Delivery Location.
3. If the LHIN does not receive an acceptance from the Service Provider in accordance with SS Section 2.3.1(2), the LHIN shall consider the Referral as refused by the Service Provider.
4. If the LHIN,
   1. attempts to make a Referral during the required hours of operation of the Service Provider (as required by the Special Conditions of the Agreement) and discovers that the Service Provider is not available to receive Referrals; or
   2. the Service Provider is unable to receive Referrals in the manner instructed by the LHIN,

the Service Provider shall be considered to have refused all Referrals that the LHIN would have referred to the Service Provider for the time periods for which SS Section 2.3.1(5)(a) or (b) apply.

## 2.3.2 Referral Information Package

1. The LHIN shall prepare a Referral information package for each Patient (the “Referral Information Package”).
2. The Referral Information Package shall include,
   1. the Patient Identifiers;
   2. the Patient Care Plan;
   3. the LHIN Assessment;
   4. medical orders, where applicable;
   5. any communication or interpretation requirements of the Patient; (f) any other information determined to be relevant by the LHIN; and

(g) an indication of necessary consents.

1. The LHIN shall deliver the Referral Information Package to the Service Provider after the Referral has been accepted by the Service Provider pursuant to SS Section 2.3.1(2).
2. Except as provided in SS Section 2.4.3(5), the Service Provider shall not deliver any Clinic Nursing Services to a Patient prior to receiving a Referral Information Package.

### 2.4 Other Service Requests

## 2.4.1 Resumption Requests

1. The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Resumption Request.
2. If the LHIN does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.1(1), the LHIN shall consider the Resumption Request as refused by the Service Provider.
3. If the Service Provider refuses a Resumption Request, SS Section 2.3.1(4) shall apply to a Resumption Request by substituting the words “Resumption Request” for the word “Referral”.
4. If the Service Provider accepts a Resumption Request, the LHIN shall provide the following information to the Service Provider:
   1. If the Service Provider has previously received a Patient Care Plan for the

Patient, the LHIN shall provide any changes or additions to the Patient Care Plan; and

* 1. If the Service Provider has not previously received a Patient Care Plan for the Patient, the LHIN shall provide an updated Patient Care Plan.

1. Immediately after accepting a Resumption Request, the Service Provider shall, unless otherwise directed by the LHIN, be responsible for the provision of Clinic Nursing Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the LHIN, until the Patient is discharged pursuant to SS Section 3.6.

## 2.4.2 Service Increase Requests

1. The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Service Increase Request.
2. If the LHIN does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.2(1), the LHIN shall consider the Service Increase Request as refused by the Service Provider.
3. If the Service Provider refuses a Service Increase Request, SS Section 2.3.1(4) shall apply to a Service Increase Request by substituting the words “Service Increase Request” for the word “Referral”.
4. If the Service Provider accepts a Service Increase Request, the LHIN shall provide the following information to the Service Provider:
   1. If the Service Provider has previously received a Patient Care Plan for the

Patient, the LHIN shall provide any changes or additions to the Patient Care Plan; and

* 1. If the Service Provider has not previously received a Patient Care Plan for the Patient, the LHIN shall provide an updated Patient Care Plan.

1. Immediately after accepting a Service Increase Request, the Service Provider shall, unless otherwise directed by the LHIN, be responsible for the provision of Clinic Nursing Services to the Patient as set out in the Patient Care Plan, as it is amended from time to time by the LHIN, until the Patient is discharged pursuant to SS Section 3.6.

## 2.4.3 Urgent Clinic Nursing Services Requests

1. If required by the needs of the Patient, the LHIN may request that a Service Provider carry out a visit for a Patient for whom the Service Provider is already providing Services or for a new Patient, no later than 4 hours after the LHIN makes the request or Referral, as applicable, unless a longer time is specified by the LHIN (“Urgent Clinic Nursing Services”).
2. When requesting Urgent Clinic Nursing Services pursuant to SS Section 2.4.3(1), the LHIN shall, in its sole discretion, determine the terms of the request and shall specify the amount of time within which the Service Provider has to accept or decline the request. Each Service Provider shall be given the same amount of time within which to accept or decline the request. The Service Provider shall accept the percentage of Urgent Clinic Nursing Services requests required by the Performance Standards Schedule.
3. The Service Provider shall notify the LHIN whether the Service Provider accepts or refuses the Urgent Clinic Nursing Services Request within the time period specified by the LHIN for responding to the request.
4. If the LHIN does not receive notification from the Service Provider pursuant to SS

Section 2.4.3(3) within the amount of time specified in the Urgent Clinic Nursing Services Request, the Service Provider shall be considered to have refused the Urgent Clinic Nursing Services Request.

1. If the Service Provider accepts the Urgent Clinic Nursing Services Request, and it is a Patient for which a Referral Information Package has not previously been provided, the LHIN shall authorize the Service Provider to provide Clinic Nursing Services until the LHIN delivers a Referral Information Package for the Patient.
2. Immediately after granting authorization to the Service Provider pursuant to SS Section 2.4.3(5), the LHIN shall provide the Service Provider with sufficient information to enable the Service Provider to provide Urgent Clinic Nursing Services.
3. The Service Provider shall consult with the LHIN with respect to a plan of care for the Patient prior to providing Clinic Nursing Services pursuant to this SS Section 2.4.3.

### 2.5 Management of the Clinic Nursing Services Wait List

**[Not Used]**

### 2.6 Service Delivery Location

1. The Service Provider shall deliver Clinic Nursing Services at the location(s) in the Service Area specified in the Special Conditions (the “Service Delivery Location”).
2. The Service Provider shall comply with any applicable policies and procedures in place for a Service Delivery Location.
3. If the Service Provider cannot immediately locate the Patient at the Service Delivery Location at the scheduled time for a Clinic Visit or Clinic Hourly Visit, the Service Provider shall take reasonable steps, having regard to the risks to the Patient, to locate the Patient.
4. If the Service Provider encounters a Patient Failure to Attend at the Service Delivery

Location, the Service Provider shall notify the LHIN pursuant to SS Section 5.1(1)(d) and shall make reasonable attempts to reschedule the appointment with the Patient. Notwithstanding the Service Provider’s obligation to report quarterly to the LHIN in accordance with SS Section 8.4(1), the Service

Provider shall track the number of Patient Failures to Attend for each Patient and provide a report to the LHIN on a monthly basis. For clarity, Missed Care and Not Seen Not Found Events are not applicable to this Services Schedule.

1. The Service Provider shall ensure that all written materials that are produced by the Service Provider and that are provided to the Patient at the Service Delivery Location state, in a clear manner, that the Services are being provided by the Service Provider pursuant to an agreement with the LHIN.
2. The Service Provider shall be available to deliver the Services to Patients at the Service

Delivery Location during the hours of operation specified in theSpecial Conditions of the Agreement (“Hours of Operation”) and, if specified by the LHIN in the Special Conditions of the Agreement, shall ensure that it has sufficient Service Provider Personnel at the Service Delivery Location during these Hours of Operation. The LHIN shall provide the Service Provider with reasonable notice of any required change to the Hours of Operation.

# SECTION 3 - SERVICE PROVIDER DELIVERY OF CLINIC NURSING SERVICES

### 3.1 Service Provider Assessment and Development of Care Delivery Plan

## 3.1.1 Service Provider Assessment and Access to Resources

1. The Service Provider shall, based on the LHIN Assessment and the Patient Care Plan, carry out a clinical assessment of each Patient’s health condition and functional limitations as identified as the Reason for Referral in the LHIN Assessment (the “Service Provider Assessment”).
2. The Service Provider Assessment shall include,
   1. a review of the Referral Information Package;
   2. if necessary, additions to the LHIN Assessment with respect to,
      1. the Patient’s view of his or her Reason for Referral;
      2. any ethnic, spiritual, linguistic, familial and cultural needs or preferences of the Patient that may have an impact on the delivery of Clinic Nursing Services to the Patient;
      3. the LHIN Equipment and Supplies requirements of the Patient;
      4. the LHIN Community Services that the Patient is receiving; and
      5. the Non-LHIN Community Services that the Patient is receiving;
   3. consultation with the Caregiver, family members and members of the Patient’s household, as necessary;
   4. identification of any Patient health conditions, functional limitations and Patient preferences that are not set out in the Referral Information Package;
   5. identification of any immediate safety concerns reported by the Patient;
   6. consultation with the Patient’s physician, as necessary;
   7. a determination of whether the medication required for the delivery of Clinic Nursing Services is available to the Patient, and if applicable, a review of all of the Patient’s medication (including those prescribed and taken by the Patient); and
   8. a consent to treatment from the Patient.
3. If the Service Provider identifies a health condition or functional limitation of a Patient that affects the delivery of Clinic Nursing Services that has not already been identified by the LHIN, the Service Provider shall carry out a clinical assessment of the identified health condition or functional limitation.

## 3.1.2 Care Delivery Plan

1. For each Patient, the Service Provider shall prepare a written plan describing how the Service Provider and the Service Provider Personnel will deliver Clinic Nursing Services to the Patient (the “Care Delivery Plan”).
2. The Service Provider shall ensure that the Care Delivery Plan is in accordance with the Patient Care Plan.
3. The Care Delivery Plan shall include,
   1. a description of the Patient’s Reason for Referral;
   2. a summary of the Service Provider Assessment;
   3. a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient, including discharge planning, through the delivery of

Clinic Nursing Services in accordance with the Care Delivery Plan (the “Care Delivery Plan Goals”);

* 1. the frequency of Fixed Period Visits and Hourly Visits, if any, as authorized by the LHIN in the Patient Care Plan or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the frequency, the amended frequency;
  2. the number of Fixed Period Visits and Hourly Visits, as authorized by the LHIN in the Patient Care Plan, if any or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the number of visits, the amended number of visits;
  3. a detailed plan of the General Nursing Clinical Treatments to be delivered to the Patient;
  4. strategies to manage identified safety risks;
  5. any contingency plans relating to the care of the Patient;
  6. if applicable, a list of the activities that will be taught by the Service Provider and the individuals who will be performing the activities under the direction of the Service Provider; and
  7. if applicable, a description of the LHIN Equipment and Supplies required by the Service Provider to deliver Clinic Nursing Services to the Patient.

1. The Service Provider shall update and revise the Care Delivery Plan, as necessary and in accordance with the Patient Care Plan, to achieve the Care Plan Goals.
2. The Service Provider shall carry out the Clinic Nursing Services, other than the Service Provider Assessment, in accordance with the Care Delivery Plan.
3. If, at any time, the LHIN determines that the Care Delivery Plan does not comply with the Patient Care Plan or is deemed not to be an appropriate use of LHIN resources by the LHIN, the LHIN may require the Service Provider to make changes to the Care Delivery Plan and provide the LHIN with written confirmation, no later than five days after the LHIN’s instruction to make changes, that the Care Delivery Plan has been revised.
4. If a Service Provider accepts a Resumption Request or a Service Increase Request to provide Clinic Nursing Services to the Patient, in accordance with SS Section 2.4, the Service Provider shall prepare an updated Care Delivery Plan and shall ensure that it is in accordance with the updated Patient Care Plan prepared pursuant to SS Section 2.4.1(4) or 2.4.2(4), as applicable.
5. If a Service Provider recommends a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient, the Service Provider shall request authorization from the LHIN Care Coordinator or designate, or recommend the change in the Patient’s Initial Report or Change of Status Report and the LHIN may authorize the change pursuant to SS Section 2.1.3(3).

## 3.1.3 Substitute Decision-Makers

1. If a Patient is incapable with respect to a treatment, admission to a care facility or a personal assistance service, as defined in the *Health Care Consent Act* and a substitute decision-maker is authorized under the *Health Care Consent Act*, to give or refuse consent on behalf of that Patient, the Service Provider shall consult with and obtain the consent of the substitute decision-maker, as required, to provide the Clinic Nursing Services.
2. If the *Health Care Consent Act* does not apply and the Patient has given a written power of attorney for personal care pursuant to the *Substitute Decisions Act*, the Service Provider shall consult with and obtain the consent of the attorney under the power of attorney for personal care, as required, to provide the Clinic Nursing Services.

### 3.2 Assignment of Service Provider Personnel and Qualifications of Service Provider

#### Personnel

## 3.2.1 Assignment of Service Provider Personnel – General

1. The Service Provider shall assign to each Patient, Service Provider Personnel who meet the qualifications set out in the Special Conditions of the Agreement and who are capable of delivering the Clinic Nursing Services,
   1. as set out in the Care Delivery Plan;
   2. in accordance with College Standards and Guidelines; and
   3. in accordance with GC Section 3.3(1).

The Service Provider shall assign Service Provider Personnel to maximize continuity of care to each Patient in accordance with the Performance Standards.

1. The Service Provider shall assign, to each Patient, Service Provider Personnel who are responsive to the ethnic, spiritual, linguistic, familial and cultural preferences of the Patient or Caregiver, if applicable, in accordance with the Patient Care Plan.
2. If the Service Provider,
   1. is assigned a Patient that speaks only a language that is not one usually spoken among the various ethnic communities of the LHIN;
   2. has made its best efforts to find a family member or friend to interpret for the Patient; and
   3. has explored other available options to find an appropriate interpreter,

the Service Provider may request that the LHIN arrange and pay for interpretation services or communication services necessary to provide Clinic Nursing Services to the Patient and the LHIN shall consider the request reasonably. This SS Section 3.2.1(3) does not apply if the Patient’s language is French, in which case the Service Provider shall be responsible for all costs and expenses of interpretation services or communication services, even if the circumstances set out in SS Section 3.2.1(3)(a), (b) and (c) apply. For clarity, the LHIN shall be obliged to pay for interpretation or communication services only if, in the LHIN’s opinion, acting reasonably, the circumstances set out in SS Section 3.2.1(3)(a), (b) and (c) exist.

## 3.2.2 Access to Service Supervisors and Clinical Resources

1. The Service Provider shall provide Service Provider Personnel with access to Service Supervisors.
2. The Service Supervisors shall assist with the delivery of Clinic Nursing Services, as required by Service Provider Personnel.
3. In addition to the assistance provided pursuant to SS Section 3.2.2(2), the Service Supervisors shall monitor and supervise the delivery of Clinic Nursing Services by Service Provider Personnel.
4. During the hours of Service specified in SS Section 3.3.1(4), the Service Provider shall provide Service Provider Personnel with access to clinical advice and clinical reference resources relating to the delivery of Clinic Nursing Services to Patients.

### 3.3 Interventions

## 3.3.1 Clinical Treatments

1. The Service Provider shall provide, to Patients, nursing that is within the scope of practice of nursing as set out in the *Nursing Act*.
2. Without limiting the generality of SS Section 3.3.1(1) and subject to any additions or deletions to the list of general nursing clinical treatments set out in the Special Conditions of the

Agreement, the Service Provider shall be capable and have the clinical expertise and resources available to provide the following general nursing clinical treatments:

(a) organizing and assisting Patients with physical activity and energy conservation and expenditure through activity and energy management interventions including,

1. promoting body mechanics;
2. assisting with energy management; and
3. promoting exercise, including strength training and stretching;
4. establishing and maintaining regular bowel and urinary elimination patterns in Patients and managing complications resulting from altered bowel and urinary patterns through elimination management interventions including,
   1. assisting with bowel management;
   2. assisting with the management of urine elimination;
   3. providing bowel care;
   4. irrigating the bowel;
   5. providing bowel training;
   6. managing constipation and impaction;
   7. managing diarrhea;
   8. reducing flatulence;
   9. providing ostomy care;
   10. managing rectal prolapse;
   11. irrigating the bladder;
   12. assisting with pelvic muscle exercises;
   13. managing a pessary;
   14. maintaining urinary tubes;
   15. providing urinary bladder training;
   16. inserting and maintaining urinary and intermittent urinary catheters;
   17. replacing supra-pubic catheters;
   18. assisting with the development of urinary habits;
   19. providing incontinence care;
   20. providing urinary retention care; and
   21. providing assistance with self-care activities relating to toileting;
5. promoting comfort for Patients using physical techniques and physical comfort promotion interventions including,
   1. managing environmental comfort and safety;
   2. applying heat or cold; and
   3. managing,
      1. nausea;
      2. pain;
      3. pruritis; and
      4. vomiting;
6. regulating electrolyte and acid-base balance in Patients and preventing complications from electrolyte imbalance through electrolyte and acid-base management interventions including,
   1. managing hyperglycemia;
   2. managing hypoglycemia; and
   3. monitoring blood glucose levels;
7. facilitating desired effects of pharmacological agents in Patients through drug management interventions including,
   1. administering the following medications:
      1. analgesic medication;
      2. inhalants;
      3. intramuscular medication;
      4. oral medication;
      5. rectal medication;
   2. administering medication,
      1. into the ear;
      2. enterally;
      3. into the eye;
      4. epidurally;
      5. intradermally;
      6. intravenously;
      7. rectally;
      8. to the skin;
      9. subcutaneously; and
      10. vaginally;
   3. assisting with chemotherapy management;
   4. assisting with Patient-controlled analgesia;
   5. maintaining venous access devices;
   6. managing side effects of medication; and
   7. reviewing and reconciling medication with the involvement of the Patient at the time of Referral, transfer and discharge of the Patient;
8. optimizing neurological function in Patients through neurological management interventions including,
   1. monitoring neurological function;
   2. assisting with positioning requirements as they relate to a neurological disorder;
   3. managing seizures; and
   4. assisting with seizure precautions;
9. promoting airway patency and gas exchange through respiratory management interventions including managing anaphylaxis;
10. maintaining and restoring tissue integrity through skin wound management interventions including,
11. providing amputation care;
    1. providing incision site care;
    2. providing pressure management;
    3. providing pressure ulcer care;
    4. administering topical treatments to skin;
    5. monitoring skin condition;
    6. providing wound care;
    7. debriding wounds;
    8. removing sutures and staples;
    9. providing wound care in a closed drainage system; and
    10. irrigating wounds;
12. maintaining body temperature in Patients within a normal range, including treating fevers;
13. optimizing the circulation of blood and fluids to the tissue through tissue perfusion management interventions including,
    1. reducing bleeding;
    2. providing cardiac care;
    3. providing circulatory care relating to venous insufficiency;
    4. providing circulatory care involving mechanical assist devices;
    5. managing dysrhythmia;
    6. providing peripheral and pulmonary embolus care;
    7. assisting with fluid management;
    8. providing intravenous therapy;
    9. maintaining peripherally-inserted central catheters; and
    10. providing phlebotomy for blood unit acquisition and venous blood samples, excluding the transport of blood products;
14. assisting Patients to build on strengths to adapt to a change in function or achieve a higher level of function through coping assistance interventions including,
    1. assisting with body image enhancement;
    2. enhancing coping abilities;
    3. providing decision-making support;
    4. providing care to Patients with a terminal illness;
    5. providing emotional support to Patients and Caregivers;
    6. assisting Patients, Caregivers and Patient family members with grief management; and
    7. assisting with support system enhancement;
15. initiating risk reduction activities and monitoring risks to Patients over time through risk management interventions including,
    * 1. assisting with immunization and vaccination management;
      2. promoting infection control;
      3. managing dementia; and
      4. monitoring vital signs;
16. providing and enhancing support services for the delivery of care by providing bedside laboratory testing and managing specimens, excluding the transport of blood products; and
17. assessing a Patient’s eligibility for funding under the Assistive Devices

Program administered by the Ministry of Health and Long-Term Care’s Operational Support Branch,

(the “General Nursing Clinical Treatments”).

1. For the purpose of recognizing the authors’ intellectual property rights only, the LHIN and Service Provider acknowledge that the list of General Nursing Clinical Treatments set out in SS Section 3.3.1(2) is based on the *Nursing Interventions Classification*, 3d ed., Joanne C. McCloskey and Gloria M. Bulechek, ed., (Toronto: Mosby, Inc., 2000). The General Nursing Clinical Treatments as set out in this Services Schedule are not intended to be associated with or amended by that publication or any subsequent editions of that publication.
2. The Service Provider shall be available during the Hours of Operation to provide Clinic Nursing Services to Patients accepted by the Service Provider through the acceptance of a Service Request.
3. The Service Provider shall provide General Nursing Clinical Treatments in accordance with the Care Delivery Plan to each Patient accepted by the Service Provider through the acceptance of a Service Request.

## 3.3.2 Health Teaching and Delegating

1. The Service Provider shall provide health teaching services to the Patient and, if applicable, the Caregiver, Other LHIN Providers and Non-LHIN Providers, as required to meet the Care Delivery Plan Goals.
2. The health teaching services required pursuant to SS Section 3.3.2(1) may include,
   1. developing a teaching plan that will enable the Patient to achieve the Care Delivery Plan Goals;
   2. teaching, in accordance with the Care Delivery Plan, the Patient techniques, activities, behaviour and knowledge relating to any of the General Nursing Clinical Treatments;
   3. teaching the Patient when and where to seek clinical and medical advice;
   4. teaching the Patient the use and storage of LHIN Equipment and Supplies in accordance with the Care Delivery Plan and the supplier’s and manufacturer’s guidelines, if applicable;
   5. informing the Patient with respect to LHIN procedures for the removal of LHIN Equipment and Supplies, if applicable, in accordance with LHIN Policy and Procedures;
   6. informing the Patient with respect to the proper disposal of medical biohazardous waste in accordance with LHIN Policies and Procedures;
   7. teaching the Patient the storage, use and disposition of medication in accordance with the Care Delivery Plan and pharmacist’s or supplier’s guidelines, if applicable;
   8. in accordance with the Care Delivery Plan, teaching and, if applicable, delegating tasks, including Controlled Acts, within the scope of practice of nursing to the Patient and, if applicable, to the Caregiver; and
   9. assessing and validating the ability of the Patient and Caregiver to carry out or demonstrate acquired techniques, activities, behaviour, knowledge and tasks.
3. With respect to the health teaching services provided pursuant to SS Sections 3.3.2(2)(b), (c), (d), (e), (f) and (g), the Service Provider shall also teach the Caregiver, if applicable, as required to meet the Care Delivery Plan Goals.

## 3.3.3 Communication between the Service Provider and Patients and Caregivers

The Service Provider shall be available to respond to, and shall respond to, 24 hours a

day, 7 days a week, any requests from a Patient accepted by the Service Provider through the acceptance of a Service Request and, if applicable, the Patient’s Caregiver for,

1. clinical assistance; and
2. information,

relating to the Clinic Nursing Services being delivered to the Patient by the Service Provider in a timely manner that is responsive to the Patient’s needs.

## 3.3.4 Cooperation

1. The Service Provider shall cooperate with the LHIN, Caregivers, Other LHIN Providers and Non-LHIN Providers that are involved in providing LHIN Community Services and Non-LHIN Community Services to the Patient.
2. The Service Provider’s obligation to cooperate pursuant to SS Section 3.3.4(1) shall include,
   1. participating in meetings as requested by the LHIN, either in person or by telephone, to discuss a specific Patient Care Plan where a representative of the LHIN is present (a “Patient Case Conference”);
   2. communicating with the LHIN, Caregivers, Other LHIN Providers and NonLHIN Providers as required to provide Clinic Nursing Services;
   3. scheduling the delivery of Clinic Nursing Services in coordination with Other LHIN Providers and Non-LHIN Providers that deliver LHIN Community Services and Non-LHIN Community Services and in accordance with the Patient Care Plan; and
   4. any additional requirements set out in the Special Conditions of the Agreement.
3. If the LHIN organizes a Patient Case Conference pursuant to SS Section 3.3.4(2)(a), the Service Provider shall assign Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the Patient Case Conference and to attend the Patient Case Conference. The LHIN shall pay the Service Provider for a Patient Case Conference either as a Clinic Visit or at an Hourly Rate, as determined by the LHIN.

## 3.3.5 Maintaining the Cold Chain

(1) The Service Provider shall ensure that vaccinations are stored and handled in a manner that is consistent with local public health requirements. For clarity, the Service Provider shall be responsible for maintaining the “cold chain” for storage of vaccines in the Clinic Facilities and, if required by the local public health agency, the Service Provider shall be responsible for obtaining cold chain certification from the local public health agency.

### 3.4 Extended or Unforeseen Visits (The Unplanned Visit)

1. If the Service Provider,
   1. cannot complete the Clinic Nursing Services that were assigned by the LHIN for a particular Clinic Visit; or
   2. must carry out an additional Clinic Visit that was not included in the Patient Care Plan,

the Service Provider shall immediately contact the applicable Care Coordinator or the Care Coordinator’s designate to request an authorization for additional time.

1. The LHIN will authorize additional time for the Service Provider in accordance with SS Section 3.4(3) (an “Unplanned Visit”) only if the Unplanned Visit was reasonably required by unforeseen circumstances and was not required as a result of the act or omission of the Service Provider.
2. If contacted by a Service Provider pursuant to SS Section 3.4(1), the Care Coordinator, or the Care Coordinator’s designate, may, in its sole discretion,
   1. refuse to authorize further time or compensation;
   2. authorize an additional Clinic Visit or Clinic Hourly Visit, as applicable, for the Patient;
   3. authorize additional time at an Hourly Rate or a Special Rate; or
   4. authorize additional time on an alternate basis.
3. In exceptional circumstances, the Care Coordinator may carry out the assessment pursuant to SS Section 3.4(2) and (3) after the Service Provider has carried out the applicable Clinic Nursing Services if,
   1. the Care Coordinator, in his or her sole discretion, determines that the Service Provider made reasonable efforts to contact the Care Coordinator or the Care

Coordinator’s designate prior to carrying out those Clinic Nursing Services; and

* 1. the Service Provider Personnel contacted the Care Coordinator within 24 hours, or the next Business Day, after those Clinic Nursing Services were carried out.

1. If the Service Provider Personnel cannot contact the LHIN to authorize an Unplanned Visit because the LHIN offices are not open and a Care Coordinator is not available, the LHIN will carry out the assessment pursuant to SS Section 3.4(3) after the Service Provider has carried out the applicable Clinic Nursing Services and only if the Service Provider Personnel contacts the Care Coordinator within 24 hours, or the next Business Day, after those Clinic Nursing Services were carried out.
2. If an Unplanned Visit is authorized pursuant to SS Section 3.4(3), the LHIN shall, if necessary, update or revise the Patient Care Plan.
3. If the Service Provider provides an Unplanned Visit pursuant to SS Section 3.4(3) the Service Provider shall notify or provide a report to the LHIN pursuant to SS Section 5.1, 5.4 or 5.5.
4. The LHIN may, in its sole discretion, limit the number of Unplanned Visits for a Patient.

### 3.5 Evaluating Services to Individual Patients

1. The Service Provider shall, in consultation with the Patient and the Caregiver, evaluate,
   1. the Services delivered to theindividual Patient; and
   2. the Patient’s progress towards the Care Delivery Plan Goals.
2. The Service Provider’s evaluation pursuant to SS Section 3.5(1) shall include, as applicable,
   1. consulting the Patient and the Caregiver;
   2. analyzing and interpreting Patient Records;
   3. evaluating the effectiveness of the Care Delivery Plan; and
   4. subject to SS Sections 3.1.2(2) and 3.5(3), updating and revising the Care Delivery Plan in order to progress towards the Care Delivery Plan Goals.
3. The Service Provider shall not update or revise the Care Delivery Plan pursuant to SS Section 3.5(2)(d) without the prior approval of the LHIN if the change to the Care Delivery Plan is,
   1. an increase in the frequency or the number of Fixed Period Visits or Hourly Visits to be provided; or
   2. a change to the Planned Discharge Date.

### 3.6 Discharge

1. The Service Provider shall end its delivery of Clinic Nursing Services to a Patient if,
   1. the Care Delivery Plan Goals have been achieved;
   2. the LHIN notifies the Service Provider that the Patient has been discharged by the LHIN;
   3. the LHIN notifies the Service Provider that the Patient will be transferred to an Other LHIN Service Provider;
   4. the Service Provider has withdrawn Clinic Nursing Services pursuant to GC Sections 3.1.5 or 3.1.6; or
   5. the Service Provider or the LHIN has suspended or terminated the Agreement pursuant to GC Section 12.1 or 12.2.
2. If the Clinic Nursing Services have ended pursuant to SS Section 3.6(1)(a), the Service

Provider shall,

* 1. unless the LHIN has discharged the Patient or notice has been given under another section of this Services Schedule, notify the LHIN; and
  2. submit a Discharge Report to the LHIN pursuant to SS Section 5.7.

1. If the LHIN disagrees with the Service Provider’s determination that the Care Delivery

Plan goals have been achieved and the Service Provider’s decision to end its provision of Clinic Nursing Services to a Patient pursuant to SS Section 3.6(1)(a), the Service Provider and the LHIN shall meet, at a time and place specified by the LHIN, to review the Service Provider’s decision.

# SECTION 4 - EQUIPMENT AND SUPPLIES

### 4.1 Supply of Standard Equipment and Supplies

1. The Service Provider shall provide and maintain the following medical equipment and supplies at its own cost and expense,
   1. anaphylaxis kits containing epinephrine, alcohol swabs, needles, syringes and medical directive for administration of epinephrine;
   2. antiseptic and antibacterial soap and sanitizers;
   3. aprons;
   4. Patient-related educational materials related to the Clinic Nursing Services or the medical equipment and supplies;
   5. CPR mouth guard for resuscitation;
   6. forceps;
   7. goggles;
   8. protective gowns;
   9. lubricating gel;
   10. surgical masks;
   11. non-sterile gloves;
   12. oral and rectal thermometers;
   13. rubbing alcohol;
   14. sphygmomanometers and blood pressure cuffs;
   15. stethoscopes;
   16. surgical and nail scissors;
   17. tape measures;
   18. tongue depressors;
   19. glucometers;
   20. portable Doppler machines; and
   21. disposable particulate respirator masks (with at least an N95 rating) including the associated fit testing for these respirator masks,

(the “Standard Equipment and Supplies”).

1. The LHIN may, in its discretion, provide the items set out in SS Sections 4.1(1)(f), (g), (h), (i), (j) and (k), if the LHIN determines that those items are required for the ongoing treatment of a Patient.
2. If the LHIN determines that a Patient requires an item for ongoing treatment pursuant to SS Section 4.1(2), then such item shall be deemed to be an item of LHIN Equipment and Supplies for that Patient.
3. Except as provided in SS Section 4.1(5), the Service Provider shall not bear the cost for the provision of additional equipment and supplies (that is in addition to the Standard Equipment and Supplies) that are required to deal with a public health crisis in the Service Area if such public health crisis has been formally declared to exist by the World Health Organisation, the Chief Medical Officer of Health of the Province of Ontario or the applicable local Medical Officer of Health. If a public health crisis has been formally declared and a Service Provider is required to provide additional equipment and supplies to protect a Patient or the Service Provider Personnel in accordance with SS Section 4.1(5), the Service Provider shall be eligible for either reimbursement from the LHIN for the cost of providing the additional equipment and supplies or shall be eligible to receive additional equipment and supplies directly from the LHIN, at the discretion of the LHIN.
4. Nothing in this SS SECTION 4, including a LHIN's decision as to whether to provide LHIN Equipment and Supplies to a Service Provider or to reimburse the cost of additional equipment and supplies pursuant to SS Section 4.1(4), affects, in any way, the Service Provider's obligations to the Patients or the Service Provider Personnel under,
   1. the Applicable Law;
   2. any other College Standards and Guidelines or professional standard related in any way to the protection of the Patients or the Service Provider Personnel, including any clinical obligations that the Servicer Provider Personnel may have regarding preparedness for a public health crisis; or
   3. any direction from a governmental agency regarding a public health issue.

For clarity, the Service Provider shall comply with all directions of the Government of Ontario or the applicable local Medical Officer of Health relating to the stockpiling of equipment and supplies.

### 4.2 LHIN Equipment and Supplies

1. The LHIN shall provide medical equipment or supplies that are not included in Standard

Equipment or Supplies where,

* 1. the medical equipment or supplies are on the LHIN’s standard list of medical equipment and supplies to be provided by the LHIN, as the list is amended from time to time by the LHIN in the LHIN’s sole discretion (the “Listed LHIN Equipment and Supplies”); and
  2. the medical equipment and supplies are not Standard Equipment and Supplies or Listed LHIN Equipment and Supplies but have been approved by the LHIN in accordance with SS Section 4.4 (“Other Equipment and Supplies”),

(the “LHIN Equipment and Supplies”).

1. The LHIN Equipment and Supplies shall be delivered by the LHIN or the LHIN’s equipment and supplies vendor to the Service Delivery Location or another location specified by the LHIN.

### 4.3 Requesting Listed LHIN Equipment and Supplies

1. For those Listed LHIN Equipment and Supplies which have not already been ordered or provided by the LHIN, the Service Provider shall submit a request, to the LHIN, in the format specified by the LHIN and in accordance with the LHIN’s instructions, for the Listed LHIN Equipment and Supplies required.
2. The LHIN shall approve, clarify or decline a request for Listed LHIN Equipment and

Supplies submitted pursuant to SS Section 4.3(1) no later than 3 Business Days after either,

* 1. the submission of the request; or
  2. if the LHIN has a specified deadline for the submission of equipment and supply orders, the day of the deadline.

1. If the LHIN does not notify the Service Provider that the request has been declined by the deadline set out in SS Section 4.3(2), the request is deemed to be approved.
2. For all re-ordering of Listed LHIN Equipment and Supplies, the Service Provider shall submit requests as required for the care of the Patient and in a timely fashion that ensures the continuous availability of Listed LHIN Equipment and Supplies at the Service Delivery Location necessary to carry out the Clinic Nursing Services to the Patient as specified in the Patient Care Plan, and in accordance with this SS Section 4.3.

### 4.4 Requesting Other Equipment and Supplies

1. The Service Provider may submit a request, to the LHIN, for Other Equipment and Supplies.
2. The LHIN shall approve, clarify or decline a request for Other Equipment and Supplies submitted pursuant to SS Section 4.4(1) no later than 10 Business Days after either,
   1. the submission of the request; or
   2. if the LHIN has a specified deadline for the submission of equipment and supply orders, the day of the deadline.
3. If the LHIN does not approve, clarify or decline the request by the deadline set out in SS Section 4.4(2), and the LHIN does not contact the Service Provider to indicate that additional time is necessary to consider the request, the request shall be deemed to have been declined by the LHIN.

### 4.5 Management of Equipment and Supplies

1. The LHIN shall arrange for the delivery of LHIN Equipment and Supplies to the Service Delivery Location.
2. The Service Provider shall request and use all the Equipment and Supplies in a responsible manner and in a manner that minimizes waste and misuse, including,
   1. placing the Equipment and Supplies used by the Service Provider in a safe storage location at the Service Delivery Location in accordance with the supplier’s and manufacturer’s guidelines, if applicable;
   2. following standard health protection and infection control procedures when using and disposing of Equipment and Supplies;
   3. conducting minor cleaning of the Equipment and Supplies used by the Service Provider;
   4. replacing batteries, as needed, in the Equipment and Supplies used by the Service Provider in accordance with the supplier’s and manufacturer’s guidelines, if applicable;
   5. promptly reporting any problems with the LHIN Equipment and Supplies, including the failure of any equipment, to the LHIN; and
   6. monitoring usage of Equipment and Supplies required for the delivery of Clinic Nursing Services.

# SECTION 5- NOTIFICATION AND SERVICE DELIVERY REPORTS

### 5.1 Notification Requirements

1. The Service Provider shall immediately notify the LHIN Care Coordinator or designate if,
   1. the Service Provider is unable to proceed with a Clinic Visit or Clinic Hourly

Visit as set out in the Patient Care Plan and such Clinic Visit or Clinic Hourly

Visit has not been rescheduled in accordance with the Care Delivery Plan;

* 1. the Patient is admitted unexpectedly to a hospital or a health care facility;
  2. a Caregiver is expected to be unable to provide care to a Patient for a significant period of time;
  3. the Service Provider encounters a Patient Failure to Attend; or
  4. a communicable or reportable disease, as defined in the *Health Protection and Promotion Act*, develops in a Patient, Caregiver, a Service Provider Personnel or any other person at the Service Delivery Location.

1. The Service Provider shall notify the LHIN Care Coordinator or designate no later than

24 hours after the event if,

1. the Service Provider is aware that there is a change in Non-LHIN Community Services; or
2. the Service Provider has concerns regarding the effectiveness or lack of use of the LHIN Equipment and Supplies used in the delivery of Clinic Nursing Services, unless the Service Provider’s concerns may pose a risk to the Patient, in which case the Service Provider shall treat the matter as a Risk Event.

### 5.2 Reports – General Requirements

1. Except as provided in SS Section 5.2(2), all reports shall be submitted to the LHIN in writing. All reports shall be submitted in accordance with the requirements of the Performance Standards Schedule.
2. The following exceptions to SS Section 5.2(1) apply:
   1. In respect of Risk Event reporting as defined in SS Section 5.5, the Service Provider shall provide an immediate verbal report, followed by a written report before the deadline specified in SS Section 5.5(5);
   2. In respect of a change to the Patient’s Planned Discharge Date, if the LHIN has a verbal or voicemail system for the purpose of such reporting, a written report is not required;
   3. In respect of a change to the Patient’s requirements for LHIN Equipment and Supplies in accordance with SS Section 5.4(1)(b)(iv), if the LHIN has a verbal or voicemail system for the purpose of requesting LHIN Equipment and Supplies, a written report is not required; and
   4. In respect of a Change of Status Report as defined in SS Section 5.4(1), if the LHIN has specified in the Special Conditions to this Agreement that a written report is not required then a written report is not required.

### 5.3 Initial Reports

1. The Service Provider shall submit a report to the LHIN Care Coordinator or designate for each Patient in the format specified by the LHIN (the “Initial Report”).
2. The Initial Report shall include,
   1. the Patient Identifiers;
   2. a summary of the Service Provider’s Assessment;
   3. a summary of the Patient Care, including,
      1. the Care Delivery Plan Goals;
      2. the Planned Discharge Date; and
      3. a list of the tasks, including Controlled Acts, that will be taught or, if applicable, delegated by the Service Provider, and a list of the individuals who will perform the tasks and, if applicable, the delegated Controlled Acts;
   4. the type of registered nurse who will be providing Clinic Nursing Services, if more than one type of registered nurse is permitted to provide Clinic Nursing Services;
   5. recommended changes to the Patient Care Plan, if any, including recommended changes to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient; and
   6. any other relevant information.
3. The Service Provider shall submit the Initial Report no later thanseven days after completing the initial Clinic Visit or Clinic Hourly Visit.
4. If requested by the LHIN, prior to the submission of an Initial Report, the Service Provider shall notify the LHIN that a Service Provider Assessment has been completed.

### 5.4 Change of Status Reports

1. The Service Provider shall provide a report to the LHIN Care Coordinator or designate in the format specified by the LHIN if,
   1. the Service Provider recommends changes to the Patient Care Plan; or
   2. there is a change in the Patient’s Care Delivery Plan Goals or progress towards the Care Delivery Plan Goals that requires a change to the Care Delivery Plan in,
      1. the frequency of Fixed Period Visits or Hourly Visits;
      2. the number of Fixed Period Visits or Hourly Visits;
      3. the Planned Discharge Date;
      4. the LHIN Equipment and Supplies requirements of the Patient; or
      5. the Controlled Acts that will be delegated by the Service Provider,

(the “Change of Status Report”).

1. The Change of Status Report shall include,
   1. the Patient Identifiers;
   2. a description of the change in the Patient’s progress towards the Care Delivery Plan Goals;
   3. an assessment of why the change in the Patient’s progress towards the Care Delivery Plan Goals occurred;
   4. changes to the Care Delivery Plan, if any; and
   5. recommended changes to the Patient Care Plan, if any.
2. The Service Provider shall submit a Change of Status Report in a time sensitive manner considering the Patient’s change in status but, in any event, no later than 48 hours after the end of the Clinic Visit or Clinic Hourly Visit when the Service Provider Personnel identified the change in the progress of Patient care.
3. The Service Provider shall not make any changes to the Care Delivery Plan that are not consistent with the Patient Care Plan.

### 5.5 Risk Event Reporting

1. For the purposes of the Service Provider’s notification requirements set out in this SS Section 5.5, a risk event means an unforeseen event that has given rise to or may reasonably be expected to give rise to danger, loss or injury relating to the delivery of the Clinic Nursing Services, including danger, loss or injury to the Patient, Caregiver, Service Provider Personnel or loss or damage to the LHIN or the Service Provider (a “Risk Event”).
2. For the purpose of SS Section 5.5(1), a Risk Event includes,
   1. an improper procedure or intervention;
   2. a situation where the Service Provider is aware that medical orders have not been followed;
   3. a Patient injury;
   4. a Patient fall;
   5. a medication error;
   6. a situation where the Service Provider believes that an infectious disease at the Service Delivery Location that was required to be reported has not been reported;
   7. the actual or potential abuse of a Patient;
   8. an actual or alleged theft at the Service Delivery Location;
   9. the unexpected death of a Patient;
   10. any abuse or threat of injury to Service Provider Personnel related to the delivery of Clinic Nursing Services;
   11. a Privacy and Security Event as defined in GC Section 1.1;
   12. a situation where Clinic Nursing Services declined by the Patient;
   13. a situation where Clinic Nursing Services refused by Service Provider Personnel due to a risk issue;
   14. any accidental damage to property at the Service Delivery Location;
   15. the late delivery or delivery to the incorrect location of LHIN Equipment and Supplies;
   16. any medical equipment required for the delivery of Clinic Nursing Services that is soiled or malfunctioning;
   17. the Service Provider believes that a risk to the Patient or the Service Provider exists that was known to the LHIN but was not communicated to the Service Provider by the LHIN; and
   18. the commencement of a claim, legal proceeding or police investigation relating to a Patient that involves the Service Provider or the LHIN.
3. An “Adverse Event” is any Risk Event that meets the following three criteria:
   1. the Risk Event is related to a Patient;
   2. the Risk Event causes an unintended injury to the Patient or complication that results in disability, death or increased use of healthcare resources; and
   3. the Risk Event is caused by healthcare management, including any care or treatment provided as part of a formal care plan that is provided by healthcare workers, formal or informal caregivers or as self-care by the Patient.
4. The Service Provider shall immediately verbally notify the LHIN Care Coordinator or designate, if
   1. a Risk Event occurs that involves,
      1. the safety of the Patient or any person involved in the Patient’s care;
      2. the Patient’s ability to receive Clinic Nursing Services;
      3. the Service Provider’s ability or suitability to deliver Clinic Nursing Services; or
      4. a Privacy and Security Event as defined in GC Section 1.1, or
   2. an Adverse Event occurs.
5. Except as set out in SS Section 5.5(7), in addition to the verbal notice pursuant to SS Section 5.5(4), the Service Provider shall submit a report to the LHIN Care Coordinator or designate when a Risk Event occurs (the “Risk Event Report”) or no later than 3 days after the Risk Event. If, in the LHIN’s opinion, acting reasonably, the Risk Event Report is required urgently, the LHIN may require the

Service Provider to submit the Risk Event Report sooner than 3 days after the Risk Event

1. The Risk Event Report shall include, if applicable,
   1. the Patient Identifiers;
   2. the date and approximate time of the Risk Event;
   3. a detailed description of the Risk Event, including the names of any witnesses to the Risk Event;
   4. the name of the Service Provider Personnel involved;
   5. a description of the Service Provider’s response to the Risk Event;
   6. a description of the actions taken by the Service Provider to address the Risk Event; and
   7. whether the Risk Event is an Adverse Event.

### 5.6 Patient Interim Reports

1. The Service Provider shall provide a report to the LHIN Care Coordinator or designate, upon the reasonable request of the LHIN Care Coordinator or designate, with respect to the progress of the Patient toward meeting the Care Delivery Plan Goals if the LHIN requires information about the Patient (the “Patient Interim Report”).
2. The Patient Interim Report shall include,
   1. the schedule of Clinic Nursing Services for the Patient;
   2. the Patient’s current health condition and functional status at the time of the last Clinic Visit or Clinic Hourly Visit, if the Patient’s health condition or functional status is different than as indicated in the last report provided to the LHIN with respect to that Patient;
   3. a description of the progress made towards the Care Delivery Plan Goals;
   4. a program to track and report Risk Events to the satisfaction of the LHIN;
   5. the reasons for any failure to progress towards the Care Delivery Plan Goals; and
   6. any additional feedback as reasonably requested by the LHIN Care Coordinator or designate.
3. The Service Provider shall submit a Patient Interim Report no later than 3 days after the LHIN’s request, unless otherwise agreed by the LHIN Care Coordinator or designate.
4. For Patients receiving Clinic Nursing Services for a period in excess of six months, if the LHIN intends to request regular Patient Interim Reports, the LHIN shall provide the Service Provider with a schedule, in advance, of any of the regular Patient Interim Reports that the LHIN intends to request.

### 5.7 Discharge Reports

1. When the Service Provider has discontinued the delivery of Clinic Nursing Services to a

Patient pursuant to SS Section 3.6, the Service Provider shall,

* 1. notify the LHIN Care Coordinator or designate; and
  2. provide a report to the LHIN Care Coordinator or designate with respect to the discharged Patient (the “Discharge Report”).

1. The Discharge Report shall include, if applicable,
   1. the date and description of the last Clinic Visit or Clinic Hourly Visit;
   2. the Patient’s health condition and functional status at the time of the last Clinic Visit or Clinic Hourly Visit;
   3. the reasons for discontinuing the delivery of Clinic Nursing Services to the Patient;
   4. a description of the progress made towards the Care Delivery Plan Goals;
   5. the reasons for any failure to meet the Care Delivery Plan Goals; and
   6. recommendations with respect to further requirements for LHIN Community Services, Non-LHIN Community Services and LHIN Equipment and Supplies.
2. The Service Provider shall submit a Discharge Report in the format specified by the

LHIN no later than seven days after the LHIN’s recorded discharge date for the Clinic Nursing Services for that Patient.

# SECTION 6 - EXPERT ADVICE AND ASSISTANCE

### 6.1 Expert Advice and Assistance

1. The Service Provider shall provide, at the reasonable request of the LHIN, ongoing advice and assistance to the LHIN in respect of all matters relating to,
   1. the delivery of the Services; and
   2. the Equipment and Supplies relating to the delivery of the Services.
2. The Service Provider’s advice and assistance pursuant to SS Section 6.1(1) shall include,
   1. advising the LHIN with respect to new developments and initiatives in the delivery of Clinic Nursing Services;
   2. assisting the LHIN in implementing new methods for the delivery of Clinic Nursing Services;
   3. advising the LHIN with respect to new equipment and supplies available in the marketplace and their application to the delivery of Clinic Nursing Services;
   4. providing expertise to support the LHIN’s planning activities;
   5. participating on LHIN committees with respect to the delivery of Services; and
   6. assisting with media relations and issues.

# SECTION 7 - ORGANIZATIONAL REQUIREMENTS

### 7.1 Information Systems

1. The Service Provider shall have information systems in place to manage information in an efficient and effective way that allows the ready retrieval of information. The Service Provider’s information systems shall include,
   1. a system to store, format and transmit information to the LHIN;
   2. a system to ensure its information systems are compatible with the LHIN information systems;
   3. a system to track Patient information;
   4. a system to track Performance Standards set out in the Performance Standards Schedule;
   5. a system to document and manage requests for LHIN Equipment and Supplies; and
   6. an internal auditing system to ensure that Requests for Payment submitted by the Service Provider to the LHIN are consistent with the Fixed Period Visits or Hourly Visits completed by Service Provider Personnel.
2. The Service Provider shall have a Patient satisfaction monitoring system that includes,
   1. plans to communicate to Patients and, if applicable, to Caregivers that complaints regarding the Service Provider’s delivery of Clinic Nursing Services may be submitted directly to the LHIN or to the Service Provider;
   2. a system to receive, handle, respond to and track all Patient and, if applicable, Caregiver queries, complaints and requests including queries, complaints and requests with respect to,
      1. Service Provider Personnel; and
      2. the quality of Clinic Nursing Services delivered by the Service Provider; and
   3. a system for conducting Patient and Caregiver satisfaction surveys in coordination with the LHIN on a frequency and schedule approved by the LHIN, acting reasonably.

### 7.2 Risk Management Program

1. The Service Provider shall implement a risk management program to identify, assess, analyse, prepare for, manage, mitigate, and, if applicable, prevent,
   * 1. physical, environmental and psycho-social risks, for the Patient, the Caregiver and Service Provider Personnel that affect or may affect the health of the Patient or the delivery of Clinic Nursing Services and any safety risks at the Service Delivery Location; and
     2. organizational risks for the Service Provider that affect or may affect the delivery of the Services,

(the “Risk Management Program”).

1. The Risk Management Program shall include,
   1. strategies and procedures for communicating safety risks to the Patient, the

Caregiver, the LHIN and Other LHIN Providers;

* 1. strategies for communicating organizational risks to the LHIN;
  2. a program to track and assess financial risks, contingencies, liabilities and irregular transactions and the provision of advance notice to the LHIN in the event of negative financial performance;
  3. a program to track and report Risk Events to the satisfaction of the LHIN;
  4. procedures for the Service Provider to follow when encountering emergency, disaster or unforeseen situations and a plan to train and prepare Service Provider Personnel for emergencies, disasters and unforeseen situations in accordance with the Risk Management Program, including regular drills and testing, (the “Emergency Plan”), including,

1. natural disasters;
2. war or other hostilities;
3. severe weather;
4. terrorist acts;
5. public infrastructure failure;
6. strikes, lock-outs or other labour actions and disruptions;
7. failure of Service Provider infrastructure;
8. failure or major disruption of Service Provider information or communication systems;
9. fire;
10. Patient-specific medical emergencies;
11. a plan for reporting to the LHIN regarding all Patient Care Plans to facilitate transition to another service provider in the event that the Service Provider is unable to deliver the Clinic Nursing Services due to a public health crisis;
12. abuse of a Patient, Caregiver or Service Provider Personnel;
13. accident or injury to a Patient, Caregiver or Service Provider Personnel;
14. legal proceedings against the Service Provider; and
15. insolvency or bankruptcy of the Service Provider;
16. policies and procedures for managing and reporting on Patients, Caregivers, and Service Provider Personnel with communicable diseases and reportable diseases as defined in the *Health Protection and Promotion Act*;
17. policies and procedures for managing the protection of Service Provider Personnel, Patients and Caregivers from communicable and reportable diseases through the implementation of health protection and infection control procedures; and
18. technologies available to the Service Provider to protect and back-up information and communication systems in the event of failure or disruption.

(3) The Emergency Plan shall be consistent with the LHIN’s emergency plan.

### 7.3 Quality Management Program

1. The Service Provider shall implement a program to monitor, record, evaluate and improve the Service Provider’s performance in the delivery of the Services (the “Quality Management Program”) that,
   1. develops an annual continuous quality improvement plan that aligns with the

LHIN’s annual continuous quality improvement plan;

* 1. employs valid and reliable tools and techniques for process analysis;
  2. results in decisions that are based on reliable data, information and performance analysis;
  3. establishes a process for identifying, implementing and maintaining improvements;
  4. is designed to track the Service Provider’s record of improvements in business practices and delivery of the Services; and
  5. involves Service Provider Personnel, at all levels, in the improvement process.

1. The Quality Management Program shall include,
   1. the incorporation of the Performance Standards set out in the Performance Standards Schedule into the Service Provider’s existing quality management plan, and the measurement and reporting on Performance Standards;
   2. the measurement and tracking of performance indicators developed and tracked by the Service Provider, in addition to Quarterly and Annual Indicators, relating to the quality of Clinic Nursing Services delivered by the Service Provider;
   3. the implementation of corrective action where a Performance Standard is not achieved;
   4. the implementation of clinical outcome measurement tools;
   5. the monitoring and reporting of any corrective action taken pursuant to SS

Section 7.3(2)(c) and the results of the corrective action;

* 1. the review, assessment and improvement of organizational processes on a regular basis;
  2. the measurement and reporting of the following information related to the delivery of Clinic Nursing Services by the Service Provider in each Quarter or Part Quarter (the “Quarterly Indicators”):
     1. the number of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter divided by the number of Patients in the applicable Quarter or Part Quarter;
     2. the types of Patient and Caregiver complaints received by the Service

Provider itself in the applicable Quarter or Part Quarter; and

* + 1. the number of Patient Records returned by Service Provider Personnel or the Patient to the Service Provider in the applicable Quarter or Part Quarter divided by the number of Patients discharged in the applicable Quarter or Part Quarter.
  1. the measurement and reporting of a summary of the results of any Patient or Caregiver satisfaction surveys undertaken by the Service Provider in the applicable Fiscal Year (the “Annual Indicators”);

1. In addition to the indicators measured by the Service Provider pursuant to SS

Sections 7.3(2)(g) and (h), the Service Provider shall, as agreed by the LHIN and the Service Provider, collect any other information relating to the Clinic Nursing Services and report the information to the

LHIN.

1. The Service Provider acknowledges and agrees that the LHIN may implement a standard provincial performance management framework during the Agreement Term.
2. The Service Provider acknowledges and agrees that the LHIN intends to disclose, to the public, on a periodic basis, information with respect to the Service Provider’s performance of its obligations under this Agreement in relation to the Performance Standards and applicable Health Quality Ontario indicators and that, in accordance with GC Section 7.2, such disclosure is permitted.

### 7.4 Human Resources Requirements

1. The Service Provider shall manage the recruitment, retention, training, deployment, development, supervision and performance of the Service Provider Personnel to,
   1. recruit and retain an appropriate number of Service Provider Personnel to provide Clinic Nursing Services to Patients as referred to the Service Provider by the LHIN;
   2. recruit and retain Service Provider Personnel that,
      1. have the necessary experience and qualifications to provide Clinic Nursing Services, including the experience and qualifications set out in the Special Conditions of the Agreement;
      2. recognize, are sensitive to and can respond to the ethnic, spiritual, linguistic, familial and cultural needs of the Service Area population; and
      3. have skills to meet the communication needs of the Service Area population;
   3. recruit a sufficient number of Service Supervisors that are regulated health professionals that have the necessary management qualifications and experience to monitor, assist and supervise RNs and RPNs and, if applicable, have the additional experience and qualifications set out in the Special Conditions of the Agreement;
   4. verify the qualifications of Service Provider Personnel on a continual basis;
   5. implement appropriate screening measures for Service Provider Personnel;
   6. provide orientation programs that include education for new Service Provider Personnel with respect to Service Provider Policies and Procedures and LHIN Policies and Procedures (the “Orientation Sessions”);
   7. ensure that Service Provider Personnel are familiar with, and follow, the requirements of the Bill of Rights as set out in the *Home Care and Community Services Act*;
   8. monitor new developments in the delivery of Clinic Nursing Services and the skills needed to provide new delivery methods;
   9. monitor, in each Fiscal Year, the types of Service Provider Personnel who cease to work for the Service Provider;
   10. report on initiatives undertaken by the Service Provider to respond to anticipated changes in the labour market for RNs and RPNs;
   11. provide a comprehensive training and development program for Service Provider Personnel;
   12. provide anti-discrimination and anti-harassment education to Service Provider Personnel;
   13. regularly evaluate the performance and competency of Service Provider Personnel;
   14. manage any restrictions on a Service Provider Personnel’s RN or RPN certificate of registration;
   15. In accordance with the requirements under the *French Language Services Act* and as specified in the Special Conditions of the Agreement,
       1. recruit and retain Service Provider Personnel who have the necessary experience and qualifications to provide Clinic Nursing Services in French; and
       2. verify the French language skills of Service Provider Personnel who provide Clinic Nursing Services in French; and
   16. verify that each Service Provider Personnel who will provide Clinic Nursing Services has obtained a Canadian Police Information Centre computer check and provides an annual offence declaration.
2. The Service Provider acknowledges and agrees that it shall have sole responsibility for hiring, training, management, administration, supervision, discipline and dismissal of Service Provider Personnel.

### 7.5 LHIN Participation in Service Provider Orientation Sessions

1. In order to educate Service Provider Personnel with respect to the LHIN and the role of LHIN Care Coordinators, the LHIN may elect to attend and participate in any Orientation Session.

Participation by the LHIN may include the distribution of LHIN materials to Service Provider Personnel.

1. If the LHIN elects to participate in any Orientation Session, and the LHIN informs the Service Provider that it wishes to participate, the Service Provider shall keep the LHIN informed of the schedule of Orientation Sessions.

### 7.6 Patient Transition Plan

## 7.6.1 Start-up Transition

1. The Service Provider shall implement the LHIN’s transition plan, for the transition of the care of Patients from Other LHIN Providers at the beginning of the Agreement Term.
2. In implementing the LHIN’s transition plan pursuant to SS Section 7.6.1(1), the Service

Provider shall,

* 1. develop and implement a system of status reporting for each Patient when transitioning Patients from the Other LHIN Providers;
  2. cooperate with the LHIN, and the Other LHIN Providers, during the implementation of the transition plan;
  3. communicate to transitioned Patients and, if applicable, Caregivers with respect to a transition in a manner consistent with the LHIN’s transition communication plan;
  4. regularly and in a timely manner, report transition problems to the LHIN; and
  5. attend meetings at a frequency determined by the LHIN to discuss transition issues.

## 7.6.2 End Date Transition

1. If the Service Provider will cease to provide Services to LHIN Patients after the End Date, in the 90 days immediately prior to the End Date, the Service Provider shall carry out the transition of the Patients to whom it has been providing Services to the Other LHIN Providers.
2. The Service Provider shall carry out the End Date transition in accordance with the instructions of the LHIN and shall,
   1. communicate with the LHIN’s Patients, on all transition matters, as generally instructed by the LHIN;
   2. gradually, as instructed by the LHIN, reduce the number of Patients served by the Service Provider prior to the End Date;
   3. refrain, direct and enforce that the Service Provider Personnel refrain from making complaints to Patients about why the Service Provider’s Agreement is terminating;
   4. cooperate with Other LHIN Providers in transitioning Patients, including carrying out joint visits to Patients with the Other LHIN Providers;
   5. in respect of Service Provider Personnel that the Service Provider intends to lay-off or terminate, cooperate with Other LHIN Providers who may wish to retain those employees;
   6. prepare Discharge Reports for all Patients under the care of the Service Provider; and
   7. attend transition meetings at a frequency determined by the LHIN, to discuss transition issues.

### 7.7 Service Provider Policies and Procedures

1. The Service Provider shall implement policies and procedures for the delivery of the Services (the “Service Provider Policies and Procedures”).
2. The Service Provider shall ensure that all Service Provider Personnel understand and follow the Service Provider Policies and Procedures.

### 7.8 Change Management Program

(1) The Service Provider shall implement a change management program which supports the successful implementation and sustainability of defined change.

# SECTION 8 - MEETINGS, COMMUNICATION, PATIENT RECORDS AND ORGANIZATIONAL REPORTING

### 8.1 Meetings between the Service Provider and LHIN

1. The Service Provider shall meet with the LHIN on a quarterly basis, at the LHIN’s request and at the time and place specified by the LHIN, to discuss issues that are not specific to individual Patients, or more frequently at the LHIN’s request.
2. The LHIN may request that the Service Provider assign specific Service Provider

Personnel to attend a meeting. The Service Provider shall assign the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the meeting.

### 8.2 Communication with the LHIN

1. The Service Provider shall reply to all requests from the LHIN for information in accordance with the following deadlines:
   1. for an urgent request, as specified by the LHIN at the time of the request, no later than 30 minutes from the time of the request; and
   2. for all other requests for information, no later than 24 hours from the time of the request.
2. The LHIN may request that specific Service Provider Personnel respond to the LHIN’s request for information. The Service Provider shall make available the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the request for information.
3. The Service Provider may provide feedback to the LHIN with respect to the appropriateness of Referrals, complaints from Patients and Caregivers about the LHIN and general comments regarding the effectiveness of the LHIN Community Services.
4. The Service Provider shall immediately notify the LHIN if an unforeseen event occurs that has affected or may reasonably be expected to affect the Service Provider’s ability or suitability to deliver Clinic Nursing Services including,
   1. the decision of the Service Provider to initiate bankruptcy or insolvency proceedings;
   2. the receipt by the Service Provider of a coroner’s warrant for seizure or a warrant for a coroner’s inquest;
   3. an illegal act is alleged to have been committed by the Service Provider while delivering the Services;
   4. the filing of any mandatory reports by the Service Provider with the governing professional college with respect to any Service Provider Personnel;
   5. the imposition or issuance of an order or decision against a Service Provider Personnel by the governing professional college;
   6. a request for information regarding current or former Patients is made by any Third Party; and
   7. the Service Provider at any time fails to meet the Performance Standards for SS Sections 2.3.1(2) or 2.4.1(3).

### 8.3 Service Provider Audit of Patient Records

The Service Provider shall carry out random audits of Patient Records that are maintained by Service Provider Personnel to ensure that the Patient Records are maintained in accordance with College Standards and Guidelines. Audits shall be carried out at least once per Fiscal Year and shall use a 95% confidence level and a confidence interval of 10% to determine the sample size, of less if agreed to by the LHIN.

### 8.4 Quarterly Reports

1. In addition to the other reports required by the Agreement, the Service Provider shall prepare and deliver to the LHIN a report for each Quarter or Part Quarter (the “Quarterly Report”), that includes,
   1. a performance standard report containing information and analysis with respect to the Service Provider’s performance in relation to the Performance Standard for SS Section 3.2.1(1);
   2. an indicator report setting out the results of the Service Provider’s Quarterly

Indicator monitoring program pursuant to SS Section 7.3(2)(g);

* 1. a report on any innovative approaches to the delivery of Clinic Nursing

Services adopted by the Service Provider;

* 1. a report of the total number of Patient Failures to Attend, on a per Patient basis, for the Quarter or Part Quarter;
  2. a report of the average number of Patients treated per hour each week during the Quarter or Part Quarter;
  3. a report of the actual daily capacity used relative to the Maximum Daily

Capacity (as a percentage) for each day of operation during the Quarter or Part Quarter;

* 1. the results of any corrective action taken pursuant to SS Section 7.3(2)(c); and
  2. a status report on any material or substantive changes to the plans and programs listed in SS Section 7;
  3. the rate of occurrence of Adverse Events attributable to or contributed to by the Service Provider;

1. The Service Provider shall submit each Quarterly Report no later than 30 days after the last day of each applicable Quarter or Part Quarter.

### 8.5 Annual Report

1. The Service Provider shall, no later than July 1 of each year during the Agreement Term, submit to the LHIN an annual report (the “Annual Report”), which shall include,
   1. an executive summary of the results and outcomes of the Service Provider’s performance indicator measurement and tracking pursuant to SS Section 7.3(2)(b) in the preceding Fiscal Year;
   2. an indicator report setting out the results of the Service Provider’s Annual

Indicator monitoring program pursuant to SS Section 7.3(2)(h);

* 1. a performance standard report containing information and analysis with respect to the Service Provider’s performance in relation to the Performance Standards for SS Section 3.2.1(1);
  2. if applicable, written certification that the Service Provider has fulfilled its proxy pay equity obligations in accordance with the *Pay Equity Act*;
  3. a valid certificate of good standing (clearance certificate) issued by the Workplace Safety and Insurance Board, dated no earlier than June 1 of the year of the Agreement Term in which the Annual Report is delivered;
  4. the number of Care Delivery Plan Goals achieved by discharged Patients from

a statistically significant sampling of Patient Records in the applicable Quarter or Part Quarter divided by the number of Care Delivery Plan Goals of discharged Patients in the sampling of Patient Records in the applicable Quarter or Part Quarter;

* 1. a summary of the results of staff satisfaction surveys;
  2. a summary of findings obtained through Patient complaints and Risk Event occurrences and the resulting quality improvement actions to be undertaken by the Service Provider;
  3. compliance with the *French Language Services Act*;
  4. the Service Provider’s continuous quality improvement plan prepared in accordance with SS Section 7.3(1); and
  5. any other information that may reasonably be required by the LHIN.

1. For greater certainty, where a Service Provider has provided Services under the Agreement for a partial Fiscal Year, at the beginning or end of the Agreement Term, the Annual Report shall include the information required in SS Section 8.5(1) for the partial Fiscal Year.

### 8.6 Ministry of Health and Long-Term Care Reports

The Service Provider shall submit to the LHIN a report containing the information

required by the Ministry of Health and Long-Term Care, in the format and frequency required by the Ministry of Health and Long-Term Care.

# SECTION 9 - FRENCH LANGUAGE SERVICE REQUIREMENTS

# 9.1 Compliance with *French Language Services Act*

In accordance with the *French Language Services Act*, the Service Provider shall be obliged to provide all Services in French as instructed by the LHIN and in accordance with SS Sections 9.1.1, 9.1.2, 9.1.3, 9.1.4, and 9.1.5.

## 9.1.1 Delivery of Services in French

1. The Service Provider shall deliver all Clinic Nursing Services to a Patient in French at the instruction of the LHIN and as indicated in the Patient Care Plan.
2. The Service Provider shall ensure that Patients are able to exercise their preference to receive Clinic Nursing Services in French and shall not discourage Patients, directly or indirectly, from asserting their preference to receive Clinic Nursing Services in French.
3. The Service Provider shall ensure that all Service Provider Personnel who will deliver Clinic Nursing Services to a Patient are aware of that Patient’s preference to receive Clinic Nursing Services in French.
4. If required by the Patient Care Plan, the Service Provider shall assign Service Provider Personnel to a Patient who are capable of delivering Clinic Nursing Services in French.
5. If, in exceptional circumstances, the Service Provider cannot assign Service Provider Personnel who can communicate with a Patient in French, the Service Provider shall arrange and pay for interpretation services or communication services necessary to provide Clinic Nursing Services to the Patient.

## 9.1.2 Communication

1. The Service Provider shall be able to answer and respond to all requests from a Patient and, if applicable, a Caregiver, in both English and French. The Service Provider must respond to any correspondence from a Patient in the language of the Patient’s correspondence.
2. The Service Provider shall, at the instruction of the LHIN, provide, to Patients, all forms, consents and written materials produced by the Service Provider in French.
3. Without limiting the generality of SS Section 9.1.2(1), the Service Provider’s receptionist and switchboard staff must be capable of responding to calls in French. In exceptional circumstances, if the receptionist and switchboard staff are not capable of responding to calls in French on a consistent basis, a back-up protocol must be established.

## 9.1.3 Notification and Reporting

The Service Provider shall notify the LHIN Care Coordinator or designate if a Patient

indicates a preference to receive Clinic Nursing Services in French if no such preference is indicated in the Patient Care Plan.

## 9.1.4 Equipment and Supplies

The Service Provider shall provide assessment tools and education materials, where

available and if required in the Patient Care Plan, and any written materials produced by the Service Provider in French.

## 9.1.5 Quality Management Program

The Service Provider’s Patient service monitoring system shall include a plan to evaluate

the satisfaction of Patients receiving Clinic Nursing Services in French.

# SECTION 10 – CLINIC FACILITIES

### 10.1 Applicability of this Section 10

(1) Unless otherwise set out in the Special Conditions, the provisions of this Section 10 apply to this Agreement.

### 10.2 Clinic Facilities

(1) The Service Provider is required to provide the facilities required to operate an ambulatory clinic at the Service Delivery Locations within the areas specified by the LHIN (the “Clinic Facilities”). The Service Provider shall be obliged to provide the Clinic Facilities in accordance with this

Section 10 at no additional cost to the LHIN. For clarity, the Service Provider shall ensure that the

Clinic Facilities include space for the storage of equipment or supplies to be used for the delivery of Services to a Patient and shall ensure that there is sufficient segregation of soiled equipment and supplies.

### 10.3 Procurement of Clinic Facilities

## 10.3.1 Procurement of Space

1. The Service Provider shall procure a space in which to operate an ambulatory clinic in accordance with the policies, procedures and specifications specified by the LHIN and in accordance with Applicable Law and any other requirements set out in the Special Conditions. The LHIN reserves the right to approve the location and layout of any facilities that the Service Provider intends to use to operate a Clinic Facility.
2. The Service Provider shall provide the furnishings for the Clinic Facilities necessary for the delivery of the Services (“Clinic Furnishings”). Clinic Furnishings shall include the items specified, if any, in the Special Conditions of the Agreement. For clarity, the Clinic Furnishings shall not include any Standard Equipment and Supplies or LHIN Equipment and Supplies, as defined in Section 4 of this Services Schedule. The Service Provider shall supply, install and maintain any IT equipment necessary for the delivery of Services at the Clinic Facilities, including telephone and fax systems and internet access. Without limiting the generality of the foregoing, the Service Provider shall supply, install and maintain any additional items set out in the Special Conditions.
3. The Service Provider shall ensure, to the extent permitted by Applicable Law, that the

Clinic Facilities will be provided at the same Service Delivery Location. In the event that the Service

Provider is required to change the location Clinic Facilities due to,

* 1. termination of a lease or sub-lease agreement that is not caused by a default of the Service Provider;
  2. the destruction of the Clinic Facilities or rendering unusable of the Clinic Facilities; or
  3. requirement of Applicable Law,

(collectively, a “Location Change”),

the Service Provider shall provide the LHIN with 90 days’ prior written notice of the Location Change and shall ensure that the replacement Clinic Facilities comply with the requirements of this Agreement. Furthermore, the Service Provider is prohibited from commencing the delivery of Clinic Nursing Services at the new Clinic Facilities until at least 90 days after the delivery of the notice of Location Change to the LHIN pursuant to this SS Section10.3.1(2). If the new location of the Clinic Facilities is not acceptable to the LHIN, the LHIN may, in accordance with GC Section 12.1.1, issue a LHIN Notice of Termination for Convenience immediately and the notice provisions of GC 12.1.1 shall not apply to such LHIN Notice of Termination for Convenience.

1. For greater certainty, the Service Provider is not permitted to change the location of the Clinic Facilities except in accordance with SS Section 10.3.1(2).
2. If the Clinic Facilities are leased or sub-leased by the Service Provider, the Service Provider shall ensure that the lease or sub-lease governing the Clinic Facilities (the “Facilities Lease”) agreement permits the operation of the Service Delivery Location and the delivery of the Clinic Nursing Services in accordance with this Agreement. The Service Provider shall ensure that any Facilities Lease provides that the LHIN (or a designate or assignee of the LHIN) is entitled to take an assignment of the Facilities Lease, subject to the landlord’s consent, acting reasonably. Furthermore, the Service Provider shall not terminate a Facilities Lease without the consent of the LHIN, which consent shall not be unreasonably withheld. The Service Provider shall, at the request of the LHIN, provide the LHIN with a copy of the Facilities Lease (or similar agreement) for the purpose of approving it and for ensuring compliance with this SS Section 10.3.1(5).
3. The Service Provider shall ensure that the Clinic Facilities are reasonably accessible to public transportation and have availableparking. The Service Provider shall ensure that the Clinic Facilities are in an area where the public generally travels and in proximity to other community services.
4. The Service Provider shall ensure that the Clinic Facilities have washroom facilities, including a wheelchair accessible washroom, for the use of Patients and Caregivers at the Service Delivery Location.

## 10.3.2 Cost of the Clinic Facilities

1. All costs incurred in the procurement, maintenance, staffing and operation of the Clinic Facilities shall be the sole responsibility of the Service Provider. For greater certainty, these costs shall include all lease, rent, mortgage or interest costs, capital costs, utilities, and taxes.
2. The Service Provider shall perform and, where desirable, contract for all things necessary for the proper and efficient operation, maintenance, cleaning, repair and management of the Property and the performing of every other reasonable act whatsoever in or about the Clinic Facilities to carry out the Clinic Nursing Services in accordance with this Agreement and a no extra cost to the LHIN. The Service Provider shall ensure that the Clinic Facilities have an emergency back-up system.
3. The Service Provider shall perform all repairs to be made to the Clinic Facilities and all alterations which may become necessary or desirable pursuant to the policies and procedures specified by the LHIN or required by Applicable Law at no extra cost to the LHIN.

### 10.4 Maintenance of the Clinic Facilities

1. The Clinic Facilities shall be suitable for the delivery of the Clinic Nursing Services at the Service Delivery Location in accordance with this Agreement and Applicable Law.
2. Without limiting the generality of SS Section 10.4(1), the Service Provider shall ensure that,
   1. the interior and exterior areas of the Clinic Facilities are kept clean, and where open to the elements, reasonably free from snow and ice and maintaining the landscaping of the Clinic Facilities;
   2. arrange and supervise adequate security for the physical protection of the Clinic Facilities, and when necessary, for the control of vehicular and pedestrian access and egress;
   3. the Clinic Facilities are heated and cooled to reasonable temperatures, according to the season, and causing the heating, ventilating and air conditioning equipment to be operated, maintained and kept in repair;
   4. the Clinic Facilities, or the building where the Clinic Facilities are located, have reasonable access to waste disposal;
   5. all cleaning, janitorial and linen services, including daily waste disposal, required for the operation of the Clinic Facilities are provided;
   6. adequate quantities of electricity, water and all other utilities within the Clinic Facilities are provided; and
   7. standard health protection and infection control procedures are implemented at the Clinic Facilities (for example, best practices established by the Provincial Infectious Diseases Advisory Committee).
3. Without limiting the Service Provider’s obligations under GC Section 3.5, the Service Provider shall ensure that all biohazardous waste that is generated at the Clinic Facilities is picked up and stored in accordance with Applicable Law and shall ensure that the Service Provider is registered in accordance with Applicable Law as a waste generator.

### 10.5 Access to the Clinic Facilities

1. The Service Provider shall ensure that the Clinic Facilities are accessible by Patients, Caregivers and other Persons during the Hours of Operation.
2. To extent permitted at the Clinic Facilities, the Service Provider shall prominently display all signage provided by the LHIN for the Service Delivery Location. The Service Provider shall not display any additional signage without the prior written consent of the LHIN.
3. Without limiting the Service Provider’s obligations under GC Section 3.13, the Service Provider shall ensure that the Clinic Facilities comply with the Accessibility Act. For the purpose of implementing the Service Provider’s obligation under this SS Section 10.5(3), the Service Provider shall comply with the requirements that would apply to an ambulatory clinic operated by the LHIN (rather than the Service Provider).

### 10.6 Insurance and Liability

## 10.6.1 Limitation of Liability

In no event shall the LHIN be liable to the Service Provider or any Third Party or any other Person for any direct or indirect, special, punitive, incidental, consequential or any other losses or damages whatsoever arising out of, relating to or in connection with, in any manner, the procurement, maintenance or operation of the Clinic Facilities or the use of the Clinic Facilities by Patients, Caregivers or any other Persons, whether based in law or equity, even if the LHIN has been advised of the possibility of such damages.

## 10.6.2 Insurance

1. In addition to the requirements set out in GC Section 9.2, the Service Provider shall maintain in full force and effect during the Agreement Term, at its own expense, a general liability and property damage policy in amounts which are reasonable and prudent in respect of the Clinic Facilities and required by the terms of the Facilities Lease, as applicable, and which shall include the following terms:
   1. a clause that includes the LHIN and the LHIN’s employees, independent contractors and agents as additional named insureds;
   2. a clause that includes all Subcontractors as additional insureds;
   3. a cross-liability insurance clause endorsement acceptable to the LHIN; and
   4. a clause requiring the insurer to provide 30 days prior written notice to the LHIN in the manner set forth in the policy in the event of the termination.
2. All of the provisions of GC Section 9.2 shall apply, *mutatis mutandis*, to this SS Section

10.6.2.

### 10.7 Inspection of Clinic Facility

(1) The LHIN shall have the right to inspect the Clinic Facilities at any time and without notice to the Service Provider to ensure compliance with this Agreement and Applicable Law.

# SECTION 11 – LHIN CLINIC

### 11.1 Applicability of this Section 11

(1) Unless otherwise set out in the Special Conditions, the provisions of this Section 11 apply to this Agreement.

### 11.2 LHIN Clinic Facilities

(1) The LHIN is required to provide the facilities required to operate an ambulatory clinic at the Service Delivery Locations within the areas specified by the LHIN (the “Clinic Facilities”). The LHIN shall ensure that the Clinic Facilities include space for the storage of equipment or supplies to be used for the delivery of Services to a Patient and shall ensure that there is sufficient space for the segregation of soiled equipment and supplies at the Clinic Facilities.

### 11.3 Provision of Clinic Facilities

1. Without limiting Section 4.2, the LHIN shall provide the following supplies, equipment and furnishings for the Clinic Facilities (“Clinic Furnishings”):
   1. chairs for the waiting room;
   2. a treatment chair for Patients receiving infusion therapy, if applicable;
   3. treatment beds;
   4. desk including a pedestal with drawers;
   5. table and chairs for staff room;
   6. lockable storage cabinet;
   7. refrigerator for cold chain and appropriate thermometer;
   8. paper for examining tables;
   9. surface disinfectants;
   10. privacy curtains;
   11. step stools for each Patient room; (l) waste and recycling receptacles; and

(m) Biomedical Waste containers.

1. Subject to SS Sections 4.2 and 11.3 (1), the Service Provider shall provide all equipment, supplies and furnishings (including, for clarity, the Standard Equipment and Supplies) necessary for the delivery of the Services, including for clarity the following items:
   1. computer(s);
   2. printer;
   3. fax;
   4. telephone(s);
   5. secure storage capacity for Patient Records;
   6. stationery;
   7. refrigerator for staff use (if applicable); and
   8. staff room furnishings.
2. The LHIN shall supply, install and maintain the wiring or IT equipment necessary for the connection of telephones, fax lines and internet. The Service Provider shall be responsible for contracting with third party service providers and payment for telephone services, fax services and internet services.
3. The LHIN shall make best efforts to ensure, to the extent permitted by Applicable Law, that the Clinic Facilities will be provided at the same Service Delivery Location. In the event that the LHIN is required to change the location Clinic Facilities (a “Location Change”) the LHIN shall provide the Service Provider with 90 days’ prior written notice of the Location Change and shall ensure that the replacement Clinic Facilities comply with the requirements of this Agreement.
4. The LHIN shall ensure that the Clinic Facilities are reasonably accessible to public transportation and have availableparking. The LHIN shall ensure that the Clinic Facilities are in an area where the public generally travels and in proximity to other community services.
5. The LHIN shall ensure that the Clinic Facilities have washroom facilities, including a wheelchair accessible washroom, for the use of Patients and Caregivers at the Service Delivery Location.

## 11.3.2 Cost of the Clinic Facilities

1. All costs incurred in the procurement and maintenance of the Clinic Facilities shall be the sole responsibility of the LHIN. For greater certainty, these costs shall include all lease, rent, mortgage or interest costs, capital costs, utilities (except for IT services as set out in Section 11.3(3)), and taxes.
2. The LHIN shall perform and, where desirable, contract for all things necessary for the proper and efficient operation, maintenance, cleaning, repair and management of the property. The LHIN shall ensure that the Clinic Facilities have an emergency back-up system.
3. The LHIN shall perform all repairs to be made to the Clinic Facilities and all alterations which may become necessary or desirable, at the sole discretion of the LHIN, or as required by Applicable Law.

### 11.4 Maintenance of the Clinic Facilities

1. The Clinic Facilities shall be suitable for the delivery of the Clinic Nursing Services at the Service Delivery Location in accordance with this Agreement and Applicable Law.
2. Without limiting the generality of SS Section 11.4(1), the LHIN shall ensure that,
   1. the interior and exterior areas of the Clinic Facilities are kept clean, and where open to the elements, reasonably free from snow and ice and maintaining the landscaping of the Clinic Facilities;
   2. arrange and supervise adequate security for the physical protection of the Clinic Facilities, and when necessary, for the control of vehicular and pedestrian access and egress;
   3. the Clinic Facilities are heated and cooled to reasonable temperatures, according to the season, and causing the heating, ventilating and airconditioning equipment to be operated, maintained and kept in repair;
   4. all cleaning, janitorial and linen services required for the operation of the Clinic Facilities are provided;
   5. adequate quantities of electricity, water and all other utilities within the Clinic Facilities are provided; and
   6. standard health protection and infection control procedures are implemented at the Clinic Facilities (for example, best practices established by the Provincial Infectious Diseases Advisory Committee).
3. The LHIN shall ensure that the Service Provider has reasonable access to waste disposal at the Clinic Facilities or on the property. The Service Provider shall dispose of all waste generated by the operation of the Clinic Facilities on a daily basis.
4. Without limiting the Service Provider’s obligations under GC Section 3.5, the Service Provider shall ensure that all biohazardous waste that is generated at the Clinic Facilities is picked up and stored in accordance with Applicable Law and shall ensure that the Service Provider is registered in accordance with Applicable Law as a waste generator.

### 11.5 Access to the Clinic Facilities

1. The LHIN shall ensure that the Clinic Facilities are accessible by Patients, Caregivers and other Persons during the Hours of Operation.
2. To extent permitted at the Clinic Facilities, the LHIN shall prominently display all signage for the Service Delivery Location. The Service Provider shall not display any signage at the Clinic Facilities without the prior written consent of the LHIN.
3. Without limiting the Service Provider’s obligations under GC Section 3.13, the LHIN

shall ensure that the Clinic Facilities comply with the *Accessibility Act*.

### 11.6 Insurance and Liability

## 11.6.1 Limitation of Liability

In no event shall the LHIN be liable to the Service Provider or any Third Party or any other Person for any direct or indirect, special, punitive, incidental, consequential or any other losses or damages whatsoever arising out of, relating to or in connection with, in any manner, the operation of the Clinic Facilities or the use of the Clinic Facilities by Patients, Caregivers or any other Persons, whether based in law or equity, even if the LHIN has been advised of the possibility of such damages.

## 11.6.2 Insurance

(1) the LHIN shall maintain in full force and effect during the Agreement Term, at its own expense, a general liability and property damage policy in amounts which are reasonable and prudent in respect of the Clinic Facilities and required by the terms of the Facilities Lease, as applicable, and which shall include a clause that includes the Service Provider and the Service Provider’s employees, independent contractors, Subcontractors and agents as additional named insureds.

### 11.7 Inspection of Clinic Facility

(1) The LHIN shall have the right to inspect the Clinic Facilities at any time and without notice to the Service Provider to ensure compliance with this Agreement and Applicable Law.

### 11.8 Termination of LHIN Clinic Facility

(1) The LHIN may, in its sole discretion, close a Clinic Facility. The LHIN shall give the Service Provider two monthswritten notice prior to any closure of a Clinic Facility and, after such closure, shall discontinue sending Referrals to the Service Provider for Clinic Nursing Services at the Clinic Facility.

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