

**MINISTRY OF LONG-TERM CARE – ONTARIO HEALTH
ACCOUNTABILITY AGREEMENT
DECEMBER 1, 2021 – MARCH 31, 2024**

BETWEEN:

**Her Majesty the Queen in right of Ontario as represented by the
Minister of Long-Term Care**

- and -

Ontario Health

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MLTC – ONTARIO HEALTH ACCOUNTABILITY AGREEMENT

DECEMBER 1, 2021 – MARCH 31, 2024

BETWEEN:

**Her Majesty the Queen in right of Ontario as represented by the
Minister of Long-Term Care (the “MLTC”)**

- and -

Ontario Health (the “Agency”)

Introduction

The *Connecting Care Act, 2019* and its regulations, the Strategic Priorities Letter from the Minister of Long-Term Care, and this Accountability Agreement make up the key elements of the accountability framework between the MLTC and the Agency and this Agreement should be read together with the Memorandum of Understanding (MOU) entered into between the Minister of Health and the Agency.

The Agreement establishes the respective obligations of the MLTC and the Agency relating to operational, performance, and funding expectations in respect of long-term care homes that are not already addressed under the CCA. The Agreement is an accountability agreement for the purposes of section 19 of the CCA and pertains to long-term care home program management. In turn, the Agency holds long-term care homes accountable for operational, performance and funding expectations through Service Accountability Agreements and other funding and performance agreements.

The Agreement recognizes that the MLTC and the Agency have a joint responsibility to improve health outcomes and care experiences for individuals who are residents of long-term care homes, and to effectively oversee the use of public funds in a fiscally sustainable manner. The MLTC and the Agency will work together to support a health care system that is: (i) focused on the quadruple aim; (ii) accountable for delivering results; and (iii) enabled to innovate and continuously improve. This includes a long-term care home system that is focused on integration within the broader care continuum, quality of care, performance, oversight and accountability, and physical infrastructure.

Term of the Agreement

1. The Agreement is effective December 1, 2021 to March 31, 2024 covering the 2021-2022, 2022-2023, and 2023-2024 Fiscal Years.

Principles

2. **Both Parties** agree to a core set of principles that underlie all roles and obligations under this Agreement. These principles describe how the MLTC and the Agency will work together:

- a) The experiences of residents, their families, their caregivers, and front-line providers in the LTCH system will be the primary focus;
- b) The diverse needs of individuals and communities will be recognized and respected. This includes:
 - Recognizing and respecting the role of Indigenous peoples in the planning, design, delivery, and evaluation of LTCH services for their communities;
 - Recognizing and respecting the requirements of the FLSA in the planning, design, delivery, and evaluation of LTCH services for Ontario's French-speaking communities; and
 - Improving health equity, inclusion, diversity, and striving to end racism as a top priority for both parties and subsequently for all Delivery Organizations;
- c) Quality data, best available evidence, and the voices of those that the Parties serve will be applied to decision making; and
- d) Long-term care delivery integration opportunities will be pursued in order to advance more efficient, connected, and coordinated care.

Accountability Framework

3. The MLTC will:

- a) Establish and communicate provincial priorities, strategies and supporting initiatives for long-term care and consult the Agency as appropriate;
- b) Develop and issue provincial policies, program parameters, directives, and guidelines that apply to the Agency and Delivery Organizations and consult with the Agency as appropriate;
- c) Assist the Agency to address issues in a timely manner that the Agency identifies that require MLTC or Government resolution, decision or actions;
- d) Lead the coordination across Government Ministries where multiple Ministries are accountable for achieving a desired outcome as it relates to long-term care priorities; and
- e) Provide the Agency with administrative support to flow funding to each LTCH as required to assist the Agency in meeting its LTCH program requirements, as set out in this Agreement.

4. The Agency will:

- a) Manage the performance of the LTCH system in accordance with the CCA, through the terms of the SAAs, guided by provincial priorities, and in alignment with the principles set out in this Agreement; for greater clarity, performance management is described in section 9;
- b) Work with the MLTC, LTC HSPs and other long-term care stakeholders, including resident, and family and caregiver representatives, and the broader community including Francophone community as appropriate to implement provincial priorities and strategies;
- c) Require that Delivery Organizations meet the Agency and MLTC planning and reporting requirements to ensure alignment with FLHS obligations as outlined in SAAs;
- d) For recommendations identified within provincial reports, including recommendations from the Office of the Auditor General of Ontario, support the MLTC and Delivery Organizations in addressing, responding and/or implementing recommendations and address, respond and/or implement all recommendations addressed to the Agency;
- e) Provide advice to the MLTC as requested;
- f) Report and provide information to the MLTC and the MOH as set out in the Schedules;
- g) Work with the MLTC to support FLHS data collection;

- h) Work with MLTC to support the development of access to French services in LTCHs in accordance with the requirements of the FLSA and obligations outlined in the Guide to FLHS;
- i) Operate within its approved budget allocation in fulfilling its mandate; and
- j) Use the Funds only for the purpose of carrying out the requirements defined in this Agreement and the Strategic Priorities Letter.

General Obligations and Oversight

- 5. The **MLTC** will:
 - a) Retain its compliance, inspection and enforcement authorities under applicable law; and
 - b) Share relevant information with the Agency as soon as reasonably possible on matters related to compliance, inspection and enforcement in LTCHs, as permitted by law.
- 6. The **Agency** will:
 - a) Carry out work to establish and modernize processes for SAAs, consulting with the MLTC as appropriate;
 - b) Work with Delivery Organizations, consulting the MLTC as appropriate, to implement and achieve provincial priorities;
 - c) Require that Delivery Organizations follow any policies, directives, guidelines and other requirements established by Government; and
 - d) Manage the performance of Delivery Organizations which includes:
 - i) Where necessary, identification and implementation of measures to support improved performance in accordance with the terms of the SAAs;
 - ii) Informing the MLTC of non-compliance by any Delivery Organization with:
 - 1) a SAA, that has not been resolved to the Agency's satisfaction; or
 - 2) applicable law
 as soon as reasonably possible or as required under law;
 - iii) Exercise its legislative and contractual authorities as necessary or as required under law, including conducting or requiring audits and reviews of Delivery Organizations; and
 - iv) Inform the MLTC when it becomes aware of any of the following concerning a LTC HSP:
 - 1) The LTC HSP is experiencing financial issues;
 - 2) There is risk to resident health and/or safety; or
 - 3) The results of an audit or review conducted or required by the Agency identify problems or issues.

Fulfilment of Objects and Obligations under the CCA

- 7. The **Agency** acknowledges that the LTCH system is an integral part of Ontario's overall health care system.
- 8. The **Agency** will:
 - a) When fulfilling its objects and obligations under the CCA, ensure that provincial LTCH priorities and initiatives are included in the SAAs, particularly in the following areas:
 - i. Community Engagement:
 - 1) Indigenous Engagement;
 - 2) French Language Health Services;
 - 3) Resident, Family/Caregiver, and Community Engagement; and
 - 4) Priority, underserved, and vulnerable populations;

- ii. **Digital Health:** The **Agency** will include Digital Health commitments in the SAAs requiring LTC HSPs to:
 - 1) comply with technical and information management standards, including those related to data, architecture, technology, privacy and security;
 - 2) make best efforts to implement and use approved provincial digital health solutions; and
 - 3) include in its annual planning submissions, plans for achieving priority initiatives as defined by the MLTC and the Agency;
- b) With respect to **Palliative Care**, act as a principal advisor to the MLTC on quality, coordinated palliative care in the long-term care sector. In fulfilling its obligations and responsibilities with respect to the Ontario Palliative Care Network under the Ministry of Health-Ontario Health Integrated Accountability Agreement, the Agency will ensure that long-term care is included in its actions taken as part of its broader system mandate;
- c) With respect to **Information Management, Data and Analytics**, obtain and incorporate necessary information from LTC HSPs and from the MLTC, in order to allow it to fulfil its reporting or other obligations and other requirements set out in Schedule 1; and
- d) With respect to **Quality**, require LTC HSPs to submit an annual Quality Improvement Plan (QIP), through the SAAs, that is aligned with provincial LTCH priorities.

MLTC-Agency Performance Management

9. Both Parties:

- a) Recognize that issues will arise that will require timely and joint MLTC-Agency problem-solving, decision-making and action;
- b) Will follow a proactive and responsive approach to performance improvement that is proportionate to the risk of non-performance;
- c) Are committed to continuous quality and service improvement;
- d) Will provide written notice to the other Party about any matter that could significantly affect either Parties' ability to perform their obligation under the Agreement (a "Performance Factor") as soon as reasonably possible. Notice will include a description of the Performance Factor, any remedial action the Party has taken or plans to take to remedy the Performance Factor. The receiving Party shall acknowledge receipt of the notice within ten (10) business days of the date of the notice;
- e) Will meet within 30 days of the date of the notice of the Performance Factor to discuss:
 - i. The root causes of the Performance Factor;
 - ii. The potential impact including any financial risk and risks to achieving the obligations of the Agreement;
 - iii. The mitigation plan; and
 - iv. Whether revisions or amendments to a party's performance obligations are required; and
- f) Will work together to resolve an identified Performance Factor which may include, in addition to any other remedies:
 - i. Situational performance reporting and review meetings;
 - ii. Performance improvement plan; and
 - iii. Recommendations on policy issues that impact on the Agency's mandate.

Issues Resolution Principles and Process

10. **Both Parties** will:

- a) Use their best efforts to avoid issues and disputes by clearly articulating expectations and establishing clear lines of communication;
- b) Designate an individual who shall be the Agreement lead for that Party and the primary point of contact in connection with the Agreement and shall be the first point of contact for the resolution of any issues or disputes (the Agreement lead must be an Assistant Deputy Minister or Vice President equivalent); and
- c) Use their best efforts, working through their respective Agreement leads to resolve any issues or disputes in a collaborative manner through informal discussion and resolution. To facilitate and encourage this informal process, the Agreements leads, working with other individuals involved in the issue or dispute shall use their best efforts to jointly develop a written statement describing the relevant facts and events and listing options for resolution. If these efforts do not lead to a resolution, the matter may be referred to the MLTC Deputy Minister and the Agency's Chief Executive Officer.

11. The **Parties** agree that:

- a) The timely exchange of information and consultation is essential to success in discharging their respective responsibilities;
- b) They will consult with each other on public communication strategies and publications; and
- c) They will keep each other informed of the results of stakeholder and other public consultations and discussions.

12. The **Agency** will keep the MLTC advised, in a timely manner, of events or issues, including but not limited to contentious issues, media responses, and news releases that concern or can be reasonably expected to concern the MLTC, or are likely to result in inquiries being directed to the MLTC.

13. The **Parties** may develop a Public Communications Protocol for ongoing communications and issues management.

Schedules

14. As of the date of execution, the Agreement is comprised of the following Schedules:

- a) Schedule "1" Program Requirements;
- b) Schedule "2" Funding and Allocations;
- c) Schedule "3" Performance;
- d) Schedule "4" Reporting; and
- e) Schedule "5" Definitions.

15. The **MLTC** may, at any time, in consultation with the Agency, provide a revised or additional Schedule. Unless the Agency objects to the revised or additional Schedule in accordance with section 16, any revised or additional Schedule shall be deemed to be part of this Agreement for the period of time to which it relates.

16. The **Agency** must provide any objection to a revised or new Schedule to the MLTC in writing within 30 days of the Agency receiving the Schedule. If the Agency objects, then,
- a) in the case of a revised Schedule, the original Schedule continues to govern; and
 - b) in the case of a new Schedule, it will not apply; and
 - c) In both cases the Parties shall refer the dispute to the process set out in section 10. If after following the process set out in section 10 the Parties have not agreed on the new or revised Schedule as the case may be, the provisions of section 19 (3) of the CCA shall apply.

Transition

17. Any schedule or instrument which the Ministry provided to the Agency before December 1, 2021 to provide funding for the 2021-22 Fiscal Year, including the previous interim Ontario Health Accountability Agreement with MLTC effective April 15, 2021 and any amendments thereto, and any associated terms and conditions, shall be deemed to be continued under this Agreement.
18. Any schedule or instrument which the Ministry provides to the Agency after December 1, 2021, which purports to amend the interim Ontario Health Accountability Agreement with MLTC effective April 15, 2021, shall be deemed to amend this Agreement and form part of the applicable schedule referred to under section 14.

New MLTC-Agency Accountability Agreement

19. **Both Parties** will:
- a) Enter into a new agreement under section 19 of the CCA to be effective upon expiry of the Agreement. If the new agreement is not signed by the Parties by April 1, 2024, the Agreement, except for any funding or Schedule that is time limited, will continue in force until the new agreement is signed or the Minister sets the terms of the agreement in accordance with subsection 19(3) of the CCA; and
 - b) Review the Agreement, including the Schedules, annually and update them as necessary.

General

20. Subject to the exception set out in sections 15 and 16, any amendment to the Agreement will only be effective if it is in writing and signed by the authorized representative(s) of each Party.
21. The Agency will not assign any duty, right or interest under the Agreement without the prior written consent of the MLTC.
22. If a due date for materials falls on a weekend or on a holiday recognized by the MLTC, the materials are due on the next business day.
23. Each party will inform the other as soon as is reasonably possible when a due date for materials will not be met.
24. Each Schedule applies to the 2021-24 Fiscal Years, unless stated otherwise in a Schedule.

Some of the performance obligations in a Schedule may apply only to one Fiscal Year, as stated in that Schedule.

25. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the provisions of an applicable statute or regulation, or applicable Government directive, the provisions of the statute or regulation, or applicable Government directive, shall prevail to the extent of the conflict or inconsistency.
26. In the event of any conflict or inconsistency between the terms and conditions in the main body of the Agreement and the terms and conditions in any one or more of the Schedules, the MLTC shall determine which terms and conditions shall apply.
27. Any references in this Agreement to the LTCHA or to specific provisions of the LTCHA shall be deemed to include references to any legislation that succeeds or replaces the LTCHA and to any corresponding provisions thereof.
28. In the Agreement, words in the singular include the plural and vice versa.
29. The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws in Canada. Any actions or proceedings arising in connection with this agreement shall be conducted in Ontario.

[Agreement continues on next page.]

30. Each Party will communicate with the other about formal notices pertaining to the Agreement through the following persons:

To the MLTC:

Ministry of Long-Term Care
Long-term Care Operations Division
8th Floor, 438 University Ave,
Toronto ON M7A 1N3

Attention: Assistant Deputy Minister
Long-Term Care Operations Division

Telephone: 647-282-9708

E-mail: jeff.butler@ontario.ca

With a copy to:

Ministry of Long-Term Care
Long-term Care Operations Division
8th Floor, 438 University Ave,
Toronto ON M7A 1N3

Attention: Director, Operational Policy and
Implementation Branch

Telephone: 647-710-3671

E-mail: anita.hooper@ontario.ca

To the Agency:

Ontario Health
525 University Ave., 5th Floor
Toronto ON M5G 2L3

Attention: Ontario Health Board Chair

Telephone: (416) 409-9745

E-mail: Bill.Hatanaka@ontariohealth.ca

With a copy to:

Ontario Health
525 University Ave., 5th Floor
Toronto ON M5G 2L3

Attention: Ontario Health President and Chief
Executive Officer

Telephone: (437) 346-6144

E-mail: Matthew.Anderson@ontariohealth.ca

**Her Majesty the Queen in right of Ontario as
represented by the Minister of Long-Term Care:**

Minister of Long-Term Care

Date

Ontario Health

Board Chair, Ontario Health

Date

SCHEDULE 1: PROGRAM REQUIREMENTS

Funding

1. The **MLTC** will:
 - a) Receive advice and recommendations from the Agency as it relates to investments in the LTCH sector;
 - b) Determine the amount of funding that the Agency may provide to a Delivery Organization unless MLTC decides, within its sole discretion, to allow the Agency to determine the amount of funding to be provided to a Delivery Organization;
 - c) Determine whether the Agency will be required to apply any particular terms and conditions to any funding that the Agency provides to a Delivery Organization;
 - d) At its discretion, provide Supplementary Funding;
 - e) Determine the development funding and the LTC HSPs that will receive the funding, including any conditions on the funding and the number of beds for which the LTC HSP will receive the funding;
 - f) Directly fund basic transition support, planning grant, and development grants to LTC HSPs;
 - g) Where LTCH beds are approved to receive development funding, provide the CFS per diem and orientation funding to the Agency; and
 - h) Work with the Agency to review and modernize MLTC funding past practices.

2. The **Agency** will:
 - a) Provide advice and recommendations to the MLTC as it relates to investments in the LTCH sector;
 - b) Provide and reconcile the funding provided under clause 1(b) and 1(d) of this Schedule, as applicable, pursuant to the terms of a SAA that is consistent with and requires adherence to the Funding Policies and any additional terms and conditions. For greater certainty, the Agency may not provide any more funding to Delivery Organizations than is identified in clause 1(b) and 1(d) of this Schedule, except as permitted by the Funding Policies and this Schedule;
 - c) Provide the development funding, except for any funding referred to in clause 1(f), to LTC HSPs for each approved or licensed LTCH that is identified in clause 1(g) of this Schedule and operated in accordance with MLTC's condition of funding, applicable law or Development Agreement; and

- d) Ensure that every SAA entered into between the Agency and each LTC HSP contains an obligation on the Agency to provide the CFS per diem to the LTC HSP for the length of time set out in the particular Development Agreement for the particular beds.
3. If a LTC HSP's licensed bed capacity changes (for example, where one or more beds are closed, the license expires, or the license is surrendered or revoked under the LTCHA) the Agency may seek to reallocate the funding within the Agency's LTCH allocation, and the MLTC may approve the use of some or all of the funding available as a result of the change on terms and conditions determined by the MLTC provided the funds are used only for LTCH purposes.

Information Management, Data, and Analytics (IMDA)

4. Both Parties will:

- a) Partner in the development of a framework for the strategic management of Ontario's health data as it pertains to their respective mandates in order to:
 - i. Support strategies and policies for alignment of the OH information management strategy and privacy framework with the Ministry's Long-Term Care information mandate;
 - ii. Support access to authoritative data, data integration provisions and requirements, data quality, data lifecycle management for data holdings and streamlining the acquisition, collection, and access of authoritative data across OH and existing data partners; and
 - iii. Ensure alignment of quantitative analysis and methodologies where necessary to support development of key metrics, KPIs, and analytics to measure/inform OH plans and Ministry priorities.

5. The Ministry will:

- a) Determine priorities, including but not limited to, data and related topics of inventory, management, standards (e.g., Pan-Canadian standards and/or those standards set by the Ministry and/or Ontario information and Data governance bodies), integration, quality, governance, analytics, privacy, and security;
- b) Communicate applicable policies, processes, standards, requirements, mechanisms, timelines, and issues as they relate to priorities and current and applicable strategies to the Agency; and
- c) Lead the development of analytic methodology and collaborate with the Agency and other stakeholders.

6. The Agency will:

- a) Provide the Ministry with an annual inventory, of the Agency's data assets (including data fields and descriptions), data reports, data information systems and data repositories, as shared with the Ministry of Health;
- b) Provide Ministry with supporting operational documents for Information Management and data management for data assets, data information systems and data repositories, as shared with the Ministry of Health;
- c) Require Delivery Organizations through the SAA, to submit Data information as communicated by the Ministry, to the Ministry or a third party;

- d) Inform and collaborate with the Ministry and health system partners to address any related issues, as required;
- e) Require Delivery Organizations through the SAA, to make best efforts to meet the integrated information management, data management and analytic targets, data quality and submission timelines; and,
- f) Inform and consult the Ministry about key analytic / reporting initiatives and share results, as shared with the Ministry of Health.

Long-Term Care Home Development

7. The **MLTC** will:

- a) Identify and develop policies and processes surrounding LTCH Development including determination of any terms and conditions of funding and a process for the scheduling of redevelopment projects; and
- b) Establish:
 - i. MLTC, Agency and LTC HSP roles and responsibilities related to LTCH Development;
 - ii. Areas requiring Agency input; and
 - iii. Performance management, monitoring and evaluation processes.

8. The **Agency** will:

- a) Fulfill requirements as may be identified under paragraph 7 of this Schedule, and work with LTC HSPs to coordinate implementation of LTCH Development;
- b) Require LTC HSPs to develop appropriate plans for ensuring the continuity of service when undertaking a redevelopment project, including any transitional strategies; and
- c) Provide input related to LTCH Development as requested by the MLTC related to:
 - i. Proposed development projects including identification of LTCH bed capacity and current or predictable demand for LTCH beds;
 - ii. Location of LTCH Development projects;
 - iii. Identification of linkages to Agency priorities and local health service needs and system strategies;
 - iv. The MLTC's policies and processes relating to LTCH Development; and
 - v. Any other matters identified by residents and caregivers, the MLTC, the sector providers, and best practices and innovations.

Assignment of LTC Service Agreement

9. Where the MLTC has entered into an Acknowledgement and Consent Agreement with a LTC HSP and one or more lenders of the LTC HSP (Lender) prior to the proclamation of the LTCHA, the **Agency** will treat the MLTC's consent to assign the Service Agreement under the Acknowledgement and Consent Agreement as if the MLTC had provided the consent on behalf of the Agency.
10. Where an Acknowledgement and Consent Agreement or a Development Agreement between the MLTC and the LTC HSP provides that the MLTC will request the Agency (including, where applicable, any local health integration network as its funding predecessor) to consent to an assignment of the Service Agreement, to the Lender or person designated by the Lender, the **Agency** will consent to the assignment of the Service Agreement to that person where the MLTC so requests, and the consent shall be subject to terms and conditions similar to those of the Acknowledgement and Consent Agreement or the Development Agreement as the case may be.
11. In addition, the **Agency** will not unreasonably withhold consent requested from a Lender, or from a receiver or receiver and manager appointed by a Lender or by a court order, to assign its or the LTC HSP's rights, title and interest in the Service Agreement, the funding thereunder, or any part thereof or interest therein to another party, subject to all applicable legislative requirements.
12. Where the **MLTC**
 - a) Has entered into a Development Agreement with a LTC HSP or a proposed LTC HSP (an Operator);
 - b) Has consented to the grant of a security interest to a Lender under the Development Agreement; and
 - c) Has directed the Agency to consent to the assignment of the Operator's rights under a SAA,then the **Agency**,
 - d) Shall deliver to the Lender a commitment, in the MLTC's standard form, to provide the Agency's consent to the assignment of the Operator's rights under the SAA between the Operator and the Agency;
 - e) Upon the grant of a licence to the Operator in respect of the LTCH, and for so long as a CFS per diem is to be paid in respect of the LTCH, shall consent to the grant of a security interest in the SAA between the Agency and the Operator in respect of the LTCH, provided that:
 - i. The security interest in the SAA may only be exercised together with the exercise of a security interest in the licence for the beds; and
 - ii. The security interest is subject to all applicable statutory requirements and restrictions, including section 107 of the LTCHA and sections 1(2), 21 and 22 of the CCA; and

- f) Shall amend section 15.8 (or other applicable section) of the SAA in respect of the LTCH to remove the following sentence: “No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor.”

Beds in Abeyance

- 13. The **MLTC** will review and may approve Beds in Abeyance applications from the Agency in accordance with the Beds in Abeyance policy.
- 14. Should the Agency wish to reallocate funding in the event that an application is approved, the **Agency** will seek approval from the MLTC to reallocate funding within its LTCH allocation. MLTC may grant the Agency permission to temporarily use the amount of funding available as a result of any approved Beds in Abeyance applications provided the funding may only be used for LTCH purposes. If the MLTC approves the Agency’s request, the Agency may use the funding in accordance with the approval, including any conditions that may attach to the approval.

Short-Stay Program Beds

- 15. The **MLTC** will set the conditions for the operation of Short-Stay Respite Beds, Convalescent Care Beds, Interim Beds and any other classification of short stay beds.
- 16. The **Agency** will:
 - a) Provide advice to MLTC, based on community needs, to support the setting of conditions for the operation of Short-Stay Respite Beds, Convalescent Care beds, Interim Beds and any other classification of short-stay beds;
 - b) Incorporate any conditions referred to in paragraph 15 of this Schedule in SAAs;
 - c) At its discretion, request that the MLTC approve the designation of existing licensed or approved beds into other bed types (such as Convalescent Care Beds); and
 - d) Provide, from its allocation, all additional funding for the converted Convalescent Care Beds approved by the MLTC pursuant to clause 16(c) of this Schedule to LTC HSPs in accordance with the Funding Policies, including the additional subsidy for Convalescent Care Beds and the resident co-payment portion of the base level-of-care per diem funding.

Agency-Requested LTCH Beds

- 17. In paragraphs 18 and 19 of this Schedule “Agency Requested LTCH Beds” means in this Schedule, a LTCH bed funded by the Agency out of its allocation:
 - a) That would increase the bed capacity of an existing LTCH licence issued under section 99 (excluding a temporary licence under section 111 of the LTCHA), or an approval granted under section 130 of the LTCHA; or

- b) In the case of a development or redevelopment, that is over and above the number of LTCH beds that the MLTC has approved a LTC HSP for development or redevelopment.

18. The **MLTC** will:

- a) Review and may approve requests for Agency Requested LTCH Beds;
- b) Confirm the amount of the funding required to support the Agency Requested LTCH Beds in accordance with the Funding Policies, including Supplementary Funding and funding that would be calculated pursuant to paragraph 1 this Schedule; and
- c) Work with MOH if necessary, reallocate the confirmed funding from the sources identified by the Agency to:
 - i. the Agency's allocation for LTCH beds for all funding to be paid in accordance with clause 2(b) and 2(c) of this Schedule; and
 - ii. the MLTC's allocation for Supplementary Funding when the Agency Requested LTCH Beds are available for occupancy.

19. The **Agency** may:

- a) Submit to the MLTC Agency Requested LTCH Beds;
- b) In its request identify
 - i. the number of Agency Requested LTCH Beds requested;
 - ii. the estimated amount of funding required to support the beds in accordance with the Funding Policies, including Supplementary Funding and funding that would be paid in accordance with clause 2(b) and 2(c) of this Schedule; and
 - iii. where the funding will be found within the Agency's LTCH allocation; and
- c) Fund the Agency Requested LTCH Beds in accordance with the Funding Policies and clause 2(b) and 2(c) of this Schedule if the Agency's request for Agency Requested LTCH Beds is granted by the MLTC.

Agency-Requested Temporary LTCH Beds

20. In paragraphs 21 and 22 of this Schedule, "**Agency Requested Temporary LTCH Beds**" means a LTCH bed for which the MLTC would issue a temporary licence in accordance with section 111 of the LTCHA or increase the bed capacity under a temporary licence in accordance with the LTCHA, on the condition that the LTCH bed will be funded by the Agency out of the Agency's allocation, which may include funding approved for temporary use under paragraph 14 of this Schedule.

21. The **MLTC** will:

- a) Review and may approve requests for Agency Requested Temporary LTCH Beds; and
- b) Confirm the amount of funding required to support the Agency Requested Temporary Beds in accordance with the Funding Policies, including Supplementary Funding and the funding paid in accordance with clause 2(b) of this Schedule.

22. The **Agency** may:

- a) Make a request for Agency Requested Temporary LTCH Beds for a term of up to 5 years;
- b) In its request identify
 - i. the number of Agency Requested Temporary LTCH Beds;
 - ii. the estimated amount of funding required to support the beds in accordance with the Funding Policies, including Supplementary Funding and funding that would be paid in accordance with clause 2(b) of this Schedule; and
 - iii. where the funding will be found within the Agency's allocation; and
- c) If the request is approved pursuant to paragraph 21 of this Schedule, provide the funding identified in clause 21(b) of this Schedule for the Agency Requested Temporary LTCH Beds in accordance with the Funding Policies for the term of the temporary licence issued by the MLTC, including any increases in this funding and Supplementary Funding after the date the temporary licence is issued by the MLTC for these beds.

SCHEDULE 2: FUNDING and ALLOCATIONS

Funding and Allocations

Consistent with the principles set out in this Agreement, both the **MLTC** and the **Agency** are committed to working with one another to continue to improve the appropriation of funds for the purpose of advancing a connected, innovative, and outcome-focused LTCH sector.

1. The **MLTC** will:
 - a) Receive advice and recommendations from the Agency for the purpose of enabling the Agency to fulfil its objects as set out by the Government;
 - b) Provide the Agency with reporting requirements and timelines as they pertain to LTCH funding and allocations;
 - c) Work to ensure cash flow to the Agency for mandated programs;
 - d) Set the Allocation for the Agency in alignment with Government approvals. The Agency's funding Allocation, as of April 1, 2021 is outlined in Table 1 of this Schedule;
 - e) Revise and update Table 1 to reflect Government and Agency Allocation decisions throughout the Fiscal Year;
 - f) May set terms and conditions for Agency Funds set out in Table 1, including the type of funding, specific allocations within programs, whether the Funds are subject to annual adjustment, and whether and in what circumstances the Funds may be recoverable from the Agency by the MLTC;
 - g) Reconcile all Funds provided to the Agency under the Agreement annually; and
 - h) Recover Funds from the Agency if the MLTC has advised the Agency that the particular funding is recoverable.

2. The **Agency** will:
 - a) Use the Funds with efficiency, effectiveness and economy;
 - b) Spend the Funds provided by the MLTC in accordance with
 - i. the Agreement, the CCA, other applicable laws and applicable Government Directives; and
 - ii. any other terms and conditions communicated by the MLTC;
 - c) Where applicable, use the Funds set out in Schedule 2 as required by this section and in accordance with any additional terms and conditions that were attached to the purpose of such Funds prior to transfer to the Agency, unless those terms and conditions have been superseded by any terms or conditions of this Agreement, or unless they conflict with applicable law or applicable policy;
 - d) Carry out MLTC-required initiatives, activities, and/or specific actions;
 - e) Use the Allocation in Table 1 to provide funding, as it relates to LTCHs, to Delivery Organizations under service accountability agreements made in accordance with section 22 of the CCA;
 - f) Ensure no approval is granted regarding the carry-forward of unspent funding from one Fiscal Year to the next;
 - g) Assist and coordinate with the MLTC, as needed, to
 - i. obtain Delivery Organizations' financial information; and
 - ii. recover Funds, if any, after settlement has been approved.
 - h) Fulfill reporting requirements as outlined in this Agreement;
 - i) Plan for and achieve an Annual Balanced Budget for its LTCH-related funding and operations; and

- j) Require Delivery Organizations who receive Transfer Payments from the Agency to plan for and achieve an Annual Balanced Budget.

Reallocations

- 3. The **MLTC** will:
 - a) Provide the Agency with parameters or guidelines for any changes to the Agency’s Allocation;
 - b) Monitor the Agency’s reallocations between Delivery Organizations and decisions and management of expenditures, and develop any additional guidelines and parameters, as required, to ensure effective financial management; and
 - c) Communicate to the Agency any additional terms and conditions related to reallocation parameters or guidelines issued under clause 4a) of this Schedule.

- 4. The **Agency**:
 - a) Will only reallocate funding:
 - i. within the parameters and guidelines provided by the MLTC, as well as any other terms and conditions set by MLTC related to reallocated funding; and
 - ii. specifically, may, reallocate between Delivery Organizations with prior written approval of the MLTC;
 - b) Will notify the MLTC of any reallocations within the above outlined parameters and guidelines through the in-year quarterly financial reporting as set out in Schedule 4 for the second, third, and fourth quarters of the Fiscal Year; and
 - c) Will notify the MLTC:
 - i. if the Agency receives written approval from the MOH to use any MOH funding for LTCH purposes; and
 - ii. prior to using any such reallocated funding.

Long-Term Care

- 5. The Allocation in Table 1 for long-term care is only an estimate that is subject to adjustment in accordance with the following as defined in Schedule 1: Funding Policies including adjustments for reconciliation, Beds in Abeyance and Construction Funding Subsidy per diem.

Table 1: Agency Allocation for 2021/22

Ontario Health Operating and Programs/Services Line	2021/22 Base	2021/22 One-Time	2021/22 Total Allocation
Agency’s Allocation related to Long-Term Care Homes			
Long-Term Care	\$ 4,293,747,158	\$ 36,787,000	\$ 4,330,534,158 *

*Estimated allocation as of December 2021, and subject to change pending further Ministry validation.

Adjustments

- 6. The **MLTC** may adjust the amounts and activities associated with the Funds it provides to the Agency in any Fiscal Year based upon the MLTC’s assessment of the information contained in the reports submitted by the Agency, and upon prior consultation with the Agency.

Financial Payments and Reports

7. The **MLTC** will, on behalf of the Agency:
 - a) Process payments of Funds under the **Agency's Allocation related to Long-Term Care Homes** line item and assist the Agency in responding to questions raised by Delivery Organizations about the payment processing; and
 - b) Reconcile and settle Funds paid to Delivery Organizations.
8. The **MLTC** will assist the **Agency** with in-year and Year-End financial reporting by Delivery Organizations, including collecting the reports, assessing the data for accuracy and reasonableness and providing the reporting to the Agency in such form and with such analysis as the MLTC and the Agency may determine.

Multi-year Planning (MyP)

9. The **MLTC** will provide the Agency with necessary information with respect to requirements and timelines of the MyP process.
10. The **Agency** will provide to the MLTC all materials necessary to support the MLTC's MyP planning processes based on the requirements and timelines of that Fiscal Year's process.

Budget Forecasts, Reconciliation and Unspent Funds

11. The **MLTC** will:
 - a) Review in-year financial reporting from the Agency and where there are forecasted unused Funds (surplus), the MLTC may recover the forecasted unused Funds or a portion thereof from the Agency;
 - b) Review Year-End financial reporting from the Agency and where there are unused Funds, the MLTC shall recover the unused Funds or a portion thereof from the Agency; and
 - c) Notify the Agency of any amount to be recovered and the method and time of delivery.
12. The **Agency** will:
 - a) Report to the Minister annual forecasts on a quarterly basis starting with the first quarter of the Fiscal Year unless otherwise agreed to by the MLTC; and
 - b) Upon completion of all reconciliations, settlements and accruals for the Fiscal Year, return any unspent Funds to the MLTC, as directed by the MLTC.
13. The **Parties** will work jointly to identify budgetary flexibility and manage in-year risks and pressures to ensure that Annual Balanced Budget requirements are achieved.

Financial Management Policies and Guidelines

14. The **MLTC** will:
 - a) Develop and issue policies, directives and guidelines related to financial management;
 - b) Provide the Agency with copies of or access to applicable policies, directives and guidelines financial management; and
 - c) Communicate to the Agency policies, directives and guidelines related to financial management from the Government that are applicable to the Agency.

15. The **Agency** will comply with all applicable legislation, including the FAA; any MLTC policies, directives and guidelines issued to the Agency related to financial accountability and management; and any other applicable Government financial management policies, guidelines, and directives.
16. The **Agency** will not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government.

Financial Management – Accounting Standards and Processes

17. The **MLTC** will:
 - a) Issue interpretations and modifications, as required, relating to Canadian Public Sector Accounting Standards as issued by the Public Sector Accounting Board based on advice from the Office of the Provincial Controller; and
 - b) Review the documentation described in paragraph 18(a) of this Schedule during regular business hours and upon twenty-four hours' notice to the Agency.
18. The **Agency** will:
 - a) Prepare its financial reports and statements on its Allocation related to LTCHs, including its Annual Business Plan, based on Canadian Public Sector Accounting Standards as issued by the PSAB, subject to interpretations and modifications issued under paragraph 17(a) of this Schedule;
 - b) Maintain documentation to support all financial statements and related payment instructions, including funding approval letters to Delivery Organizations and SAAs signed between the Agency and its Delivery Organizations; and
 - c) If applicable and as directed by the Ministry, provide notification to the Ministry through the Allocation Payment Tracking System to flow funding to a Delivery Organization identified by the Agency, and, where applicable, use the initiative code provided by the Ministry for the additional Funding.

Payment Schedule

19. The MLTC will provide the Agency with Funds for the Fiscal Year whereby the amount may include both base and one-time funding.

SCHEDULE 3: PERFORMANCE

Specific Obligations

1. The **MLTC** will:
 - a) Provide the Agency with calculated results for the Performance Indicators in Table 1 of this Schedule by the timeframe set out in Schedule 4;
 - b) Provide the Agency with supporting performance information (e.g. compliance and/or inspections information) as requested by the Agency;
 - c) Provide the Agency with technical documentation for the Performance Indicators set out in Table 1 of this Schedule, including the methodology, inclusions and exclusions, as available; and
 - d) Advise the Agency of any additional reports required by the MLTC and, consulting the Agency as appropriate, will provide the Agency with a due date and the form in which to provide the report(s), as part of the Agency’s quarterly reporting process.

2. The **Agency** will:
 - a) Measure and plan to improve performance across its regions through SAAs with Delivery Organizations;
 - b) Throughout the term of this Agreement, demonstrate progress towards achieving the Targets for the Performance Indicators in Table 1 of this Schedule where a Target is set, or demonstrate progress against provincial results where there is no Target;
 - c) Report to the MLTC on a quarterly basis during the Fiscal Year, by the dates specified in Schedule 4, on the performance of the health system as it relates to LTCHs on all Performance Indicators in Table 1 of this Schedule; and
 - d) Include in its Annual Report the performance of the health system as it relates to LTCHs on all Performance Indicators in Table 1 of this Schedule.

3. **Both Parties** will review, on an annual basis, the Performance Indicators and may consider changes to the indicators selected, the Targets, and/or the potential retirement of select indicators.

Table 1: Performance Indicators		
Indicator	Description	Target
Wait time for LTCH Placement	Median number of days from LTCH application to placement	TBC

SCHEDULE 4: REPORTING

General Obligations

1. **Both Parties** will work together to ensure a timely flow and exchange of information, including financial records, to fulfill the reporting requirements of both Parties.
2. The **MLTC** will:
 - a) Report to the Agency as set out in Table 1; and
 - b) Advise the Agency of any additional reports required by the MLTC and, consulting with the Agency as appropriate, will provide the due date and the form in which to provide the report(s).
3. The **Agency** will:
 - a) Report to MLTC by:
 - i. Ensuring that relevant information pertaining to LTCHs is included and clearly marked in appropriate reports required under the CCA, BPSAA, the Agencies and Appointments Directive, and all other directives that apply to the Agency; and
 - ii. Submitting one set of reports to Government as set out in Table 1 and ensuring that relevant information pertaining to LTCHs is included and clearly marked in these reports, by the due dates established by MOH.
 - b) Require Delivery Organizations to meet any Agency and MLTC reporting requirements as outlined in SAAs; and
 - c) Respond to MLTC Data and information requests in accordance with 2(b) in this Schedule and complete analytic and reporting products, analyses, and performance evaluation as requested by MLTCs.

Table 1: MLTC and Agency Reporting Obligations

	Due Date	Description of Item
	STRATEGIC PRIORITIES LETTER	
MLTC	Within 30 days of the MOH Mandate Letter (As scheduled by MOH)	MLTC will provide the Agency with the Strategic Priorities Letter for the following Fiscal Year, as a follow-up to the MOH Mandate Letter.
	FINANCIAL REPORTS AND STATEMENTS	
MLTC	10 th business day of the month (and the 10 th business day of each subsequent month)	MLTC will provide the Agency with updated MLTC-Agency funding schedules (Schedule 2) for their retrieval through the Allocation and Payment Tracking System (APTS). Tables will be updated as of the end of the previous month.
Agency	As required by MOH	The Agency will submit the Year-End Consolidation Report , as described in the Agency's agreement with MOH, ensuring that relevant information pertaining to LTCHs is included and clearly marked
Agency	As required by MOH	The Agency will submit the Quarterly Consolidation Report , as described in the Agency's agreement with MOH, ensuring that relevant information pertaining to LTCHs is included and clearly marked
Agency	As required by MOH	The Agency will submit the Multi-Year Consolidation Report , as described in the Agency's agreement with MOH, ensuring that relevant information pertaining to LTCHs is included and clearly marked
Agency	As required by MOH	The Agency will submit the Annual Reconciliation Report , as described in the Agency's agreement with MOH, ensuring that relevant information pertaining to LTCHs is included and clearly marked
Agency	As required by MOH	The Agency will submit the board approved Audited Financial Statements , as described in the Agency's agreement with MOH, ensuring that relevant information pertaining to LTCHs is included and clearly marked
	OPERATIONAL, PERFORMANCE, PROGRESS, AND DATA REPORTS	
MLTC	By the 10 th business day of May, Aug, Nov, Feb	MLTC will provide to the Agency the most recent quarter of performance Data for indicators in Table 1 of Schedule 3: Performance.
Agency	As required by MOH	The Agency will submit a report on performance indicators in Table 1 of Schedule 3: Performance.

SCHEDULE 5: DEFINITIONS

The following terms have the following meanings in the Agreement:

“Acknowledgement and Consent Agreement” means an agreement between the MLTC , the operator of a LTCH, and one or more lenders or secured parties, by which the MLTC consented to, or agreed to request a consent to, any of the following: (a) a mortgage of real property associated with the LTCH, (b) an assignment of a Development Agreement with the MLTC, and/or (c) an assignment of a Service Agreement.

“Agency” means the corporation without share capital continued under section 3 of the CCA under the name Ontario Health.

“Agency Requested Temporary LTCH Beds” means a LTCH bed for which the MLTC would issue a temporary license in accordance with section 111 of the LTCHA or increase the bed capacity under a temporary licence in accordance with the LTCHA, on the condition that the LTCH bed will be funded by the Agency out of the Agency’s LTCH allocation, which may include funding approved for temporary use under paragraph 16 of Schedule 1.

“Agreement” means this Agreement, including any Schedules, and any instrument which amends this Agreement.

“Allocation” means the funding reserved by the Province of Ontario, Treasury Board and/or Management Board of Cabinet, as the case may be, for payment to the Agency to support its operations.

“Annual Balanced Budget” means that, in a Fiscal Year, the total revenues are greater than or equal to the total expenses.

“Annual Budget” means the Agency's annual plan for the expenditure of the approved Allocation.

“Annual Business Plan” means the Agency’s annual business plan that is prepared and submitted to the Minister of Health in accordance with the requirements set out in the Treasury Board/Management Board of Cabinet Agencies & Appointments Directive.

“Annual Report” means the Agency’s annual report that is prepared and submitted to the Minister of Health in accordance with the requirements set out in the Treasury Board/Management Board of Cabinet Agencies & Appointments Directive

“Annual Submission Timeline Memorandum” means the MLTC’s collection and submission details for clinical, financial/statistical, and administrative data.

“Beds in Abeyance” means LTCH beds licensed or approved by the MLTC, for which the LTC HSP has obtained written permission from the Director under s. 104 of the LTCHA for the beds not to be available for occupancy.

“Board” means the board of directors of the Agency as appointed by the Lieutenant Governor in Council under the CCA.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c.10, as amended from time to time.

“CCA” refers collectively to the *Connecting Care Act, 2019*, S.O. 2019, c.5, Sched. 1, and any regulations made under the Act, as amended from time to time.

“Consolidation Report” means a report that includes the Agency’s revenues and expenditures for Agency operations and Transfer Payments to LTC HSPs and other Delivery Organizations, and balance sheet accounts for the Agency.

“Construction Funding Subsidy per diem” or **“CFS per diem”** means any per diem funding paid pursuant to a Development Agreement.

“Convalescent Care Beds” means those short-stay beds, licensed or approved under the LTCHA, that are part of a short-stay convalescent care program for which residents may be eligible for admission in accordance with regulations under the LTCHA.

“Data” is defined as facts, figures and statistics objectively measured according to a standard or scale, such as frequency, volumes or occurrences, but does not include information.

“Deliverables” means the carrying out of the programs (including any projects, products or services) in respect of long term care homes to be delivered by the Agency with the Funds as committed to in the Annual Business Plan, directed in the Strategic Priorities Letter or as agreed to in-year by the Parties.

“Delivery Organization” means a delivery organization as defined in subsection 22(10) of the CCA that receives Funds from the Agency to provide or support long-term care.

“Development Agreement” means an agreement between the MLTC and a LTC HSP, or a proposed LTC HSP, to develop, upgrade, retrofit or redevelop LTCH beds.

“Digital Health” means the coordinated use of digital technologies to electronically integrate points of care and transform the way care is delivered, in order to improve the quality, access, productivity and sustainability of the healthcare system.

“FAA” refers collectively to the *Financial Administration Act*, R.S.O. 1990, c. F.12 and its regulations, as amended from time to time.

“Fiscal Year” means the period that commences on April 1 of each year and ends on March 31 of the following year.

“FLHS” means French Language health services.

“FLSA” refers collectively to the *French Language Services Act*, R.S.O. 1990, c. F.32 and its regulations, as amended from time to time.

“Funding Policies” means the funding and financial management policies determined by the MLTC for LTCHs as the same may be amended from time to time. Funding Policies establish the rates, amounts and envelopes of all funding provided to LTC HSPs by the MLTC or the Agency, including Supplementary Funding. Funding Policies also establish the applicable conditions for funding, the funding reconciliation rules, and the form, manner and content and

date for submission of reports.

“Funds” means the money the MLTC provides to the Agency pursuant to this Agreement or that the Agency has otherwise received pursuant to the approval of the Lieutenant Governor in Council in accordance with subsection 7(3) of the CCA that are for the purposes of the Deliverables.

“Government” means the Government of Ontario.

“Information Management” means the planning, implementation, supervision and control of explicit and iterative processes, procedures and structures that govern the collection, use, disclosure, retention and disposal of information and Data and in accordance with policy and standards. It includes establishing disciplined and consistent practices related to the strategic management of Information Management during the life cycle: planning, creation, collection, protection and evaluation/disposition of Data and information assets.

“Interim Beds” means those short-stay beds that are licensed or approved under the LTCHA and that fall within the definition of “interim bed” in accordance with regulations under the LTCHA.

“Licensed Bed Capacity” means a LTC HSP’s total number of LTCH beds licensed or approved under the LTCHA. It does not include temporary emergency licences.

“LTCH” means long-term care home.

“LTCH Development” means any of a new LTCH or beds, or redevelopment of an existing LTCH or beds and includes the LTCH Development Program.

“LTC HSP” means a LTCH licensee within the meaning of subsection 2(1) of the LTCHA.

“LTCHA” means the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8, as amended.

“Mandate Letter” means the letter from the Minister of Health to the Agency establishing the Agency’s priorities for the upcoming Fiscal Year.

“Minister” means the Minister of Long-Term Care or such other person who may be designated from time to time as the responsible Minister in relation to this Agreement in accordance with the *Executive Council Act*, R.S.O. 1990, c.E.25, as amended from time to time.

“Minister of Health” means the member of the Executive Council who may be designated from time to time as the Minister of Health in accordance with the *Executive Council Act*, R.S.O. 1990, c. E.25, as amended from time to time.

“Ministry” or **“MLTC”** means the Ministry of Long-Term Care or any successor to the Ministry of Long-Term Care.

“MOH” means the Ministry of Health or any successor to the Ministry of Health.

“Multi-year Planning” or **“MyP”** means the annual process whereby the MLTC updates Treasury Board/Management Board of Cabinet with proposed changes to strategic plans and estimated expenditures.

“Operations Report” means a report that includes a statement of the Agency’s revenues, actual expenditures, forecasted expenditures for Agency operations, and an explanation of variances (as required) between the forecasted expenditures and revenues.

“Parties” means the MLTC and the Agency.

“Party” means either the MLTC or the Agency.

“Performance Factor” means a matter that could significantly affect the ability of the MLTC or the Agency to perform obligations under the Agreement.

“Performance Indicator” means a measure of health system performance as it relates to LTCHs that MLTC and the Agency will measure either against established Targets where set, or against previous results where there is no Target.

“PSAB” means the Public Sector Accounting Board.

“PSAB Standards” means the accounting standards for the public sector established by the PSAB.

“Schedule” means the schedules appended to the Agreement that are listed in section 14, as amended or added to from time to time.

“Service Accountability Agreement” or “SAA” means a service accountability agreement required by pursuant to section 22 of the CCA in respect to Delivery Organizations that provide or support LTC.

“Service Agreement” means the agreement pursuant to which funding is provided to a LTC HSP by the Agency and includes a SAA.

“Short-Stay Respite Beds” means those short-stay beds, licensed or approved under the LTCHA, that are part of a short-stay respite care program for which residents may be eligible for admission in accordance with regulations under the LTCHA.

“Strategic Priorities Letter” means the letter from the Minister of Long-Term Care to the Agency establishing the Agency’s long-term care priorities for the upcoming Fiscal Year.

“Supplementary Funding” means funding for LTCH beds provided directly by the MLTC to LTC HSPs in accordance with applicable Funding Policies and pursuant to a funding agreement between the MLTC and the LTC HSP.

“Target” means an optimal performance result for a Performance Indicator, which may be based on expert consensus, performance achieved in other jurisdictions, or provincial expectations.

“Transfer Payment(s)” has the meaning ascribed to it in Management Board of Cabinet’s Transfer Payment Accountability Directive and related policies and guidelines, as may be amended from time to time.

“Year-End” means the end of a Fiscal Year.