

## 2019-2022 Long-Term Care Home Accountability Submission (LAPS)

**Faith Manor Nursing Home**

## 2019-2022 Description of Home and Services

**LTCH Name: Faith Manor Nursing Home**

### A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Holland Christian Homes Inc.		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Faith Manor Nursing Home		
LTCH Master Number (e.g. NH9898)	NH3424		
Address	7900 McLaughlin Road South		
City	Brampton	Postal Code	L6Y 5A7
Accreditation organization	Accreditation Canada		
Date of Last Accreditation (Award Date – e.g. May 31, 2019)	April 2015	Year(s) Awarded (e.g. 3 years)	4
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N

## 2019-2022 Description of Home and Services

**LTCH Name: Faith Manor Nursing Home**

### A.2 Licenced or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)	0	120	0	0	0	June 30, 2030	<b>Note:</b> Each individual licence should be on a separate row. Please add additional rows as required.
<b>TOTAL BEDS (1)</b>	120						Add total of all beds (A,B,C, UpD, New)
Please include information specific to the following types of licenses on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							<b>Note:</b> Each individual licence should be on a separate row. Please add additional rows as required.
2. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Temporary	0						
Temporary Emergency	0						
Short-Term Authorization	0						
<b>TOTAL BEDS (2)</b>	0						Add total of all beds
<b>TOTAL # OF ALL LICENSED BEDS (1) + (2)</b>	120						Add total # of all licenced beds captured under (1) and (2) above
Usage Type	Total # of Beds					Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
Long Stay Beds (not including beds below)	120					June 30, 2030	Input number of regular long stay beds
Convalescent Care Beds	0						
Respite Beds	0						
ELDCAP Beds	0						
Interim Beds	0						

## 2019-2022 Description of Home and Services

**LTCH Name: Faith Manor Nursing Home**

### A.2 Licenced or Approved Beds & Classification / Bed Type

Veterans' Priority Access beds	0		
Beds in Abeyance (BIA)	0		<u>Expiry date represents the end date of the BIA Agreement</u>
Designated specialized unit beds	0		
Other beds *	0		
<b>Total # of all Bed Types (3)</b>	120		Add total number of beds by usage type

\*Other beds available under a Temporary Emergency Licence or Short-Term Authorization



## 2019-2022 Description of Home and Services

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### A.3 Structural Information

**Type of Room** (this refers to structural layout rather than what is charged in accommodations).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	40	x 1	40
Number of rooms with 2 beds	40	x 2	80
Number of rooms with 3 beds	0	x 3	
Number of rooms with 4 beds	0	x 4	
<b>Total Number of Rooms</b>	<b>80</b>	<b>Total Number of Beds*</b>	<b>120</b>

**\*Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	1985
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 1994 added recreational space, front patio, terrace, small sunrooms at the end of the halls 2) 2006 – renovated all rooms, bathrooms, flooring 3) 2018 PENDING: In 2018, we broke ground on our new LTC home – building on the same site and adding an additional 40 licensed beds – anticipated to be ready in summer of 2020. 4)

### Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
Faith Manor 1 – 1 unit	60
Faith Manor 2 – 1 unit	60
<b>Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2)</b>	<b>120</b>

## 2019-2022 Description of Home and Services

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<b>A.4 Additional Services Provided</b>					
	<b>Service Provided</b>		<b>Contract for Service</b>		<b>Explanation if applicable</b>
	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>	
Nurse Practitioner			X		Fulltime on-site - shared between Grace and Faith Manors
Physiotherapy			X		
Occupational therapy			X		
Ophthalmology/ Optometry			X		
Audiology			X		
Dental			X		
Respiratory Technology			X		
Denturist			X		
IV Therapy (antibiotics or hydration)	X				
Peritoneal Dialysis (PD)		X		X	
Support for hemodialysis (HD)		X		X	
French Language Services		X		X	
Secure residential home area(s)	X				
Specialized Dementia Care unit(s)		X			
<b>A.4 Additional Services Provided (cont'd)</b>					
Designated smoking room(s)		X			
Specialized unit for younger physically disabled adults		X			
Support for Feeding Tubes	X		X		
Specialized Behavioural treatment unit(s)		X			
Transportation Services		X		X	We help to register all residents with Transhelp on admission
Additional service commitments for new bed awards (1987 to 1998)		X			
Other (specify)					
Other (specify)					
Other (specify)					
Other (specify)					

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### A.5 Specialized Designations – Please note whether designation is official (e.g. MOHLTC, CCAC)

	Designated		Comments
	Yes	No	
Religious		X	
Ethnic	X		Dutch Heritage
Linguistic		X	
French Language Service Designation		X	
Aboriginal		X	
Other (specify)			
Other (specify)			
Other (specify)			

### A.6 Community Linkages

	Service Provided		Comments
	Yes	No	
Volunteer program	X		
Service groups	X		
Language interpreters	X		Not formal but available as required
Cultural interpreters	X		Not formal but available as required
Advisory council		X	
Community board	X		Volunteer Board of Directors
Faith communities	X		Protestant and Roman Catholic
Other (specify)			
Other (specify)			
Other (specify)			
Other (specify)			



## 2019-2022 Description of Home and Services

**LTCH Name: Faith Manor Nursing Home**

### A.7 Services Provided to the Community

	Service Provided		Comments
	Yes	No	
Meal Services	X		Tenant Dining Room and MOW to tenants
Social Congregate Dining		X	
Supportive Housing /SDL		X	
Adult Day Program		X	
Retirement living		X	
Other (specify)			
Other (specify)			
Other (specify)			
Other (specify)			

### A.8 Quality Improvement Practices – Please Include a Summary of the LTCH's Quality Improvement Initiatives

Initiative	Comments
GPA Coach Training	Behavioural Support Nurses/Leads from both Grace and Faith Manors were trained as GPA Coach – enhanced training for staff
Working with RNAO to implement 3 best practice guidelines (falls prevention, prevention of resident abuse and neglect, and pain management)	Once completed, we will be recognized as an RNAO Best Practice Spotlight Organization
IDEAS – working with various community partners including HQO to implement best practice in palliative care approaches	Looking at POET, and to reduce # of unnecessary hospital visits
Quality Improvement Team and Specialized Programs Team – development of QIP, audits and statistical tracking and annual resident/family satisfaction survey	Teams meet quarterly to review quality indicators and make improvements, review survey and audit results, create action plans to address deficiencies
Lean Methods	Continually using technology to create efficiencies and quality of services. Administrator of Faith Manor has Gold level – LEAN Yellow Belt
Annual Program Review / Evaluation Day	Residents, families, board members, volunteers and staff come together for an entire day to review how we did on all programs and services and set goals and changes for next year



## **Schedule B**

### **Additional Terms and Conditions Applicable to the Funding Model**

**1.0 Background.** The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

**2.0 Additional Definitions.** Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

**"Allowable Subsidy"** refers to Allowable Subsidy as defined in s. 3 of Reg. 264/07 under LHSIA.

**"Construction Funding Subsidy" or "CFS"** means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

**"CFS Commitments"** means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the LHIN on June 30, 2010, and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

**"Envelope"** is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

**"Estimated Provincial Subsidy"** means the estimated provincial subsidy to be provided by a LHIN to an HSP calculated in accordance with Applicable Law and Applicable Policy.

**"Reconciliation Report"** refers to the Reconciliation Report as referenced in s. 3 of Reg 264/07 under LHSIA.

**"Term"** means the term of this Agreement.

### **3.0 Provision of Funding.**

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22<sup>nd</sup>) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

### **4.0 Use of Funding.**

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

### **5.0 Construction Funding Subsidies.**

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

### **6.0 Reconciliation.**

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC



in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.



## Schedule C – Reporting Requirements

<b>1. In-Year Revenue/Occupancy Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2019 – Jan 01-19 to Sept 30-19	By October 15, 2019
2020 – Jan 01-20 to Sept 30-20	By October 15, 2020
2021 – Jan 01-21 to Sept 30-21	By October 15, 2021
<b>2. Long-Term Care Home Annual Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2019 – Jan 01-19 to Dec 31-19	By September 30, 2020
2020 – Jan 01-20 to Dec 31-20	By September 30, 2021
2021 – Jan 01-21 to Dec 31-21	By September 30, 2022
<b>3. French Language Services Report</b>	
<b>Fiscal Year</b>	<b>Due Dates</b>
2019-20 – Apr 01-19 to March 31-20	April 28, 2020
2020-21 – Apr 01-20 to March 31-21	April 30, 2021
2021-22 – Apr 01-21 to March 31-22	April 30, 2022
<b>4. OHRS/MIS Trial Balance Submission</b>	
<b>2018-2019</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year)	January 31, 2019 – Optional Submission
Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	
Q4 – Apr 01-18 to March 31-19 (Fiscal Year)	May 31, 2019
Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	
<b>2019-2020</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-19 to Sept 30-19 (Fiscal Year)	October 31, 2019
Q2 – Jan 01-19 to June 20-19 (Calendar Year)	
Q3 – Apr 01-19 to Dec 31-19 (Fiscal Year)	January 31, 2020 – Optional Submission
Q3 – Jan 01-19 to Sep 30-19 (Calendar Year)	
Q4 – Apr 01-19 to March 31-20 (Fiscal Year)	May 31, 2020
Q4 – Jan 01-19 to Dec 31-19 (Calendar Year)	
<b>2020-2021</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-20 to Sept 30-20 (Fiscal Year)	October 31, 2020
Q2 – Jan 01-20 to June 20-20 (Calendar Year)	
Q3 – Apr 01-20 to Dec 31-20 (Fiscal Year)	January 31, 2021 – Optional Submission
Q3 – Jan 01-20 to Sep 30-20 (Calendar Year)	
Q4 – Apr 01-20 to March 31-21 (Fiscal Year)	May 31, 2021
Q4 – Jan 01-20 to Dec 31-20 (Calendar Year)	
<b>2021-2022</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-21 to Sept 30-21 (Fiscal Year)	October 31, 2021
Q2 – Jan 01-21 to June 20-21 (Calendar Year)	
Q3 – Apr 01-21 to Dec 31-21 (Fiscal Year)	January 31, 2022 – Optional Submission
Q3 – Jan 01-21 to Sep 30-21 (Calendar Year)	
Q4 – Apr 01-21 to March 31-22 (Fiscal Year)	May 31, 2022
Q4 – Jan 01-21 to Dec 31-21 (Calendar Year)	
<b>5. Compliance Declaration</b>	

<sup>1</sup> These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

<b>Funding Year</b>	<b>Due Dates</b>
January 1, 2019 – December 31, 2019	March 1, 2020
January 1, 2020 – December 31, 2020	March 1, 2021
January 1, 2021 – December 31, 2021	March 1, 2022

## **Schedule C – Reporting Requirements Cont'd**

<b>6. Continuing Care Reporting System (CCRS)/RAI MDS</b>	
<b>Reporting Period</b>	<b>Estimated Final Due Dates<sup>1</sup></b>
2018-2019 Q4	May 31, 2019
2019-2020 Q1	August 31, 2019
2019-2020 Q2	November 30, 2019
2019-2020 Q3	February 29, 2020
2019-2020 Q4	May 31, 2020
2020-2021 Q1	August 31, 2020
2020-2021 Q2	November 30, 2020
2020-2021 Q3	February 28, 2021
2020-2021 Q4	May 31, 2021
2021-2022 Q1	August 31, 2021
2021-2022 Q2	November 30, 2021
2021-2022 Q3	February 28, 2022
2021-2022 Q4	May 31, 2022
<b>7. Staffing Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
January 1, 2019 – December 31, 2019	July 3, 2020
January 1, 2020 – December 31, 2020	July 2, 2021
January 1, 2021 – December 31, 2021	July 1, 2022
<b>8. Quality Improvement Plan (submitted to Health Quality Ontario (HQO))</b>	
<b>Planning Period</b>	<b>Due Dates</b>
April 1, 2019 – March 31, 2020	April 1, 2019
April 1, 2020 – March 31, 2021	April 1, 2020
April 1, 2021 – March 31, 2022	April 1, 2021



## Schedule D – Performance

### 1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:  
*n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.  
*tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2019/20	
		Target	Standard
<i>Organizational Health and Financial Indicators</i>	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
<i>Coordination and Access Indicators</i>	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from LHIN Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
<i>Quality and Resident Safety Indicators</i>	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a



## 2.0 LHIN-Specific Performance Obligations

IHSP 2019-22 Priority	IHSP Strategic Actions	Long-Term Care
<p><b>Improve the Patient Experience</b></p>	<p>Address service volumes, wait times, and hospital overcrowding to improve patient experience through system leadership</p> <p>Co-design and create programs and services with patients and families</p> <p>Develop and implement a local Hospice and Palliative Care Plan that supports early identification and advanced care planning.</p>	<p><b>Quality: Integrated Regional Quality Plan</b> The LTC Home will actively partner and attend Central West LHIN Integrated quality plan Improvement Team Meetings by contributing to the continued development and implementation of the Central West LHIN Integrated quality plan. The LTC Home will also partner with the Central West LHIN towards collection of data for the development and successful implementation of year one deliverables (as identified by the LHIN)</p> <p>The LTC Home will submit the Quality Improvement Plan (QIP) to the LHIN in advance of submitting it to Health Quality Ontario (HCO) i.e prior to March 31st 2019. Within the QIP, the LTC Home will ensure the adoption and implementation of relevant HCO quality standards and the alignment of their quality plans to LHIN priorities and the Central West LHIN Integrated Quality Plan</p> <p><b>Patient Experience and Patient Confidence Measurement</b> The LTC will work with the LHIN to evaluate opportunities to adopt patient confidence and patient experience indicators, as required by the Central West LHIN Integrated Quality Plan and Patient Experience Dashboard. The LTC will work with the LHIN to provide quarterly progress reports on the selected patient confidence and patient experience measures.</p> <p><b>Accreditation</b> LTC Homes are required to maintain accreditation on an ongoing basis and provide proof of accreditation to the LHIN when accreditation is awarded.</p>
<p><b>Address Health Inequities by Focussing on Population Health</b></p>	<p>Apply an evidence-informed approach to proactively identify health inequities and disparities at a local level in view of growing and diverse communities</p> <p>Actively engage diverse communities, Indigenous and French Language Service partners to address the unique and culturally appropriate health care needs of these populations</p> <p>Develop a Long-Term Care Strategy to meet the needs of a rapidly aging population.</p>	<p><b>Long Term Care Strategy</b> LTC organizations will actively participate in development of Central West LHIN LTC Strategy to meet the needs of an aging population and those with special needs unable to be safely maintained in the community.</p> <p><b>Central West Long Term Care Network</b> The LTC Home will ensure participation in Central West LTC Network to collaborate to establish common goals, share best practices, share updates and develop strategies to achieve objectives such as promote seamless transitions for patients across the health care system, improving quality of resident care as well as resident &amp; family satisfaction.</p>

## 2.0 LHIN-Specific Performance Obligations

IHSP 2019-22 Priority	IHSP Strategic Actions	Long-Term Care
<b>Build and Foster Healthy Communities through Integrated Care Networks Closer to Home</b>	<p>Create integrated networks of care that ensure collaboration and seamless transitions for patients across the health care system, including home and community care, primary care, mental health and addictions, and social services</p>	<p><b>Transitions in Care</b> To support transitions in care, the Long Term Care (LTC) home will work with the hospital to ensure that a standardized communication process is followed for all Emergency Department (ED) transfers (to and from the hospital) in order to support informed patient transitions. Each LTC Home will provide the LHIN with a status report on the implementation of a standardized communication process by September 30, 2019.</p>
	<p>Expand coordinated care planning for patients with complex needs at the sub-region level</p>	<p><b>Coordinated Care Plan</b> The LTC Home will identify and report on a quarterly basis the number of all appropriate complex care patients registered for a coordinated care plan as a percentage of their total count of complex patients. The LTC Home will initiate, update or complete coordinated care plans.</p>
	<p>Improve connections between care coordination and primary care.</p>	<p>The LTC Home will report on patient confidence quarterly, in particular for those patients associated with a Health Links Coordinated Care Plan.</p>
	<p>Develop a System Capacity Plan to identify and address gaps and inform future investments</p> <p>Implement an Integration Strategy that improves patient access and experience, creates efficiencies, and improves effectiveness of the local health system</p> <p>Work with LHIN partners to drive continuous quality improvement and enhance performance outcomes</p>	<p><b>Palliative Care</b> The LTC Home will participate and engage in the Central West Palliative Care Network and will consult and collaborate with the Network prior to making any material adjustments (additions/deletions or enhancements) to Palliative care services. The LTC Home will implement Palliative Care Network recommendations and support other palliative care initiatives, as required in alignment with the Health Quality Ontario Quality Standards, Palliative Care: Care for Adults With Progressive Life-Limiting Illness.</p> <p><b>Dementia Care</b> The LTC Home will participate fully and collaborate and inform and align with the LHIN in support of the Dementia Strategy to ensure dementia clients have equitable access to available services and resources</p>



## Schedule E – Form of Compliance Declaration

### DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

**To:** The Board of Directors of the Central West Local Health Integration Network (the "LHIN"). Attn: Board Chair.

**From:** The Board of Directors (the "Board") of the [insert name of License Holder] (the "HSP")

**For:** [insert name of Home] (the "Home")

**Date:** [insert date]

**Re:** January 1, 2019 – December 31, 2019 (the "Applicable Period")

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The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Officer or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2019.

\_\_\_\_\_  
[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],  
[insert title]



## Schedule E – Form of Compliance Declaration Cont'd.

### Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

# **2019-2022 Long-Term Care Home Accountability Submission (LAPS)**

## **Grace Manor**

## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

### A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Holland Christian Homes		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Grace Manor		
LTCH Master Number (e.g. NH9898)	NH4492		
Address	7900 McLaughlin Rd. S.		
City	Brampton	Postal Code	L6Y 5A7
Accreditation organization	Accreditation Canada		
Date of Last Accreditation (Award Date – e.g. May 31, 2019)	April 2015	Year(s) Awarded (e.g. 3 years)	4 years
French Language Services (FLS)	Identified (Y/N)	Y	Designated Y/N N



## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

### A.2 Licenced or Approved Beds & Classification / Bed Type

1. Licence Type	Total # of Beds					Licence Expiry Date (e.g. May 31, 2025)	Comments/Additional Information
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Licence ("Regular" or Municipal Approval)	120					June 30, 2030	<b>Note:</b> Each individual licence should be on a separate row. Please add additional rows as required.
<b>TOTAL BEDS (1)</b>	120						Add total of all beds (A,B,C, UpD, New)
Please include information specific to the following types of licenses on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization							<b>Note:</b> Each individual licence should be on a separate row. Please add additional rows as required.
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Short-Term Authorization							
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Convalescent Care Beds							
Respite Beds							
ELDCAP Beds							
Interim Beds							

## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

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Beds in Abeyance (BIA)			<u>Expiry date represents the end date of the BIA Agreement</u>
Designated specialized unit beds			
Other beds *			
<b>Total # of all Bed Types (3)</b>	120	June 30, 2030	Add total number of beds by usage type

\*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

### A.3 Structural Information

**Type of Room** (this refers to structural layout rather than what is charged in accommodations).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	80	x 1	80
Number of rooms with 2 beds	20	x 2	40
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
<b>Total Number of Rooms</b>	<b>100</b>	<b>Total Number of Beds*</b>	<b>120</b>

**\*Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2004
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) N/A 2) 3) 4)

### Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
<b>1<sup>st</sup> Floor – 1 unit</b>	<b>24</b>
<b>2<sup>nd</sup> Floor – 2 units</b>	<b>48</b>
<b>3<sup>rd</sup> Floor – 2 units</b>	<b>48</b>
<b>Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2)</b>	<b>120</b>



## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

### A.4 Additional Services Provided

	Service Provided		Contract for Service		Explanation if applicable
	Yes	No	Yes	No	
Nurse Practitioner	X				Fulltime on-site - shared between Grace and Faith Manors
Physiotherapy			X		
Occupational therapy			X		
Ophthalmology/ Optometry			X		
Audiology			X		
Dental			X		
Respiratory Technology			X		
Denturist			X		
IV Therapy (antibiotics or hydration)	X				
Peritoneal Dialysis (PD)		X		X	
Support for hemodialysis (HD)		X		X	
French Language Services		X		X	
Secure residential home area(s)	X				
Specialized Dementia Care unit(s)		X			In home BSO support
<b>A.4 Additional Services Provided (cont'd)</b>					
Designated smoking room(s)		X			
Specialized unit for younger physically disabled adults		X			
Support for Feeding Tubes	X		X		
Specialized Behavioural treatment unit(s)		X			
Transportation Services		X		X	We help to register all residents with Transhelp on admission
Additional service commitments for new bed awards (1987 to 1998)		X		X	
Other (specify)					
Other (specify)					
Other (specify)					
Other (specify)					

### A.5 Specialized Designations – Please note whether designation is official (e.g. MOHLTC, CCAC)

	Designated		Comments
	Yes	No	
Religious	X		Christian, Roman Catholic
Ethnic	X		Dutch Heritage

## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

Linguistic		X	
French Language Service			
Designation		X	
Aboriginal		X	
Other (specify)			
Other (specify)			
Other (specify)			

### A.6 Community Linkages

	Service Provided		Comments
	Yes	No	
Volunteer program	X		
Service groups	X		
Language interpreters	X		Not formal by available as required
Cultural interpreters	X		Not formal by available as required
Advisory council	X		
Community board	X		Volunteer Board of Directors
Faith communities	X		Protestant and Roman Catholic
Other (specify)		X	
Other (specify)		X	
Other (specify)		X	
Other (specify)		X	



## 2019-2022 Description of Home and Services

**LTCH Name: Grace Manor**

### A.7 Services Provided to the Community

	Service Provided		Comments
	Yes	No	
Meal Services	X		Meals on Wheels
Social Congregate Dining	X		Tenant Dining Room
Supportive Housing /SDL		X	
Adult Day Program		X	Have capacity/desire to provide
Retirement living		X	
Other (specify)			
Other (specify)			
Other (specify)			
Other (specify)			

### A.8 Quality Improvement Practices – Please Include a Summary of the LTCH's Quality Improvement Initiatives

Initiative	Comments
GPA Coach Training	Behavioural Support Nurses/Leads from both Grace and Faith Manors were trained as GPA Coach – enhanced training for staff
Working with RNAO to implement 3 best practice guidelines (falls prevention, prevention of resident abuse and neglect, and pain management)	Once completed, we will be recognized as an RNAO Best Practice Spotlight Organization
IDEAS – working with various community partners including HQO to implement best practice in palliative care approaches	Looking at POET, and to reduce # of unnecessary hospital visits
Quality Improvement Team and Specialized Programs Team – development of QIP, audits and statistical tracking and annual resident/family satisfaction survey	Teams meet quarterly to review quality indicators and make improvements, review survey and audit results, create action plans to address deficiencies
Lean Methods	Continually using technology to create efficiencies and quality of services. Administrator of Faith Manor has Gold level – LEAN Yellow Belt
Annual Program Review / Evaluation Day	Residents, families, board members, volunteers and staff come together for an entire day to review how we did on all programs and services and set goals and changes for next year

## Schedule B

### Additional Terms and Conditions Applicable to the Funding Model

**1.0 Background.** The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

**2.0 Additional Definitions.** Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

**"Allowable Subsidy"** refers to Allowable Subsidy as defined in s. 3 of Reg. 264/07 under LHSIA.

**"Construction Funding Subsidy" or "CFS"** means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

**"CFS Commitments"** means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the LHIN on June 30, 2010, and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

**"Envelope"** is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

**"Estimated Provincial Subsidy"** means the estimated provincial subsidy to be provided by a LHIN to an HSP calculated in accordance with Applicable Law and Applicable Policy.

**"Reconciliation Report"** refers to the Reconciliation Report as referenced in s. 3 of Reg 264/07 under LHSIA.

**"Term"** means the term of this Agreement.



### **3.0 Provision of Funding.**

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22<sup>nd</sup>) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

### **4.0 Use of Funding.**

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

### **5.0 Construction Funding Subsidies.**

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

### **6.0 Reconciliation.**

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC



in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

## Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates <sup>1</sup>
2019 – Jan 01-19 to Sept 30-19	By October 15, 2019
2020 – Jan 01-20 to Sept 30-20	By October 15, 2020
2021 – Jan 01-21 to Sept 30-21	By October 15, 2021
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates <sup>1</sup>
2019 – Jan 01-19 to Dec 31-19	By September 30, 2020
2020 – Jan 01-20 to Dec 31-20	By September 30, 2021
2021 – Jan 01-21 to Dec 31-21	By September 30, 2022
3. French Language Services Report	
Fiscal Year	Due Dates
2019-20 – Apr 01-19 to March 31-20	April 28, 2020
2020-21 – Apr 01-20 to March 31-21	April 30, 2021
2021-22 – Apr 01-21 to March 31-22	April 30, 2022
4. OHRS/MIS Trial Balance Submission	
2018-2019	Due Dates (Must pass 3c Edits)
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year)	January 31, 2019 – Optional Submission
Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	
Q4 – Apr 01-18 to March 31-19 (Fiscal Year)	May 31, 2019
Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	
2019-2020	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-19 to Sept 30-19 (Fiscal Year)	October 31, 2019
Q2 – Jan 01-19 to June 30-19 (Calendar Year)	
Q3 – Apr 01-19 to Dec 31-19 (Fiscal Year)	January 31, 2020 – Optional Submission
Q3 – Jan 01-19 to Sep 30-19 (Calendar Year)	
Q4 – Apr 01-19 to March 31-20 (Fiscal Year)	May 31, 2020
Q4 – Jan 01-19 to Dec 31-19 (Calendar Year)	
2020-2021	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-20 to Sept 30-20 (Fiscal Year)	October 31, 2020
Q2 – Jan 01-20 to June 30-20 (Calendar Year)	
Q3 – Apr 01-20 to Dec 31-20 (Fiscal Year)	January 31, 2021 – Optional Submission
Q3 – Jan 01-20 to Sep 30-20 (Calendar Year)	
Q4 – Apr 01-20 to March 31-21 (Fiscal Year)	May 31, 2021
Q4 – Jan 01-20 to Dec 31-20 (Calendar Year)	
2021-2022	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-21 to Sept 30-21 (Fiscal Year)	October 31, 2021
Q2 – Jan 01-21 to June 30-21 (Calendar Year)	
Q3 – Apr 01-21 to Dec 31-21 (Fiscal Year)	January 31, 2022 – Optional Submission
Q3 – Jan 01-21 to Sep 30-21 (Calendar Year)	
Q4 – Apr 01-21 to March 31-22 (Fiscal Year)	May 31, 2022
Q4 – Jan 01-21 to Dec 31-21 (Calendar Year)	
5. Compliance Declaration	

<sup>1</sup> These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.



<b>Funding Year</b>	<b>Due Dates</b>
January 1, 2019 – December 31, 2019	March 1, 2020
January 1, 2020 – December 31, 2020	March 1, 2021
January 1, 2021 – December 31, 2021	March 1, 2022

## **Schedule C – Reporting Requirements Cont'd**

### **6. Continuing Care Reporting System (CCRS)/RAI MDS**

<b>Reporting Period</b>	<b>Estimated Final Due Dates<sup>1</sup></b>
2018-2019 Q4	May 31, 2019
2019-2020 Q1	August 31, 2019
2019-2020 Q2	November 30, 2019
2019-2020 Q3	February 29, 2020
2019-2020 Q4	May 31, 2020
2020-2021 Q1	August 31, 2020
2020-2021 Q2	November 30, 2020
2020-2021 Q3	February 28, 2021
2020-2021 Q4	May 31, 2021
2021-2022 Q1	August 31, 2021
2021-2022 Q2	November 30, 2021
2021-2022 Q3	February 28, 2022
2021-2022 Q4	May 31, 2022

### **7. Staffing Report**

<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
January 1, 2019 – December 31, 2019	July 3, 2020
January 1, 2020 – December 31, 2020	July 2, 2021
January 1, 2021 – December 31, 2021	July 1, 2022

### **8. Quality Improvement Plan**

*(submitted to Health Quality Ontario (HQO))*

<b>Planning Period</b>	<b>Due Dates</b>
April 1, 2019 – March 31, 2020	April 1, 2019
April 1, 2020 – March 31, 2021	April 1, 2020
April 1, 2021 – March 31, 2022	April 1, 2021



## Schedule D – Performance

### 1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:  
*n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.  
*tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2019/20	
		Target	Standard
<i>Organizational Health and Financial Indicators</i>	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
<i>Coordination and Access Indicators</i>	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from LHIN Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
<i>Quality and Resident Safety Indicators</i>	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

## 2.0 LHIN-Specific Performance Obligations

IHSP 2019-22 Priority	IHSP Strategic Actions	Long-Term Care
<p><b>Improve the Patient Experience</b></p>	<p>Address service volumes, wait times, and hospital overcrowding to improve patient experience through system leadership</p>	<p><b>Quality: Integrated Regional Quality Plan</b> The LTC Home will actively partner and attend Central West LHIN Integrated quality plan Improvement Team Meetings by contributing to the continued development and implementation of the Central West LHIN Integrated quality plan. The LTC Home will also partner with the Central West LHIN towards collection of data for the development and successful implementation of year one deliverables (as identified by the LHIN)</p>
	<p>Co-design and create programs and services with patients and families</p>	<p>The LTC Home will submit the Quality Improvement Plan (QIP) to the LHIN in advance of submitting it to Health Quality Ontario (HCO) i.e prior to March 31st 2019. Within the QIP, the LTC Home will ensure the adoption and implementation of relevant HCO quality standards and the alignment of their quality plans to LHIN priorities and the Central West LHIN Integrated Quality Plan</p>
	<p>Develop and implement a local Hospice and Palliative Care Plan that supports early identification and advanced care planning.</p>	<p><b>Patient Experience and Patient Confidence Measurement</b> The LTC will work with the LHIN to evaluate opportunities to adopt patient confidence and patient experience indicators, as required by the Central West LHIN Integrated Quality Plan and Patient Experience Dashboard. The LTC will work with the LHIN to provide quarterly progress reports on the selected patient confidence and patient experience measures.</p>
<p><b>Address Health Inequities by Focussing on Population Health</b></p>	<p>Apply an evidence-informed approach to proactively identify health inequities and disparities at a local level in view of growing and diverse communities</p>	<p><b>Accreditation</b> LTC Homes are required to maintain accreditation on an ongoing basis and provide proof of accreditation to the LHIN when accreditation is awarded.</p>
	<p>Actively engage diverse communities, Indigenous and French Language Service partners to address the unique and culturally appropriate health care needs of these populations</p>	<p><b>Long Term Care Strategy</b> LTC organizations will actively participate in development of Central West LHIN LTC Strategy to meet the needs of an aging population and those with special needs unable to be safely maintained in the community.</p>
	<p>Develop a Long-Term Care Strategy to meet the needs of a rapidly aging population.</p>	<p><b>Central West Long Term Care Network</b> The LTC Home will ensure participation in Central West LTC Network to collaborate to establish common goals, share best practices, share updates and develop strategies to achieve objectives such as promote seamless transitions for patients across the health care system, improving quality of resident care as well as resident &amp; family satisfaction.</p>



## 2.0 LHIN-Specific Performance Obligations

IHSP 2019-22 Priority	IHSP Strategic Actions	Long-Term Care
Build and Foster Healthy Communities through Integrated Care Networks Closer to Home	Create integrated networks of care that ensure collaboration and seamless transitions for patients across the health care system, including home and community care, primary care, mental health and addictions, and social services	<p><b>Transitions in Care</b></p> <p>To support transitions in care, the Long Term Care (LTC) home will work with the hospital to ensure that a standardized communication process is followed for all Emergency Department (ED) transfers (to and from the hospital) in order to support informed patient transitions. Each LTC Home will provide the LHIN with a status report on the implementation of a standardized communication process by September 30, 2019.</p>
	Expand coordinated care planning for patients with complex needs at the sub-region level	<p><b>Coordinated Care Plan</b></p> <p>The LTC Home will identify and report on a quarterly basis the number of all appropriate complex care patients registered for a coordinated care plan as a percentage of their total count of complex patients. The LTCH will initiate, update or complete coordinated care plans.</p>
	Improve connections between care coordination and primary care.	<p>The LTC Home will report on patient confidence quarterly, in particular for those patients associated with a Health Links Coordinated Care Plan.</p>
	<p>Develop a System Capacity Plan to identify and address gaps and inform future investments</p> <p>Implement an Integration Strategy that improves patient access and experience, creates efficiencies, and improves effectiveness of the local health system</p> <p>Work with LHIN partners to drive continuous quality improvement and enhance performance outcomes</p>	<p><b>Palliative Care</b></p> <p>The LTC Home will participate and engage in the Central West Palliative Care Network and will consult and collaborate with the Network prior to making any material adjustments (additions/deletions or enhancements) to Palliative care services. The LTC Home will implement Palliative Care Network recommendations and support other palliative care initiatives, as required in alignment with the Health Quality Ontario Quality Standards, Palliative Care: Care for Adults With Progressive Life-Limiting Illness.</p> <p><b>Dementia Care</b></p> <p>The LTC Home will participate fully and collaborate and inform and align with the LHIN in support of the Dementia Strategy to ensure dementia clients have equitable access to available services and resources</p>



## Schedule E – Form of Compliance Declaration

### DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

**To:** The Board of Directors of the Central West Local Health Integration Network (the "LHIN"). Attn: Board Chair.

**From:** The Board of Directors (the "Board") of the [insert name of License Holder] (the "HSP")

**For:** [insert name of Home] (the "Home")

**Date:** [insert date]

**Re:** January 1, 2019 – December 31, 2019 (the "Applicable Period")

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The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2019.

\_\_\_\_\_  
[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],  
[insert title]

## Schedule E – Form of Compliance Declaration Cont'd.

### Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]