

SCHEDULE G – FORM OF COMPLIANCE DECLARATION

DECLARATION OF COMPLIANCE

Issued pursuant to the MSAA effective April 1, 2019

To: The Board of Directors of the Hamilton Niagara Haldimand Brant Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the St. Joseph's Home Care (the "HSP")

Date: June 30 2021

Re: April 1, 2020 – March 31, 2021 (the "Applicable Period")

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

The Board has authorized me, by resolution dated June 30, 2021, to declare to you as follows:

After making inquiries of the individual program's Directors and Managers responsible for the applicable MSAA programs 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 service accountability agreement (the "MSAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the MSAA concerning applicable procurement practices;
- (ii) The Local Health System Integration Act, 2006; and
- (iii) The Public Sector Compensation Restraint to Protect Public Services Act, 2010.



Adriaan Korstanje, Board Chair

Schedule G – Form of Compliance Declaration Cont'd.

Appendix 1 – Exceptions

N/A

St. Joseph's Home Care - MSAA
Schedule G – Declaration of Compliance- Due June 30, 2021
Reporting Period – April 1, 2020 – March 31, 2021

Under the terms of the Multi-Sector Service Accountability Agreement (MSAA) with the LHIN, St. Joseph's Home Care (SJHC) is required to submit a Declaration of Compliance confirming that SJHC has fulfilled its obligations under the MSAA in effect during the applicable period.

The Declaration of Compliance for the period April 1, 2020 to March 31, 2021 must be reported to the LHIN by June 30, 2021.

St. Joseph's Home Care (SJHC) has fulfilled its obligations under the MSAA during the Applicable period, with respect to:

Article 3.0 – Provision of Services

3.1 Provision of Services

SJHC has provided services in accordance with the terms of the MSAA agreement and complied with applicable Law and Policy.

- i. Currently there are no instances or cases where law or policy has not been met.
- ii. SJHC has never refused services to an individual based on geographic area.

3.2 Subcontracting of the Provision of Services

SJHC has met all obligations under the agreement with respect to Subcontractors. Primary subcontractors are PSW agency staffing to support provision of SJHC services under the MSAA agreement.

3.3 Conflict of Interest

There is no conflict of interest (perceived or identified) with respect to utilizing the funding and providing services or fulfilling obligations.

3.4 Digital Health

SJHC complies with the digital health technical and information standards set for health service providers and communicated to the SJHC by the MOHLTC and/or the LHIN.

3.5 French Language Services

SJHC provides services to the public in French in accordance with the provision of the FLSA as required.

Article 4.0 – Funding

4.5 Conditions of Funding

- i. SJHC confirms funding has been utilized for the purpose of providing services in accordance with Law, Policy, and terms of the agreement;
- ii. Spent the Funding only in accordance with the Service Plan; and
- iii. SJHC has planned and achieved annual balance budget.

4.6 Interest

General Bank Account is interest bearing and is reconciled. Unspent funds and interest income are able to be reported as required.

4.7 Rebates, Credit and Refunds

SJHC acknowledged and agrees that rebates, credits and refunds anticipated to be received has been considered as Funding.

4.8 Procurement of Goods and Services

SJHC is aware of and understand Article 4.8 – Procurement of Goods and Services as listed in the MSA, and agrees to procure goods and services purchased with the funding according to applicable procurement practices.

4.9 Disposition

SJHC acknowledges that it has not sold, leased or disposed of any assets purchased with LHIN funding, the cost of which exceed \$25,000 at the time of purchase.

Article 5.0 – Repayment and Recovery of Funding

5.1 Repayment and Recovery

SJHC acknowledges that any unspent LHIN funding will be recovered.

5.2 Provision for the Recovery of Funding

SJHC understands that it will make a provision for the recovery by the LHIN or any funding for which the conditions in section 4.5 are not met and in accordance with section 4.6.

Article 6.0 – Planning and Integration

6.2 Community Engagement & Integration Activities

SJHC engages the community regularly meets and obtains feedback from its patients, caregivers, clients, and to help inform plans, when setting priorities and, developing new policies that impact the delivery of health services

Article 7.0 – Performance

SJHC and the LHIN will strive to achieve on-going performance improvement. SJHC addresses performance improvement in a proactive, collaborative and responsive manner.

Article 8.0 – Reporting, Accounting and Review

8.1 Reporting

(b) Specific Obligations

SJHC has provided complete, accurate and authorized reports to the LHIN based on the reporting requirements and timelines outlined in Schedule B through the SRI on a quarterly basis.

(c) French Language Services

SJHC provides services in French under the provision of the FLSA.

8.3 Document Retention and Record Maintenance

- a) SJHC retains all records related to its performance of obligations, under the MSAA for 7 years after termination or expiration.
- b) SJHC keeps all financial records, invoices, documents related to funding that is consistent with advice from SJHC's auditors.
- c) SJHC keeps all non-financial documents and records relating to funding in a manner consistent with all Applicable Law.

8.4 Disclosure of Information

- a) SJHC Acknowledges the LHIN is bound by Freedom of Information and Protection of Privacy Act (Ontario) (FIPPA) and any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- b) SJHC treats Confidential Information as confidential and does not disclose it except with the consent of the disclosing party or as permitted or required under FIPPA or the Personal Health Information Protection Act, 2004, Local Health System Integration Act, 2006 (LHSIA), court order, subpoena or other Applicable Law.

8.5 Transparency

SJHC posts a copy of this Agreement and each Compliance Declaration submitted to the LHIN on its internal and public website.

Article 9.0 – Acknowledgement of LHIN Support

9.1 Publication

For the purposes of this Article 9, the term “publication” means any material on or concerning the Services that SJHC makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a website, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by SJHC in order to fulfill its reporting obligations under this Agreement are not included in the term “publication”.

9.2 Acknowledgement of Funding Support

- (a) SJHC agrees all publications will include
 - (1) An acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgment in any publication, SJHC will obtain the LHIN's approval of the form of acknowledgment, and;
 - (2) A statement indicating that the views expressed in the publication are the views of SJHC and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) SJHC understands that it will not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

Article 10.0 – Representation, Warranties and Covenants

10.1 General

SJHC, a division of St. Joseph's Health System (SJHS), has the experience and expertise to carry out services, holds all permits, licenses, has completed and provided to the LHIN its planning submission and that all information in the planning submission is true and complete.

10.4 Funding, Services and Reporting

SJHC represents warrants and covenants that:

(a) The Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;

(b) The Services are and will continue to be provided:

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

(2) In compliance with Applicable Law and Applicable Policy; and

(c) Every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately

10.5 Supporting Documentation

Upon request, SJHC understands that it will provide the LHIN with proof of the matters referred to in this Article.

Article 11.0 – Limitation of Liability, Indemnity & Insurance

11.4 Insurance

SJHC has all the required insurance in place and has provided certificates of insurance to the LHIN

Schedule B – Reports

Reporting Requirements 2020-2021: (April 1, 2020 to March 31, 2021 reporting period)

Report	Estimated Due Dates	Status
OHRS MIS/Trial Balance Q2 Q3 Q4	October 31, 2020 January 31, 2021 May 31, 2021	Completed Completed In Progress
Supplementary Reporting – Quarterly Report (SRI) Q2 Q3 Q4	November 7, 2020 February 7, 2021 June 7, 2021	Completed Completed In Progress
Annual Reconciliation Report	June 30, 2021	In Progress
Declaration of Compliance Apr 1, 2019 - Mar 31, 2020	June 30, 2021	In Progress
Board Approved Audited Statements	June 30, 2021	In Progress
French Language Service Report	April 30, 2021	N/A
Community Engagement and Integration Activities Reporting	June 30, 2021	In Progress

All reports which are completed have been accepted by LHIN, no concerns/issues, no outstanding reports.

Schedule D1 – Core Indicators

SJHC's delivery of the Services will be measured by the following indicators, targets, and where applicable Performance Standards, and target.

Performance Indicator	2020-202 Performance	
	Target	Standard
Balanced Budget – Fund Type 2	\$0	>=0
Proportion of Budget Spent on Administration	8.0%	<=9.6%
Percentage Total Margin	0.00%	>=0%

SJHC has satisfied the performance indicators outlined in schedule D.

Schedule D3

Develop a quality improvement plan for 2019-20 and submit a copy of the plan to the HNHB LHIN by June 1, 2019. Deadline was extended and now on hold.