

**Schedule 3**  
**Services Schedule**  
**Medical Supplies**

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## SECTION 1 – INTERPRETATION

### 1.1 Definitions

“**Agreement Term**” is defined in GC Section 1.1;

“**Annual Indicators**” is defined in SS Section 8.2(2)(f);

“**Annual Report**” is defined in SS Section 14.2(1);

“**Applicable Law**” is defined in GC Section 1.1;

“**Biomedical Waste**” means biomedical waste as defined in Guideline C-4 and, for greater certainty, includes biomedical waste or hazardous waste that is not otherwise accepted for regular garbage pick-up in the municipality in which the Service Delivery Location is located;

“**Business Day**” is defined in GC Section 1.1;

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

“**Categories of Delivery**” means Immediate Delivery, Individually Scheduled Delivery, Regularly Scheduled Delivery or LHIN Special Delivery, as set out in SS Section 4.1.2;

“**LHIN Client Information System**” means the LHIN’s client information management system described in the Special Conditions;

“**LHIN Special Delivery**” is defined in SS Section 4.1.2(3);

“**Client**” means an individual determined by the LHIN to be eligible to receive LHIN services;

“**Client Identifier**” means the identification number used by the LHIN to identify the Client;

“**Client Identifying Information**” means the Client’s name, Service Delivery Location, residential address (if different than the Service Delivery Location), telephone number, the LHIN contact person, unique Client Identifier, and alternative delivery address, if applicable;

“**Delivery Personnel**” is defined in SS Section 11.2(1);

“**Emergency Replacement Request**” is defined in SS Section 3.1(1)(c);

“**Emergency Response Plan**” is defined in SS Section 9.1(2)(d);

“**End Date**” is defined in GC Section 1.1;

“**End Date Transition Date**” is defined in SS Section 2.2.3(1);

“**Exception Items**” is defined in SS Section 13.2(1)

“**Existing Service Provider**” means a service provider providing similar services to the LHIN as those Services set out in this Services Schedule and whose agreement with the LHIN is expiring and is being replaced by the Agreement;

**“Fill Rate”** means the level that Inventory is required to be maintained at to ensure that a specified rate of Medical Supplies Orders can be filled by the Service Provider as set out in the Performance Standards Schedule;

**“Guideline C-4”** means Guideline C-4 to the *Environmental Protection Act*, R.S.O. 1990, c.E.19, entitled *"The Management of Biomedical Waste in Ontario"*, as such guideline is amended from time to time;

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

**“Immediate Delivery”** is defined in SS Section 4.1.2(1)(a);

**“Individually Scheduled Delivery”** is defined in SS Section 4.1.2(2);

**“Information Request”** is defined in SS Section 3.1(1)(b);

**“Inventory”** is defined in SS Section 6.1(1);

**“Long Term Care Act”** means the Ontario *Long-Term Care Act*, 1994, S.O. 1994, Chapter 26, as amended from time to time;

**“Medical Supplies”** means the medical supplies set out in the Price Form entitled “Medical Supplies List – Price Form” plus any Exception Items;

**“Medical Supplies Code”** means discrete LHIN codes which identify specific types of Medical Supplies;

**“Medical Supplies End Date”** means either the date specified in the Medical Supplies Order or the last day of an extension authorized by the LHIN pursuant to SS Section 3.3(2), if any, whichever is later;

**“Medical Supplies List”** means the list of Medical Supplies set out in the Price Form entitled “Medical Supplies List”;

**“Medical Supplies Depot”** is defined in SS Section 4.3(1);

**“Medical Supplies Order”** is defined in SS Section 3.1(1)(a);

**“Medical Supplies Start Date”** means the date of the delivery of Medical Supplies specified by the LHIN and the start of the Medical Supplies delivery period;

**“Next Business Day Delivery”** is defined in SS Section 4.1.2(1)(e);

**“Order”** is defined in GC Section 1.1;

**“Other Service Providers”** means other service providers retained by the LHIN to provide services (for example, nursing services) to the Client;

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

- (a) the period commencing on the Starting Date and ending on the day before the beginning of the first complete Quarter in the Agreement Term; or
- (b) the period commencing on the day after the last complete Quarter prior to the End Date and ending of the End Date;

**“Performance Standards”** is defined in the Performance Standards Schedule;

**“Private Client Delivery”** is defined in SS Section 4.3(6)(a);

**“Quality Management Program”** is defined in SS Section 8.1(1);

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

- (a) April 1<sup>st</sup> to June 30<sup>th</sup>;
- (b) July 1<sup>st</sup> to September 30<sup>th</sup>;
- (c) October 1<sup>st</sup> to December 31<sup>st</sup>; or
- (d) January 1<sup>st</sup> to March 31<sup>st</sup>;

**“Quarterly Indicators”** is defined in SS Section 8.2(2)(e);

**“Quarterly Report”** is defined in SS Section 14.1(1);

**“Recall”** is defined in SS Section 7.1(1);

**“Recall Plan”** is defined in SS Section 7.1(1);

**“Regularly Scheduled Delivery”** is defined in SS Section 4.1.2(1)(b);

**“Replacement Requests”** is defined in SS Section 3.1(1)(c) ;

**“Risk Event”** is defined in SS Section 10.2(1);

**“Risk Event Report”** is defined in SS Section 10.2(3);

**“Risk Management Program”** is defined in SS Section 9.1(1);

**“Same Day Delivery”** is defined in SS Section 4.1.2(1)(f);

**“Service Area”** is defined in GC Section 1.1;

**“Service Delivery Location”** is defined in SS Section 4.2(1);

**“Service Provider”** is defined in the Form of Agreement;

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

**“Service Requests”** is defined in SS Section 3.1(1);

**“Services”** is defined in SS Section 2.1(1);

**“Starting Date”** is defined in GC Section 1.1;

**“Subsequent Service Provider”** means the medical supplies service provider retained by the LHIN on or near the termination or expiration of the Agreement and who will provide services to the LHIN similar to those services described in this Services Schedule;

**“Supervisors”** is defined in SS Section 11.1(2);

"**Timed Delivery**" is defined in SS Section 4.1.2(1)(c);

"**Waste Pick-Up**" is defined in SS Section 4.4(1);

"**Weekend Delivery**" is defined in SS Section 4.1.2(1)(d);

"**Workplace Safety and Insurance Act, 1997**" means the Ontario *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c.16, as amended; and

"**WSIB Clearance Certificate**" means the clearance certificate issued by the Workplace Safety and Insurance Board in accordance with Workplace Safety and Insurance Board policy document number 14-02-04 and the *Workplace Safety and Insurance Act, 1997*.

## **SECTION 2 – GENERAL SERVICES DESCRIPTION**

### **2.1 Services**

(1) The Service Provider shall provide and deliver Medical Supplies to the LHIN's Clients as authorized by the LHIN in accordance with this Services Schedule (the "Services").

(2) The Service Provider shall be available and capable of providing the Services in accordance with the Service availability requirements set out in SS SECTION 3.

(3) The Service Provider shall deliver the Medical Supplies ordered by the LHIN without substitution, unless substitution is authorized by the LHIN in accordance with SS Section 3.5.

(4) The Service Provider shall deliver the Medical Supplies to the Client's Service Delivery Location, or alternative delivery address if specified by the LHIN in a Medical Supplies Order, no later than the delivery date and time specified by the LHIN in the Medical Supplies Order and in accordance with the Categories of Delivery set out in this Services Schedule.

(5) The Service Provider's Services shall include,

- (a) managing the receipt and acceptance of Service Requests from the LHIN;
- (b) delivering Medical Supplies as specified in this Services Schedule;
- (c) establishing and maintaining a Medical Supplies Depot in accordance with SS Section 4.3, if required by the LHIN in the Special Conditions;
- (d) providing and delivering Medical Supplies, as ordered by the LHIN, that are clean, pre-packaged and new and provided in accordance with the standards set out in the Performance Standards Schedule;
- (e) providing Other Service Providers with written and corresponding verbal instructions on the safe use and proper storage of Medical Supplies and responding to inquiries by Other Service Providers with respect to product information and instructions;
- (f) ensuring that manufacturers' and similar instructions are included with the Medical Supplies provided to the Client;
- (g) on an ongoing basis, monitoring and reporting on the quality and timeliness of the Service Provider's delivery of the Services in accordance with the Performance Standards and the requirements of the Agreement;



- (h) on request by the LHIN, providing expert advice and assistance to the LHIN on all matters related to Medical Supplies;
- (i) implementing a Quality Management Program and Risk Management Program to ensure the effective delivery of the Services;
- (j) attending meetings as required by the LHIN;
- (k) communicating with the LHIN on an ongoing basis;
- (l) creating, maintaining and retaining a record of Services delivered to the Client; and
- (m) providing reports as set out in this Services Schedule.

## **2.2 Transition Services**

### **2.2.1 New Service Requests**

(1) On the Starting Date, the LHIN shall commence referring new Service Requests to the Service Provider.

### **2.2.2 Special Circumstances During the Transition Period**

(1) If the Service Provider is the Existing Service Provider, the prices applicable to Service Requests placed by the LHIN prior to the Starting Date shall be the prices applicable in the then-current agreement between the LHIN and the Service Provider. After the Starting Date, the prices applicable to new Service Requests shall be the prices set out in the Pricing and Compensation Schedule. The Service Provider agrees, if it is also the Existing Service Provider, that its then-current contract will end as of the Starting Date.

### **2.2.3 End Date Transition**

(1) The LHIN may, in its sole discretion, commence transition to a Subsequent Service Provider no sooner than 60 days prior to the End Date (the “End Date Transition Date”) during which period the LHIN may carry out a transition of referrals of Service Requests under this Services Schedule to a Subsequent Service Provider. The LHIN may, in its sole discretion, decrease or end the issuance of new Service Requests to the Service Provider at any time after the End Date Transition Date.

## **2.3 Information Technology**

(1) The Service Provider shall have the capability to meet the needs of the LHIN with respect to information technology. If the LHIN anticipates the introduction of a new or unusual technology during the term of the Agreement, that technology is set out in the Special Conditions.

(2) The Service Provider shall have information technology that is compatible with the LHIN Client Information System. For clarity, the Service Provider’s information technology must be compatible with such functions as ordering of Medical Supplies, billing and reconciliation, reporting, information exchange, electronic mail, and facsimile or any other electronic means used by LHIN.

(3) Computer hardware, software, and telecommunications equipment must be in place at all times during the Agreement Term to enable timely and accurate data exchange between the Service Provider and the LHIN.

(4) The Service Provider shall meet the data formatting and electronic transmission requirements and adhere to the data integrity and confidentiality standards established by the LHIN.

(5) The Service Provider shall demonstrate to the LHIN that it uses security and data backup procedures that would ensure data integrity and continuation of delivery of Medical Supplies in the event of failure or disruption of the Service Provider's information technology systems.

### **SECTION 3 – SERVICE REQUESTS AND CLIENT REQUESTS - GENERAL**

#### **3.1 Types of Service Requests**

- (1) The LHIN shall request Services to be provided by the Service Provider,
- (a) by a LHIN order for Medical Supplies (“Medical Supplies Order”);
  - (b) by a LHIN request for information (an “Information Request”); or
  - (c) by a LHIN request for replacement of Medical Supplies at the Service Delivery Location or Medical Supplies Depot (a “Replacement Request”) or by a Replacement Request in an emergency situation in which the malfunction of Medical Supplies either seriously compromises or has the potential to seriously compromise the Client's safety (an “Emergency Replacement Request”),

(each, a “Service Request” or collectively “Service Requests”).

#### **3.2 Communication of Service Requests**

- (1) The LHIN may make a Service Request to the Service Provider by,
- (a) secure electronic transmission, including through a portal;
  - (b) personal contact by telephone;
  - (c) facsimile; or
  - (d) voicemail,

as determined by the LHIN and advised to the Service Provider in writing, from time to time.

- (2) The Service Provider shall,
- (a) be available to receive and respond to Service Requests from the LHIN during the hours specified by the LHIN in the Special Conditions and on the days of the week specified by the LHIN in the Special Conditions;
  - (b) respond to Information Requests no later than one Business Day after the request is made, if that request is made during the hours and on the days specified by the LHIN in the Special Conditions for receiving Service Requests;
  - (c) unless explicitly stated otherwise in the Special Conditions, provide emergency and on-call coverage 24 hours per day, 7 days per week to the LHIN to respond to Emergency Replacement Requests; and
  - (d) have a toll-free number available to receive Service Requests from multiple sites in the format or formats specified by the LHIN in the Special Conditions.

(3) The Service Provider shall contact the LHIN immediately by phone if a Service Request is incomplete, incorrect or unclear.

### **3.3 Medical Supplies Orders**

- (1) The LHIN shall include the following information on Medical Supplies Orders:
  - (a) Client Identifying Information;
  - (b) purchase order or transaction or reference number;
  - (c) Medical Supplies Code, as applicable;
  - (d) product specifications and description of Medical Supplies item, as applicable;
  - (e) Medical Supplies Start Date and, if appropriate, Medical Supplies End Date;
  - (f) delivery time and Category of Delivery;
  - (g) any additional delivery instructions, if applicable; and
  - (h) any other essential information as determined by the LHIN.
- (2) The LHIN may authorize an extension of the Medical Supplies End Date by written notice to the Service Provider.
- (3) The Service Provider shall provide the LHIN or Other Service Providers product information sheets, educational materials and instructions with the Medical Supplies, if directed by the LHIN.

### **3.4 Responding to Medical Supplies Orders**

- (1) The Service Provider shall, no later than 60 minutes after an Order is sent to the Service Provider by the LHIN, notify the LHIN if it is unable to fill the Order and carry out the delivery of the Order as required by the LHIN. If the Service Provider does not notify the LHIN within the 60 minutes for notification that it is unable to fill an Order in the specified delivery time, the Service Provider shall be considered to have confirmed that it is able to fill the Order and able to make the delivery in the specified delivery time. If the Service Provider notifies the LHIN that it is unable to fill an Order in the specified delivery time it shall, no later than 60 minutes after the first notification of inability to fill the Order, notify the LHIN as to when the applicable Medical Supplies is available and confirm a delivery date.
- (2) In all cases of the Service Provider's inability to fill an Order and carry out delivery in accordance with the requirements of this Services Schedule, the Service Provider shall use its best efforts to,
  - (a) source and supply the Medical Supplies that were not available in Inventory at the time of the Medical Supplies Order; and
  - (b) deliver the Medical Supplies to the Service Delivery Location on an urgent basis and at no additional cost to the LHIN.
- (3) For the purposes of the Performance Standards, a notice of inability to fill an Order that is given by the Service Provider in accordance with SS Section 3.4(1) shall be counted as a failure to fill an Order.
- (4) The Service Provider shall provide Medical Supplies in the unit of measurement specified in the Medical Supplies Order (in units of measurement permitted by the Medical Supplies List).

(5) The Service Provider shall provide Medical Supplies in sterile or protective packaging, as required.

### **3.5 Medical Supplies Substitution**

(1) The Service Provider shall not make substitutions of Medical Supplies for individual Clients without the prior oral authorization of the LHIN on a Client specific basis.

(2) The Service Provider shall not make substitutions of Medical Supplies in circumstances where the substitution will apply to more than a single Client for a period of longer than one week without the prior written authorization of the LHIN.

(3) In circumstances where a Service Provider makes a substitution of Medical Supplies, it shall be at no additional cost to the LHIN. In circumstances where a Service Provider makes a substitution of Medical Supplies that are less expensive than the Medical Supplies required by the Agreement, the Service Provider shall ensure that the LHIN is charged the lower price.

(4) The Service Provider shall have the expertise required to and shall make recommendations for appropriate substitutions, as required.

(5) For the purposes of the Performance Standards, a substitution that is required to be made by the Service Provider shall be counted as a failure to fill an Order.

### **3.6 Responding to Replacement Requests or Information Requests**

(1) The Service Provider shall be considered to have received, accepted and agreed that it is capable of fulfilling (by the time specified in this Services Schedule), a Replacement Request, Emergency Replacement Request or Information Request issued by the LHIN on the date and at the time the Service Request was issued by the LHIN.

### **3.7 Information Requests**

(1) The Service Provider shall respond to Information Requests from the LHIN no later than one Business Day after the request is made and at no additional cost to the LHIN.

### **3.8 Replacement Requests**

(1) The Service Provider shall carry out a Replacement Request as soon as possible after the LHIN's issuance of the request, and in any event no later than 2 days after the request is made and at no additional cost to the LHIN.

(2) The Service Provider shall monitor the Medical Supplies and shall, whether or not the LHIN has issued a Replacement Request, replace any Medical Supplies that are no longer fit for the purposes for which it is used by the Client. The replacement shall be carried out by the Service Provider in consultation with the LHIN and the Other Service Providers.

(3) The LHIN may, in exceptional circumstances, request that the Service Provider attend at the Service Delivery Location or Medical Supplies Depot to carry out an Emergency Replacement Request. The Service Provider shall respond to an Replacement Request, as soon as possible, but in any event no later than 4 hours after the request is made.

### **3.9 Information or Emergency Requests from Clients and Caregivers**

(1) During the times specified in the Special Conditions, the Service Provider shall respond to questions from Other Service Providers, Clients or their Caregivers with respect to,

- (a) information on the appropriate use of the Medical Supplies; or
- (b) faulty Medical Supplies.

(2) The Service Provider shall have the ability to communicate with Clients in the languages specified by the LHIN in the Special Conditions.

(3) The Service Provider may request that the LHIN arrange and pay for interpretation services or communication services necessary to provide Medical Supplies to the Client and the LHIN shall consider the request reasonably. This SS Section 3.9 does not apply if the Client's language is French, in which case the Service Provider shall be responsible for all costs and expenses of interpretation services or communication services, even if the circumstances set out in this SS Section 3.9 apply. For clarity, the LHIN shall be obliged to pay for interpretation or communication services only if, in the LHIN's opinion, acting reasonably, the circumstances set out in this SS Section 3.9(3) exist.

(4) The Service Provider shall ensure that all written materials that are produced by the Service Provider and that are provided to the Client at the Service Delivery Location state, in a clear manner, that the Services are being provided by the Service Provider pursuant to an agreement with the LHIN.

(5) The Service Provider and the Service Provider Personnel must represent the LHIN positively with Clients and Caregivers. Any Service Provider Personnel concerns about the LHIN or Other Service Providers will be addressed directly with the management of the LHIN.

(6) The Service Provider shall encourage the Client to contact the LHIN with any other related service issue or concern.

## **SECTION 4 – SERVICE REQUESTS - DELIVERY AND PICK-UP**

### **4.1 Categories of Delivery**

#### **4.1.1 Delivery Requests**

(1) The Service Provider shall deliver Medical Supplies that have been ordered by the LHIN in accordance with this Services Schedule to the specified Service Delivery Location no later than the time specified by the LHIN in the Order in accordance with the Categories of Delivery set out in Section 4.1.2.

#### **4.1.2 Categories of Delivery**

(1) The LHIN shall pay the Service Provider for each delivery of Medical Supplies in accordance with the following Categories of Delivery, which shall be specified in the Order:

- (a) delivery of Medical Supplies no later than four hours, or a shorter period of time if specified in the Special Conditions, after the Service Provider's receipt of the Medical Supplies Order ("Immediate Delivery") shall be paid at the rate for an Immediate Delivery set out in the Pricing and Compensation Schedule;
- (b) delivery of Medical Supplies ordered by the LHIN for delivery between 8:30 and 21:00 on the next Business Day after the Service Provider receives the Medical Supplies Order, or more than one Business Day later if specified by the LHIN in the Special Conditions, provided that the Service Provider receives the Medical Supplies Order on or before 20:00 the previous Business Day ("Regularly Scheduled Delivery") shall be paid at the rate for a Regularly Scheduled Delivery set out in the Pricing and Compensation Schedule;

- (c) delivery of Medical Supplies ordered by the LHIN for delivery at a time specified by the LHIN in the applicable Medical Supplies Order on the next Business Day (“Timed Delivery”) shall be paid at the rate for an Individually Scheduled Delivery set out in the Pricing and Compensation Schedule;
- (d) delivery of Medical Supplies ordered by the LHIN for delivery anytime on the weekend or statutory holidays in the geographic areas specified by the LHIN in the Special Conditions (“Weekend Delivery”) shall be paid at the rate for an Individually Scheduled Delivery set out in the Pricing and Compensation Schedule;
- (e) delivery of Medical Supplies ordered by the LHIN after 20:00 for delivery anytime the next Business Day (“Next Business Day Delivery”) shall be paid at the rate for an Individually Scheduled Delivery set out in the Pricing and Compensation Schedule; and
- (f) delivery of Medical Supplies ordered by the LHIN after 8:00 for delivery anytime, specified by the LHIN in the applicable Medical Supplies Order, before 21:00 on the same Business Day, provided that the Service Provider receives the Medical Supplies Order no later than 4 hours prior to the latest hour that the Service Provider is required to be available to receive and respond to Service Requests in accordance with SS Section 3.2(2)(a) (“Same Day Delivery”) shall be paid at the rate for an Individually Scheduled Delivery set out in the Pricing and Compensation Schedule.

(2) Each of a Timed Delivery, Weekend Delivery, Next Business Day Delivery, or Same Day Delivery is referred to as an “Individually Scheduled Delivery” and all of them are collectively referred to as “Individually Scheduled Deliveries”. The Individually Scheduled Deliveries that are applicable to the Agreement are specified by the LHIN in the Special Conditions.

(3) If the LHIN specifies a designated special delivery in the Special Conditions, the Service Provider shall deliver Medical Supplies that have been ordered by the LHIN in accordance with this Services Schedule to the specified Service Delivery Location within the timeframes set out in the Special Conditions (“LHIN Special Delivery”). A LHIN Special Delivery shall be paid at the rate for a LHIN Special Delivery set out in the Pricing and Compensation Schedule.

#### 4.1.3 Arranging Deliveries, Failed Deliveries and Signature on Receipt

(1) The Service Provider is solely responsible for making its own arrangements to ensure that the Client is available at the Service Delivery Location to permit delivery within the time specified by the LHIN for delivery in accordance with SS Section 4.1.2. For greater clarity, the Service Provider shall continue to attempt to arrange delivery of the Medical Supplies and to make delivery attempts on an ongoing basis until two days after the expiration of the time specified by the LHIN for delivery, at no additional cost to the LHIN.

(2) If the Service Provider is unable to deliver the Medical Supplies within the time specified by the LHIN, the Service Provider shall inform the LHIN as soon as possible, but no later than 60 minutes after the expiration of the original deadline for delivery as established by the LHIN in accordance with SS Section 4.1.2.

(3) The Service Provider shall ensure that it receives a signature from the Client, Caregiver or a person designated by the Client or Caregiver at the Service Delivery Location or Medical Supplies Depot, as applicable, confirming receipt of the Medical Supplies and confirming the time of delivery.

## **4.2 Service Delivery Location**

(1) The Service Provider shall deliver the Medical Supplies at any location in the Service Area specified by the LHIN (the “Service Delivery Location”). For greater certainty, a Service Delivery Location may be a Client’s home, a school, a hospice, a hospital, a Medical Supplies depot operated by the LHIN or an alternate delivery location specified by the LHIN.

(2) The Service Provider cannot repeatedly refuse the same type of Service Request on the basis of the Service Delivery Location of the Client.

## **4.3 Medical Supplies Depot**

(1) If specified by the LHIN in the Special Conditions, the Service Provider shall establish a location that is physically accessible for Clients and Caregivers to pick-up Medical Supplies, including access to parking (a “Medical Supplies Depot”). The Medical Supplies Depot shall be operated in compliance with the Performance Standards.

(2) The Service Provider shall operate each Medical Supplies Depot during the days and hours of operation specified by the LHIN in the Special Conditions. The Service Provider shall ensure that the Medical Supplies Depot is adequately staffed with Service Provider Personnel.

(3) The Service Provider shall be responsible for all costs of establishing, maintaining and operating the Medical Supplies Depot.

(4) For greater certainty, the Service Provider shall ensure it has all required permits, licenses and approvals required by the Applicable Law for the Medical Supplies Depot. The Service Provider shall ensure that the Medical Supplies Depot complies with all LHIN policies and procedures related to the operation of a Medical Supplies depot.

(5) If the Service Provider is operating a Medical Supplies Depot in accordance with this SS Section 4.3, it shall be responsible, if applicable, for identifying, returning and re-stocking any Medical Supplies that have not been picked up by a Client within two weeks after they were ordered by the LHIN.

(6) If the LHIN has determined that a Client is eligible to pick up Medical Supplies from the Medical Supplies Depot and the Client has indicated a preference for home delivery, the following shall apply:

- (a) at the request of the LHIN and at the sole expense of the Client, the Service Provider shall provide a delivery service for the delivery of the Client’s Medical Supplies to a location specified by the Client (a “Private Client Delivery”);
- (b) the Service Provider shall provide the Private Client Delivery at a reasonable market-based rate determined by the Service Provider;
- (c) the LHIN shall not be responsible or liable for payment to the Service Provider for a Private Client Delivery; and
- (d) the Service Provider shall make all of the necessary arrangements required for the Private Client Delivery and the receipt of payment for that delivery.

## **4.4 Biomedical Waste Pick-Up**

(1) The Service Provider shall provide the Client with all necessary instruction and disposal containers required for the proper disposal of Biomedical Waste generated from the use of any Medical Supplies. The disposal containers for Biomedical Waste may be provided by the LHIN or a third party service provider. For clarity, this SS Section 4.4(1) shall apply to the Service Provider, regardless of

whether the Service Provider is responsible for the pick-up and disposal of Biomedical Waste in accordance with SS Section 4.4(2).

(2) If specified by the LHIN in the Special Conditions, upon the request of the LHIN, the Service Provider shall arrange for pick-up and disposal of Biomedical Waste contained in disposal containers at the Service Delivery Location (a "Waste Pick-Up").

(3) The Service Provider shall at all times be liable for compliance with the Applicable Law and any guideline, policy or rule issued by the Ministry of the Environment (or its successor) relating to the pick-up, transport and disposal of Biomedical Waste, including Guideline C-4.

## **SECTION 5 – CLIENT COMMUNICATION AND ISSUES WITH THE SERVICE DELIVERY LOCATION**

### **5.1 Carrying out a Delivery Service Request**

(1) The Service Provider shall instruct the Client, Caregiver or Other Service Provider, as appropriate, on the safe storage of Medical Supplies as required.

(2) The Service Provider shall provide the Client, Caregiver or Other Service Provider as appropriate, with the Service Provider's contact information.

(3) The Service Provider shall provide storage instructions, including any safety precautions, to the Client and Caregiver for specified Medical Supplies in a language specified by the LHIN or form that the Client and Caregiver can understand. The Service Provider's storage instructions shall include information on the use of the Medical Supplies, instructions on safety precautions related to the Medical Supplies and the name of a Service Provider contact person in the event that the Medical Supplies malfunction.

(4) The Service Provider shall notify the LHIN by the communication method specified by the LHIN, as soon as possible, but in any event no later than 60 minutes after the required deadline for the delivery of Medical Supplies, plus a reasonable time for instruction with respect to the Medical Supplies, of any of the following events:

- (a) an inability to deliver the Medical Supplies as ordered by the LHIN;
- (b) an inability to provide the Client with written storage instructions;
- (c) identification and determination by the Service Provider that conditions exist in the Service Delivery Location that will affect the safe use of the Medical Supplies;
- (d) a determination by the Service Provider that the Client has been admitted to hospital; or
- (e) a refusal by the Client to accept the Medical Supplies delivery.

## **SECTION 6 – INVENTORY REQUIREMENTS**

### **6.1 Inventory Requirements**

(1) The Service Provider shall provide and maintain a Medical Supplies inventory (the "Inventory") that,

- (a) is of an appropriate variety and quantity to meet the needs of the LHIN in accordance with the Performance Standards Schedule;



- (b) is capable of meeting the Fill Rate requirements set out in the Performance Standards Schedule;
- (c) consists of Medical Supplies which,
  - (i) are standard new and pre-packaged;
  - (ii) meet the requirements of the Performance Standards Schedule;
  - (iii) are safe and approved by the Canadian Standards Association, if applicable, and meet any other applicable safety standards; and
  - (iv) are, at all times, fit for the purpose intended by the manufacturer.
- (d) consists of Medical Supplies which,
  - (i) if applicable, are of the acceptable brand or brands specified by the LHIN for the item in the Medical Supplies List; or
  - (ii) if permitted by the LHIN as specified in the Medical Supplies List, are equivalent to the acceptable brand or brands specified by the LHIN for the item in the Medical Supplies List.

(2) For the purposes of SS Section 6.1(1)(d), “equivalent” shall mean equivalent in quality, performance and specifications to the acceptable brand or brands specified by the LHIN for such item in the Medical Supplies List, as determined by the LHIN, acting reasonably.

(3) The Service Provider shall have a system in place to coordinate and monitor appropriate Inventory levels to meet the required Fill Rate.

(4) For clarity, the Fill Rate requirements in the Performance Standards Schedule do not apply to Exception Items.

## **6.2 Medical Supplies Catalogue**

(1) The Service Provider shall develop and provide to the LHIN a catalogue in the format requested by the LHIN of all Medical Supplies routinely used by the LHIN, which shall include the Medical Supplies Code, manufacturer's code, a brief listing of features and related accessories, restrictions or limitations, if any, and any known safety alerts for each Medical Supplies item listed. The catalogue shall be subject to the review and approval of the LHIN and, upon request by the LHIN, the Service Provider shall review and update the catalogue. For greater clarity, the catalogue is for convenience only and does not affect, in any way whatsoever, the Service Provider's obligation to provide all of the Medical Supplies.

## **SECTION 7 – RECALLS AND DEFECTIVE MEDICAL SUPPLIES**

### **7.1 Recalls to Service Provider**

(1) The Service Provider shall immediately alert the LHIN to information on Medical Supplies defects, hazards, warnings or recalls by the manufacturer(s) of the Medical Supplies (whether voluntary or involuntary) (a “Recall”) issued or posted by Health Canada, medical supplies industry sources or the manufacturer(s). No later than 24 hours after the Service Provider received the information regarding a hazard, warning, defect or Recall, and having regard to the level of risk of the hazard, warning, defect or Recall, the Service Provider shall provide the LHIN with the Service Provider's plan to,

- (a) provide a report of the Clients that are affected by the hazard, defect, warning or Recall; and
  - (b) trace and replace Medical Supplies affected by the hazard, defect, warning or Recall in each Client's Service Delivery Location, at no cost to the LHIN,
- (the "Recall Plan").

(2) The Service Provider shall take all required steps to carry out the Recall Plan as soon as possible following the notice of the Recall Plan delivered to the LHIN pursuant to SS Section 7.1(1).

## **7.2 Defective Products**

If the LHIN or Other Service Provider notifies the Service Provider that a Medical Supplies item may be defective or of inferior quality, the Service Provider shall assess, or assist in assessing, the contributing factors to the defectiveness or quality problem and shall research with the manufacturer or distributor whether there have been similar occurrences with the product or brand. The Service Provider shall take all reasonable and prudent steps to ensure that the Client's immediate situation is rectified and shall provide replacement products to all Clients likely affected by the same Medical Supplies item, at no cost to the LHIN.

## **SECTION 8 – QUALITY MANAGEMENT PROGRAM**

### **8.1 General**

(1) The Service Provider shall implement a program to monitor, record, assess, evaluate and improve the Service Provider's performance in the delivery of the Services (the "Quality Management Program") that,

- (a) uses valid and reliable tools and techniques for process analysis;
- (b) results in decisions that are based on reliable data, information and performance analysis;
- (c) establishes a process for identifying, implementing and maintaining improvements; and
- (d) is designed to track the Service Provider's record of improvements in business practices and delivery of the Services to Clients.

### **8.2 Performance Standards Monitoring**

(1) The Service Provider shall ensure that the Quality Management Program incorporates the Service Provider's performance obligations, including the measurement and reporting on Performance Standards set out in the Performance Standards Schedule, into the Service Provider's Quality Management Plan.

- (2) The Quality Management Program shall also include,
- (a) the measurement and tracking of performance indicators developed and tracked by the Service Provider, in addition to Quarterly Indicators and Annual Indicators, relating to the quality of the Services delivered by the Service Provider;
  - (b) a process for the implementation of corrective action in circumstances where a Performance Standard is not achieved;

- (c) the monitoring and reporting of any corrective action taken pursuant to SS Section 8.2(2)(b) and the results of the corrective action;
- (d) the review, assessment and improvement of the Service Provider's organizational processes on a regular basis;
- (e) the measurement and reporting of the following information related to the delivery of Medical Supplies and associated Services by the Service Provider in each Quarter or Part Quarter (the "Quarterly Indicators"):
  - (i) the number of Client and Caregiver complaints received by the Service Provider in the applicable Quarter or Part Quarter divided by the number of Clients in the applicable Quarter or Part Quarter;
  - (ii) the types of Client and Caregiver complaints received by the Service Provider in the applicable Quarter or Part Quarter; and
  - (iii) the number of Individually Scheduled Deliveries in the applicable Quarter or Part Quarter divided by the number of deliveries in the Quarter or Part Quarter;
- (f) the measurement and reporting of a summary of the results of any Client or Caregiver satisfaction surveys undertaken by the Service Provider in the applicable Agreement Year (the "Annual Indicators");
- (g) a Client service monitoring system that shall include,
  - (i) plans to communicate to Clients and, if applicable, the Caregivers whose complaints regarding the provision of the Services may be submitted either directly to the LHIN or to the Service Provider;
  - (ii) a system to receive, handle, respond to and track all Client and, if applicable, Caregiver queries, complaints and requests including queries, complaints and requests with respect to:
    - (A) Medical Supplies;
    - (B) Service Provider Personnel; or
    - (C) the quality of the Services provided by the Service Provider; and
- (h) a program to conduct Client or Caregiver satisfaction surveys in coordination with the LHIN unless otherwise specified, by the LHIN.

(3) Any Service Provider survey of Client satisfaction shall be coordinated and discussed with the LHIN prior to implementation by the Service Provider.

(4) For greater clarity, the Performance Standards monitoring requirements set out in this Services Schedule and the Performance Standards Schedule are applicable to a Medical Supplies Depot.

## **SECTION 9 – RISK MANAGEMENT AND INFECTION CONTROL**

### **9.1 Risk Management Program**

(1) The Service Provider shall implement a risk management program to identify, assess, analyze, prepare for, manage, mitigate and, wherever possible, prevent, in respect of Medical Supplies,

- (a) safety risks at the Service Delivery Location, including physical, environmental and psychosocial risks for the Client, Caregiver and Service Provider Personnel that affect or may affect the health of the Client or the delivery of the Medical Supplies; and
  - (b) organizational risks for the Service Provider that affect or may affect the delivery of Services,
- (collectively, the “Risk Management Program”).
- (2) The Risk Management Program shall include,
- (a) strategies and procedures for reducing safety risks to the Client, Caregiver, Service Provider Personnel, the LHIN and Other Service Providers, including:
    - (i) providing Medical Supplies that comply with the Applicable Law and the Performance Standards Schedule;
    - (ii) communicating regularly with manufacturers and other sources of information on Medical Supplies to be current on hazards, defects and new products;
    - (iii) notifying the LHIN of hazards, defects, warnings and Recalls from manufacturers and taking immediate appropriate action to replace the Medical Supplies without cost to the LHIN; and
    - (iv) providing regular education and training to Service Provider Personnel on appropriate infection control processes during Medical Supplies delivery;
  - (b) strategies for communicating organizational risks to the LHIN;
  - (c) a program to track and assess financial risks, contingencies, liabilities and irregular transactions, including,
    - (i) negative earnings trends of the Service Provider;
    - (ii) unusual or non-recurring events;
    - (iii) defaults under the Service Provider’s significant agreements;
    - (iv) significant acquisitions, dispositions or restructurings;
    - (v) the need for a significant increase in the Service Provider’s borrowing or cash requirements;
    - (vi) losses or reductions in Service Provider revenue from a significant customer or contract; and
    - (vii) inadequacy of working capital for daily operations;
  - (d) procedures for the Service Provider to follow when encountering emergencies, disasters or unforeseen situations (the “Emergency Response Plan”), including,
    - (i) natural disasters;

- (ii) war or other hostilities;
  - (iii) severe weather;
  - (iv) terrorist acts;
  - (v) public infrastructure failure;
  - (vi) strikes, lock-outs or other labour actions and disruptions;
  - (vii) failure of Service Provider infrastructure;
  - (viii) failure or major disruption of Service Provider information or communication systems;
  - (ix) fire;
  - (x) Client-specific medical emergencies;
  - (xi) a public health emergency;
  - (xii) abuse of a Client, Caregiver or Service Provider Personnel;
  - (xiii) legal proceedings against the Service Provider; and
  - (xiv) insolvency or bankruptcy of the Service Provider;
- (e) provision to train and prepare Service Provider Personnel for emergencies, disasters and unforeseen situations in accordance with the “Emergency Response Plan”, and to test and revise the Emergency Response Plan on a regular basis;
  - (f) policies and procedures for delivering Services to Clients and Caregivers with communicable diseases and reportable diseases defined in the *Health Protection and Promotion Act*;
  - (g) policies and procedures for surveillance and management of Service Provider Personnel with communicable diseases and reportable diseases defined in the *Health Protection and Promotion Act*;
  - (h) a description of technologies available to the Service Provider to protect and back-up information and communication systems in the event of failure or disruption; and
  - (i) a mechanism to sequester and lock a Medical Supplies item in case of Client injury related to the Medical Supplies (for example, in the event of a coroner’s investigation).

(3) Any Emergency Response Plan prepared by the Service Provider shall be consistent with the LHIN’s Emergency Response Plan and the Service Provider shall cooperate or work with the LHIN in emergency situations.

## SECTION 10 – COMMUNICATION

### 10.1 Communication with the LHIN

(1) The Service Provider shall make available the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with LHIN Information Requests.

(2) The Service Provider shall provide feedback to the LHIN with respect to the appropriateness of Medical Supplies Orders, complaints from Clients and Caregivers about the LHIN and the general comments regarding the effectiveness of the LHIN community services.

### 10.2 Risk Event Reporting

(1) The Service Provider shall immediately notify the LHIN if an event occurs that has affected or may reasonably be expected to affect,

- (a) the safety of the Client or any person involved in the Client's care;
- (b) the Service Provider's ability or suitability to provide Medical Supplies; and
- (c) a Recall in accordance with SS Section 7.1,

(collectively, a "Risk Event").

(2) A Risk Event includes,

- (a) an actual or potential injury to a Client;
- (b) any abuse or potential abuse of a Client by the Service Provider Personnel;
- (c) the unexpected death of a Client;
- (d) previously unreported safety risks in the Service Delivery Location;
- (e) the commencement of a claim, legal proceeding or police investigation relating to a Client that involves the Service Provider Personnel;
- (f) the abuse, or risk of abuse, of the Service Provider Personnel by a Client or Caregiver;
- (g) an inability to make a scheduled delivery of Medical Supplies where the Client's health or safety is known to be at risk; and
- (h) a communicable or reportable disease, as defined in the *Health Protection and Promotion Act*, develops in Service Provider Personnel that have had contact with the Client.

(3) The Service Provider shall submit a report to the LHIN when a Risk Event occurs (the "Risk Event Report"), no later than 24 hours after the Risk Event.

(4) The Service Provider shall immediately notify the LHIN if an event occurs that has affected or may reasonably be expected to affect the Service Provider's ability or suitability to provide Medical Supplies including,

- (a) any decision of the Service Provider to initiate bankruptcy or insolvency proceedings;
- (b) the receipt by the Service Provider of a coroner's warrant for seizure or a warrant for a coroner's inquest;
- (c) an illegal act is alleged to have been committed by the Service Provider or Service Provider Personnel while delivering Services;
- (d) an information request regarding current LHIN Clients where the LHIN is providing the Client with Medical Supplies is made by any third party that is not part of the circle of care; and
- (e) the Service Provider at any time fails to meet the Performance Standards.

### **10.3 Team Work with Other Service Providers**

The Service Provider shall collaborate with Other Service Providers to promote efficient and effective Client services. This may include such activities as participation on working groups, and providing information on Medical Supplies to Other Service Providers.

### **10.4 Designated French Language Service Agency or Area**

#### **10.4.1 Delivery of Services in French**

- (1) The Service Provider shall deliver all Services to a Client in French at the instruction of the LHIN.
- (2) The Service Provider shall ensure that Clients are able to assert their preference to receive Services in French and shall not discourage Clients, directly or indirectly, from asserting their preference to receive Services in French.
- (3) The Service Provider shall ensure that all Service Provider Personnel who will deliver Services to a Client are aware of that Client's preference to receive Services in French.

#### **10.4.2 Communication**

- (1) The Service Provider shall be able to answer and respond to all requests from a Client and, if applicable, a Caregiver, in both English and French. The Service Provider must respond to any correspondence from a Client in the language of the Client's correspondence.
- (2) The Service Provider shall, at the instruction of the LHIN, provide, to Clients, all forms, consents and written materials, including any educational materials and operating instructions for Medical Supplies, produced by the Service Provider in French.

#### **10.4.3 Quality Management Program**

- (1) The Service Provider's Client service monitoring system shall include a plan to evaluate the satisfaction of Clients receiving Services in French.

## **SECTION 11 – SERVICE PROVIDER PERSONNEL**

### **11.1 Service Provider Personnel**

(1) The Service Provider must have an ongoing program to ensure the competence, performance and continuing education of the Service Provider Personnel to meet or exceed the Performance Standards.

(2) The delivery of Services to the Client by the Service Provider Personnel shall be supervised by service supervisors (the “Supervisors”).

### **11.2 Delivery Personnel**

(1) The Service Provider Personnel delivering Medical Supplies shall be easily identifiable as employees of the Service Provider or employees of the Subcontractor and must be in uniform (“Delivery Personnel”). Photo identification cards must be visible and worn at all times by Delivery Personnel.

(2) Delivery Personnel shall clearly communicate to the Client or Caregiver who they are and the reason for their visit.

(3) Delivery Personnel shall demonstrate courtesy and respect to Clients and shall not smoke during delivery of Medical Supplies.

(4) The Service Provider shall verify that each Delivery Personnel who will deliver Medical Supplies has obtained a Canadian Police Information Centre computer check and provides an annual offence declaration.

### **11.3 Education and Training**

(1) The Service Provider shall provide education and demonstration to Other Service Providers and the LHIN on Medical Supplies as requested by the LHIN.

(2) The Service Provider shall provide product demonstrations and displays for education purposes as requested by the LHIN.

## **SECTION 12 – PRODUCT REVIEW**

### **12.1 New Technologies**

(1) The Service Provider shall,

- (a) have a process to evaluate the newest developments in product technologies;
- (b) collaborate with the LHIN in the introduction of new technologies;
- (c) source and supply new products as required by LHIN.

(2) The Service Provider shall be proactive in researching and recommending new products and technologies that would provide efficient and effective service to Clients and the LHIN.

(3) The Service Provider shall participate, as required by the LHIN, in the LHIN’s product review process which may result in the addition or deletion of Medical Supplies to the contracted Medical Supplies List.

## **SECTION 13 – MEDICAL SUPPLIES LIST**



### **13.1 Changes to the List**

#### **13.1.1 Medical Supplies**

(1) The LHIN may, at any time and in accordance with the procedure set out in this SS Section 13.1, add or remove Medical Supplies from the Medical Supplies List. Either the Service Provider or the LHIN may suggest an addition or deletion from the Medical Supplies List, however, the LHIN must approve any addition or deletion from the Medical Supplies List.

#### **13.1.2 Additional Items**

(1) The LHIN will not add items to the Medical Supplies List unless the items are first used by the LHIN as Exception Items in accordance with the procedure set out in SS Section 13.2. If, after discussion and collaboration with the LHIN and, if applicable, Other Service Providers, the Service Provider recommends that an Exception Item be added to the Medical Supplies List, the Service Provider shall provide the LHIN with a price quote and details regarding availability of Exception Item proposed to be added to the Medical Supplies List.

(2) The LHIN shall consider a Service Provider's request made under SS Section 13.1.2(1) and may approve the addition, taking into account factors such as product quality and price.

(3) If the LHIN approves the addition of an Exception Item to the Medical Supplies List, the Service Provider and LHIN shall negotiate, in good faith, a price for the Medical Supplies.

(4) If the Exception Item is added to the Medical Supplies List, it shall thereafter be considered as Medical Supplies, as applicable, for the purposes of the Agreement.

#### **13.1.3 Removal of Items**

(1) The LHIN shall provide notice to the Service Provider of its intention to remove an item from Medical Supplies List no later than 30 Business Days prior to the effective date of the removal.

### **13.2 Exception Items**

(1) An "Exception Item" is an item of Medical Supplies not listed on the Medical Supplies List.

(2) The LHIN may require that the Service Provider provide Exception Items and the LHIN may require such items from the Service Provider from time to time.

(3) The Service Provider shall attempt to source the Exception Item(s) and shall communicate to the LHIN no later than two Business Days after the LHIN's request regarding the availability of the Exception Item(s) and potential delivery time.

## **SECTION 14 – ORGANIZATIONAL REPORTING**

### **14.1 Quarterly Reports**

(1) In addition to the other reports required by the Agreement, the Service Provider shall prepare and deliver to the LHIN a report for each Quarter or Part Quarter (the "Quarterly Report"), that includes:

- (a) a Performance Standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standard for SS Section 6.1;

- (b) an indicator report setting out the results of the Service Provider's Quarterly Indicator monitoring program pursuant to SS Section 8.2(2)(e);
- (c) a report on any innovative approaches to the delivery of Services adopted by the Service Provider;
- (d) the results of any corrective action taken pursuant to SS Section 8.2(2); and
- (e) a status report on any material or substantive changes to the plans and programs listed in SS SECTIONS 8 and 9.

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

#### **14.2 Annual Report**

(1) The Service Provider shall, no later than July 1 of each year during the Agreement Term, submit to the LHIN an annual report (the "Annual Report"), which shall include,

- (a) an executive summary of the results and outcomes of the Service Provider's performance indicator measurement and tracking pursuant to SS Section 8.2(2)(a) in the preceding Agreement Year;
- (b) an indicator report setting out the results of the Service Provider's Annual Indicator monitoring program pursuant to SS Section 8.2(2)(f);
- (c) a Performance Standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standards for SS Section 6.1;
- (d) a copy of the Service Provider's WSIB Clearance Certificate issued within 60 days of the date of the Annual Report; and
- (e) any other information that may reasonably be required by the LHIN.

(2) For greater certainty, where a Service Provider has provided Services under the Agreement for a partial Agreement Year, at the beginning or end of the Agreement Term, the Annual Report shall include the information required in SS Section 14.2(1) for the partial Agreement Year.

#### **14.3 Ministry of Health and Long-Term Care Reports**

(1) The Service Provider shall submit to the LHIN a report containing the information required by the Ministry of Health and Long-Term Care, in the format and frequency required by the Ministry of Health and Long-Term Care.