

Schedule 3
Services Schedule
Nursing

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THE SERVICES SCHEDULE SCHEDULE 3 TO THE GENERAL CONDITIONS

SECTION 1 INTERPRETATION

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Equipment and Supplies**” means the Standard Equipment and Supplies, the CCAC Equipment and Supplies and, if applicable, the Equipment and Supplies provided by the CCAC pursuant to SS Section 4.1(2);

“**French Language Services Act**” means the Ontario *French Language Services Act*, R.S.O. 1990, Chapter F.32, as amended from time to time;

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

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

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

“Home Care and Community Services Act” means the Ontario *Home Care and Community Services Act, 1994*, S.O. 1994, Chapter 26, as amended from time to time;

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

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

“Missed Care” means any scheduled Fixed Period Visit or Hourly Visit to a Patient, authorized by the CCAC as part of the Patient Care Plan, that has been accepted by the Service Provider but that the Service Provider fails to attend and fails to reschedule in accordance with the Patient Care Plan and includes a Fixed Period Visit or Hourly Visit required by the Patient Care Plan that the Service Provider originally accepts and then subsequently informs the CCAC that it is unable to carry out;

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

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

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

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

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

- (a) a Service Request has been made to all service providers with whom the CCAC has signed an agreement to provide nursing services but has been refused by all service providers;
- (b) a Service Request has been made to a service provider but only partially accepted and the remaining Services have been refused by all service providers; or
- (c) the CCAC intends to make a Service Request, but such Service Request has not yet been made for funding, resource or other reasons;

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

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

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

“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 on the End Date;

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

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

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

“Patient Identifiers” is defined in SS Section 2.1.3(2)(a);

“Patient Interim Report” is defined in SS Section 5.6(1);

“Planned Discharge Date” is defined in SS Section 2.1.3(2)(r);

“Quality Management Program” is defined in SS Section 7.3(1);

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

- (a) April 1st to June 30th;
- (b) July 1st to September 30th;
- (c) October 1st to December 31st; and
- (d) January 1st to March 31st;

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

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

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

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

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

“Refusal” means a Service Provider’s decision not to accept a Referral, a Resumption Request, a Service Increase or an Urgent Nursing Services Request, in accordance with this Services Schedule, when requested by a CCAC;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Services” means all services to be provided by the Service Provider in accordance with this Services Schedule and includes both services provided directly to the Patient and services provided to the CCAC;

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

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

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

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

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

1.2 Supplementing the General Conditions

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

SECTION 2 CCAC PLANNING AND REQUESTING DELIVERY OF NURSING SERVICES

2.1 Development of Patient Care Plan

2.1.1 General Planning

The CCAC shall plan for the delivery of Nursing Services and other CCAC Community Services to each Patient by,

- (a) carrying out an assessment of the Patient pursuant to SS Section 2.1.2;

- (b) providing the Service Provider with the CCAC Assessment pursuant to SS Section 2.1.2(2); and
- (c) developing a Patient Care Plan pursuant to SS Section 2.1.3.

2.1.2 CCAC Assessment

(1) The CCAC shall assess the Patient's requirements for CCAC Community Services and Non-CCAC Community Services in accordance with the *Home Care and Community Services Act*.

(2) The CCAC shall provide the Service Provider with a report on the CCAC assessment (the "CCAC Assessment") in respect of each Patient to whom the Service Provider will deliver Nursing Services.

(3) The CCAC Assessment will include some or all of the following information:

- (a) the Patient's personal information;
- (b) a summary of the Patient's view of his or her requirements for CCAC Community Services and Non-CCAC Community Services;
- (c) a summary of all assessments and information provided to the CCAC relating to the Patient's capacity, impairment and requirements for CCAC Community Services and Non-CCAC Community Services;
- (d) a description of the Patient's health condition and functional limitations for which the CCAC will fund the provision of Nursing Services to the Patient by the Service Provider (the "Reason for Referral");
- (e) a description of the Patient's health condition and functional limitations for which the CCAC will fund the provision of CCAC Community Services to the Patient by Other CCAC Providers;
- (f) a description of any specific needs and preferences of the Patient, including preferences based on ethnic, spiritual, linguistic, familial and cultural factors;
- (g) a description of the CCAC Community Services and Non-CCAC Community Services that the Patient is receiving;
- (h) a description of any additional CCAC Community Service requirements of the Patient;
- (i) a description of the availability of Non-CCAC Community Services to the Patient;
- (j) a description of any other health conditions and functional limitations that will affect, or are likely to affect, the delivery of CCAC Community Services;
- (k) identification of the equipment, supplies and medication requirements of the Patient;
- (l) a list of the Caregivers that the CCAC has identified and the level of involvement of the identified Caregivers in the care of the Patient; and

- (m) an assessment and identification of any known risks to the Patient, Caregiver or Service Provider Personnel.

2.1.3 Patient Care Plan

(1) The CCAC shall, in accordance with Applicable Law, prepare a plan of service for each Patient (the “Patient Care Plan”).

(2) The CCAC shall, in its sole discretion, determine the format and content of the Patient Care Plan, which will include some or all of the following information:

- (a) the Patient’s name and the identification number used by the CCAC to identify the Patient (the “Patient Identifiers”);
- (b) the Service Delivery Location including the address;
- (c) the starting date of delivery of Nursing Services;
- (d) the Reason for Referral and any other health conditions and functional limitations that may have an impact on the delivery of Nursing Services;
- (e) a description of Nursing Services to be delivered to the Patient by the Service Provider, including a general description of the types of General Nursing Clinical Treatments required, and the clinical pathway, if any, to be used to provide care to the Patient;
- (f) a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient through the delivery of CCAC Community Services (the “Care Plan Goals”);
- (g) the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be delivered to the Patient;
- (h) the expected starting dates and frequency of other CCAC Community Services to be delivered to the Patient or the wait list status of the Patient for other CCAC Community Services;
- (i) a list of the Non-CCAC Community Services that the Patient is receiving;
- (j) a list of other Non-CCAC Community Services that are available to the Patient;
- (k) any requirements of the Service Provider to co-ordinate the delivery of Nursing Services with the Caregiver, Other CCAC Providers and Non-CCAC Providers;
- (l) the CCAC Equipment and Supplies that the CCAC has ordered for the Patient;
- (m) the communication or interpretation requirements of the Patient;
- (n) the CCAC’s authorization for the Patient to use the Ontario Drug Benefits Program, if granted;
- (o) a list of any medication that has been ordered or prescribed for the Patient;
- (p) any special instructions with respect to the delivery of Nursing Services, including any special instructions relating to,

- (i) the Service Delivery Location; and
- (ii) the timing of Fixed Period Visits and Hourly Visits;
- (q) any contingency plans relating to the care of the Patient; and
- (r) the date on which the Patient is expected to be discharged by the CCAC (the “Planned Discharge Date”) for each CCAC Community Service.

(3) The CCAC may, in accordance with the *Home Care and Community Services Act*, update and revise the Patient Care Plan from time to time, including a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits.

(4) The CCAC shall notify the Service Provider with respect to any change to the Patient Care Plan that affects the delivery of Nursing Services.

(5) If the CCAC notifies the Service Provider with respect to a change to the Patient Care Plan pursuant to SS Section 2.1.3(4), the CCAC shall deliver to the Service Provider, at the Service Provider’s request, a written description of the change to the Patient Care Plan.

2.2 Service Requests

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

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

(2) The CCAC shall make a Service Request to the Service Provider (and the Service Provider shall receive Service Requests) either by,

- (a) personal contact by telephone;
- (b) facsimile;
- (c) voicemail; or
- (d) other electronic means,

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

(3) If the Service Provider refuses the Service Request pursuant to SS Sections 2.3.1(2), 2.4.1(1), 2.4.2(1) or 2.4.3(4), the Service Provider shall,

- (a) provide reasons, in the format specified by the CCAC, for refusing the Service Request; and
- (b) provide the earliest date on which the Service Provider can accept the Service Request.

(4) If the Service Provider refuses the Service Request pursuant to SS Section 2.3.1(2), 2.4.1(1), 2.4.2(1) or 2.4.3(4) or is considered to have refused the Service Request pursuant to SS Section 2.3.1(4) or 2.3.1(5), the CCAC may submit the Service Request to any Other CCAC Provider or place the Patient on the Nursing Services Wait List.

(5) Unless explicitly permitted otherwise in this Agreement, the Service Provider shall not repeatedly refuse the same type of Service Request on the basis of,

- (a) the Service Delivery Location of the Patient;
- (b) the day of the week or time of day of the required visit to the Patient;
- (c) the number or frequency of Fixed Period Visits, Hourly Visits or hours specified in the Service Request;
- (d) the type and magnitude of interventions required by the Patient;
- (e) the ethnic, religious or linguistic characteristics or needs of a Patient; or
- (f) any other similar characteristic of a Service Request.

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

(6) Subject to SS Section 2.2(7), the CCAC may,

- (a) submit the same Service Request to the Service Provider more than once; and
- (b) if a Service Provider refuses the same Service Request more than once, count a Service Provider's Refusal of the same Service Request separately for the purposes of the Performance Standards Schedule.

(7) The CCAC shall not resubmit the same Service Request to a Service Provider prior to the earliest date provided by the Service Provider for accepting such Service Request pursuant to SS Section 2.2(3)(b).

2.3 Referrals

2.3.1 General

- (1) The CCAC shall, in its sole discretion, determine the terms of the Referral, which may include,
- (a) the Reason for Referral;
 - (b) a description of Nursing Services required;

- (c) a range of starting dates and times on which the delivery of Nursing Services may begin;
- (d) the frequency of Fixed Period Visits or Hourly Visits or both, required as applicable;
- (e) the number of Fixed Period Visits or Hourly Visits or both, required as applicable;
- (f) the type of Service Delivery Location;
- (g) the general location of the Service Delivery Location in the Service Area;
- (h) any safety risks to Service Provider Personnel that have been identified by the CCAC and that can be managed or mitigated by the Service Provider; and
- (i) a description of any special requirements, including,
 - (i) any ethnic, spiritual, linguistic, familial and cultural requirements; and
 - (ii) any scheduling requirements.

(2) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Referral, accept or refuse the Referral. For clarity, for the purposes of this SS Section 2.3.1(2), the amount of time shall be calculated beginning at the time specified for the Service Provider to be able to receive Service Requests pursuant to SS Section 2.2(1). The Service Provider shall accept the percentage of Referrals required by the Performance Standards Schedule.

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

(4) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.3.1(2), the CCAC shall consider the Referral as refused by the Service Provider.

- (5) If the CCAC,
- (a) attempts to make a Referral during the required hours of operation of the Service Provider (as required by the Special Conditions of the Agreement) and discovers that the Service Provider is not available to receive Referrals; or
 - (b) the Service Provider is unable to receive Referrals in the manner instructed by the CCAC,

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

2.3.2 Referral Information Package

(1) The CCAC shall prepare a Referral information package for each Patient (the “Referral Information Package”).

- (2) The Referral Information Package shall include,

- (a) the Patient Identifiers;
- (b) the Patient Care Plan;
- (c) the CCAC Assessment;
- (d) medical orders, where applicable;
- (e) any communication or interpretation requirements of the Patient;
- (f) any other information determined to be relevant by the CCAC; and
- (g) an indication of necessary consents.

(3) The CCAC shall deliver the Referral Information Package to the Service Provider after the Referral has been accepted by the Service Provider pursuant to SS Section 2.3.1(2).

(4) Except as provided in SS Section 2.4.3(6), the Service Provider shall not deliver any Nursing Services to a Patient prior to receiving a Referral Information Package.

2.4 Other Service Requests

2.4.1 Resumption Requests

(1) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Resumption Request.

(2) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.1(1), the CCAC shall consider the Resumption Request as refused by the Service Provider.

(3) If the Service Provider refuses a Resumption Request, SS Section 2.3.1(4) shall apply to a Resumption Request by substituting the words “Resumption Request” for the word “Referral”.

(4) If the Service Provider accepts a Resumption Request, the CCAC shall provide the following information to the Service Provider:

- (a) If the Service Provider has previously received a Patient Care Plan for the Patient, the CCAC shall provide any changes or additions to the Patient Care Plan; and
- (b) If the Service Provider has not previously received a Patient Care Plan for the Patient, the CCAC shall provide an updated Patient Care Plan.

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

2.4.2 Service Increase Requests

(1) The Service Provider shall, within the amount of time specified in the Special Conditions of the Agreement for accepting a Service Request, accept or refuse the Service Increase Request.

(2) If the CCAC does not receive an acceptance from the Service Provider in accordance with SS Section 2.4.2(1), the CCAC shall consider the Service Increase Request as refused by the Service Provider.

(3) If the Service Provider refuses a Service Increase Request, SS Section 2.3.1(4) shall apply to a Service Increase Request by substituting the words "Service Increase Request" for the word "Referral".

(4) If the Service Provider accepts a Service Increase Request, the CCAC shall provide the following information to the Service Provider:

- (a) If the Service Provider has previously received a Patient Care Plan for the Patient, the CCAC shall provide any changes or additions to the Patient Care Plan; and
- (b) If the Service Provider has not previously received a Patient Care Plan for the Patient, the CCAC shall provide an updated Patient Care Plan.

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

2.4.3 Urgent Nursing Services Requests

(1) If required by the needs of the Patient, the CCAC may request that a Service Provider carry out a visit to a Patient for whom the Service Provider is already providing Services or to a new Patient,

- (a) no later than 4 hours after the CCAC makes the request or Referral, as applicable, unless a longer time is specified by the CCAC; or
- (b) no later than 2 hours after the CCAC makes the request or Referral, but only if the Price Form specifies a special rate of the type required by SS Section 2.4.3(2),

("Urgent Nursing Services").

(2) A request for Urgent Nursing Services made pursuant to SS Section 2.4.3(1)(b) shall be paid at a Special Rate-Fixed Period or Special Rate-Hourly as specified in the Price Form.

(3) When requesting Urgent Nursing Services pursuant to SS Section 2.4.3(1), the CCAC shall, in its sole discretion, determine the terms of the request and shall specify the amount of time within which the Service Provider has to accept or decline the request. Each Service Provider shall be given the same amount of time within which to accept or decline the request. The Service Provider shall accept the percentage of Urgent Nursing Services requests required by the Performance Standards Schedule.

(4) The Service Provider shall notify the CCAC whether the Service Provider accepts or refuses the Urgent Nursing Services Request within the time period specified by the CCAC for responding to the request.

(5) If the CCAC does not receive notification from the Service Provider pursuant to SS Section 2.4.3(4) within the amount of time specified in the Urgent Nursing Services Request, the Service Provider shall be considered to have refused the Urgent Nursing Services Request.

(6) If the Service Provider accepts the Urgent Nursing Services Request, and it is a Patient for which a Referral Information Package has not previously been provided, the CCAC shall authorize the Service Provider to provide Nursing Services until the CCAC delivers a Referral Information Package for the Patient.

(7) Immediately after granting authorization to the Service Provider pursuant to SS Section 2.4.3(6), the CCAC shall provide the Service Provider with sufficient information to enable the Service Provider to provide Urgent Nursing Services.

(8) The Service Provider shall consult with the CCAC with respect to a plan of care for the Patient prior to providing Nursing Services pursuant to this SS Section 2.4.3.

2.5 Management of the Nursing Services Wait List

(1) The CCAC shall be solely responsible for the development and the management of the Nursing Services Wait List.

(2) The CCAC shall, in its sole discretion, determine the priority of each Patient on the Nursing Services Wait List.

(3) The CCAC shall update the Nursing Services Wait List weekly and shall provide a monthly status report on the Nursing Services Wait List to the Service Provider and, if applicable, Other CCAC Providers that provide nursing services.

2.6 Service Delivery Location

(1) The Service Provider shall deliver Nursing Services at any location in the Service Area specified by the CCAC (the "Service Delivery Location"). For greater certainty, a Service Delivery Location may be a Patient's home, a school, a long-term care home, a retirement home, a shelter, any other institution or any other location specified by the CCAC.

(2) The Service Provider shall comply with any applicable policies and procedures in place for a Service Delivery Location.

(3) If the Service Provider cannot immediately locate the Patient at the Service Delivery Location at the scheduled time for a Fixed Period Visit or Hourly Visit, the Service Provider shall take reasonable steps, having regard to the risks to the Patient, to locate the Patient at the Service Delivery Location.

(4) If the Service Provider cannot locate the Patient at the Service Delivery Location, the Service Provider shall notify the CCAC pursuant to SS Section 5.1(1)(d).

(5) The Service Provider shall ensure that Service Provider Personnel produce photo identification to the Patient and, if applicable, the Caregiver before entering the Service Delivery Location. The photo identification shall identify the Service Provider Personnel as an employee, agent or representative of the Service Provider. If the Service Delivery Location is a long-term care home, retirement home, school, institution or similar Service Delivery Location, the Service Provider shall ensure that Service Provider Personnel produce photo identification as required by the Service Delivery Location and, if applicable, before entering the Patient's individual residence in the Service Delivery Location.

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

SECTION 3 SERVICE PROVIDER DELIVERY OF NURSING SERVICES

3.1 Service Provider Assessment and Development of Care Delivery Plan

3.1.1 Service Provider Assessment and Access to Resources

(1) The Service Provider shall, based on the CCAC Assessment and the Patient Care Plan, carry out a clinical assessment of each Patient's health condition and functional limitations as identified as the Reason for Referral in the CCAC Assessment (the "Service Provider Assessment").

(2) The Service Provider Assessment shall include,

- (a) a review of the Referral Information Package;
- (b) if necessary, additions to the CCAC Assessment with respect to,
 - (i) the Patient's view of his or her Reason for Referral;
 - (ii) any ethnic, spiritual, linguistic, familial and cultural needs or preferences of the Patient that may have an impact on the delivery of Nursing Services to the Patient;
 - (iii) the CCAC Equipment and Supplies requirements of the Patient;
 - (iv) the CCAC Community Services that the Patient is receiving; and
 - (v) the Non-CCAC Community Services that the Patient is receiving;
- (c) consultation with the Caregiver, family members and members of the Patient's household, as necessary;
- (d) identification of any Patient health conditions, functional limitations and Patient preferences that are not set out in the Referral Information Package;
- (e) identification of any immediate safety concerns in the Patient's physical environment that are not set out in the Referral;
- (f) consultation with the Patient's physician, as necessary;
- (g) a determination of whether the medication required for the delivery of Nursing Services is available to the Patient and a review of all of the Patient's medication (including those prescribed and taken by the Patient); and
- (h) a consent to treatment from the Patient.

(3) If the Service Provider identifies a health condition or functional limitation of a Patient that affects the delivery of Nursing Services that has not already been identified by the CCAC, the Service Provider shall carry out a clinical assessment of the identified health condition or functional limitation.

3.1.2 Care Delivery Plan

(1) For each Patient, the Service Provider shall prepare a written plan describing how the Service Provider and the Service Provider Personnel will deliver Nursing Services to the Patient (the "Care Delivery Plan").

(2) The Service Provider shall ensure that the Care Delivery Plan is in accordance with the Patient Care Plan.

(3) The Care Delivery Plan shall include,

- (a) a description of the Patient's Reason for Referral;
- (b) a summary of the Service Provider Assessment;
- (c) a description of, and timeframe for, the expected health care outcomes to be achieved by the Patient, including discharge planning, through the delivery of Nursing Services in accordance with the Care Delivery Plan (the "Care Delivery Plan Goals");
- (d) the frequency of Fixed Period Visits and Hourly Visits, if any, as authorized by the CCAC in the Patient Care Plan or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the frequency, the amended frequency;
- (e) the number of Fixed Period Visits and Hourly Visits, as authorized by the CCAC in the Patient Care Plan, if any or if the Patient Care Plan has been amended in accordance with this Services Schedule to change the number of visits, the amended number of visits;
- (f) a detailed plan of the General Nursing Clinical Treatments to be delivered to the Patient;
- (g) an identification of whether Nursing Services, other than the Service Provider Assessment, will be provided to the Patient by a RN, a RPN, or both;
- (h) strategies to manage identified safety risks at the Service Delivery Location;
- (i) any contingency plans relating to the care of the Patient;
- (j) if applicable, a list of the Controlled Acts that will be delegated by the Service Provider and the individuals who will be performing the Controlled Acts;
- (k) if applicable, a list of the activities that will be taught by the Service Provider and the individuals who will be performing the activities under the direction of the Service Provider; and
- (l) if applicable, a description of the CCAC Equipment and Supplies required by the Service Provider to deliver Nursing Services to the Patient.

(4) The Service Provider shall update and revise the Care Delivery Plan, as necessary and in accordance with the Patient Care Plan, to achieve the Care Plan Goals.

(5) The Service Provider shall carry out the Nursing Services, other than the Service Provider Assessment, in accordance with the Care Delivery Plan.

(6) If, at any time, the CCAC determines that the Care Delivery Plan does not comply with the Patient Care Plan or is deemed not to be an appropriate use of CCAC resources by the CCAC, the CCAC may require the Service Provider to make changes to the Care Delivery Plan and provide the CCAC with written confirmation, no later than five days after the CCAC's instruction to make changes, that the Care Delivery Plan has been revised.

(7) If a Service Provider accepts a Resumption Request or a Service Increase Request to provide Nursing Services to the Patient, in accordance with SS Section 2.4, the Service Provider shall prepare an updated Care Delivery Plan and shall ensure that it is in accordance with the updated Patient Care Plan prepared pursuant to SS Section 2.4.1(4) or 2.4.2(4), as applicable.

(8) If a Service Provider recommends a change to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient, the Service Provider shall request authorization from the CCAC Care Coordinator or designate, or recommend the change in the Patient's Initial Report or Change of Status Report and the CCAC may authorize the change pursuant to SS Section 2.1.3(3).

3.1.3 Substitute Decision-Makers

(1) If a Patient is incapable with respect to a treatment, admission to a care facility or a personal assistance service, as defined in the *Health Care Consent Act* and a substitute decision-maker is authorized under the *Health Care Consent Act*, to give or refuse consent on behalf of that Patient, the Service Provider shall consult with and obtain the consent of the substitute decision-maker, as required, to provide the Nursing Services.

(2) If the *Health Care Consent Act* does not apply and the Patient has given a written power of attorney for personal care pursuant to the *Substitute Decisions Act*, the Service Provider shall consult with and obtain the consent of the attorney under the power of attorney for personal care, as required, to provide the Nursing Services.

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

3.2.1 Assignment of Service Provider Personnel – General

(1) The Service Provider shall assign to each Patient, Service Provider Personnel who meet the qualifications set out in the Special Conditions of the Agreement and who are capable of delivering the Nursing Services,

- (a) as set out in the Care Delivery Plan;
- (b) in accordance with College Standards and Guidelines; and
- (c) in accordance with GC Section 3.3(1).

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

(2) The Service Provider shall assign, to each Patient, Service Provider Personnel who are responsive to the ethnic, spiritual, linguistic, familial and cultural preferences of the Patient or Caregiver, if applicable, in accordance with the Patient Care Plan.

- (3) If the Service Provider,
- (a) is assigned a Patient that speaks only a language that is not one usually spoken among the various ethnic communities of the CCAC;
 - (b) has made its best efforts to find a family member or friend to interpret for the Patient; and
 - (c) has explored other available options to find an appropriate interpreter,

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

3.2.2 Access to Service Supervisors and Clinical Resources

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

3.3 **Interventions**

3.3.1 Clinical Treatments

- (1) The Service Provider shall provide, to Patients, nursing that is within the scope of practice of nursing as set out in the *Nursing Act*.
- (2) Without limiting the generality of SS Section 3.3.1(1) and subject to any additions or deletions to the list of general nursing clinical treatments set out in the Special Conditions of the Agreement, the Service Provider shall be capable and have the clinical expertise and resources available to provide the following general nursing clinical treatments:
 - (a) organizing and assisting Patients with physical activity and energy conservation and expenditure through activity and energy management interventions including,
 - (i) promoting body mechanics;
 - (ii) assisting with energy management; and
 - (iii) promoting exercise, including strength training and stretching;
 - (b) establishing and maintaining regular bowel and urinary elimination patterns in Patients and managing complications resulting from altered bowel and urinary patterns through elimination management interventions including,
 - (i) assisting with bowel management;
 - (ii) assisting with the management of urine elimination;
 - (iii) providing bowel care;

- (iv) irrigating the bowel;
 - (v) providing bowel training;
 - (vi) managing constipation and impaction;
 - (vii) managing diarrhea;
 - (viii) reducing flatulence;
 - (ix) providing ostomy care;
 - (x) managing rectal prolapse;
 - (xi) irrigating the bladder;
 - (xii) assisting with pelvic muscle exercises;
 - (xiii) managing a pessary;
 - (xiv) maintaining urinary tubes;
 - (xv) providing urinary bladder training;
 - (xvi) inserting and maintaining urinary and intermittent urinary catheters;
 - (xvii) replacing supra-pubic catheters;
 - (xviii) assisting with the development of urinary habits;
 - (xix) providing incontinence care;
 - (xx) providing urinary retention care;
 - (xxi) providing assistance with self-care activities relating to toileting; and
 - (xxii) managing nephrostomy tubes;
- (c) managing Patients' restricted body movement through immobility management interventions including,
- (i) providing bed rest care;
 - (ii) maintaining casts;
 - (iii) positioning; and
 - (iv) providing care for Patients in traction;
- (d) modifying or maintaining nutritional status of Patients through nutrition support interventions including,
- (i) feeding;
 - (ii) administering enteral tube feeding;

- (iii) providing nutritional education and advice;
 - (iv) monitoring nutritional status;
 - (v) administering total parenteral nutrition;
 - (vi) inserting nasal gastrointestinal tubes and maintaining nasal gastrointestinal tubes;
 - (vii) changing a balloon-style gastrointestinal tube;
- (e) promoting comfort for Patients using physical techniques and physical comfort promotion interventions including,
- (i) managing environmental comfort and safety;
 - (ii) applying heat or cold; and
 - (iii) managing,
 - (A) nausea;
 - (B) pain;
 - (C) pruritis; and
 - (D) vomiting;
- (f) promoting comfort for Patients using physical techniques and self-care facilitation interventions including,
- (i) assisting with and carrying out bathing;
 - (ii) assisting with and carrying out dressing and undressing;
 - (iii) assisting with or providing the following types of care:
 - (A) ear care;
 - (B) eye care;
 - (C) foot care;
 - (D) hair care;
 - (E) nail care;
 - (F) oral health care;
 - (G) perineal care;
 - (H) postmortem care; and
 - (I) prosthesis care; and

- (iv) providing assistance with self-care activities;
- (g) regulating electrolyte and acid-base balance in Patients and preventing complications from electrolyte imbalance through electrolyte and acid-base management interventions including,
 - (i) managing hyperglycemia;
 - (ii) managing hypoglycemia;
 - (iii) monitoring blood glucose levels;
 - (iv) providing peritoneal dialysis therapy; and
 - (v) providing hemodialysis therapy;
- (h) facilitating desired effects of pharmacological agents in Patients through drug management interventions including,
 - (i) administering medication,
 - (A) into the ear;
 - (B) enterally;
 - (C) into the eye;
 - (D) epidurally;
 - (E) intradermally;
 - (F) intravenously;
 - (G) rectally;
 - (H) to the skin;
 - (I) subcutaneously;
 - (J) vaginally;
 - (K) orally;
 - (L) intramuscularly; and
 - (M) through inhalant;
 - (ii) assisting with chemotherapy management;
 - (iii) assisting with Patient-controlled analgesia;
 - (iv) maintaining venous access devices;
 - (v) managing side effects of medication; and

- (vi) reviewing and reconciling medication with the involvement of the Patient at the time of Referral, transfer and discharge of the Patient;
- (i) optimizing neurological function in Patients through neurological management interventions including,
 - (i) monitoring neurological function;
 - (ii) assisting with positioning requirements as they relate to a neurological disorder;
 - (iii) managing seizures; and
 - (iv) assisting with seizure precautions;
- (j) promoting airway patency and gas exchange through respiratory management interventions including,
 - (i) managing airways;
 - (ii) suctioning airways;
 - (iii) managing anaphylaxis;
 - (iv) managing artificial airways;
 - (v) providing chest physiotherapy;
 - (vi) assisting with cough enhancement;
 - (vii) maintaining mechanical ventilation;
 - (viii) assisting with oxygen therapy;
 - (ix) monitoring respiration; and
 - (x) maintaining chest tubes;
- (k) maintaining and restoring tissue integrity through skin wound management interventions including,
 - (i) providing amputation care;
 - (ii) providing incision site care;
 - (iii) providing pressure management;
 - (iv) providing pressure ulcer care;
 - (v) administering topical treatments to skin;
 - (vi) monitoring skin condition;
 - (vii) providing wound care;

- (viii) non-surgical debridement of wounds;
 - (ix) removing sutures and staples;
 - (x) providing negative pressure wound therapy;
 - (xi) irrigating wounds; and
 - (xii) managing percutaneous drains;
- (l) maintaining body temperature in Patients within a normal range, including treating fevers;
- (m) optimizing the circulation of blood and fluids to the tissue through tissue perfusion management interventions including,
- (i) reducing bleeding;
 - (ii) administering blood products;
 - (iii) providing hypodermoclysis therapy;
 - (iv) providing cardiac care;
 - (v) providing circulatory care relating to venous insufficiency;
 - (vi) providing circulatory care involving mechanical assist devices;
 - (vii) managing dysrhythmia;
 - (viii) providing peripheral and pulmonary embolus care;
 - (ix) assisting with fluid management;
 - (x) providing intravenous therapy;
 - (xi) maintaining central venous access catheters; and
 - (xii) providing phlebotomy for blood unit acquisition and venous blood samples, excluding the transport of blood products;
- (n) assisting Patients to build on strengths to adapt to a change in function or achieve a higher level of function through coping assistance interventions including,
- (i) assisting with body image enhancement;
 - (ii) enhancing coping abilities;
 - (iii) providing sexual counselling;
 - (iv) providing decision-making support;
 - (v) providing care to Patients with a terminal illness;

- (vi) providing emotional support to Patients and Caregivers;
- (vii) assisting Patients, Caregivers and Patient family members with grief management; and
- (viii) assisting with support system enhancement;
- (o) initiating risk reduction activities and monitoring risks to Patients over time through risk management interventions including,
 - (i) assisting with immunization and vaccination management;
 - (ii) promoting infection control;
 - (iii) managing dementia and responsive behaviours;
 - (iv) monitoring for home-acquired infections;
 - (v) monitoring risks for falls;
 - (vi) monitoring vital signs;
- (p) assisting in the preparation for childbirth and management of the psychological and physiological changes before and immediately following childbirth, including providing neonatal phototherapy;
- (q) providing and enhancing support services for the delivery of care by providing bedside laboratory testing and managing specimens, excluding the transport of blood products; and
- (r) assessing a Patient's eligibility for funding under the Assistive Devices Program administered by the Ministry of Health and Long-Term Care's Operational Support Branch,

(the "General Nursing Clinical Treatments").

(3) For the purpose of recognizing the authors' intellectual property rights only, the CCAC and Service Provider acknowledge that the list of General Nursing Clinical Treatments set out in SS Section 3.3.1(2) is based on the *Nursing Interventions Classification*, 3d ed., Joanne C. McCloskey and Gloria M. Bulechek, ed., (Toronto: Mosby, Inc., 2000). The General Nursing Clinical Treatments as set out in this Services Schedule are not intended to be associated with or amended by that publication or any subsequent editions of that publication.

(4) The Service Provider shall be available 24 hours a day, 7 days a week to provide Nursing Services to Patients accepted by the Service Provider through the acceptance of a Service Request.

(5) The Service Provider shall provide General Nursing Clinical Treatments in accordance with the Care Delivery Plan to each Patient accepted by the Service Provider through the acceptance of a Service Request.

3.3.2 Health Teaching and Delegating

(1) The Service Provider shall provide health teaching services to the Patient and, if applicable, the Caregiver, Other CCAC Providers and Non-CCAC Providers, as required to meet the Care Delivery Plan Goals.

- (2) The health teaching services required pursuant to SS Section 3.3.2(1) may include,
- (a) developing a teaching plan that will enable the Patient to achieve the Care Delivery Plan Goals;
 - (b) teaching, in accordance with the Care Delivery Plan, the Patient techniques, activities, behaviour and knowledge relating to any of the General Nursing Clinical Treatments;
 - (c) teaching the Patient when and where to seek clinical and medical advice;
 - (d) teaching the Patient the use and storage of CCAC Equipment and Supplies in accordance with the Care Delivery Plan and the supplier's and manufacturer's guidelines, if applicable;
 - (e) informing the Patient with respect to CCAC procedures for the removal of CCAC Equipment and Supplies from the Service Delivery Location in accordance with CCAC Policy and Procedures;
 - (f) informing the Patient with respect to the proper disposal of medical biohazardous waste from the Service Delivery Location in accordance with CCAC Policies and Procedures;
 - (g) teaching the Patient the storage, use and disposition of medication in accordance with the Care Delivery Plan and pharmacist's or supplier's guidelines, if applicable;
 - (h) in accordance with the Care Delivery Plan, teaching and, if applicable, delegating tasks, including Controlled Acts, within the scope of practice of nursing to the Patient and, if applicable, to the Caregiver, Other CCAC Providers and Non-CCAC Providers, including teaching a regulated health professional a delegated task; and
 - (i) assessing and validating the ability of the Patient, Caregiver, Other CCAC Providers and Non-CCAC Providers to carry out or demonstrate acquired techniques, activities, behaviour, knowledge and tasks, including Controlled Acts, taught or delegated pursuant to this SS Section 3.3.2.

(3) With respect to the health teaching services provided pursuant to SS Sections 3.3.2(2)(b), (c), (d), (e), (f) and (g), the Service Provider shall also teach the Caregiver, if applicable, as required to meet the Care Delivery Plan Goals.

(4) The Service Provider shall obtain the approval of the CCAC before teaching or delegating tasks pursuant to SS Section 3.3.2(2)(h) to employees or agents of Other CCAC Providers.

3.3.3 Communication between the Service Provider and Patients and Caregivers

The Service Provider shall be available to respond to, and shall respond to, 24 hours a day, 7 days a week, any requests from a Patient accepted by the Service Provider through the acceptance of a Service Request and, if applicable, the Patient's Caregiver for,

- (a) clinical assistance; and
- (b) information,

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

3.3.4 Cooperation

(1) The Service Provider shall cooperate with the CCAC, Caregivers, Other CCAC Providers and Non-CCAC Providers that are involved in providing CCAC Community Services and Non-CCAC Community Services to the Patient.

(2) The Service Provider's obligation to cooperate pursuant to SS Section 3.3.4(1) shall include,

- (a) participating in meetings as requested by the CCAC, either in person or by telephone, to discuss a specific Patient Care Plan where a representative of the CCAC is present (a "Patient Case Conference");
- (b) communicating with the CCAC, Caregivers, Other CCAC Providers and Non-CCAC Providers as required to provide Nursing Services;
- (c) scheduling the delivery of Nursing Services in coordination with Other CCAC Providers and Non-CCAC Providers that deliver CCAC Community Services and Non-CCAC Community Services and in accordance with the Patient Care Plan; and
- (d) any additional requirements set out in the Special Conditions of the Agreement.

(3) If the CCAC organizes a Patient Case Conference pursuant to SS Section 3.3.4(2)(a), the Service Provider shall assign Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the subject matter of the Patient Case Conference and to attend the Patient Case Conference. The CCAC shall pay the Service Provider for a Patient Case Conference either as a Fixed Period Visit or at an Hourly Rate, as determined by the CCAC.

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

- (1) If the Service Provider,
- (a) cannot complete the Nursing Services that were assigned by the CCAC for a particular Fixed Period Visit or Hourly Visit;
 - (b) must extend a Fixed Period Visit or Hourly Visit; or
 - (c) must carry out an additional Fixed Period Visit or Hourly Visit, as applicable, that was not included in the Patient Care Plan,

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

(2) The CCAC will authorize additional time for the Service Provider in accordance with SS Section 3.4(3) (an "Unplanned Visit") only if the Unplanned Visit was reasonably required by unforeseen circumstances and was not required as a result of the act or omission of the Service Provider.

(3) If contacted by a Service Provider pursuant to SS Section 3.4(1), the Care Coordinator, or the Care Coordinator's designate, may, in its sole discretion,

- (a) refuse to authorize further time or compensation;

- (b) authorize an additional Fixed Period Visit or Hourly Visit, as applicable, for the Patient;
- (c) authorize additional time at an Hourly Rate or a Special Rate; or
- (d) authorize additional time on an alternate basis.

(4) In exceptional circumstances, the Care Coordinator may carry out the assessment pursuant to SS Section 3.4(2) and (3) after the Service Provider has carried out the applicable Nursing Services if,

- (a) the Care Coordinator, in his or her sole discretion, determines that the Service Provider made reasonable efforts to contact the Care Coordinator or the Care Coordinator's designate prior to carrying out those Nursing Services; and
- (b) the Service Provider Personnel contacted the Care Coordinator within 24 hours, or the next Business Day, after those Nursing Services were carried out.

(5) If the Service Provider Personnel cannot contact the CCAC to authorize an Unplanned Visit because the CCAC offices are not open and a Care Coordinator is not available, the CCAC will carry out the assessment pursuant to SS Section 3.4(3) after the Service Provider has carried out the applicable Nursing Services if and only if the Service Provider Personnel contacts the Care Coordinator within 24 hours, or the next Business Day, after those Nursing Services were carried out.

(6) If an Unplanned Visit is authorized pursuant to SS Section 3.4(3), the CCAC shall, if necessary, update or revise the Patient Care Plan.

(7) If the Service Provider provides an Unplanned Visit pursuant to SS Section 3.4(3) the Service Provider shall notify or provide a report to the CCAC pursuant to SS Section 5.1, 5.4 or 5.5.

(8) The CCAC may, in its sole discretion, limit the number of Unplanned Visits for a Patient.

3.5 Evaluating Services to Individual Patients

(1) The Service Provider shall, in consultation with the Patient and the Caregiver, evaluate,

- (a) the Services delivered to the individual Patient; and
- (b) the Patient's progress towards the Care Delivery Plan Goals.

(2) The Service Provider's evaluation pursuant to SS Section 3.5(1) shall include, as applicable,

- (a) consulting the Patient and the Caregiver;
- (b) analyzing and interpreting Patient Records;
- (c) evaluating the effectiveness of the Care Delivery Plan; and
- (d) subject to SS Sections 3.1.2(2) and 3.5(3), updating and revising the Care Delivery Plan in order to progress towards the Care Delivery Plan Goals.

(3) The Service Provider shall not update or revise the Care Delivery Plan pursuant to SS Section 3.5(2)(d) without the prior approval of the CCAC if the change to the Care Delivery Plan is,

- (a) an increase in the frequency or the number of Fixed Period Visits or Hourly Visits to be provided; or
- (b) a change to the Planned Discharge Date.

3.6 Discharge

- (1) The Service Provider shall end its delivery of Nursing Services to a Patient if,
 - (a) the Care Delivery Plan Goals have been achieved;
 - (b) the CCAC notifies the Service Provider that the Patient has been discharged by the CCAC;
 - (c) the CCAC notifies the Service Provider that the Patient will be transferred to an Other CCAC Service Provider;
 - (d) the Service Provider has withdrawn Nursing Services pursuant to GC Sections 3.1.5 or 3.1.6; or
 - (e) the Service Provider or the CCAC has suspended or terminated the Agreement pursuant to GC Section 12.1 or 12.2.
- (2) If the Nursing Services have ended pursuant to SS Section 3.6(1)(a), the Service Provider shall,
 - (a) unless the CCAC has discharged the Patient or notice has been given under another section of this Services Schedule, notify the CCAC; and
 - (b) submit a Discharge Report to the CCAC pursuant to SS Section 5.7.
- (3) If the CCAC disagrees with the Service Provider's determination that the Care Delivery Plan Goals have been achieved and the Service Provider's decision to end its provision of Nursing Services to a Patient pursuant to SS Section 3.6(1)(a), the Service Provider and the CCAC shall meet, at a time and place specified by the CCAC, to review the Service Provider's decision.

SECTION 4 EQUIPMENT AND SUPPLIES

4.1 Supply of Standard Equipment and Supplies

- (1) The Service Provider shall provide and maintain the following medical equipment and supplies at its own cost and expense,
 - (a) anaphylaxis kits containing epinephrine, alcohol swabs, needles, syringes and medical directive for administration of epinephrine;
 - (b) antiseptic and antibacterial soap and sanitizers;
 - (c) Patient-related educational materials related to the Nursing Services or the medical equipment and supplies;
 - (d) face shield/pocket mask/rescue mask for resuscitation;
 - (e) forceps;

- (f) goggles;
- (g) protective gowns;
- (h) lubricating gel;
- (i) surgical masks;
- (j) non-sterile gloves;
- (k) oral thermometers;
- (l) rubbing alcohol;
- (m) sphygmomanometers and blood pressure cuffs;
- (n) stethoscopes;
- (o) surgical and nail scissors;
- (p) syringes and needles;
- (q) tape measures;
- (r) tongue depressors;
- (s) portable Doppler machines; and
- (t) disposable particulate respirator masks (with at least an N95 rating) including the associated fit testing for these respirator masks,

(the “Standard Equipment and Supplies”).

(2) The CCAC may, in its discretion, provide the items set out in SS Sections 4.1(1)(e), (f), (g), (h), (i), (j) and (p), if the CCAC determines that those items are required for the ongoing treatment of a Patient.

(3) If the CCAC determines that a Patient requires an item for ongoing treatment pursuant to SS Section 4.1(2), then such item shall be deemed to be an item of CCAC Equipment and Supplies for that Patient.

(4) Except as provided in SS Section 4.1(5), the Service Provider shall not bear the cost for the provision of additional equipment and supplies (that is in addition to the Standard Equipment and Supplies) that are required to deal with a public health crisis in the Service Area if such public health crisis has been formally declared to exist by the World Health Organisation, the Chief Medical Officer of Health of the Province of Ontario or the applicable local Medical Officer of Health. If a public health crisis has been formally declared and a Service Provider is required to provide additional equipment and supplies to protect a Patient or the Service Provider Personnel in accordance with SS Section 4.1(5), the Service Provider shall be eligible for either reimbursement from the CCAC for the cost of providing the additional equipment and supplies or shall be eligible to receive additional equipment and supplies directly from the CCAC, at the discretion of the CCAC.

(5) Nothing in this SS Section 4, including a CCAC's decision as to whether to provide CCAC Equipment and Supplies to a Service Provider or to reimburse the cost of additional equipment and

supplies pursuant to SS Section 4.1(4), affects, in any way, the Service Provider's obligations to the Patients or the Service Provider Personnel under,

- (a) the Applicable Law;
- (b) any other College Standards and Guidelines or professional standard related in any way to the protection of the Patients or the Service Provider Personnel, including any clinical obligations that the Service Provider Personnel may have regarding preparedness for a public health crisis; or
- (c) any direction from a governmental agency regarding a public health issue.

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

4.2 CCAC Equipment and Supplies

(1) The CCAC shall provide medical equipment or supplies that are not included in Standard Equipment or Supplies where,

- (a) the medical equipment or supplies are on the CCAC's standard list of medical equipment and supplies to be provided by the CCAC, as the list is amended from time to time by the CCAC in the CCAC's sole discretion (the "Listed CCAC Equipment and Supplies"); and
- (b) the medical equipment and supplies are not Standard Equipment and Supplies or Listed CCAC Equipment and Supplies but have been approved by the CCAC in accordance with SS Section 4.4 ("Other Equipment and Supplies"),

(the "CCAC Equipment and Supplies").

4.3 Requesting Listed CCAC Equipment and Supplies

(1) For those Listed CCAC Equipment and Supplies which have not already been ordered or provided by the CCAC, the Service Provider shall submit a request, to the CCAC, in the format specified by the CCAC and in accordance with the CCAC's instructions, for the Listed CCAC Equipment and Supplies required.

(2) The CCAC shall approve, clarify or decline a request for Listed CCAC Equipment and Supplies submitted pursuant to SS Section 4.3(1) no later than 3 Business Days after either,

- (a) the submission of the request; or
- (b) if the CCAC has a specified deadline for the submission of equipment and supply orders, the day of the deadline.

(3) If the CCAC does not notify the Service Provider that the request has been declined by the deadline set out in SS Section 4.3(2), the request is deemed to be approved.

(4) For all re-ordering of Listed CCAC Equipment and Supplies, the Service Provider shall submit requests as required for the care of the Patient and in a timely fashion that ensures the continuous availability of Listed CCAC Equipment and Supplies necessary to carry out the Nursing Services to the Patient as specified in the Patient Care Plan, and in accordance with this SS Section 4.3.

4.4 Requesting Other Equipment and Supplies

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

4.5 Management of Equipment and Supplies

- (1) The CCAC shall arrange for the delivery of CCAC Equipment and Supplies to either the Service Delivery Location or an alternate location as specified in the Special Conditions of the Agreement.
- (2) If the CCAC has specified an alternate location for the delivery of CCAC Equipment and Supplies to the Service Provider in the Special Conditions (instead of delivery to the Service Delivery Location), the Service Provider shall pick-up all CCAC Equipment and Supplies at that alternate location, deliver the CCAC Equipment and Supplies to the Service Delivery Location and, if required, return the CCAC Equipment and Supplies to the alternate location.
- (3) The Service Provider shall request and use all the Equipment and Supplies in a responsible manner and in a manner that minimizes waste and misuse, including,
 - (a) placing the Equipment and Supplies used by the Service Provider in a safe storage location at the Service Delivery Location in accordance with the supplier's and manufacturer's guidelines, if applicable;
 - (b) following standard health protection and infection control procedures when using and disposing of Equipment and Supplies;
 - (c) conducting minor cleaning of the Equipment and Supplies used by the Service Provider;
 - (d) replacing batteries, as needed, in the Equipment and Supplies used by the Service Provider in accordance with the supplier's and manufacturer's guidelines, if applicable;
 - (e) promptly reporting any problems with the CCAC Equipment and Supplies, including the failure of any equipment, to the CCAC; and
 - (f) monitoring usage of Equipment and Supplies required for the delivery of Nursing Services.

SECTION 5 NOTIFICATION AND SERVICE DELIVERY REPORTS

5.1 Notification Requirements

- (1) The Service Provider shall immediately notify the CCAC Care Coordinator or designate if,
 - (a) the Service Provider is unable to proceed with a Fixed Period Visit or Hourly Visit as set out in the Patient Care Plan and such Fixed Period Visit or Hourly Visit has not been rescheduled in accordance with the Care Delivery Plan;
 - (b) the Patient is admitted unexpectedly to a hospital or a health care facility;
 - (c) a Caregiver is expected to be unable to provide care to a Patient for a significant period of time;
 - (d) the Service Provider encounters a Not Seen, Not Found Event; or
 - (e) a communicable or reportable disease, as defined in the *Health Protection and Promotion Act*, develops in a Patient, Caregiver, a Service Provider Personnel or any other person at the Service Delivery Location.
- (2) The Service Provider shall notify the CCAC Care Coordinator or designate no later than 24 hours after the event if,
 - (a) the Service Provider is aware that there is a change in Non-CCAC Community Services; or
 - (b) the Service Provider has concerns regarding the effectiveness or lack of use of the CCAC Equipment and Supplies used in the delivery of Nursing Services, unless the Service Provider's concerns may pose a risk to the Patient, in which case the Service Provider shall treat the matter as a Risk Event.

5.2 Reports – General Requirements

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

- (d) In respect of a Change of Status Report as defined in SS Section 5.4(1), if the CCAC has specified in the Special Conditions to this Agreement that a written report is not required then a written report is not required.

5.3 Initial Reports

(1) The Service Provider shall submit a report to the CCAC Care Coordinator or designate for each Patient in the format specified by the CCAC (the “Initial Report”).

(2) The Initial Report shall include,

- (a) the Patient Identifiers;
- (b) a summary of the Service Provider’s Assessment or, in the case of children in school programs, a summary of the Service Provider’s Assessment as of the date of the Initial Report;
- (c) a summary of the Care Delivery Plan, for children in school programs to the extent that it has been developed, including,
 - (i) the Care Delivery Plan Goals;
 - (ii) the Planned Discharge Date; and
 - (iii) a list of the tasks, including Controlled Acts, that will be taught or, if applicable, delegated by the Service Provider, and a list of the individuals who will perform the tasks and, if applicable, the delegated Controlled Acts;
- (d) the type of registered nurse who will be providing Nursing Services, if more than one type of registered nurse is permitted to provide Nursing Services;
- (e) recommended changes to the Patient Care Plan, if any, including recommended changes to the number or frequency, or both, of Fixed Period Visits and Hourly Visits to be provided to the Patient; and
- (f) any other relevant information.

(3) The Service Provider shall submit the Initial Report no later than seven days after completing the initial Fixed Period Visit or Hourly Visit.

(4) If requested by the CCAC, prior to the submission of an Initial Report, the Service Provider shall notify the CCAC that a Service Provider Assessment has been completed.

(5) In the case of a Patient who is a child in a school program, the Service Provider shall provide a report to the CCAC Care Coordinator that completes the Service Provider’s Assessment and summary of the Care Delivery Plan, to the extent that the information was not already provided as part of the Initial Report. The Service Provider shall submit this report no later than seven days after the completion of the Service Provider’s Assessment.

5.4 Change of Status Reports

(1) The Service Provider shall provide a report to the CCAC Care Coordinator or designate in the format specified by the CCAC if,

- (a) the Service Provider recommends changes to the Patient Care Plan; or
- (b) there is a change in the Patient's Care Delivery Plan Goals or progress towards the Care Delivery Plan Goals that requires a change to the Care Delivery Plan in,
 - (i) the frequency of Fixed Period Visits or Hourly Visits;
 - (ii) the number of Fixed Period Visits or Hourly Visits;
 - (iii) the Planned Discharge Date;
 - (iv) the CCAC Equipment and Supplies requirements of the Patient; or
 - (v) the Controlled Acts that will be delegated by the Service Provider,

(the "Change of Status Report").

- (2) The Change of Status Report shall include,
 - (a) the Patient Identifiers;
 - (b) a description of the change in the Patient's progress towards the Care Delivery Plan Goals;
 - (c) an assessment of why the change in the Patient's progress towards the Care Delivery Plan Goals occurred;
 - (d) changes to the Care Delivery Plan, if any; and
 - (e) recommended changes to the Patient Care Plan, if any.

(3) The Service Provider shall submit a Change of Status Report in a time sensitive manner considering the Patient's change in status but, in any event, no later than 48 hours after the end of the Fixed Period Visit or Hourly Visit when the Service Provider Personnel identified the change in the progress of Patient care.

(4) The Service Provider shall not make any changes to the Care Delivery Plan that are not consistent with the Patient Care Plan.

5.5 Risk Event Reporting

(1) For the purposes of the Service Provider's notification requirements set out in this SS Section 5.5, a risk event means an unforeseen event that has given rise to or may reasonably be expected to give rise to danger, loss or injury relating to the delivery of the Nursing Services, including danger, loss or injury to the Patient, Caregiver, Service Provider Personnel or loss or damage to the CCAC or the Service Provider (a "Risk Event").

- (2) For the purpose of SS Section 5.5(1), a Risk Event includes,
 - (a) an improper procedure or intervention;
 - (b) a situation where the Service Provider is aware that medical orders have not been followed;

- (c) a Patient injury;
 - (d) a Patient fall;
 - (e) a medication error;
 - (f) a situation where the Service Provider believes that an infectious disease at the Service Delivery Location that was required to be reported has not been reported;
 - (g) the actual or potential abuse of a Patient;
 - (h) an actual or alleged theft at the Service Delivery Location;
 - (i) the unexpected death of a Patient;
 - (j) any unsecured animals at the Service Delivery Location;
 - (k) any unsecured weapons at the Service Delivery Location;
 - (l) an unsafe Patient environment;
 - (m) any abuse or threat of injury to Service Provider Personnel related to the delivery of Nursing Services;
 - (n) a Privacy and Security Event as defined in GC Section 1.1;
 - (o) an instance of Missed Care;
 - (p) a situation where Nursing Services declined by the Patient;
 - (q) a situation where Nursing Services refused by Service Provider Personnel due to a risk issue;
 - (r) any accidental damage to property at the Service Delivery Location;
 - (s) the late delivery or delivery to the incorrect location of CCAC Equipment and Supplies;
 - (t) any medical equipment required for the delivery of Nursing Services that is soiled or malfunctioning;
 - (u) the Service Provider believes that a risk to the Patient or the Service Provider exists that was known to the CCAC but was not communicated to the Service Provider by the CCAC; and
 - (v) the commencement of a claim, legal proceeding or police investigation relating to a Patient that involves the Service Provider or the CCAC.
- (3) An “Adverse Event” is any Risk Event that meets the following three criteria:
- (a) the Risk Event is related to a Patient;
 - (b) the Risk Event causes an unintended injury to the Patient or complication that results in disability, death or increased use of healthcare resources; and

- (c) the Risk Event is caused by healthcare management, including any care or treatment provided as part of a formal care plan that is provided by healthcare workers, formal or informal caregivers or as self-care by the Patient.

(4) The Service Provider shall immediately orally notify the CCAC Care Coordinator or designate, if

- (a) a Risk Event occurs that involves,
 - (i) the safety of the Patient or any person involved in the Patient's care;
 - (ii) the Patient's ability to receive Nursing Services;
 - (iii) the Service Provider's ability or suitability to deliver Nursing Services; or
 - (iv) a Privacy and Security Event as defined in GC Section 1.1, or
- (b) an Adverse Event occurs.

(5) Except as set out in SS Section 5.5(7), in addition to the oral notice pursuant to SS Section 5.5(4), the Service Provider shall submit a report to the CCAC Care Coordinator or designate when a Risk Event occurs (the "Risk Event Report") or no later than 3 days after the Risk Event. If, in the CCAC's opinion, acting reasonably, the Risk Event Report is required urgently, the CCAC may require the Service Provider to submit the Risk Event Report sooner than 3 days after the Risk Event.

(6) The Risk Event Report shall include, if applicable,

- (a) the Patient Identifiers;
- (b) the date and approximate time of the Risk Event;
- (c) a detailed description of the Risk Event, including the names of any witnesses to the Risk Event;
- (d) the name of the Service Provider Personnel involved;
- (e) a description of the Service Provider's response to the Risk Event;
- (f) a description of the actions taken by the Service Provider to address the Risk Event; and
- (g) whether the Risk Event is an Adverse Event.

(7) If specified by the CCAC, the Service Provider may submit a Risk Report for any instance of Missed Care verbally, provided that,

- (a) the CCAC has a verbal or voicemail system for the purpose of such reporting; and
- (b) the Missed Care has not given rise, nor can it be expected to give rise to, danger, loss or injury to the Patient or the Caregiver.

5.6 Patient Interim Reports

(1) The Service Provider shall provide a report to the CCAC Care Coordinator or designate, upon the reasonable request of the CCAC Care Coordinator or designate, with respect to the progress of the Patient toward meeting the Care Delivery Plan Goals if the CCAC requires information about the Patient (the "Patient Interim Report").

(2) The Patient Interim Report shall include,

- (a) the schedule of Nursing Services for the Patient;
- (b) the Patient's current health condition and functional status at the time of the last Fixed Period Visit or Hourly Visit, if the Patient's health condition or functional status is different than as indicated in the last report provided to the CCAC with respect to that Patient;
- (c) a description of the progress made towards the Care Delivery Plan Goals;
- (d) the reasons for any failure to progress towards the Care Delivery Plan Goals; and
- (e) any additional feedback as reasonably requested by the CCAC Care Coordinator or designate.

(3) The Service Provider shall submit a Patient Interim Report no later than 3 days after the CCAC's request, unless otherwise agreed by the CCAC Care Coordinator or designate.

(4) For Patients receiving Nursing Services for a period in excess of six months, if the CCAC intends to request regular Patient Interim Reports, the CCAC shall provide the Service Provider with a schedule, in advance, of any of the regular Patient Interim Reports that the CCAC intends to request.

5.7 Discharge Reports

(1) When the Service Provider has discontinued the delivery of Nursing Services to a Patient pursuant to SS Section 3.6, the Service Provider shall,

- (a) notify the CCAC Care Coordinator or designate; and
- (b) provide a report to the CCAC Care Coordinator or designate with respect to the discharged Patient (the "Discharge Report").

(2) The Discharge Report shall include, if applicable,

- (a) the date and description of the last Fixed Period Visit or Hourly Visit;
- (b) the Patient's health condition and functional status at the time of the last Fixed Period Visit or Hourly Visit;
- (c) the reasons for discontinuing the delivery of Nursing Services to the Patient;
- (d) a description of the progress made towards the Care Delivery Plan Goals;
- (e) the reasons for any failure to meet the Care Delivery Plan Goals; and

- (f) recommendations with respect to further requirements for CCAC Community Services, Non-CCAC Community Services and CCAC Equipment and Supplies.

(3) The Service Provider shall submit a Discharge Report in the format specified by the CCAC no later than,

- (a) seven days after the CCAC's recorded discharge date for the Nursing Services for that Patient; and
- (b) in the case of Patients who are in school programs, no later than seven days after the Patient is discharged.

SECTION 6 EXPERT ADVICE AND ASSISTANCE

6.1 Expert Advice and Assistance

(1) The Service Provider shall provide, at the reasonable request of the CCAC, ongoing advice and assistance to the CCAC in respect of all matters relating to,

- (a) the delivery of the Services; and
- (b) the Equipment and Supplies relating to the delivery of the Services.

(2) The Service Provider's advice and assistance pursuant to SS Section 6.1(1) shall include,

- (a) advising the CCAC with respect to new developments and initiatives in the delivery of Nursing Services;
- (b) assisting the CCAC in implementing new methods for the delivery of Nursing Services;
- (c) advising the CCAC with respect to new equipment and supplies available in the marketplace and their application to the delivery of Nursing Services;
- (d) providing expertise to support the CCAC's planning activities;
- (e) participating on CCAC committees with respect to the delivery of Services; and
- (f) assisting with media relations and issues.

SECTION 7 ORGANIZATIONAL REQUIREMENTS

7.1 Information Systems

(1) The Service Provider shall have information systems in place to manage information in an efficient and effective way that allows the ready retrieval of information. The Service Provider's information systems shall include,

- (a) a system to store, format and transmit information to the CCAC;
- (b) a system to ensure its information systems are compatible with the CCAC information systems;

- (c) a system to track Patient information;
 - (d) a system to track Performance Standards set out in the Performance Standards Schedule;
 - (e) a system to document and manage requests for CCAC Equipment and Supplies; and
 - (f) an internal auditing system to ensure that Requests for Payment submitted by the Service Provider to the CCAC are consistent with the Fixed Period Visits or Hourly Visits completed by Service Provider Personnel.
- (2) The Service Provider shall have a Patient satisfaction monitoring system that includes,
- (a) plans to communicate to Patients and, if applicable, to Caregivers that complaints regarding the Service Provider's delivery of Nursing Services may be submitted directly to the CCAC or to the Service Provider;
 - (b) a system to receive, handle, respond to and track all Patient and, if applicable, Caregiver queries, complaints and requests including queries, complaints and requests with respect to,
 - (i) Service Provider Personnel; and
 - (ii) the quality of Nursing Services delivered by the Service Provider; and
 - (c) a system for conducting Patient and Caregiver satisfaction surveys in coordination with the CCAC on a frequency and schedule approved by the CCAC, acting reasonably.

7.2 Risk Management Program

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

(the "Risk Management Program").

- (2) The Risk Management Program shall include,
- (a) strategies and procedures for communicating safety risks to the Patient, the Caregiver, the CCAC and Other CCAC Providers;
 - (b) strategies for communicating organizational risks to the CCAC;
 - (c) a program to track and assess financial risks, contingencies, liabilities and irregular transactions and the provision of advance notice to the CCAC in the event of negative financial performance;

- (d) a program to track and report Risk Events to the satisfaction of the CCAC;
 - (e) procedures for the Service Provider to follow when encountering emergency, disaster or unforeseen situations and a plan to train and prepare Service Provider Personnel for emergencies, disasters and unforeseen situations in accordance with the Risk Management Program, including regular drills and testing, (the “Emergency Plan”), including,
 - (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) Patient-specific medical emergencies;
 - (xi) a plan for reporting to the CCAC regarding all Patient Care Plans to facilitate transition to another service provider in the event that the Service Provider is unable to deliver the Nursing Services due to a public health crisis;
 - (xii) abuse of a Patient, Caregiver or Service Provider Personnel;
 - (xiii) accident or injury to a Patient, Caregiver or Service Provider Personnel;
 - (xiv) legal proceedings against the Service Provider; and
 - (xv) insolvency or bankruptcy of the Service Provider;
 - (f) policies and procedures for managing and reporting on Patients, Caregivers, and Service Provider Personnel with communicable diseases and reportable diseases as defined in the *Health Protection and Promotion Act*;
 - (g) policies and procedures for managing the protection of Service Provider Personnel, Patients and Caregivers from communicable and reportable diseases through the implementation of health protection and infection control procedures; and
 - (h) technologies available to the Service Provider to protect and back-up information and communication systems in the event of failure or disruption.
- (3) The Emergency Plan shall be consistent with the CCAC’s emergency plan.

7.3 Quality Management Program

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

- (a) develops an annual continuous quality improvement plan that aligns with the CCAC's annual continuous quality improvement plan;
- (b) employs valid and reliable tools and techniques for process analysis;
- (c) results in decisions that are based on reliable data, information and performance analysis;
- (d) establishes a process for identifying, implementing and maintaining improvements;
- (e) is designed to track the Service Provider's record of improvements in business practices and delivery of the Services; and
- (f) involves Service Provider Personnel, at all levels, in the improvement process.

(2) The Quality Management Program shall include,

- (a) the incorporation of the Performance Standards set out in the Performance Standards Schedule into the Service Provider's existing quality management plan, and the measurement and reporting on Performance Standards;
- (b) the measurement and tracking of performance indicators developed and tracked by the Service Provider, in addition to Quarterly and Annual Indicators, relating to the quality of Nursing Services delivered by the Service Provider;
- (c) the implementation of corrective action where a Performance Standard is not achieved;
- (d) the implementation of clinical outcome measurement tools;
- (e) the monitoring and reporting of any corrective action taken pursuant to SS Section 7.3(2)(c) and the results of the corrective action;
- (f) the review, assessment and improvement of organizational processes on a regular basis;
- (g) the measurement and reporting of the following information related to the delivery of Nursing Services by the Service Provider in each Quarter or Part Quarter (the "Quarterly Indicators"):
 - (i) the number of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter divided by the number of Patients in the applicable Quarter or Part Quarter;
 - (ii) the types of Patient and Caregiver complaints received by the Service Provider itself in the applicable Quarter or Part Quarter; and

(iii) the number of Patient Records returned by Service Provider Personnel or the Patient to the Service Provider in the applicable Quarter or Part Quarter divided by the number of Patients discharged in the applicable Quarter or Part Quarter; and

(h) the measurement and reporting of a summary of the results of any Patient or Caregiver satisfaction surveys undertaken by the Service Provider in the applicable Fiscal Year (the “Annual Indicators”).

(3) In addition to the indicators measured by the Service Provider pursuant to SS Sections 7.3(2)(g) and (h), the Service Provider shall, as agreed by the CCAC and the Service Provider, collect any other information relating to the Nursing Services and report the information to the CCAC.

(4) The Service Provider acknowledges and agrees that the CCAC may implement a standard provincial performance management framework during the Agreement Term.

(5) The Service Provider acknowledges and agrees that the CCAC intends to disclose, to the public, on a periodic basis, information with respect to the Service Provider’s performance of its obligations under this Agreement in relation to the Performance Standards and applicable Health Quality Ontario indicators and that, in accordance with GC Section 7.2, such disclosure is permitted.

7.4 Human Resources Requirements

(1) The Service Provider shall manage the recruitment, retention, training, deployment, development, supervision and performance of the Service Provider Personnel to,

(a) recruit and retain an appropriate number of Service Provider Personnel to provide Nursing Services to Patients as referred to the Service Provider by the CCAC;

(b) recruit and retain Service Provider Personnel that,

(i) have the necessary experience and qualifications to provide Nursing Services, including the experience and qualifications set out in the Special Conditions of the Agreement;

(ii) recognize, are sensitive to and can respond to the ethnic, spiritual, linguistic, familial and cultural needs of the Service Area population; and

(iii) have skills to meet the communication needs of the Service Area population;

(c) recruit a sufficient number of Service Supervisors that are regulated health professionals that have the necessary management qualifications and experience to monitor, assist and supervise RNs and RPNs and, if applicable, have the additional experience and qualifications set out in the Special Conditions of the Agreement;

(d) verify the qualifications of Service Provider Personnel on a continual basis;

(e) implement appropriate screening measures for Service Provider Personnel;

(f) provide orientation programs that include education for new Service Provider Personnel with respect to Service Provider Policies and Procedures and CCAC Policies and Procedures (the “Orientation Sessions”);

- (g) ensure that Service Provider Personnel are familiar with, and follow, the requirements of the Bill of Rights as set out in the *Home Care and Community Services Act*;
- (h) monitor new developments in the delivery of Nursing Services and the skills needed to provide new delivery methods;
- (i) monitor, in each Fiscal Year, the types of Service Provider Personnel who cease to work for the Service Provider;
- (j) report on initiatives undertaken by the Service Provider to respond to anticipated changes in the labour market for RNs and RPNs;
- (k) provide a comprehensive training and development program for Service Provider Personnel;
- (l) provide anti-discrimination and anti-harassment education to Service Provider Personnel;
- (m) regularly evaluate the performance and competency of Service Provider Personnel;
- (n) manage any restrictions on a Service Provider Personnel's RN or RPN certificate of registration;
- (o) if the CCAC is a designated agency or operates in a designated area as defined in the *French Language Services Act* and as specified in the Special Conditions of the Agreement,
 - (i) recruit and retain Service Provider Personnel who have the necessary experience and qualifications to provide Nursing Services in French; and
 - (ii) verify the French language skills of Service Provider Personnel who provide Nursing Services in French; and
- (p) verify that each Service Provider Personnel who will provide Nursing Services has obtained a Canadian Police Information Centre computer check and provides an annual offence declaration.

(2) The Service Provider acknowledges and agrees that it shall have sole responsibility for hiring, training, management, administration, supervision, discipline and dismissal of Service Provider Personnel.

7.5 CCAC Participation in Service Provider Orientation Sessions

(1) In order to educate Service Provider Personnel with respect to the CCAC and the role of CCAC Care Coordinators, the CCAC may elect to attend and participate in any Orientation Session. Participation by the CCAC may include the distribution of CCAC materials to Service Provider Personnel.

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

7.6 Patient Transition Plan

7.6.1 Start-up Transition

(1) The Service Provider shall implement the CCAC's transition plan, for the transition of the care of Patients from Other CCAC Providers at the beginning of the Agreement Term.

(2) In implementing the CCAC's transition plan pursuant to SS Section 7.6.1(1), the Service Provider shall,

- (a) develop and implement a system of status reporting for each Patient when transitioning Patients from the Other CCAC Providers;
- (b) provide a weekly report to the CCAC on the Service Provider's success or failure in retaining sufficient Service Provider Personnel to provide Nursing Services at the Service Provider's Required Market Share;
- (c) cooperate with the CCAC, and the Other CCAC Providers, during the implementation of the transition plan;
- (d) communicate to transitioned Patients and, if applicable, Caregivers with respect to a transition in a manner consistent with the CCAC's transition communication plan;
- (e) regularly and in a timely manner, report transition problems to the CCAC; and
- (f) attend meetings at a frequency determined by the CCAC to discuss transition issues.

7.6.2 End Date Transition

(1) If the Service Provider will cease to provide Services to CCAC Patients after the End Date, in the 90 days immediately prior to the End Date, the Service Provider shall carry out the transition of the Patients to whom it has been providing Services to the Other CCAC Providers.

(2) The Service Provider shall carry out the End Date transition in accordance with the instructions of the CCAC and shall,

- (a) communicate with the CCAC's Patients, on all transition matters, as generally instructed by the CCAC;
- (b) gradually, as instructed by the CCAC, reduce the number of Patients served by the Service Provider prior to the End Date;
- (c) refrain, and direct and enforce that the Service Provider Personnel refrain from making complaints to Patients about why the Service Provider's Agreement is terminating;
- (d) cooperate with Other CCAC Providers in transitioning Patients, including carrying out joint visits to Patients with the Other CCAC Providers;
- (e) in respect of Service Provider Personnel that the Service Provider intends to lay-off or terminate, cooperate with Other CCAC Providers who may wish to retain those employees;

- (f) prepare Discharge Reports for all Patients under the care of the Service Provider; and
- (g) attend transition meetings at a frequency determined by the CCAC, to discuss transition issues.

7.7 Service Provider Policies and Procedures

(1) The Service Provider shall implement policies and procedures for the delivery of the Services (the “Service Provider Policies and Procedures”).

(2) The Service Provider shall ensure that all Service Provider Personnel understand and follow the Service Provider Policies and Procedures.

7.8 Change Management Program

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

SECTION 8 MEETINGS, COMMUNICATION, CLIENT RECORDS AND ORGANIZATIONAL REPORTING

8.1 Meetings between the Service Provider and CCAC

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

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

8.2 Communication with the CCAC

(1) The Service Provider shall reply to all requests from the CCAC for information in accordance with the following deadlines:

- (a) for an urgent request, as specified by the CCAC at the time of the request, no later than 30 minutes from the time of the request; and
- (b) for all other requests for information, no later than 24 hours from the time of the request.

(2) The CCAC may request that specific Service Provider Personnel respond to the CCAC’s request for information. The Service Provider shall make available the identified Service Provider Personnel, or Service Provider Personnel that have the appropriate skills, experience, qualifications and knowledge to deal with the request for information.

(3) The Service Provider may provide feedback to the CCAC with respect to the appropriateness of Referrals, complaints from Patients and Caregivers about the CCAC and general comments regarding the effectiveness of the CCAC Community Services.

(4) The Service Provider shall immediately notify the CCAC if an unforeseen event occurs that has affected or may reasonably be expected to affect the Service Provider's ability or suitability to deliver Nursing Services including,

- (a) the 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 while delivering the Services;
- (d) the filing of any mandatory reports by the Service Provider with the governing professional college with respect to any Service Provider Personnel;
- (e) the imposition or issuance of an order or decision against a Service Provider Personnel by the governing professional college;
- (f) a request for information regarding current or former Patients is made by any Third Party; and
- (g) the Service Provider at any time fails to meet the Performance Standards for SS Sections 2.3.1(2) or 2.4.3(3).

8.3 Service Provider Audit of Patient Records

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

8.4 Quarterly Reports

(1) In addition to the other reports required by the Agreement, the Service Provider shall prepare and deliver to the CCAC 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 3.2.1(1);
- (b) an indicator report setting out the results of the Service Provider's Quarterly Indicator monitoring program pursuant to SS Section 7.3(2)(g);
- (c) a report on any innovative approaches to the delivery of Nursing Services adopted by the Service Provider;
- (d) the results of any corrective action taken pursuant to SS Section 7.3(2)(c);
- (e) a status report on any material or substantive changes to the plans and programs listed in SS Section 7;
- (f) the number of individual instances of Missed Care;

- (g) the rate of occurrence of Adverse Events attributable to or contributed to by the Service Provider;
- (h) the rate of records retrieved by the Service Provider from the Service Delivery Location; and
- (i) a report of the number of instances of Missed Care for each month, in the format specified by the CCAC.

(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.

8.5 Annual Report

(1) The Service Provider shall, no later than July 1 of each year during the Agreement Term, submit to the CCAC 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 7.3(2)(b) in the preceding Fiscal Year;
- (b) an indicator report setting out the results of the Service Provider’s Annual Indicator monitoring program pursuant to SS Section 7.3(2)(h);
- (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 3.2.1(1);
- (d) a valid certificate of good standing (clearance certificate) issued by the Workplace Safety and Insurance Board, dated no earlier than June 1 of the year of the Agreement Term in which the Annual Report is delivered;
- (e) the number of Care Delivery Plan Goals achieved by discharged Patients from a statistically significant sampling of Patient Records in the applicable Quarter or Part Quarter divided by the number of Care Delivery Plan Goals of discharged Patients in the sampling of Patient Records in the applicable Quarter or Part Quarter;
- (f) a summary of the results of staff satisfaction surveys;
- (g) a summary of findings obtained through Patient complaints and Risk Event occurrences and the resulting quality improvement actions to be undertaken by the Service Provider;
- (h) compliance with the *French Language Services Act*;
- (i) the Service Provider’s continuous quality improvement plan prepared in accordance with SS Section 7.3(1); and
- (j) any other information that may reasonably be required by the CCAC.

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

8.6 Ministry of Health and Long-Term Care Reports

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

SECTION 9 FRENCH LANGUAGE SERVICE REQUIREMENTS

9.1 Designated French Language Service Area

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

9.1.1 Delivery of Services in French

(1) The Service Provider shall deliver all Nursing Services to a Patient in French at the instruction of the CCAC and as indicated in the Patient Care Plan.

(2) The Service Provider shall ensure that Patients are able to exercise their preference to receive Nursing Services in French and shall not discourage Patients, directly or indirectly, from asserting their preference to receive Nursing Services in French.

(3) The Service Provider shall ensure that all Service Provider Personnel who will deliver Nursing Services to a Patient are aware of that Patient's preference to receive Nursing Services in French.

(4) If required by the Patient Care Plan, the Service Provider shall assign Service Provider Personnel to a Patient who are capable of delivering Nursing Services in French.

(5) If, in exceptional circumstances, the Service Provider cannot assign Service Provider Personnel who can communicate with a Patient in French, the Service Provider shall arrange and pay for interpretation services or communication services necessary to provide Nursing Services to the Patient.

9.1.2 Communication

(1) The Service Provider shall be able to answer and respond to all requests from a Patient and, if applicable, a Caregiver, in both English and French. The Service Provider must respond to any correspondence from a Patient in the language of the Patient's correspondence.

(2) The Service Provider shall, at the instruction of the CCAC, provide, to Patients, all forms, consents and written materials produced by the Service Provider in French.

(3) Without limiting the generality of SS Section 9.1.2(1), the Service Provider's receptionist and switchboard staff must be capable of responding to calls in French. In exceptional circumstances, if the receptionist and switchboard staff are not capable of responding to calls in French on a consistent basis, a back-up protocol must be established.

9.1.3 Notification and Reporting

The Service Provider shall notify the CCAC Care Coordinator or designate if a Patient indicates a preference to receive Nursing Services in French if no such preference is indicated in the Patient Care Plan.

9.1.4 Equipment and Supplies

The Service Provider shall provide assessment tools and education materials, where available and if required in the Patient Care Plan, and any written materials produced by the Service Provider in French.

9.1.5 Quality Management Program

The Service Provider's Patient service monitoring system shall include a plan to evaluate the satisfaction of Patients receiving Nursing Services in French.

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