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April 3, 2009

RECEIVED APR 09 2009 -mw

Dr. Paul Garfinkel
President & CEO
Centre for Addiction and Mental Health
1001 Queen Street West
Toronto, ON M6J 1H4

Dear Dr. Garfinkel,

Re: 2009/11 Multi-Sector Service Accountability Agreement

Congratulations on the successful signing of your Multi-Sector Service accountability Agreement. Attached, for your records, is a copy of the fully executed Multi-Sector Service Accountability Agreement (M-SAA).

The Toronto Central LHIN commends you and your team for your hard work and dedication during this process and we look forward to continued partnership as we work through the implantation of the M-SAA. If in the meantime, you have any questions, please do not hesitate to call or e-mail me at 416 969-3318, Nello.DelRizzo@lhins.on.ca.

Sincerely,



Nello Del Rizzo
Senior Consultant

Attch.

SERVICE ACCOUNTABILITY AGREEMENT

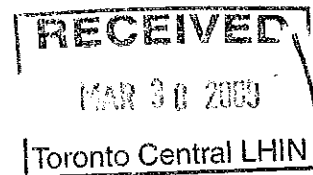
THE AGREEMENT effective as of the 1st day of April, 2009

B E T W E E N:

TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

Centre for Addiction and Mental Health (the "HSP")



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THE AGREEMENT effective as of the 1st day of April, 2009

BETWEEN:

TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

Centre for Addiction and Mental Health (the "HSP")

Background:

Prior to providing funding for the provision of services to its local health system, the *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement.

The service accountability agreement is a multi-year agreement. It supports a collaborative relationship between the LHIN and the HSP to improve the health of Ontarians through better access to high quality health services, to co-ordinate health care in local health systems and to manage the health system at the local level effectively and efficiently.

In this context, the HSP and the LHIN agree that the provision of services to the local health system by the HSP will be funded as set out in this Agreement.

ARTICLE 1- DEFINITIONS & INTERPRETATION

1.1 **Definitions.** In the Agreement the following terms will have the following meanings:

"Act" means the *Local Health System Integration Act, 2006* as it may be amended from time to time;

"Agreement" means this agreement entered into between the LHIN and the HSP, the Schedules and any instrument amending the agreement or the Schedules;

"Applicable Law" means all federal, provincial or municipal laws or regulation or any orders, rules, by-laws, policies or standards of practice that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Applicable law includes the documents identified in Schedule D.

"Budget" means the budget approved by the LHIN and appended to the Agreement as Schedule "B".

"CFMA" means the *Commitment to the Future of Medicare Act, 2004*, as amended;

“Confidential Information” means information that is (i) marked or otherwise identified as confidential by the HSP at the time the information is provided to the LHIN; and (ii) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of the Act. Confidential Information does not include information that (a) was known to the LHIN prior to receiving the information from the HSP; (b) has become publicly known through no wrongful act of the LHIN; or (c) is required to be disclosed by law, provided that the LHIN provides timely notice of such requirement to the HSP, consults with the HSP on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

Conflict of Interest includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement the HSP’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

“Days” means calendar days.

“Effective Date” means April 1, 2009.

“Funding” means the amounts of money provided by the LHIN to the HSP pursuant to this Agreement;

“Funding Year” means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31.

“GST” means goods and services tax pursuant to the *Excise Tax Act* (Canada).

“Interest Income” means interest earned on the Funding.

“MOHLTC” means the Minister or the Ministry of Health and Long Term Care, as is appropriate in the context.

“Party” means either of the LHIN or the HSP and **“Parties”** mean both of the LHIN and the HSP.

“Project Funding Agreement” means an agreement in the form of Schedule F that incorporates the terms of this Agreement.

“Reports” means the reports described in Schedule “C” as well as any other reports or information required to be provided under this Agreement.

“Schedule” means any one of, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

- Schedule A: Description of Services
- Schedule B: Service Plan
- Schedule C: Reports
- Schedule D: Directives; Guidelines and Policies
- Schedule E: Performance
- Schedule F: Template for Project Funding

“**Service Plan**” means the Operating Plan and Budget appended as Schedule B.

“**Services**” means the services and deliverables described in Schedule “A” and in any Project Funding Agreement executed pursuant to this Agreement.

- 1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include both genders. The headings do not form part of the Agreement. They are for convenience of reference only and will not affect the interpretation of the Agreement.

ARTICLE 2 - TERM AND NATURE OF THE AGREEMENT

- 2.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on March 31, 2011 unless terminated earlier or extended pursuant to its terms.
- 2.2 **A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of subsection 20(1) of the Act and Part III of the CFMA.

ARTICLE 3 - PROVISION OF SERVICES

- 3.1 **Provision of Services.**
- (a) The HSP will provide the Services in accordance with:
- (i) the terms of the Agreement, including the Service Plan; and
 - (ii) Applicable Law;

(b) When providing the Services, the HSP will meet the Performance Standards and Conditions identified in Schedule E, if Schedule E is included in this Agreement;

(c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with the prior written consent of the LHIN; and

(d) the HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 **Subcontracting for the Provision of Services.**

(a) Unless permitted in the Service Plan, the HSP agrees that the HSP will not subcontract the fulfillment of all or any part of the HSP's obligations under this Agreement without the prior written consent of the LHIN. Such consent will be in the sole discretion of the LHIN and may be subject to additional terms and conditions.

(b) If the HSP is permitted to subcontract the provision of the Services, the HSP will make reasonable efforts to include in its subcontract, (i) provisions that permit the LHIN and the Auditor General to audit the subcontractor to the same extent as set out in provisions 8.3 and 8.6 of this Agreement; (ii) other provisions necessary for the HSP to fulfill its obligations under this Agreement; (iii) a provision that enables the subcontract to be assigned in the event that this Agreement is terminated; and (iv) a provision that permits the LHIN to revoke approval of the subcontractor without legal liability to either the HSP or the subcontractor.

(c) If permitted to use subcontractors, the HSP will remain liable for obligations performed by a subcontractor to the same extent as if the HSP had performed such obligations. For the purpose of this Agreement work performed by the HSP's subcontractor will be deemed work performed by the HSP.

(d) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 **Conflict of Interest.** The HSP will (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the LHIN without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the LHIN may immediately terminate the Contract upon giving notice to the HSP where: (a) the HSP fails to disclose an actual or potential Conflict of Interest; (b) the HSP fails to comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; or (c) the HSP Conflict of Interest cannot be resolved. This paragraph will survive any termination or expiry of the Agreement.

- 3.4 **E-health/Information Technology Compliance.** The HSP agrees to comply with any technical standard related to architecture, technology, privacy and security set for health service providers by the MOHLTC or the LHIN within the timeframes set by the MOHLTC or the LHIN as the case may be.
- 3.5 **Policies, Guidelines Directives and Standards.** Either the LHIN or the MOHLTC will give the HSP notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments will be effective on the first Day of April following the receipt of the notice or on such other date as may be advised. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the manuals, guidelines or policies identified in Schedule D.

ARTICLE 4 - FUNDING

- 4.1 **Funding.** The LHIN:
- (i) will provide the funds identified in Schedule B to the HSP for the purpose of providing or ensuring the provision of the Services;
 - (ii) may pro-rate the funds identified in Schedule B to the date on which the Agreement is signed, if that date is after April 1; and
 - (iii) will deposit the funds in instalments [once/twice] monthly over the Term of the Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.
- 4.2 **Limitation on Payment of Funding.** Despite section 4.1, the LHIN:
- (i) will not provide any funds to the HSP until the Agreement is fully executed;
 - (ii) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
 - (iii) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and
 - (iv) may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

4.3 **Appropriation.** Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to the Act. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement and the LHIN may terminate the Agreement in accordance with section 12.1(b).

4.4 **Additional Funding.**

(a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule E.

(b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.

4.5 **Conditions of Funding**

(a) The HSP will:

- (i) use the Funding only for the purpose of providing the Services in accordance with the terms of this Agreement;
- (ii) spend the Funding only in accordance with the Service Plan; and
- (iii) propose, achieve and maintain an Annual Balanced Budget.

(b) "Annual Balanced Budget" means that, in each fiscal year of the term of this Agreement, the total expenses of the HSP are less than or equal to the total revenue, from all sources, of the HSP.

(c) The LHIN may impose such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

4.6 **Interest.**

(a) Funding will be placed in an interest bearing account at a Canadian financial institution.

(b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.

- (c) Interest Income will be reported to the LHIN and is subject to a year end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services,
 - (i) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or
 - (ii) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 **GST.** The HSP:

- (i) acknowledges that all GST rebates it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (ii) agrees that it will advise the LHIN if it receives any unanticipated GST rebates from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;
- (iii) agrees that all GST rebates referred to in (ii) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

4.8 **Procurement of Goods and Services.** The HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.9 **Disposition.** The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5 - REPAYMENT AND RECOVERY OF FUNDING

5.1 **Repayment and Recovery.**

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.

(b) **On Termination or Expiration of the Agreement.** Upon termination or expiry of the Agreement, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement.

(c) **On Reconciliation and Settlement.** If the year end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its entitlement, the LHIN will require the repayment of the excess Funding.

(d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may adjust the Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.

(e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus the LHIN may adjust the amount of Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.

(f) **On the Request of the LHIN.** The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:

- (i) has provided false information to the LHIN knowing it to be false;
- (ii) breaches a term or condition of this Agreement and does not, within 30 Days after receiving from the LHIN written notice of the breach take reasonable steps to remedy the breach; or
- (iii) breaches any federal or provincial law or regulation that directly relates to the provision of, or ensuring the provision of, the Services.

(g) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement

5.2 **Provision for the Recovery of Funding.** The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in subsection 4.5 are not met and will hold this Funding in accordance with the provisions of subsection 4.6 until such time as reconciliation and settlement has occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with subsection 4.6.

5.3 Settlement and Recovery of Funding for Prior Years.

(a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover on behalf of the MOHLTC, and the HSP will enable the recovery of funding provided to the HSP by the MOHLTC in fiscal 2000/01 and every subsequent fiscal year up to and including 2006/07. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

(a) If the LHIN requires the re-payment by the HSP of any Funding the amount required will be deemed to be a debt owing to the LHIN by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to repay the amount owing to the LHIN.

(b) All amounts repayable to the LHIN will be paid by cheque payable to the "Ontario Minister of Finance" and mailed to the LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice.** The LHIN will give at least sixty Days notice to the HSP of the date by which a Community Annual Planning Submission ("CAPS"), approved by the HSP's governing body, must be submitted to the LHIN.

(b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and will incorporate (i) prudent multi-year financial forecasts; (ii) plans for the achievement of performance targets; and (iii) realistic risk management strategies. It will be aligned with the LHIN's Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

(c) **Multi-year Planning Targets.** Schedule B may reflect an allocation for the first fiscal year of this Agreement as well as planning targets for up to two additional years, consistent with the Term of the Agreement. In such an event,

(i) the HSP acknowledges that if it is provided with planning targets, these targets are (A) targets only, (B) provided solely for the purposes of

planning, (C) are subject to confirmation and (D) may be changed at the discretion of the LHIN. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

(i) the LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements.** The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, funding may be interrupted if the subsequent accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities

(a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals.

(b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services available to the local health system to provide appropriate, co-coordinated, effective and efficient services.

(c) **Reporting.** The HSP will report on its community engagement and integration activities as requested by the LHIN, and in any event, in its year end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals

6.3.1 **General:** A pre-proposal process has been developed to (i) reduce the costs incurred by an HSP when proposing operational or service changes; (ii) facilitate the HSP to carry out its statutory obligations; and (iii) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

- (i) the HSP is considering an integration or an integration of services, as defined in the Act between the HSP and another person or entity; or
- (ii) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services; or
- (iii) to identify opportunities to integrate the services of the local health system, other than those identified in (i) or (ii) above; or
- (iv) if requested by the LHIN.

6.3.2 **LHIN Evaluation of the Pre-proposal:** A pre proposal is not formal notice of a proposed integration under s. 27 of the Act. LHIN consent to develop the

project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent presume the issuance of a favourable decision, should such a decision be required by section 25 or 27 of the Act. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

6.4 **Proposing Integration Activities in the Planning Submission.** No integration activity described in subsection 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in 6.3.2

6.5 **Definitions.** In this section 6.0 the terms "integrate", "integration" and "services" have the same meanings attributed to them in subsection 2(1) and section 23 respectively of the Act. Specifically:

- (i) "integrate" includes,
 - (a) to co-ordinate services and interactions between different persons and entities,
 - (b) to partner with another person or entity in providing services or in operating,
 - (c) to transfer, merge or amalgamate services, operations, persons or entities,
 - (d) to start or cease providing services,
 - (e) to cease to operate or to dissolve or wind up the operations of a person or entity,

and "integration" has a similar meaning; and

- (ii) "service" includes,
 - (a) a service or program that is provided directly to people,
 - (b) a service or program, other than a service or program described in clause (a), that supports a service or program described in that clause, or
 - (c) a function that supports the operations of a person or entity that provides a service or program described in clause (a) or (b).

ARTICLE 7.0 – PERFORMANCE IMPROVEMENT PROCESS

7.1 **Performance.** The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 **Performance Factors.**

- (a) A "Performance Factor" is any matter that could, or will, significantly affect a party's ability to fulfil its obligations under this Agreement;

- (b) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible. The notice will:
 - (i) describe the Performance Factor and its actual or anticipated impact;
 - (ii) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (iii) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (iv) address any other issue or matter the party wishes to raise with the other party.
- (c) The recipient party will provide a written acknowledgment of receipt of the notice within seven Days of the date on which the notice was received ("Date of the Notice").
- (d) Where a meeting has been requested under 7.2(b) (iii), the parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of subsection 7.3

7.3 Performance Meetings

- (a) During a meeting on performance, the parties will:
 - (i) discuss the causes of a Performance Factor;
 - (ii) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
 - (iii) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process. The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include:

- (i) a requirement that the HSP develop and implement an improvement plan acceptable to the LHIN and that maximizes overall performance while achieving a balanced budget over a fixed multi-year term;
 - (ii) a revision and amendment of the HSP's obligations; and or
 - (iii) an in-year, or year end, adjustment to the Funding;
- among other possible means of responding to the Performance Factor or improving performance.

ARTICLE 8 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting

- (a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, coordinated, effective and efficient health services as contemplated by the Act, is heavily dependant on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate

information related to the HSP is under the HSP's control.

(b) **Specific Obligations.** The HSP

- (i) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the plans, reports, financial statements and other information, other than personal health information as defined in subsection 31 (5) of the *CFMA*, that (i) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Act or for the purposes that are prescribed under the Act, or (ii) may be requested under the *CFMA*.
- (ii) will fulfil the specific reporting requirements set out in Schedule C.
- (iii) will ensure that all information is complete, accurate, provided in a timely manner and in a form satisfactory by the LHIN; and
- (iv) agrees that all information submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

(c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language implementation report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.

(d) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:

- (i) its CAPS is received after the due date;
- (ii) its CAPS is incomplete;
- (iii) the quarterly performance reports are not provided when due; or
- (iv) financial and/or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of LHIN actions or inaction. If assessed, the financial reduction will be as follows:

- (v) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (i) a reduction of 0.02 percent (0.02%) of the funding identified on Schedule B; or (ii) two hundred and fifty dollars (\$250.00); and
- (vi) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Inspections and Audit.

(a) During the term of this Agreement and for seven (7) years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a financial or operational audit, investigation or other form of review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement, and for these purposes the LHIN or its authorized representatives may:

- (i) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services;
- (ii) inspect and copy non-financial records in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

upon no less than twenty-four hours Notice to the HSP and during normal business hours, enter the HSP's premises to review the HSP's fulfillment of any one or more of its obligations under this Agreement,

(b) The cost of a financial audit, review or investigation will be borne by the HSP. The cost of any other form of audit review or investigation will be borne by the HSP if the audit review or investigation determines that the HSP has not fulfilled its obligations under this Agreement.

(c) HSP's obligations under this paragraph will survive any termination or expiration of the Agreement.

8.3 Document Retention and Record Maintenance. The HSP agrees

- (i) that it will retain all records (as that term is defined in the *Freedom of Information and the Protection of Privacy Act*) related to the HSP's performance of its obligations under this Agreement for seven (7) years after the termination or expiration of the term of the Agreement. The HSP's obligations under this paragraph will survive any termination or expiry of the Agreement;
- (ii) all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Services will be kept in a manner consistent with generally accepted accounting principles and clerical practices; and
- (iii) all non-financial documents and records relating to the Funding or otherwise to the Services will be kept in a manner consistent with all Applicable Law.

8.4 Disclosure of Information. The LHIN will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the HSP or under the Freedom of Information and Protection of Privacy Act, which the HSP acknowledges applied to the LHIN. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in

accordance with the Act, the CFMA, the *Freedom of Information and Protection of Privacy Act*, court order, subpoena or other Applicable Law.

- 8.5. **Transparency.** The HSP will post a copy of this Agreement in a conspicuous public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a website.
- 8.6 **Auditor General.** For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act (Ontario)*.

ARTICLE 9 - ACKNOWLEDGEMENT OF LHIN SUPPORT

- 9.1 **Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is available electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".
- 9.2 **Acknowledgment of Funding Support.** The HSP agrees all publications will include
- (i) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgment in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgment. The LHIN may, at its discretion, decide that an acknowledgment isn't necessary; and
 - (ii) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.

ARTICLE 10 – REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 **General.** The HSP represents, warrants and covenants that:

- (i) it is, and will continue for the term of the Agreement to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (ii) it has the experience and expertise necessary to carry out the Services;
- (iii) it holds all permits, licences, consents intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (iv) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will continue to be true and complete for the term of the Agreement; and
- (v) it does, and will continue for the term of the Agreement to, operate in compliance with all applicable law, including observing where applicable, the requirements of the Corporations Act and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

10.2 **Execution of Agreement.** The HSP represents and warrants that:

- (i) it has the full power and authority to enter into the Agreement; and
- (ii) it has taken all necessary actions to authorize the execution of the Agreement, including if the HSP is:
 - (a) an Indian Band, as defined under the *Indian Act*, passing a Band Council Resolution;
 - (b) a Municipality passing a municipal by-law or resolution; or
 - (c) a corporation passing a board resolution;

authorizing the HSP to enter into the Agreement with the LHIN.

10.3 **Governance.** The HSP represents warrants and covenants that it has established, and will maintain for the period during which the Agreement is in effect, policies and procedures:

- (i) for effective and appropriate decision-making;
- (ii) for effective and prudent risk-management, including the identification and management of real and perceived conflicts of interest;
- (iii) for the prudent and effective management of the Funding;
- (iv) to monitor and ensure the accurate and timely fulfillment of the HSP's

obligations under this Agreement;

- (v) to enable the preparation, approval and delivery of all Reports required pursuant to Article 8; and
- (vi) to address complaints about the provision of Services, the management or governance of the HSP.

10.4 **Services.** The HSP represents warrants and covenants that the Services are and will continue to be provided:

- (i) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
- (ii) in compliance with Applicable Law.

10.5 **Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 **Limitation of Liability.** The LHIN, its officers, employees, directors, independent contractors, subcontracts, agents and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns will not be liable to the HSP or any of the HSP's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the HSP) arising out of or in any way related to the Services or otherwise in connection with the Agreement, unless caused by the gross negligence or wilful act of the LHIN's officers, employees and agents.

11.2 **Ibid.** For greater certainty and without limiting subsection 11.1, the LHIN is not liable for how the HSP and its personnel carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing people for the HSP to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract or the employment of any personnel of the HSP required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the personnel required by the HSP to carry out this Agreement.

11.3 **Indemnification.**

(a) **"Indemnified Parties"** means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns.

(b) The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses

(including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the HSP's obligations under, or otherwise in connection with, the Agreement. The HSP further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation the LHIN, claimed or resulting from such Claims.

11.4 Commercial General Liability Insurance.

(a) **Required Insurance.** The HSP will put into effect and maintain, with insurers acceptable to the LHIN, for the period during which the Agreement is in effect, at its own expense Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:

- (i) The LHIN and Her Majesty the Queen in Right of Ontario, her Ministers, appointees and employees as additional insureds;
- (ii) Contractual Liability;
- (iii) Products and Completed Operations Liability;
- (iv) A valid WSIB Clearance Certificate, or Employers Liability and Voluntary Compensation, which ever applies;
- (v) Tenants Legal Liability; (*for premises/building leases only*);
- (vi) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and,
- (vii) A thirty Day written notice of cancellation.

(b) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by the Agreement in the form of a valid certificate of insurance that references the Agreement and confirms the required coverage, on or before the commencement of the Agreement, and renewal replacements on or before the expiry of any such insurance.

ARTICLE 12 - TERMINATION OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate the Agreement at any time, for any reason, upon giving at least sixty Days Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate the Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate the Agreement immediately upon giving Notice to the HSP if:
- (i) in the opinion of the LHIN:
 - A. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
 - B. the HSP breaches any material provision of the Agreement;
 - C. the HSP is unable to complete or has discontinued the Services; or
 - D. it is not reasonable for the HSP to continue to provide the Services;
 - (ii) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
 - (iii) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (iv) the HSP ceases to carry on business.
- (d) **Transition Plan.** In the event of termination by the LHIN pursuant to this subsection, the LHIN and the HSP will develop a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected in a timely manner.

12.2 Termination by the HSP.

- (a) The HSP may terminate the Agreement at any time, for any reason, upon giving 6 months notice to the LHIN provided that the notice is accompanied by
- (i) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of the Agreement, including if the HSP is:
 - A. an Indian Band, as defined under the *Indian Act*, passing a Band Council Resolution;

- B. a Municipality passing a municipal by-law or resolution; or
- C. a corporation passing a board resolution;

authorizing the HSP to terminate the Agreement with the LHIN; and

- (ii) a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six month notice period.

(b) In the event that the HSP fails to provide an acceptable transition plan, the LHIN may reduce Funding payable to the HSP prior to termination of the Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

(a) Opportunity to Remedy. If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of the Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN will terminate the Agreement

- (i) at the end of the notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
- (ii) prior to the end of the notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.

(b) Failure to Remedy. If the LHIN has provided the HSP with an opportunity to remedy the breach, and:

- (i) the HSP does not remedy the breach within the time period specified in the Notice;
- (ii) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
- (iii) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,

then the LHIN may immediately terminate the Agreement by giving Notice of termination to the HSP.

12.4 Consequences of Termination.

- (a) If the Agreement is terminated pursuant to this Article, the LHIN may:
 - (i) cancel all further Funding instalments;

- (ii) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
- (iii) determine the HSP's reasonable costs to wind down the Services; and
- (iv) permit the HSP to offset the costs determined pursuant to subsection (iii), against the amount owing pursuant to subsection (ii).

(b) Despite (a), if the cost determined pursuant to section 12.4(a) (iii) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

- 12.5 **Effective Date.** The effective date of any termination under this Article will be the last Day of the notice period, the last Day of any subsequent notice period or immediately, which ever applies.
- 12.6 **Corrective Action.** Despite its right to terminate the Agreement pursuant to this Article, the LHIN may choose not to terminate the Agreement and may take what ever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of the Agreement.

ARTICLE 13 - NOTICE

- 13.1 **Notice.** A Notice will be in writing; delivered personally or by pre-paid courier, or sent by facsimile; and, addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the LHIN:

Toronto Central LHIN
425 Bloor Street East, Suite 201
Toronto, ON M4W 3R4

Attention: Chief Executive Officer

Fax: 416 921-0117
Telephone: 416 921-7453

To the HSP:

Centre for Addiction and Mental Health
1001 Queen Street West
Toronto, ON M6J 1H4

Attention: President and Chief Executive Officer

Fax: 416-583-3487
Telephone: 416-535-8501

- 13.2 **Notices Effective From.** A Notice will be effective at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile.

ARTICLE 14- ADDITIONAL PROVISIONS

- 14.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will govern over the Schedules.
- 14.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or

enforceability of any other provision of the Agreement and any invalid or unenforceable provision will be deemed to be severed.

- 14.3 **Terms and Conditions on Any Consent.** The LHIN may impose any terms and conditions on any consent or approval that the LHIN may grant under this Agreement.
- 14.4 **Waiver.** A Party may only rely on a waiver of the Party's failure to comply with any term of the Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.5 **Parties Independent.** The Parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.
- 14.6 **LHIN is an Agent of the Crown.** The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Act. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or Government of Ontario, whether at the time of execution of the Agreement or at any time during the term of the Agreement, will be void and of no legal effect.
- 14.7. **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and the CFMA, nor the right to exercise its right under these statutes at any time.
- 14.8 **No Assignment.** The HSP will not assign the Agreement or the Funding or any part thereof without the prior written consent of the LHIN. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.

- 14.9 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation or arbitration arising in connection with the Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.
- 14.10 **Survival.** The provisions in 1.0, 4.9, 5.1, 5.2, 6.0, 7.4, 8.0, 9.0, 11.0, 13.0, 14.1, 14.6, 14.7 and 14.9. will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.
- 14.11 **Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.
- 14.12 **Amendment of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 14.13 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15 - ENTIRE AGREEMENT

15.1 **Entire Agreement.** The Agreement together with the appended Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

The Parties have executed the Agreement on the dates set out below.

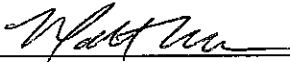
TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:



Mohamed Dhanani, Chair

And by:

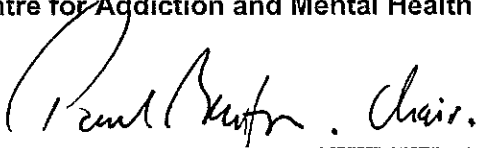


Matthew Anderson, CEO

March 30/09
Date:

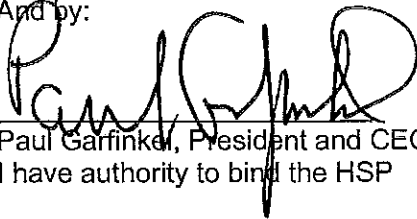
Centre for Addiction and Mental Health

By:



Paul Beeston, Chair
I have authority to bind the HSP

And by:



Paul Garfinkel, President and CEO
I have authority to bind the HSP

Mar 27/09
Date:

SCHEDULE A

DETAILED DESCRIPTION OF SERVICES

A. Services Provided

AS Administrative Services -**DATIS** 72110250070001
AS Administrative Services - **French Language Services** 72110900071002
IP Regional Secure Forensic - **Forensic Transitional Support** 72276554070001
Case Management Mental Health – **CTO** 72509760070001
PC-MH Assertive Community Treatment Teams – **Scarborough Project** 72510762070001
PC- MH Community Clinic-**CD Network CB Project** 72510763070001
PC-MH Vocational/Employment-**Work Adjustment** 725107640730001
PC-MH Early Intervention-**FACT Peel** 72510765170001
PC-MH Early Intervention- **Early Intervention Clinic - Mood** 72510765170002
PC-MH Early Intervention-**LEARN** 72510765170003
PC-MH Early Intervention-**Mobile Crisis Team (Home Intervention)** 72510765173002
PC-MH **Dual Diagnosis Case Management Toronto** 72510769570001
PC-MH **Dual Diagnosis – Peel** 72510769570002
PC-MH Psycho-geriatric – **Psychogeriatric Outreach** 72510769670001
COM Primary Care Addictions – **Gambling Program Service** 72510781070002
PC-Addictions Treatment-Substance Abuse-**Cocaine Program** 72510781170001
PC-Addictions Treatment-Substance Abuse-**Women’s Program** 725150781170004
PC-Addictions Treatment-Substance Abuse-**SAPPACY** 72515781170005
PC-Addictions Treatment-Substance Abuse-**Youth Outreach Service** 72515781170006
PC-Initial Assessment and Treatment-**MAARS** 72510783070003
Crisis Intervention – Mental Health-**Psychiatric Sessions** 72515760075001
D/N –MH-**Dual Diagnosis Resource Services** 72520769573001
Com Residential- MH-Rent Supplement Program - **MOH Homeless Initiative 2 Apartment Subsidy (Salary Portion)** 72540765070001
Com Residential- MH-Rent Supplement Program-Homeless Outreach **Shared Care Clinical Outreach Service**) 72540765074001
Com Residential- MH-Rent Supplement Program – **MOH Homeless Initiative 2 Apartment Subsidy (Rent portion)** 7254076(5076001)
Health Promotion and Education–**Provincial Aboriginal Training** 72550(764070001)
Health Promotion and Education–**Problem and Compulsive Gambling Project** 72550782070003

B. Client Population

DATIS - collects and reports demographic and service utilization data from 160 specialized addiction treatment agencies.
French Language Services – provides translation service and website for members of the healthcare community across the province.
Forensic Transitional Support - provides support, rehabilitation and risk management services to ORB clients living in the community.
CTO - community based case management to mental health clients referred by ER/Crisis teams at St. Joseph’s Health Centre and St. Michael’s Hospital.

Scarborough Project - addiction capacity building in Scarborough and to bring addiction services to members of this diverse community

CD Network CB Project - provides a coordinated support system to persons in downtown Toronto living with a concurrent disorder and complex needs, who require urgent or transitional supports.

Work Adjustment- provides service to CAMH and community clients with mental health and addiction issues to secure, retain or advance employment or access training and education.

FACT Peel – provides assessment, treatment, rehabilitation and education to persons between 16-45 years of age (average age of 23) who are experiencing a first episode of psychosis, and their families.

Early Intervention Clinic (Mood) – provides service to CAMH clients with a first episode of affective psychosis as inpatients and outpatients.

LEARN - provides psychosocial services to persons between 16-45 years of age (average age of 26) who are experiencing a first episode of psychosis, and to their families.

Mobile Crisis Team (Home Intervention) - provides community-based assessment, treatment, rehabilitation and education to young people (between 16-45 years of age) who are experiencing a first episode of psychosis.

Dual Diagnosis Case Management Toronto – provides specialized and increased intensive support and treatment in the community for clients with an intellectual disability and mental health needs.

Dual Diagnosis Case Management Peel - provides specialized and increased intensive support and treatment in the community for clients with an intellectual disability and mental health needs.

Psycho-geriatric Outreach - provides specialized, multidisciplinary assessment, consultation, treatment, and follow-up services to older persons (60 years of age and older) with severe mental health/addiction problems.

Gambling Program Service - provides clinical services for those experiencing problems with their own or someone else's gambling, as well as provides outreach and public and professional education and research.

Cocaine Program – provides services for men and women with a moderate to severe dependence on crack and cocaine.

Women's Program – provides assessment and inpatient and outpatient services for women with substance abuse issues.

SAPPACY - provides mental health and addictions services to African Canadian and Caribbean Youth (aged 13 to 24) and their families.

Youth Outreach Service - provides workshops and presentation for youth, professionals and parents on topics such as mental health concerns, substance misuse, cyber-risk and strategies for effective parenting

MAARS – an assessment and referral service, which provides face-to-face assessment, telephone assessment, treatment service matching and referral for individuals

Psychiatric Sessions - provides emergency psychiatric and addictions assessment and treatment to individuals over the age of 16 with a wide range of acute mental health and addiction issues.

Dual Diagnosis Resource Services – provides specialized Assertive Community Treatment Team for individuals with an intellectual disability and mental health needs.

Apartment Subsidy Program - provides safe, affordable, supported housing to clients of the CAMH, with serious mental illness who are homeless or at risk for homelessness.

Shared Care Clinical Outreach Service – provides service to men and women 18 years and older, who self identify as homeless with serious mental illness.

Provincial Aboriginal Training - offers in-depth clinical training in to Ontario's Aboriginal

mental health service providers, and to non-Aboriginal mental health service providers serving Aboriginal peoples and communities.

Problem and Compulsive Gambling - provides specialized training and support materials to Ontario's designated problem gambling treatment system, allied professionals and communities on issues related to gambling and problem gambling.

CAMH's Cultural Interpretation Services (CIS) offers clients across all of CAMH's programs and services access to trained, professional interpreters in all languages. The interpreters work with clients in a range of situations, including assessments, consultations, intake and meetings. The interpreters facilitate communication between service providers and clients whose preferred language is not English, and deaf clients. CIS provides service 24 hours a day, seven days a week. Interpretations and translation services for written material are provided in a range of languages including Mandarin, Cantonese, Vietnamese, French, Tamil, Portuguese, Polish, Spanish, Farsi, Somali, Hindi, Urdu, Bengali, Tagalog, Russian, Punjabi, Amharic, Turkish, Arabic, and American Sign Language.

CAMH French Language Services: CIS offer French translation and interpreter services to all programs at CAMH. Program brochures are produced in both English and French. In addition, the Other Voices program *French Language Service* developed and maintains the bilingual web resource reseaufranco.com providing an online network and clearinghouse of the most up-to-date, evidence-based resources available for addiction and mental health primary care professionals serving francophone communities across Ontario.

C. Geography Served

Service provision by CAMH Other Voices programs takes place across the GTA and around the province:

GTA (3 main sites: 1001 Queen St. West, Toronto, ON, M6J 1H4; 250 College St., Toronto, ON, M5T 1R8; 33 Russell St., Toronto, ON, M5S 2S1; other satellite offices):

Forensic Transition Support

CTO

Scarborough Project

CD Network CB Project

Work Adjustment

Early Intervention Clinic – Mood

Early Intervention Clinic – LEARN

Mobile Crisis Team (Home Intervention Program)

Dual Diagnosis Resource Service

Dual Diagnosis Case Management Toronto

Psycho-geriatric Outreach

Problem Gambling Service

Cocaine Program

Women's Program

SAPACCY

Youth Outreach Program

MAARS

Psychiatric Sessions

Apartment Subsidy Program (salary and rent portions)

Shared Care Clinic

PEEL – 30 Eglinton Ave West, Suite 801, Mississauga, Ontario, L5R 3E7

FACT Peel

Dual Diagnosis Case Management Peel

PROVINCE WIDE

DATIS

French Language Services

Provincial Aboriginal Training

Problem & Compulsive Gambling Project

SCHEDULE B – SERVICE PLAN

A. OPERATING PLAN AND BUDGET

A. Overview

The Centre for Addiction and Mental Health (CAMH) is one of the largest addiction and mental health organizations in North America and Canada's leading mental health and addiction teaching hospital. CAMH is a Pan American Health Organization and World Health Organization Collaborating Centre, and is fully affiliated with the University of Toronto. CAMH combines clinical care, research, policy, education and health promotion to improve the lives of people impacted by mental health and addiction issues.

Goals for 2009-10 & Major Activities Planned and Underway

In addition to its core funded programs and services, CAMH has a variety of Other Vote funded programs and services across the community mental health and substance abuse focused areas. These programs and services are integral to CAMH's mission, vision and values, and allow us to offer a broad spectrum of services to address the needs of our clients and the communities in which we are based.

CAMH's goals and objectives are set around the organization's five strategic directions of building an integrated system, offering specialized clinical services, expanding the support of best clinical practice, professional education and development, maximizing the reach and impact of our research, and fostering a healthy workplace for staff and clients.

In 2009/10 and 2010/11 the major activities that are planned or underway are: the full implementation of the first phase of our Redevelopment project with the opening of the Mood and Anxiety Program and Addictions Program alternative milieu buildings (inpatient and outpatient settings) and planning for Phase 1B and the interim relocation of many of our programs and services, continued focus on quality improvement initiatives in the areas of clinical care and client and staff safety, review of any gap areas following feedback from our recent Q-Mentum Accreditation Canada certification process, emphasis on activities that help us transition our long stay clients into the community including several partnership proposals for high support housing in the community for our aging populations and long term clients with serious mental illness, the continued focus on refining our specialty role across the province and capacity building in the areas of aboriginal services, dual diagnosis, problem gambling, youth, and concurrent disorders, the further development of our psychiatric outreach capabilities (fly-in and tele-psychiatry/ tele-consultation), and initiatives based around our growing forensic role including court diversion and housing.

In addition to the organization's goals, each individual program or service under the Community Mental Health, Problem Gambling, and Substance Abuse funding envelopes also develop their service level objectives to operationalize CAMH's larger goals.

Many of the programs have been and continue to focus on capacity building for their special populations working with partners including CMHA, Houselink, ODSP, other community agencies, community and teaching hospitals, Toronto District School Board, George Brown College, and the University of Toronto to develop clinical training programs, educational programs and opportunities, partnership networks (i.e. Early Intervention in Psychosis Network, Griffin Community Support Network, JOIN), social

determinants of health focused partnerships around housing, vocation and educational opportunities to improve quality of life for clients, and in many cases, shared clinical care where hospital-based services are needed for clients living in the community.

FACT Peel and Dual Diagnosis Resource Service have developed and continue to focus on capacity building for their special populations by working with community partners and their networks to develop training and education programs for staff as well as clients' families to increase knowledge base and ensure care givers are better equipped to support clients.

The Substance Abuse programs aim to develop a more coordinated, integrated addiction system (especially in the east end with the Scarborough Addictions Services Partnership program). In 08-09, they embarked on a strategic planning process with community stakeholder input and will continue to work with community partners to improve access to addictions services and better identify and address needs for improved practices in the delivery of service to marginalized populations, as well as to develop education and health promotion programs for clinicians, clients and families.

Finally, several of our services which focus on Early Intervention recently submitted an HSIP with their Toronto Early Intervention in Psychosis Network (TEIPN) partner organizations (14 total) and consumer and family representatives to all the GTA LHINs. They are requesting funding to: improve access to early intervention in psychosis services across the City of Toronto and improve flow through a comprehensive system of care to best support someone in their recovery; ensure high quality of care throughout the system; build the capacity of early intervention service providers to identify and better serve people experiencing early psychosis who may have concurrent disorder issues; to monitor and evaluate program and system level data to reinforce continuous quality improvement; and provide a forum for knowledge exchange and ongoing training and education for clients, families and service providers. This initiative also relates to the LHIN's work on Emergency Department Wait Times Strategies (with its focus on reducing the number of people experiencing early psychosis who visit Toronto Emergency Departments) and Alternate Level of Care (ALC) Strategies (with its focus on improving the flow of people experiencing early psychosis through psychiatric inpatient units).

The Drug and Alcohol Treatment Information System (DATIS) Program develops its service level objectives to operationalize CAMH's larger goals and also its provincial mandate. Data collected by DATIS is used by the MOHLTC as part of its Addiction Strategy, by LHINs in performance monitoring and planning, by researchers and by the participating agencies for program planning and evaluation. Its goals for 2009-11 are to maintain support for the MOHTLC's Addiction Treatment Strategy and to increase utilization of addiction treatment data by its key stakeholders - MOHTLC, LHINs, and researchers.

B. Advancement of the Integrated Health Services Plan (IHSP)

In the midst of significant change in the health care environment in Ontario with the move to a regionalized health care governance structure with the introduction of the local health integration networks (LHIN), CAMH underwent an extensive consultation process to help define its role in this changing environment. From November 2005 to February 2006, CAMH consulted with clients, families, staff and other key stakeholders, held focus

groups and conducted on-line surveys to get a sense of what we do well and how we might better serve our clients in the future. The input from the various sessions and surveys helped to develop CAMH's strategic directions for 2006 – 2009. CAMH is now engaged in the planning process to establish the strategic directions going forward from 2009-12. Again, this process involves focus groups, consultation, and internal and external surveys for clients, families, staff, community agencies and other community stakeholders to solicit feedback and information on CAMH's role in the system, our areas of focus, and how do we better serve clients now and in the future.

On an individual service level, the Community Mental Health, Substance Abuse and Problem Gambling Other Votes programs engage with clients, families, staff, community agencies and other key stakeholders through their own program evaluations and program advisory committees to improve quality of care and quality of life, access to services, optimize current resources, and further build an integrated mental health and addictions system.

A number of ongoing challenges and integration opportunities for the mental health and addiction system are as follows:

- For the Schizophrenia program to move forward with its Chronic Care Agenda will require the creation of partnerships with community agencies to provide high support housing. One such partnership that is under development is the CAMH/Regeneration House high support housing proposal. An HSIP and business case has been submitted to the TC LHIN and we are awaiting a response. If funded, CAMH would provide the clinical expertise and care, and Regeneration house would manage the daily operations of a housing facility for high needs clients. This partnership would help CAMH transition its very long term clients who are ready for community living and do not require inpatient care (CAMH/RH). Similar partnerships focused on housing for our specialty populations (geriatrics, forensics) are under development with agencies such as COTA, LOFT, and CMHA as well.
- Ensuring consistent, high quality care in mental health and addictions services and improving access to care
- Improving relationships with other hospitals and health care providers to build a more integrated system, help to eliminate silos of care, and help improve access and better serve our clients. The ER Alliance is one area of particular focus for CAMH and the other teaching hospitals of Toronto
- Maintain the focus on CAMH's Redevelopment of the Queen Street site in the midst of a changing environment, with special attention to the planning of Phase 1B and interim relocation of some programs and services
- Continue to focus on refining role of CAMH as specialty hospital in the broader system of health care
- Continue to work with community partners to build capacity in particular population areas like forensics, aboriginal, early intervention, geriatrics, homeless, problem gambling, and concurrent disorders
- Continue to work with community partners to build capacity around the social determinants of health like housing, vocation, and education opportunities and supports

C. Situation Analysis

Three major challenges at CAMH that are impacting our abilities to meet our clinical, financial, and operational objectives are:

1. Retention and recruitment challenges
2. Financial constraints in wages, benefits, and psychiatric sessional fees
3. Increasing demand for service by clients with greater acuity and more complex needs (especially concurrent disorders)

Strategies to mitigate these challenges are:

- CAMH is not unlike other health care providers where recruitment and retention of qualified staff is a challenge, especially in disciplines that are facing a shortage in the industry. In many cases the expertise required to deliver the programs is not readily available. CAMH puts great emphasis on trying to recruit highly qualified, capable staff. The organization seeks opportunities to attract and retain staff through secondment and job development opportunities, funding initiatives like New Grad and Late Career Nurses, and also through its role in teaching students from research, allied health and nursing disciplines, as well as residents, medical students, and post doctoral fellows. CAMH's People Plan is based on the principles of CAMH being the Best Place to Work and Learn. The organization emphasizes continuous education and personal development opportunities for staff, supports a work-life balance for its employees, and provides many opportunities and events for staff recognition and awards (Long Term Service Awards, Ted Tremain, Nursing Awards, etc.). Training and education is offered in a variety of areas for front line and management staff including speciality clinical focused curriculum, emerging leaders and management 101 courses, project management, facilitative leadership and in participation in the University of Toronto - Rotman School of Business' Leadership Development in Healthcare program. In addition, an Employee Performance Recognition System was developed and implemented over the past 4 years to help staff develop yearly goals and objectives and to provide ongoing feedback and evaluation of those objectives, with the possibility of merit-based salary increases.
- The wage and benefits allowances for Other Votes Funded programs do not meet the current salary costs for staff working at CAMH. Thus, the funding for each FTE is significantly lower than the hospital's salary and benefits expense for that particular staff person due to our negotiated collective agreements (ONA and OPSEU). The 1.5% inflationary increase from recent years has not been large enough to close this gap, and is even more apparent in the area of psychiatric sessional funding, which is currently below the market rates. Each year, core hospital funding is used to absorb these additional costs and program overhead costs; vacancies from recruitment challenges have also helped us to balance the Other Vote budgets. We will continue to look for operational efficiencies so as to optimize the use of the Other Vote funding, however, as hospital core budgets are cut back, absorbing these additional costs will become increasingly difficult and could result in reductions in service.

- CAMH's Transforming Lives campaign has been tremendously successful in raising awareness of mental health and addictions issues, and it has also brought about an increase in demand for mental health and addiction services across CAMH's sites. CAMH is seeing a change in its client profile, in that clients are more acutely ill and have very complex mental and physical health issues. CAMH aims to increase access to its inpatient and outpatient services as well as to build capacity in the system through cross training, education, and professional development so that community agencies and other health care providers are able to do their part in providing care to clients with mental health and addiction needs.

CAMH initiated the planning for 2009-10 in September 2008. Analysis of the anticipated funding and inflationary increases (based on the historical 1.5% increase) resulted in a net deficit across the Other Votes programs of \$330k. While the news of a 2.25% inflationary increase reduces some of the expected financial impact on the hospital, CAMH is still facing a deficit of \$190k, which will be underwritten by the global budget. With respect to the forecasted expenditure, the organization conducted an environmental study and premised the budget development on the following inflationary factors:

- Wages: 4% (3% wage inflation, 1% grid movement)
- Benefits: 15% inflation, 18% for Extended Health, 7.1% for Dental
- Medical staff remuneration: 2.3%
- Supplies and other : 2.4%
- Medical and surgical: 3%
- Drugs: 2%
- Insurance 5%
- Laundry 8.5%
- Utilities 6%
- Waste 6%

Again, recognizing that the funding levels would not be sufficient to sustain the inflationary cost pressure, each Other Votes program was asked to review their program for efficiencies. In the event efficiencies were not able to be found, CAMH's global budgets would underwrite the deficits. Costs budgeted in these programs are for direct delivery of the program. In most cases, CAMH absorbs the overhead costs required to operate these programs.

D. Evaluation of Prior Year Performance

In the 07-08 fiscal year, the Other Votes programs were in an overall surplus position mainly due to unspent salary and wages, unspent physician compensation, as well as some unspent supplies budget. These unspent dollars were the result of difficulty in the recruitment and retention of qualified staff, difficulty in retaining physicians for sessional payments where the sessional fee rates are below that of the market, and the timing of flow of funding which resulted in delays to the hiring of staff.

E. Changes to Operations Summary (Optional)

CAMH is not anticipating any major changes to the program operations of those services under the Other Votes funding profile. However, CAMH will continue to examine strategies for further operational efficiencies across all programs (Other Votes and Core) in response to the fiscal tightening of our current economy.



Ministry of Health and Long-Term Care

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History Home CENTRE FOR ADDICTION AND MENTAL HEALTH - CMH&A (cmha948)

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2009 - CAPS - Community Annual Planning Submission

Go

Form 1 - Facility Identification	Form 2a - Summary of Revenue and Expenses	Form 2b - Summary of Revenue and Expenses - LHIN Summary
Form 2c - Summary of Revenue and Expenses - Ministry Summary	Worksheet 1a - TPBE Program Revenue and Expenses for (CMH&A) LHIN	

(This form is a roll up of TPBE worksheets-W1a, W2a, W3a and W4a)

Edit

Form 2b - Summary of Revenue and Expenses - LHIN Summary Category	Line Number	Account Financial (F) Reference OHS VERSION 6.2	(1) 2007/2008 ACTUAL YEAR END	(2) 2007/2008 APPROVED FISCAL BUDGET	(3) 2008/09 APPROVED BUDGET	(4) 2009/2010 BUDGET REQUEST	(5) % VARIANCE Col. (4-3)	(6) 2009/10 LHIN Approved Fiscal Budget	(7) 2010/2011 BUDGET TARGET	Variance Explanation (Col. 5) Provide brief explanation of variance
FUND TYPE 2										
REVENUE										
Funding - Local Health Integrated Networks (LHIN) (Allocation)	1	F 11006	\$ 10,622,794	\$ 10,035,766	\$ 10,503,104	\$ 10,697,032	1.85 %	\$ 10,697,032	\$ 10,929,765	
Funding - Provincial MOHLTC (Allocation)	2	F 11010	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Funding - MOHLTC Other funding envelopes	3	F 11014	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Funding - LHINs One Time	4	F 11008	\$ 193,679	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Funding - One Time Payments	5	F 11012	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Funding - Paymaster / Flow Through	6	F 11019	\$ -77,260	\$ -162,802	\$ -85,260	\$ -85,260	-0.00 %	\$ -85,260	\$ -87,178	
Service Recipient Revenue	7	F 11050 to 11090	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Subtotal Revenue LHIN/MOHLTC	8	Sum of lines 1 to 7	\$ 10,739,213	\$ 9,873,164	\$ 10,417,844	\$ 10,611,772	1.86 %	\$ 10,611,772	\$ 10,842,687	
Recoveries from External/Internal Sources	9	F 120*	\$ 74,520	\$ 29,020	\$ 41,770	\$ 29,000	-30.57 %	\$ 29,000	\$ 29,000	
Donations	10	F 140*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Amortization - Grants/Donations Revenue	11	F 131*, 141* & 151*	\$ 0	\$ 0	\$ 0	\$ 41,456	0.00 %	\$ 41,456	\$ 41,456	
Other Funding Sources and Other Revenue	12	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$ -658,803	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Subtotal Other	13	Sum of	\$ -584,383	\$ 29,020	\$ 41,770	\$ 70,456	68.68 %	\$ 70,456	\$ 70,456	

Form 2b - Summary of Revenue and Expenses - LHIN Summary Category	Line Number	Account: Financial (F) Reference OHRS VERSION 6.2	(1) 2007/2008 ACTUAL YEAR END	(2) 2007/2008 APPROVED FISCAL BUDGET	(3) 2008/09 APPROVED BUDGET	(4) 2009/2010 BUDGET REQUEST	(5) % VARIANCE Col. (4-3)	(6) 2009/10 LHIN Approved Fiscal Budget	(7) 2010/2011 BUDGET TARGET	Variance Explanation (Col. 5) Provide brief explanation of variance
Revenues		lines 9 to 12								
TOTAL REVENUE	14	Sum of line 8 and line 13	\$ 10,154,830	\$ 9,902,184	\$ 10,459,614	\$ 10,682,228	2.13 %	\$ 10,682,228	\$ 10,913,043	
EXPENSES										
Compensation										
Salaries and Wages (Worked + Benefit + Purchased)	15	F 31010, 31030, 31090, 35010, 35030, 35090	\$ 5,787,903	\$ 6,211,688	\$ 6,532,068	\$ 6,411,243	-1.85 %	\$ 6,411,243	\$ 6,591,847	
Benefit Contributions	16	F 31040 to 31085, 35040 to 35085	\$ 1,595,806	\$ 1,617,853	\$ 1,748,498	\$ 1,812,481	3.66 %	\$ 1,812,481	\$ 1,862,692	
Employee Future Benefit Compensation	17	F 305*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Nurse Practitioner Remuneration	18	F 380*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Medical Staff Remuneration	19	F 390*, [excl. F 39092]	\$ 406,627	\$ 601,123	\$ 441,982	\$ 380,596	-13.89 %	\$ 380,596	\$ 380,596	
Sessional Fees	20	F 39092	\$ 222,306	\$ 153,826	\$ 353,487	\$ 353,484	-0.00 %	\$ 353,484	\$ 353,484	
Service Costs										
Med/Surgical Supplies and Drugs	21	F 460*, 465*, 560*, 565*	\$ 14,788	\$ 6,399	\$ 0	\$ 47,200	0.00 %	\$ 47,200	\$ 47,200	
Supplies and Sundry Expenses (excl. Med/Surg Supplies & Drugs)	22	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$ 1,593,593	\$ 1,194,110	\$ 1,268,331	\$ 1,077,316	-15.06 %	\$ 1,077,316	\$ 1,077,316	
Community One Time Expense (For budget use only)	23	F 69596	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Equipment Expenses	24	F 7*, [excl. F 750*, 780*]	\$ 138,272	\$ 32,229	\$ 31,021	\$ 28,139	-9.29 %	\$ 28,139	\$ 28,139	
Amortization on Major Equip and Software License and Fees	25	F 750*, 780*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Contracted Out Expense	26	F 8*	\$ 472,461	\$ 294,538	\$ 378,538	\$ 462,538	22.19 %	\$ 462,538	\$ 462,538	
Buildings and Grounds Expenses	27	F 9*, [excl. F 950*]	\$ 131,960	\$ 74,000	\$ 113,700	\$ 171,411	50.78 %	\$ 171,411	\$ 171,411	
Building Amortization	28	F 9*	\$ 0	\$ 40,000	\$ 40,233	\$ 41,456	3.04 %	\$ 41,456	\$ 41,456	
TOTAL EXPENSES	29	Sum of lines 15 to 28	\$ 10,363,714	\$ 10,230,764	\$ 10,907,858	\$ 10,785,864	-1.12 %	\$ 10,785,864	\$ 11,016,679	
NET SURPLUS/ (DEFICIT) FROM OPERATIONS	30	Line 14 minus line 29	\$ -208,884	\$ -328,580	\$ -448,242	\$ -103,636	-76.88 %	\$ -103,636	\$ -103,636	

Form 2b - Summary of Revenue and Expenses - LHIN Summary Category	Line Number	Account: Financial (F) Reference OHSR VERSION 6.2	(1) 2007/2008 ACTUAL YEAR END	(2) 2007/2008 APPROVED FISCAL BUDGET	(3) 2008/09 APPROVED BUDGET	(4) 2009/2010 BUDGET REQUEST	(5) % VARIANCE Col. (4-3)	(6) 2009/10 LHIN Approved Fiscal Budget	(7) 2010/2011 BUDGET TARGET	Variance Explanation (Col. 5) Provide brief explanation of variance
HSPs must enter the revenue and expenses for Fund Type 3 and Fund Type 1										
FUND TYPE 3 - OTHER										
Total Revenue	31	F 1*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Total Expenses	32	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
NET SURPLUS/ (DEFICIT) FUND TYPE 3	33	Line 31 minus line 32	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
FUND TYPE 1 - HOSPITAL										
Total Revenue	34	F 1*	\$ 0	\$ 328,580	\$ 448,242	\$ 103,636	-76.88 %	\$ 103,636	\$ 103,636	
Total Expenses	35	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
NET SURPLUS/ (DEFICIT) FUND TYPE 1	36	Line 34 minus line 35	\$ 0	\$ 328,580	\$ 448,242	\$ 103,636	-76.88 %	\$ 103,636	\$ 103,636	
ALL FUND TYPES										
Total Revenue	37	Line 14 + line 31 + line 34	\$ 10,154,830	\$ 10,230,764	\$ 10,907,858	\$ 10,785,864	-1.12 %	\$ 10,785,864	\$ 11,016,679	
Total Expenses	38	Line 29 + line 32 + line 35	\$ 10,383,714	\$ 10,230,764	\$ 10,907,858	\$ 10,785,864	-1.12 %	\$ 10,785,864	\$ 11,016,679	
NET SURPLUS/ (DEFICIT)	39	Line 37 minus line 38	\$ -208,884	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Total Administration Expenses Allocated to the TPBEs in all worksheets										
Undistributed Accounting Centras	40	82*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Administration and Support Services	41	72 1*	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Management Clinical Services	42	72 5 05	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Medical Resources	43	72 5 07	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	
Total Administrative & Undistributed Expenses (included in fund type 2 expenses above)	44	Sum of line 40 to 43 (Included in Fund Type 2 expenses above)	\$ 0	\$ 0	\$ 0	\$ 0	0.00 %	\$ 0	\$ 0	

**SCHEDULE C – REPORTS
COMMUNITY MENTAL HEALTH AND ADDICTIONS SERVICES**

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

A list of reporting requirements and related submission dates is set out below. A HSP may be subject to a financial penalty if the reports are not provided on a timely basis.

OHRM/MIS Trial Balance Submission (through OHFS)	
2009-2010	Due Dates (Must pass 3c Edits)
2009-10 Q1	<i>Not required 2009-2010</i>
2009-10 Q2	October 30, 2009
2009-10 Q3	January 29, 2010
2009-10 Q4	May 31, 2010
2010-2011	Due Dates (Must pass 3c Edits)
2010-11 Q1	<i>Not required 2010-2011</i>
2010-11 Q2	October 29, 2010
2010-11 Q3	January 31, 2011
2010-11 Q4	May 31, 2011

OHRM/MIS Supplementary Reporting - Quarterly Report (through WERS) and Annual Reconciliation Report (ARR – submitted with Q4 Report)	
2009-2010	Due five (5) business days following Trial Balance Submission Due Date
2009-10 Q1	<i>Not required 2009-2010</i>
2009-10 Q2	November 6, 2009
2009-10 Q3	February 5, 2010
2009-10 Q4 and ARR	June 7, 2010
2010-2011	Due five (5) business days following Trial Balance Submission Due Date
2010-11 Q1	<i>Not required 2010-2011</i>
2010-11 Q2	November 5, 2010
2010-11 Q3	February 7, 2011
2010-11 Q4 and ARR	June 7, 2011

Board Approved Audited Financial Statement	
Fiscal Year	Due Date
2009-10	June 30, 2010
2010-11	June 30, 2011

Community Mental Health and Addictions – Other Reporting Requirements	
Requirement	Due Date
Common Data Set for Community Mental Health Services (2007)	Last day of the month following the end of Q2 and Q4 (Year-End) reporting periods
	• 2009-10 Q2 October 30, 2009
	• 2009-10 Q4 April 30, 2010
	• 2010-11 Q2 October 29, 2010 • 2010-11 Q4 April 29, 2011
DATIS (Drug & Alcohol Treatment Information System)	Fifteen (15) business days after end of Q1, Q2 and Q3 - Twenty (20) business days after Year-End (Q4)
	• 2009-10 Q1 July 22, 2009
	• 2009-10 Q2 October 22, 2009
	• 2009-10 Q3 January 22, 2010
	• 2009-10 Q4 April 29, 2010
	• 2010-11 Q1 July 22, 2010
	• 2010-11 Q2 October 22, 2010
	• 2010-11 Q3 January 24, 2011 • 2010-11 Q4 April 29, 2011
ConnexOntario Health Services Information • DART (Drug and Alcohol registry of Treatment) • OPGH (Ontario Problem Gambling Hotline) • Mental Health Services Information	All HSPs that received funding to provide mental health and/or addictions services must sign an Organization Reporting Agreement with ConnexOntario Health Services Information, which sets out the reporting requirements.
French Language Services Implementation and Accountability Report	2009-10 - April 30, 2010 2010-11 - April 29, 2011 <i>(For HSPs that have been designated under the "French Language Services Act" or who have been identified by the LHIN or the former HSRC or DHC to complete the report.)</i>

**SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY MENTAL HEALTH & ADDICTIONS**

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

<ul style="list-style-type: none"> ▪ Operating Manual for Community Mental Health and Addiction Services (2003) 	<p>Chapter 1. Organizational Components</p> <p>1.2 Organizational Structure, Roles and Relationships</p> <p>1.3 Developing and Maintaining the HSP Organization / Structure</p> <p>1.5 Dispute Resolution</p>
	<p>Chapter 2. Program & Administrative Components</p> <p>2.3 Budget Allocations/ Problem Gambling Budget Allocations</p> <p>2.4 Service Provision Requirements</p> <p>2.5 Client Records, Confidentiality and Disclosure</p> <p>2.6 Service Reporting Requirements</p> <p>2.8 Issues Management</p> <p>2.9 Service Evaluation/Quality Assurance</p> <p>2.10 Administrative Expectations</p> <p>Chapter 3. Financial Record Keeping and Reporting Requirements</p> <p>3.2 Personal Needs Allowance for Clients in Some Residential Addictions Programs</p> <p>3.6 Internal Financial Controls (<i>except "Inventory of Assets"</i>)</p> <p>3.7 Human Resource Controls</p>
<ul style="list-style-type: none"> ▪ Ontario Program Standards for ACT Teams (2005) 	
<ul style="list-style-type: none"> ▪ Intensive Case Management Service Standards for Mental Health Services and Supports (2005) 	
<ul style="list-style-type: none"> ▪ Crisis Response Service Standards for Mental Health Services and Supports (2005) 	
<ul style="list-style-type: none"> ▪ Psychiatric Sessional Funding Guidelines (2004) 	
<ul style="list-style-type: none"> ▪ Joint Policy Guideline for the Provision of Community Mental Health and Developmental Services for Adults with Dual Diagnosis (2008) 	
<ul style="list-style-type: none"> ▪ Addictions Ontario Withdrawal Management Standards (2004) 	
<ul style="list-style-type: none"> ▪ Addictions Ontario Admission Discharge Criteria (2000) 	
<ul style="list-style-type: none"> ▪ Admission, Discharge and Assessment Tools for Ontario Addiction Agencies (2000) 	
<ul style="list-style-type: none"> ▪ South Oaks Gambling Screen (SOGS) 	
<ul style="list-style-type: none"> ▪ Ontario Healthcare Reporting Standards – OHRIS/MIS 	
<ul style="list-style-type: none"> ▪ Community Financial Policy 2009 	

SCHEDULE E - PERFORMANCE

1.0 PERFORMANCE INDICATORS

Performance Indicators

Schedule E 2009/11

CENTRE FOR ADDICTION AND MENTAL HEALTH - CMH&A					
HSP					
Indicators	Baseline	2009/10 Performance Target	2009/10 Performance Standard	2010/11 Performance Target	2010/11 Performance Standard
Balanced Budget		0.00%	>0.00%	0.00%	>0.00%
Variance Forecast to Actual Expenditures		0	< 0 >	0	< 0 >
Proportion of Budget Spent on Administration		0.00%	0.00%	0.00%	0.00%
Cost per individual served		N/A	N/A	TBD	N/A
Vacancy Rate		N/A	N/A	TBD	N/A
Turnover Rate	N/A	N/A	0 - 0	N/A	0 - 0
Wait times:					
1a. From Referral date to Assessment date (90th percentile referrals from community)	N/A	N/A	0 - 0	N/A	0 - 0
1b. From Referral date to Assessment date (90th percentile referrals from hospital)	N/A	N/A	0 - 0	N/A	0 - 0
Wait Times					
2- Assessment to service initiation		N/A	N/A	TBD	N/A

1. No negative variance is accepted for total margin
 Proportion of Budget Spent on Administration will be Direct Care / Service for 2010-11
 N/A - not a performance indicator in 2009-10
 TBD - target will be set by 3/31/10 for 2010-11
 Baseline is 2007-08

2.0 LHIN SPECIFIC PERFORMANCE OBLIGATIONS

Performance Indicators				Schedule E 2009/11							
HSP: CENTRE FOR ADDICTION AND MENTAL HEALTH - CMH&A				2009/10				2010/11			
Health Service Activity				Service Units		Individuals Served		Service Units		Individuals Served	
				Perf. Target	Perf. Std.	Perf. Target	Perf. Std.	Perf. Target	Perf. Std.	Perf. Target	Perf. Std.
TPBE	OHRIS FC:	OHRIS Description									
MH	72.5.09.76	COM Case Management - Mental Health	Visits	1878	1690 - 2066	415	311 - 519	1878	1690 - 2066	415	311 - 519
SA	72.5.10.78.14	COM Primary Care - Addictions Treatment - Substance Abuse	Visits	6952	6604 - 7300	546	463 - 627	6952	6604 - 7300	546	463 - 627
MH	72.5.15.76	COM Crisis Intervention - Mental Health	Visits	3525	3173 - 3878	290	218 - 363	3525	3173 - 3878	290	218 - 363

FC: functional centre
Performance Standard** Corridor associated with required variance reporting

2.1 SUPPORTING THE LHIN TO ACHIEVE MLAA PERFORMANCE INDICATORS

The Health Service Provider will work collaboratively with Toronto Central LHIN and other health service providers in the LHIN to support the achievement of LHIN-specific performance targets as follows:

1. The health service provider agrees to participate in the LHIN lead Resource Matching and Referral Project.
2. The health service provider agrees to evaluate the effectiveness of the Board of Directors and Chief Executive Officer / Executive Director annually.
3. The health service provider agrees to participate in the LHIN supported Mental Health and Addictions Supportive Housing Central Intake and Common Assessment Project.

SCHEDULE F – TEMPLATE FOR PROJECT FUNDING

THIS PROJECT FUNDING AGREEMENT (the “PFA”) is effective as of [insert date] (the “Effective Date”) between:

XXX LOCAL HEALTH INTEGRATION NETWORK (the “LHIN”)

- and -

[Legal Name of the Health Service Provider] (the “HSP”)

WHEREAS the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the “SAA”) for the provision of Services and now wish to set out the terms of pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the “Project”;

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

- 1.0 Definitions.** Unless otherwise specified in the PFA, capitalised words and phrases will have the meaning set out in the SAA. When used in the SAA, the following words and phrases have the following meanings:
- “**Deliverable**” means one of, and “**Deliverables**” mean more than one of, the services and deliverables provided by the HSP pursuant to the terms of this SAA and set out in Appendix A to this SAA;
- “**Rates**” means the applicable price for the Deliverables and set out in Appendix A to this SAA; and
- “**Term**” means the period of time from the Effective Date up to and including [insert project end date].
- 2.0 Relationship between the SAA and the PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution the PFA will be appended to the SAA as a Schedule.
- 3.0 The Deliverables.** The HSP agrees to provide the Deliverables on the terms and conditions of this PFA including all Appendices and schedules thereto.
- 4.0 Rates and Payment Process.** Subject to the SAA, the Rates for the provision of the Deliverables will be as specified in Appendix A to this PFA.
- 5.0 Representatives for PFA.**
- (a) The HSP’s Representative for purposes of this PFA will be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP’s Representative has authority to legally bind the HSP.

- (b) The LHIN's Representative for purposes of this PFA will be: [insert name, telephone number, fax number and e-mail address.]

6.0 Additional Terms and Conditions. The following additional terms and conditions are applicable to this PFA.

- (a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of the PFA, the PFA will continue until it expires or is terminated in accordance with its terms.
- (b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]

By:

[insert name and title]

[XX] Local Health Integration Network

By:

[insert name and title.]

APPENDIX A: DELIVERABLES

- 1. DESCRIPTION OF PROJECT**
- 2. DESCRIPTION OF DELIVERABLES**
- 3. OUT OF SCOPE**
- 4. DUE DATES**
- 5. PERFORMANCE STANDARDS**
- 6. REPORTING**
- 7. PROJECT ASSUMPTIONS**
- 8. RATES**

8.1 The Rates for completion of this PFA are as follows:

8.2 Regardless of any other provision of this PFA, the Rates payable for the completion of the Deliverables under this PFA are not to exceed [X].