

## SCHEDULE F – DECLARATION OF COMPLIANCE

### DECLARATION OF COMPLIANCE

Issued pursuant to the Multi-Sector Service Accountability Agreement effective April 1, 2019

**To:** The Board of Directors of Ontario Health  
Attn: Board Chair

**From:** The Board of Directors (the "Board") of the St. Joseph's Healthcare Hamilton (the "HSP")

**Date:** 6/29/2023

**Re:** April 1, 2022 – March 31, 2023 (the "Applicable Period")

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Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the multi-sector service accountability agreement between Ontario Health and the HSP effective April 1, 2019, as amended by an amending agreement dated the 31st day of March, 2020 (the "March 2020 Amendment"), an extending letter effective March 31, 2021 (the "March 2021 Extending Letter") and an extending letter effective March 31, 2022 (the "March 2022 Extending Letter") (collectively, the "Agreement").

The Board has authorized me, by resolution dated 6/29/2023, to declare to you as follows:

After making inquiries of the individual program's Directors and Managers responsible for the applicable M-SAA programs and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the Agreement in effect during the Applicable Period.

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

- (i) Article 4.8 of the MSAA concerning applicable procurement practices;
- (ii) The *Connecting Care Act*; 2019; and
- (iii) Any compensation restraint legislation which applies to the HSP



Lynn McNeil, Chair Joint Board of Governors

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**Appendix 1 - Exceptions**

N/A



**St. Joseph's Healthcare Hamilton - MSAA**  
**Schedule F – Declaration of Compliance- Due June 30, 2023**  
**Reporting Period – April 1, 2022 – March 31, 2023**

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

The Declaration of Compliance for the period April 1, 2022 to March 31, 2023 must be reported to Ontario Health West by June 30, 2023.

St. Joseph's Healthcare Hamilton (SJHH) has fulfilled its obligations under the MSAA during the applicable period, with respect to:

***Article 3.0 – Provision of Services***

***3.1 Provision of Services***

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

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

***3.2 Subcontracting of the Provision of Services***

SJHH has met all obligations under the agreement with respect to Subcontractors. Primary sub-contractors are Therapy services and in rare cases agency staffing, to support provision of SJHH services.

***3.3 Conflict of Interest***

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

***3.4 Digital Health***

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

***3.5 French Language Services***

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

***Article 4.0 – Funding***

***4.5 Conditions of Funding***

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

**4.6 Interest**

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

**4.7 Rebates, Credit and Refunds**

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

**4.8 Procurement of Goods and Services**

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

**4.9 Disposition**

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

**Article 5.0 – Repayment and Recovery of Funding**

**5.1 Repayment and Recovery**

SJHH acknowledges that any unspent LHIN funding will be recovered.

**5.2 Provision for the Recovery of Funding**

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

**Article 6.0 – Planning and Integration**

**6.2 Community Engagement & Integration Activities**

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

**Article 7.0 – Performance**

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

**Article 8.0 – Reporting, Accounting and Review**

**8.1 Reporting**

**(b) Specific Obligations**

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

**(c) French Language Services**

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

### **8.3 Document Retention and Record Maintenance**

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

### **8.4 Disclosure of Information**

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

### **8.5 Transparency**

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

## **Article 9.0 – Acknowledgement of LHIN Support**

### **9.1 Publication**

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

### **9.2 Acknowledgement of Funding Support**

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

**Article 10.0 – Representation, Warranties and Covenants**

**10.1 General**

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

**10.2 Execution of Agreement**

SJHH has the full power and authority to enter this Agreement and has taken the necessary actions to authorize it the execution of this Agreement.

**10.3 Funding, Services and Reporting**

SJHH represents, warrants and covenants that it has established, and has maintained them for the period of the Agreement.

**10.4 Funding, Services and Reporting**

SJHH represents warrants and covenants that:

- (a) The Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) The Services are and will continue to be provided:
  - (1) By persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
  - (2) In compliance with Applicable Law and Applicable Policy; and
- (c) Every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately

**10.5 Supporting Documentation**

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

**Article 11.0 – Limitation of Liability, Indemnity & Insurance**

**11.4 Insurance**

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

**Schedule B – Reports**

**Reporting Requirements 2022-2023: (April 1, 2022 to March 31, 2023 reporting period)**

Report	Estimated Due Dates	Status
OHRIS MIS/Trial Balance Q2 Q3 Q4	October 31, 2022 January 31, 2023 May 31, 2023	Completed Completed Completed
Supplementary Reporting – Quarterly Report (SRI) Q2 Q3 Q4	November 7, 2022 February 28, 2023 June 7, 2023	Completed Completed Completed
Annual Reconciliation Report	June 30, 2023	In Progress
Declaration of Compliance Apr 1, 2022 - Mar 31, 2023	June 30, 2023	In Progress
Board Approved Audited Statements	June 30, 2023	In Progress

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

**Schedule D1 – Core Indicators**

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

Performance Indicator	2022-23 Performance	
	Target	Standard
Balanced Budget – Fund Type 2	\$0	>=0
Proportion of Budget Spent on Administration	5.9%	<=7%
Percentage Total Margin	0.00%	>=0%

SJHH has not met the existing targets for fiscal year 2022-23. SJHH completed the 2022-23 fiscal year in a total margin deficit position due to the impact of Bill 124 reopeners.