

**Schedule 3**  
**Services Schedule**  
**Equipment and Equipment-Related Supplies**

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## ARTICLE 1 – INTERPRETATION

### 1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Equipment**” means the equipment set out in the Price Form entitled “Equipment and Equipment-Related Supplies List – Equipment Rental Price Form”, LHIN-Owned Equipment and any Exception Items;

“**Equipment and Equipment-Related Supplies Depot**” is defined in SS Section 4.3(1);

“**Equipment and Equipment-Related Supplies List**” means the list of Equipment and Equipment-Related Supplies set out in the Price Form entitled “Equipment and Equipment-Related Supplies List”;

“**Equipment Code**” means a discrete LHIN code which identifies a specific type of Equipment and which differentiates types and sizes of Equipment;

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

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

“**Equipment-Related Supplies**” means those disposable items set out in the Price Form entitled “Equipment and Equipment-Related Supplies List – Supplies Price Form” required for use with the related Equipment;

“**Equipment-Related Supplies Code**” means discrete LHIN codes which identify specific types of Equipment-Related Supplies;

“**Equipment-Related Supplies Order**” is defined in SS Section 3.1(1)(b);

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

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

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

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

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

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

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

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

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

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

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

“**LHIN-Owned Equipment**” means the list of equipment set out in the Price Form entitled “Equipment and Equipment-Related Supplies List - LHIN-Owned Equipment Price Form”;

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

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

“**Maintenance Fee**” is defined in Section 1.1(1) of the Pricing and Compensation Schedule.

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

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

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



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

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

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

**“Pick-Up Request”** is defined in SS Section 3.1(1)(e);

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

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

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

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

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

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

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

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

**“Regular Pick-Up”** is defined in SS Section 4.6.1(1);

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

**“Repair or Replacement Requests”** is defined in SS Section 3.1(1)(d);

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

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

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

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

**“Same Day Pick-Up”** is defined in SS Section 4.6.2(1);

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

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

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

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

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

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

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

“**Start-Up Transition Period**” is defined in SS Section 2.2.1(2);

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

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

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

“**Transition Clients**” is defined in SS Section 2.2.1(3)(a);

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

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

“**Workplace Safety and Insurance Act, 1997**” means the Ontario *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, as amended from time to time; and

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

## **ARTICLE 2 – GENERAL SERVICES DESCRIPTION**

### **2.1 Services**

(1) The Service Provider shall provide, maintain and deliver Equipment and Equipment-Related Supplies and shall, if specified in the Special Conditions, maintain and deliver the LHIN-Owned Equipment, to the LHIN’s Clients as authorized by the LHIN in accordance with this Services Schedule (the “Services”).

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

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

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

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

(a) managing the receipt and acceptance of Service Requests from the LHIN;

- (b) providing clean and sanitized Equipment in good working order in accordance with the Performance Standards;
- (c) delivering and picking up Equipment as specified in this Services Schedule;
- (d) installing and assembling Equipment ordered by the LHIN in accordance with the manufacturer's specifications;
- (e) providing and delivering Equipment-Related Supplies, as ordered by the LHIN, that are clean, pre-packaged and new, and provided in accordance with the standards set out in the Performance Standards Schedule;
- (f) providing Clients, Caregivers and Other Service Providers with written and corresponding verbal instructions on the safe mechanical and operational use and storage of Equipment and Equipment-Related Supplies;
- (g) performing ongoing maintenance, including corrective and preventive maintenance in accordance with the manufacturer's specifications and carrying out repairs on Equipment at the specified Service Delivery Location or Equipment and Equipment-Related Supplies Depot, as required;
- (h) on an ongoing basis, monitoring and reporting on the quality and timeliness of the Service Provider's delivery of the Services in accordance with the Performance Standards and the requirements of the Agreement;
- (i) providing expert advice and assistance to the LHIN on all matters related to the Equipment and Equipment-Related Services;
- (j) implementing a Quality Management Program and Risk Management Program to ensure the effective delivery of the Services;
- (k) attending meetings as required by the LHIN;
- (l) communicating with the LHIN on an ongoing basis;
- (m) creating, maintaining and retaining a record of Services delivered to the Client; and
- (n) providing reports as set out in this Services Schedule.

(6) The Service Provider shall, in carrying out the Services, use LHIN-Owned Equipment only in accordance with applicable LHIN policies and procedures in respect of usage of LHIN-Owned Equipment.

(7) The Service Provider may, at its discretion, acting reasonably, refuse to maintain and deliver any LHIN-Owned Equipment that does not meet the standard required in SS Section 6.1(1)(c). For greater clarity, the Service Provider may not refuse to maintain and deliver LHIN-Owned Equipment on any other grounds than those set out in this SS Section 2.1(7).

## **2.2 Transition Services**

### **2.2.1 New Service Requests**

(1) Subject to SS Section 2.2.1(2) and 2.2.1(3), on the Starting Date, the LHIN shall commence referring new Service Requests to the Service Provider.

(2) In respect of equipment that has already been provided to Clients by the Existing Service Provider and is still being used by the Client, the LHIN shall refer related supply orders, repair or replacement requests and pick-up requests to the Existing Service Provider for a period of up to 60 days following the Starting Date (the “Start-Up Transition Period”).

- (3) Thirty days prior to the end of the Start-Up Transition Period, the LHIN shall,
- (a) identify those Clients who are using the Existing Service Provider’s equipment and who will continue to be eligible to receive the equipment through the LHIN (the “Transition Clients”);
  - (b) terminate any existing equipment orders for those Transition Clients and require the Existing Service Provider to pick up the applicable equipment; and
  - (c) issue a new Equipment Order for each of the Transition Clients to the Service Provider.

(4) For greater clarity, the Service Provider shall not be obliged to repair, replace or pick up the equipment of the Existing Service Provider and shall not be obliged to carry out any Services in respect of the Existing Service Provider’s equipment.

#### 2.2.2 Special Circumstances During the Transition Period

(1) If the Service Provider is the Existing Service Provider, the prices applicable to Service Requests placed by the LHIN at the commencement of the Agreement Term shall be determined in accordance with the following two principles:

- (a) if the then-current agreement between the LHIN and the Existing Service Provider uses a monthly price for equipment rental, the then-current monthly price shall apply until end of the monthly pricing period that occurs after the Starting Date; and
- (b) if the then-current agreement between the LHIN and the Existing Service Provider uses a daily price for equipment rental, the then-current daily price shall apply up to and including the last day before the Starting Date,

after which time the prices set out in the Pricing and Compensation Schedule shall apply.

#### 2.2.3 End Date Transition

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

(2) If, as of 30 days prior to the End Date, the Service Provider’s Equipment is still located at a Client’s Service Delivery Location and, in the sole discretion of the LHIN, is still required by the LHIN on behalf of the Client, the LHIN will issue a Pick-Up Request to the Service Provider in respect of that Equipment and will order replacement equipment for the Client from the Subsequent Service Provider.

(3) For clarity, the Service Provider shall continue to provide Services in respect of the Equipment and Equipment-Related Supplies until the End Date, but the Parties acknowledge that from the End Date Transition Date to the End Date, their intention is to steadily remove all of the Service Provider’s Equipment from the Clients’ Service Delivery Locations through the scheduled termination of

the Equipment rentals, and, for those rental periods that have not ended as of 30 days prior to the End Date, to transition those Clients to the Subsequent Service Provider.

### **2.3 Information Technology**

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

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

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

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

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

## **ARTICLE 3 – SERVICE REQUESTS AND CLIENT REQUESTS – GENERAL**

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

- (1) The LHIN shall request Services to be provided by the Service Provider,
  - (a) by a LHIN order for Equipment (including a revision to an Equipment order) from the LHIN Equipment and Equipment Related Supplies List ("Equipment Order");
  - (b) by a LHIN order for Equipment-Related Supplies from the LHIN Equipment and Equipment-Related Supplies List (an "Equipment-Related Supplies Order");
  - (c) by a LHIN request for information (an "Information Request");
  - (d) by a LHIN request for repair, replacement, service, inspection or corrective and preventative maintenance of Equipment or replacement of Equipment-Related Supplies at the Service Delivery Location or Equipment-Related Supplies Depot (a "Repair or Replacement Request") or by a Repair or Replacement Request in an emergency situation in which the malfunction of Equipment or defect in Equipment-Related Supplies either seriously compromises or has the potential to seriously compromise the Client's safety (an "Emergency Repair or Replacement Request"); or
  - (e) by a LHIN order for pick-up of Equipment or Equipment-Related Supplies (a "Pick-Up Request"),

(each, a "Service Request" or collectively "Service Requests").

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

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

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

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

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

### **3.3 LHIN Equipment and Equipment-Related Supplies Orders**

- (1) The LHIN shall include the following information on Equipment Orders and Equipment-Related Supplies Orders:
  - (a) Client Identifying Information;
  - (b) purchase order or transaction or reference number;
  - (c) Equipment Codes or Equipment-Related Supplies Codes, as applicable;
  - (d) product specifications and description of Equipment or Equipment-Related Supplies item, as applicable;
  - (e) Equipment Start Date and, if the LHIN has determined the date when the Equipment is no longer required, Equipment End Date;
  - (f) delivery time and Category of Delivery;
  - (g) any additional delivery instructions, if applicable;
  - (h) Client specific adjustment and installation instructions, if applicable; and

(i) any other essential information as determined by the LHIN.

(2) The LHIN may authorize an extension of the Equipment End Date by written notice to the Service Provider.

(3) The Service Provider shall provide to the LHIN or Other Service Providers product information sheets, educational materials or operating instructions with the Equipment or Equipment-Related Supplies, if directed by the LHIN.

### **3.4 Responding to Equipment and Equipment-Related Supplies Orders**

(1) The Service Provider shall, no later than 60 minutes after an Order is sent to the Service Provider by the LHIN, notify the LHIN if it is unable to fill the Order and carry out the delivery of the Order as required by the LHIN. If the Service Provider does not notify the LHIN within the 60 minutes for notification that it is unable to fill an Order in the specified delivery time, the Service Provider shall be considered to have confirmed that it is able to fill the Order and able to make the delivery in the specified delivery time. If the Service Provider notifies the LHIN that it is unable to fill an Order in the specified delivery time it shall, no later than 60 minutes after the first notification of inability to fill the Order, notify the LHIN as to when the applicable Equipment or Equipment-Related-Supplies is available and confirm a delivery date.

(2) In all cases of the Service Provider's inability to fill an Order and carry out delivery in accordance with the requirements of this Services Schedule, the Service Provider shall use its best efforts to,

- (a) source and supply the Equipment and Equipment-Related Supplies that were not available in Inventory at the time of the Order; and
- (b) deliver the Equipment or Equipment-Related Supplies to the Service Delivery Location on an urgent basis and at no additional cost to the LHIN.

(3) For the purposes of the Performance Standards, a notice of inability to fill an Order that is given by the Service Provider in accordance with SS Section 3.4(1) shall be counted as a failure to fill an Order.

### **3.5 Equipment and Equipment-Related Supplies Substitution**

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

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

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

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

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

### **3.6 Responding to Pick-Up Requests, Repair or Replacement Requests etc.**

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

### **3.7 Information Requests**

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

### **3.8 Repair or Replacement Requests**

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

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

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

(4) The Service Provider shall monitor the LHIN-Owned Equipment and shall notify the LHIN if an item of LHIN-Owned Equipment is no longer fit for the purpose for which it is used by the Client.

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

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

- (a) information on the operation of the Equipment or use of the Equipment-Related Supplies; or
- (b) malfunction of the Equipment.

(2) Unless explicitly stated otherwise in the Special Conditions, the Service Provider shall provide emergency on call coverage 24 hours per day, 7 days per week to Clients or their Other Service Providers in emergency situations in which the malfunction of Equipment either seriously compromises or has the potential to seriously compromise the Client's safety.

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

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



LHIN shall be obliged to pay for interpretation or communication services only if, in the LHIN's opinion, acting reasonably, the circumstances set out in this SS Section 3.9(4) exist.

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

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

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

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

##### **4.1 Categories of Delivery**

###### **4.1.1 Delivery Requests**

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

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

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

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

paid at the rate for an Individually Scheduled Delivery set out in the Pricing and Compensation Schedule;

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

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

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

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

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

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

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

## 4.2 **Service Delivery Location**

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

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

#### **4.3 Equipment and Equipment-Related Supplies Depot**

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

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

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

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

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

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

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

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

(1) The Service Provider shall provide the Client with all necessary instruction and disposal containers required for the proper disposal of Biomedical Waste generated from the use of any Equipment or Equipment-Related Supplies. The disposal containers for Biomedical Waste may be provided by the LHIN or a third party service provider. For clarity, this SS Section 4.4(1) shall apply to the Service Provider, regardless of whether the Service Provider is responsible for the pick-up and disposal of Biomedical Waste in accordance with SS Section 4.4(2).

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

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

#### **4.5 Installation of Equipment**

(1) The Service Provider shall install that Equipment identified in the LHIN Equipment and Equipment-Related Supplies List as requiring installation, at no additional cost to the LHIN.

(2) The Service Provider shall determine whether or not there are conditions at the Service Delivery Location that make the installation of Equipment unsafe.

#### **4.6 Equipment and Equipment-Related Supplies Pick-Up**

##### **4.6.1 Regular Pick-Up**

(1) The Service Provider shall, unless otherwise notified by the LHIN, pick up Equipment no later than three Business Days after the Equipment End Date specified in the Equipment Order or, if no Equipment End Date is specified, then no later than three Business Days after the date the Service Provider receives a Pick-Up Request from the LHIN ("Regular Pick-Up"). The Service Provider shall pick up Equipment at the Service Delivery Location or at an alternative location identified by the LHIN.

##### **4.6.2 Same Day Pick-Up**

(1) In exceptional circumstances, and at the request of the LHIN, the Service Provider shall pick up Equipment no later than six hours after receiving a Pick-Up Request to pick up the Equipment from the pick-up location ("Same Day Pick-Up").

##### **4.6.3 Arranging Pick-Up and Failed Pick-Up Attempts**

(1) The Service Provider is solely responsible for making its own arrangements to ensure that the Client is available at the location for pick-up by the deadlines specified by the LHIN in accordance with SS Section 4.6.1 or 4.6.2.

(2) If, after repeated attempts at scheduling a pick-up, the Service Provider is unable to pick up the Equipment by the deadline specified by the LHIN in accordance with SS Section 4.6.1 or 4.6.2, the Service Provider shall notify the LHIN, no later than 24 hours after the expiration of the deadline specified by the LHIN, that it has been unable to pick-up the Equipment. The LHIN shall, for a period of 30 days thereafter, provide commercially reasonable assistance to the Service Provider in scheduling and implementing a pick-up of the Equipment by communicating with the Client. If, after 30 days, the Service Provider is still unable to pick up the Equipment, the LHIN shall consider such Equipment to be lost and the LHIN shall no longer be obliged to assist the Service Provider. Notwithstanding any assistance which may be provided by the LHIN, the Service Provider shall be liable for all losses, damages and claims related to lost Equipment.

##### **4.6.4 Cost**

(1) The Service Provider shall pick up Equipment after the Equipment End Date and shall respond to LHIN Pick-Up Requests at no additional cost to the LHIN.

**ARTICLE 5 – CLIENT COMMUNICATION AND ISSUES WITH THE SERVICE DELIVERY LOCATION****5.1 Carrying out a Delivery or Pick-Up Service Request**

(1) The Service Provider shall instruct the Client, Caregiver or Other Service Provider, as appropriate, on the safe operation and storage of Equipment, as required, and shall caution them not to uninstall or tamper with the Equipment.

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

(3) The Service Provider shall provide operating instructions to the Client and Caregiver for specified Equipment in writing and in a language specified by the LHIN or form that the Client and Caregiver can understand. The Service Provider's operating instructions shall include a demonstration of the Equipment, as appropriate, information on the use of the Equipment and Equipment-Related Supplies, the Equipment manual, instructions on safety precautions related to the Equipment and the name of a Service Provider contact person in the event that the Equipment malfunctions.

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

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

(5) The Service Provider shall, no later than the same day of a Client request, notify the LHIN if a Client has requested that the Service Provider pick up the Equipment.

**ARTICLE 6 – INVENTORY REQUIREMENTS AND EQUIPMENT MAINTENANCE AND REPAIRS****6.1 Inventory Requirements**

(1) The Service Provider shall provide and maintain Equipment and Equipment-Related Supplies inventory (the "Inventory") that,

- (a) is of an appropriate variety and quantity to meet the needs of the LHIN in accordance with the Performance Standards Schedule;
- (b) is capable of meeting the Fill Rate requirements set out in the Performance Standards Schedule;
- (c) consists of Equipment items each of which,

- (i) is standard new or used but of the current model and with a “like new” appearance, unless otherwise specified by the LHIN in the Special Conditions;
  - (ii) meets the requirements of the Performance Standards Schedule;
  - (iii) is safe and approved by the Canadian Standards Association, if applicable, and meets any other applicable safety standards;
  - (iv) is clean, properly sanitized, and working to the manufacturer’s specifications;
  - (v) bears a permanent identifying device that displays the Service Provider’s name and telephone number and a unique identifier Inventory number; and
  - (vi) is, at all times, fit for the purpose intended by the manufacturer;
- (d) consists of Equipment-Related Supplies which,
- (i) are standard new and pre-packaged;
  - (ii) meet the requirements of the Performance Standards Schedule;
  - (iii) are safe and approved by the Canadian Standards Association, if applicable, and meet any other applicable safety standards; and
  - (iv) are, at all times, fit for the purpose intended by the manufacturer,
- (e) consists of Equipment and Equipment-Related Supplies which,
- (i) if applicable, are of the acceptable brand or brands specified by the LHIN for the item in the Equipment and Equipment-Related Supplies List; or
  - (ii) if permitted by the LHIN as specified in the Equipment and Equipment-Related Supplies List, are equivalent to the acceptable brand or brands specified by the LHIN for the item in the Equipment and Equipment-Related Supplies List.

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

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

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

## **6.2 Equipment and Equipment-Related Supplies Catalogue**

(1) The Service Provider shall develop and provide to the LHIN a catalogue in the format requested by the LHIN of all Equipment and Equipment-Related Supplies and kits routinely used by the LHIN which shall include the Equipment Code, Equipment-Related Supply Code, manufacturer’s code, a brief listing of features and related accessories, restrictions or limitations, if any, and any known safety alerts for each item of Equipment or Equipment-Related Supplies listed. The catalogue shall be subject

to the review and approval of the LHIN and, upon request by the LHIN, the Service Provider shall review and update the catalogue. For greater clarity, the catalogue is for convenience only and does not affect, in any way whatsoever, the Service Provider's obligation to provide all of the Equipment and Equipment-Related Supplies.

### **6.3 Maintenance and Repair Requirements**

#### **6.3.1 Inventory Maintenance and Repair**

(1) The Service Provider shall, at all times, properly maintain its Inventory to ensure compliance with the Performance Standards Schedule. The Service Provider's maintenance shall include,

- (a) regularly maintaining, repairing and, as required, replacing Equipment in accordance with the Performance Standards Schedule;
- (b) ensuring that only qualified Service Provider Personnel perform corrective and preventive maintenance on an ongoing basis and that all maintenance carried out by the Service Provider is in accordance with manufacturer's guidelines and health and infection control standards;
- (c) in the absence of manufacturer's standards, reviewing and inspecting the Equipment at least semi-annually and before each delivery of Equipment to a Client to ensure compliance with quality control standards and to ensure that the Equipment is operating in accordance with the Performance Standards Schedule; and
- (d) inspecting and maintaining, at the Service Delivery Location, all Equipment which is rented over an extended period a minimum of once every six months or at the request of the Client, Caregiver or the LHIN.

(2) The Service Provider shall maintain a written record of the ongoing maintenance, inspection and review of Equipment. The Service Provider shall provide this written record to the LHIN at the LHIN's request. The Service Provider shall ensure that quality control processes and maintenance of Inventory are logged and reportable to the LHIN on a routine basis.

(3) Notwithstanding SS Section 6.3.1(1) and 6.3.1(2), the LHIN shall reimburse the Service Provider for the cost of all repairs to LHIN-Owned Equipment that have been previously approved by the LHIN. The Service Provider shall submit an estimate of the cost of any repair to an item of LHIN-Owned Equipment to the LHIN for approval. Upon receipt of an estimate of the cost of repair, the LHIN may, in its discretion, approve the repair or remove the item of LHIN-Owned Equipment from circulation. For greater clarity, the cost of repairs is not included in the Maintenance Fee.

## **ARTICLE 7 – RECALLS AND DEFECTIVE EQUIPMENT AND EQUIPMENT-RELATED SUPPLIES**

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

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

- (a) provide a report of the Clients that are affected by the hazard, defect, warning or Recall; and

- (b) trace and either replace or repair Equipment or Equipment-Related Supplies affected by the hazard, defect, warning or Recall in each Client's Service Delivery Location, at no cost to the LHIN,

(the "Recall Plan").

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

(3) The LHIN shall immediately alert the Service Provider to information on LHIN-Owned Equipment defects, hazards, warnings or Recalls issued or posted by Health Canada or manufacturers. No later than 24 hours after the Service Provider receives information regarding a defect, hazard, warning or Recall from the LHIN, and having regard to the level of risk of the hazard, warning, defect or Recall, the Service Provider shall provide the LHIN with a Recall Plan for the LHIN-Owned Equipment, prepared in accordance with SS Section 7.1(1) and shall take all steps necessary to carry out the Recall Plan in accordance with SS Section 7.1(2).

## **7.2 Defective Equipment or Equipment-Related Supplies**

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

## **ARTICLE 8 – QUALITY MANAGEMENT PROGRAM**

### **8.1 General**

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

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

### **8.2 Performance Standards Monitoring**

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

- (2) The Quality Management Program shall also include,



- (a) the measurement and tracking of performance indicators developed and tracked by the Service Provider, in addition to Quarterly Indicators and Annual Indicators, relating to the quality of the Services delivered by the Service Provider;
- (b) a process for the implementation of corrective action in circumstances where a Performance Standard is not achieved;
- (c) the monitoring and reporting of any corrective action taken pursuant to SS Section 8.2(2)(b) and the results of the corrective action;
- (d) the review, assessment and improvement of the Service Provider's organizational processes on a regular basis;
- (e) the measurement and reporting of the following information related to the delivery of Equipment and Equipment-Related Supplies and associated Services by the Service Provider in each Quarter or Part Quarter (the "Quarterly Indicators"):
  - (i) the number of Client and Caregiver complaints received by the Service Provider in the applicable Quarter or Part Quarter divided by the number of Clients in the applicable Quarter or Part Quarter;
  - (ii) the types of Client and Caregiver complaints received by the Service Provider in the applicable Quarter or Part Quarter;
  - (iii) the number of Individually Scheduled Deliveries in the applicable Quarter or Part Quarter divided by the number of deliveries in the Quarter or Part Quarter; and
  - (iv) the overall average length of Equipment rental days in the Quarter or Part Quarter;
- (f) the measurement and reporting of a summary of the results of any Client or Caregiver satisfaction surveys undertaken by the Service Provider in the applicable Agreement Year (the "Annual Indicators");
- (g) a Client service monitoring system that shall include,
  - (i) plans to communicate to Clients and, if applicable, the Caregivers whose complaints regarding the provision of the Services may be submitted either directly to the LHIN or to the Service Provider; and
  - (ii) a system to receive, handle, respond to and track all Client and, if applicable, Caregiver queries, complaints and requests including queries, complaints and requests with respect to:
    - (A) Equipment or Equipment-Related Supplies;
    - (B) Service Provider Personnel; or
    - (C) the quality of the Services provided by the Service Provider; and
- (h) a program to conduct Client or Caregiver satisfaction surveys in coordination with the LHIN unless otherwise specified by the LHIN.

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

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

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

### **9.1 Risk Management Program**

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

- (a) safety risks at the Service Delivery Location, including physical, environmental and psychosocial risks for the Client, Caregiver and Service Provider Personnel that affect or may affect the health of the Client or the delivery of the Equipment and Equipment-Related Supplies; and
- (b) organizational risks for the Service Provider that affect or may affect the delivery of Services,

(collectively, the “Risk Management Program”).

(2) The Risk Management Program shall include,

- (a) strategies and procedures for reducing safety risks to the Client, Caregiver, Service Provider Personnel, the LHIN and Other Service Providers, including:
  - (i) providing Equipment and Equipment-Related Supplies that comply with the Applicable Law and the Performance Standards Schedule;
  - (ii) communicating regularly with manufacturers and other sources of information on durable Equipment and Equipment-Related Supplies to be current on hazards, defects and new products;
  - (iii) notifying the LHIN of hazards, defects and Recalls from manufacturers and taking immediate appropriate action to repair or replace the Equipment and Equipment-Related Supplies without cost to the LHIN;
  - (iv) separating clean and soiled Equipment and Equipment-Related Supplies in the Service Provider’s premises and delivery vehicles;
  - (v) regularly updating equipment decontamination and cleaning processes to meet industry standard infection control standards; and
  - (vi) providing regular education and training to Service Provider Personnel on appropriate infection control processes during Equipment delivery and pick-up;
- (b) strategies for communicating organizational risks to the LHIN;
- (c) a program to track and assess financial risks, contingencies, liabilities and irregular transactions, including,
  - (i) negative earnings trends of the Service Provider;
  - (ii) unusual or non-recurring events;

- (iii) defaults under the Service Provider’s significant agreements;
  - (iv) significant acquisitions, dispositions or restructurings;
  - (v) the need for a significant increase in the Service Provider’s borrowing or cash requirements;
  - (vi) losses or reductions in Service Provider revenue from a significant customer or contract; and
  - (vii) inadequacy of working capital for daily operations;
- (d) procedures for the Service Provider to follow when encountering emergencies, disasters or unforeseen situations (the “Emergency Response Plan”), including,
- (i) natural disasters;
  - (ii) war or other hostilities;
  - (iii) severe weather;
  - (iv) terrorist acts;
  - (v) public infrastructure failure;
  - (vi) strikes, lock-outs or other labour actions and disruptions;
  - (vii) failure of Service Provider infrastructure;
  - (viii) failure or major disruption of Service Provider information or communication systems;
  - (ix) fire;
  - (x) Client-specific medical emergencies;
  - (xi) a public health emergency;
  - (xii) abuse of a Client, Caregiver or Service Provider Personnel;
  - (xiii) legal proceedings against the Service Provider; and
  - (xiv) insolvency or bankruptcy of the Service Provider;
- (e) provision to train and prepare Service Provider Personnel for emergencies, disasters and unforeseen situations in accordance with the Emergency Response Plan, and to test and revise the Emergency Response Plan on a regular basis;
- (f) policies and procedures for delivering Services to Clients and Caregivers with communicable diseases and reportable diseases defined in the *Health Protection and Promotion Act*;
- (g) policies and procedures for surveillance and management of Service Provider Personnel with communicable diseases and reportable diseases defined in the *Health Protection and Promotion Act*;

- (h) a description of technologies available to the Service Provider to protect and back-up information and communication systems in the event of failure or disruption; and
- (i) a mechanism to sequester and lock a piece of Equipment or an Equipment-Related Supplies item in case of Client injury related to the Equipment (for example, in the event of a coroner's investigation).

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

## **ARTICLE 10 – COMMUNICATION**

### **10.1 Communication with the LHIN**

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

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

### **10.2 Risk Event Reporting**

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

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

(collectively, a "Risk Event").

(2) A Risk Event includes,

- (a) an actual or potential injury to a Client;
- (b) any abuse or potential abuse of a Client by the Service Provider Personnel;
- (c) the unexpected death of a Client;
- (d) previously unreported safety risks in the Service Delivery Location;
- (e) the commencement of a claim, legal proceeding or police investigation relating to a Client that involves the Service Provider Personnel;
- (f) the abuse, or risk of abuse, of the Service Provider Personnel by a Client or Caregiver;

- (g) an inability to make a scheduled delivery of Equipment or Equipment-Related Supplies where the Client's health or safety is known to be at risk; and
- (h) a communicable or reportable disease, as defined in the *Health Protection and Promotion Act*, develops in Service Provider Personnel that have had contact with the Client.

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

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

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

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

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

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

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

(1) The Service Provider shall deliver all Services to a Client in French at the instruction of the LHIN.

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

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

#### **10.4.2 Communication**

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

(2) The Service Provider shall, at the instruction of the LHIN, provide, to Clients, all forms, consents and written materials, including any educational materials and operating instructions for Equipment, produced by the Service Provider in French.

#### 10.4.3 Quality Management Program

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

### **ARTICLE 11 – SERVICE PROVIDER PERSONNEL**

#### **11.1 Service Provider Personnel**

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

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

#### **11.2 Delivery Personnel**

(1) The Service Provider Personnel delivering or picking up Equipment or Equipment-Related Supplies shall be easily identifiable as employees of the Service Provider or employees of the Subcontractor and must be in uniform ("Delivery Personnel"). Photo identification cards must be visible and worn at all times by Delivery Personnel.

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

(3) Delivery Personnel shall demonstrate courtesy and respect to Clients and shall not smoke during delivery, pick-up or set up of Equipment or Equipment-Related Supplies.

(4) The Service Provider shall verify that each Delivery Personnel who will deliver, pick up or service Equipment or Equipment-Related Supplies has obtained a Canadian Police Information Centre computer check and provides an annual offence declaration.

#### **11.3 Education and Training**

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

(2) The Service Provider shall provide Equipment and Equipment-Related Supplies demonstrations and displays for education purposes, as requested by the LHIN.

### **ARTICLE 12 – PRODUCT REVIEW**

#### **12.1 New Technologies**

- (1) The Service Provider shall,
- (a) have a process to evaluate the newest developments in equipment and equipment-related supplies technologies;
  - (b) collaborate with the LHIN in the introduction of new technologies; and

(c) source and supply new equipment and equipment-related supplies as required by LHIN.

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

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

## **ARTICLE 13 – EQUIPMENT AND EQUIPMENT-RELATED SUPPLIES LIST**

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

#### **13.1.1 Equipment or Equipment-Related Supplies**

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

#### **13.1.2 Additional Items**

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

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

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

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

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

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

### **13.2 Exception Items**

(1) An "Exception Item" is an item of Equipment or Equipment-Related Supplies not listed on the Equipment and Equipment-Related Supplies List.

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

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

## **ARTICLE 14 – ORGANIZATIONAL REPORTING**

### **14.1 Quarterly Reports**

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

- (a) a Performance Standard report containing information and analysis with respect to the Service Provider's performance in relation to the Performance Standard for SS Section 6.1;
- (b) an indicator report setting out the results of the Service Provider's Quarterly Indicator monitoring program pursuant to SS Section 8.2(2)(e);
- (c) a report on any innovative approaches to the delivery of Services adopted by the Service Provider;
- (d) the results of any corrective action taken pursuant to SS Section 8.2(2)(b); and
- (e) a status report on any material or substantive changes to the plans and programs listed in SS Sections 8 and 9.

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

### **14.2 Annual Report**

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

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



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

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

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

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