Amending Agreement – 2014 and 2018 Consolidated Services Version – April 2022

***[In accordance with the May 1, 2022 revocation of the* Home Care and Community Services Act, 1994*, references contained in the General Conditions have been revoked and, where appropriate, replaced*.**

***As per HCCSS’ instruction, both the temporary and permanent PSS wage enhancement has been incorporated into this Amending Agreement and is to be calculated in the updated PSS Harmonized Rate in the new price forms on top of the 2022/2023 Contract Rate Increases, where appropriate.]***

**AMENDING AGREEMENT**

**Services Agreement**

**(2022/2023 Contract Rate Increase; Patient Complaint Processes; Abuse**

**Prevention Plan; Temporary Extension of Personal Support Services Wage Enhancement; Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program) [*Reference to the PSS WE is to be included only where the underlying services agreement contracts for the provision of PSS services]***

**SERVICES AGREEMENT**

**AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022

**B E T W E E N**

***[Insert regional identifier] Local Health Integration Network, operating as Home and Community Care Support Services [insert regional identifier]***

(hereafter the “LHIN”)

– and –

***[Insert full legal name of the Service Provider]***

(hereafter the “Service Provider”)

**(together the “Parties”)**

**WHEREAS:**

1. The ***[insert legal name of the predecessor CCAC]*** (the “CCAC”) and the Service Provider entered into an agreement, dated as of *[****insert date****],* (the “Services Agreement"), as amended by amending agreement dated as of ***[insert date(s)],*** pursuant to which the Service Provider agreed to provide certain services to the CCAC in accordance with the terms and conditions of the Services Agreement;
2. **AND** Pursuant to the *Local Health System Integration Act, 2006*, the Minister of Health and Long-Term Care (as it then was) issued an order, dated **[*insert date*],** pursuant to which all assets, liabilities, rights and obligations, and all records relating thereto, of the CCAC were transferred to the LHIN (the “Transfer Order”), including the Services Agreement. In accordance with the Transfer Order, the LHIN has assumed all of the rights and obligations of the CCAC pursuant to the Services Agreement; ***[This whereas paragraph contains historical information, which may not be relevant for all underlying agreements (e.g. where the underlying agreement is the 2018 Consolidated Services Agreement). Should the HCCSS organization be amending a services contract entered into after the CCAC-LHIN transfer (e.g. original signatory was the LHIN, not the CCAC), this paragraph can be deleted. If deleting this paragraph, all references to “CCAC” in paragraph 1 above must be changed to “LHIN”.]***
3. **AND** In July 2021, each of the 14 Local Health Integration Networks registered new business operating names, “Home and Community Care Support Services”;
4. **AND** On May 3, 2022, the Ministry of Health (the “Ministry”) amended all MOHLTC-LHIN Accountability Agreements in order to provide additional base funding for the 2022-2023 fiscal year for the purpose of providing contract rate increases to service provider organizations for the provision of personal support services and professional services;
5. **AND** On May 3, 2022, the Ministry extended the Personal Support Services Wage Enhancement Initiative eligible period to April 27, 2022or the date upon which the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (the “PSPSFGA”) exemption expires, is revoked, or otherwise terminates, whichever comes first**.**
6. **AND** On May 2, 2022, the Ministry announced the transition of the Personal Support Services Wage Enhancement Initiative from temporary to permanent, amending all MOHLTC-LHIN Accountability Agreements and directing the LHIN to allocate and provide funding to its contracted service providers for this purpose beginning April 28, 2022 (the “Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program”). Further details surrounding this program are found in the “Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program Schedule A”, a copy of which is attached at Appendix A. ***[This paragraph is to be included only where the underlying services agreement contracts for the provision of personal support services. Delete all of this paragraph and paragraph 5 where it is not needed.]***
7. **AND** Effective May 1, 2022 the *Home Care and Community Services Act, 1994* and its regulationswere repealed and most of the new statutory framework for the provision of home and community care services under the *Connecting Care Act, 2019* and Ontario Regulation 187/22 Home and Community Care Services came into force (the “Regulation”). The Regulation includes new requirements for service provider organizations. Necessary amendments to the Services Agreement are being incorporated in accordance with this Amending Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the LHIN and the Service Provider agree to amend the Services Agreement as follows:

# GENERAL

## Rights and Obligations Under the Services Agreement

#### Except as explicitly amended by this Amending Agreement, all rights and obligations of the LHIN and the Service Provider remain unchanged under the Services Agreement. This Amending Agreement amends the Services Agreement in accordance with GC Section 14.4.

#### All amendments to the Services Agreement set out in this Amending Agreement shall be deemed to have taken effect as of April 1, 2022(the “Effective Date”).

#### For the purposes of this Amending Agreement, references in the Services Agreement to the “CCAC” shall refer to the “LHIN”. ***[If the Services Agreement was entered into by the LHIN and not the CCAC, this paragraph can be deleted.]***

#### For clarity, the increases to contract rates set out in Section 2.1 shall not be considered wage enhancements under the *2017-2018 Directive to Community Care Access Centres: Contract Rate Harmonization for Personal Support Services.*

# AMENDMENTS TO THE SERVICES AGREEMENT

## Amendments to the General Conditions

* + - 1. The following definitions are added to Section 1.1 of the General Conditions of the Services Agreement:

*Connecting Care Act, 2019* means the Ontario *Connecting Care Act, 2019* S.O. 2019, c. 5, Sched. 1, as amended from time to time;

*Protecting a Sustainable Public Sector for Future Generations Act, 2019* or “PSPSFGA” means the Ontario *Protecting a Sustainable Public Sector for Future Generations Act, 2019* S.O. 2019, c. 12, as amended from time to time;

* + - 1. The definition for “Elect-to-Work Employee” in Section 1.1 of the General Conditions of the Services Agreement is deleted and replaced with the following:

“Elect-to-Work Employee” means an employee who is employed to provide professional services, personal support services or homemaking services as defined in the *Home Care and Community Services Act, 1994* or in O.Reg. 187/22 (when in force) under *the Connecting Care Act, 2019* for a Service Provider, if the employee’s arrangement with the Service Provider allows the employee to elect to work or not to work when requested to do so by the Service Provider;

* + - 1. References to the *Home Care and Community Services Act, 1994* in the Services Agreement are hereby revoked and replaced with O. Reg.187/22 under the *Connecting Care Act, 2019*, as may be appropriate.

## 2022/2023 Contract Rate Increases

#### The definition of “PSS Harmonized Rate” in Clause 1.1 (1) (y) of the Pricing and Compensation Schedule (Schedule 2) of the Services Agreement is deleted and replaced with the following definition:

##### “PSS Harmonized Rate” means an Hourly Rate in the amount of $41.21

#### The Pricing and Compensation Schedule (Schedule 2) of the Services Agreement is amended by deleting the Price Forms set out in Attachment 1 to Schedule 2 in their entirety and replacing them with the revised Price Forms attached to this Amending Agreement as Appendix B.

#### The 2022/2023 Contract Rate Increase shall be paid retroactively to April 1, 2022.

#### In accordance with direction provided by the Ministry to the LHIN, to the extent that the PSPSFGA applies to the Service Provider, the Service Provider shall comply with all requirements of the PSPSFGA, including with regards to the use of any funds provided by the LHIN for the purposes of the 2022/2023 Contract Rate Increase, in a manner that would not contravene the PSPSFGA. The Service Provider shall complete and provide to the LHIN a copy of the PSPSFGA Compliance Attestation, attached at Appendix C.

#### Any unspent funds and funds not used for the intended and approved purposes of the 2022/2023 Contract Rate Increase are subject to recovery from the Service Provider by the LHIN.

## PSS Wage Enhancement Initiative Temporary Extension and Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program *[This article 2.3 is to be included where the underlying services agreement contracts for personal support services. Delete this article in its entirety where it is not needed.]*

1. The PSS Wage Enhancement Initiative Temporary Extension and Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program is hereby incorporated into the Price Forms attached to this Amending Agreement at Appendix B. For clarity, the newly defined “PSS Harmonized Rate” in Section 1.1 of the Pricing and Compensation Schedule (Schedule 2 to the Services Agreement) as well as the Price Forms set out at Appendix B represents the total numerical sum of the 2022/2023 Contract Rate Increase (3% increase to the most recent PSS Harmonized Rate) plus the PSS wage enhancement ($3.00 wage enhancement + up to 25% statutory benefits).
2. The Service Provider shall comply and act in accordance with the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program, a copy of which is attached at Appendix A.
3. In addition to any other information requested by the LHIN, the Service Provider shall complete and return to the LHIN, at the dates specified below, the following information regarding the PSS Wage Enhancement Initiative temporary extension:
   1. Attestations for Recipients attached to this Amending Agreement at Appendix D by ***[insert date]***;
   2. Final Attestation attached to this Amending Agreement at Appendix E by **[*insert date]***;
   3. Monthly Reports attached to this Amending Agreement at Appendix F on or about the 15th of each month the PSS Wage Enhancement Initiative is provided by the Service Provider until ***[insert last month LHIN requires the monthly report]***; and
4. In addition to any other information requested by the LHIN, the Service Provider shall complete and provide to the LHIN, at the dates specified below, the following information regarding the Personal Support Worker Permanent Compensation Enhancement Program:
   1. On or before May 30, 2022, or as close to that date as practicably possible, the Initial Attestation attesting to the Service Provider’s confirmation that it will comply with all requirements identified by the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program, attached at Appendix G;
   2. On or before May 31 of each subsequent year the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program is provided to the Service Provider, an Attestation confirming the Service Provider’s continued compliance. A copy of the Attestation is attached at Appendix H.

## Patient Complaint Processes; Ontario Regulation 187/22, Home and Community Care Services

1. In accordance with Clause 30 (12) (a) of O. Reg. 187/22, the Service Provider shall develop and implement a process for reviewing complaints about the services, that shall include, at a minimum, a process for immediately reporting to the LHIN any incident that resulted in harm or risk of harm to a patient.
2. In accordance with Clause 30 (12) (b) of O. Reg. 187/22, the Service Provider shall develop a process for reviewing any allegation of abuse or neglect of a patient that resulted in harm or a risk of harm to the patient, or improper or incompetent service delivery to a patient that resulted in harm or a risk of harm to the patient by the Service Provider, a Service Provider employee, the LHIN or a LHIN employee. This process shall include requirements to:
   1. Immediately report the complaint to the LHIN;
   2. Provide a written record of the complaint to the LHIN as soon as practicable;
   3. Inform the LHIN of the Service Provider’s response to the complaint; and
   4. If requested by the LHIN, provide written status updates to the LHIN on any investigation commenced by the Service Provider.
3. For clarity, nothing in this Amending Agreement alters or removes any obligations imposed upon the Service Provider under the Services Agreement with regards to the Risk Management Program, as defined therein.

## Abuse Prevention Plan; Ontario Regulation 187/22, Home and Community Care Services

1. In accordance with Section 28 of O. Reg. 187/22, on or before September 1, 2022, the Service Provider shall develop and implement an abuse prevention plan for preventing, recognizing, and addressing physical, sexual, mental, emotional, verbal and financial abuse of patients who receive home and community care services provided by the Service Provider.
2. The Service Provider’s abuse prevention plan shall provide, among other things, for the education and training of all employees and volunteers in methods of preventing, recognizing and addressing physical, sexual, mental, emotional, verbal and financial abuse

Upon request by the LHIN, the Service Provider shall make available any information regarding the development and implementation of either of the above described patient complaint processes or abuse prevention plan.

## ARTICLE 3 – COUNTERPARTS AND EXECUTION

## 3.1 Entire Agreement

## (1) The Services Agreement, as amended, including by this Amending Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes any prior agreement, understandings, negotiations, and discussions with respect to the subject matter of this Agreement, whether oral or written.

## (2) Upon execution, this Amending Agreement is incorporated into and forms part of the Services Agreement.

## 3.2 Counterparts

#### (1) This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument.

## 3.3 Electronic Signature

##### (1) The Parties agree that this Amending Agreement may be validly executed electronically and that their respective electronic signature is the legal equivalent of a manual signature.

##### ***Signature Page Follows***

**IN WITNESS WHEREOF** the LHIN and the Service Provider have caused this Amending Agreement to be duly executed by their duly authorized representatives as of the date first written above.

***[Insert regional identifier] Local Health Integration Network, operating as Home and Community Care Support Services [insert regional identifier]***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have the authority to bind the organization.

***[Insert full legal name of the Service Provider]***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have the authority to bind the organization.

***Appendix A***

***Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program.***

For the purpose of supporting the provision of public services, the Minister of Health is providing this Funding to enhance the compensation paid to workers providing publicly funded personal support services in the home and community care sector. The terms and conditions of this Funding to deliver this permanent compensation enhancement program are set out below.

1. In this Schedule, the following terms have the following meanings:

“**Direct Care**” has the same meaning as in the SRPSA Regulation.

“**Eligible Amount**” means the Amount set out in the SRPSA Regulation for the home and community care sector.

“**Eligible Employee**” means an Eligible Employee in the home and community care sector as defined in the SRPSA Regulation.

“**Eligible Personal Support Services**” means personal support services as defined in the *Home Care and Community Services Act, 1994* or in O.Reg. 187/22 (when in force) under *the Connecting Care Act, 2019*.

“**Eligible Worker**” means an individual employed or retained by the LHIN, by a Service Provider Organization, or by an Individual, who:

- is not a manager; and

- provides Eligible Personal Support Services as part of an HCC Program, including an Eligible Employee.

“**HCC Program**” means HCC Program as defined in the SRPSA Regulation as applicable to the LHIN.

“**Homemaking Services**” means Homemaking Services as defined in the SRPSA

Regulation.

“**Individual**” means an individual to whom the LHIN provides funding to purchase Eligible Personal Support Services through the Family-Managed Home Care program.

“**Service Provider Organization**” or “**SPO**” means each of the following:

* 1. a person or entity with whom a LHIN contracts to provide Eligible Personal

Support Services on behalf of the LHIN;

* 1. A person or entity with whom the person or entity described in paragraph a

subcontracts to provide Eligible Personal Support Services on behalf of the

LHIN; and

* 1. A person or entity that operates a residential hospice with whom the LHIN contracts to provide Eligible Personal Support Services.

**“SRPSA”** means the Supporting Retention in Public Services Act, 2022

**“SRPSA Regulation”** means Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program Regulation under the SRPSA, including the document entitled “Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program” available at [www.ontario.ca/page/personal](http://www.ontario.ca/page/personal)support-workers-and-direct-support-workers-permanent-compensation-enhancementprogram;www.ontario.ca/fr/page/programme-damelioration-permanente-remunerationpreposes- ux-services-soutien-personnel-preposes-aux-soins-directs

2. The LHIN will use the Funding to arrange for the provision of the Eligible Amount to every Eligible Worker for every hour of Direct Care provided starting on April 28, 2022 as follows;

a. allocate and provide Funding to Individuals and SPOs who employ or retain Eligible Workers; and

b. where Eligible Workers are also Eligible Employees, arrange for the provision of Funds in accordance with the SRPSA Regulation.

3. The LHIN will:

a. refrain from using any portion of this Funding to cover administrative costs;

b. leverage existing data collection tools and reporting mechanisms to monitor and assess the impact of this investment on key outcome indicators including: referral acceptance rates, incidents of missed care, and optimization of existing Personal Support Worker (PSW) resources.

c. amend its agreements with its SPOs and Individuals to reflect the requirements set out in section 4 below.

4. The LHIN will ensure its SPOs and Individuals who employ or retain an Eligible Worker:

a. provide or arrange for the provision of the Eligible Amount to every Eligible Worker for every hour of Direct Care provided starting on April 28, 2022;

b. where Eligible Workers are also Eligible Employees, provide or arrange for the provision of Funds in accordance with the SRPSA Regulation;

c. refrain from using any portion of the Funding to cover administrative costs;

d. Maintain records demonstrating payment to Eligible Workers;

e. Within 30 days of receipt of notice in any format of the availability of the Funding provide written notification to each Eligible Worker articulating the following:

• The Personal Support Worker Permanent Compensation Enhancement Program will be applied for publicly funded personal support services hours

worked in the home and community care sector effective as of April 28, 2022.

f. Make records available to the LHIN and Ministry upon request;

g. Submit to the LHIN, as determined by the funding relationship, the following attestations that must be signed by an authorized representative of the SPO (i.e., CEO or Board Chair), or, in the case of Family-Managed Home Care, by the Individual:

i. By May 30, 2022, an initial attestation (in a format to be provided by the LHIN attesting to the SPO’s or Individual’s confirmation that they will comply with these requirements); and

ii. By May 31 of subsequent fiscal years, an attestation confirming compliance

(in a format to be provided by the LHIN).

**Auditing**

5. Mandatory spot audits to confirm compliance will be conducted as follows:

* 1. The LHIN will periodically audit its SPOs and Individuals with an Eligible Worker;
  2. The LHIN will bring issues of non-compliance by an Individual or an SPO to the attention of the ministry if they have not been resolved to LHIN’s satisfaction.

**Reporting Requirements**

6. The LHIN must submit two reports – an interim report with data for April 28, 2022 to August 31, 2022 on October 31, 2022 and a year-end report with data for September 1, 2022 to March 31, 2023 on May 31, 2023 – that includes information on the following metrics:

Funding:

1. Total amount of the money flowed by the LHIN to SPOs and Individuals for the funding period;
2. Expenses incurred (i.e., what did the SPOs and Individuals submit to the LHIN?)

Employers:

1. Number of SPOs and Individuals that have received at least one payment;
2. Total number of employers that are not in compliance with the requirements set out above for the reporting period (this metric is intended to align with the attestation requirement as identified in the terms and conditions of this funding);

Workers:

e. Total number of Eligible Workers who have received the Eligible Amount;

f. Number of new Eligible Workers hired or retained during the reporting period;

g. Number of Eligible Workers that exited the organization (for any reason) during the reporting period;

7. The LHIN will submit their reports to Joshua Lovell, Acting Manager, Home and Community Care Branch, at [Joshua.Lovell@ontario.ca](mailto:Joshua.Lovell@ontario.ca).

8. All invoices, forecasts, and reconciliation reports that SPOs and Individuals submit to the LHIN must include documentation required for the LHIN to complete the reporting requirements above.

9. The Ministry may make in-year funding adjustments related to this Funding based on the supplementary reporting required by the Ministry. See the above section on Reporting Requirements.

10. The Ministry will reconcile Funding as part of the Ministry’s annual settlement process. The Ministry will recover unspent funds and funds not used for the intended and approved purposes.

**APPLICATION OF 2014-16 PSS WAGE ENHANCEMENT DIRECTIVE**

In 2014, the Ministry issued a Directive entitled “Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement” with three subsequent addenda, a 2014 Directive Addendum regarding Self-Managed Care; Adult Day; Caregiver Support Respite; a 2015 Directive Addendum that was effective April 1, 2015, and a 2016 Directive Addendum that was effective April 1, 2016 (collectively, the “2014-16 PSS Wage Enhancement Directive”).

For greater certainty, this Funding does not amend, alter or otherwise impact the applicability of, or the requirements set out in, the 2014-16 PSS Wage Enhancement Directive, in particular, the requirements contained in the 2016 Directive Addendum providing for the minimum base hourly wage of $16.50 per hour of those individuals providing publicly funded PSS in the HCC sector.

For clarity, this Funding is on top of existing hourly wages payable to Eligible Workers for every hour of Direct Care provided starting on April 28, 2022 negotiated by an employer and employees and/or unions. SPOs and Individuals must pay the Eligible Amount in addition to a minimum base wage of $16.50 per hour of Eligible Workers providing Direct Care.

**Appendix B**

**Price Forms**

***[insert local price forms]***

***Appendix C***

***Attestation – Protecting a Sustainable Public Sector for Future Generations Act, 2019 (the “PSPSFGA”) Compliance***

**To:** [insert LHIN] (the “**LHIN**”)

**From**: [insert full legal name of SPO] (the “**Service Provider**”)

[insert SPO address]

In support of the Ontario Ministry of Health’s 2022/2023 Contract Rate Increase provided to provincial service provider organizations, this attestation provides assurance that, to the best of our knowledge and belief, the Service Provider is and shall remain in substantial compliance with all applicable legislation and regulation requirements pursuant to the *Protecting a Sustainable Public Sector for Future Generations Act,* *2019,* and shall establish and maintain a system of internal controls that supports the integrity and reliability of reports evidencing same.

This attestation is based upon the Service Provider’s Chief Executive Officer’s (or equivalent authority) confirmation.

The Service Provider hereby attests the following:

1. The *Protecting a Sustainable Public Sector for Future Generations Act,* *2019* applies to the Service Provider;
2. The Service Provider shall, at all times from and after the effective date of the attestation, observe and act in accordance with the *Protecting a Sustainable Public Sector for Future Generations Act, 2019,* as may be amended from time to time;
3. The Service Provider shall not use any of the funds from the 2022/2023 Contract Rate Increase in contravention of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019,* as may be amended from time to time;
4. The Service Provider shall make available to the LHIN and the Ontario Ministry of Health, upon request, any reports supporting compliance with this attestation; and
5. The Service Provider shall be subject to any and all recoveries and liabilities under the Services Agreement in place between the LHIN and the Service Provider executed on [insert date] or as may directed by the Ontario Ministry of Health.

**By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name] **Date**

[insert position]

**I am an authorized representative of [insert SPO name] and have the authority to bind the organization.**

***Appendix D***

**Attestation - Recipients of Temporary PSS Wage Enhancement Initiative Extension**

I, [ENTER NAME], [ENTER TITLE], at [ENTER SPO NAME] certify and attest that:

1. All information included in the application is to the best of my knowledge true and complete and is not false or misleading in all material respects. I am the individual who has principal responsibility for the financial activities of the organization, or I have consulted with such individuals and have authorization to complete this submission on their behalf.
2. The organization has workers who are eligible for the temporary wage increase initiative.
3. The organization provided the wage increase to only those employees who are in eligible roles.
4. The organization increased the eligible employee’s eligible hourly wages by $3 per hour worked on top of the employee’s existing hourly wages effective April 1, 2022 to until the earlier of April 27, 2022 or the date on which there is no longer an exemption from the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* that would enable an employer caught by that Act to provide the wage increase.
5. The organization has and will maintain records for the amount of wages paid to employees from the wage increase fund (e.g. pay statements). These records will be made available to the ministry upon request.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title Date

**Appendix E**

**Service Provider Final Attestation of Temporary PSS Wage Enhancement Initiative Extension**

I, [ENTER NAME], [ENTER TITLE], at [ENTER SPO NAME] certify and attest that:

1. All information included in the Attestations and Reports submitted pursuant to this Extension Letter of Agreement and Directive are to the best of my knowledge true and complete and are not false or misleading in all material respects.
2. I am the individual who has principal responsibility for the financial activities of the organization, or I have consulted with such individuals and have authorization to complete this submission on their behalf.
3. The organization is an eligible workplace for the temporary hourly wage increase initiative and provided such increase only to those Eligible Workers who performed Eligible Work during the Eligible Period.
4. The organization increased the Eligible Workers’ eligible hourly wages by $3 per hour worked on top of the employee’s existing hourly wages effective April 1, 2022 to the earlier of April 27, 2022.
5. The organization has and will maintain records for the amount of wages paid to employees from the wage increase fund (e.g. pay statements). These records will be made available to the LHIN and the Ministry upon request.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title Date

**Appendix F**

**Monthly Reports - Temporary PSS Wage Enhancement Initiative Extension**

Funding:

1. Total amount of the money flowed by the HCCSS to SPOs for the funding period;

2. Wage expenses incurred (i.e., additional amount SPOs requested beyond the money flown);

Employers:

3. Number of organizations that have received at least one payment;

Employees:

4. Total number of employees who have received the wage increase;

5. Number of new eligible employees hired (e.g., during the reporting period);

6. Number of eligible workers that exited the organization (for any reason) during the reporting period;

***Appendix G***

**Initial Attestation - Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program**

**To:** [insert LHIN] (the “**LHIN**”)

**From**: [insert full legal name of SPO] (the “**Service Provider**”)

[insert SPO address]

In support of the Ontario Ministry of Health’s Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program, this attestation is being provided to assure that the Service Provider shall be at all times in substantial compliance with all applicable legislation, regulations, directives, policies, or otherwise obligations imposed upon the Service Provider in regards to the aforementioned program.

The Service Provider hereby attests the following:

1. As defined within the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program Regulation, the Service Provider shall provide or arrange for the provision of the Eligible Amount of Funds to every Eligible Worker, for every hour of Direct Care provided starting on April 28, 2022;
2. Where Eligible Workers are also Eligible Employees, the Service Provider shall provide or arrange for the provision of Funds in accordance with the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program Regulation under the *Supporting Retention in Public Services Act, 2022*;
3. The Service Provider shall not use any portion of the funds from the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program to cover administrative costs;
4. The Service Provider shall maintain records demonstrating payment to Eligible Workers. Additionally, the Service Provider shall make available to the LHIN and the Ontario Ministry of Health any records upon request;
5. Within 30 days of receiving notice of the availability of the Funding, the Service Provider shall provide written notification to each Eligible Worker informing them that the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program will be applied for publicly funded personal support services hours worked in the home and community care sector effective as of April 28, 2022.
6. The Service Provider shall comply with the LHIN during any periodic audits undertaken by the LHIN to confirm compliance with these requirements.
7. The Service Provider shall comply with the requirements contained here in, and any other requirements related to the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program the Service Provider may be made aware of from time to time.

**By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name] **Date**

[insert position]

**I am an authorized representative of [insert SPO name] and have the authority to bind the organization.**

***Appendix H***

**Annual Attestation - Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program**

**To:** [insert LHIN] (the “**LHIN**”)

**From**: [insert full legal name of SPO] (the “**Service Provider**”)

[insert SPO address]

In support of the Ontario Ministry of Health’s Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program, this attestation provides assurance that, to the best of our knowledge and belief, the Service Provider is in substantial compliance with all applicable legislation, regulations, directives, policies and otherwise obligations; has maintained an effective system of internal controls; and has established and maintained a system of internal controls that supports the integrity and reliability of reports.

This attestation is based upon the Service Provider’s Chief Executive Officer’s (or equivalent authority) confirmation.

The Service Provider hereby attests that, to the best of our knowledge and belief,:

1. The Service Provider is in substantial compliance with all applicable statutory requirements and obligations imposed by the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program Regulation under the *Supporting Retention in Public Services Act, 2022;*
2. The Service Provider has maintained sufficient internal records and controls that support the integrity and reliability of the Service Provider’s financial and other reports required with regards to the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program; and
3. The Service Provider is in compliance with all requirements issued by the LHIN in regards to the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program.

**By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert name] **Date**

[insert position]

**I am an authorized representative of [insert SPO name] and have the authority to bind the organization.**