Performance Standards Schedule – 2014 Consolidated Services Version – Template Final Version – New SPO Only – November, 2018

**Schedule 4**

**Performance Standards Schedule**

# GENERAL

## Documents Comprising the Performance Standards Schedule

#### The Performance Standards Schedule consists of,

##### the Performance Standards General Provisions; and

##### the Performance Standards Schedule Chart.

#### The Performance Standards Schedule Chart sets out the performance standards with reference to the Services Schedule Sections.

## Supplementing the General Conditions and Services Schedule

The Performance Standards Schedule supplements the General Conditions and the Services Schedule for the purpose of providing greater specificity to the performance standards which the Service Provider is required to meet.

# PERFORMANCE STANDARDS

## General Service Provider Performance Obligations

#### The Service Provider shall, at all times, carry out the Services,

##### to the level of performance specified as the Quality Operating Standard; and

##### to the level of performance specified in the Performance Standards Schedule Chart,

(the “Performance Standards”).

#### If a specific standard of quality of performance has been set out in the Performance Standards Schedule Chart for a specific service, the Service Provider shall perform the specific service to the standard of Quality Operating Standard as set out in Section 2.1(3) of the Performance Standards Schedule in addition to performing the specific service to the specific standard.

#### “Quality Operating Standard” means a standard of performance which,

##### is duly diligent, competent, efficient, economical, timely and in accordance with the prevailing best practices in the community health care industry;

##### is in accordance with all standards, guidelines, procedures, policies, manuals and any other documentation produced and endorsed pursuant to the applicable College Standards and Guidelines;

##### is in accordance with Applicable Law;

##### is in accordance with the Bill of Rights as set out in Part III of the *Home Care and Community Services Act*, as amended from time to time;

##### protects the privacy of the Patient and the confidentiality of Patient Information;

##### is in accordance with sound management, financial and commercial practices;

##### uses appropriate technology;

##### uses safe and effective equipment, supplies and methods;

##### protects the interests of the LHIN;

##### is in accordance with the plans, programs and reports developed and implemented in accordance with the Services Schedule; and

##### is in accordance with standard health protection and infection control procedures.

## Services Schedule Description

The descriptions contained in the column of the Performance Standards Schedule Chart, entitled “Description of Service”, are for the convenience of the Service Provider and do not supersede the actual wording of the Services Schedule.

## Report Column

For each row of the Performance Standards Schedule Chart, if the column entitled “Report” indicates,

##### “Quarterly”, the Service Provider shall include a report in respect of that Performance Standard and the applicable indicators for that Performance Standard in each Quarterly Report;

##### “Annually”, the Service Provider shall include a report in respect of that Performance Standard and the applicable indicators for that Performance Standard in each Annual Report; and

##### “Report on Request”, the Service Provider is required to report on that Performance Standard upon request of the LHIN but is not required in the Service Provider’s Quarterly or Annual Reports.

## Bedding-In of New Performance Standards

#### When the LHIN introduces a new Performance Standard, the following shall apply:

##### in respect of Performance Standards which are based on a third party survey-based format (for example, a CCEE indicator), there shall be a bedding-in period of nine months from date of the introduction of the Performance Standard; and

##### in respect of Performance Standards which are not based on a third party survey-based format, there shall be a bedding-in period of six months from the date of the introduction of the Performance Standard.

#### Subject to Section 2.4.1(3), the LHIN acknowledges that during a bedding-in period ("Bedding-In Period") set out in Section 2.4(1)(a) or 2.4(1)(b), in the event that the Service Provider's performance does not meet the level of performance specified by the Performance Standards Schedule Chart in respect of the identified Performance Standard which is subject to the Bedding-In Period, the LHIN shall not have the right to impose any remedies provided for in this Agreement during the Bedding-In Period.

#### Notwithstanding Section 2.4(2), if the Service Provider has materially failed to perform the Services in respect of a Performance Standard to which the Bedding-In Period applies or to protect Patient safety, the LHIN may exercise any of its remedies provided for in this Agreement or at law during the Bedding-In Period.

#### Notwithstanding Section 2.4(2), the LHIN shall not be prevented from exercising any of its remedies provided for either in this Agreement or at law in respect of any other failure by the Service Provider to deliver the Services in accordance with this Agreement during the Bedding-In Period.

#### For clarity, nothing in this Section 2.4 shall vary the Service Provider's reporting obligations in respect of new Performance Standards during the Bedding-In Period.

## Margin of Error

#### Where a Performance Standard uses a survey-based sampling methodology, when applying the Performance Standard to determine the Service Provider's level of performance, the LHIN shall apply the margin of error specified by the third party survey provider (the "Margin of Error") in the determination of whether the Service Provider has met the level of performance set out in the Performance Standards Schedule Chart.

## Performance Standard Calculation

#### Where a Performance Standard is set as a percentage range, the whole number at each end of the range shall be included in the Performance Standard.

#### For the purposes of calculating a Service Provider’s performance in respect of Performance Standards which are not based on a third party survey-based format, the Parties shall round the Service Provider’s calculated result to the nearest whole number using generally accepted rounding principles.

## Development of Performance Standards

#### The LHIN may, from time to time, request that the Service Provider provide data and other information to support the development of new performance standards. The Service Provider shall comply with the LHIN's information and cooperation requirements in support of the development of new performance standards.

# CONSOLIDATED SERVICES

## Enhanced Monitoring of Delivery of Consolidated Services

#### The LHIN may, from time to time, and with no fewer than 90 days’ prior Notice to the Service Provider, specify new performance indicators related to the delivery of Consolidated Services, which shall be monitored and reported on by the Service Provider, but which shall not be “Performance Standards” for the purposes of this Performance Standards Schedule.

**Performance Standards**

**Schedule Chart**

***[Note: LHIN to modify performance standards and information set out in bold and italics to reflect the performance standards applicable to that LHIN. The LHIN will specify one performance standard for the entire Agreement Term.]***

| SERVICES SCHEDULE SECTION # | DESCRIPTION OF SERVICE | METHOD OF CALCULATION | REPORT | PERFORMANCE STANDARD  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| SS 2.3.1 Referrals and Urgent Service Requests  |
| ***[Note: If this is an Agreement for any Services, except Nursing Services, use the following Performance Standard and delete this note, the following next note and the next two rows.]*** |
| SS 2.3.1(2) | * Accept Referrals and Urgent Service Requests
 | * # of Referrals and Urgent Service Requests acceptedin a month               # of Referrals and Urgent Service Requests for Patients in the same month
 | x 100 | Quarterly (with information broken down on a monthly basis) | ***[% to %]*** or higher each month |
| ***[Note: If this is an Agreement for Nursing Services, use the following Performance Standard and delete this note, the previous note and the previous row.]*** |
| SS 2.3.1(2) | * Accept Referrals and Urgent Service Requests
 | * # of Referrals and Urgent Service Requests (Fixed Period Visits) acceptedin a month               # of Referrals and Urgent Service Requests (Fixed Period Visits) for Patients in the same month
 | x 100 | Quarterly (with information broken down on a monthly basis) | ***[% to %]*** or higher each month |
| SS 2.3.1(2) | * Accept Referrals and Urgent Service Requests
 | * # of Referrals and Urgent Service Requests (Hourly Visits) acceptedin a month               # of Referrals and Urgent Service Requests (Hourly Visits) for Patients in the same month
 | x 100 | Quarterly (with information broken down on a monthly basis) | ***[% to %]*** or higher each month |
| SS 2.3.1(3) | * Provide Services as set out in the Patient Care Plan (Missed Care)
 | * # of events of Missed Care (Fixed Period Visits) in a month                   # of delivered Fixed Period Visits plus # of events of Missed Care (Fixed Period Visits) in that month[[1]](#footnote-1)
 | x 100 | Quarterly (with information broken down on a monthly basis) | ***[%]*** or lower each month |
| SS 2.3.1(3) | * Provide Services as set out in the Patient Care Plan (Missed Care)
 | * # of events of Missed Care (Hourly Visits) in a month                   # of delivered Hourly Visits plus # of events of Missed Care (Hourly Visits) in that month1
 | x 100 | Quarterly (with information broken down on a monthly basis) | ***[%]*** or lower each month |
| ***[Note: If this is an Agreement for Personal Support and Homemaking Services, use the following Performance Standard and delete this note.]*** |
| SS 2.3.1(3) | * Provide Services as set out in the Patient Care Plan (5 Day Wait Time)
 | * # of Complex Patients who receive their first Fixed Period Visit or Hourly Visit of Personal Support and Homemaking Services for the first Referral for Personal Support and Homemaking Services no later than 5 days following the LHIN Service Authorization Datein a month               # of Complex Patients for whom a first Referral for Personal Support and Homemaking Services is made in the same month
 | x 100 | Quarterly | ***[%]*** or higher each month |
| ***[Note: If this is an Agreement for Nursing Services, use the following Performance Standard and delete this note.]*** |
| SS 2.3.1(3) | * Provide Services as set out in the Patient Care Plan (5 Day Wait Time)
 | * # of Patients who receive their first Fixed Period Visit or Hourly Visit of Nursing Services for the first Referral for Nursing Services no later than 5 days following the LHIN Service Authorization Datein a month               # of Patients for whom a first Referral for Nursing Services is made in the same month
 | x 100 | Quarterly | ***[%]*** or higher each month |
| ***[For Personal Support and Homemaking Services, delete the following two rows relating to Discharge Reports.]*** |
| SS 5.7 Discharge Reports |
| SS 5.7(3) | * Submit a Discharge Report
 | * # of times the ServiceProvider has submitted a Discharge Report on or before the applicable deadline ina month                       # of Discharge Reports that should have been submitted in that month
 | x 100 | Quarterly (with information broken down on a monthly basis) | ***[% to %]***quarterly average of monthly percentages |
| GC S.11.1(6) Patient Satisfaction  |
| GC S.11.1(6) | * Patient Satisfaction (Overall Satisfaction)
 | Number of respondents who rated 4 or 5 (Very Good or Excellent) when asked the question:Overall how would you rate the **[SERVICE NAME]** provided by **[SERVICE PROVIDER NAME]**Total number of respondents for whom a response was reported on the question: Overall how would you rate the **[SERVICE NAME]** provided by **[SERVICE PROVIDER NAME]** | Bi-annually | ***[%]***annual percentage. |
| GC S.11.1(6) | * Patient Satisfaction (Continuity)
 | Total score of all respondents who rated “Never”, “Sometimes”, “Often” or “Always” (where Never = 4, Sometimes = 3, Often = 2 and Always = 1) when asked the question: Has receiving **[SERVICE NAME]** from different **[PROFESSIONAL NAMES]** caused any problems for the quality of care **[YOU RECEIVE/YOU RECEIVED/NAME RECEIVES/ NAME RECEIVED]**? / Total highest possible score (4 times the number of Respondents answering the question) | Bi-annually | ***[%]***annual percentage |
| GC S.11.1(6) Patient Centred Appointments  |
| GC S.11.1(6) | * Patient Centred Appointments
 | Number of respondents who rated “Always” in response to each of the following three questions: i) Were visits from **[SERVICE PROVIDER]** arranged at a convenient time? Ii) In the last two months of care, how often did **[SERVICE PROVIDER]** arrive on time? iii) How often did this agency or **[SERVICE PROVIDER]** keep you informed about when **[SERVICE PROVIDER]** would arrive?Total number of respondents answering all three questions | Bi-annually | ***[%]***annual percentage. |

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1. For clarity, this number does not include cancelled visits or Not Seen Not Found Events. [↑](#footnote-ref-1)