Pricing and Compensation Schedule – 2014 Consolidated Services Version – Template Final Version – New SPO Only - November, 2018

**Schedule 2**

**Pricing and Compensation Schedule**

**TABLE OF CONTENTS**

[Section 1 PRICING AND COMPENSATION - GENERAL 3](#_Toc529531411)

[1.1 Definitions and Interpretation 3](#_Toc529531412)

[1.2 Price, Volume and Units of Services – General 7](#_Toc529531413)

[1.3 Records of Service Provider Volume, Refusals and Missed Care 9](#_Toc529531414)

[1.4 Payment for Not Seen, Not Found Events and Cancelled Visits 10](#_Toc529531415)

[1.5 PSS Rate Harmonization 10](#_Toc529531416)

[Section 2 REQUESTS FOR PAYMENT 11](#_Toc529531417)

[2.1 Billing Cycle and Submitting Requests for Payment 11](#_Toc529531418)

[2.2 Payment of Regular Claims 12](#_Toc529531419)

[2.3 Resubmitted Claims 12](#_Toc529531420)

[Section 3 VOLUME AND PRICE FLUCTUATIONS 12](#_Toc529531421)

[3.1 General 12](#_Toc529531422)

[3.2 High Volume Prices 13](#_Toc529531423)

[3.3 Low Volume Prices 13](#_Toc529531424)

[3.4 Volume Fluctuation Beyond Volume A and Volume B 15](#_Toc529531425)

[3.4.1 Volume Below Volume A 15](#_Toc529531426)

[3.4.2 Long-term Volume Decrease Below Volume A 16](#_Toc529531427)

[3.4.3 Volume Above Volume B 17](#_Toc529531428)

**PRICING AND COMPENSATION SCHEDULE**

**SCHEDULE 2 TO THE GENERAL CONDITIONS**

# PRICING AND COMPENSATION - GENERAL

## Definitions and Interpretation

#### For the purpose of this Agreement, the following definitions shall apply:

##### “Actual Volume of Services” means the number of Units of Services actually provided by the Service Provider as either Fixed Period Visits or hours, or both, as applicable, including a Unit of Service that is the subject of a Resubmitted Claim;

##### “Billing Cycle” means a period commencing midnight on Sunday and ending on 11:59 p.m. on the following Sunday;

##### “Cancelled Visit” means a Fixed Period Visit or Hourly Visit that has been cancelled by the LHIN, Patient or Caregiver;

##### “Cancelled Visit Price” means the price to be paid, if any, by the LHIN for a Cancelled Visit as set out in Section 1.4 of this Schedule;

##### “Categories of Prices” means the types of prices and rates that may be applicable to this Agreement (a Category of Price is applicable to this Agreement only if it is listed on the Price Form or, in the case of LHIN Rates, listed in the Special Conditions). The Categories of Price are:

###### Fixed Period Visit Price;

###### Hourly Rate;

###### Multiple Patient Rate – Fixed Period;

###### Multiple Patient Rate – Hourly;

###### Special Rate – Fixed Period;

###### Special Rate – Hourly;

###### Special Rate (Miscellaneous); and

###### LHIN Rate;

##### “Estimated Volume Award Column” is defined in Section 3.2(1) of this Schedule;

##### “Fixed Period Visit” means a face to face visit with a Patient or Caregiver or, in the case of Services delivered to a child in a school, a face to face visit with the Patient, Caregiver, school principal, teachers or educational assistants, at the Service Delivery Location for the applicable number of hours set out in this Section 1.1(1)(g)(i) to (ix), or less, if the face to face visit with the Patient or Caregiver (or principal, teachers or educational assistants in the case of Services delivered to a child in a school) is assigned by the Care Coordinator as a Fixed Period Visit:

###### Nursing Services – 2 hours;

###### Occupational Therapy Services -2 hours;

###### Physiotherapy Services – 1.5 hours;

###### Dietetic Services - 2 hours;

###### Social Work Services –2 hours;

###### Speech-Language Pathology Services -2 hours;

###### Personal Support and Homemaking Services -1 hour;

###### Occupational Therapy, Physiotherapy and Speech-Language Pathology Services delivered to a child in a school – 1 hour; and

###### Occupational Therapy, Physiotherapy and Speech-Language Pathology Services delivered to a child in a school if that child is determined by the LHIN to be a multiple special needs child requiring more complex care – 2 hours;

##### “Fixed Period Visit Price” means the price to be paid by the LHIN for each LHIN authorized Fixed Period Visit carried out by the Service Provider in accordance with the following:

###### For each full or partial Fiscal Year, the Fixed Period Visit Price that is applicable is the Fixed Period Visit Price in the Price Form that corresponds to the Service Provider’s Estimated Volume Award for that full or partial Fiscal Year;

###### The Fixed Period Visit Price is to be adjusted only in accordance with Section 3 of this Schedule and GC Section 10; and

###### The Fixed Period Visit Price is an all-inclusive price and is the only compensation to be paid by the LHIN to the Service Provider for a Fixed Period Visit. The Fixed Period Visit Price includes all costs and expenses associated with both the actual face to face visit with the Patient or Caregiver (or school principal, teacher or educational assistant, as applicable in accordance with Section 1.1(1)(g) of this Schedule) and all preparation, consultation, reporting and travel time as well as all costs and expenses as set out in Section 1.2(5) and 1.2(6) of this Schedule;

##### “High Volume(s)” is defined in Section 3.1(1)(b) of this Schedule;

##### “High Volume Price(s)” is defined in Section 3.1(1)(b) of this Schedule;

##### “Hourly Rate” means the rate per hour to be paid by the LHIN for each one-hour period of Services authorized by the LHIN and carried out by the Service Provider in accordance with the following:

###### For each full or partial Fiscal Year, the Hourly Rate that is applicable is the rate in the Price Form that corresponds to the Service Provider’s Estimated Volume Award for that full or partial Fiscal Year;

###### The Hourly Rate is to be adjusted only in accordance with Section 3 of this Schedule and GC Section 10;

###### The Hourly Rate is an all-inclusive rate and is the only compensation to be paid by the LHIN to the Service Provider for work assigned as an Hourly Visit. The Hourly Rate includes all costs and expenses associated with both the actual face to face visit with the Patient or Caregiver and all preparation, consultation, reporting and travel time as well as all costs and expenses as set out in Section 1.2(5) and 1.2(6) of this Schedule;

###### For the purpose of calculation, in the application of the Hourly Rate, hours are measured from the time the Service Provider Personnel arrives at theService Delivery Location to the time the Service Provider Personnel leaves the Service Delivery Locationand may include whole or part hours;

###### If the Hourly Visit assigned by the LHIN includes (or is for) a part of an hour (or an individual of the Service Provider Personnel provides Services for a part hour for some other reason), the LHIN shall pay for the Service Provider .25 times the Hourly Rate for each fifteen minute period or part thereof of the Hourly Visit; and

###### If the LHIN assigns an Hourly Visit for a defined number of hours (or part hours) an individual of the Service Provider Personnel is obliged to provide Services for the length of time assigned;

##### “Hourly Visit” means a face to face visit with a Patient or Caregiver, assigned by the Care Coordinator as an Hourly Visit, that is equal to the number of hours (or part hours) assigned by the LHIN Care Coordinator;

##### “Investigatory Visit” is defined in Section 1.4(3) of this Schedule;

##### “LHIN Rate” means a rate of pay, as set out in the Special Conditions, established by the LHIN for miscellaneous payments to the Service Provider;

##### “Low Volume(s)” is defined in Section 3.1(1)(a) of this Schedule;

##### “Low Volume Payment” is defined in Section 3.3(2) of this Schedule;

##### “Low Volume Price(s)” is defined in Section 3.1(1)(a) of this Schedule;

##### “Missed Care” is defined in the Services Schedule;

##### “Multiple Patient Rate – Fixed Period” means any rate for a Fixed Period Visit that is identified in the Price Form as a “Multiple Patient Rate – Fixed Period”. The LHIN shall pay the Multiple Patient Rate – Fixed Period to the Service Provider for a LHIN authorized Multiple Patient Visit (fixed period) in accordance with this Schedule and any applicable requirements set out in the Special Conditions. If a Multiple Patient Rate– Fixed Period is set out as a Special Rate it does not fluctuate with increases or decreases in volume (Section 3 of this Schedule does not apply to a Multiple Patient Rate – Fixed Period that is a Special Rate) but all other provisions of this Schedule related to Fixed Period Visit Prices, including Section 1.1(1)(g) and (h), apply to a Multiple Patient Rate– Fixed Period. For a Service Delivery Location where Multiple Patient Visits would normally apply and be paid for by a Multiple Patient Rate – Fixed Period, if four or more Patients have not been referred by the LHIN at the Service Delivery Location for a particular visit or, if, notwithstanding the Service Provider’s best efforts at scheduling, a minimum of four Patients cannot be scheduled for the same visit to the Service Delivery Location, the Fixed Period Visit Price shall apply for the visits;

##### “Multiple Patient Rate – Hourly” means any rate for an Hourly Visit that is identified in the Price Form as a “Multiple Patient Rate– Hourly”. The LHIN shall pay the Multiple Patient Rate – Hourly to the Service Provider for a LHIN authorized Multiple Patient Visit (hourly) and shall pay in accordance with this Schedule and any applicable requirements set out in the Special Conditions. If a Multiple Patient Rate–Hourly is set out as a Special Rate, it does not fluctuate with increases or decreases in volume (Section 3 of this Schedule does not apply to a Multiple Patient Rate–Hourly that is a Special Rate) but all other provisions of this Schedule related to Hourly Rates, including Section 1.1(1)(k) and (l), apply to a Multiple Patient Rate–Hourly. For a Service Delivery Location to which Multiple Patient Visits apply and are paid for by a Multiple Patient Rate–Hourly, if four or more Patients have not been referred by the LHIN at the Service Delivery Location for a particular visit or, if, notwithstanding the Service Provider’s best efforts at scheduling, a minimum of four Patients cannot be scheduled for the same visit to the Service Delivery Location, the Hourly Rate shall apply for the visits;

##### “Multiple Patient Visit” means a face to face visit with a Patient or Caregiver in a circumstance where the Service Provider is visiting four or more Patients at the same Service Delivery Location during the same trip to the Service Delivery Location;

##### “Not Seen, Not Found Event” means a circumstance where the Service Provider attends at the Service Delivery Location for a scheduled Fixed Period Visit or Hourly Visit but the Services are not carried out because the Patient is either,

###### not at the Service Delivery Location when the Service Provider Personnel arrives; or

###### is at the Service Delivery Locationwhen the Service Provider Personnel arrives but refuses or is unable to receive the visit;

##### “Price” is defined in Section 1.2(1) of this Schedule;

##### “Price Form” means the Price Form that is Attachment 1 to this Schedule;

##### “PSS Harmonized Rate” means an Hourly Rate in the amount of $35.44;

##### “PSS Harmonized Rate Service Types” means Personal Support and Homemaking Services billed using the following service types as categorized by Health Shared Services Ontario: PSW General, PSW General Rural Rate and PSW General Urban Rate;

##### “PSS Non-Harmonized Rate” is defined in Section 1.5(2) of this Schedule;

##### “Regular Claim” is defined in Section 2.1(1)(a) of this Schedule;

##### “Regular Claim Deadline” is defined in Section 2.1(1)(a) of this Schedule;

##### “Resubmitted Claim” is defined in Section 2.3(1) of this Schedule;

##### “Request for Payment” is defined in Section 2.1(1)(a) of this Schedule;

##### “Shortfall” is defined in Section 3.3(1) of this Schedule;

##### “Special Rate” means Special Rate – Hourly, Special Rates – Fixed Period and any other Special Rate (Miscellaneous) set out in the Price Form;

##### “Special Rate – Fixed Period” means any rate for a Fixed Period Visit identified in the Price Form as a Special Rate – Fixed Period to be paid by the LHIN to the Service Provider for specific Services as authorized by the LHIN and as described in the Special Conditions. A Special Rate – Fixed Period does not fluctuate with increases or decreases in volume (Section 3 of this Schedule does not apply to Special Rate – Fixed Period) but all other provisions of this Schedule related to Fixed Period Visit Prices, including Section 1.1(1)(g) and (h), apply to Special Rate – Fixed Period;

##### “Special Rate – Hourly” means any hourly rate identified in the Price Form as a Special Rate – Hourly to be paid by the LHIN to the Service Provider for specific Services as authorized by the LHIN and as described in the Special Conditions. A Special Rate – Hourly does not fluctuate with increases or decreases in volume (Section 3 of this Schedule does not apply to a Special Rate – Hourly) but all other provisions of this Schedule related to Hourly Rates, including Section 1.1(1)(k) and (l), apply to Special Rate – Hourly;

##### “Special Rate (Miscellaneous)” means any other Special Rate listed in the Price Form as a “Special Rate (Miscellaneous)” and as described in the Special Conditions; and

##### “Unit of Service” means either a Fixed Period Visit, an hour (60 minutes) or an alternative unit of service specified with respect to a Special Rate (Miscellaneous) provided that the Fixed Period Visit or the hour or, if applicable, the alternative unit of service, has been authorized by the LHIN in accordance with this Agreement.

#### If any one or more of the Categories of Price is not listed in the Price Form or, in the case of LHIN Rates in the Special Conditions, the omitted Category or Categories of Price do not apply to this Agreement and the provisions in this Schedule related to that Category of Price do not apply to this Agreement. For clarity, if none of “Hourly Rate”, “Multiple Patient Rate – Hourly” or “Special Rate – Hourly” is listed on the Price Form, then the provisions in this Schedule related to Hourly Visits are not applicable to this Agreement. If none of “Fixed Period Visit Price”, “Multiple Patient Rate – Fixed Period” or “Special Rate – Fixed Period” is listed on the Price Form, then the provisions in this Schedule related to Fixed Period Visits are not applicable to this Agreement.

## Price, Volume and Units of Services – General

#### The LHIN shall pay the Service Provider in accordance with the prices and rates set out in the Price Form and, if applicable, the Special Conditions, (collectively, the “Prices”) for the applicable full or partial Fiscal Year in accordance with this Agreement.

#### The LHIN, shall pay the Service Provider on the basis of either,

##### Fixed Period Visit Prices;

##### Hourly Rates; or

##### any combination of the Fixed Period Visit Prices, Hourly Rates, Special Rates-Hourly, Special Rates-Fixed Period Visit, Special Rates-(Miscellaneous), Multiple Patient Rates – Fixed Period, Multiple Patient Rates – Hourly, and LHIN Rates, as set out in the Price Form and, where applicable, as described in the Special Conditions.

#### Except as provided otherwise in this Agreement, the LHIN shall pay the Service Provider an amount equal to the Actual Volume of Services provided by the Service Provider times the applicable Price for each Unit of Service.

#### The Prices set out in the Price Form are applicable as follows:

##### For those Prices set out as “Year 1” Prices, the Prices shall be in effect for Services performed from the Starting Date to the last day of the LHIN’s then current Fiscal Year. The Parties acknowledge, therefore, that the Prices for “Year 1” may be for a partial Fiscal Year; and

##### For the remaining years’ Prices, the Prices shall be in effect for Services performed from the first day of the applicable Fiscal Year to either,

###### the end of the last day of that Fiscal Year; or

###### for the last (full or partial) Fiscal Year, the End Date of the Agreement.

#### The Service Provider’s Prices include all of the Service Provider’s costs and expenses in carrying out the Services and its obligations under this Agreement, including,

##### all costs and expenses of preparation, consultation, reporting and travel time related to any type of a Fixed Period Visit or Hourly Visit to a Patient or Caregiver (or school principal, teacher or educational assistant as applicable in accordance with Section 1.1(1)(g) of this Schedule);

##### all costs related to the Service Provider’s offices and facilities, including rent, building maintenance, property taxes, utilities and other expenses;

##### all Service Provider’s overhead expenses;

##### the cost of all Standard Equipment and Supplies;

##### all costs and expenses related to Subcontractors;

##### all Service Provider’s costs relating to meetings required by the Agreement including travel time, attendance, lunches, preparation of minutes, and other expenses;

##### all photocopying, telephone, cellular phone, pager, fax, courier and other communications costs incurred by the Service Provider or its Subcontractors;

##### all computer hardware and software including related support services;

##### all office supplies used by the Service Provider or its Subcontractors;

##### on-call support;

##### if in accordance with the Special Conditions the LHIN is a “designated agency” or operates in a “designated area” under the *French Language Services Act*, all costs and expenses of providing Services in French;

##### except as provided in the Services Schedule, all costs and expenses of providing the Services in a language understood by the Patient;

##### all taxes, duties, levies and other similar charges; and

##### all Service Provider Personnel costs and expenses including,

###### all wages, salaries, benefits, allowances and severances;

###### all vehicle and transportation costs; and

###### all training and development of the Service Provider Personnel, except for specific training that the LHIN agrees to provide and pay for on a case-by-case basis.

#### For the purpose of clarity, the Service Provider’s Prices are deemed to include any and all costs and expenses in respect of,

##### pay equity adjustments pursuant to the *Pay Equity Act*, R.S.O. 1990, Chapter P.7 and, in particular, proxy pay equity adjustments as required under the Service Provider’s proxy pay equity plan; and

##### the Service Provider’s obligation to meet or exceed the Ministry of Health and Long-Term Care’s “Personal Support Service Volume Targets” set out in the Ministry’s “Client Services Procurement Policy for Local Health Integration Networks”, January 2007 which requires that at least 10 per cent of personal support service volumes be delivered by full-time workers and 20 per cent of personal support service volumes be delivered by part time workers in accordance with annual targets for implementation set out in the chart in section 4.8 of the Ministry’s “Client Services Procurement Policy for Local Health Integration Networks”, January, 2007, or as otherwise specified in another policy of the Ministry of Health and Long-Term Care that amends or supersedes the Ministry’s “Client Services Procurement Policy for Local Health Integration Networks”, January, 2007.

## Records of Service Provider Volume, Refusals and Missed Care

#### The Service Provider shall keep, and provide to the LHIN on request by the LHIN, ongoing detailed records on a weekly, monthly and cumulative basis for each full or partial Fiscal Year of the Actual Volume of Services and Prices paid by the LHIN for those Services. The Service Provider shall keep, and provide to the LHIN on request by the LHIN, detailed records, on a quarterly basis, of the breakdown of Actual Volume of Services by type of Service Provider Personnel that provided the Services (for example, whether by an RN or an RPN) and by individual member of the Service Provider Personnel that provided the Services.

#### The Service Provider shall keep detailed records of,

##### the number of Service Provider Refusals (as defined in the Services Schedule); and

##### the number of instances of Service Provider Missed Care (as defined in the Services Schedule).

#### If there is a discrepancy between the Service Provider’s records of Actual Volume of Services, Refusals or Missed Careand the LHIN’s records, the Parties shall meet to attempt to reconcile the records and both Parties shall act reasonably. If the Service Provider and LHIN records cannot be reconciled, the LHIN’s records shall govern.

#### If the LHIN does not have records of a Service Provider’s Missed Care and the Service Provider submits, in the LHIN’s opinion acting reasonably, insufficient information on the Missed Care, the LHIN shall attribute to the Service Provider a number of instances of Missed Care equal to the average number of instances of Missed Care of other service providers performing the Services times 1.5.

## Payment for Not Seen, Not Found Events and Cancelled Visits

#### Except as provided by Sections 1.4(2) and 1.4(3) of this Schedule, the LHIN shall not pay the Service Provider for a Not Seen, Not Found Event or a Cancelled Visit.

#### If the Service Provider,

##### receives less than three hours prior oral notice of a Cancelled Visit and that Cancelled Visit was with respect to an Hourly Visit scheduled for three or more hours; or

##### experiences a Not Seen, Not Found Event and that Not Seen, Not Found Event was with respect to an Hourly Visit that was scheduled for three or more hours,

##### the LHIN shall pay the Service Provider an amount equal to:

##### 50 per cent X (applicable Hourly Rate X Hours scheduled for the Hourly Visit up to a maximum of 8 schedule hours)

For clarity, a maximum payment equals 50 per cent X (Hourly Rate X 8 hours).

#### Without limiting the Service Provider’s obligations in accordance with SS Section 2.6(3), if authorized by the LHIN, the Service Provider shall investigate the circumstances underlying a Not Seen, Not Found Event (an “Investigatory Visit”). Provided that the LHIN authorizes the Investigatory Visit, the LHIN shall pay the Fixed Period Visit Rate or Hourly Rate, as applicable, for each Investigatory Visit carried out by the Service Provider. For clarity, the LHIN may authorize an Investigatory Visit immediately following a Not Seen, Not Found Event, or the LHIN may pre-authorize an Investigatory Visit, at any time, taking into account the circumstances relating to the Patient or the Service Delivery Location. The Parties acknowledge and agree that the LHIN intends to authorize Investigatory Visits only in exceptional circumstances.

## PSS Rate Harmonization

#### The LHIN shall pay the PSS Harmonized Rate for each hour or part hour of Personal Support and Homemaking Services that are categorized within a PSS Harmonized Rate Service Type. For clarity, the PSS Harmonized Rate is only applicable to Hourly Visits.

#### The LHIN shall continue to pay the applicable Prices for all Personal Support and Homemaking Services that are not categorized within a PSS Harmonized Rate Service Type in accordance with the PSS Contract Rate Harmonization Directive (“PSS Non-Harmonized Rate”).

# REQUESTS FOR PAYMENT

## Billing Cycle and Submitting Requests for Payment

#### Except as provided in Section 2.3 of this Schedule, the Service Provider shall submit requests for payment to the LHIN as follows:

##### the Service Provider shall submit a request for payment weekly (“Request for Payment”), no later than seven days after the last day of each Billing Cycle and each Request for Payment must include all claims for payment with respect to all Services carried out during the immediately previous Billing Cycle (the “Regular Claim”). For clarity, except as provided in Section 2.1(1)(d) of this Schedule, the Service Provider must submit all Regular Claims so that the LHIN receives themno later than 7 days after the last day of the Billing Cycle to which the Regular Claim applies (the “Regular Claim Deadline”);

##### a Request for Payment may also include Resubmitted Claims that have been resolved pursuant to Section 2.3 of this Schedule;

##### in each Request for Payment, the Service Provider shall clearly indicate, and shall segregate all Regular Claims from Resubmitted Claims. For each Resubmitted Claim the Service Provider shall indicate the date the Services were originally provided;

##### in exceptional circumstances and only with the prior consent of the LHIN, which consent may be withheld in the LHIN’s sole discretion, the Service Provider may submit a Regular Claim that has never been submitted up to30 days after the Regular Claim Deadline; and

##### except as provided in Section 2.1(1)(d) of this Schedule the Service Provider shall not submit a Regular Claim (for the first time) more than 7 days after the Regular Claim Deadline and the LHIN shall not, under any circumstances whatsoever, be obliged to consider paying Regular Claims submitted (for the first time) or to pay Regular Claims submitted (for the first time) more than 30 days after the Regular Claim Deadline.

#### If at the beginning of the Agreement Term the Service Provider is unable to meet the deadlines for submission of Regular Claims, or other requirements set out in Section 2.1 of this Schedule the LHIN may, in its sole discretion, identify a period of time during which the Service Provider will be permitted to adjust its billing system to meet the requirements of this Schedule.

#### The Service Provider’s Requests for Payment shall be in accordance with the format (either electronic or hard copy) and specific instructions of the LHIN. If the LHIN permits the Service Provider to deliver a Request for Payment by hand, then such delivery shall be made on a Business Day during the hours specified by the LHIN in the Special Conditions**.**

#### On request by the LHIN, the Service Provider shall attend LHIN training sessions, at the Service Provider’s own cost and expense, in respect of the electronic format and software to be used by the Service Provider in submitting Requests for Payment to the LHIN.

#### The LHIN may, in its sole discretion and from time to time, change the format to be used for the submission of Requests for Payment by the Service Provider, including a change from hard copy to electronic format or a change to a different electronic format, and the Service Provider shall change the format as instructed by, and at no cost to, the LHIN.

## Payment of Regular Claims

#### For those Regular Claims that the Service Provider submits by the applicable Regular Claim Deadline,

##### the LHIN shall, no later than 15 days after the applicable Regular Claim Deadline, notify the Service Provider which of the Regular Claims will not be paid by the LHIN, which notice shall include a description of the basis for non-payment; and

##### the LHIN shall,

###### pay the Regular Claims in full; or

###### pay only those Regular Claims that do not require clarification or correction,

no later than 30 days after the applicable Regular Claim Deadline.

## Resubmitted Claims

#### For those Regular Claims that the LHIN has not paid in accordance with Section 2.2(1) of this Schedule, the Service Provider shall have a total of 60 days after the original (corresponding) date the Services were provided to resubmit the claim (the “Resubmitted Claim”).

#### The Service Provider shall make its best efforts to ensure that a Resubmitted Claim is not submitted until it is properly clarified, corrected or revised to the satisfaction of the LHIN, acting reasonably.

#### If the Service Provider fails to submit a Resubmitted Claim that is to the satisfaction of the LHIN, acting reasonably, prior to the deadline set out in Section 2.3(1) of this Schedule, the LHIN may in its sole discretion, refuse to pay the claims for payment.

#### The LHIN shall pay all Resubmitted Claims that have been properly clarified, corrected or revised to the satisfaction of the LHIN, acting reasonably, no later than 30 days after the date of resubmission of the properly clarified, corrected or revised (to the satisfaction of the LHIN) Resubmitted Claim.

# VOLUME AND PRICE FLUCTUATIONS

## General

#### In the Price Form, for each full or partial Fiscal Year, there is at least one column to the left and to the right of the column that represents the Service Provider’s Estimated Volume Award (and, therefore, the applicable Fixed Period Visit Price or Hourly Rates (or both)). For the purpose of this Agreement,

##### the Prices and volumes that appear in the columns to the left of the column containing the Fixed Period Visit Price or Hourly Rate (or both, as applicable), for the Estimated Volume Award shall be the “Low Volume Price(s)” and “Low Volume(s)” respectively; and

##### the Prices and volumes that appear in the columns to the right of the column containing the Fixed Period Visit Price or Hourly Rate (or both, as applicable), for the Estimated Volume Award shall be the “High Volume Price(s)” and “High Volume(s)” respectively.

#### For the purpose of clarity, Low Volume and High Volume pricing,

##### applies to Fixed Period Visit Prices and Hourly Rates; and

##### does not apply to any Special Rates, including, Special Rates – Fixed Period and Special Rates – Hourly or Multiple Patient Rates – Fixed Period and Multiple Patient Rates – Hourly.

#### The LHIN shall make reasonable efforts to assign volumes from Fiscal Year quarter to Fiscal Year quarter such that volumes do not fluctuate in an extreme or extraordinary way, excluding seasonal fluctuations and fluctuations beyond the LHIN’s control. Fluctuations beyond the LHIN’s control include fluctuations caused by increases or decreases in government funding. The LHIN shall make reasonable efforts to notify the Service Provider of any potential unusual or extreme fluctuations that the LHIN is aware of, even if those fluctuations are beyond the LHIN’s control.

## High Volume Prices

#### When the total Actual Volume of Services exceeds the highest volume in the column in the Price Form in which the Service Provider’s Estimated Volume Award appears (the “Estimated Volume Award Column”) for the applicable full or partial Fiscal Year the Service Provider shall immediately (for the first Unit of Service that exceeds the highest volume in the Estimated Volume Award Column) commence billing at the High Volume Price set out in the column immediately to the right of the Estimated Volume Award Column. Each time the Actual Volume of Service exceeds a High Volume column, the Service Provider shall immediately (for the first Unit of Service that exceeds the highest volume in the applicable High Volume column) commence billing at the Price in the next High Volume column to the right, until the Actual Volume of Service reaches the volume set out in Column B of the Price Form.

#### For the purpose of clarity, if the calculation in respect of High Volume is being carried out in a partial Fiscal Year, the Estimated Volume Award and the High Volumes in each High Volume column shall be pro-rated for the number of months in the partial Fiscal Year.

#### The Service Provider shall provide a monthly statement to the LHIN of the Actual Volume of Services carried out as of the date of the Request for Payment and the remaining volume of Services left until the Estimated Volume Award for the applicable full or partial Fiscal Year is reached. In this monthly statement, the Service Provider shall take into account all volume of Services, including volume that is the subject of Resubmitted Claims.

#### Notwithstanding the Service Provider’s obligation to immediately commence billing at a High Volume Price in accordance with Section 3.2(1), the Service Provider may request that it be permitted to commence billing, in such circumstances, at the end of a week or month subject to a Fiscal Year year-end reconciliation to Actual Units of Service that ought to have been billed at the High Volume Price. The LHIN may, in its sole discretion, grant or refuse such a request.

#### This Section 3.2 shall not apply to any Actual Volume of Services which are categorized within a PSS Harmonized Rate Service Type and to which the PSS Harmonized Rate applies.

## Low Volume Prices

#### No later than 30 days prior to the end of each full or partial Fiscal Year the Service Provider shall provide a financial and statistical analysis to the LHIN comparing the Actual Volume of Services provided to the LHIN with the Estimated Volume Award to determine whether the Actual Volume of Services is less than the Estimated Volume Award (a “Shortfall”). The Service Provider’s financial and statistical analysis shall include the records and data required in accordance with Section 1.3(2) of this Schedule. The Service Provider shall take into account all volume of Services, including volume that is the subject of Resubmitted Claims.

#### If the Service Provider can demonstrate that,

##### a Shortfall exists;

##### the Low Volume Price is higher than the actual Price that was paid by the LHIN; and

##### the Service Provider has not caused the Shortfall in the manner set out in Section 3.3(3) of this Schedule,

then the LHIN shall pay the Service Provider an amount (the “Low Volume Payment”) equal to,

(Low Volume Price – Price Actually Paid) X Actual Volume of Services.

#### If,

##### the Service Provider has refused Service Requests during the full or partial Fiscal Year in which the calculation is being done and the Service Provider’s refusal of Service Requests, either alone or in combination with the Service Provider’s Missed Care resulted in a Shortfall;

##### the Service Provider’s Missed Care either alone or in combination with the Service Provider’s refusal of Service Requests, resulted in a Shortfall; or

##### the LHIN decreased the volume of Services referred to a Service Provider on the basis of a failure by the Service Provider to meets its obligations under the Agreement in accordance with GC Section 11.3,

##### the Service Provider shall not be eligible for a Low Volume Payment for the applicable full or partial Fiscal Year.

#### In order to calculate whether a Service Provider’s Refusals orMissed Care or both resulted in a Shortfall in accordance with Section 3.3(3)(a) and (b) of this Schedule, the LHIN shall calculate, for each full or partial Fiscal Year, the total of,

##### the number that results when the number of times a Service Provider has refused a Service Request is multiplied by the average number of Fixed Period Visits or hours, as applicable, per Patient for the Services in the LHIN for the applicable full or partial Fiscal Year; and

##### the actual number of instances of Missed Care of the Service Provider or, if Missed Care relate to Hourly Visits, the total number of hours missed;

to establish what portion of the Shortfall resulted from the Service Provider’s own actions.

#### If a Service Provider refuses all or a majority of Service Requests, in advance, for a defined period of time, the LHIN shall make a reasonable calculation of the number of Service Requests the Service Provider would have received if the Service Provider had not made the Refusals described in this Section 3.3(5). For clarity, if the Service Provider has refused Service Requests in the manner described in this Section 3.3(5), the LHIN is not obliged to contact the Service Provider each time the Service Provider ought to have received a Service Request.

#### For the purpose of clarity,

##### if the calculation in this Section 3.3 is being carried out in respect of a partial Fiscal Year, the Estimated Volume Award and the Low Volume in each Low Volume column shall be pro-rated for the number of months in the partial Fiscal Year;

##### if the calculation in this Section 3.3 is being carried out in respect of a partial Fiscal Year or a Fiscal Year in which either the Start-up Transition Period, or part thereof, or the End Date Transition Period, or part thereof, occurred, the Estimated Volume Award and the Low Volumes in each Low Volume column shall be prorated to exclude the applicable period of transition from the calculation such that the Estimated Volume Award and the Low Volumes are pro-rated for the number of months in the relevant partial Fiscal Year or Fiscal Year minus the applicable period of transition;

##### the Low Volume Price that is applicable when carrying out the calculation set out in this Section 3.3 is the Price in the Low Volume column that relates to the Actual Volume of Services after taking into account Section 3.3(6)(a) and (b) of this Schedule;

##### if a Shortfall results exclusively from the impact of the term of a school year for any full or partial Fiscal Year, the Low Volume Price shall not apply; and

##### if there are multiple Prices for a Fixed Period Visit or Hourly Rate in the same partial or full Fiscal Year (for example, both an RPN and RN Price), the Low Volume Payment shall be calculated based on the actual distribution between the multiple Prices (for example, how many Fixed Period Visits or hours were actually carried out by an RN versus an RPN).

#### If the Service Provider fails to submit the financial and statistical analysis and records and data required by Section 1.3(2) of this Schedule by the deadline set out in Section 3.3(1) of this Schedule, the LHIN shall cease to be obligated to make a Low Volume Payment for the applicable full or partial Fiscal Year.

## Volume Fluctuation Beyond Volume A and Volume B

### Volume Below Volume A

#### If, at the end of a Fiscal Year that is not a partial Fiscal Year, the Actual Volume of Services in respect of Fixed Period Visits or hours is less than the volume set out as “Volume A” in the Price Form, and,

##### the Service Provider’s Refusals or Missed Care have not caused the reduction in volume below the “Volume A” level;

##### the LHIN has not reduced the Service Provider’s volume in accordance with GC Section 11.3; and

##### the Service Provider’s volume for the applicable Fiscal Year is equal to the Service Provider’s Required Market Share of volume as defined in GC Section 3.1.4(1)(c),

the LHIN, for the Fiscal Year to which the calculation applies, shall calculate the amount to be paid using the Volume A Prices.

#### In order to calculate whether a Service Provider’s Refusalsor Missed Care have caused the reduction described in Section 3.4.1(1) of this Schedule, the LHIN shall apply the calculations set out in Section 3.3(4) and 3.3(5) of this Schedule.

#### If the Service Provider’s Refusals, Missed Care or a reduction in accordance with GC Section 11.3 have caused the reduction in volume below the Volume A level, then Section 3.3 of this Schedule shall apply.

### Long-term Volume Decrease Below Volume A

#### If the LHIN refers less than the lowest volume that appears in the “Volume A” column of the Price Form to the Service Provider in any full Fiscal Year or if the LHIN, acting reasonably, believes that the Actual Volume of Services is likely to be less than the lowest volume that appears in the “Volume A” column of the Price Form for the next Fiscal Year (even if the Service Provider receives its appropriate Required Market Share) the LHIN shall either,

##### if the Parties can reach an agreement no later than,

###### 30 days after the end of the full Fiscal Year in which the LHIN has referred less than Volume A; or

###### 60 days prior to the end of the Fiscal Year if the LHIN anticipates in accordance with Section 3.4.2(1) that it will refer less than Volume A in the following Fiscal Year,

renegotiate the Service Provider’s Prices and the volumes to add new prices and volumes to those which are already set out in the Price Form (to add new columns to the left of the “Volume A” column) and revise the Estimated Volume Award (without changing the Service Provider’s Required Market Share) to be applied in the next Fiscal Year and thereafter; or

##### terminate the Agreement in accordance with GC Section 12.1.1, require the Service Provider to provide Services for the 6 month notice period and pay the Service Provider in accordance with Section 3.4.2(2).

#### If the LHIN and Service Provider cannot renegotiate new prices for volumes below the lowest volume that appears in Volume A of the Price Form (for the applicable full Fiscal Year) and the LHIN terminates the Agreement in accordance with GC Section 12.1.1, for the six month notice period during which the Service Provider continues to provide the Services,

##### the LHIN shall pay the Service Provider at the Volume A rates; and

##### at the end of the six month period, the LHIN shall make a lump sum payment to the Service Provider equal to:

(Lowest Volume listed in the Volume A column that is applicable to the Fiscal Year x the Volume A Price)

MINUS

(Amount already paid by the LHIN for the Actual Volume of Services provided by the Service Provider in the same 6 month period)

##### if the Service Provider has met the Performance Standards Schedule requirements during the same six month period.

### Volume Above Volume B

#### If a LHIN assignment of volume causes the Service Provider to exceed the “Column B” volume set out in the Price Form for a full or partial Fiscal Year the LHIN may,

##### pay the Service Provider at the Fixed Period Visit Price or Hourly Rate, as applicable, set out in Column B;

##### prior to assigning the volume that will cause the Service Provider to exceed Column B, negotiate a new Fixed Period Visit Price or Hourly Rate, as applicable, for the exceeding volume, with the Service Provider; or

##### assign the volume to another service provider.

**Attachment 1 to the**

**Pricing and Compensation Schedule**

**Price Form**

***[Note: Insert the Consolidated Services Version of Attachment 1 (Price Forms) here.]***

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