

Self-Directed Care (SDC) Program Specifications

For Family-Managed Home Care

Effective December 15, 2017, as amended December 1, 2019, as amended June 8, 2020

Note: These SDC Program Specifications set out the requirements for Local Health Integration Networks (LHINs) when providing direct funding to or on behalf of eligible persons for the purchase of homemaking, personal support and professional services, as applicable. The program specifications also describe the requirements for Clients, Substitute Decision-Makers and their SDC Service Providers.

The Ministry may also develop other SDC Program materials, such as guides and template agreements, which will provide further direction and/or clarification for LHINs, Clients and Substitute Decision-Makers.

This program is also known as the Family-Managed Home Care (FMHC) program.

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Definitions

Term	Definition
Acquired Brain Injury	An injury to the brain that is not related to damage that occurred during the birthing process, to a congenital disorder or to a degenerative disorder.
Assessor	A person who is qualified to do assessments of capacity as set out in Ontario Regulation 460/05 made under the <i>Substitute Decisions Act, 1992</i> .
Care Coordinator	The Care Coordinator of the LHIN who assesses the needs of an individual for home care and community services, determines eligibility, develops a Plan of Service for eligible persons, and coordinates care, among other duties, under HCCSA.
Child	A child who receives SDC Services from a SDC Service Provider. For the purpose of this definition, a “child” is an individual who is under the age of 18 years.
Client	A client who is enrolled in the SDC Program.
Continuing Power of Attorney for Property	A legal document in which a person gives someone else the legal authority to make decisions about the person’s finances as specified in the legal document and this may include making decisions if the person becomes mentally incapable of making those decisions for himself/herself.
CPP Contributions	The contributions required under the <i>Canada Pension Plan (Canada)</i> .
Effective Date	The Effective Date of the SDC Program Specifications, as amended from time to time.
EI Premiums	The premiums required under the <i>Employment Insurance Act (Canada)</i> .
Guardian of Property	A "Guardian of Property" is someone who is appointed under the <i>Substitute Decisions Act, 1992</i> to manage the financial affairs of an adult who is mentally incapable of doing so for himself/herself. A Guardian may be appointed by the Office of the Public Guardian and Trustee (OPGT) or by the court.
HCCSA	<i>Home Care and Community Services Act, 1994</i> , including the regulations under this legislation.
Local Health Integration Network (LHIN)	A Local Health Integration Network as defined under the <i>Local Health System Integration Act, 2006</i> .

Long-Term Care Home	A long-term care home as defined under the <i>Long-Term Care Homes Act, 2007</i> .
Minister	The Minister of Health
Ministry	The Ministry of Health
Plan of Service	A plan of service developed by the Care Coordinator of the LHIN under section 22 under HCCSA.
Personal Health Information	Personal health information as defined under the <i>Personal Health Information Protection Act, 2004</i> .
Proof of Payment Documentation	Documentation submitted by the Client or SDM that confirms that the Client or SDM has paid their SDC Service Provider(s) or for their SDC Eligible Expense(s).
Public Hospital	A hospital as defined under the <i>Public Hospitals Act</i> .
Schedule 1 Bank	A Schedule 1 Bank as listed in Schedule 1 to the <i>Bank Act (Canada)</i> which can be found at http://laws-lois.justice.gc.ca/eng/acts/B-1.01/page-158.html#h-250 . Generally, these are domestic banks that are not subsidiaries of a foreign bank; however, the official list is set out on the website.
SDC Bank Account	The bank account opened by the Client or SDM in accordance with the requirements set out in section 15.
SDC Care Budget Plan	The care budget plan created by the LHIN for the Client or SDM in accordance with the requirements set out in section 17.
SDC Eligibility Criteria	The eligibility criteria set out in section 7.
SDC Eligible Expenses	The eligible expenses set out in section 18.3.
SDC Funding	The funding provided by the LHIN to the Client or SDM in accordance with the requirements set out in section 18.
SDC Program	The Self-Directed Care Program.
SDC Program Specifications	The specifications set out in this document.
SDC Service Maximums	The service maximums set out in Ontario Regulation 386/99, including the amount of services that the LHIN may fund in extraordinary circumstances as set out in Appendix 2.
SDC Service Provider	A service provider agency or independent contractor retained by the Client or SDM through a purchase of service arrangement to provide SDC Services to the Client or an employee hired by the Client or SDM to provide SDC Services to the Client.
SDC Services	The services set out in section 8.
SDC Template Agreements	The template agreements developed by the Ministry to be entered into between the LHIN and the Client or SDM as set out in section 21.

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Substitute Decision-Maker (SDM)	<p>A Substitute Decision-Maker:</p> <ul style="list-style-type: none"> a. Is the parent of a Client who is a minor child with whom the child resides, or an individual with legal custody of a Client who is a minor child, but does not include a parent or an individual who only has a right of access to a Client who is a minor child; b. Is for a period up to twelve (12) months from the date that the Client who is enrolled in the SDC Program turns 18 years old, where the Client has indicated that they wish to enter into an SDC agreement on their own behalf or has indicated that they intend to grant a Power of Attorney under clause (e), the person who: <ul style="list-style-type: none"> i. was a substitute-decision maker under clause (a) immediately before the Client turned 18 years old; and ii. was receiving SDC Funding on behalf of the Client who was enrolled in the SDC Program immediately before the Client turned 18 years old;- c. Is for a period up to twelve (12) months from the date that the Client who is enrolled in the SDC Program turns 18 years old, the person who: <ul style="list-style-type: none"> i. was a substitute-decision maker under clause (a) immediately before the Client turned 18 years old, ii. was receiving SDC Funding on behalf of the Client who was enrolled in the SDC Program immediately before the Client turned 18 years old, and iii. has committed to taking steps to be appointed as the Client’s substitute decision-maker under clause (d); d. Is the Guardian of Property appointed under Part 1 of the <i>Substitute Decisions Act, 1992</i> on behalf of a Client who is an adult who is incapable of managing property; or e. Is the attorney under the <i>Powers of Attorney Act</i> or a person exercising a Continuing Power of Attorney for Property under Part 1 of the <i>Substitute Decisions Act, 1992</i> on behalf of a Client who is an adult.
Substitute Decision-Maker for Personal Care or Treatment	A Substitute Decision-Maker for Personal Care or Treatment is the person who is authorized under <i>the Health Care Consent Act, 1996</i> or <i>the Substitute Decisions Act, 1992</i> to give or refuse consent or make a decision on behalf of an incapable Client.
Traditional Care	Home care services provided by a LHIN directly or indirectly under HCCSA.
WSIB Premiums	The premiums required under the <i>Workplace Safety and Insurance Act, 1994</i> .

1. Introduction

Local Health Integration Networks (LHINs) have been granted the authority under section 28.5 of the *Home Care and Community Services Act, 1994* and Regulation 386/99 under this legislation to enter into self-directed care (SDC) direct funding agreements with eligible home care clients or, if applicable, with their Substitute Decision-Makers (SDMs). The four eligible client cohorts are set out in the Regulation and the eligible services for each client cohort have been set out in a Minister's approval provided to all LHINs.

This document sets out detailed program specifications relating to the following four eligible client cohorts:

- Children with Complex Medical Needs
- Adults with Acquired Brain Injuries (ABI)
- Eligible Home-Schooled Children
- Clients in Extraordinary Circumstances

Unless otherwise specified, these Program Specifications apply to all four eligible client cohorts.

These SDC Program Specifications are effective on December 15, 2017, as amended from time to time by the Ministry in its discretion. The current SDC Program Specifications are dated December 1, 2019.

The Ministry, with input from the LHINs, Clients and SDMs will review the SDC Program Specifications from time to time in order to determine whether to make any amendments. The Ministry will also initiate an evaluation process of the SDC Program to assess its success and to identify any amendments that may be required to meet program goals.

2. Program Goals

The goals of the SDC Program are to promote greater Client or SDM management of Client care, to maintain or improve Client or SDM satisfaction and support optimal Client outcomes by:

- giving Clients or SDMs greater choice over who provides services in their homes and when services are provided;
- enabling more flexible service delivery arrangements;
- reducing service provider turnover, thereby limiting the burden on Clients or SDMs to orient and instruct new service providers; and
- supporting long-term therapeutic relationships between Clients and their chosen service providers.

3. Program Values

The SDC Program will be guided by the following values:

- **Client-Centredness and Flexibility:** The SDC Program will be responsive and flexible to meet the needs and preferences of the Client.
- **Choice and Responsibility:** The Client or SDM will have meaningful choices regarding the individuals or organizations that provide services and when these services are delivered. In exchange, the Client or SDM will be responsible for selecting and managing their service providers.
- **Transparency:** Funding will be based on the assessed care needs of Clients and calculated using transparent methods.
- **Consistency:** There will be eligibility criteria, service maximums, rules and procedures that are applied consistently within each LHIN and across the 14 LHINs.
- **Accountability:** The Client or SDM will hire, manage and pay service providers and will be accountable for their spending of SDC Funding. The LHIN will be accountable for providing SDC Funding in accordance with the Client's Plan of Service and reconciling this Funding, assessing whether the care provided to the Client is consistent with the Plan of Service, reassessing the Client's care needs and updating the Plan of Service.
- **Quality and Safety:** The Client or SDM is responsible for providing a safe working environment. The LHIN will monitor client health outcomes primarily through Client reassessments.

4. Traditional Care

Under Traditional Care, the LHIN is required, as specified by HCCSA, to assess a client's care needs, to determine whether the client meets the eligibility criteria for publicly funded home care services, and to develop a Plan of Service for the eligible client that sets out the amount of services to be provided. The LHIN is required to comply with the eligibility criteria and service maximums set out in Regulation 386/99 under HCCSA.

The LHIN is required to provide services directly or indirectly by arranging visits from appropriate service providers, and to conduct regular reassessments using accepted assessment instruments to determine whether the Plan of Service should be revised. In addition, the LHIN coordinates services provided through other service provider organizations and is responsible for monitoring clients' health outcomes.

When developing, evaluating or revising the Plan of Service, the LHIN must provide an opportunity for ALL of the following persons to participate fully in this process:

- The client.
- If the client is incapable, the Substitute Decision-Maker for Personal Care or Treatment.
- Any person designated by the client or the Substitute Decision-Maker for Personal Care

or Treatment, such as a family member or other caregiver.

5. The SDC Program

5.1 Overview

The SDC Program is an alternative method for home care service delivery that is intended to support the goals and values set out in sections 2 and 3. This model is intended to provide the Client or SDM with the authority and responsibility to select, schedule and manage the SDC Service Providers who will deliver the SDC Services set out in the Client's Plan of Service. In this model, the Client or SDM has a direct relationship with these SDC Service Providers such as nurses and personal support workers.

As set out in Table One below, this model of service delivery can only be considered once the LHIN has developed a Plan of Service for a client using the process set out in Traditional Care in section 4.

The LHIN may identify a potential client for the SDC Program or the client or SDM may approach the LHIN about enrollment in the SDC Program. The LHIN may discuss the SDC Program with the client or SDM and, if the client or SDM is interested, may determine whether the potential client and their SDM (if applicable) are eligible for the SDC Program. If the client and their SDM (if applicable) are determined to be eligible for the Program by the LHIN, the LHIN may determine whether to enroll the client in the SDC Program. If a decision is made by the LHIN to enroll the client, the LHIN may determine how much funding to provide to the client or SDM for some or all of the services set out in the client's Plan of Service. These are discretionary decisions of the LHIN.

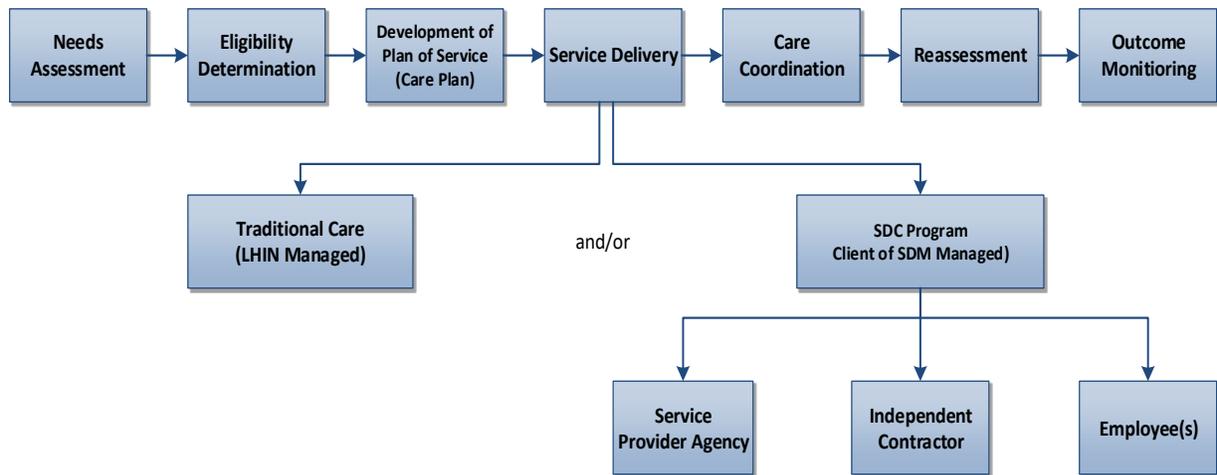
If the LHIN determines to enroll the client into the SDC Program and the client or SDM (if applicable) agrees, the LHIN will enter into an agreement with the client or SDM to provide the funding. The LHIN will also provide funding to the Client or SDM for eligible program expenditures, including the onboarding of service providers, if appropriate. The services can be provided by a service provider agency or independent contractor retained by the Client or SDM through a purchase of service arrangement or by an employee hired by the Client or SDM. The Client or SDM will have authority and responsibility for instructing, managing, and supervising their SDC Service Providers, including setting up the appropriate contingency plans for when an SDC Service Provider is unavailable. The LHIN will not routinely monitor SDC Service Providers.

The SDC Program is based on collaboration between the Client or SDM and the Care Coordinator. The Care Coordinator monitors the Client's health outcomes through regular reassessments, using accepted assessment instruments, in partnership with the Client or SDM to determine whether it is necessary to revise the Client's Plan of Service. The Care Coordinator works with the Client or SDM when the Client's care needs or goals change, including when they change unexpectedly. Once there is a revised Plan of Service, the Client or SDM is responsible for instructing, managing and supervising their SDC Service Providers in accordance with the revised

Plan of Service, including setting up the appropriate contingency plans for when an SDC Service Provider is unavailable.

Individually, or as part of a team, the Care Coordinator works with the Client or SDM to support their entry into the SDC Program. In addition, the LHIN will be available to answer questions and share knowledge about the SDC Program with Clients or their SDMs. The integration of the SDC Program into the Traditional Care process is illustrated in the diagram below:

Table One: Relationship between SDC and Traditional Care



5.2 Decisions of the LHIN

The objective of the Ministry and the LHINs is to implement an SDC Program that meets program goals and is consistent across LHINs. The SDC Program Specifications and other documents developed to support the implementation of the SDC Program are designed to make program eligibility and administration transparent for clients and SDMs and consistent across LHINs.

As set out in Appendix 1 and these SDC Program Specifications, the LHIN determines whether the potential client and SDM (if applicable) are eligible for the SDC Program, whether to enroll the client in the SDC Program, whether to provide funding for some or all of the services in the client's Plan of Service, and the amount of any funding to be provided. A client does not have the right to be enrolled in the SDC Program. The LHIN shall inform the client or SDM why a client or SDM does not meet eligibility criteria or requirements for enrolment.

5.3 Consent

The client will be required to provide all the necessary consents to be enrolled and participate in the SDC Program. If the client has an SDM or Substitute Decision-Maker for Personal Care or Treatment, these individuals will be required to provide these consents on behalf of the client and on behalf of themselves, as applicable. These consents will include, but not be limited to, the

following:

- Consent to the SDC Service Providers' disclosure of the client's Personal Health Information to the LHIN for the purposes of accountability and quality of care relating to the LHIN's responsibilities under the SDC Program and for the purposes of the LHIN conducting reassessments of the client and updating the client's Plan of Service.
- Consent to the subsequent disclosure of this Personal Health Information by the LHIN to the Ministry for the purposes of the Ministry's administration and evaluation of the SDC Program.

5.4 Compliance with the SDC Program Specifications

The participants in the SDC Program, including the LHINs, Clients, SDMs and SDC Service Providers, shall comply with the SDC Program Specifications (where relevant to them), including any amendments made by the Ministry to the SDC Program Specifications as set out in section 1.

5.5 Evaluation of the Program

As set out in section 25, the Ministry will initiate an evaluation process of the SDC Program to assess its success and identify any amendments that may be required to meet program goals.

6. Legal Authority to Enter into an SDC Template Agreement

Among the cohorts, some clients will be capable of signing the SDC Template Agreement. For others, such as children and/or adults who are incapable of entering into the SDC Template Agreement, an SDM will be required. In some circumstances, a client may be capable of entering into the SDC Template Agreement but would prefer to have an SDM enter into the Agreement on their behalf. These scenarios are described below.

If there is more than one SDM, all of the SDMs that are authorized to do so must enter into the SDC Template Agreement with the LHIN.

The SDM shall immediately notify the LHIN if the SDM ceases to have the authority to act in that capacity.

6.1 Legal Status of a Client who is a Child

Where the Client is a minor child (under the age of 18), the SDC Template Agreement must be signed by a parent with whom the Client resides, or an individual with legal custody of the Client. However, this does not include a parent or an individual who only has a right of access to a Client who is a minor child.

Prior to entering into the SDC Template Agreement, the LHIN shall confirm with the SDM that

the SDM or the individual with legal custody of the Client is not prohibited by court order or separation agreement from:

- having custody of or access to the Client;
- acting as guardian of the Client's property;
- receiving any funds owing to the Client; or
- giving or refusing consent on behalf of the Client.

The LHIN shall confirm the above with the SDM at the time of each subsequent reassessment of the client.

In addition, the SDM shall notify the LHIN immediately when the SDM or individual with legal custody of the Client becomes prohibited by court order or separation agreement from:

- having custody of or access to the Client;
- acting as guardian of the Client's property;
- receiving any funds owing to the Client; or
- giving or refusing consent on behalf of the Client.

6.2 Legal Status of a Client who is an Adult

Where the Client is an adult (18 years of age or older), the SDC Template Agreement must be signed by the Client or their SDM (where relevant).

A Client who was enrolled in the program as a Child may wish to continue in the SDC Program, provided that they meet the eligibility criteria in the same or a different SDC cohort.

Once they turn 18, Clients who are in an eligible SDC cohort may decide to manage their own care under the SDC Program. A Client may do so by:

1. enrolling in the SDC Program, if eligible, and entering into an SDC Client agreement with the LHIN; or
2. having an SDM act on their behalf, by granting a Power of Attorney for Property under the *Powers of Attorney Act* or a Continuing Power of Attorney for Property under the *Substitute Decisions Act, 1992* to that individual. The SDM must also meet the criteria for participating in the SDC Program.

If the current SDM for the Child indicates to the LHIN that they will take steps to become appointed the Client's Guardian of Property under Part 1 of the *Substitute Decisions Act, 1992*, the LHIN may continue the enrolment of the Client in the SDC Program under the current SDC Template Agreement with the SDM for a period of up to 12 months from the date the Client turns 18.

Prior to entering into the SDC Template Agreement with an SDM, the LHIN shall confirm with the person that the person has the authority to act as the SDM.

The LHIN shall confirm that the person has the authority to act as the SDM at the time of each subsequent reassessment of the Client.

Additional detail on transitions for Clients who turn 18 while enrolled in the SDC Program is set out in Section 22.1.

6.3 Expenses Related to SDM Status as Guardian of Property

An individual intending to act as the SDM for an incapable adult Client is required to demonstrate that they meet the definition of SDM prior to enrolling, or in order to remain enrolled, with the Client in the program.

With respect to an SDM who is a Guardian of Property appointed under Part 1 of the *Substitute Decisions Act, 1992* on behalf of a Client who is an adult incapable of managing property, eligible costs may be claimed. These include costs incurred related to capacity assessment(s) of the adult client of up to \$2,000, if the capacity assessment is required for the statutory guardianship application process with the Office of the Public Guardian and Trustee (OPGT) or as part of the court appointment process. In addition, an SDM who has been granted statutory guardianship of property under the *Substitute Decisions Act, 1992* through the OPGT may seek reimbursement of up to \$382 plus HST for costs related to filing Form 1 and Form 2 as required by the OPGT, as eligible expenses under the program. These costs will be considered for reimbursement by the LHIN if:

1. the Client and SDM have been enrolled (see section 10) by the LHIN in the program, or are continuing to be enrolled in the program following a Client's transition to a different cohort and
2. the SDM has been appointed as the statutory guardian of property or has been appointed by a court as guardian of property.

7. Eligibility Criteria for Client and SDM

7.1 General Eligibility Criteria for Client and SDM

The LHIN may, in its discretion, determine that a potential client and their SDM (if applicable) are eligible for the SDC Program only if ALL of the following general eligibility criteria are met:

- a) The potential client:
 - i. Resides in the geographic area of the LHIN.
 - ii. Fits within one of the following four eligible client cohorts:
 - i. Children with Complex Medical Needs.
 - ii. Adults with Acquired Brain Injuries (ABI).
 - iii. Eligible Home-Schooled Children.
 - iv. Clients in Extraordinary Circumstances.

- iii. Has been assessed by the LHIN as requiring one or more SDC Service(s) for the appropriate client cohort.
 - iv. Meets all of the eligibility criteria for the SDC Service(s) in Ontario Regulation 386/99 as set out in Appendix 3.
 - v. Has a Plan of Service that sets out the SDC Service(s) and the amount of the SDC Service(s), and that complies with the SDC Service Maximums as set out in Appendix 2.
 - vi. Meets all of the specific eligibility criteria set out in sections 7.2, 7.3, 7.4 and 7.5, as applicable.
 - vii. Has relatively predictable care needs.
- b) The LHIN anticipates that the potential client will require the amount of hours and/or visits of SDC Services set out in the Plan of Service for at least six (6) months, unless the potential client is palliative or end-of-life.
 - c) The LHIN has determined that the potential client or SDM, with the supports available under the SDC Program, is capable of undertaking all of the responsibilities set out in the SDC Program Specifications and the SDC Template Agreement, including managing and coordinating care and managing funding.
 - d) The potential client or SDM agrees to undertake all of the responsibilities set out in the SDC Program Specifications and the SDC Template Agreement and assume all of the risks inherent to the potential client and or the SDM relating to the SDC Program, the SDC Program Specifications and the SDC Template Agreement.
 - e) The potential client provides all the necessary consents to be enrolled and participate in the SDC Program. If the client has an SDM or Substitute Decision-Maker for Personal Care or Treatment, these individuals provide these consents on behalf of the client and on behalf of themselves, as applicable.
 - f) The potential client or SDM agrees to enter into an SDC Template Agreement with the LHIN.

The LHINs will exercise discretion when determining whether potential clients or SDMs have the capability of undertaking the responsibilities set out in the SDC Program Specifications and SDC Template Agreement, including managing and coordinating care and managing funding. In making their decision, the LHINs should consider ALL of the following factors:

- The potential client or SDM is aware of the type of home care services the client requires, the times at which the client requires the services, and the number of hours of services the client requires, all as reflected in the client's Plan of Service.
- The potential client or SDM is capable of scheduling the home care services and making alternative arrangements, working in collaboration with the Care Coordinator as appropriate/required, to ensure that the client's requirements for home care services are met in the event that a service provider is not available at a scheduled time.
- The potential client or SDM is capable of supervising, instructing and otherwise communicating with service providers, including orienting service providers to the client's care, providing or arranging for special instructions to service providers, and arranging for training to upgrade service provider skills in exceptional circumstances.

- The potential client or SDM is capable of recruiting, hiring and dismissing service providers.
- The potential client or SDM is capable of understanding and carrying out the responsibilities of being an employer of one or more service providers.
- The potential client or SDM can manage and accounting for the expenditure of the funds that the LHIN will provide under the SDC Program, including completing required reports and submitting these reports and other documentation to the LHIN at the required times.
- The potential client or SDM is prepared to perform all the functions required of them under the SDC Program and the SDC Template Agreement and to assume the responsibility and risks associated with them.
- The potential client or SDM understands the SDC Template Agreement and their role as set out in it.

7.2 Specific Eligibility Criteria for Children with Complex Medical Needs

In order to be eligible for the SDC Program, a child with complex medical needs must meet ALL of the general eligibility criteria in section 7.1 and ALL of the following specific eligibility criteria:

- a) Is under 18 years of age.
- b) Meets the criteria for medical complexity set out by CCKO¹ (Appendix 4) which requires that the child meet at least one criterion from ALL of the following four conditions:
 - i. Technology Dependent and/or users of high intensity care.
 - ii. Fragility.
 - iii. Chronicity
 - iv. Complexity.

7.3 Specific Eligibility Criteria for Adults with Acquired Brain Injuries

In order to be eligible for the SDC Program, an adult with an Acquired Brain Injury must meet all of the general eligibility criteria in section 7.1 and ALL of the following specific eligibility criteria:

- a) Is 18 years of age or over at the time of enrollment in the SDC Program.
- b) Has an Acquired Brain Injury.
- c) Has care needs that result from the Acquired Brain Injury that:
 - i. are chronic, lifelong and intensive; and
 - ii. result in functional limitations requiring essential support for self-care and mobility and/or communications.

¹ <http://www.pcmch.on.ca/wp-content/uploads/2017/07/PCMCH-CCKO-Standard-Operational-Definition.pdf>
 Accessed on May 12, 2017, November 29, 2017 and October 29, 2019

7.4 Specific Eligibility Criteria for Home-Schooled Children

In order to be eligible for the SDC Program, a home-schooled child must meet ALL of the general eligibility criteria in section 7.1, including ALL of the following specific eligibility criteria:

- a) The child must be receiving satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act*.
- b) The child must require the services in order to be able to receive satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act*.

7.5 Specific Eligibility Criteria for Clients in Extraordinary Circumstances

In order to be eligible for the SDC Program, a client in extraordinary circumstances must meet ALL of the general eligibility criteria in section 7.1 and the client must be a person for whom the LHIN determines that extraordinary circumstances exist that justify the provision of the funding.

The LHINs will be exercising their discretion when determining whether extraordinary circumstances exist that justify the provision of funding to a person. In making their decision, the LHINs should consider ALL of the following factors:

- a) The nature, frequency and intensity of care required (e.g., complex medical needs requiring extensive training or unique/challenging behaviours).
- b) Unique scheduling issues.
- c) Other unique client needs, which may include:
 - Language considerations.
 - Communication difficulties.
 - Cultural considerations which may include customs, traditions, cultural values and/or beliefs that affect client care.
 - Rural or remote/isolated location (e.g., geographical distance and accessibility of care location).
 - Lack of available LHIN-contracted service providers.
 - Whether the client (or their SDM, if applicable) has an SDC agreement with the LHIN that was transitioned from a Community Care Access Centre.

7.6 Ministry Guidelines

The Ministry, with input from the LHINs, may establish other guidelines to be used by the LHINs when determining whether a potential client, and their SDM if relevant, is eligible for the SDC Program. The LHIN shall comply with any Ministry guideline.

8. SDC Services

Each of the four client cohorts has a specific set of services that are eligible for SDC Funding.

These services can be funded if the services are included in the Client's Plan of Service.

8.1 Services for Children with Complex Medical Needs

Subject to the limitations set out below in section 8.5, a LHIN may, in its discretion, provide funding under the SDC Program for children with complex medical needs for the following services:

- Professional services:
 - Nursing services
 - occupational therapy services
 - physiotherapy services
 - speech-language pathology services
 - dietetics services
 - social work services
 - social service work services
 - respiratory therapy services
 - medical supplies and treatment equipment necessary to the provision of nursing services, occupational therapy services, physiotherapy services, speech-language pathology services or dietetics services
 - diagnostic and laboratory services
- Personal support services:
 - carrying out or assisting with personal hygiene activities or routine personal activities of living
- Homemaking services:
 - carrying out or assisting with:
 - Housecleaning
 - doing laundry
 - Shopping
 - Banking
 - paying bills
 - planning menus
 - preparing meals

School Health Professional Services that a Child may receive in a publicly funded school or private school and School Health Personal Support Services that a Child may receive in a private school are not eligible for SDC Funding.

8.2 Services for Adults with Acquired Brain Injuries (ABI)

Subject to the limitations set out below in section 8.5, a LHIN may, in its discretion, provide funding under the SDC Program for Adults with Acquired Brain Injuries for the following services:

- Personal support services:
 - carrying out or assisting with personal hygiene activities or routine personal activities of living
- Homemaking services:
 - carrying out or assisting with:
 - housecleaning
 - doing laundry
 - shopping
 - banking
 - paying bills
 - planning menus
 - preparing meals

8.3 Services for Eligible Home-Schooled Children

Subject to the limitations set out below in section 8.5, a LHIN may, in its discretion, provide funding under the SDC Program for Eligible Home-Schooled Children for the following services:

- School Health Professional Services:
 - Nursing services
 - Occupational therapy services
 - Physiotherapy services
 - Speech-language pathology services
 - Dietetics services
 - Medical supplies and treatment equipment necessary to the provision of the above services
- School Health Personal Support Services:
 - Personal hygiene activities
 - Routine personal activities of living
 - Medical and personal equipment necessary to the provision of the above services

8.4 Services for Clients in Extraordinary Circumstances

Subject to the limitations set out below in section 8.5, a LHIN may, in its discretion, provide funding under the SDC Program for Clients in Extraordinary Circumstances for the following services:

- Professional services:
 - Nursing services
 - occupational therapy services
 - physiotherapy services
 - speech-language pathology services
 - dietetics services
 - social work services

- social service work services
- respiratory therapy services
- medical supplies and treatment equipment necessary to the provision of nursing services, occupational therapy services, physiotherapy services, speech-language pathology services or dietetics services
- diagnostic and laboratory services
- Personal support services:
 - carrying out or assisting with personal hygiene activities or routine personal activities of living
- Homemaking services:
 - carrying out or assisting with:
 - housecleaning
 - doing laundry
 - shopping
 - banking
 - paying bills
 - planning menus
 - preparing meals

8.5 Limitations

The above lists of SDC Services do not create an entitlement for these SDC Services. As set out in section 5.2, the LHIN may provide funding for some or all of the SDC Services that are set out in the Client's Plan of Service developed by the LHIN.

The LHIN may also determine whether some SDC Services in the Plan of Service should be provided through Traditional Care. The Client or SDM may also elect to have some services delivered through Traditional Care, as set out in section 11.

8.6 Other Services

The LHIN will continue to provide pharmacy services (generally related to advising or the review of medications, not related to dispensing medication) through Traditional Care.

The LHIN will provide any other services in the Client's Plan of Service through Traditional Care. (See section 11.)

9. Eligible Settings for the Provision of SDC Services

Subject to the exception set out below, the Client may receive SDC Services in Ontario either in their home or in any other care settings, including a hospital, but not in a Long-Term Care Home. This is intended to reflect not only the complexity of the medical needs of some Clients, but also the challenges for those Clients or SDMs to obtain services after a period of receiving care outside the home. However, the ability of the Client to receive SDC Services outside of the home

setting may be subject to the limitations imposed by other care settings.

Exception:

Children with complex medical needs may receive SDC Services outside Ontario for a period of up to three weeks per calendar year. In this case, the SDM shall ensure that the SDC Service Providers are authorized to provide the SDC Services outside Ontario. The LHIN shall not provide any SDC Funding for costs related to SDC Service Provider travel or accommodations. The SDM shall provide the LHIN with advance notice of any plans to arrange for SDC Services outside Ontario.

10. Enrolment in the SDC Program

The LHIN shall not enroll a potential client (and their SDM, if applicable) in the SDC Program unless ALL of the following enrolment requirements are met:

1. The client and the SDM (if applicable) meet the SDC general and specific eligibility criteria set out in section 7.
2. The LHIN has prepared an SDC Care Budget Plan for the client as set out in section 17.
3. The client or SDM has opened the SDC Bank Account required under section 15.
4. The client or SDM has entered into the SDC Template Agreement set out in section 21 with the LHIN. If there is more than one SDM, all of the SDMs that are authorized to do so must enter into the SDC Template Agreement with the LHIN.
5. The SDM and any Substitute Decision-Maker for Personal Care or Treatment, if not the SDM, are in agreement with the enrolment of the client and have demonstrated to the LHIN that they are able to co-operate with each other.

10.1 Prioritization of Enrolment

Each LHIN shall create a transparent approach for prioritizing access to the SDC Program for clients based on urgency of need. Each LHIN shall comply with the approach.

10.2 Enrolment of Clients with Existing SDC Agreements

With the client's or SDM's consent, the LHIN may, in its discretion, enroll a client in the SDC Program where the client (or their SDM, if applicable) had an SDC agreement with a Community Care Access Centre that was transitioned to the LHIN. There is no Ministry requirement that these clients be transitioned to the SDC Program.

11. Simultaneous Receipt of Services under Traditional Care and the SDC Program

The LHIN may, in its discretion, allow the Client to receive some or all of the SDC Services in the Client's Plan of Service through the SDC Program. Where only some of the SDC Services are provided through the SDC Program, the LHIN may, for example, allow the Client or SDM of a

Client with a Plan of Service that includes both nursing and personal support services to receive nursing services through Traditional Care and personal support services through the SDC Program (or vice versa).

In exceptional circumstances, the LHIN may, in its discretion, allow the Client to receive a portion of the same SDC Service through the SDC Program and Traditional Care. As set out in section 17, if the LHIN is simultaneously providing a portion of the same SDC service through the SDC Program and Traditional Care, the LHIN shall not provide more SDC Services in total through both models than outlined in the Client's Plan of Service.

Where care is being provided through both Traditional Care and SDC, the LHIN and the Client or SDM shall develop a process for ensuring that the LHIN service providers and SDC Service Providers are able to work together to support the coordinated delivery of services.

12. Reassessments and Review of SDC Service Delivery

The LHIN shall reassess the Client and revise their Plan of Service as necessary in accordance with the LHIN's responsibilities as set out in HCCSA.

12.1 Reassessment Process

In order to conduct reassessments of the Client, the LHIN shall conduct the reassessment where the Client is receiving services. The LHIN shall also talk to the SDM, if applicable, about the Client's care and health and functional status.

The LHIN shall review information from SDC Service Provider about the Client's care and health or functional status. This shall involve talking with some or all SDC Service Providers and the review of appropriate documentation. As a participant in this SDC Program, the Client or SDM shall agree to allow the LHIN access to the Client's SDC Service Providers and appropriate documentation. The LHIN shall provide notice to the Client or SDM prior to talking to SDC Service Providers or seeking documentation. This documentation may include notes or reports of regulated health professionals and activity logs or other documentation from personal support workers.

12.2 Review of SDC Service Delivery

As part of the reassessment process or during the administration of the SDC Program, the LHIN shall review the documentation submitted by the Client or SDM to the LHIN relating to the provision of SDC Services to determine whether the Client received the number of hours and/or visits of each SDC Service set out in their Plan of Service and SDC Care Budget Plan.

As part of this review, the LHIN shall engage in a collaborative discussion with the Client or SDM about any discrepancy and determine whether:

- the Client’s needs should be reassessed and, based on that reassessment, the Plan of Service and SDC Care Plan Budget should be adjusted; or
- if the Client is not receiving adequate service and, as a result, is at risk of harm, whether the Client or SDM should either find a new SDC Service Provider or the LHIN should terminate the SDC Template Agreement in accordance with its terms and conditions.

13. SDC Service Providers

Sections 13.2 to 13.5 inclusive do not apply to the following professional services set out in section 8.1:

- medical supplies and treatment equipment necessary to the provision of nursing services, occupational therapy services, physiotherapy services, speech-language pathology services or dietetics services; and
- diagnostic and laboratory services.

13.1 Obtaining SDC Service Providers

The Client or SDM may obtain SDC Services by hiring individuals as their employees or by retaining independent contractors or service provider agencies through a purchase of service arrangement. Whether a service provider agency has a contract with the LHIN has no bearing on the Client’s or SDM’s ability to purchase services from the agency.

13.2 General Requirements for SDC Service Providers

The Client or SDM shall not hire an individual or retain an independent contractor or service provider agency to provide SDC Services unless the individual, independent contractor or service provider agency meets ALL of the following requirements, as applicable:

- Meets the specific requirements set out in sections 13.3.1 and 13.3.2.
- Complies with the requirements set out in section 13.4 relating to Police Vulnerable Sector Checks, as applicable.
- Is not an excluded SDC Service Provider as set out in section 13.5, unless the exception in section 13.5 applies.
- Enters into an employment or service agreement with the Client or SDM that includes the terms for SDC Service Provider agreements set out in the SDC Template Agreement.

13.3 Specific Requirements for SDC Service Providers

13.3.1 Service Providers Who Provide Professional Services

Individuals

The Client or SDM shall not use SDC Funding to employ an individual to provide professional services unless the individual meets ALL of the following qualifications:

- The individual is at least 18 years old.
- The individual is registered and in good standing with their regulatory college.
- The individual maintains the amount of professional liability insurance required by their regulatory college.

Independent Contractors

The Client or SDM shall not use SDC Funding to purchase professional services from an independent contractor unless the independent contractor meets ALL of the following qualifications:

- The individual is at least 18 years old.
- The individual is registered and in good standing with their regulatory college.
- The individual maintains the amount of professional liability insurance required by their regulatory college.
- The individual pays WSIB Premiums for workplace insurance, where applicable.
- The individual pays both the employer and employee portions of CPP Contributions.

Service Provider Agencies

The Client or SDM shall not use SDC Funding to purchase professional services from a service provider agency unless:

- All individuals from the agency who are providing professional services are registered and in good standing with their regulatory college.
- The service provider agency pays ALL of the following:
 - EI Premiums.
 - CPP Contributions.
 - WSIB Premiums.
 - Statutory holidays, as applicable.
 - Vacation and benefits at a rate of at least 4% of base salary.

13.3.2 SDC Providers Who Provide Personal Support and Homemaking Services

Subject to the limitations set out below, the Client or SDM may obtain personal support and/or homemaking services from any individual, whether the individual has a PSW certificate or diploma.

Limitations:

The Client or SDM shall not use SDC Funding to obtain personal support and/or homemaking services from any individual unless the individual is at least 18 years of age, has valid CPR certification and the Client or SDM determines that the individual is capable of providing these services.

The Client or SDM shall not use SDC Funding to employ an individual to provide personal support and/or homemaking services or purchase these services from an independent contractor unless the individual or independent contractor maintains:

- at least \$2M in Commercial General Liability Insurance; and
- at least \$500,000 in Abuse Liability in relation to actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment (however, \$2M is the recommended amount).

The Client or SDM shall not use SDC Funding to purchase personal support and/or homemaking services from an independent contractor unless the independent contractor pays WSIB Premiums, where applicable.

The Client or SDM shall not use SDC Funding to purchase personal support and/or homemaking services from a service provider agency unless the agency pays ALL of the following:

- EI Premiums.
- CPP Contributions.
- WSIB Premiums.
- Statutory holidays, as applicable.
- Vacation and benefits at a rate of at least 4% of base salary.

13.3.3 Insurance Exception for SDC Providers Who Provide Personal Support and Homemaking Services

Exception: The LHIN may allow the Client or SDM to obtain personal support and/or homemaking services from an individual who does not have the required insurance specified above in section 13.3.2 if the LHIN is satisfied that the Client or SDM has demonstrated that ALL of the following requirements have been met:

- ✓ The Client or SDM prefers to receive personal support and/or homemaking services from an individual who does not wish to obtain the required insurance due to religious or cultural reasons.
- ✓ The LHIN has advised the Client or SDM to obtain independent professional advice about the risks of waiving the insurance requirements and has given the Client or SDM reasonable time to do so.

- ✓ The Client or SDM has confirmed to the LHIN in writing, in a form acceptable to the LHIN, that they willingly and voluntarily assume the risks of the service provider not having the requisite insurance.
- ✓ The Client or SDM has confirmed that the individual meets all of the other minimum qualification requirements for an employee or independent contractor providing personal support and/or homemaking services as set out in section 13.3.2. (i.e., the individual is at least 18 years of age, has valid CPR certification and the Client or SDM determines that the individual can provide these services).

The LHIN may, in its discretion, withdraw the approval at any time if the LHIN determines that the exception no longer applies. The LHIN's approval shall be included in the Client or SDM's SDC Template Agreement.

13.4 Police Vulnerable Sector Checks

A Police Vulnerable Sector Check (PVSC) is a type of police record check that is requested from police by a person or organization responsible for the well-being of a child or vulnerable person to whom an application is made for a paid or volunteer position that is one of trust or authority towards that child or vulnerable person.

In this context, a child is defined as a person who is under the age of 18 years. A vulnerable person is defined as a person who, because of their age, disability, or other circumstances, whether temporary or permanent, are (a) in a position of dependency on others; or (b) are otherwise at a greater risk than the general population of being harmed by a person in a position of authority or trust towards them.

Based on this definition, each Client in the SDC Program is, for the purposes of the SDC Program, considered to be a vulnerable person. The Client or SDM must require that every potential service provider, prior to being hired as an employee of the Client or SDM or retained as an independent contractor, apply for a PVSC and disclose the results to the Client or SDM.

In urgent situations, and at the Client or SDM's discretion, the Client or SDM may engage an SDC Service Provider on a temporary basis after the request for a PVSC has been submitted to a police force but before the results of the PVSC have been disclosed to the Client or SDM. In doing so, the Client or SDM assumes all risks related to engaging an SDC Service Provider prior to the results of the PVSC being disclosed to and reviewed by the Client or SDM.

In situations where the Client or SDM hires a service provider agency to provide SDC Services to a child or vulnerable person, the Client or SDM must ensure that the agency requires its service providers to have a PVSC.

In addition to applying for and disclosing the results of a PVSC to a Client or SDM, every SDC Service Provider hired by the Client or SDM as an employee or an independent contractor must also agree to promptly declare ALL of the following to the Client or SDM in writing:

- All offences with which they have been charged under the *Criminal Code of Canada*, *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) or federal legislation related to cannabis since the PVSC was done.
- The outcome of the charge.
- All offences referred to above that they have been convicted of since the PVSC was done.

13.5 Individuals Excluded from Being SDC Service Providers

Subject to the exception set out below, the Client or SDM shall not use SDC Funding to obtain SDC Services or bookkeeping services directly or indirectly from the following individuals:

- the SDM
- the Substitute Decision-Maker for Personal Care or Treatment
- an immediate member of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's family (as defined below); or
- a member of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's household (as defined below).

Publicly funded services are intended to supplement, not displace, the unpaid care delivered by immediate family/household members. The SDC Program also aims to reduce caregiver burden among family members and/or household members. In addition, family relationships may have an impact on the individual's ability to exercise appropriate and independent judgment in providing care and managing finances.

An "immediate member of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's family" means ANY of the following individuals:

- The Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's spouse or common-law partner.
- The Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's father or mother, or the spouse or common-law partner of the father or mother.
- The Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's child, or the child of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's spouse, or common-law partner.
- The spouse or common-law partner of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's child, or the spouse or common-law partner of the child of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's spouse, or common-law partner.
- The Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's grandchild or great-grandchild, or the spouse or common-law partner of a grandchild or great-grandchild.

- The Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s brother or sister, or the spouse or common-law partner of the brother or sister.
- The Client’s or SDM’s Substitute Decision-Maker for Personal Care or Treatment grandfather or grandmother, or the spouse or common-law partner of the grandfather or grandmother.
- The father or mother of the spouse or common-law partner of the Client, SDM or Substitute Decision-Maker for Personal Care or Treatment, or the spouse or common-law partner of the father or mother.
- The brother or sister of the spouse or common-law partner of the Client, SDM or Substitute Decision-Maker for Personal Care or Treatment, or the spouse or common-law partner of the brother or sister.
- The Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s uncle or aunt, or the spouse or common-law partner of the uncle or aunt.
- The Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s niece or nephew, or the spouse or common-law partner of the niece or nephew.
- The Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s cousin, or the spouse or common-law partner of the cousin.

A “member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s household” means any individual who resides with the Client, SDM or Substitute Decision-Maker for Personal Care or Treatment without financial or in-kind remuneration, on either a temporary or permanent basis.

Exception: The LHIN may, in its discretion, approve the Client or SDM to use SDC Funding to purchase services from or hire an individual who is an immediate member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s family or a member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s household if the LHIN is satisfied that the Client or SDM has demonstrated that ALL of the following requirements are met:

- The Client, or SDM, has attempted to find a potential service provider who is neither an immediate member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s family, nor a member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s household.
- The Client or SDM has considered all alternate support options, including Traditional Care.
- There is no appropriate and/or available potential service provider that is neither an immediate member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s family nor a member of the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s household that can meet the needs of the Client, as a result of at least ONE of the following reasons:
 - Nature, frequency or intensity of care required.
 - Unique scheduling needs.

- Communication needs.
- Language needs.
- Cultural needs, which may include customs, traditions, cultural values and/or beliefs that affect Client care.
- Rural or remote/isolated location of care.
- The family circumstances of the Client have been considered, and the risks of having services provided by the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's immediate family or household member, such as the impact on the individual's ability to exercise appropriate and independent judgment in providing care, are considered manageable.
- The Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's immediate family or household member:
 - is at least 18 years of age; and
 - undergoes a Police Vulnerable Sector Check (PVSC) in accordance with the requirements set out in section 13.4.
- The Client or SDM has confirmed that the individual meets all of the other minimum qualification requirements for an employee or independent contractor providing personal support and/or homemaking services as set out in section 13.3.2 (i.e. the individual is at least 18 years of age, has valid CPR certification and the Client or SDM determines that the individual is capable of providing these services).

Where a conflict occurs between these exceptions and the standards of practice prescribed by a regulatory health college of which the potential service provider is a member, the regulatory health college standards of practice under the *Regulated Health Professions Act, 1991* will take precedence.

The LHIN may, in its discretion, withdraw the approval at any time if the LHIN determines that the exception no longer applies. The LHIN's approval shall be included in the Client's SDC Template Agreement.

13.6 Temporary Amendments to Section 13.5, Exception

This section is in effect between June 8, 2020 and June 8, 2021. The further exception provided under this section will no longer apply after June 8, 2021.

During the COVID-19 pandemic, certain requirements that must be met for the LHIN to exercise its discretion to provide the exception set out in section 13.5 may not be operationally feasible.

Despite section 13.5 and section 13.3.3, the LHIN may, in its discretion and for the time period that this section is in effect, approve the Client or SDM to use SDC Funding to purchase services from or hire an individual who is an immediate member of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's family or a member of the Client's, SDM's or Substitute Decision-Maker for Personal Care or Treatment's household if the LHIN is satisfied that the Client or SDM has demonstrated that ALL of the following requirements are met:

- The Client or SDM has met ALL of the requirements in the exception set out in section 13.5 of the Program Specifications *except for* the requirements that:
 - the Client or SDM has demonstrated that the Client’s, SDM’s or Substitute Decision-Maker for Personal Care or Treatment’s immediate family or household member undergoes a Police Vulnerable Sector Check (PVSC) in accordance with the requirements set out in section 13.4; and
 - the Client or SDM has confirmed that for an employee or independent contractor providing personal support and/or homemaking services as set out in section 13.3.2:
 - the individual has valid CPR certification; and
 - the individual maintains:
 - at least \$2M in Commercial General Liability Insurance; and
 - at least \$500,000 in Abuse Liability in relation to actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment.
- The Client or SDM has confirmed, and the LHIN is satisfied, that the individual meets all of the other minimum qualification requirements for an employee or independent contractor providing personal support and/or homemaking services as set out in section 13.3.2 (i.e. the individual is at least 18 years of age, and the Client or SDM determines that the individual is capable of providing these services).
- The Client or SDM has confirmed that the individual is unable to obtain the required insurance specified in section 13.3.2 and the Client or SDM prefers to obtain personal support and/or homemaking services from this individual.
- The Client or SDM has confirmed to the LHIN in writing, in a form acceptable to the LHIN, that they willingly and voluntarily assume the risks of the service provider not having the requisite CPR certification, PVSC and insurance.
- The LHIN may, in its discretion, withdraw the approval at any time if the LHIN determines that the exception no longer applies. The LHIN’s approval shall be communicated in writing to the Client and/or SDM and shall be included in the Client’s SDC Template Agreement.

14. Employment Requirements of the Client or SDM

The Client or SDM who employs one or more SDC Service Providers shall comply with all legal obligations relating to employers, including those under the *Employment Standards Act, 2000*, the *Occupational Health and Safety Act*, the *Human Rights Code* and the *Workplace Safety and Insurance Act, 1997*. In particular, the Client or SDM shall do ALL of the following:

- Withhold and remit provincial and federal income tax (if the Client or SDM has hired an employee).
- Pay EI Premiums for the employer portion and withhold and remit the employee portion of EI.
- Make CPP Contributions for the employer portion and withhold and remit the employee portion of CPP.
- Pay WSIB Premiums, where applicable.
- Compensate the SDC Service Provider for statutory holidays, where applicable.
- Pay the SDC Service Provider who provides homemaking or personal support services at least \$16.50 per hour (the provincial minimum wage for Personal Support Workers (PSWs)) plus statutory benefits.

- Pay all SDC Service Providers 4% of their base pay in lieu of vacation and benefits.
- Provide notice of termination or pay in lieu of such notice in accordance with the *Employment Standards Act, 2000*.

15. SDC Bank Account

The Client or SDM shall do ALL of the following:

- Open a non-interest-bearing chequing account at a Schedule I Bank with which the Client or SDM has no other financial relationship. However, the LHIN may allow the Client or SDM to open the account in a Schedule 1 Bank with which the Client or SDM has a financial relationship if this requirement imposes undue hardship on the Client or SDM.
- The Client or SDM shall use the SDC Bank Account for the sole purpose of receiving and disbursing SDC Funding in accordance with the SDC Program Specifications and their SDC Template Agreement.
- The Client or SDM shall ensure that the SDC Bank Account meets ALL of the following requirements:
 - Is only in the Client or SDM's name. Only authorizes the Client or SDM to conduct any transactions.
 - Features access to monthly statements and historical transaction level detail.
 - Does not permit debit/credit card access for cash withdrawal purposes.
- Use ANY one or combination of these methods to pay SDC Service Providers for SDC Services:
 - Transfer funds from the SDC Bank Account to another bank account chosen by the SDC Service Provider by direct deposit or e-transfer.
 - Debit payment from the SDC Bank Account
 - Bank draft from the SDC Bank Account.
 - Cheque from the SDC Bank Account.
- Keep a record of each payment made from the SDC Bank Account.

16. Indemnity and Insurance Requirements of the Client or SDM

The Client or SDM shall be required under the SDC Template Agreement to indemnify the LHIN and the Ministry relating to any losses resulting from the enrolment of the Client and participation of the SDM, if applicable, in the SDC Program.

Under the SDC Template Agreement, the Client or SDM shall ensure that there is a minimum of \$2 million in third party liability insurance coverage under the tenant or homeowner insurance applicable to the location where the SDC Services are being provided (with an employed domestic/residence clause, where available) in case of loss or injury to the SDC Service Provider, or loss or injury to an individual as a result of the actions of the SDC Service Provider.

17. SDC Care Budget Plan

Subject to the limitations set out below, the LHIN shall prepare an SDC Care Budget Plan for each Client that the LHIN, in its discretion, has decided to enroll in the SDC Program. The SDC Care Budget Plan shall set out the SDC Services specified in the Client's Plan of Service that the LHIN, in its discretion, has decided to fund under the SDC Program, the number of hours and/or visits for each SDC Service, the maximum compensation rate(s) for each SDC Service and the approved total dollar amount for the SDC Services. The LHIN may, in its discretion, set different maximum compensation rates for the same SDC Service where necessary to accommodate the different compensation rates charged by SDC Service Providers who provide the same SDC Services.

The SDC Care Budget Plan must include funding for ALL of the following, as applicable:

- SDC Service Provider compensation, including the costs related to the Commercial General Liability Insurance and abuse liability insurance required for SDC Service Providers who provide personal support and/or homemaking services, as in section 13.3.2.
- All costs relating to the Client or SDM employment requirements set out in section 14, including the following:
 - WSIB Premiums.
 - CPP Contributions and EI Premiums.
 - Payment for statutory holidays.
 - Payments to SDC Service Providers in lieu of vacation and benefits at a rate of at least 4% of base pay.
- The provincial minimum wage for Personal Support Workers (PSWs) of \$16.50 per hour.

The SDC Care Budget shall not include an allocation for any applicable taxes. The Client or SDM shall report to the LHIN any payment made for applicable taxes and the LHIN shall provide SDC Funding to the Client or SDM for these taxes, if approved by the LHIN.

Limitations:

- a. Where the Client or SDM purchases services from an SDC Service Provider that is a service provider organization, the LHIN shall only provide SDC Funding based on a compensation rate that is the lesser of the SDC Service Provider's LHIN contract rate for the same service and the SDC Service Provider's private rate.
- b. The LHIN shall not set a compensation rate for Personal Support Workers (PSWs), or any person providing homemaking or PSW services, that is less than \$16.50 per hour.

The SDC Care Budget Plan and the Client's Plan of Service shall form part of the SDC Template Agreement. The LHIN shall amend the SDC Care Budget Plan for the Client from time to time in accordance with any revisions made to the Client's Plan of Service or revisions made to the hourly compensation rate of \$16.50 for personal support workers for the SDC Program by the Ministry.

The LHIN shall not create an SDC Care Budget Plan that includes SDC Funding for more SDC Services than outlined in the Client's Plan of Service. If the LHIN is simultaneously providing a portion of the same SDC service through the SDC Program and Traditional Care in the exceptional circumstances set out in section 11, the LHIN shall not provide more SDC Services in total through both models than outlined in the Client's Plan of Service.

The SDC Care Budget Plan must also note that SDC Funding will be provided for Eligible Expenses based on Appendix 5 and applicable taxes, if approved by the LHIN

18. Provision of SDC Funding to the Client or SDM

Section 18.1 General Requirements

The LHIN shall comply with ALL of the requirements set out in section 18 when providing SDC Funding to the Client or SDM.

The LHIN may, in its discretion, determine the requirements for LHIN funding and Client or SDM reporting relating to the provision of SDC Funding for SDC Services and Eligible Expenses. The LHIN shall include these requirements in the Schedules relating to SDC Services and SDC Eligible Expenses that form part of the Client's or SDM's SDC Template Agreement. The LHIN's discretion shall be subject to the following requirements and all the requirements set out in sections 18 and 19:

- The LHIN shall not provide SDC Funding to the Client or SDM until the Template Legal Agreement with the Client or SDM is fully executed.
- The LHIN shall inform the Client or SDM of the requirements relating to the LHIN funding and the Client or SDM reporting, including the types of documentation that the Client or SDM must submit to the LHIN, the information required and the timelines within which the documentation must be submitted to the LHIN.
- The LHIN shall provide to the Client or SDM any forms that must be completed and submitted by the Client or SDM as part of the documentation and ensure that the documentation can be submitted both in paper and electronically, based on Client or SDM preference.
- The LHIN shall provide SDC Funding to the Client or SDM at a minimum on a monthly basis, and on a timely basis, based on the documentation submitted by the Client or SDM relating to SDC Services and Eligible Expenses.
- The LHIN shall ensure that the SDC Funding includes funding for all of the items set out in section 17.
- The LHIN shall provide the Client or SDM with SDC Funding for the Eligible Expenses listed as items 1 through 6 in Appendix 5 in advance of those Eligible Expenses being incurred, if required upon enrollment.
- The LHIN shall ensure that all SDC Funding is consistent with the SDC Template Agreement.

- The LHIN shall only deposit SDC Funding into the Client’s or SDM’s SDC Bank Account.
- The LHIN shall comply with the Transfer Payment Accountability Directive and the Cash Management Directive.
- The LHIN shall require and retain Proof of Payment Documentation for all expenditures.
- The LHIN shall reconcile, at a minimum on a monthly basis, the Proof of Payment Documentation with the SDC Funding provided by the LHIN for SDC Services and Eligible Expenses.
- The LHIN shall reconcile, on an annual basis, the Proof of Payment Documentation with the SDC Funding provided by the LHIN for SDC Services and SDC Eligible Expenses, and adjust or recover any SDC Funding from the Client or SDM, if required, as a result of any reconciliations.

18.2 SDC Funding for SDC Services

This section applies to all SDC Services except the following professional services set out in section 8:

- a. Medical supplies and treatment equipment necessary to the provision of nursing services, occupational therapy services, physiotherapy services, speech-language pathology services or dietetics services.
- b. Diagnostic and laboratory services.

Subject to the minimum information requirements set out below, the LHIN shall determine ALL of the following requirements relating to the provision of SDC Funding for SDC Services:

- The Client or SDM schedule for reporting to the LHIN, including what period must be covered by each report and the deadlines for reporting.
- What documentation is required to be submitted by the Client or SDM to the LHIN.
- How the documentation must be submitted by the Client or SDM to the LHIN.
- When the LHIN will provide the SDC Funding.

The LHIN shall require, at a minimum, the following information from the Client or SDM regarding the provision of SDC Services:

- The time period for the SDC Services.
- The Client’s LHIN Billing Reference Number (BRN).
- The name of the SDC Service Provider and their college registration number, if the SDC Service Provider is a regulated health professional.
- Each SDC service provided (e.g. nursing, personal support services).
- The amount of care provided for each SDC Service (hours and/or visits).
- The date for each SDC Service.
- The compensation rate paid by the Client or SDM to the SDC Service Provider per unit of

care.

- The total funding amount requested from the LHIN.
- The Client or SDM's signature or other mark of approval.
- Proof of Payment Documentation (which may include invoices).

The LHIN shall require the Client or SDM to retain timesheets or similar supporting documentation relating to the provision of SDC Services and advise the Client or SDM that the LHIN may review this documentation as part of the administration of the SDC Program.

The LHIN shall review the documentation submitted by the Client or SDM and determine the amount of SDC Funding to provide to the Client or SDM based on the documentation and subject to the limitation set out below.

Limitation:

The LHIN shall determine the approved amount of SDC Funding to provide to the Client or SDM for the SDC Services based on the **lesser** of the following compensation rates:

1. The compensation rate(s) set out in the SDC Care Budget Plan of the SDC Template Agreement entered into by the Client or SDM and the LHIN for the SDC Service Provider(s).
2. The compensation rate(s) paid by the Client or SDM to the SDC Service Provider(s).

18.3 SDC Funding for SDC Eligible Expenses

Subject to the minimum information requirements set out below, the LHIN shall determine ALL of the following requirements relating to the provision of SDC Funding for SDC Eligible Expenses:

- The Client or SDM schedule for reporting to the LHIN, including the deadlines for reporting.
- What documentation is required to be submitted by the Client or SDM to the LHIN.
- How the documentation must be submitted by the Client or SDM to the LHIN.
- When the LHIN will provide the SDC Funding.

The LHIN shall require, at a minimum, the following information from the Client or SDM regarding SDC Eligible Expenses:

- The time period for the Eligible Expenses.
- The Client's LHIN Billing Reference Number (BRN).
- The type of SDC Eligible Expense (e.g. postage expenses, bookkeeping expenses) for which reimbursement is requested.
- The amount paid to the vendor by the Client or SDM.

- If LHIN pre-approval was required, the date and amount of the pre-approval.
- Proof of Payment Documentation.
- The Client or SDM's signature or other mark of approval.

The LHIN shall only provide SDC Funding to the Client or SDM for the SDC Eligible Expenses set out below and in Appendix 5 if the Client or SDM submits the required documentation. Appendix 5 shall form part of the SDC Template Agreement.

The LHIN shall review the submitted documentation and determine the amount of SDC Funding to reimburse the Client or SDM based on the documentation and subject to the limitations set out below.

Limitations:

1. Where pre-approval is required for the Eligible Expense as set out in Appendix 5, the LHIN shall only provide SDC Funding for the Eligible Expense if the Client or SDM received the required pre-approval prior to incurring the Eligible Expense.
2. The LHIN shall only provide SDC Funding to the Client or SDM for SDC Eligible Expenses based on the caps set out in Appendix 5 and the amount of any pre-approval by the LHIN.

The following are the SDC Eligible Expenses (see Appendix 5 for information regarding expenditure caps and pre-approval requirements):

1. Recruiting SDC Service Providers: costs directly related to recruiting SDC Service Providers under the SDC Program (e.g., for posting job ads).
2. Postage Expenses: costs directly related to sending SDC-related forms, letters, reports and other communications by mail.
3. Administrative Expenses: costs directly related to the SDC Bank Account (e.g., charges for payments, excluding charges incurred as a result of overdraft fees/penalties or cheques returned due to insufficient funds).
4. SDC Service Provider Onboarding: costs directly related to paying new SDC Service Providers during an onboarding period (e.g., for 'job shadowing' a more experienced SDC Service Provider).
5. Insurance: the incremental cost of increasing the homeowner's/tenant's third-party liability insurance coverage from \$1M to \$2M, up to a maximum of \$10/month or the cost of purchasing tenant's insurance, up to maximum of \$20/month.
6. Bookkeeping expenses: costs directly related to the provision of bookkeeping services, either on a regular or occasional basis, and related bookkeeping software for the SDC Program.
7. Printing costs: costs directly related to printing forms, letters, templates and related materials for the SDC Program.
8. Training: costs of upgrading SDC Service Provider skills in exceptional circumstances.
9. Payment in lieu of notice: costs related to termination of an SDC Service Provider.

These payments may be made by the Client or SDM up to 3 times a year but the LHIN shall not provide SDC Funding for more than a total of 8 weeks per year. The amount to be paid by the Client or SDM must be consistent with the *Employment Standards Act* (ESA).

10. Medical supplies and treatment equipment necessary to the provision of nursing services, occupational therapy services, physiotherapy services, speech language services or dietetics: costs of purchasing these medical supplies and treatment equipment. It is anticipated that the LHIN will purchase most, if not all, medical supplies and treatment equipment and provide it to the Client, including through a loan arrangement where appropriate.
11. Diagnostic and laboratory services: The cost of purchasing of diagnostic and laboratory services.
12. Capacity Assessment(s) under the *Substitute Decision Act, 1992* when performed by an Assessor.
13. Costs for Office of the Public Guardian and Trustee Forms 1 and 2.

18.4 Review and Reconciliation by the LHIN

In addition to the process the LHIN must have in order to review the documentation submitted by the Client or SDM and determine the amount of SDC Funding to provide to the Client or SDM as set out in sections 18.1, 18.2 and 18.3, the LHIN shall also:

1. reconcile, at a minimum on a monthly basis, the Proof of Payment Documentation with the SDC Funding provided by the LHIN for SDC Services and SDC Eligible Expenses;
2. reconcile, on an annual basis, the Proof of Payment Documentation with the SDC Funding provided by the LHIN for SDC Services and SDC Eligible Expenses; and
3. adjust or recover any SDC Funding from the SDC Client or SDM, if required as a result of any reconciliations.

The LHIN may, in its discretion, deduct any excess SDC Funding provided to the Client or SDM from future SDC Funding at a time determined by the LHIN. The LHIN shall clearly communicate the timing to the Client or SDM.

18.5 Reporting SDC Services

The LHIN shall record all SDC Services delivered to the Client with SDC Funding so that the LHIN and Ministry can include Clients in the SDC Program in the review and analysis of home care services.

19. Use of SDC Funding by the Client or SDM

The Client or SDM shall only use the SDC Funding to pay for SDC Service Providers and SDC Eligible Expenses in accordance with the requirements under the SDC Program Specifications and

their SDC Template Agreement.

The Client or SDM shall comply with ALL of the following requirements:

- The Client or SDM shall only use the SDC Funding for the types of SDC Services that are included in the Client's Plan of Service and the SDC Care Budget Plan in their SDC Template Agreement.
- Except in the circumstances set out in section 19.1, the Client or SDM shall not obtain more SDC Services than set out in their SDC Template Agreement.
- Except if permitted under the SDC Care Budget Plan in their SDC Template Agreement, the Client or SDM shall not obtain more SDC Services than set out in the SDC Service Maximums (see Appendix 2).

19.1 Reallocation of Hours of SDC Services and Purchase of Additional SDC Services

19.1.1. Reallocation of Hours of SDC Services

Subject to the limitations set out below, to address unexpected changes in health care needs, the Client or SDM may reallocate the approved hours and/or visits of SDC Service amongst the SDC Services within the Client's Plan of Service and SDC Care Budget Plan in their SDC Template Agreement for a period of up to two weeks without receiving prior approval from the LHIN. For example, a Client may require an increase in the amount of nursing services due to illness. In this situation, the Client or SDM may reduce the number of hours and/or visits allocated to personal support services and increase the number of hours and/or visits allocated for nursing services. The Client or SDM shall notify the LHIN of the reallocation as soon as possible.

Limitations:

The LHIN shall only provide SDC Funding for the reallocated SDC Services if:

- the Client or SDM provides an adequate explanation for the reallocation;
- the cost is within the funding allocation of the SDC Care Budget Plan; and
- the Client or SDM does not obtain more SDC Services than set out in the SDC Service Maximums (see Appendix 2).

19.1.2 Purchase of Additional SDC Services

With prior approval from the Care Coordinator, the Client or SDM may purchase more SDC Services than set out in the Client's Plan of Service and SDC Care Budget Plan in their Template Service Agreement prior to the adjustment by the LHIN of these documents in the SDC Template Agreement. Where the LHIN provides this approval, the LHIN shall provide additional SDC Funding to the Client or SDM for the additional SDC Services. Unless pre-approved by the Care Coordinator, the LHIN is not required to provide additional SDC Funding to the Client or SDM for

additional services.

19.1.3 LHIN Monitoring

The LHINs shall have the necessary mechanisms in place to monitor the reallocations of SDC Services and the purchase of additional SDC Services. The LHIN shall take into account any reallocations and purchase of additional services during the reassessment of the Client's care needs and determine if amendments to the Client's Plan of Service are necessary.

19.2 Payment of SDC Service Providers and Payment for Eligible Expenses

The Client or SDM shall not pay any SDC Service Providers or pay for any SDC Eligible Expenses in cash. The Client or SDM shall issue payments to the SDC Service Providers from their SDC Bank Account by cheque, bank draft, debit payment, e-transfer or direct deposit as set out in section 15. The Client or SDM shall issue payments to the SDC Eligible Expenses from their SDC Bank Account by cheque, bank draft, direct deposit, debit payment, or e-transfer, or issue payments by credit card.

The Client or SDM shall manage all financial paperwork related to obtaining SDC Services and purchasing Eligible Expenses, including paying SDC Service Providers and preparing and submitting the documentation required by the LHIN, based on the timelines established by the LHIN.

Clients or SDMs are strongly encouraged to obtain services from a bookkeeper to manage the financial paperwork and payment responsibilities set out in these SDC Program Specifications. As set out in section 18.3, bookkeeping expenses are SDC Eligible Expenses.

20. LHIN Reporting to the Ministry

The LHIN shall provide ALL of the following yearly reports to the Ministry:

- Number of enrolled Clients by program cohort.
- Expenditures by service category (PSS, RN, etc.).
- SDC Program expenditures.

The Ministry will provide guidance to the LHINs regarding the required format of reporting.

21. SDC Template Agreements

The Ministry will provide two SDC Template Agreements to the LHIN – one for use when a Client enters into the SDC Template Agreement and the other for use when an SDM enters into the SDC Template Agreement. The LHIN shall use the SDC Template Agreements, as amended from time to time by the Ministry. The LHIN shall not make any changes to the SDC Template

Agreements, apart from customizing headers and footers, amending Schedules and adding LHIN information, as necessary.

If there is more than one SDM, all of the SDMs that are authorized to do so must enter into the SDC Template Agreement with the LHIN.

In order to allow the LHIN to determine whether the Client or SDM is in compliance with their SDC Template Agreement, the Client or SDM shall provide to the LHIN any additional necessary documentation that the LHIN requires for the purposes of making this determination. These documents relate to, but are not limited to, the following:

- SDC Service Provider qualifications, e.g. a certificate of registration in the applicable health regulatory college.
- Police Vulnerable Sector Checks.
- Employment or service contracts entered into between the Client or the SDM and SDC Service Providers.
- SDC Service Provider training programs, including confirmation of SDC Service Provider attendance.
- Contingency plans to cover SDC Service Provider unavailability.
- Travel outside Ontario for children with complex medical needs.
- Insurance coverage requirements for Clients and SDC Service Providers
- Consents received by the Client or SDM from SDC Service Providers.
- Notes/reports of SDC Service Providers.

22. LHIN Responsibilities upon Termination of the SDC Template Agreement and Transition

Each LHIN shall establish a process for terminating an SDC Template Agreement and transitioning a Client to Traditional Care, if appropriate. Each LHIN shall comply with the process.

22.1 Clients Turning 18 Years of Age

The LHIN shall initiate discussions with each Client who is a Child and their SDM at least six months before the Client's 18th birthday. The purpose of these discussions is to determine if the Client (and their SDM, if applicable) is interested and eligible in continuing in the SDC Program, or whether termination of the Client or SDM's enrollment in the program and a transition to Traditional Care would be more appropriate.

The discussions may also inform the LHIN as to whether the Client wishes to enter into their own SDC Template Agreement after they turn 18 or intends to grant a Power of Attorney for Property or a Continuing Power of Attorney for Property and have an SDM enter into the Agreement on their behalf.

22.1.1 Where the Adult is Capable

Once they turn 18, Clients who are eligible to continue in a different SDC cohort may decide to

manage their own care under the SDC Program. A Client may do so by:

1. enrolling in the SDC Program, if eligible, and entering into a new SDC Client agreement with the LHIN; or
2. having an SDM act on their behalf, where the Client has granted a Power of Attorney for Property under the *Powers of Attorney Act* or a Continuing Power of Attorney for Property under the *Substitute Decisions Act, 1992* to the SDM, and where the SDM meets the criteria for participating in the SDC Program.

If, after turning 18, the Client wishes to exercise either of these options and provides consent, the LHIN may continue the enrolment of the Client in the SDC Program under the current SDC Template Agreement with the SDM for a period of up to twelve (12) months from the date the Client turns 18.

During this twelve (12) month period, the funding will continue until the Client enters into an SDC Client agreement with the LHIN, or the Client grants either a Power of Attorney for Property under the *Powers of Attorney Act* or a Continuing Power of Attorney for Property under the *Substitute Decisions Act, 1992* and the SDM enters into an SDC Template Agreement with the LHIN, where required.

22.1.2 Where the Client is not Capable

Where the current SDM for the Child has indicated to the LHIN that they will be taking steps to become appointed the Client's Guardian of Property under Part 1 of the *Substitute Decisions Act, 1992*, the LHIN may continue the enrolment of the Client in the SDC Program under the current SDC Template Agreement with the SDM for a period of up to twelve (12) months from the date the Client turns 18.

If Guardianship of Property is granted to the SDM within the twelve (12)-month period, the LHIN may continue the enrolment of the Client under the existing Agreement with the SDM.

If the LHIN determines that the Client and the Client's SDM, where applicable, will meet the eligibility criteria and enrolment requirements, the LHIN shall determine whether to continue to enroll the Client (and SDM, where applicable), whether to provide funding for some or all of the services in the Client's Plan of Service, and the amount of any funding to be provided. The LHIN shall make these decisions in accordance with the requirements set out in these SDC Program Specifications. If the LHIN decides to continue the enrolment, the LHIN shall only enroll the Client if the enrolment requirements set out in section 10 are met.

If the enrolment of the Client in the SDC Program is not going to continue, the LHIN shall support the transition of the Client to Traditional Care, or discharge them, as appropriate.

22.1.3 Ensuring a Seamless Transition

The LHIN shall ensure that the transition of the Client, whether to continue enrolment in the SDC Program or transition to Traditional Care, is completed in an expeditious manner in order to ensure that there are no gaps in the provision of funding under the SDC Program or provision of services under Traditional Care to the Client, as applicable.

As set out in section 5.2, the decisions of the LHIN are discretionary. However, it is anticipated that these Clients will be able to continue participating in the SDC Program after reaching the age of 18 years provided that:

- the SDC Program has worked well for the Client
- the Client or their SDM (where applicable), meet the eligibility criteria; and
- the Client or SDM (where applicable) meet the enrolment requirements.

23. Resolution Process and Appeal

The Ministry's Action Line and Independent Complaints Facilitators will be available to help to resolve any Client or SDM concerns with respect to the administration of the SDC Program.

In accordance with HCCSA, the LHIN must have a complaint process and the Client or SDM may appeal to the Health Services Appeal and Review Board (HSARB) the amount of service set out in the Client's Plan of Service. There are no other appeals to the HSARB related to decisions made by the LHIN relating to the SDC Program.

24. SDC Program Materials

The Ministry, with input from the LHINs, may develop other SDC Program materials. The LHIN shall provide a copy of any of these SDC Program materials upon enrollment, or if there is a change in the SDC Program, if they are relevant for the Client or SDM.

25. Evaluation

The Ministry will retain a program evaluator to conduct an evaluation process that will involve the collection and reporting of data by the LHIN to the program evaluator to enable, but not limited to, ALL of the following:

- Measurement and evaluation of Client and/or SDM satisfaction and experience, Client health outcomes, and value.
- Rapid cycle review and feedback exercises to support adjustments to the program, if required.
- Case studies and other evaluation exercises and/or processes.

The LHIN shall participate in the program evaluation and collect and report the data requested by the Ministry.

Appendix 1: Summary of the Direct Funding Model under Section 28.5 of HCCSA

1. The Minister may approve a LHIN to provide direct funding to or on behalf of a person to purchase the community services set out in the regulations.
2. The LHIN may only provide funding for those community services that are set out in the regulations.
3. Funding may only be provided for a person for whom the LHIN has developed a plan of service under section 22 of HCCSA.
4. The person may apply to the LHIN for the funding after the plan of service has been developed, and the LHIN may determine whether the person is eligible for funding in accordance with the Minister's approval of the LHIN to provide direct funding and the regulations, if any.
5. If the LHIN determines that the person is eligible to receive funding, the LHIN may provide the funding based upon the person's plan of service, and in accordance with the Minister's approval and the regulations, if any.
6. The LHIN shall, when it reviews and evaluates the person's plan of service under subsection 22 (2) of HCCSA, make any revisions to the funding that are appropriate in consequence. The person may make a complaint and appeal to the Health Services Appeal and Review Board relating to the decision by the LHIN respecting the amount of any community services to be included in the person's plan of service.
7. The LHIN may impose terms and conditions on the funding provided to or on behalf of the person to purchase the community services set out in the person's plan of service and may from time to time amend or remove the terms and conditions or impose new terms and conditions.
8. Only certain provisions of HCCSA, and the regulations made under HCCSA, apply to the LHIN when it provides direct funding. These provisions include section 22 of HCCSA which requires the LHIN to assess, determine eligibility, create a plan of service that sets out the amount of services to be provided, and reassess the client.
9. No action or other proceeding for damages or otherwise, other than an application for judicial review under the *Judicial Review Procedure Act*, shall be commenced against the Crown, the Minister, a local health integration network, any member, director or officer of a local health integration network, or any person employed by the Crown, the Minister or a local health integration network with respect to any act done or omitted to be done or any decision made under this section that is done in good faith in the execution or intended execution of a power or duty under this section.

Appendix 2: Summary of the Service Maximums set out in Regulation 386/99 under HCCSA for Homemaking and Personal Support Services, Nursing Services and School Health Services

NOTE: This is a summary of the service maximums in Regulation 386/99. This summary is accurate as of the Effective Date of the SDC Program Specifications. However, Regulation 386/99 may be amended from time to time. If there is any conflict between Regulation 386/99 and this summary, the Regulation prevails.

1. General

These SDC Service Maximums apply to the amount of services that the LHINs may include in a Plan of Service when the LHINs are providing home care services under Traditional Care or providing funding under the SDC Program.

2. Homemaking and Personal Support Service Maximums

The maximum amount of homemaking or personal support services or any combination of these services is 120 hours, in any 30-day period.

If a LHIN determines that extraordinary circumstances exist that justify the funding of additional services, the LHIN may, in its discretion, fund more than the maximum number of hours of homemaking and personal support services set out above to:

1. a person who is in the last stages of life;
2. a person who is awaiting admission to a Long-Term Care Home, has been placed on a waiting list by a placement coordinator, and is currently on that list;
3. a person with complex care needs*; or
4. any other person, for no more than 90 days in any 12-month period.

*A person with complex care needs is defined as “a person who as a result of their condition or circumstances requires:

- (a) health services on an intensive and frequent basis, or
- (b) health and social services, on an intensive and frequent basis”.

In addition, these homemaking and personal support service maximums do not apply when the LHIN is providing SDC Funding to a person with Acquired Brain Injuries.

3. Nursing Service Maximums

The maximum amount of nursing services is the lesser of the following:

- 150 visits to or from a registered nurse, a registered practical nurse or a registered

nurse in the extended class (nurse practitioners or NPs) in a 30-day period.

- The following number of hours of service in a 30-day period:
 - 230 hours of service, if the services are provided by either or both registered nurses (RNs) or nurse practitioners (NPs)
 - 284 hours of service, if the services are provided by registered practical nurses (RPNs), or
 - 258 hours of service, if the services are provided by:
 - both RNs and RPNs,
 - both RPNs and NPs or
 - all of RNs, RPNs, and NPs

If a LHIN determines that extraordinary circumstances exist that justify the provision of additional services, the LHIN may, in its discretion, fund more than the maximum amount of nursing services set out above to:

1. a person who is in the last stages of life;
2. a person who is awaiting admission to a Long-Term Care Home, has been placed on a waiting list by a placement coordinator, and is currently on that list;
3. a person with complex care needs*; or
4. any other person, for no more than 30 days in any 12-month period.

*A person with complex care needs is defined as “a person who as a result of their condition or circumstances requires:

- (a) health services on an intensive and frequent basis, or
- (b) health and social services on an intensive and frequent basis”.

4. Maximum Amount of School Health Professional Services

A LHIN that provides school health professional services to a person who is receiving satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act* shall not provide more than six hours of school health professional services a day to that person, five days a week.

5. Maximum Amount of School Health Personal Support Services

A LHIN that provides school health personal support services under this section to a person who is receiving satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act* shall not provide more than six hours of those services a day to that person,

five days a week.

Appendix 3: Eligibility Criteria under HCCSA for Professional, Personal Support, Homemaking and School Health Services

NOTE: This is a summary of the eligibility criteria in Regulation 386/99. This summary is accurate as of the Effective Date of the SDC Program Specifications. However, Regulation 386/99 may be amended from time to time. If there is any conflict between Regulation 386/99 and this summary, the Regulation prevails.

Homemaking Services

A LHIN can only provide homemaking services to a person if the following eligibility criteria are met:

1. The person must be an insured person under the *Health Insurance Act*.
2. The person,
 - a) must require personal support services along with the homemaking services,
 - b) must receive personal support and homemaking services from a caregiver who requires assistance with the homemaking services in order to continue providing the person with all the required care, or
 - c) must require constant supervision as a result of a cognitive impairment or acquired brain injury and the person's caregiver must require assistance with the homemaking services.
3. The place in which the homemaking services are to be provided must have the physical features necessary to enable the services to be provided.
4. The risk that a service provider who provides the homemaking services to the person will suffer serious physical harm while providing the services must not be significant or, if it is significant, the service provider must be able to take reasonable steps to reduce the risk so that it is no longer significant.

Personal Support Services

A LHIN can only provide personal support services to a person if the following eligibility criteria are met:

1. The person must be an insured person under the *Health Insurance Act*.
2. The place in which the services are to be provided must have the physical features necessary to enable the services to be provided.
3. The risk that a service provider who provides the services to the person will suffer serious physical harm while providing the services must not be significant or, if it is significant, the service provider must be able to take reasonable steps to reduce the risk so that it is no longer significant.

Professional Services

A LHIN can only provide professional services to a person if the person meets the following eligibility criteria:

1. The person must be an insured person under the *Health Insurance Act*.
2. The services must be necessary to enable the person to remain in his or her home or enable him or her to return home from a hospital or other health care facility.
3. The services must be reasonably expected to result in progress towards,
 - a. rehabilitation,
 - b. maintenance of functional status, or
 - c. palliation, in the case of a person who is in the last stages of life.
4. The place in which the services are to be provided must have the physical features necessary to enable the services to be provided.
5. The risk that a service provider who provides the services to the person will suffer serious physical harm while providing the services must not be significant or, if it is significant, the service provider must be able to take reasonable steps to reduce the risk so that it is no longer significant.
6. In the case of physiotherapy services,
 - (a) if the services are provided in the person's home, the person must be unable to access the services in a setting outside the home because of his or her condition, or
 - (b) if the services are provided in a congregate or group setting:
 - i. the person must be 65 years of age or older, or
 - ii. the person must have been recently discharged as an inpatient of a hospital and the services must be directly connected to the condition, illness or injury for which the person was admitted to the hospital.
7. In the case of respiratory therapy services, the person must be ventilator-dependent, have artificial airways or be receiving home oxygen services under the Assistive Devices Program administered by the Ministry.

School Health Professional Services for Home-Schooled Children

A LHIN can only provide school health professional services to a home-schooled child if the child meets the following eligibility criteria:

1. The child must be receiving satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act*.
2. The child must require the services in order to be able to receive satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act*.
3. The child must be an insured person under the *Health Insurance Act*.
4. The home in which the service is to be provided must have the physical features necessary to enable the service to be provided.
5. The risk that a service provider who provides the service to the person will suffer serious

physical harm while providing the service must not be significant or, if it is significant, the service provider must be able to take reasonable steps to reduce the risk so that it is no longer significant.

School Health Personal Support Services for Home-Schooled Children

A LHIN can only provide school health personal support services to a home-schooled child if the child meets the following eligibility criteria:

1. The child must be receiving satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act*.
2. The child must require the services in order to be able to receive satisfactory instruction at home in accordance with clause 21 (2) (a) of the *Education Act*.
3. The child must be an insured person under the *Health Insurance Act*.
4. The home in which the service is to be provided must have the physical features necessary to enable the service to be provided.
5. The risk that a service provider who provides the service to the person will suffer serious physical harm while providing the service must not be significant or, if it is significant, the service provider must be able to take reasonable steps to reduce the risk so that it is no longer significant.

Appendix 4: Complex Care Kids Ontario (CCKO)² Definition for Children with Complex Medical Needs

<p align="center">The Standard Operational Definition for Children with Medical Complexity Who Are the Focus of the CCKO Strategy</p>			
<p align="center">Under 18 years of age and meets at least one criterion from <u>EACH</u> of the following four conditions:</p>			
<p align="center">TECHNOLOGY DEPENDENT AND/OR USERS OF HIGH INTENSITY CARE</p>	<p align="center">FRAGILITY</p>	<p align="center">CHRONICITY</p>	<p align="center">COMPLEXITY</p>
<ul style="list-style-type: none"> • Child is dependent at least part of each day on mechanical ventilators, and/or child requires prolong intravenous administration of substances or drugs, and /or child is expected to have prolonged dependence on other device-based support, for example: tracheostomy tube care/artificial airway; suctioning; oxygen support, or tube feeding • Child has prolonged dependence on any other medical devices to composite for vital bodily functions, and requires daily or near daily nursing care, e.g., cardiorespiratory monitors; and or renal dialysis due to kidney failure; urinary catheters or colostomy bags plus substantial nursing care • Child is not technologically depended but has any chronic conditions that requires as great level of care as the above group such as: <ul style="list-style-type: none"> • children who, as a consequence of their illness, are completely physically dependent of others for activities of daily living at an age when they would not otherwise be so dependent • children who require constant medical of nursing (or delegate with competency) supervision or monitoring resulting from the complexity of their condition and/or the complexity of medical administration and/or the quantity of medication and therapy they receive. 	<ul style="list-style-type: none"> • The child has severe and/or life-threatening condition • Lack of availability and/or failure of equipment/technology or treatment places the child at immediate risk resulting in a negative outcome • Short-term changes in the child’s health status (e.g., an intercurrent illness) put them at immediate serious health risk • As a consequence of the child’s illness, the child remains at significant risk of unpredictable life-threatening deterioration, necessitating round-the-clock monitoring by a knowledge caregiver • Likely to experience exacerbation of chronic condition necessitating assessment by a health care professional in a timely manner. 	<ul style="list-style-type: none"> • The child’s condition is expected to last six more months • The child’s life expectancy is less than six months 	<ul style="list-style-type: none"> • Involvement of a least five healthcare practitioners/teams and health care services are delivered in at least three of the following location: home, school/nursing school; hospital’ children’s treatment center, community-based clinics (e.g., doctor’s office), other. • The family circumstances impede their ability to provide day-to-day care of decision making for a child with medical complexity. For example, the primary caregiver and/or the primary income source are at risk of not being able to complete their day-to-day responsibilities.

² Accessed from <https://www.pcmch.on.ca/health-care-providers/paediatric-care/complex-care-kids-ontario/ccko-resources/> on May 17, 2017, November 29, 2017, March 1, 2018 and October 29, 2019.

Appendix 5: Eligible Expenses and Caps

The Eligible Expense Caps listed below do not include applicable taxes. As set out in section 17, if approved, the LHIN shall provide SDC Funding to the Client or SDM for these taxes.

Expense	Cap and Restriction
1. Recruiting SDC Service Providers	\$40 monthly
2. Postage expenses	\$10 monthly
3. Administrative expenses relating to SDC Bank Account	\$30 monthly
4. Insurance	\$20 for tenant's insurance and \$10 for home owner's insurance monthly
5. Bookkeeping expenses	\$170 monthly
6. Printing costs	\$25 monthly
7. Training	The Client or SDM must receive written pre-approval from the LHIN prior to incurring any training costs. The LHIN shall set the pre-approved amount.
8. Payment in lieu of notice (costs related to termination of a SDC Service Provider)	Limit: These payments may be made by the Client or SDM up to 3 times per year but the LHIN shall not provide SDC Funding for more than a total of 8 weeks per year. The amount to be paid by the Client or SDM must comply with the <i>Employment Standard Act</i> (ESA).
9. SDC Service Provider onboarding	The Client or SDM must receive written pre-approval from the LHIN prior to incurring any SDC Service Provider onboarding costs. The LHIN shall set the pre-approved amount.
10. Medical supplies and treatment equipment	The Client or SDM must receive written pre-approval from the LHIN prior to incurring any costs relating to medical supplies and treatment equipment. The LHIN shall set the pre-approved amount.
11. Diagnostic and laboratory services	The Client or SDM must receive written pre-approval from the LHIN prior to incurring any diagnostic and laboratory costs. The LHIN shall set the pre-approved amount.
12. Capacity Assessment under <i>the Substitute Decision Act, 1992</i>	Up to \$2,000 when preformed by an Assessor.
13. Office of the Public Guardian and Trustee (Form 1 and Form 2)	\$382 plus HST