

Application for Home for Special Care (HSC) Licence and Agreement

Under the Homes for Special Care Act, R.S.O. 1990 c.H. 12

Notice to Applicants: HSC licence expires on December 31 of each year.

Instructions :

1. Complete Sections 1 and 2 of application form and sign and date Section 3 (Notice and Consents) and Section 4 (Agreement).
2. Renewal application must be received by December 31 of each year.
3. Attach documentation listed in Section 5.

If space is insufficient, attach additional sheet.

Section 1 - Type of Application

<input type="checkbox"/> New HSC Licence	Home Name	Proposed HSC Licensed Capacity	Total Bed Capacity
<input type="checkbox"/> Renewal of HSC Licence	Licence Number and Home Name R	Licensed HSC Capacity	Current # of HSC Tenants
	Total Bed Capacity	Total # of Tenants at present	# of Beds Funded under Other Government Programs

Section 2a - Applicant(s) Information

Applicant 1 Last Name		First Name	
Date of Birth YYYY MM DD	Social Insurance Number (SIN)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address Street Number	Street Name		Rural Route
City / Town		Province	Postal Code
Telephone Number	Cell Phone Number	Fax Number	Email Address

Applicant 2 Last Name		First Name	
Date of Birth YYYY MM DD	Social Insurance Number (SIN)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
Address Street Number	Street Name		Rural Route
City / Town		Province	Postal Code
Telephone Number	Cell Phone Number	Fax Number	Email Address

(Disponible en français)

Section 2b - Corporation Information *(complete this section if home is owned by a corporation)*

Ontario Corporation Number	Date of Incorporation YYYY MM DD	Place of Incorporation <input type="checkbox"/> Ontario <input type="checkbox"/> Other (specify)
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Section 2c - Home Information

Name of Home

Home Address

Street Number	Street Name	Rural Route	City / Town	Postal Code
Telephone Number	Fax Number	Email Address		

Mailing Address (if different from above)

Street Number	Street Name	Rural Route	City / Town	Postal Code
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Section 2d - Information on Who will be Residing in the Home

Will applicant(s) live in the home?

☐ Yes ☐ No

Will applicant's spouse live in the home?

<input type="checkbox"/> Yes <input type="checkbox"/> No	Name of spouse (last name, first name)	Spouse's Date of Birth YYYY MM DD
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Are there children at home?

<input type="checkbox"/> Yes <input type="checkbox"/> No	List age(s)	Total Number in Family
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Section 2e - List Other Homes for Special Care (HSCs) Owned by the Applicant(s)

Name of Home	Address	Licence Number

Is this home currently licensed, or has the home ever been licensed under any other act or by municipal authorities?

☐ Yes, name acts / municipality and provide particulars. ☐ No

Has/have the applicant(s) ever had a licence of any kind refused, cancelled or not renewed (including a Home For Special Care licence)?

☐ Yes, describe particulars below ☐ NoApplicant 1: ☐ Yes ☐ NoApplicant 2: ☐ Yes ☐ No

Has/have the applicant(s) ever been found guilty or been convicted of an offence under any law or are there any charges now pending? This includes where a conditional discharge or an absolute discharge has been ordered. If yes, describe below or attach full particulars on a separate signed and dated statement.

Applicant 1: ☐ Yes ☐ NoApplicant 2: ☐ Yes ☐ No

NOTICE OF COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

The personal information you provide on this form and in all other communications that relate to your previous and/or current application(s) for a licence, and for funding to operate a home for special care, is necessary for the proper administration of the Homes for Special Care program (the "program") and the *Homes for Special Care Act (HSC Act)*. The Ministry of Health and Long-Term Care (MOHLTC) will use this information to administer the program including assessing your application, funding your licensed home for special care, and administering the program pursuant to the Ministry's mandate under the *HSC Act*.

Administration includes: determining eligibility to become a Licensee; verifying information provided on applications; planning, delivering, evaluating and monitoring the program and services provided by Licensees; conducting audit, quality assessment and risk assessment activities; conducting inspections or investigations, in particular to assess quality of service; and determining compliance with the *HSC Act*, Regulation and Guidelines for the program.

APPLICANT'S CONSENT TO THE INDIRECT COLLECTION OF PERSONAL INFORMATION

I authorize the MOHLTC to collect indirectly personal information about me that is relevant to my application, my license, and the administration of the program, from hospitals, and from federal, provincial and municipal government authorities, including government agencies.

The MOHLTC will use the information you provide, or that it collects indirectly, for the purpose of administering the program, and may disclose the information to hospitals, other charitable organizations, auditors and other authorized persons it may arrange with to administer particular aspects of the program as described above.

If you have any questions about the collection or use of this personal information by the MOHLTC, you may contact the HSC Program Associate at 416 327-7039.

I/We consent to the collection of the information.

Signature of Applicant 1	Signature of Applicant 2
X	X
Print Name in Full	Print Name in Full
Date (yyyy/mm/dd)	Date (yyyy/mm/dd)

In consideration of the licence the Ministry issues to me, and the Funds it provides to me, I agree:

1. that, the following terms shall have the following meanings:

“Agreement” means the Application, including the terms and conditions contained in the Application and any attached schedules, the *Homes for Special Care Act (HSC Act)*, the Regulation and the HSC Operating Guidelines.

“Charitable Organizations” means the Charitable Organizations appointed by the Ministry pursuant to section 42 of the Regulation to assist in the inspection and supervision of accommodations and facilities in the Home and in the supervision of its Tenants.

“Event of Default” has the meaning set out in section 13.

“Force Majeure” means an event that is beyond the reasonable control of the Ministry or the Licensee and makes the performance of its obligations under the Agreement impossible, or so impracticable as to be reasonably considered impossible in the circumstances. Force Majeure includes: (a) infectious diseases, war, riots and civil disorder; (b) storm, flood, earthquake and other severely adverse weather conditions; (c) lawful act by a public authority; and (d) strikes, lockouts and other labour actions.

“Funds” means the money the Ministry provides to the Licensee pursuant to the Agreement.

“Home” means the licensed premises on which the Licensee provides Services.

“HSC Act” means *Homes for Special Care Act*.

“HSC Operating Guidelines” means the Operating Guidelines for Homes for Special Care dated November 2011, as amended and reissued by the Ministry from time to time.

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees and the Charitable Organizations.

“Licensee” means the owner of a Home who has been granted a licence by the Ministry to operate the Home.

“Notice Period” means the period of time the Ministry provides within which the Licensee may remedy an Event of Default.

“Regulation” means Regulation 636 (R.R.O. 1990) under the *Homes for Special Care Act*.

“Screening” means criminal reference checks commonly know as CPIC, and vulnerable sector screening, as that term is commonly understood in the community.

“Services” means the services and accommodation the Licensee provides for Tenants in the Home.

“Tenant” means a person living in, and receiving services in, a home for special care and referred to as a resident in the *HSC Act* and Regulation.

2. that the term of the Agreement shall commence on the date the Ministry issues a licence to the Licensee and shall expire when the licence expires unless terminated earlier pursuant to section 14.(i);
3. to provide Services;
4. to provide all Services in accordance with the *HSC Act*, the Regulation, the HSC Operating Guidelines, and all applicable Provincial laws and regulations, municipal by-laws and federal laws of Canada;
5. to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with Licensee's operation of the Home, the provision of Services or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry or the Charitable Organizations ;
6. to conduct Screening, and to update the Screening at the request of the Ministry, for any person the Licensee introduces into the Home for any purpose whatsoever, including for administrative or residential purposes, whether as an employee or not, (a “Person”) if that Person will have direct, unsupervised access to Tenants;

7. at the request of the Ministry, to update Screening as it relates to the Licensee;
8. pursuant to section 42 of the Regulation, to allow the Charitable Organizations to enter the Home for the purpose of inspecting and supervising the Home and the Services;
9. to keep and maintain:
 - (a) all financial records (including invoices) relating to the Funds or otherwise to the Services in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records related to the Funds or otherwise to the Services;
10. to allow the Ministry, its authorized representatives or an independent auditor identified by the Ministry to, at its own expense, upon 24 hours notice to the Licensee and during normal business hours, enter upon the Licensee's premises to review the expenditure of the Funds, as the expenditures relate to the Home and the provision of Services and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:
 - (a) inspect and copy the records and documents; and
 - (b) conduct an audit or investigation of the Licensee in respect of the expenditure of the Funds;
11. to assist in respect of the rights set out in section 10, the Licensee will disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be;
12. that no provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Licensee's records;
13. that each of the following events constitutes an Event of Default:
 - (a) in the opinion of the Ministry, the Licensee breaches any material term of the Agreement, including failing to do any of the following:
 - (i) provide Services in accordance with the terms and conditions of the Agreement;
 - (ii) obtain and maintain insurance as set out in the HSC Operating Guidelines;
 - (iii) maintain records in accordance with the HSC Operating Guidelines;
 - (iii) maintain confidentiality in accordance with the HSC Operating Guidelines; and
 - (iv) provide reports as set out in the HSC Operating Guidelines;
 - (b) the Licensee's Home changes such that it no longer meets one or more of the licence requirements or the eligibility criteria of the program under which the Ministry provides the Funds;
 - (c) the Licensee makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or Licensee is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Licensee ceases to operate; and/or
 - (e) an event of Force Majeure that continues for a period of 60 days or more;
14. that if an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:
 - (a) initiate any action the Ministry considers necessary in order to facilitate the successful provision of the Services;
 - (b) provide the Licensee with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Ministry determines appropriate;
 - (d) reduce the amount of the Funds;

- (e) cancel all further installments of Funds;
 - (f) demand the repayment of any Funds remaining in the possession or under the Licensee's control;
 - (g) demand the repayment of an amount equal to any Funds the Licensee used, but did not use in accordance with the Agreement;
 - (h) demand the repayment of an amount equal to any Funds the Ministry provided to the Licensee;
 - (i) cancel the licence and terminate the Agreement at any time, including immediately, upon giving notice to the Licensee; and/or
 - (j) refuse to renew the licence, which will result in the automatic termination of the Agreement at the time the licence expires;
15. that, if, in accordance with section 14.(b), the Ministry provides the Licensee with an opportunity to remedy the Event of Default, the Ministry shall provide notice to the Licensee of:
- (a) the particulars of the Event of Default; and
 - (b) the Notice Period;
16. that, if the Ministry has provided the Licensee with an opportunity to remedy the Event of Default pursuant to section 14.(b) and:
- (a) the Licensee does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Ministry that the Licensee cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Licensee is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry;
- the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.(a), (c), (d), (e), (f), (g), (h), (i) and (j);
17. that termination under section 14.(i) shall take effect as set out in the Ministry's notice to the Licensee;
18. despite any right the Ministry has under the Agreement, the Licensee will notify the Ministry or the Charitable Organization it generally reports to immediately if the Licensee believes it is in a situation that constitutes an Event of Default;
19. the rights the Ministry has under the Agreement are in addition to the rights the Ministry has under the *HSC Act*, the Regulation and the HSC Operating Guidelines; and
20. sections 5, 10, 11, 12, 19 and 20 will survive termination or expiry of the Agreement.

I assert that the information I provided for a Licence and for Funds is true and complete in every respect.

Signature of Applicant 1	Signature of Applicant 2
X	X
Print Name in Full	Print Name in Full
Date (yyyy/mm/dd)	Date (yyyy/mm/dd)

Section 5 - Attachments

Please attach the following documents to this application.

For new licence and agreement applications:

- (a) Criminal Reference Check (CPIC, including vulnerable sector screening) for the Licensee and the Licensee's spouse;
- (b) Credit check report;
- (c) Two references for each applicant from persons not related to the applicant;
- (d) Inspection report from the local fire department indicating that the Home meets fire safety standards in accordance with the *Fire Protection and Prevention Act*;
- (e) An inspection report from the local Public Health Unit indicating that the Home meets environmental standards in accordance with the *Homes for Special Care Act*, the *Health Protection and Promotion Act* and the *Smoke Free Ontario Act*;
- (f) A copy of a valid certificate of insurance;
- (g) A statement from the local municipality certifying that the home complies with local municipal by-laws.

For renewal licence and agreement applications:

- (a) Criminal Reference Check (CPIC, including vulnerable sector screening), when requested by the Ministry, for the Licensee and the Licensee's spouse;
- (b) Inspection report from the local fire department indicating that the Home meets fire safety standards in accordance with the *Fire Protection and Prevention Act*.