

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 1st day of April, 2022

BETWEEN:

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK, operating
as HOME AND COMMUNITY CARE SUPPORT SERVICES NORTH SIMCOE
MUSKOKA**

(hereafter the "LHIN")

- and -

HOSPICE GEORGIAN TRIANGLE

(hereafter the "Residential Hospice")

WHEREAS the North Simcoe Muskoka Community Care Access Centre (CCAC) and the Residential Hospice signed an Accountability Agreement dated as of July 31, 2014, (the "Original Agreement") and as amended by amending agreements dated September 2, 2014, April 16, 2015, July 16, 2015, July 16, 2015, and April 18, 2016, July 25, 2015, November 11, 2016, April 5, 2017, March 28, 2018, April 3, 2019, March 19, 2020, March 19, 2020, April 23, 2020, December 11, 2020, April 1, 2021, May 13, 2021, November 8, 2021, November 9, 2021 and February 14, 2022 (the "Amending Agreements") for the CCAC to provide funding to the Residential Hospice in accordance with the terms and conditions of the Accountability Agreement;

AND WHEREAS pursuant to the *Local Health System Integration Act, 2006*, the Minister of Health and Long-Term Care issued an order, dated April 3, 2017, pursuant to which all assets, liabilities, rights and obligations, and all records relating thereto, of the CCAC were transferred to the LHIN (the "Transfer Order"), including the Accountability Agreement. In accordance with the Transfer Order, the LHIN has assumed all of the rights and obligations of the CCAC pursuant to the Accountability Agreement;

AND WHEREAS in July 2021, each of the 14 Local Health Integration Networks registered new business names, "Home and Community Care Support Services". For clarity, the legal name of the 14 Local Health Integration Networks remains unchanged; the organizations now operate under a new business name.

AND WHEREAS the LHIN and the Residential Hospice have agreed to amend the Accountability Agreement as set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 - GENERAL

1.1 Rights and Obligations Under the Services Agreement

(1) Except as explicitly amended by this Amending Agreement, all rights and obligations of the LHIN and the Residential Hospice remain unchanged and continue in full force and effect under the Accountability Agreement. This Amending Agreement amends the Accountability Agreement in accordance with Section 3.2 thereof.

(2) For greater clarity, all amendments to the Accountability Agreement set out in this Amending Agreement, including any revision to Funding, shall take effect on the date of this Amending Agreement as first written above.

(3) For the purposes of this Amending Agreement, references in the Accountability Agreement to the CCAC shall refer to the LHIN.

ARTICLE 2 - AMENDMENTS TO THE AGREEMENT

2.1 Amendments to the Agreement

(1) Section 2.1.1 of the Accountability Agreement is amended by deleting the date of March 31, 2022 and replacing it with March 31, 2023.

(2) The Key Performance Indicator and Financial Reporting Template (Appendix C) of the Accountability Agreement is deleted and replaced in its entirety with the Key Performance Indicator and Financial Reporting Template (Appendix C) attached to this Amending Agreement as Attachment 1.

ARTICLE 3 - GENERAL

3.1 Governing Law

This Amending Agreement and any questions concerning its validity, construction or performance shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.2 Counterparts

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

3.3 Entire Agreement

This Amending Agreement constitutes the entire agreement between the parties named herein relating to the subject matter of this Amending Agreement. There are no representations, warranties or conditions, express or implied, with respect to the subject matter hereof except as herein specifically set out. This Amending Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

3.4 Electronic Signature

This Amending Agreement may be validly executed electronically, and the electronic signature of a Party is the legal equivalent of a manual signature.

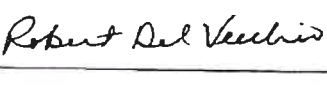
IN WITNESS WHEREOF the LHIN and the Residential Hospice have caused this Amending Agreement to be duly executed by their legally authorized representatives as of the date first written above.

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK,
operating as HOME AND COMMUNITY CARE SUPPORT SERVICES
NORTH SIMCOE MUSKOKA**

By: 

Name: Barbara Bell

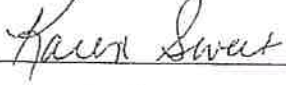
Title: Interim VP Contracts and Facilities

By: 

Name: Robert DelVecchio

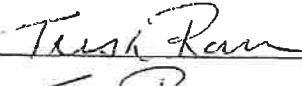
Title: Interim VP of Finance and Corporate Services

HOSPICE GEORGIAN TRIANGLE

By: 

Name: KAREN SWEET

Title: CHAIR PERSON

By: 

Name: Tresh Ram

Title: Executive Director

Attachment 1

APPENDIX C
 Key Performance Indicator and Financial Reporting Template
 LHIN Report-Key Performance Indicators
 2022-2023

Performance Indicator	1st Quarter end Apr - June 30	2nd Quarter end July - Sept 30	3rd Quarter end Oct - Dec 31	4th Quarter end Jan - Mar 31	Total YTD	Annual Target
Total nursing hours (direct care)						
Total personal support hours						
Total funding received						
Total amount of residential hospice funding spent on direct nursing services during the applicable reporting period						
Total amount of residential hospice funding spent on direct personal support services during the applicable reporting period						
If funding has been used against other serves, please add rows below and list expenses						
Balance (total LHIN funding – total health expenditure)						
Total funding to be returned to LHIN (at year end)						

APPENDIX B

Hospice Georgian Triangle

Detailed Funding and Billing Requirements

The total base funding for the Residential Hospice is **\$630,000.00**. An additional **\$32,325.12** base funding has been allocated to address PSW wage enhancement funding, and will be used to provide Personal Support Services in the Residential Hospice.

Additional funding provided effective April 1, 2020, in the amount of **\$420,000.00** is intended to deliver end-of-life respite care in four (4) beds at Hospice Georgian Triangle. End-of-life respite care is end-of-life care in a residential hospice for patients that may return home before their final days of life. This program is focused on end-of-life care clients only and is not intended to replace or duplicate services delivered in licensed long-term care homes.

The hospice must not operate more than the above-mentioned four (4) end-of-life respite beds in its facility without prior approval from the ministry. Typical end-of-life care (i.e. services for patients in their final days) may be delivered in these beds if they are not required for end-of-life respite care.

Eligibility for end-of-life respite care is restricted to patients who meet the following criteria:

- The person is eligible for nursing services under the *Home Care and Community Services Act*.
- The person must have an end-of-life home care designation (service recipient code 95) and a prognosis of less than six (6) months.
- The person needs to receive services in a residential setting, because:
 - The person requires a period of time in which to stabilize an exacerbation of life-limiting illnesses that puts her/him at risk of visiting an emergency room or hospital.

OR

- The person requires 24/7 nursing support, but has primary caretakers who are experiencing significant stress and need to be temporarily relieved from their responsibilities for their own personal well-being.
- The person must not have an anticipated discharge destination of a hospital or a long-term care home. If a patient's needs change over the course of their stay in the end-of-life respite program, discharges to other settings are not prohibited.
- Persons with anticipated lengths of stay greater than 14 days should not be admitted under normal circumstances.

If the Residential Hospice's total funding exceeds its total costs for Personal Support Services, the remaining funds may be applied to other costs of meeting the medical needs of patients and caregivers in Residential Hospices, including social work services, care coordination of services, medical supplies and equipment and training.

If the Residential Hospice uses any of these additional funds to cover costs other than Personal Support Services, it must include these details in its regular financial reports to the LHIN.

All funds must be spent by March 31 of each fiscal year. No carry forward of unspent funds is permissible. Unspent funds, and funds not used for the intended and approved purposes, are subject to recovery in accordance with the Ministry's year end reconciliation policy.

Supporting documentation may be requested at the discretion of the LHIN. Financial records of this allocation are to be maintained for year-end evaluation and settlement.

The funds will be transferred to the Residential Hospice by way of electronic funds transfer on a monthly-basis.

The Residential Hospice will be expected to maintain an average daily census of 80% of total beds.