

## **AMENDING AGREEMENT**

**North Simcoe Muskoka Local Health Integration Network  
operating as Home and Community Care Support Services North Simcoe  
Muskoka**

**Hospice Accountability Agreement**

**HOSPICE ACCOUNTABILITY AGREEMENT  
AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** is made as of the 10th day of April, **2023**

**B E T W E E N**

***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 “Service Provider”)

**WHEREAS:**

1. The North Simcoe Muskoka Community Care Access Centre (“CCAC”) and the Service Provider entered into an agreement, dated July 31, 2014 (the “Accountability Agreement”), as amended by amending agreement dated September 2, 2014, April 16, 2015, July 16, 2015, July 16, 2015, 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, February 14, 2022, April 1, 2022, May 17, 2022, September 29, 2022, September 30, 2022, and March 1, 2023 pursuant to which the Service Provider agreed to provide certain services to the CCAC in accordance with the terms and conditions of the Accountability Agreement;
2. 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.
3. The LHIN and the Service Provider have agreed to amend the Accountability Agreement as set forth in this Amending Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the LHIN and the Service Provider agree as follows:

**ARTICLE 1 - GENERAL**

**1.1 Rights and Obligations Under the Accountability Agreement**

(1) Except as explicitly amended by this Amending Agreement, all rights and obligations of the LHIN and the Service Provider 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, all 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) The Accountability Agreement is amended by deleting Section 2.1.1 in its entirety and replacing it with the following:

2.1.1 This Agreement becomes effective on the date on which the last person signs it and will remain in full force and effect until March 31, 2024, unless it is terminated earlier in accordance with the provisions of Section 14.0 or subsection 10.1.2.

(2) The Accountability Agreement is amended by deleting Appendix C in its entirety and replacing with a new Appendix C in the form attached as Schedule A to this Amending Agreement.

## **ARTICLE 3 - GENERAL**

### **3.1 Governing Law**

(1) 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**

(1) 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.

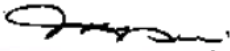
### **3.3 Entire Agreement**


(1) 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.

*[Signature Page Follows]*

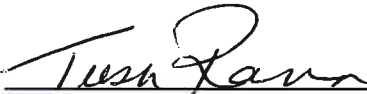
**IN WITNESS WHEREOF** the LHIN and the Service Provider have caused this Amending Agreement to be duly executed by their duly authorized representatives as of the date first written above.

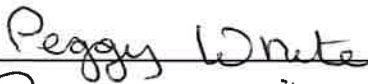
**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK, operating as HOME AND COMMUNITY CARE SUPPORT SERVICES NORTH SIMCOE MUSKOKA**

By:   
Name: Michelle Nurse  
Title: Vice President, Contracts

By:   
Name: Heidi Maanselka  
Title: Interim Vice President, Finance

**HOSPICE GEORGIAN TRIANGLE**

By:   
Name: Trish Rawn  
Title: Executive Director.

By:   
Name: Peggy White  
Title: Chair of the Board

**Schedule A**

**APPENDIX C**

**Key Performance Indicator and Financial Reporting Template**

**LHIN Report-Key Performance Indicators**

**2023-2024**

Performance Indicator	1st Quarter end Apr - June 30	2 <sup>nd</sup> 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)						