

HOSPICE ACCOUNTABILITY AGREEMENT

This agreement ("**Agreement**") dated the 01 day of April, 2025

BETWEEN:

ONTARIO HEALTH ATHOME

(hereinafter "**OH atHome**")

- and -

HOSPICE GEORGIAN TRIANGLE

(hereinafter the "**Hospice**")

WHEREAS:

1. OH atHome is a Crown agency continued under the *Connecting Care Act, 2019*.
2. OH atHome is engaged in the provision of community health care services to individuals who are determined by OH atHome to be eligible to receive such services.
3. The Hospice provides palliative care to eligible patients in a residential, community-based or hospital care setting.
4. OH atHome wishes to provide funding to the Hospice on the terms and conditions set out in this Agreement to enable the provision of services by the Hospice.
5. The Parties wish to set out the operational, accountability, financial and reporting relationships between OH atHome and the Hospice with respect to such funding.

NOW THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, OH atHome and the Hospice agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

- (1) In this Agreement, the following capitalized terms wherever used have the following meanings:
 - (a) "**Agreement Term**" has the meaning set out in Section 3.3(1).
 - (b) "**Applicable Law**" means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgement, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation and, for the purpose of clarity, includes a policy or direction of the Ministry.

- (c) **"Business Day"** means any day, except a Saturday, Sunday or any day that is a statutory or civic holiday observed in Ontario.
- (d) **"Caregiver"** means any individual who is responsible for the care of a Patient and who provides care to the Patient without remuneration, and includes the Patient's substitute decision-maker as defined in the *Health Care Consent Act, 1996*.
- (e) **"College Standards and Guidelines"** means the standards, guidelines, procedures, policies, manuals and any other documentation produced and endorsed by a regulated health professional's college, as amended from time to time, applicable to the type of Services being provided by the Hospice and includes, for clarity, the standards guidelines, policies, manuals, and any other documentation produced and endorsed by the Ontario College of Pharmacists.
- (f) **"Confidential Information"** means any and all material, data, information or any item in any form, including intellectual property rights, relating to the operations or management of either Party or its affiliates and any Patient Information. Confidential Information does not include information or data (other than Patient Information), that:
 - (i) is or becomes publicly available through no fault of the other Party;
 - (ii) is already in the rightful possession of the other Party prior to its receipt from the disclosing Party;
 - (iii) is independently developed by the other Party; or
 - (iv) is rightfully obtained by the other Party from a third party without breach of any confidentiality restrictions.
- (g) **"Effective Date"** has the meaning set out in Section 3.1(1).
- (h) **"End Date"** has the meaning set out in Section 3.2(1).
- (i) **"Funding"** means the funding received by OH atHome from the Ministry or its agent to fund the provision of Services by the Hospice.
- (j) **"Indemnified Parties"** has the meaning set out in Section 9.1(1).
- (k) **"Initial Agreement Term"** has the meaning set out in Section 3.3(1).
- (l) **"Losses"** means any and all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts or other proceedings of any kind or nature, costs and expenses (including reasonable legal fees and disbursements).
- (m) **"Ministry"** means the Ontario Ministry of Health or its successor.
- (n) **"Notice"** has the meaning set out in Section 10.2(1).

- (o) **"Patient"** means any individual determined by OH atHome to be eligible to receive Services from the Hospice.
- (p) **"Patient Information"** means, with respect to identifiable Patients, personal information, in any form, whether recorded or not, including personal health information as defined in the *Personal Health Information Protection Act, 2004* with respect to such Patients.
- (q) **"Parties"** means each of OH atHome and the Hospice and **"Party"** means one of them.
- (r) **"Patient Record"** has the meaning set out in Section 8.3(1).
- (s) **"Service Delivery Location"** means:

HOSPICE GEORGIAN TRIANGLE

240 ERIE STREET
COLLINGWOOD, ON L9Y 08X
- (t) **"Services"** means the provision of nursing and personal support services to support the operation of Hospice beds, for Patients, as more particularly described in Schedule 1 (Services), but does not include housekeeping services, administrative or overhead costs, or any other services that are offered by the Hospice.
- (u) **"Hospice Personnel"** means individuals employed, retained by, or acting on behalf of the Hospice or subcontractors of the Hospice.

1.2 Interpretation

- (1) Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and mean "including without limitation" or "includes without limitation", as the case may be. The word "or" is used in its inclusive sense, meaning A or B, or both A and B; and the word "and" is used in its joint sense, meaning A and B, but not either alone. The headings do not form part of this Agreement. They are for convenience of reference only and do not affect the interpretation of this Agreement. Any reference in this Agreement to an enactment is deemed to be a reference to that enactment, and to the regulations made under that enactment, as amended or re-enacted from time to time.

1.3 Schedules

- (1) The following schedules and appendices form part of this Agreement and are hereby incorporated by reference:
 - (a) Schedule 1 – Services
 - (b) Schedule 2 – Funding
 - (c) Appendix A – Finance and Performance Reporting Template

- (d) Appendix B – Key Performance Indicator Reporting Template
- (e) Appendix C – Form of Permanent Wage Enhancement Compliance Attestation

ARTICLE 2 - SERVICES

- (1) The Hospice shall carry out the Services in accordance with the terms and conditions of this Agreement.
- (2) During the Agreement Term, the Hospice shall devote such time and attention to the performance of the Services as is necessary for the proper and effective exercise of its obligations under this Agreement.
- (3) The Hospice shall obtain the necessary consents from each Patient required for the delivery of the Services applicable to that Patient in order to comply with the Applicable Law and, as required, the applicable College Standards and Guidelines. Where applicable, a Patient's consent may be provided by an authorized substitute decision maker in accordance with Applicable Law.
- (4) The Hospice shall perform the Services at the Service Delivery Location.

ARTICLE 3 - TERM AND TERMINATION

3.1 Effectiveness of Agreement

- (1) This Agreement shall come into force and effect on the date set out in the recitals (the "**Effective Date**").

3.2 Expiration of Agreement

- (1) This Agreement shall end on March 31, 2026 unless terminated earlier pursuant to this Article 3 or, if applicable, renewed pursuant to Section 3.4 (in all cases, the "**End Date**").

3.3 Agreement Term

- (1) The term of this Agreement, which shall be a term commencing on the Effective Date and ending on the End Date, together with any renewal term, is referred to in this Agreement as the "**Agreement Term**". The original term of the Agreement (from the Effective Date to the original End Date) is referred to in this Agreement as the "**Initial Agreement Term**".

3.4 Renewal of the Agreement

- (1) OH atHome and the Hospice may, upon their mutual agreement in writing, renew this Agreement on the expiration of the Initial Agreement Term or the then-current Agreement Term for a further period of 12 months. To facilitate such renewal, the Parties shall keep each other informed as to their intentions regarding renewal, and in the case of OH atHome, any expectations regarding ongoing funding.

3.5 Termination for Convenience

- (1) Either Party, without prejudice to any other rights or remedies it may possess, may terminate this Agreement for any reason by giving the other Party a notice of termination for convenience at least 6 months prior to the effective date of termination.

3.6 Termination for the Hospice's Default

- (1) OH atHome, without prejudice to any other rights or remedies it may possess may terminate the Agreement, in whole but not in part, on the occurrence of any of the following circumstances:
 - (a) the Hospice becomes insolvent or is unable to pay its debts; the Hospice enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country; or the Hospice has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement;
 - (b) OH atHome receives a notice of requirement to pay from the Canada Customs and Revenue Agency or any other taxation authority; or
 - (c) the Hospice:
 - (i) has abandoned this Agreement;
 - (ii) uses or expends any Funding for any purpose other than those set out in this Agreement as authorized by OH atHome; or
 - (iii) is in material breach or default of any material provision or material obligation of this Agreement.
- (2) If OH atHome terminates this Agreement pursuant to Section 3.6(1)(c)(ii), OH atHome may, in addition to all other rights conferred upon it under this Agreement or in law or at equity, require the Hospice to immediately pay to OH atHome an amount equal to the funds used, spent or retained by the Hospice for the purposes not previously authorized or agreed to by OH atHome.

3.7 Termination for OH atHome's Default

- (1) The Hospice, without prejudice to any other rights or remedies it may possess, may terminate the Agreement in the following circumstances:
 - (a) if OH atHome becomes insolvent or is unable to pay its debts; enters into or files a petition, arrangement, application, action or other proceeding seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets and relief or protection under the bankruptcy laws of Canada or

any similar laws of Canada or any province of Canada or any other country; or has proceedings seeking the appointment of a trustee or liquidator of or a receivership for all or a substantial part of its assets under the bankruptcy laws of Canada or any similar laws of Canada or any province of Canada or any other country commenced against it which are not terminated or dismissed within 90 days of such commencement; or

- (b) OH atHome:
 - (i) has abandoned the Agreement; or
 - (ii) is in material breach or default of any material provision or material obligation under the Agreement.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of OH atHome

- (1) OH atHome represents, warrants and covenants to the Hospice as follows and acknowledges that the Hospice is relying upon such representations, warranties and covenants in entering into this Agreement and performing its obligations under this Agreement:
 - (a) OH atHome is a corporation incorporated under the laws of the Province of Ontario and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
 - (b) OH atHome has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;
 - (c) this Agreement has been duly executed and delivered by OH atHome and is a legal, valid and binding obligation of OH atHome, enforceable against it by the Hospice in accordance with its terms;
 - (d) neither the execution and delivery by OH atHome of this Agreement nor the performance by it of its obligations under this Agreement will result in a violation of:
 - (i) its by-laws or any resolution passed by its board of directors; or
 - (ii) any Applicable Law, including the *Connecting Care Act, 2019*; and
 - (e) there is no requirement for OH atHome to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation by OH atHome of the transactions contemplated by this Agreement.

4.2 Representations and Warranties of the Hospice

- (1) The Hospice represents, warrants and covenants to OH atHome as follows and acknowledges that OH atHome is relying upon such representations, warranties and covenants in entering into this Agreement and performing its obligations under this Agreement:
- (a) the Hospice is a legal entity legally established under the laws of its jurisdiction and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
 - (b) the Hospice has taken all necessary actions to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;
 - (c) this Agreement has been duly executed and delivered by the Hospice and is a legal, valid and binding obligation of it, enforceable against it by OH atHome in accordance with its terms;
 - (d) neither the execution and delivery by the Hospice of this Agreement nor the performance by it of its obligations under this Agreement will result in a violation of:
 - (i) its constating documents or by-laws or any resolution passed by its board of directors or members or shareholders; or
 - (ii) any Applicable Law;
 - (e) the Hospice has and shall at all times have the right to perform all of its obligations to OH atHome set out in this Agreement;
 - (f) there is no requirement for the Hospice to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation by the Hospice of the transactions contemplated by this Agreement;
 - (g) the Hospice is an established provider of health care services, and has, and will have, the skills, qualifications, expertise and experience necessary to perform and manage the Services in accordance with the prevailing best practices in the community health care industry;
 - (h) the Hospice holds and will continue to hold throughout the Agreement Term all municipal, provincial or federal licences, approvals and permits required to perform its obligations hereunder, and all Hospice Personnel who provide Services are duly qualified to provide such Services, in accordance with the Applicable Law; and
 - (i) the Hospice is under no current obligation or restriction, nor will it knowingly assume any such obligation or restriction that does or would in any way interfere

or conflict with, or that does or would present a conflict of interest concerning the performance to be rendered, or the rights granted, under this Agreement.

- (2) The Hospice covenants and agrees to take all steps necessary to cause each of its representations and warranties contained in this Agreement to remain true and correct throughout the Agreement Term.
- (3) The representations and warranties expressed in this Agreement are in addition to all other warranties express or implied by statute or otherwise and are in addition to all obligations or liabilities on the part of the Hospice arising out of, or in connection with, the performance of its obligations under this Agreement.

ARTICLE 5 - FINANCIAL ARRANGEMENTS

5.1 Funding

- (1) Subject to Section 5.1, OH atHome shall provide the Funding to the Hospice in accordance with Schedule 2 (Funding).
- (2) The Hospice acknowledges and agrees that this Agreement is expressly subject to OH atHome's receipt of Funding. Accordingly, in the event that the Funding is reduced or terminated by the Ministry or its agent, OH atHome shall be entitled to terminate this Agreement. If the Ministry or its agent decreases or terminates the Funding, OH atHome
 - (a) will make reasonable efforts to provide transition services to the Hospice, as practicable and to the extent that appropriate funding is made available to OH atHome for such purpose; and
 - (b) in the case of Funding decrease, may, in its sole discretion, propose amendments to this Agreement for consideration by the Hospice to address the decrease in Funding.
- (3) The Hospice shall provide financial reporting to OH atHome in accordance with Schedule 2 (Funding).

5.2 PSW Wage Enhancement

- (1) In accordance with direction provided by the Ministry to OH atHome, to the extent that O. Reg. 413/22 (Personal Support Workers and Direct Support Workers) under the *Supporting Retention in Public Services Act, 2022* ("**SRPSA**") applies to the Hospice, the Hospice shall comply with all requirements of the SRPSA, including all terms and conditions of the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program (the "**Program**"), accessible at: <https://www.ontario.ca/page/personal-support-workers-and-direct-support-workers-permanent-compensation-enhancement-program> and <https://www.ontario.ca/fr/page/programme-damelioration-permanente-remuneration-preposes-aux-services-soutien-personnel-preposes-aux-soins-directs>. The Hospice shall use the Funding in a manner that would not contravene the SRPSA.

- (2) In addition to any other information requested by OH atHome, the Hospice shall complete and provide to OH atHome a copy of the Permanent Wage Enhancement Compliance Attestation, in the form attached as Appendix C, on or before May 31 of each year of the Agreement Term.
- (3) In 2014, the Ministry issued a Directive entitled "Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement" with three subsequent addenda, a 2014 Directive Addendum regarding Self-Managed Care; Adult Day; Caregiver Support Respite; a 2015 Directive Addendum that was effective April 1, 2015, and a 2016 Directive Addendum that was effective April 1, 2016 (collectively, the "**2014-16 PSS Wage Enhancement Directive**"). For certainty, the Funding does not amend, alter or otherwise impact the applicability of, or the requirements set out in, the 2014-16 PSS Wage Enhancement Directive.

5.3 Withholdings, Remittances, Etc.

- (1) The Hospice shall be solely responsible for doing or ensuring the withholding, collection or payment of any and all taxes, source deductions, premiums, contributions and remittances of any nature, including any interest or penalties or other amounts, to any applicable governmental authorities, arising from any payments made by OH atHome to the Hospice or from any payments made by the Hospice to any Hospice Personnel, and OH atHome shall not be responsible for doing or ensuring any such withholding, collection or payment. The Hospice shall keep OH atHome indemnified from and against any Losses whatsoever which OH atHome may suffer or incur as a result of the Hospice's failure to comply with its obligations hereunder.

ARTICLE 6 - HOSPICE OBLIGATIONS

6.1 Compliance with Law

- (1) The Hospice shall comply at all times with Applicable Law.
- (2) This Agreement shall not affect, modify or interfere with the responsibilities of either OH atHome or the Hospice under Applicable Law.

6.2 Hospice Personnel

- (1) The Hospice shall provide Hospice Personnel that possess the training and qualifications required by Applicable Law and the College Standards and Guidelines and that are competent and capable of carrying out the Services in accordance with this Agreement.
- (2) Any Hospice Personnel who deliver personal support services under this Agreement shall possess the skills, qualifications and training in compliance with the most current Ontario Health Palliative Care Quality Standards and, to the extent they are not inconsistent with the foregoing, the most current published Community Hospice Standards for care recommended by Hospice Palliative Care Ontario and the Norms of Practice developed by the Canadian Hospice Palliative Care Association.

- (3) Any Hospice Personnel who deliver nursing services under this Agreement shall possess the following training and qualifications:
- (a) duly qualified and registered to practice nursing in Ontario;
 - (b) a certificate or registration for a registered nurse or registered practical nurse, from, and is in good standing with, the College of Nurses of Ontario; and
 - (c) is in compliance with all Applicable Law relating to the practice of nursing in Ontario.

6.3 News Releases

The Hospice shall not issue any publicity or news release or otherwise respond to or contact any member of the media pertaining to this Agreement without the prior written consent of OH atHome. Notwithstanding the foregoing, the Hospice may refer to it being an OH atHome funded Hospice in connection with routine advertising or fundraising.

ARTICLE 7 - REPORTING REQUIREMENTS

7.1 Finance and Performance Reports

- (1) The Hospice shall prepare and submit to OH atHome finance and performance reports, using the template provided in Appendix A, within 30 days after the end of each month and will include the following information:
- (a) total Funding received from OH atHome during the applicable reporting period;
 - (b) total amount of OH atHome Funding spent on direct nursing services during the applicable reporting period;
 - (c) total amount of OH atHome Funding spent on direct personal support services during the applicable reporting period;
 - (d) the variance between total Funding received and total amount spent on nursing and personal support services;
 - (e) total hours of direct nursing services purchased using OH atHome Funding;
 - (f) total hours of direct personal support services purchased using OH atHome Funding;
 - (g) percentage of total program costs funded by OH atHome;
 - (h) average number of nursing service hours per Patient;
 - (i) average number of personal support service hours per Patient; and
 - (j) total number of Patients served during the applicable reporting period.

7.2 Key Performance Indicator Monitoring Reports

- (1) The Hospice shall prepare and submit to OH atHome a key performance indicator monitoring report, using the template provided in Appendix B, for each Service Delivery Location within 30 days after the end of each quarter and will include the following information:
 - (a) number of Patients served by diagnosis (malignant / non-malignant) during the applicable reporting period;
 - (b) average length of stay in the Hospice in days;
 - (c) average occupancy rates;
 - (d) number and type of Patient or Caregiver complaints related to nursing services; and
 - (e) number and type of Patient or Caregiver complaints related to personal support services.
- (2) The Hospice shall prepare and submit to OH atHome within 30 days after the end of the fiscal year a summary of the results of formal and informal surveys of Patient or Caregiver satisfaction, and any follow-up to such surveys.

7.3 Ad Hoc Reports

- (1) From time to time, OH atHome may reasonably request that the Hospice provide information or reports relating to the Hospice's use of Funding or provision of Services, in addition to the information required in Sections 7.1 and 7.2, which the Hospice shall provide to OH atHome within 10 Business Days (or such longer period as OH atHome may specify in writing) after receipt of such request from OH atHome. Such information or reports shall be in a format specified by OH atHome, acting reasonably.

7.4 Obligation to Consult and to Provide Effective Communication

- (1) OH atHome and the Hospice recognize that the timely exchange of information and consultation is essential to the success of discharging their respective responsibilities.
- (2) The Parties agree that:
 - (a) the Hospice shall immediately advise OH atHome, where possible, of issues or events, including contentious matters, which concern or can reasonably be expected to concern OH atHome in the exercise of OH atHome's responsibilities; and
 - (b) OH atHome and the Hospice shall meet as required to discuss issues relating to the accountability and reporting responsibilities that have been set out in this Agreement, or any other matters of mutual interest.

- (3) Upon OH atHome's request, the Hospice shall promptly provide clarification on or additional information with respect to information in any report or notice provided by it to OH atHome hereunder.

7.5 Records and Audits

- (1) The Hospice shall keep and maintain separate books of account and financial records, including copies of all payments issued to Hospice Personnel, respecting the administration of all amounts paid in respect of the provision of Services funded by OH atHome under this Agreement and shall maintain such books and records for a period of seven years from the termination or expiry of this Agreement, or such longer period as is required by law.
- (2) The Hospice shall, at the termination or expiry of this Agreement, keep at its premises all reports, documents and files relating to the Patients who receive Services and shall maintain such reports, documents and files according to Applicable Law.
- (3) The Hospice authorizes OH atHome and its agents, upon 72 hours notice and during normal business hours, to visit the Hospice's premises to inspect and copy any books, records, invoices, reports, documents and files in the possession or under the control of the Hospice relating to this Agreement and the provision of Services funded by OH atHome hereunder. The Hospice shall ensure that no inspection under this Section 7.5 results in OH atHome receiving or having access to the personal health information of any Patient unless the Hospice has first consulted with OH atHome as to whether such access is necessary and the Parties have determined such access is permitted by Applicable Law.
- (4) OH atHome's rights of inspection under this Agreement include the right to perform an audit, either by OH atHome or the Provincial Auditor.
- (5) If any such inspection or audit discloses an understatement or overstatement of Funding properly due to the Hospice for any period, the amount of any such deficiency or excess shall be paid over to the party to whom such amount is owing, within 15 days after the receipt of the inspection or audit report, in each case together with interest at the Prime Rate plus one percent on such amount from the date such amount was originally due or overpaid, as the case may be, to the date of payment. For purposes hereof, "Prime Rate" means the prime commercial lending rate of interest, expressed as an annual rate, quoted by the Bank of Montreal from time to time as the rate that it charges to its preferred commercial customers in respect of commercial loans made in Canada.
- (6) The Hospice shall submit, to OH atHome, the annual audited financial statements of the Hospice for each of the Hospice's financial years that occur during the Agreement term. The Hospice shall provide its audited financial statements to OH atHome no later than 90 days after the end of the applicable financial year. Where financial statements are not audited, the unaudited financial statements shall be submitted after review by a qualified accountant together with a review engagement report.

ARTICLE 8 - CONFIDENTIALITY AND PRIVACY

8.1 No Disclosure of Confidential Information

- (1) Except as expressly set out in this Agreement, neither Party shall use, disclose, or permit any person to obtain any Confidential Information, in written, tangible or other form, learned from or provided by the other Party, whether directly or indirectly, without the prior consent of the other Party. Each Party shall take all reasonable steps to ensure that any person having access to the other Party's Confidential Information complies with this provision. The Parties acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated for in damages and accordingly agree that each Party shall be entitled to obtain injunctive relief, in addition to any other appropriate remedy, to prevent such disclosure.
- (2) For clarity, Sections 8.1 and 8.2 shall not apply to Patient Information. The Hospice shall comply with Section 8.3 with respect to Patient Information.

8.2 Permitted Disclosures

- (1) The Hospice agrees that OH atHome may disclose:
 - (a) the name and address of the Hospice;
 - (b) the average unit prices of the Hospice on a fiscal year basis;
 - (c) the actual volume of personal support services and nursing services provided by the Hospice; and
 - (d) a report of the Hospice's performance of its obligations under this Agreement, including its performance in relation to the key performance indicators and in relation to applicable Health Quality Ontario indicators.
- (2) The Hospice agrees that data and statistics in respect of this Agreement, including data and statistics with respect to quality of performance and performance standards monitoring, may be disclosed by OH at Home to provincial or national agencies at the direction of the Ministry or the federal Department of Health.
- (4) The Hospice agrees that information with respect to the Hospice's quality of performance and the Hospice's annual continuous quality improvement plan may be included in OH atHome's public reporting of its annual continuous quality improvement plan.
- (5) OH atHome may disclose any information with respect to the Hospice and this Agreement:
 - (a) as required by Applicable Law, including where required pursuant to the *Freedom of Information and Protection of Privacy Act*; and
 - (b) to the Government of Ontario.

- (6) If the Hospice makes a public statement in the media or otherwise in contravention of Section 6.3, in addition to any other legal remedies OH atHome may have, OH atHome may, in its sole discretion and notwithstanding Sections 8.1 and 8.2, disclose any information about the Hospice if, in OH atHome's opinion, such disclosure is necessary to provide accurate information to the public or to correct erroneous information that has appeared in the media.
- (7) The Hospice shall not require OH atHome or any of its representatives to sign a confidentiality agreement in respect of information provided by the Hospice as required by this Agreement, including information provided by the Hospice during site visits, audits or inspections for the purpose of monitoring the Hospice's performance under this Agreement.

8.3 Patient Information Privacy, Protection and Management

- (1) The Hospice shall create, maintain and retain a record of Services delivered to each Patient in accordance with applicable College Standards and Guidelines and Applicable Law and shall retain custody and control over all "Patient Records" relating to such Services until destroyed or disposed of in accordance with this Agreement and Applicable Law. The Hospice shall ensure that all Patient Information used or disclosed in connection with delivery of Services is as accurate, up-to-date and complete as is necessary for such purposes.
- (2) The Hospice acknowledges that while it is a health information custodian under the *Personal Health Information Protection Act, 2004*, it is not an agent of OH atHome for purposes of and within the meaning of that Act.
- (3) At all times during the Agreement Term, the Hospice shall have in place and comply with internal policies and practices which ensure its ongoing compliance with the *Personal Health Information Protection Act, 2004*.
- (4) The Hospice shall otherwise promptly and properly respond to all reasonable inquiries from OH atHome with respect to the Hospice's handling of Patient Information and the Hospice's compliance with this Section 8.3.
- (5) The Hospice shall ensure that no audit or inquiry under this Section 8.3 results in OH atHome receiving or having access to the personal health information of any Patient unless the Hospice has first consulted with OH atHome as to whether such receipt or access is necessary and the Parties have determined receipt or access is permitted by Applicable Law.

ARTICLE 9 - INDEMNITIES, LIMITATION OF LIABILITY AND INSURANCE

9.1 Indemnification of OH atHome by Hospice

- (1) The Hospice shall release, indemnify, protect and hold harmless OH atHome, and its affiliates, directors, officers, employees, servants, agents, independent contractors and representatives (the "**Indemnified Parties**") from and against any and all actions, claims (including third party claims), proceedings, demands, losses, damages, costs, charges, fines, liabilities, expenses and fees (including any legal or professional fees,

disbursements or amounts paid by OH atHome or an Indemnified Party in settlement of such claims), in respect of anything done or omitted to be done on the part of the Hospice, its affiliates, directors, officers, employees, independent contractors, subcontractors or agents in connection with the responsibilities of the Hospice or its affiliates, directors, officers, employees, independent contractors or agents in connection with this Agreement.

- (2) The indemnity set out in Section 9.1(1) shall not extend to any actions, claims, proceedings, demands, losses, damages, costs, charges, fines, liabilities, expenses or fees to the extent that they are based on, occasioned by, or attributable to anything negligently done or omitted to be done by OH atHome or any of the Indemnified Parties in connection with this Agreement.
- (3) The Hospice's obligation to indemnify OH atHome and the Indemnified Parties shall not affect or prejudice OH atHome from exercising any other rights under Applicable Law.
- (4) The Hospice shall protect itself from and against all claims that might arise from anything done or omitted to be done by the Hospice or its affiliates, directors, officers, employees, independent contractors, subcontractors or agents under this Agreement, and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury, including personal injury, death, or property damage, including loss of use thereof, is caused.
- (5) The Hospice shall protect itself from and against all claims that may arise in connection with a breach of the *Personal Health Information Protection Act, 2004* or any privacy-related tort or principle of equity.
- (6) Without limiting the generality of Section 9.1(1) or 9.1(4), the Hospice shall indemnify and hold harmless OH atHome and each of the Indemnified Parties from and against any and all actions, claims (including third party claims), proceedings, demands, losses, damages, costs, charges, fines, liabilities, expenses and fees (including any legal or professional fees, disbursements or amounts paid by OH atHome or any OH atHome Indemnified Party in settlement of such claims) arising out of a breach or an alleged breach of the *Occupational Health and Safety Act* by the Hospice or by OH atHome in relation to actions or omissions of the Hospice or Hospice Personnel.

9.2 Hospice to Maintain Insurance

- (1) Without restricting the generality of any of the Hospice's obligations under this Article 9, the Hospice shall maintain in full force and effect during the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Hospice under this Agreement.
- (2) The Hospice shall ensure that all Hospice Personnel performing tasks in connection with this Agreement are covered by the Hospice's insurance policy or have their own appropriate and equivalent professional liability insurance.

- (3) The Hospice shall ensure that OH atHome is included as an additional insured under the Hospice's insurance policy.
- (4) The Hospice shall provide to OH atHome, from time to time upon request, proof of the insurance coverage required under this Section 9.2 (including proof that OH atHome has been added as an additional insured) in the form of a certificate, and such coverage shall be kept current throughout the Agreement Term.

9.3 Limitation of Liability

- (1) The Hospice acknowledges and agrees that OH atHome shall not be liable for any Losses whatsoever or howsoever arising, including due to injury, damage or death to any person, loss or damage of or to any property, suffered, sustained or incurred by the Hospice, its members, directors, officers, employees or agents, based on, occasioned by or attributable to anything done or omitted to be done by OH atHome or any of its directors, officers, employees or agents under or in connection with this Agreement.

9.4 Indirect Damages

- (1) In no event shall the measure of damages payable by either Party include, nor will either Party be liable for, any consequential, indirect, incidental, exemplary or punitive damages, including damages due to business interruption or lost profits, savings, competitive advantage or goodwill arising from or related to this Agreement, regardless of the type of claim, whether in contract, tort, negligence, strict liability or other legal or equitable theory, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.
- (2) Section 9.4 shall not apply to:
 - (a) a breach of Applicable Law by the Hospice;
 - (b) a breach of the Hospice's obligations under Article 7; or
 - (c) the wilful misconduct, deliberate acts of wrongdoing or fraudulent acts by the Hospice.

ARTICLE 10 - GENERAL MATTERS

10.1 Independent Contractor

In performance of this Agreement, the Hospice is acting as an independent contractor. Nothing contained in this Agreement shall be deemed to create a partnership, association, joint venture or agency relationship between the Parties. Hospice Personnel supplied by the Hospice under this Agreement are not OH atHome's employees, personnel or agents and the Hospice assumes full responsibility for its acts and omissions. The Hospice shall be solely responsible for the payment of compensation to the Hospice Personnel and subcontractors assigned to perform Services under this Agreement, and such Hospice Personnel and subcontractors shall be informed that they are not entitled to the provision of any employee benefits of OH atHome. The Hospice shall be responsible for payment of workers' compensation, disability benefits,

employment insurance and all other similar payments and benefits and for withholding income taxes or other deductions with respect to all Hospice Personnel. For certainty, the Parties acknowledge and agree that OH atHome and the Hospice are not common employers.

10.2 Notices and Consents

- (1) Any notices or other written communications that may be given or are required pursuant to or concerning this Agreement (collectively, a “**Notice**”) shall be in writing and may be delivered by personal service, prepaid courier, by any form of mail where evidence of receipt is provided by the post office or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated ‘out of office’ notification. A Notice will be addressed to the other Party as provided below or as either Party will later designate to the other in writing:

- (a) in the case of OH atHome, to:

**ONTARIO HEALTH ATHOME
BARRIE OFFICE
15 SPERLING DRIVE, SUITE 100
BARRIE, ON L4M 6K9**

**ATTN: ISAAC BEHAR, DIRECTOR, PATIENT CARE CONTRACT
MANAGEMENT
TEL: 905-948-1872 EXT. 7989
EMAIL: ISAAC.BEHAR@ONTARIOHEALTHATHOME.CA**

- (b) in the case of the Hospice, to:

**HOSPICE GEORGIAN TRIANGLE
240 ERIE STREET
COLLINGWOOD, ON L9Y 08X**

**ATTN: CHIEF EXECUTIVE OFFICER, TRISH RAWN
TEL: 705-444-2555 EXT. 7520
EMAIL: RAWNT@HOSPICEGEORGIANTRIANGLE.COM**

- (2) A Notice shall be deemed to have been duly given one Business Day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by email where no delivery failure notification has been received shall be deemed to have been duly given one Business Day after the email was sent.
- (3) Either Party may, from time to time, change its address for Notice by giving Notice to the other Parties as provided in this Section 10.2.

10.3 Waiver/No Election

- (1) A waiver by a Party of any default, breach or non-compliance under this Agreement is not effective unless it is in writing, dated and signed by the Party making such waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a

Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect to any continuing or subsequent default, breach or non-observance, whether of the same or any other nature.

- (2) Resort to any remedy referred to in this Agreement or the exercise of any option in this Agreement shall not be construed as an election of remedies or a waiver of any other rights and remedies to which the Party is or may be entitled at law, in equity or otherwise, under this Agreement against the Party in breach. The rights of termination shall be cumulative and in addition to, and not in substitution for, any and all rights or remedies available to the non-defaulting Party against the defaulting Party.

10.4 Governing Law

- (1) This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

10.5 Attornment to Ontario Courts

- (1) Each Party agrees that any action or proceeding relating to this Agreement shall be brought in any court of competent jurisdiction in the Province of Ontario, and, for that purpose, each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court; it irrevocably waives any right to, and will not, oppose any Ontario action or proceeding relating to this Agreement on any jurisdictional basis, including forum non conveniens; and it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this Section 10.5.

10.6 Force Majeure

- (1) For the purposes of this Agreement, "**Force Majeure**" means an event that is beyond the reasonable control of a Party and makes a Party's performance of its obligations under the Agreement impossible or so impractical as reasonably to be considered impossible in the circumstances. Force Majeure may include war, riots and civil disorder; storm, flood, earthquake or other severely adverse weather conditions; confiscation, expropriation or other similar action by a government body; and strikes, lockouts or similar labour actions, provided they are not caused by the Hospice's unreasonable actions.
- (2) Force Majeure shall not include:
 - (a) any event that is caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to,

- (i) take into account at the time of the execution of this Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- (3) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (4) The failure of a Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or default under, this Agreement to the extent that such failure to fulfill the Agreement obligation arose from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- (5) A Party affected by an event of Force Majeure shall take all reasonable measures to fulfill its obligations under the Agreement with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 days after the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (6) If the event of Force Majeure exists for a period of more than 90 days, OH atHome or the Hospice may terminate the Agreement immediately (without notice).

10.7 Assignment

- (1) The Hospice shall not assign or transfer this Agreement, or any of its rights or obligations under this Agreement, in whole or in part, without the prior consent of OH atHome, which consent shall not be unreasonably withheld. Any merger or change of control of the Hospice shall be deemed to be an assignment of the Agreement. OH atHome may, in its sole discretion, assign the Agreement without the consent of the Hospice.

10.8 Further Assurances

- (1) The Parties shall promptly do, execute, acknowledge and deliver, or cause to be done, executed acknowledged and delivered, all such further assurances, instruments and documents and do all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

10.9 Enurement

- (1) This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

10.10 Severability

- (1) Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity or unenforceability of any provision or part thereof by a court of

competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

10.11 Acknowledgement

- (1) Each Party hereby acknowledges having:
 - (a) read this Agreement before signing it;
 - (b) the authority to sign this Agreement; and
 - (c) received a copy of this Agreement.

10.12 Entire Agreement

- (1) The agreement shall constitute the entire agreement between the Parties with respect to the Services to be provided by the Hospice to OH atHome and supersedes all communications, understandings, representations, negotiations and agreements, whether written or oral, made by either the Hospice or OH atHome prior to the Effective Date. No Party has relied on any communication, understanding, representation, negotiation or agreement, whether written or oral, not expressly set out or referred to in this Agreement.

10.13 Dispute Resolution

10.13.1 Mediation

- (1) All disputes, claims or controversies arising out of or in any way connected with this Agreement, its negotiation, performance, breach, enforcement, existence or validity, any failure of the Parties to reach agreement with respect to matters provided for in this Agreement and all matters of dispute relating to the rights and obligations of the Parties (each, a “Dispute”) shall be mediated pursuant to the following process:
 - (a) either Party may submit the Dispute to mediation by serving the other Party with a written notice to mediate. If either Party serves a notice to mediate, the mediation process is mandatory for both Parties;
 - (b) the mediation shall be held before an independent third party jointly selected and paid for by the Parties; and
 - (c) if OH atHome and the Hospice are unable to agree to the selection of a mediator, each Party shall select and pay for an independent third party, and those two independent third parties shall jointly select an independent third party to serve as the mediator.
- (2) The mediation shall take place in the English language at a location in the Province of Ontario specified by OH atHome.
- (3) If the Dispute has not been settled within 30 days after the written notice to mediate was served in accordance with Section 10.13.1(1)(a), then the Dispute shall be arbitrated and finally resolved pursuant to Section 10.13.2.

- (4) Despite this agreement to mediate, a Party may apply to a court of competent jurisdiction for interim measures of protection at any time.

10.13.2 Arbitration

- (1) Subject to Section 10.13.1, all Disputes shall be arbitrated and finally resolved pursuant to this Section 10.13.2. Except as otherwise set out in this Agreement or otherwise agreed by the Parties, the arbitration shall be determined in accordance with the ADR Institute of Canada National Arbitration Rules in force.
- (2) Subject to this Section 10.13.2(2), the arbitration shall be heard by one arbitrator. If the Parties are unable to agree upon the selection of a single arbitrator within 15 days after the responding Party receives the notice of arbitration, each Party shall name one arbitrator and the two arbitrators named by the Parties shall promptly thereafter choose a third arbitrator.
- (3) If either Party fails to name an arbitrator within 15 days after the responding Party receives the notice of arbitration, then that Party's arbitrator shall be appointed by any Justice of the Ontario Superior Court of Justice, and the costs of the application to the Ontario Superior Court of Justice shall be borne by the Party that failed to name its arbitrator. If the two arbitrators fail, within 15 days after the appointment of the two arbitrators, to agree upon and appoint the third arbitrator then, upon written application by either of the Parties, the third arbitrator shall be appointed by any Justice of the Ontario Superior Court of Justice, and, unless otherwise required pursuant to Applicable Law, the costs of the application to the Ontario Superior Court of Justice shall be borne equally by the Parties.
- (4) The arbitrator(s) shall be qualified by education, training or experience in the areas that may be the subject of the Dispute.
- (5) The arbitration shall take place in the English language at a location in the Province of Ontario specified by OH atHome.
- (6) The arbitrator(s) shall proceed promptly to hear and determine the Dispute. Time shall be of the essence.
- (7) Notwithstanding Rule 36 of the National Arbitration Rules, the arbitrator(s) shall not be entitled to retain their own expert(s).
- (8) The decision of the arbitrator(s) shall constitute the award of the arbitration. The award shall be final and binding upon the Parties as to any matter or matters so submitted to arbitration, and the Parties shall comply with the terms and conditions of the determination of the arbitrator or arbitrators. For certainty, there shall be no appeal from the award on any question of fact, law or mixed fact and law.
- (9) OH atHome and the Hospice shall each bear its own costs in connection with the dispute resolution processes set out in Section 10.13, and the Parties shall equally bear the costs of the mediator and, if applicable, the arbitrator(s).

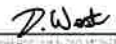
10.14 Counterparts

- (1) This Agreement may be executed in any number of counterparts, including electronically, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS whereof the parties have executed this Agreement by their duly authorized signing officers as of the date first set forth above.

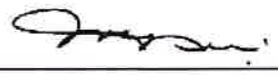
HOSPICE GEORGIAN TRIANGLE

Per:  Date: 06/08/2025
Name: David West
Title: Board Chair

Per:  Date: 06/08/2025
Name: Trish Rawn
Title: CEO

ONTARIO HEALTH ATHOME

Per:  Date: August 21, 2025
Name: Josephine Kim
Title: Vice-President, Financial Planning & Business Support

Per:  Date: August 15, 2025
Name: Michelle Nurse
Title: Vice President, Contracts

Hospice Accountability Agreement

SCHEDULE 1 – SERVICES

1. Definitions

Capitalized terms used but not defined in this Schedule 1 have the meanings given to them in the Agreement. For the purposes of this Schedule, the following terms have the following meanings:

- (a) **"Care Coordinator"** means an employee of OH atHome who is responsible for assessing Patient eligibility, determining resource needs, developing the service plan, providing care coordination services and evaluating the service plan.
- (b) **"Care Plan"** means the individual Patient care plan that is developed by Hospice Personnel and that is consistent with the Service Plan.
- (c) **"Hospice Service Provider"** means a third party that the Hospice enters into a contract with, for the provision of the Services.
- (d) **"Other Professional Services"** means physiotherapy, occupational therapy, speech-language therapy, social work and/or dietetic services provided through OH atHome either directly or through contracted service providers to Patients residing in the Hospice.
- (e) **"Service Plan"** means the individual service delivery plan developed by the Care Coordinator for the provision of services to an eligible Patient pursuant to the Agreement. The Service Plan may include eligible Services, as well as other services provided by OH atHome or other community support organizations.

2. Guiding Principles

- (a) OH atHome recognizes that the Hospice is a freestanding not for profit hospice that offers end-of-life care in a home-like setting and conducts its operations in accordance with its own mission and philosophy.
- (b) The Hospice acknowledges that it is accountable to OH atHome for the administration of the Funding that is received from OH atHome.
- (c) The Hospice recognizes its high degree of responsibility to ensure that public funds received from OH atHome are used responsibly and appropriately with integrity and honesty, and in accordance with this Agreement to manage the nursing and personal support needs of Patients in the Hospice.
- (d) The Hospice shall operate in compliance with the most current Ontario Health Palliative Care Quality Standards, and to the extent they are not inconsistent with the foregoing, the most current published Community Hospice Standards for care recommended by Hospice Palliative Care Ontario and the Norms of Practice developed by the Canadian Hospice Palliative Care Association.
- (e) The Hospice shall define the geographic area that the hospice will serve and communicate this to OH atHome.

3. Eligibility for Services

- (a) To receive Services (those funded by OH atHome) in the Hospice pursuant to this Agreement, the Patient must be assessed by the Care Coordinator to meet the following eligibility criteria:

- (i) the Patient must have a valid Ontario Health Card;
 - (ii) the Patient must be living with a life limiting or life-threatening health condition and have a limited life expectancy, regardless of the diagnosis;
 - (iii) the Patient must require nursing and/or personal support services; and
 - (iv) the Patient must require these services in the Hospice setting.
- (b) For further clarity, a Patient cannot be denied access to Services in a Hospice based solely on their diagnosis. Individuals who meet the eligibility criteria, but who require short-term pain and crisis management only, may be considered for admission if space allows.
- (c) The Patient must reside within the geographic area defined by the Hospice.
- (d) Funding from OH atHome may not be used to fund nursing and personal support services for Hospice Patients from out-of-province or out-of-country who do not have a valid Ontario Health Card.
- (e) OH atHome and the Hospice should collaborate on local approaches and protocols to streamline and expediate the eligibility and admission process.

4. Assessment of Eligibility

- (a) The Care Coordinator is responsible for:
 - (i) determining eligibility for nursing, personal support and all other services provided through OH atHome;
 - (ii) identifying Patients whose nursing and personal support needs can best be met in a residential hospice; and
 - (iii) providing information and referral to other community resources as appropriate.
- (b) The Hospice is responsible for:
 - (i) engaging in discussion with potential Patients or Caregivers of potential Patients to provide information or answer questions about the Hospice;
 - (ii) ensuring that potential Patients or Caregivers of potential Patients understand that they must be referred to OH atHome for eligibility determination; and
 - (iii) reviewing all applications for admission to the Hospice and determining the hospice's ability to safely meet the care needs of the potential Patient prior to accepting the Patient into the wait list for admission.
- (c) For further clarity, in connection with the Services and those beds funded under Schedule 2, the Hospice cannot determine eligibility for nursing and personal support services or admit to the Hospice for nursing and personal support services without the prior approval of OH atHome. This prior approval may come in the form of a pre-admission plan or protocol.

5. Service Plan

- (a) The Care Coordinator is responsible for:
 - (i) assessing and determining the service and support needs of the Patient, which may include hospice services;
 - (ii) developing, evaluating and revising of a Service Plan, subject to the consent of the Patient;
 - (iii) referring eligible Patients to the Hospice;
 - (iv) sharing the service plan with the Hospice; and
 - (v) sharing relevant assessment information with the Hospice.
- (b) The Hospice is responsible for:
 - (i) making the final determination as to whether the Patient can be accepted to the Hospice based on the Hospice's ability to meet the specific care needs of the Patient at that time;
 - (ii) determining the level of nursing or personal support required by each Patient and providing an appropriate staffing complement using the Funding that is received from OH atHome;
 - (iii) notifying OH atHome in the event that the Patient cannot be accepted to the Hospice; and
 - (iv) notifying OH atHome if the Hospice identifies other services required by the Patient.

6. Care Plan

- (a) With respect to nursing and/or personal support services, the Hospice is responsible for:
 - (i) developing the individual Patient Care Plan in consultation with the Patient and/or Caregiver;
 - (ii) ensuring that the Care Plan is consistent with the Service Plan;
 - (iii) communicating changes in the care needs to the Care Coordinator;
 - (iv) communicating with the Care Coordinator to collaborate on discharge plans prior to death;
 - (v) communicating with the Care Coordinator and working collaboratively to support discharge plans for those Patients whose condition improves and who no longer meet OH atHome eligibility for EOL services provided by the Hospice; and

- (vi) advising the Care Coordinator when the Patient is deceased.
- (b) With respect to Other Professional Services, OH atHome staff service provider or OH at Home contracted service provider is responsible for:
 - (i) developing the individual Patient Care Plan in consultation with the Patient and/or Caregiver and Hospice;
 - (ii) ensuring that the Care Plan is consistent with the Service Plan;
 - (iii) communicating changes in the Care Plan to the Care Coordinator;
 - (iv) documenting the care provided in the Hospice chart, as negotiated with OH atHome and the Hospice;
 - (v) advising the Care Coordinator when the Patient is discharged; and
 - (vi) advising the Care Coordinator when the Patient is deceased.

7. Case Management Services

- (a) OH atHome is responsible for:
 - (i) providing a dedicated Case Manager/Coordinator with palliative care expertise to provide case management services to the Hospice;
 - (ii) providing ongoing case management services to Patients residing in the Hospice;
 - (iii) advocating for Patient choice (example palliative chemo); and
 - (iv) initiating or participating in a process to conference on any Patient service situation that is presenting as a challenge for optimal care.

8. Wait List Management

- (a) In recognition of the unique and individual needs of Patients, when required, OH atHome and the Hospice will jointly and collaboratively determine the responsibilities of each organization with respect to the establishment and ongoing maintenance of a waitlist for eligible Patients seeking accommodation with the Hospice. The respective responsibilities of each organization shall be described in Annex A to this Schedule.
- (b) Notwithstanding subsection (a), OH atHome is responsible for:
 - (i) confirming with the Hospice that the Patient is eligible for Services and that the Hospice is able to meet the Patient's care needs;
 - (ii) referring Patients, with the Patient's consent, to the Hospice and communicating the status of the referral to Patients/Caregivers; and
 - (iii) providing ongoing case management services for all Patients on the wait list for the Hospice which includes discharge planning for those Patients who no longer meet eligibility criteria as a result of their condition improving.

- (c) Notwithstanding subsection (a), the Hospice is responsible for:
 - (i) notifying the Care Coordinator when a Hospice bed becomes vacant;
 - (ii) making the final determination as to whether the Patient can be accepted to the Hospice based on its ability to meet the specific care needs of the Patient at that time;
 - (iii) managing a waitlist for Patients that the Hospice is unable to accommodate at the time that the referral was offered;
 - (iv) communicating the Patient's status on the wait list to the Care Coordinator when requested;
 - (v) making specific admission arrangements with the Patient/Caregiver once the offer of admission has been accepted by the Patient; and
 - (vi) ensuring that the Hospice meets the target for occupancy established by the Ministry.

9. Provision of Nursing and Personal Support Services

- (a) The Hospice is responsible for:
 - (i) hiring and employing the appropriate and qualified Personnel to provide the Services to eligible Patients;
 - (ii) ensuring that the Funding is used to manage the nursing and personal support needs of Hospice Patients;
 - (iii) ensuring the appropriate mix of nursing and personal support staff are readily available to meet the care needs of the patients at the Hospice based on the most current Ontario Health Palliative Care Quality Standards, and to the extent they are not inconsistent with the most current published Community Hospice Standards for care recommended by Hospice Palliative Care Ontario and the Norms of Practice developed by the Canadian Hospice Palliative Care Association; and
 - (iv) ensuring access to a Registered Nurse (RN) or Registered Practical Nurse (RPN) in accordance with those Standards and Norms of Practice outlined in 9(a)(iii)
- (b) As an alternative to subsection (a)(i), the Hospice may contract services from a Hospice Service Provider. The requirements described in (a)(ii) through (iv) and elsewhere in this Agreement still apply. A competitive process, as defined by the Broader Public Sector Supply Chain Guidelines should be used for the purpose of determining the Hospice Service Provider.
- (c) OH atHome will authorize and arrange for additional nursing services through its contracted nursing service providers only in exceptional circumstances, such as the provision of specialty nursing consultation services if appropriate. OH atHome will not authorize the provision of additional shifts for routine end-of-life care to individual Hospice Patients or for coverage of Hospice staffing shortages due to absence or illness of Personnel.

10. Provision of Other Professional Services

- (a) OH atHome is responsible for:
 - (i) determining the need for Other Professional Services normally provided by OH atHome to eligible Patients based on OH atHome guidelines;
 - (ii) authorizing and arranging for the provision of Other Professional Services through an OH atHome staff service provider or OH atHome contracted service provider; and
 - (iii) providing timely advice on changes to any OH atHome policies and procedures that may impact the provision of Other Professional Services.

11. Provision of Medical Supplies

- (a) OH atHome is responsible for authorizing and arranging for the provision of medical supplies normally provided to eligible Patients as per OH atHome policies and procedures.
- (b) OH atHome will not authorize medical supplies unless they are on OH atHome's approved list of medical supplies. OH atHome will provide timely advice to the Hospice about changes to OH atHome formulary and/or policies and procedures about the provision of medical supplies.
- (c) OH atHome will not authorize medical supplies unless they are ordered via strict adherence to the established practices determined by OH atHome.

12. Provision of Medical Equipment

- (a) The Hospice may use its own capital resources to purchase medical equipment for use by all Hospice Patients including but not limited to hospital beds, commodes, walkers, therapeutic surfaces, etc.
- (b) OH atHome will authorize and arrange for the rental of medical equipment in circumstances in which the Patient's individual equipment needs cannot be met by equipment available through the hospice.
- (c) OH atHome will not authorize equipment unless it is on OH atHome's approved equipment list.

13. Biowaste Services

- (a) OH atHome will ensure that bio-waste pickup is available to the Hospice for those medical supplies provided to Patients pursuant to Section 11 following OH atHome policies and procedures and in collaboration with the Hospice.

14. Authorization of Drug Benefit Card

- (a) The Care Coordinator is responsible for authorizing and arranging for an Ontario Drug Benefit card for eligible Hospice Patients.
- (b) OH atHome will not fund the provision of medications that are not covered by the Ontario Drug Benefit program.

Annex A

Maintenance of a Waitlist for Eligible Patients

Management of Waitlist

OH atHome will forward eligible Patient referrals to the Hospice. If no beds are available, the Hospice will advise the Care Coordinator that the Patient has been placed on a waitlist. The Hospice will assume the responsibility of admitting the waitlist Patients to service according to the admission and priority criteria established by the Hospice. The Hospice will notify the Care Coordinator when the Patient has been admitted into the Hospice.

Responsibilities of the Hospice

The Hospice will prepare and submit to OH atHome monthly waitlist statistics within 14 days after the end of each month and will include the following information:

- number of Patients on waitlist during the reporting period; and
- tracking information on the number of individuals who are carried over, on the wait list, at the end of the month.

Hospice Accountability Agreement

SCHEDULE 2 – FUNDING

1. Funding

- 1.1 The Hospice shall use the Funding solely for the purpose of hiring and employing the appropriate Hospice Personnel to provide the Services to Patients, and such other purposes as are permitted by Annex A.

2. Flow of Funds

- 2.1 OH atHome shall flow the Funding to the Hospice in equal installments once every month up to the maximum allocation, if any, provided to OH atHome from the Ministry for the provision of nursing and personal support services provided to Patients.
- 2.2 Any part of the Funding that has not been used or accounted for by the Hospice during the fiscal year shall be returned to OH atHome within 90 days of the end of the fiscal year. In these circumstances, OH atHome will work directly with the Hospice to develop a plan which supports reconciliation efforts.

3. Financial Reporting

- 3.1 Without limiting the obligations of the Hospice contained elsewhere in this Agreement, the Hospice shall be responsible for:
- (a) collecting data and maintaining records to support the provision of Services to Patients under this Agreement and its receipt of Funding and payment for Services hereunder;
 - (b) providing to OH atHome monthly financial reports which account for the Hospice's administration of the Funding within 30 days after the end of each month; provided that OH atHome, acting reasonably, may require the report covering March, or the final month in the current term, to be submitted earlier.
 - (c) ensuring that all financial records with respect to the administration of the Funding are available to OH atHome upon request; and
 - (d) complying with OH atHome's detailed Funding and Billing requirements as set forth in Annex A.

Annex A - Detailed Funding and Billing Requirements

1) Annual Funding:

- The total annual allocation for the Hospice will be \$1,523,000.
- The total annual **maximum** allocation for the Hospice from **April 1, 2025 – March 31, 2026** is:

Description	Amount (Annual)	Funding Details
2025-26 Base Funding	\$913,800	\$152,300 per bed x 6 palliative end-of-life residential hospice beds
	\$609,200	\$152,300 per bed x 4 end-of-life respite care beds
PSW WE Funding (2014)	\$32,237	
Total annual maximum:	\$1,555,237	

- The funding outlined above is intended to fund the provision of Services for palliative end-of-life care in six (6) hospice beds, and 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 hospice for Patients that may return home before their final days of life. This program is focused on end-of-life home care Patients 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 OH atHome. 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.
 - Notwithstanding the eligibility requirements outlined in Schedule 1 – Services, eligibility for end-of-life respite care is restricted to Patients who meet the following criteria:
 - The Patient needs to receive services in a residential setting, because:
 - They require a period of time in which to stabilize an exacerbation of life-limiting illnesses that puts them at risk of visiting an emergency room or hospital; or
 - They require 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; and
 - The Patient 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; and
 - The Patient's anticipated length of stay is less than fourteen (14) days.

- OH atHome will flow the Funding to the Hospice in equal installments of **\$129,603** once every **month** up to the preset maximum amount allocated if any, by the Ministry for nursing and personal support services provided to eligible Patients.
- The preferred method of payment will be via direct deposit to the Hospice unless the parties mutually agree to an alternate form of payment in writing.
- Hospices will be expected to maintain an average daily census of (10 Hospice Beds X 80%), 80% of total beds.
- If the Hospice has been designated as newly operational, the 80% occupancy expectation will not apply to the first **quarter** of operation.
- Funding may be withheld at the sole discretion of OH atHome, if the reports required under this Agreement are overdue or outstanding.
- If the Hospice received total funding that exceeds its total costs for nursing and personal support services for the Hospice Beds, then the remaining funds may be applied only to the following additional costs of meeting the needs of Patients and Caregivers in the Hospice Beds including:
 - social work services;
 - coordination of clinical delivery of Services;
 - medical supplies and equipment necessary to the provision of nursing services and not otherwise provided by OH atHome;
 - training for nursing and social work services;
 - homemaking services; and
 - other infection prevention and control related expenditures tied directly to the provision of services including, personal protective equipment, cleaning, supplies and paying staff who are ill or isolating.

If the Hospice uses any of the designated funds to cover costs other than the nursing and personal support services, the Hospice must maintain accurate and complete records to support such use of funds and promptly provide these records to OH atHome upon request.

2) Annual Wage Enhancement Funding for Personal Support Services:

- The Hospice will submit a **monthly** invoice to OH atHome within 30 days after the end of each month for those eligible hours under the 2022 Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program. [Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program | ontario.ca](https://www.ontario.ca/government/personal-support-workers-and-direct-support-workers-permanent-compensation-enhancement-program)
- The Hospice is not required to submit an invoice to OH atHome for any personal support wage enhancement amounts identified under the 2014-16 PSS Wage Enhancement Directive. These amounts will be included in monthly deposits from OH atHome to the Hospice in accordance with the details of this Schedule.
- The Hospice shall submit an **annual** attestation, found at Appendix C, on or before May 31 of each year to certify that the hours submitted for Personal Support Wage Enhancements have been applied and paid in accordance with the 2022 Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program

- The Hospice will make submissions based on the authorized templates provided by OH atHome upon the start date of this Agreement.

3) Other One-Time/Legacy CCAC/LHIN Funding:

Not applicable.

Hospice Accountability Agreement

Appendix A

Finance and Performance Reporting Template

APPENDIX A – Finance and Performance Reporting Template

HOSPICE NAME: HOSPICE GEORGIAN TRIANGLE

April 1, 2025 – March 31, 2026

Expenses related to OH atHome funding only

	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	Total
Total Funding Received													
Total Expenditure Nursing (direct care)													
Total Expenditure Personal Support (direct care)													
Funding Variance (Received – Expenditures)													
Total Nursing Hours (direct care)													
Total Personal Support Hours (direct care)													
Average Nursing Hours per Patient													
Average Personal Support Hours per Patient													
Total Number of Patients Served													
Percentage of Total Program Costs funded by OH atHome													
Total Funding to be Returned to OH atHome (At Year-End):													

Hospice Accountability Agreement

Appendix B

Key Performance Indicator Reporting Template

Appendix B – Key Performance Indicator Reporting Template

HOSPICE NAME: HOSPICE GEORGIAN TRIANGLE

April 1, 2025 – March 31, 2026

	Q1 APR-JUN	Q2 JUL-SEP	Q3 OCT-DEC	Q4 JAN-MAR	TOTAL YTD
Total number of Patients served with a <i>malignant</i> diagnosis					
Total number of Patients served with a <i>non-malignant</i> diagnosis					
Average Length of Stay in Days					
Average occupancy rates (%) *target 80%					
Total number of Patient or Caregiver complaints related to nursing services					
Total number of Patient or Caregiver complaints related to personal support services.					

Key Performance Indicator Reports must be submitted to Ontario Health atHome in accordance with the following deadlines:

Report	Deadline
Q1	July 30
Q2	October 30
Q3	January 30
Q4	April 30

Hospice Accountability Agreement

Appendix C

Form of Permanent Wage Enhancement Compliance Attestation

Appendix C – Form of Permanent Wage Enhancement Compliance Attestation

Annual Attestation - Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program for

HOSPICE GEORGIAN TRIANGLE

In support of the Ontario Ministry of Health's Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program, this attestation provides assurance that, to the best of our knowledge and belief, the Hospice is in substantial compliance with all applicable legislation, regulations, directives, policies and otherwise obligations; has established and maintained an effective system of internal controls that support the integrity and reliability of reports.

This attestation is based upon the Hospice's most senior administrative authority's confirmation.

The Hospice hereby attests that, to the best of our knowledge and belief:

1. The Hospice is in substantial compliance with all applicable statutory requirements and obligations imposed by the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program Regulation under the *Supporting Retention in Public Services Act, 2022*;
2. The Hospice has maintained sufficient internal records and controls that support the integrity and reliability of the Hospice's financial and other reports required with regards to the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program; and
3. The Hospice is in compliance with all requirements issued by OH atHome regarding the Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program.

By : _____ Date _____

Name : _____

Title : _____

I am an authorized representative and have the authority to bind the organization.

Due by May 31st of each year

