

**AMENDING AGREEMENT**

**HOSPICE ACCOUNTABILITY AGREEMENT**

## **AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** is effective as of the \_\_\_\_1<sup>st</sup>\_\_\_\_ day of April, 2024.

**B E T W E E N**

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK/RÉSEAU  
LOCAL D'INTÉGRATION DES SERVICES DE SANTÉ DU SIMCOE NORD  
MUSKOKA, operating as Home and Community Care Support Services North  
Simcoe Muskoka**

(hereafter the “**LHIN**”)

– and –

**HOSPICE GEORGIAN TRIANGLE**

(hereafter the “**Residential Hospice**”)

### **WHEREAS:**

1. The LHIN and the Residential Hospice entered into an agreement, dated as of July 31, 2014, which has been amended since that date, (the “Hospice Agreement”), pursuant to which the LHIN agreed to provide Funding to the Residential Hospice in accordance with the terms and conditions of the Hospice Agreement;
2. The Ministry has allocated one-time funding to support the sustainability of the LHIN-funded hospices;
3. The LHIN and the Residential Hospice have agreed to amend the Hospice 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 Residential Hospice agree as follows:

## **ARTICLE 1 - GENERAL**

### **1.1 Rights and Obligations Under the Hospice Agreement**

- (1) Except as explicitly amended by this Amending Agreement, all rights and obligations of the LHIN and the Residential Hospice remain unchanged under the Hospice Agreement.
- (2) All amendments to the Hospice Agreement as set out in this Amending Agreement shall take effect as of April 1, 2024.

## **ARTICLE 2 - AMENDMENTS TO THE HOSPICE AGREEMENT**

### **2.1 Amendments to the Hospice Agreement**

- (1) Section 2.1.1 is deleted and replaced with the following:

“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, 2025, unless it is terminated earlier in accordance with the provisions of Section 14.0 or subsection 10.1.2.”
- (2) The Detailed Funding and Billing Requirements attached as Appendix B to the Hospice Agreement is deleted in its entirety and replaced with the revised Detailed Funding and Billing Requirements attached to this Amending Agreement as Schedule A.
- (3) The Key Performance Indicator and Financial Reporting Template attached as Appendix C to the Hospice Agreement is deleted in its entirety and replaced with the revised Key Performance Indicator and Financial Reporting Template attached to this Amending Agreement as Schedule B.

## **ARTICLE 3 - COUNTERPARTS AND ELECTRONIC SIGNATURE**

### **3.1 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.

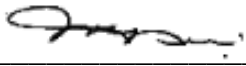
### **3.2 Electronic Signature**


- (1) This Amending Agreement may be validly executed electronically by one or both parties, and the electronic signature of a party is the legal equivalent of a manual signature.

***[Signature page follows]***

The LHIN and the Residential Hospice have executed this Amending Agreement on the dates set out below.

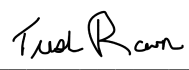
**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK/RÉSEAU LOCAL D'INTÉGRATION DES SERVICES DE SANTÉ DU SIMCOE NORD MUSKOKA, operating as Home and Community Care Support Services North Simcoe Muskoka**

By:   
Name: Michelle Nurse  
Title: Vice President, Contracts  
Date: March 25, 2024

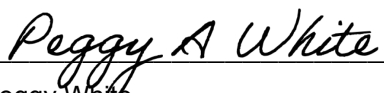
And By:   
Name: Heidi Maanselka  
Title: Vice President, Finance  
Date: March 26, 2024

We have the authority to bind the LHIN

**Hospice Georgian Triangle**

By:   
Name: Trish Rawn  
Title: Residential Hospice Executive Director  
Date: March 14, 2024

Type text here

And By:   
Name: Peggy White  
Title: Residential Hospice Board Chair  
Date: March 14, 2024

We have the authority to bind the Residential Hospice

## **SCHEDULE A**

### **APPENDIX B**

#### **Detailed Funding and Billing Requirements**

- 1) The total annual allocation for the 2024-2025 fiscal year for Hospice Georgian Triangle will be **\$1,523,000.00**.
- 2) The LHIN will flow the Funding to the Residential Hospice in installments up to the pre-set maximum amount allocated by the Ministry for nursing and personal support services provided to eligible Clients.
- 3) The preferred method of payment will be direct deposit to the Residential Hospice.
- 4) Residential Hospices will be expected to maintain an average daily census of (  $10 \times 80\%$ ), 80% of total beds.
- 5) If the total funding exceeds the total costs for nursing and personal support services in the Hospice Bed, the remaining funds may be applied only to the following additional costs of meeting the needs of patients and caregivers in the Hospice Beds:
  - 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 the Home and Community Care Support Services organization;
  - 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.

#### **6. Total Funding Allocation: April 1, 2024 – March 31, 2025**

##### **A) Residential Hospice Annual Base Funding: \$1,050,000.00**

(\$105,000.00 per hospice bed x 10 hospice beds)

- i) The funding outlined is intended to deliver palliative end-of-life care in six (6) residential hospice beds, and end-of-life respite care in four (4) beds at the Residential Hospice.

- ii) The Residential Hospice must not operate more than the above mentioned four (4) end-of-life respite beds in its facility without prior approval from the LHIN. 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.

B) Additional 2024-2025 One-time Funding: **\$473,000.00**

(\$47,300.00 per hospice bed x 10 hospice beds)

C) Wage Enhancement Funding for Personal Support Services (2014): **\$32,237.00**

**SCHEDULE B**

**APPENDIX C**

**Key Performance Indicator and Financial Reporting Template**

	<b>1<sup>st</sup> Month of Quarter</b>	<b>2nd Month of Quarter</b>	<b>3rd Month of Quarter</b>	<b>Total for Quarter</b>	<b>Total YTD</b>
<b>Financial Reporting:</b>					
Total Nursing Hours (direct care)					
Average Nursing Hours per client					
Total Personal Support Hours (direct care)					
Average Personal Support hours per client					
Total Number of Clients Served					
Total Funding Received					
Total Expenditure Nursing (direct care)					
Total Expenditure Personal Support (direct care)					
Total Expenditure					
% of Total Program Costs funded by LHIN					%
If funding has been used against other services add rows below and list expenses					
Balance					
Total Funding to be returned to LHIN (At year end)					

	<b>1<sup>st</sup> Month of Quarter</b>	<b>2nd Month of Quarter</b>	<b>3rd Month of Quarter</b>	<b>Total for Quarter</b>	<b>Total YTD</b>
<b>Key Performance Indicator Reporting:</b>					
Percentage of Clients served with a malignant diagnosis					<b>0</b>
Percentage of Clients served with a non-malignant diagnosis					<b>0</b>
Average Length of Stay (days)					<b>0</b>
Total Number of Beds					<b>0</b>
Average Occupancy Rate					<b>0</b>
Number of client/caregiver complaints about nursing					<b>0</b>
Number of client/caregiver complaints about personal support service					<b>0</b>

Description of the nature of complaints about nursing:	
Description of the nature of complaints about personal support:	
Description of the results of client/caregiver satisfaction surveys (at year-end only):	