

ACCOUNTABILITY AGREEMENT

BETWEEN:

**WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK
Operating as Home and Community Care Support Services Waterloo Wellington**

and

HOSPICE WELLINGTON

***For Residential Hospices that choose to
receive Funding from the LHIN***

LHIN/Residential Hospice Accountability Agreement

In consideration of the mutual covenants and agreement hereinafter set forth, the LHIN and the Residential Hospice agree as follows:

1.0 INTRODUCTION

1.1 Purpose

- 1.1.1 The purpose of this Agreement is to clarify the operational, accountability, financial and reporting relationships between the LHIN and the Residential Hospice with respect to Funding provided to the Residential Hospice by the LHIN for the provision of Services pursuant to this Agreement.
- 1.1.2 The LHIN and the Residential Hospice shall act according to the responsibilities set out for each in this Agreement. This Agreement shall not affect, modify or interfere with the responsibilities of either the LHIN or the Residential Hospice under law.

1.2 Definitions

- 1.2.1 As used in this Agreement, the following terms have the following meanings:

Agreement means this Accountability Agreement;

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, 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 charges with its administration or interpretation;

Care Plan means the individual client care plan that is developed by Residential Hospice Personnel and that is consistent with the Service Plan;

Client means an individual who is eligible for LHIN Services and who chooses to reside in a hospice, and where the Services can be provided in a hospice setting.

Client Information means, with respect to identifiable Clients for whom the Hospice is providing Services or for whom the LHIN has developed a Service Plan, personal information in accordance with Section 6.3 any information in any form, whether recorded or not, including personal health information as the term is defined in the *Personal Health Information Protection Act* with respect to those Clients, whether provided by the LHIN to the Hospice in connection with this

Agreement or collected, obtained, compiled or created by the Hospice in connection with the delivery of Hospice Services.

Funding means the funding received by the LHIN from the Ministry of Health and Long-Term Care or its agent to fund the provision of Services in Residential Hospices;

Hospice Service Provider means a third party that the Hospice enters into a contract with, for the provision of the Services.

LHIN means the ***Waterloo Wellington Local Health Integration Network*** operating pursuant to the *Local Health System Integration Act, 2006* and other Applicable Laws;

LHIN Case Manager/Coordinator means an employee of the LHIN who is responsible for assessing eligibility, determining resource needs, developing the Service Plan, providing case management services and evaluating the Service Plan;

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);

Ministry means the Ministry of Health and Long-Term Care;

Other Professional Services means physiotherapy, occupational therapy, speech-language therapy, social work and/or dietetic services provided through the LHIN either directly or through contracted service providers to clients residing in the Residential Hospice;

Personnel means an employee or independent contractor who is employed or retained by the Residential Hospice to provide nursing or personal support Services to a client residing in the Residential Hospice;

Residential Hospice means the Residential Hospice named in this Agreement;

Services means the provision of nursing and/or personal support services to support the operation of Residential Hospice beds, but does not include housekeeping services, administrative or overhead costs, or any other services that are offered by the Residential Hospice;

Service Plan means the individual service delivery plan developed by the LHIN Case Manager/Coordinator for the provision of LHIN services to an eligible client pursuant to this Agreement. The Service Plan may include eligible Hospice Services, as well as other services provided by the LHIN and/or other community support organizations.

1.3 Guiding Principles

- 1.3.1 The LHIN recognizes that the Residential 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.
- 1.3.2 The Residential Hospice acknowledges that it is accountable to the LHIN for the administration of the Funding that is received from the LHIN in accordance of its intended purpose: nursing and personal support provision.
- 1.3.3 The Residential Hospice recognizes its high degree of responsibility to ensure that public funds received from the LHIN are used responsibly and appropriately with integrity and honesty, and in accordance with this Agreement to manage the nursing and personal support needs of clients in the Residential Hospice.
- 1.3.4 The Residential Hospice shall operate in compliance with the current parameters of the Hospice Association of Ontario's Community Residential Hospice Standards, March 2005.
- 1.3.5 The Residential Hospice shall define the geographic area that the hospice will serve and communicate this to the LHIN.

1.4 Currency

- 1.4.1 All funding or other payments contemplated pursuant to this Agreement shall be made in Canadian currency and all Funding referred to herein is in Canadian currency.

2.0 TERM OF AGREEMENT

2.1 Effectiveness of Agreement

- 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, 2023¹, unless it is terminated earlier in accordance with the provisions of Section 14.0 or subsection 10.1.2.

¹ For new hospices, an initial term of one-year is suggested.

2.2 Renewal of Agreement

- 2.2.1 The LHIN and the Residential Hospice may, upon their mutual agreement in writing, renew this Agreement on the expiration of the initial agreement term.

3.0 PROCESS FOR REVIEW AND AMENDMENT OF THE AGREEMENT

3.1 Review of Agreement

- 3.1.1 This Agreement is subject to periodic review agreed to by both parties and/or which may be requested by either party for a collective review to be conducted. The Residential Hospice may request that the LHIN review this Agreement.

3.2 Amendment of Agreement

- 3.2.1 This Agreement may be amended with the agreement of the LHIN and the Residential Hospice. Amendments will be in writing and executed by duly authorized representatives of each party.
- 3.2.2 The appendices to this Agreement may be amended by the LHIN, in its discretion, at any time and from time to time during the term of this Agreement. The LHIN will discuss any such amendments with the Residential Hospice.

4.0 ACCOUNTABILITY RELATIONSHIPS

- 4.1.1 The LHIN is an *approved agency* under the Home Care and Community Services Act, 1994. Section 29 of the Act allows an *approved agency* to purchase a community service by a contract from a *service provider*. Under the *Home Care and Community Services Act*, the hospice is defined as a *service provider* and is required to comply with the Act.
- 4.1.2 The LHIN is accountable to the Ministry to ensure that Funding is flowed to the eligible Residential Hospice in accordance with Ministry funding guidelines and that the LHIN is in compliance with this Agreement.
- 4.1.3 The Residential Hospice is accountable to the LHIN to ensure that Funding received by the LHIN for Services and forwarded to the Residential Hospice pursuant to this Agreement is used solely for the purpose for which the funds were intended and that the Residential Hospice is in compliance with this Agreement.
- 4.1.4 The Residential Hospice has entered into this Agreement with the LHIN solely for the purposes and to the extent set forth in this Agreement and the relationship between the Residential Hospice and the LHIN is and shall, at all times during the term of this Agreement, be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Residential Hospice or any

Personnel as a partner, employee or agent of the LHIN for any purpose and neither the Residential Hospice nor any Personnel has any authority to bind the LHIN in any manner whatsoever.

- 4.1.5 The Residential Hospice is accountable to the LHIN for the quality of its services and for the provision of reports required by the LHIN related to the services delivered as set out in this Agreement.

5.0 ELIGIBILITY FOR SERVICES

5.1 Eligibility Criteria

- 5.1.1 To receive Services (those funded by the LHIN) in the Residential Hospice pursuant to this Agreement, the client must be assessed by the LHIN Care Coordinator to meet the following eligibility criteria:
- (a) the client must have a valid Ontario Health Card;
 - (b) the client must be living with a life limiting or life threatening health condition and have a limited life expectancy, regardless of the diagnosis, or the most current definition of the MOHLTC for hospice palliative care;
 - (c) the client must require nursing and/or personal support services;
 - (d) the client must require these services in the Residential Hospice setting; and
 - (e) The patient is in the last 12 weeks of life.
- 5.1.2 For further clarity, a client cannot be denied access to Services in a Residential Hospice based solely on their diagnosis² or treatment/care plan. Individuals who meet the eligibility criteria, but who require short-term pain and crisis management only may be considered for admission if space allows.
- 5.1.3 The client/main family caregiver must reside within the geographic area defined by the LHIN and therefore be compliant with the regional management bed process. Out of area applications are to be separately dealt with, and their application must be compliant with the regional bed management process.
- 5.1.4 Funding from the LHIN may not be used to fund nursing and personal support services for Residential Hospice clients from out-of-province or out-of-country who do not have valid a valid Ontario Health Card.
- 5.1.5 The LHIN and Hospice should collaborate on local approaches and protocols to streamline and expediate the admission process.

6.0 SERVICE ROLES AND RESPONSIBILITIES

6.1 Assessment of Eligibility

² For existing hospices that were established to serve a specific diagnostic group (e.g., clients with cancer), this clause may be removed. All new hospices will be required to comply with this expectation.

6.1.1 The LHIN Case Manager/Coordinator is responsible for:

- (a) determining eligibility for nursing, personal support and all other services provided through the LHIN ;
- (b) identifying clients whose nursing and personal support needs can best be met in a residential hospice; and
- (c) providing information and referral to other community resources as appropriate.

6.1.2 The Residential Hospice is responsible for:

- (a) engaging in discussion with potential clients or caregivers of potential clients to provide information or answer questions about the Residential Hospice;
- (b) ensuring that potential clients or caregivers of potential clients understand that they must be referred to the LHIN for eligibility determination; and
- (c) reviewing all applications for admission to the Residential Hospice and determining the hospice's ability to safely meet the care needs of the potential client prior to accepting the client into the wait list for admission.

6.1.3 For further clarity, the Residential Hospice cannot determine eligibility for nursing and personal support services or admit to the Residential Hospice for nursing and personal support services without the prior approval of the LHIN. This prior approval may come in the form of a pre-admission plan or protocol.

6.2 Service Plan

6.2.1 The LHIN Care Coordinator is responsible for:

- (a) assessing and determining the service and support needs of the client, which may include hospice services;
- (b) developing, evaluating and revising of a Service Plan, subject to the consent of the client; and
- (c) referring eligible clients to the Residential Hospice based on patient need and end of life wishes.
- (d) Sharing the service plan with the residential hospice.
- (e) Sharing relevant assessment information with the residential hospice.
- (f) If a patient's condition improves and they are no longer eligible for residential hospice services, the care coordinator will help with transition to a more suitable care location (see 5.1.5) and/or adjust the care plan in collaboration with the Hospice and care team.

6.2.2 The Residential Hospice is responsible:

- (a) making the final determination as to whether the client can be accepted to the Residential Hospice based on the hospice's ability to safely meet the specific care needs of the client at that time;

- (b) determining the level nursing or personal support required by each client and providing an appropriate staffing complement using the Funding that is received from the LHIN;
- (c) Notification of the LHIN in the event that the client cannot be accepted to the Residential Hospice; and
- (d) Notification of the LHIN if the hospice identifies other services required by the client

6.3 Care Plan

6.3.1 With respect to nursing and/or personal support services, the Residential Hospice is responsible for:

- (a) developing the individual client Coordinated Care Plan in consultation with the client and/or caregiver, primary care provider and Care Coordinator;
- (b) ensuring that the Care Plan is consistent with the Service Plan;
- (c) communicating changes in the care needs to the LHIN Care Coordinator;
- (d) communicating with the LHIN Care Coordinator to collaborate on treatment plans or services that cannot be supported by the Hospice; discharge plans prior to death; and
- (e) advising the LHIN Care Coordinator when the client is deceased.

6.3.2 With respect to Other Professional Services, the LHIN staff service provider or LHIN contracted service provider is responsible for:

- (a) developing the individual client Coordinated Care Plan in consultation with the client and/or caregiver, primary care provider and Residential Hospice;
- (b) ensuring that the care plan is consistent with the Service Plan;
- (c) communicating changes in the care plan to the LHIN Care Coordinator;
- (d) Documenting the care provided in the Hospice chart, as negotiated with the LHIN and hospice;
- (e) advising the LHIN Care Coordinator when the client is discharged; and
- (f) advising the LHIN Care Coordinator when the client is deceased.

6.4 Care Coordination Services

6.4.1 The LHIN is responsible for:

- (a) providing a dedicated Care Coordinator with palliative care expertise to provide care coordination services to the Residential Hospice; and
- (b) providing ongoing care coordination services to clients residing in the Residential Hospice.
- (c) Advocating for client choice (example palliative chemo)
- (d) Initiating or participating in a process to conference on any client service situation that is presenting as a challenge for optimal care.

- (e) Any collaboration with primary care provider, community service providers and Residential Hospice determine the client readiness for Residential Hospice.

6.4.2 Bed Management:

- (a) Residential Hospice to notify LHIN when a bed is available;
- (b) Following consultation with LHIN a bed offer will be made.

6.5 Wait List Management

6.5.1 The LHIN with its expanded bed management role and Residential Hospice will, as part of the regional palliative Coordinated Bed Access process-jointly determine the responsibilities of each organization with respect to the maintenance of a waitlist for eligible clients seeking accommodation with the Residential Hospice.

6.5.2 Notwithstanding subsection 6.5.1, the LHIN is responsible for:

- (a) confirming with the Residential Hospice that the client is eligible for Services and that the Residential Hospice is able to meet the client's care needs;
- (b) referring LHIN clients, with the client's consent, to the Residential Hospice and communicating the status of the referral to clients/caregivers;
- (c) providing ongoing care coordination services for all clients on the wait list for the Residential Hospice;
- (d) managing a waitlist for clients that the Residential Hospice is unable to accommodate at the time that the referral was offered; and
- (e) communicating the client's status on the wait list to system partners.

6.5.3 Notwithstanding subsection 6.5.1, the Residential Hospice is responsible for:

- (a) notifying the LHIN Care Coordinator when a Residential Hospice bed becomes vacant;
- (b) making the final determination as to whether the client can be accepted to the Residential Hospice based on its ability to meet the specific care needs of the client at that time;
- (e) making specific admission arrangements with the client/caregiver once the offer of admission has been accepted by the client; and
- (g) ensuring that the Residential Hospice meets the target for occupancy.

6.6 Provision of Nursing and Personal Support Services

6.6.1 The LHIN is responsible for:

- (a) providing funding to the Residential Hospice in respect of the provision of Services to eligible clients in accordance with the service maximums set out in O. Reg. 386/99 under the *Home Care and Community Services Act, 1994*;
- (b) reviewing all reports submitted by the Residential Hospice to ensure that the Funding provided to the Residential Hospice is being used as it was intended to be used;
- (c) providing reports to the Funder as required; and
- (d) ensuring that all accountability and reporting requirements as set out in this Agreement have been met.

6.6.2 The Residential Hospice is responsible for:

- (a) hiring and employing the appropriate and qualified Personnel to provide the Services to eligible clients;
- (b) ensuring that the Funding is used to manage the nursing and personal support needs of Residential Hospice clients;
- (c) ensuring that a Registered Nurse (RN) provides on site coverage at the Residential Hospice 24 hours per day, 7 days per week;
- (d) determining the appropriate mix of nursing and personal support staff (over and above the 24 hour per day, 7 day per week RN coverage) required to staff the Residential Hospice and meet the care needs of the clients; and
- (e) if the Residential Hospice will be providing personal support services as part of the Services, establishing a minimum base wage of \$16.50 per hour for all employees of the Residential Hospice or independent contractors providing personal support services, or employees of contractors engaged by the Residential Hospice for the delivery of personal support services in accordance with the Ministry of Health and Long Term Care's 2016 Addendum to Directive to Local Health Integration Networks on Personal Support Services Wage Enhancement, made effective April 1, 2016.

6.6.3 As an alternative to 6.6.2 (a) the Residential Hospice may contract services from a Hospice Service Provider. The requirements described in 6.6.2 (b) through (d) 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.

6.6.4 As an alternative to 6.6.2 (a) the Residential Hospice may collaborate with the LHIN in order to contract services from a LHIN Service Provider that is already contracted by the LHIN. The requirements described in 6.6.2 (b) through (d) and elsewhere in this agreement still apply. A competitive process should be used for the purpose of determining the LHIN Service Provider.

6.6.5 The LHIN 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, e.g. Enterostomal Therapy. The LHIN will not authorize the provision of additional

shifts for routine end-of-life care to individual Residential Hospice clients or for coverage of Residential Hospice staffing shortages due to absence or illness of Personnel.

6.7 Provision of Other Professional Services

The LHIN is responsible for:

- (a) determining the need for Other Professional Services normally provided by LHINs to eligible clients based on LHIN guidelines;
- (b) authorizing and arranging for the provision of Other Professional Services through a LHIN staff service provider or LHIN contracted service provider; and
- (c) providing timely advice on changes to any LHIN policies and procedures that may impact the provision of Other Professional Services.

6.8 Provision of Medical Supplies

- 6.8.1 The LHIN is responsible for authorizing and arranging for the provision of medical supplies normally provided to eligible clients as per LHIN policies and procedures.
- 6.8.2 The LHIN will not authorize medical supplies unless they are on the LHIN's approved list of medical supplies. The LHIN will provide timely advice to the Residential Hospice about changes to the LHIN formulary and/or policies and procedures about the provision of medical supplies.

6.9 Provision of Medical Equipment

- 6.9.1 The Residential Hospice may use its own capital resources to purchase medical equipment for use by all Residential Hospice clients including but not limited to hospital beds, commodes, walkers, therapeutic surfaces, etc.
- 6.9.2 The LHIN will authorize and arrange for the rental of medical equipment in circumstances in which the client's individual equipment needs cannot be met by equipment available through the hospice.
- 6.9.3 The LHIN will not authorize equipment unless it is on the LHIN's approved equipment list.

6.10 Authorization of Drug Benefit Card

- 6.10.1 The LHIN Care Coordinator is responsible for authorizing and arranging for an Ontario Drug Benefit card for eligible Residential Hospice clients.

6.10.2 The LHIN will not fund the provision of medications that are not covered by the Ontario Drug Benefit program.

6.11 Emergency Contingency Plan

6.11.1 The Service Provider shall cooperate with the LHIN and public health officials in the event of any emergency or urgent situation that, in the opinion of the LHIN, requires a coordinated response within the community health services sector.

6.11.2 The Parties acknowledge that during an emergency situation set out in 6.11.1, the Parties may be required to comply with the instructions of the LHIN in order to address the emergency situation and that in so doing, the Parties may be required to take all necessary measures, including carrying out their obligations under this Agreement in a different manner for the duration of the emergency situation.

7.0 ADMINISTRATIVE RESPONSIBILITIES

7.1.1 The Residential Hospice is responsible for all of its business operations.

7.1.2 The Residential Hospice shall comply with all applicable federal, provincial and municipal laws, rules, orders, regulations and by-laws which, by law, apply to it, including but not limited to the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Personal Health Information Protection Act, 2004*.

8.0 CONSULTATION AND COMMUNICATION

8.1 Obligation to Consult and to Provide Effective Communication

8.1.1 The LHIN and the Residential Hospice recognize that the timely exchange of information and consultation is essential to the success of discharging their respective responsibilities.

8.1.2 The parties agree that:

- (a) the Residential Hospice shall immediately advise the LHIN, where possible, of issues or events, including contentious matters, which concern or can reasonably be expected to concern the LHIN in the exercise of the LHIN's responsibilities; and
- (b) the LHIN and the Residential 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.

8.1.3 The LHIN shall be provided with an opportunity to provide input into the Residential Hospice's strategic planning process.

9.0 PUBLICITY AND ADVERTISING

- 9.1.1 Any publicity or publications relating to the Funding by the LHIN of the provision of Services and all other matters arising out of this Agreement must have the prior written consent of the LHIN.
- 9.1.2 The Residential Hospice shall at all times acknowledge the support of the LHIN in copies of any and all reports and other written materials and in all advertising and publicity relating to the provision of Services funded by the LHIN, in a format approved by the LHIN. The Residential Hospice shall ensure that the foregoing acknowledgement indicates that the views expressed in the materials are the views of the Residential Hospice and do not necessarily reflect those of the LHIN.

10.0 FINANCIAL ARRANGEMENTS

10.1 Residential Hospice Funding

- 10.1.1 The LHIN shall receive and administer the funding allocated from the Ministry for the Residential Hospice.
- 10.1.2 The Residential Hospice acknowledges and agrees that the term of this Agreement is expressly subject to the LHIN's funding. Accordingly, in the event that the LHIN's Funding is reduced or terminated, the LHIN shall be entitled to terminate this Agreement. Provided that the funding is made available to the LHIN for such purpose, the LHIN will make reasonable efforts to provide transition services to the extent practicable where Funding for Services to the Residential Hospice is decreased or terminated by the Ministry.
- 10.1.3 The Residential Hospice shall use such Funding solely for the purpose of hiring and employing the appropriate Personnel to provide the Services to eligible clients.

10.2 Flow of Funds

- 10.2.1 The LHIN shall flow the Funding to the Residential Hospice in equal installments once every month up to the maximum allocation, if any, provided to the LHIN from the Ministry for the provision of nursing and personal support services provided to eligible clients.
- 10.2.2 Any part of the Funding that has not been used or accounted for by the Residential Hospice during the fiscal year shall be returned to the LHIN within 60 days of the end of the fiscal year.

10.3 Withholdings, Remittances, Etc.

10.3.1 The Residential 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 the LHIN to the Residential Hospice or from any payments made by the Residential Hospice to any Personnel, and the LHIN shall not be responsible for doing or ensuring any such withholding, collection or payment. The Residential Hospice shall keep the LHIN indemnified from and against any Losses whatsoever which the LHIN may suffer or incur as a result of the Residential Hospice's failure to comply with its obligations hereunder.

10.4 Financial

10.4.1 Without limiting the obligations of the Residential Hospice contained elsewhere in this Agreement, the Residential Hospice shall be responsible for:

- (a) Collecting data and maintaining records to support the provision of Services to clients under this Agreement and its receipt of Funding and payment for Services hereunder;
- (b) Providing to the LHIN monthly financial reports which account for the Residential Hospice's administration of the Funding within 5 days after the end of each month;
- (c) Ensuring that all financial records with respect to the administration of the Funding are available to the LHIN upon request; and
- (d) Complying with the LHIN's detailed Funding and Billing requirements as set forth in Appendix A.

10.5 Dispute Resolution

10.5.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the performance, material breach, enforcement or validity of this Agreement, the LHIN and Residential Hospice hereto shall use their best commercially reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall each act in this order:

- a. The dispute shall be referred to the LHIN and Residential Hospice managers or equivalent who shall initially consult and negotiate in a timely manner with each other, in good faith and, recognizing their mutual interests, to attempt to reach a just and equitable solution satisfactory to the LHIN and Residential Hospice.
- b. If either the LHIN and Residential Hospice managers or equivalent cannot amicably reach a solution within ten (10) days of reference to them, the matter shall be referred to the LHIN Director or senior management equivalent and the Residential Hospice Director or senior management equivalent who shall initially consult and negotiate in a timely manner with

each other, in good faith and recognizing their mutual interests, to attempt to reach a just and equitable solution satisfactory to the LHIN and Residential Hospice.

- c. If either the LHIN Director or senior management equivalent and Residential Hospice Director or senior management equivalent cannot amicably reach a solution thirty (30) days of reference to them, either party to the dispute may at any time thereafter prior to the dispute being referred to arbitration, request in writing that a mediator be retained to assist the parties in resolving the dispute. In the event a request for mediation is made, the parties shall, within no more than five (5) business days, make reasonable attempts to agree on a mediator. If the parties are unable to agree on a mediator, the parties agree to accept the mediator appointed by the President of ADR Institute of Ontario presiding at the time the request for mediation is made (the "Neutral Appointing Authority"). The costs of the mediation shall be borne equally.
- d. If a dispute is not resolved within thirty (30) days of a request for mediation and provided that the parties mutually agree in writing, the dispute may at any time thereafter be referred to arbitration.
- e. Any dispute that is submitted to arbitration shall be dealt with in accordance with the following requirements:
 - i. the party seeking to initiate arbitration shall give written notice thereof to the other party and shall set forth a brief description of the matter submitted for arbitration;
 - ii. within ten (10) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
 - iii. in the event that the parties cannot agree upon a single arbitrator within the period set forth above, then a single arbitrator shall be appointed by the Neutral Appointing Authority;
 - iv. any arbitration conducted pursuant to this Agreement shall take place in the City of Waterloo and the parties shall meet with the arbitrator, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of an award by the arbitrator. The parties shall request that the arbitrator provide its decision on the matter in issue within thirty (30) days of the appointment of the arbitrator.

- v. the decision of the arbitrator in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties and not subject to appeal;
- vi. the costs of the arbitrator, shall be borne between the parties in the manner specified in the arbitrator's decision or, in the absence of any direction by the arbitrator, such costs shall be borne equally; and
- vii. except as modified by this Agreement, the provision of the *Arbitration Act, 1991* (Ontario), as amended from time to time, shall govern the arbitration process.

10.5.2 The parties shall continue the performance of their obligations under this Agreement during the resolution of any dispute or disagreement, including during any period of arbitration.

11.0 INDEMNIFICATION

11.1.1 The Residential Hospice shall indemnify and safe harmless the LHIN, and its employees, independent contractors, subcontractors and agents from and against all claims, losses, damages costs, demands, expenses, contracts, actions for other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to anything done or omitted to be done on the part of the Residential Hospice, its directors, officers, employees, independent contractors, subcontractors or agents in connection with the responsibilities of the Residential Hospice or its directors, officers, independent contractors or agents in connection with this Agreement.

11.1.2 The indemnity set out in 11.1.1 shall not extend to any claims, losses, damages, costs, demands, expenses, contracts, actions for other proceedings of any kind or nature to the extent that they are based on, occasioned by, or attributable to anything negligently done or omitted to be done by the LHIN or its employees, independent contractors, subcontractors or agents in connection with this agreement.

11.1.3 The Residential Hospice's ability to indemnify or reimburse the LHIN shall not affect or prejudice the LHIN from exercising any other rights under the Applicable Law.

11.1.4 The Residential Hospice shall protect itself from and against all claims that might arise from anything done or omitted to be done by the Residential Hospice or its 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 the loss of use thereof, is caused.

11.2 Insurance

11.2.1 For the purpose of Section 11.1.4, and without restricting the generality of that Section, the Residential 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 in form and substance reasonably acceptable to the LHIN, with prior consultation, providing coverage for a limit of not less than five million (\$5,000,000.00) dollars 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 from the acts or omissions of the Residential Hospice or its Personnel in connection with the provision of Services funded by the LHIN under this Agreement. All insurance shall show the LHIN as an additional insured in the policy.

11.2.2 The Residential Hospice shall submit to the LHIN upon notice by the LHIN proof of the insurance coverage in the form of a certificate and a copy of the relevant portion of the insurance policy incorporating the terms and clauses referred to in Sections 11.1.1 and 11.1.4. Such coverage shall be kept current throughout the term of this Agreement and any subsequent renewals to this Agreement.

11.2.3 The Residential Hospice shall use reasonable efforts to ensure that all Personnel providing Services that are funded by the LHIN under this Agreement maintain in full force and effect, during the term of this Agreement, the appropriate malpractice liability insurance or its equivalent coverage.

12.0 REPORTING REQUIREMENTS

12.1 Financial Reports

12.1.1 The Residential Hospice shall prepare and submit to the LHIN monthly financial reports within 5 days after the end of each month and will include the following information:

- (a) total Funding received from the LHIN during the applicable reporting period;
- (b) total amount of LHIN Funding spent on direct nursing services during the applicable reporting period;
- (c) total amount of LHIN 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 LHIN Funding;
- (f) total hours of direct personal support services purchased using LHIN Funding;

- (g) percentage of total program costs funded by the LHIN;
- (h) average number of nursing service hours per client;
- (i) average number of personal support service hours per client; and
- (j) total number of clients served during the applicable reporting period.

12.1.2 The Residential Hospice shall use the Financial Reporting Template in Appendix B to report to the LHIN.

12.2 Key Performance Indicator Monitoring Reports

12.2.1 The Residential Hospice shall prepare and submit to the LHIN monthly key performance indicator monitoring reports within 5 days after the end of each month and will include the following information:

- (a) number of clients served by diagnosis during the applicable reporting period;
- (b) average length of stay in the Residential Hospice in days;
- (c) average occupancy rates;
- (d) number and type of client/caregiver complaints related to nursing services;
- (e) number and type of client/caregiver complaints related to personal support services;
- (f) ER Visits; and
- (g) Hospital readmissions.

12.2.2 The Residential Hospice shall prepare and submit to the LHIN within 30 days after the end of the fiscal year a summary of the results of formal and informal surveys of client and/or caregiver satisfaction, and any follow-up to such surveys.

12.2.3 The Residential Hospice shall use the Key Performance Indicator Reporting Template in Appendix C to report to the LHIN.

13.0 CONFIDENTIALITY

13.1 No Disclosure of Confidential Information

- (a) 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.

13.2 Permitted Disclosures

13.2.1 The Hospice agrees that, the LHIN may disclose the name and address of the Hospice to other LHINs and the public.

13.2.2 The LHIN may disclose to the Government of Ontario and its agents any information with respect to this Agreement.

13.2.3 The LHIN may disclose any information with respect to the Hospice and this Agreement as required by the Applicable Law.

13.2.4 The Hospice shall not require the LHIN 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 audits or inspections under this Agreement.

13.3 Privacy Law

13.3.1 The Hospice will comply with the *Personal Health Information Protection Act, 2004* (Ontario) with respect to all Client Information disclosed to it by the LHIN.

14.0 RECORDS AND AUDITS

14.1.1 The Residential Hospice shall keep and maintain separate books of account and financial records, including copies of all payments issued to Personnel, respecting the administration of all amounts paid in respect of the provision of Services funded by the LHIN 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.

14.1.2 The Residential Hospice shall, at the termination or expiry of this Agreement keep at its premises, all reports, documents and files relating to the clients who receive Services and shall maintain such reports, documents and files for a period of:

- (a) Ten years following the date of the client's death or the last contact with the client, for clients that are aged 18 years or older: or
- (b) Ten years following the date that the client became or would have become 18 years old, for clients aged less than 18 years old at the time of death or last contact; or
- (c) Such longer period as is required by law

14.1.3 The Residential Hospice authorizes the LHIN and its agents, upon 24 hours notice and during normal business hours, to visit the Residential Hospice's premises to inspect and copy any books, records, invoices, reports, documents and files in the possession or under the control of the Residential Hospice relating to this Agreement and the provision of Services funded by the LHIN hereunder.

14.1.4 The LHIN's rights of inspection under this Agreement include the right to perform an audit, either by the LHIN or the Provincial Auditor.

14.1.5 If any such inspection or audit discloses an understatement or overstatement of Funding properly due to the Residential 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 fifteen 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.

14.1.6 The Residential Hospice shall submit, to the LHIN, the annual audited financial statements of the Residential Hospice for each of the Residential Hospice's financial years that occur during the Agreement term. The Residential Hospice shall provide its audited financial statements to the LHIN 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.

15.0 TERMINATION OF THE AGREEMENT

15.1 Termination by the LHIN

14.1.1 In addition to the termination rights referred to in Section 10.1.2, this Agreement may be terminated by the LHIN or will be terminated automatically, as the case may be, in any of the following circumstances:

- (a) by the LHIN on the giving of thirty days prior written notice if the Residential Hospice is in breach or default in the performance of any of its obligations hereunder and such breach or default is not remedied to the satisfaction of the LHIN within such thirty day period; or
- (b) automatically and immediately in the event that:
 - a. the Residential Hospice becomes bankrupt or insolvent; or
 - b. a receiving order is made against the Residential Hospice; or
 - c. a resolution is passes or other action taken for winding-up or dissolution of the Residential Hospice; or
 - d. the Residential Hospice files any notice under or derives benefit from any statute relating to bankruptcy or insolvent debtors or the orderly payment of debts; or
 - e. the Residential Hospice ceases operation as a Residential Hospice.

15.2 Termination by the Residential Hospice

15.2.1 This Agreement may be terminated by the Residential Hospice, or will terminate automatically, as the case may be, in any of the following circumstances:

- (a) on the giving of sixty days prior written notice if the Residential Hospice opts out of the envelope funding method for the provision of nursing and personal support services pursuant to this Agreement; or
- (b) on the giving of thirty days prior written notice if the LHIN is in breach or default in the performance of any of its obligations hereunder and such breach or default has not been remedied within such thirty day period; or
- (c) automatically and immediately in the event that:
 - a. the LHIN becomes bankrupt or insolvent; or
 - b. a receiving order is made against the LHIN; or
 - c. a resolution is passed or other action taken for winding-up or dissolving the LHIN ; or
 - d. the LHIN files any notice under or derives benefit from any statute relating to bankruptcy or insolvent debtors or the order payment of debts.

15.3 Effect of Termination

15.3.1 Within 90 days following the termination or expiry of this Agreement, the parties shall each perform an accounting of amounts funded and expenditures made for Services. The termination of this Agreement shall not affect the liability of either party for amounts due or accruing due to the other party at the date of termination, or amounts funded but not spent, which amounts shall be debts that shall continue to be binding and enforceable obligations. Either party may set off against any amounts due to the other party, any amounts properly due and owing or refundable to such party, as the case may be. Furthermore, the indemnities herein provided for the benefit of the LHIN shall survive any termination or expiry of this Agreement and shall continue in full force and effect for the benefit of the LHIN.

15.4 Misappropriation of Funding

15.4.1 If the LHIN terminates this Agreement due to the Residential Hospice's usage or expenditure of any Funding for any purpose other than the provision of Services pursuant to the Service Plans in the manner authorized and agreed to by the LHIN, the LHIN may in addition to all other rights conferred upon it under this Agreement or in law or at equity, require the Residential Hospice to immediately pay the LHIN an amount equal to the funds used or spent by the Residential Hospice for the purpose not authorized or agreed to by the LHIN.

16.0 NOTICE

16.1.1 Any notice, consent or other communication (hereinafter referred to as "notice"), required or otherwise, to be given by a party to this Agreement to the other, shall be deemed to have been sufficiently given seven days after such notice has been mailed, postage prepaid, or on the due date of receipt, where such notice has been delivered by hand or facsimile transmission. Any such notice shall be addressed:

- (a) in the case of a notice to the LHIN to: Director, Contracts & Accountability;
and
- (b) in the case of a notice to the Residential Hospice to: Executive Director or equivalent position.

16.1.2 Any party may from time to time change its representative, address or facsimile number by notifying the other party with the notice thereof in accordance with the provisions of Section 15.1.1.

17.0 GENERAL PROVISIONS

17.1 Entire Agreement

17.1.1 This Agreement and the Schedules and Appendices hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understanding, collateral, oral, or otherwise. There are no other agreements among the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and the Schedules and Appendices hereto.

17.2 No Waiver

17.2.1 No failure by a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

17.3 Assignment

17.3.1 The Residential Hospice may not assign this Agreement without the prior written consent of the LHIN which consent may not be unreasonably withheld. This Agreement shall be deemed to be assigned, and the prior written consent of the LHIN required in the event of a change in effective control of the Residential Hospice. For the purposes of the foregoing, "change in effective control" means the transfer or issue by sale, assignment, transmission on death, encumbrance, issuance from treasury, operation of law or otherwise, of any shares, voting rights

or interest which would result in any change in the identity of the person or entity exercising, or who might exercise, effective control of a corporation or partnership and, in the case of a partnership, includes a change in any of its partners.

17.3.2 The LHIN may in its sole discretion, assign the Agreement without the consent of the Residential Hospice.

17.4 Successors and Assigns

17.4.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

17.5 Further Assurances

17.5.1 Each party shall from time to time and at all times hereafter do such further acts and things and execute such further documents and instruments as shall reasonably be required in order to fully perform, carry out and give effect to the purposes and intent of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties have duly executed this Agreement.



Name Cindy Ward
13-Apr-2022

Date

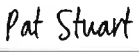
Title Vice President Resource Sharing and CFO
Home and Community Care Support Services
Erie St Clair, Hamilton Niagara Haldimand Brant, South West, Waterloo Wellington



Name Karyn Lumsden
13-Apr-2022


Date

Title Vice President
Home and Community Care Support Services Waterloo Wellington



Name
Residential Hospice Executive Director
13-Apr-2022

Date



Name
Residential Hospice Board Chair
(if required as per Board policy)
13-Apr-2022

Date

APPENDIX A

Detailed Funding and Billing Requirements

- The total annual allocation for the Residential Hospice will be \$1,126,250.00 which is inclusive of Nursing and Personal Support Services and the existing PSW Wage Enhancement. This amount is not inclusive of any future wage enhancements that may mandated.
- The LHIN will flow the Funding to the Residential Hospice in equal installments of \$93,854.17 once every month up to the preset maximum amount allocated if any, by the Ministry for nursing and personal support services provided to eligible Clients.
- If a residential hospice's total funding exceeds its total costs for nursing and personal support services, the remaining funds may be applied to other costs of meeting the medical needs of patients and caregivers in residential hospices, including:
 - social work services;
 - care coordination of services;
 - medical supplies and equipment; and
 - training.


A residential hospice that uses any funds to cover costs other than nursing and personal support services must include these details in its regular financial reports to the LHIN.

- The preferred method of payment will be direct deposit to the Residential Hospice.
- Residential Hospices will be expected to maintain an average daily census of (10 Beds X 80%), 80% of total beds.

APPENDIX B Financial Reporting Template

Residential Hospice:

Total Annual Funding
Allocation

| | 1 st Month of Quarter | 2nd Month of Quarter | 3rd Month of Quarter | Total for Quarter | Total YTD |
|---|--|-------------------------|-------------------------|----------------------|--------------|
| Total Nursing Hours (direct care) | | | | | 0 |
| Average Nursing Hours per client | | | | | 0 |
| Total Personal Support Hours (direct care) | | | | | 0 |
| Average Personal Support hours per client | | | | | 0 |
| Total Number of Clients Served | | | | | 0 |
| Total Funding Received | | | | | 0 |
| Total Expenditure Nursing (direct care) | | | | | 0 |
| Total Expenditure Personal Support (direct care) | | | | | 0 |
| Total Expenditure % of Total Program Costs funded by LHIN | | | | | 0 % |
| Balance | | | | | 0 |
| Total Funding to be returned to LHIN (At year end) Cost per Client per length of stay |  | | | | 0 |

APPENDIX C

Key Performance Indicator Reporting Template

Definitions:

Percentage of clients served by diagnosis during the applicable reporting period

- Number of clients with malignant and non-malignant diagnoses served during the applicable reporting period divided by the total number of clients served during the applicable reporting period X 100

Average length of stay in the Residential Hospice in days

- Total number of days spent in Residential Hospice (all clients) in the applicable reporting period divided by the total number of clients served during the applicable reporting period

Occupancy rates

- Total number of beds available to be filled during the applicable reporting period.
- Average number Residential Hospice beds filled during the applicable reporting period, i.e. the number of beds available times the number of days in the applicable reporting period divided by the total number of Residential Hospice beds actually filled during the applicable reporting period

Number and type of client/caregiver complaints related to nursing services

Number and type of client/caregiver complaints related to personal support services

Client and/or caregiver satisfaction (to be reported at year-end only)

- A description of the results of formal and informal surveys and any follow-up to surveys

Admission Sources

ER Visits

Hospital Re-admissions

Key Performance Indicators Reporting Template

Residential Hospice:

| | 1 st Month of Quarter | 2nd Month of Quarter | 3rd Month of Quarter | Total for Quarter | Total YTD |
|---|-------------------------------------|-------------------------|-------------------------|----------------------|-----------|
| Percentage of Clients served with a malignant diagnosis | | | | | 0 |
| Percentage of Clients served with a non- malignant diagnosis | | | | | 0 |
| Average Length of Stay (days) | | | | | 0 |
| Total Number of Beds | | | | | 0 |
| Average Occupancy Rate | | | | | 0 |
| Number of client/caregiver complaints about nursing | | | | | 0 |
| Number of client/caregiver complaints about personal support services | | | | | 0 |

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):

Collaborative Care Plans

ER Visits – Number of ER visits in reporting period

Hospital re-admissions – Number of Hospital Visits in a reporting period

Patient Caregiver experience use of Regional HPC survey (voices survey)

APPENDIX D

MIS Statistical Information Reporting Template

From MOH Website on LHIN reporting:

Table 22A Individuals Served, Visits/Hours of Care, Waiting for Service, Average Costs in Residential Hospice-EOL-Nursing FC.

[Report](#)

Table 22B Individuals Served, Hours of Care, Waiting for Service, Average Costs in Residential Hospice-EOL-Personal Support FC.

[Report](#)

Table 22C Individuals Served, Visits of Care, Waiting for Service, Average Costs in Residential Hospice-EOL-Therapies Combined FC.

[Report](#)