LSAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "Agreement") is made as of the 1st day of April, 2017

B E T W E E N:

CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

YEE HONG CENTRE FOR GERIATRIC CARE (the "HSP")

IN RESPECT OF SERVICES PROVIDED AT:

YEE HONG CENTRE FOR GERIATRIC CARE – SCARBOROUGH FINCH
located at **60 Scottfield Drive, Scarborough, ON M1S 5T7** (the "Home")
and

YEE HONG CENTRE FOR GERIATRIC CARE - SCARBOROUGH MCNICOLL
located at **2311 McNicoll Avenue, Scarborough, ON M1V 5L3** (the "Home")

WHEREAS the LHIN and the HSP (together the "Parties") entered into a long-term care home service accountability agreement that took effect April 1, 2016 (the "LSAA");

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1.0 Definitions. Except as otherwise defined in this Agreement, all terms shall have the meaning ascribed to them in the LSAA. References in this Agreement to the LSAA mean the LSAA as amended and extended.

2.0 Amendments.

2.1 Agreed Amendments. The LSAA is amended as set out in this Article 2.

2.2 Amended Definitions.

The following terms have the following meanings.

For the Funding Year beginning April 1, 2017, "**Schedule**" means any one, and "**Schedules**" means any two or more as the context requires, of the Schedules appended to this Agreement, including:

Schedule A. Description of Homes and Beds;
Schedule B. Additional Terms and Conditions Applicable to the Funding Model;
Schedule C. Reporting Requirements;
Schedule D. Performance; and
Schedule E. Form of Compliance Declaration.

For clarity, the Schedules appended to this Agreement, and in effect for the Funding Year beginning April 1, 2017, are the Schedules in effect for the Funding Year that began April 1, 2016 ("2016-17"), except that:

2.2.1 Schedule A may have been amended;
2.2.2 the footnote in Schedule C has been amended; and,
2.2.3 Schedule D has been amended to reflect only the Funding Year beginning April 1, 2017.

2.3 Reporting. The LSAA is hereby amended by deleting Section 6.2(c) and replacing it with the following:

Reporting. The HSP will report on its community engagement and integration activities as requested from time to time by the LHIN.

3.0 Effective Date. The amendment set out in Article 1 shall take effect on April 1, 2017. All other terms of the LSAA shall remain in full force and effect.

4.0 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.0 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK

By:

Louis O'Brien, Chair — Date: FEB 2 7 2017

And by:

Deborah Hammons, CEO — Date: FEB 2 7 2017

YEE HONG CENTRE FOR GERIATRIC CARE

By:

Corinne Wong, Chair — Date: Feb 26. 2017

I have authority to bind the HSP

And by:

Eric Hong, CEO — Date: Feb. 24, 2017

I have authority to bind the HSP

Schedule A: Description of Home and Beds

A.1 General Information			
LTCH Legal Name / Licencee	Yee Hong Centre for Geriatric Care		
LTCH Common Name	Yee Hong Centre for Geriatric Care – Scarborough Finch		
LTCH Facility ID Number LTCH Facility (master number for RAI MDS)	NH4473		
Address	60 Scottfield Drive		
City	Toronto	Postal Code	M1S 5T7
Geography served (catchment area)	Central East LHIN Catchment		
Accreditation organization	Accreditation Canada		
Date of Last Accreditation	October 2012	Year(s) Awarded	4

A.2 Licensed or Approved Beds & Classification / Bed Type

Bed Types	Total # of Beds					Term of Licence	Comments/Additional Information
	A	B	C	D	New		
Regular Long Stay Beds					249	July 1, 2010 to June 30, 2035	
Convalescent Care Beds							
Respite Beds					1		
Beds in Abeyance							
ELDCAP Beds							
Interim Beds							
Veterans' Priority Access beds							
Other beds *							
Sub Total # all Bed Types					250		
Total # all Bed Types					**250**		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

A.3 Structural Information					
Type of Room *(this refers to structural layout rather than what is charged in accommodations)*					
Number of rooms with 1 bed	110	Number of rooms with 2 beds	70	Number of Floors	6
Number of rooms with 3 beds	0	Number of rooms with 4 beds	0	Total # Rooms	180

Original Construction Date (Year)	2004
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 2) 3) 4)

Number of Units/Resident Home Areas and Beds	
Unit/Resident Home Area	*Number of Beds*
10 Resident Home Areas	25 Each

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"**Approved Funding**" means the allowable subsidy for the Term determined by reconciling the Estimated Provincial Subsidy (as defined below) in accordance with Applicable Law and Applicable Policy

"**Construction Funding Subsidy**" or **"CFS"** means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a "**Development Agreement**").

"**CFS Commitments**" means

(a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home, in effect between the HSP and the LHIN on June 30, 2010, and

(b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"**Envelope**" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

(a) the "Nursing and Personal Care" Envelope;
(b) the "Program and Support Services" Envelope;
(c) the "Raw Food" Envelope; and
(d) the "Other Accommodation" Envelope.

"**Estimated Provincial Subsidy**" means the estimated provincial subsidy calculated in accordance with Applicable Policy.

"Reconciliation Reports" means the reports required by Applicable Policy including the Long-term Care Home Annual Report and, the In-Year Revenue/Occupancy Report.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22^{nd}) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use All Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.2 The HSP shall not transfer any portion of the Estimated Provincial Subsidy in the "Raw Food" Envelope to any other Envelope:

4.3 The HSP may transfer all or any of the part of the Estimated Provincial Subsidy for the Other Accommodation Envelope to any other Envelope without the prior written approval of the LHIN, provided that the HSP has complied with the standards and criteria for the "Other Accommodation" Envelope as set out in Applicable Policy.

4.4 The HSP may transfer any part of the Estimated Provincial Subsidy in the (a) Nursing and Personal Care" Envelope; or (b) the "Program and Support Services Envelope; to any Envelope other than the Other Accommodation Envelope without the prior written approval of the LHIN provided that the transfer is done in accordance with Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has agreed in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written agreement.

5.3 Where this Agreement establishes or requires a service requirement that surpasses

the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Approved Funding.

6.3 In accordance with the Applicable Law and Applicable Policy, if the Estimated Provincial Subsidy paid to the HSP exceeds the Approved Funding for any period, the excess is a debt due and owing by the HSP to the Crown in right of Ontario which shall be paid by the HSP to the Crown in right of Ontario and, in addition to any other methods available to recover the debt, the LHIN may deduct the amount of the debt from any subsequent amounts to be provided by the LHIN to the HSP. If the Estimated Provincial Subsidy paid for any period is less than the Approved Funding, the LHIN shall provide the difference to the HSP.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	**Estimated Due Dates[1]**
2016 – Jan 01-16 to Sept 30-16	By October 15, 2016
2017 – Jan 01-17 to Sept 30-17	By October 15, 2017
2018 – Jan 01-18 to Sept 30-18	By October 15, 2018
2. Long-Term Care Home Annual Report	
Reporting Period	**Estimated Due Dates[1]**
2016 – Jan 01-16 to Dec 31-16	By September 30, 2017
2017 – Jan 01-17 to Dec 31-17	By September 30, 2018
2018 – Jan 01-18 to Dec 31-18	By September 30, 2019
3. French Language Services Report	
Fiscal Year	**Due Dates**
2016-17 – Apr 01-16 to March 31-17	April 28, 2017
2017-18 – Apr 01-17 to March 31-18	April 30, 2018
2018-19 – Apr 01-18 to March 31-19	April 30, 2019
4. OHRS/MIS Trial Balance Submission	
2016-2017	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-16- to Sept 30-16 (Fiscal Year) Q2 – Jan 01-16 to Jun 30-16 (Calendar Year)	October 31, 2016
Q3 – Apr 01-16- to Dec 31-16 (Fiscal Year) Q3 – Jan 01-16 to Sept 30-16 (Calendar Year)	January 31, 2017 – Optional Submission
Q4 – Apr 01-16- to March 31-17 (Fiscal Year) Q4 – Jan 01-16 to Dec 31-16 (Calendar Year)	May 31, 2017
2017-2018	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-17 to Sept 30-17 (Fiscal Year) Q2 – Jan 01-17 to June 30-17 (Calendar Year)	October 31, 2017
Q3 – Apr 01-17 to Dec 31-17 (Fiscal Year) Q3 – Jan 01-17 to Sept 30-17 (Calendar Year)	January 31, 2018 – Optional Submission
Q4 – Apr 01-17 to March 31-18 (Fiscal Year) Q4 – Jan 01-17 to Dec 31-17 (Calendar Year)	May 31, 2018
2018-2019	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-18 to Sept 30-18 (Fiscal Year) Q2 – Jan 01-18 to June 20-18 (Calendar Year)	October 31, 2018
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year) Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	January 31, 2019 – Optional Submission
Q4 – Apr 01-18 to March 31-19 (Fiscal Year) Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	May 31, 2019
5. Compliance Declaration	
Funding Year	**Due Dates**
January 1, 2016 – December 31, 2016	March 1, 2017
January 1, 2017 – December 31, 2017	March 1, 2018
January 1, 2018 – December 31, 2018	March 1, 2019

[1] These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Schedule C – Reporting Requirements Cont'd

6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	**Estimated Final Due Dates[1]**
2016-2017 Q1	August 31, 2016
2016-2017 Q2	November 30, 2016
2016-2017 Q3	February 28, 2017
2016-2017 Q4	May 31, 2017
2017-2018 Q1	August 31, 2017
2017-2018 Q2	November 30, 2017
2017-2018 Q3	February 28, 2018
2017-2018 Q4	May 31, 2018
2018-2019 Q1	August 31, 2018
2018-2019 Q2	November 30, 2018
2018-2019 Q3	February 28, 2019
2018-2019 Q4	May 31, 2019
7. Staffing Report	
Reporting Period	**Estimated Due Dates[1]**
January 1, 2016 – December 31, 2016	July 7, 2017
January 1, 2017 – December 31, 2017	July 6, 2018
January 1, 2018 – December 31, 2018	July 5, 2019
8. Quality Improvement Plan *(submitted to Health Quality Ontario (HQO))*	
Planning Period	**Due Dates**
April 1, 2016 – March 31, 2017	April 1, 2016
April 1, 2017 – March 31, 2018	April 1, 2017
April 1, 2018 – March 31, 2019	April 1, 2018

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:
n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator	2017/18	
		Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
Coordination and Access Indicators	Average Long-Stay Occupancy / Average Long-Stay Utilization (E)	n/a	n/a
	Wait Time from CCAC Determination of Eligibility to LTC Home Response (E)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (E)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (E)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (E)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (E)	n/a	n/a

NOTES:
1. *DSCR equal to or greater than one - Homes that report a DSCR of less than one for two consecutive periods will trigger a performance conversation with the Central East LHIN. Corporate homes may notify the Central East LHIN of intent to report DSCR at a corporate, rather than home level. Note: performance conversations may involve multiple LHINs.
**Total Margin equal to or greater than zero – Homes that report a Total Margin of less than zero at LTCH's Q2 may trigger a performance discussion with the Central East LHIN. Homes reporting a Total Margin of less than zero at LTCH's fiscal year-end will trigger a performance conversation with the Central East LHIN. (It is the expectation that all LTCHs will end their fiscal year in a balanced position.)

Schedule D – Performance

2.0 LHIN-Specific Obligations

LHIN SPECIFIC PERFORMANCE OBLIGATION	PERFORMANCE STANDARD	DATA SOURCE	REPORTING RESPONSIBILITY
1. BSO Indicators: All LTCH are required to comply with the reporting requirements established for the provincial BSO program.	N/A	N/A	As required.
2. Response Time to Application: The LTCH will ensure that the response time to application is within the legislated time frame in order to support efficient system flow and placement.	162 (3) of Ontario Regulation 79/10 of the *Long-Term Care Homes Act, 2007*, the licensee will respond to a request for placement made by a Placement Coordinator within 5 business days.	CECCAC	CECCAC will review data with Central East LHIN quarterly. Chronic performance issues will be addressed with the LTCH.
3. Cultural Competency: To better serve the increasing number of Franco-Ontarians, Indigenous people and new Ontarians, the Central East LHIN will support the advancement of a health care system that is capable of delivering the highest-quality care at the local level to any patient, regardless of race, ethnicity, culture or language capacity. HSPs will be required to report back to the Central East LHIN as requested on programs and initiatives that demonstrate their commitment to this priority.	N/A	N/A	HSPs will be required to report back to the Central East LHIN as requested on programs and initiatives which demonstrate their commitment to this aim.
4. LHIN Sub-Region (Health Link Communities): Each HSP must be a signatory to the "Health Link Letter of Commitment" as provided by the Central East LHIN.	N/A	N/A	HSPs will be required to report back to the Central East LHIN as requested on programs and initiatives which demonstrate their commitment to this aim.

LHIN SPECIFIC EXPLANATORY OBLIGATION	PERFORMANCE STANDARD	DATA SOURCE	REPORTING RESPONSIBILITY
• HSP has a process developed for identification of complex vulnerable* patients. • HSP has a process defined for development of a Coordinated Care Plan for complex vulnerable* patients that: – Is developed with the patient and caregiver; – Involves two or more health care professionals – at least one of which is from outside the organization and; – Contains an action plan for one or more of patient and/or caregiver identified health concerns. *Complex Vulnerable patients as defined by provincial and Central East LHIN Health Links program.	N/A	N/A	HSPs will be required to report back to the Central East LHIN as requested on programs and initiatives which demonstrate their commitment to this aim.

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

To: **The Board of Directors** of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: **The Board of Directors** (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: [January 1, 201X – December 31, 201x] (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

(i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and

(ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2016.

_____

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf], [insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]