

L-SAA AMENDING AGREEMENT

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

BETWEEN:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

Caressant-Care Nursing and Retirement Homes Limited (the "HSP")

IN RESPECT OF SERVICES PROVIDED AT:

**Caressant Care Courtland located at
4850 Highway 59, PO Box 279, Courtland, ON, N0J 1E0**

And

**Caressant Care Listowel Nursing Home located at
710 Reserve Avenue South, Listowel, ON N4W 2L1**

And

**Caressant Care on Mary Bucke located at
4 Mary Bucke Street, St. Thomas, ON N5R 5J6**

And

**Caressant Care Woodstock Nursing Home located at
81 Fyfe Avenue, Woodstock, ON N4S 8Y2**

And

**The Maples Home for Seniors located at
94 William Street South, PO Box 400, Tavistock, ON N0B 2R0**

And

**Caressant Care on Bonnie Place located at
15 Bonnie Place, St. Thomas, ON N5R 5T8**

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 "L-SAA");

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 L-SAA. References in this Agreement to the L-SAA mean the L-SAA as amended and extended.

2.0 Amendments.

2.1 Agreed Amendments. The L-SAA 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 L-SAA 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 L-SAA 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.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By: 

Lori Van Opstal, Interim Board Chair

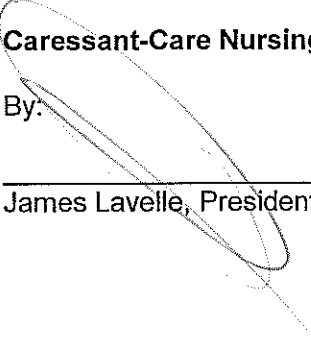
MAR 22 2017
Date

And by: 

Michael Barrett, CEO

MAR 22 2017
Date

Caressant-Care Nursing and Retirement Homes Limited

By: 

James Lavelle, President

February 21, 2017
Date