

AMENDING AGREEMENT

This Agreement is made in duplicate and is effective as of the 1st day of October, 2004 (the Effective Date)

BETWEEN:

HER MAJESTY THE QUEEN in right of Ontario
as represented by the Ministry of Health and Long-Term Care

(hereinafter called "MOHLTC")

AND:

[insert proper legal name of Long-Term Care Facility Operator as identified on the applicable Service Agreement]

(hereinafter called the "Operator")

This Amending Agreement amends the current Service Agreement between the MOHLTC and the Operator relating to **[insert name and address of Long-Term Care Facility as set out in Schedule "A" to the Service Agreement]** as follows:

1. The Envelope amounts under the Service Agreement, as set out in the Subsidy Calculation Worksheet attached to the Service Agreement, are hereby revised as follows:

(i) the Nursing and Personal Care Envelope funding level under the Service Agreement is increased by one dollar and sixty cents (\$1.60) per resident per day based on a CMI of 100 as of the Effective Date of this Amending Agreement.

(ii) the Program and Support Services Envelope funding level under the Service Agreement is increased by forty cents (\$0.40) per resident per day as of the Effective Date of this Amending Agreement.

(iii) the Nursing and Personal Care Envelope funding level under the Service Agreement is further increased by seventy-five cents (\$0.75) per resident per day based on a CMI of 100 as of April 1, 2005, which increase will be made in conjunction with the implementation of the applicable annual acuity adjustment, if any, resulting from the Levels of Classification Process, as set out in the Subsidy Calculation Worksheet attached to the Service Agreement.

2. An equalization adjustment will be made available to those eligible Operators on the basis of their pre-1998 pay equity funding levels to ensure that all Operators receive funding of up to three dollars and twenty-five cents (\$3.25) per resident per day.

3. All funding provided under sections 1 and 2 herein that results in an increase to the Nursing and Personal Care Envelope, Program and Support Services Envelope or Raw Food Envelope amounts under the Service Agreement, as set out in the Subsidy Calculation Worksheet, is subject to the following conditions:

(i) the Operator shall apply the funding under sections 1 and 2 herein provided from October 1 to December 31, 2004 to take all reasonable steps to:

- (a) provide a minimum of two (2) baths or showers per resident per week unless medically contra-indicated;
- (b) ensure that proper and sufficient care of each resident's body is provided daily to safeguard the resident's health and to maintain personal hygiene;

- (c) provide a minimum of one (1) Registered Nurse on site and on duty at the Facility twenty-four (24) hours per day, seven (7) days per week;
- (d) ensure that resident menu plans and menu cycles are signed by Registered Dietitians ;
- (e) increase registered nursing staff (registered nurses or registered practical nurses) representing new net nursing time per resident;
- (f) increase personal support workers and other direct care staffing representing new net personal support time per resident; and
- (g) improve social programming and community engagement through measures such as increased time for a Co-ordinator of Volunteers and increased support for Resident and Family Councils;

(ii) the Operator shall apply the funding under sections 1 and 2 herein provided commencing January 1, 2005 to:

- (h) provide a minimum of two (2) baths or showers per resident per week unless medically contra-indicated;
- (i) ensure that proper and sufficient care of each resident's body is provided daily to safeguard the resident's health and to maintain personal hygiene;
- (j) provide a minimum of one (1) Registered Nurse on site and on duty at the Facility twenty-four (24) hours per day, seven (7) days per week;
- (k) ensure that resident menu plans and menu cycles are signed by Registered Dietitians ;
- (l) increase registered nursing staff (registered nurses or registered practical nurses) representing new net nursing time per resident;
- (m) increase personal support workers and other direct care staffing representing new net personal support time per resident; and
- (n) improve social programming and community engagement through measures such as increased time for a Co-ordinator of Volunteers and increased support for Resident and Family Councils;

(iii) the Operator shall maintain records of the application of the funding under sections 1 and 2 herein, evidencing compliance with sections 3(i) and (ii) herein, which records shall be provided to the MOHLTC upon request;

(iv) in the event that the funding under sections 1 and 2 herein is not applied as required by sections 3(i) and 3(ii) herein or in the event that the Operator fails to provide the proof of application required under section 3(iii) herein, the Operator agrees that it shall return to the MOHLTC, upon request, any amounts not applied as required.

4. All funding provided in section 2 that results in an increase to the Other Accommodation Envelope amount under the Service Agreement, as set out in the Subsidy Calculation Worksheet, is subject to the following conditions:

(i) the Operator shall apply the funding under section 2 herein to increase the salaries and wages of existing staff or increase existing staff ;

(ii) the Operator shall maintain records of the application of the funding under section 2 herein, evidencing compliance with section 4(i) herein, which records shall be provided to the MOHLTC upon reasonable notice; and

(iii) in the event that the funding under section 2 herein, is not applied as required by section 4(i) herein or in the event that the Operator fails to provide the proof of application required under section 4(ii) herein, the Operator agrees that it shall return to the MOHLTC, upon request, any amounts not applied as required.

5. The Other Accommodation Envelope funding under the Agreement, as set out in the Subsidy Calculation Worksheet attached to the Service Agreement, will be increased by eighty-three cents (\$0.83) per resident per day as of the Effective Date of this Amending Agreement.

6. The Structural Compliance Premiums for Facilities that received capital grants prior to April 1, 1998 will no longer be prorated on the basis of the amount of capital grants received by the Operator. The Structural Compliance Premium cap of \$3.00 for per-1998 "A" Facilities will be retained but will no longer be prorated by the amount of the grant funding received by the Operator.

7. The funding to be provided by the MOHLTC to the Operator under this Amending Agreement is set out in the MOHLTC 2004/05 Funding Schedule, which is attached to this Amending Agreement.

8. All funding to be provided by the MOHLTC to the Operator under this Amending Agreement is subject to the condition that the Operator shall execute this Amending Agreement and return it to their respective MOHLTC Regional Office no later than October 19, 2004.

9. This Amending Agreement, once fully executed, shall represent a revision to the Subsidy Calculation Worksheet in accordance with the Agreement.

10. All other terms and conditions of the Agreement remain unchanged except where amendment is implied *mutatis mutandis* to give effect to this Amending Agreement.

The parties having agreed to the amendments contained herein have executed same on the date first above written.

[insert proper legal name of Long-Term Care Operator as identified on the the applicable Service Agreement]

Date:

Name:

Position:

I have authority to bind the Operator.

**HER MAJESTY THE QUEEN
in right of Ontario as
represented by the Ministry of Health and
Long-Term Care**

Date:

Regional Director's First and Last Name
Regional Director