

H-SAA AMENDING AGREEMENT # 3



THIS AMENDING AGREEMENT (the "Agreement") is made as of the 31st day of March, 2012

B E T W E E N:

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

AND

BAYCREST CENTRE FOR GERIATRIC CARE (the "Hospital")

WHEREAS the LHIN and the Hospital (together the "Parties") entered into a hospital service accountability agreement that took effect April 1, 2008 and is due to expire on March 31, 2012 (the "H-SAA");

AND WHEREAS the LHIN and the Hospital have agreed to extend the H-SAA for three months to June 30, 2012 pending the MOHLTC's announcement of funding allocations;

AND WHEREAS the LHIN and the Hospital intend to negotiate further amendments to the H-SAA following the release of the funding allocations, such further amendments to include an extension of the H-SAA to March 31, 2013 as well as amendments to the Schedules to reflect the funding allocations;

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 H-SAA.

2.0 Amendments.

2.1 Agreed Amendments. The Parties agree that the H-SAA shall be amended as set out in this Article 2.

2.2 Title and Headers. The Parties agree that the title of the H-SAA and the headers within the H-SAA shall be amended by deleting "2008-2011" and replacing it with "2008-2012."

2.3 Definitions. The definition for HAPS in Article 2.1 shall be deleted and replaced with:


"HAPS means the Board-approved hospital annual planning submission provided by the Hospital to the LHIN for the Fiscal years 2008-2009, 2009-2010, 2010-2011, 2011-2012 and 2012-13;

- 2.4 **Term.** The Parties agree that the H-SAA shall continue until June 30, 2012. Consequently, the reference to "March 31, 2012" in Article 3.2 shall be deleted and replaced with "June 30, 2012".
- 3.0 **Effective Date.** The Parties agree that the amendments set out in Article 2 shall take effect on March 31, 2012. All other terms of the H-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 extension of the H-SAA 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.

TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:



Angela Ferrante, Chair

16/4/2012

Date

And by:




Camille Orridge, CEO

13/4/2012

Date

BAYCREST CENTRE FOR GERIATRIC CARE

By:



Garry Foster, Chair

4/10/12

Date

And by:



William Reichman, CEO

3/26/12

Date