

## RELATIONSHIP AGREEMENT

between

**Community Care Northumberland**

(“CCN”)

and

**Ed’s House Northumberland Hospice Care Centre Foundation**

(the “Foundation”)

(each, a “Party”, and collectively, the “Parties”)

### DEFINITIONS SECTION

- I. “Agreement” means this relationship agreement, dated June 30, 2023.
- II. “Boards”, collectively, means the boards of directors of Community Care Northumberland and Ed’s House Northumberland Hospice Care Centre Foundation.
- III. “CCN” means Community Care Northumberland, a not-for-profit corporation incorporated under the laws of the Province of Ontario.
- IV. “CCN Board” means the board of directors of Community Care Northumberland.
- V. “CEO” means the Chief Executive Officer of Community Care Northumberland, who shall, in accordance with section 4.1(a), also be the Chief Executive Officer of Ed’s House Northumberland Hospice Care Centre Foundation.
- VI. “Foundation” means Ed’s House Northumberland Hospice Care Centre Foundation, a not-for-profit corporation incorporated under the laws of the Province of Ontario.
- VII. “Foundation Board” means the board of directors of Ed’s House Northumberland Hospice Care Centre Foundation.
- VIII. “Hospice Services” means the Hospice Palliative Care programs administered by Community Care Northumberland, including community-based hospice programs, the hospice residence known as Ed’s House, and all educational and special projects associated with same.
- IX. “Operational Requirements” means the costs associated with the provision of the Hospice Services, including the costs of renovations, equipment, upgrades, and maintenance of the facilities in which the Hospice Services are provided.

### 1.0 PURPOSE AND SHARED UNDERSTANDING

CCN operates a full spectrum of community services and programming, including Hospice Palliative Care programs, community-based hospice programs, grief and bereavement services, and a 10-bed hospice residence (currently consisting of 6 operational beds and 4 unfinished suites) for end-of-life care;

The Foundation has been created to act as a Public Foundation to receive and maintain a fund or funds and to apply all or part of the principal and income therefrom, from time to time, to charitable organizations that are also registered charities under the *Income Tax Act* (Canada);

The Foundation has determined that among the services and programs offered through CCN, the Hospice Services closely align with the charitable corporate objectives of the Foundation.

Therefore, CCN and the Foundation are entering into this Agreement with the following purpose and shared understanding:

- a) The purpose of the Agreement is:
  - i) to provide a framework within which the Parties will work together to foster ongoing philanthropy in our community that assists CCN in meeting its Operational Requirements; and
  - ii) to clarify the respective roles and responsibilities of the Parties and their Boards of Directors in the advancement of philanthropic support for the Hospice Services.
- b) The Boards acknowledge that CCN faces many needs and opportunities and must prioritize such needs and opportunities within the context of local, regional and provincial priorities, CCN's specific mandate, the health needs of the community, and the availability of funding.
- c) The Boards understand that they are required to raise philanthropic funds (donations, bequests, and proceeds from special events) in support of the Operational Requirements.
- d) The Boards understand that philanthropic donors have many choices as to where to invest their gifts.
- e) The Boards also recognize a shared accountability to create a welcoming and rewarding environment for philanthropy at CCN.
- f) Despite the lack of legal obligation imposed by this Agreement, the Boards have given proper consideration to, and agree to act in good faith in accordance with, its terms.

## **2.0 ROLES AND RESPONSIBILITIES**

### **2.1 Identifying Priorities For The Use Of Philanthropic Funds**

- a) The CCN Board has responsibility for establishing the strategic direction of the Hospice Services as part of their regular Strategic Planning responsibility. The strategic plan and operational objectives of the Hospice Services will be shared on an annual basis with the Foundation.
- b) The CCN Board shall seek the support of the Foundation for those projects and purposes related to the Operational Requirements.
- c) The Foundation chairperson or designate, along with relevant staff, will participate in the development of the CCN's annual priority list specific to the Hospice Services. This list and funding request shall be made available to the Foundation Board in the third

quarter of the prior year.

## **2.2 Setting Fundraising Goals For The Use Of Philanthropic Funds**

- a) The Foundation Board has responsibility for setting and striving to meet ambitious yet achievable goals for the philanthropic support of the Operational Requirements.
- b) The Foundation Board will review CCN's identified priorities and will support those projects aligned with the Foundation's charitable corporate objectives, within the capacity of the Foundation, and with the interests of the philanthropic donor community. A report will be provided to the CCN Board following this review outlining the potential funding availability for the projects on an annual basis.

## **2.3 Accountability for the Application of Philanthropic Funds**

- a) The Foundation shall raise funds to support CCN as their highest priority. The Foundation may, from time to time, work with another charity or service organization in the joint pursuit of funds.
- b) The Foundation is responsible for the control and management of all assets of the Foundation, including prudent management of all gifts consistent with donor intent.
- c) When transferring funds to CCN, the Foundation shall clearly indicate any restrictions, limitations or designations attached to the transferred funds. It shall be the responsibility of CCN to honour such donor intent.
- d) It shall be the responsibility of the Foundation to seek CCN approval before accepting donations restricted to purposes that are not consistent with CCN's priorities.
- e) CCN may refuse gifts of equipment or property that are not needed or cannot be used by CCN to advance the provision of the Hospice Services.

## **2.4 Source of Philanthropic Funds**

- a) The Foundation shall be the principal agent of CCN in soliciting and managing charitable donations in support of the Hospice Services. All donations from individuals, corporations, service organizations, registered charities, groups and estates for the purposes of the Hospice Services will be received by and receipted by the Foundation.
- b) CCN will be the principal agent in soliciting and managing charitable donations in support of all other programs and services under its mandate.
- c) If a donation is received in support of both Parties, a recommendation will be provided to the Boards for approval on the designation of those funds.

- d) Registered charities, community groups, or individuals wishing to raise funds in support of the Hospice Services or using the name of either Party in the course of raising such funds will be referred to the Foundation to seek approval and guidance for such actions. This paragraph is intended to ensure consistent messaging within the community, completeness of donor records, and consistency in donor recognition.

## **2.5 Sharing of Information**

- a) Except for client, resident, donor, and personal information, the Parties agree to provide each other, on a timely basis, with full disclosure as it relates to the Hospice Services' strategic plans, forecasts and budgets, current financial position, and related progress reports, including the use of philanthropic funds.
- b) The use of this shared information shall be governed by the respective Codes of Conduct, Confidentiality Agreements, and Privacy Policies of each of the Parties.

## **3.0 COMMUNICATIONS**

- a) The Boards are committed to open and transparent communication and cooperation.
- b) There will be cross-representation between the two Boards by having members of the CCN Board appointed to the Foundation Board on a regular basis. Currently, three (3) members of the Foundation Board are appointed from the CCN Board.
- c) There shall be at least one (1) joint gathering of the CCN and Foundation Boards each year to share progress related to the Hospice Services and to discuss any other business of common interest to the Boards.
- d) The Chairs and Vice Chairs of the Boards, along with the CEO, shall meet jointly at least once a year to review CCN's long-term priorities.

## **4.0 SHARED SERVICES**

### **4.1 Human Resources Support**

- a) The CEO of CCN will act as the CEO of the Foundation. The CCN Director of Donor Relations and Communications will act on behalf of CCN and the Foundation. Other human resource support will be provided through staff employed at CCN. The Foundation may hire, on contract or other means, human resource support to complete specific functions required to meet their needs.

### **4.2 Infrastructure Support**

- a) CCN shall provide the Foundation with infrastructure support including but not limited to office and storage space within CCN, utilities, information technology services, server data

storage, and environmental services.

#### **4.3 Insurance Coverage**

- a) The liability insurance policy purchased by CCN for the CCN Board and staff shall also provide coverage for the Foundation Board and its staff and volunteers, including but not limited to property and casualty insurance, and Directors' and Officers' Liability Insurance. This coverage will be explicitly recorded on the insurance policy documents.

#### **4.4 Donor Events, Visits and Solicitation Calls**

- a) The CEO and the CCN Director of Donor Relations and Communications shall be available to the Foundation on reasonable notice for donor events, visits and solicitation calls. Other senior CCN leadership may be available on reasonable notice for periodic donor stewardship activities.
- b) The Parties will develop a joint communications strategy, subject to the approval of the Boards, to provide consistent messaging within CCN and the community at large with respect to CCN's needs for philanthropic support from the community for the ongoing provision of the Hospice Services.

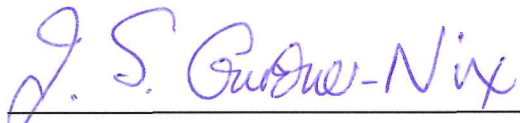
#### **4.5 Service Agreement**

- a) A service agreement will be created to cover, at a reasonable cost, the Hospice Services and any other services that may be delivered by CCN on behalf of the Foundation. This agreement will be reviewed annually.

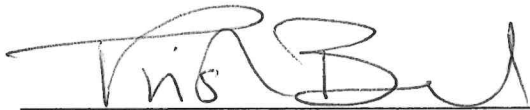
### **5.0 DISPUTE RESOLUTION**

- a) Each Party will use its best efforts to resolve issues and disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Party's interests.
- b) The Parties will use their best efforts to resolve any issues and disputes that might arise in a collaborative manner, at the earliest possible stage, through informal discussion and resolution.
- c) Any issues or disputes will be raised at regular meetings of the CEO and Board Chairs. The CEO may bring an issue or dispute to the Board Chairs at any time.
- d) If there are material issues or disputes that cannot be resolved, the CEO will develop a written statement describing the facts and events leading to the issue or dispute and listing potential options for resolution.

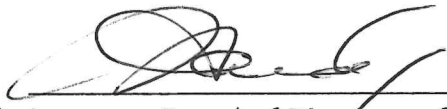
- e) If the issue or dispute cannot be resolved by the Board Chairs, then the Board Chairs will refer the issue or dispute to their respective Boards and/or Governance Committees. The Board Chairs will be expected to resolve the issue or dispute in an efficient and expeditious way that respects the objectives set out above.



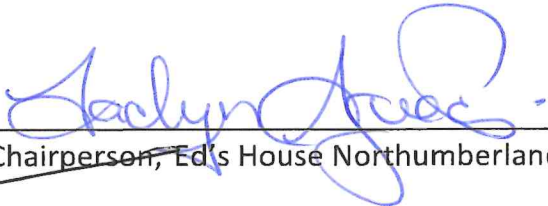
Chairperson, Board of Directors of Community Care Northumberland




CEO, Community Care Northumberland



Chairperson, Board of Directors of Ed's House Northumberland Hospice Care Centre Foundation



Vice Chairperson, Ed's House Northumberland Hospice Care Centre Foundation



TREASURER,