

Board of Directors Meeting Minutes
Zoom Meeting – Friday, January 26, 2024 – 10:00 am

Present: Jackie Gardner-Nix, Elaine Azzopardi, Tim Miller, Angela Grogan, Judy McLean, Jessica Clarke, Cindy Anthony, Sharyl Ann Milligan, Stephen Beauchamp, Selena Forsyth, Sharron MacDonald, Trish Baird, Tina Stephens, Patti Aitken, Manager, Wellness Services.

Regrets: Judy McLean, Tim Miller

Topic	Discussion	Decision/Action
Board Education	CCN Wellness Services Update – Patti Aitken, Manager of Wellness Services, shared a high-level presentation outlining programs and services offered by the CCN Wellness department.	Presentation available on-Board Portal.
1.1 & 1.2 Quorum & Declaration of Conflict of Interest	The meeting was called to order by Jackie Gardner-Nix who welcomed everyone. There was a quorum present. Jessica Clarke declared a conflict of interest regarding the CCN/CMH Admin Agreement. Jessica will not take part in the discussion.	Jessica Clarke will not take part in the discussion around the CCN/CMH Admin Agreement.
1.3. Approval of Consent Agenda	Approval of Consent Agenda Pull out Finance Committee minutes and move to 4.1.1 for further discussion. Pull out Fundraising Committee minutes and move to 4.5 for further discussion.	Motion by: Angela to approve the amended consent agenda. 2 nd by: Selena. Carried.
1.4 Approval of Agenda	Approval of Agenda	Motion by: Cindy Anthony to approve the agenda. 2 nd by: Sharron MacDonald. Carried.
3. Business Arising from Minutes	3.1 Bed Expansion Update Trish informed the Board that a construction agreement with Dalren has been signed in the amount of \$348,000 to complete the 4 rooms. Oxygen and Suction are coming in at a cost of approx. \$130,000. Change orders may be necessary as the project proceeds. Start date of construction is scheduled for Feb. 5, 2024, with a completion date of March 31. Beds will be operational immediately following construction. Trish will keep the board updated on progress.	For Information Purposes
4. Board Business/Committee Matters	4.1 Finance Committee – CCN/CMH Admin Agreement The Finance Committee reviewed 2 proposals for Administrative/Financial services. The proposals were	

	<p>compared in relation to services offered, cost and experience. The recommendation was to accept the proposal from Campbellford Memorial Hospital for a three-year agreement at an annual fee of \$145,344.00 with a 1% increase yearly and the option to renew for a second three year term. The Finance Committee discussed that need for additional analytical work which could be outsourced as needed. The Board felt comfortable with this recommendation.</p> <p>4.1.1 Finance Committee Minutes Board member asked for clarification from the Finance Committee on the review & submission of the Foundation Funding Request. This is a procedural process being set up for the request for funds which needs more discussion at the next Finance Committee meeting in February.</p> <p>4.2 Strategic Plan – Quarterly Update Trish provided a detailed Operational Plan document that aligns with the Strategic Directions. This is a working document that will be shared with the Board quarterly, outlining the key activities taken and personnel responsible to continue moving the Strategic Plan forward.</p> <p>4.3 Foundation Update – Quick update for the foundation, Stephen Beauchamp is now the Treasurer. Bylaws are currently being reviewed and will be discussed at their Feb. meeting. Two of the new rooms at Ed’s House have been financially spoken for.</p> <p>4.4 OHT-N Update/Advisory Council OHT-N Collaboration Council had their 1st meeting in January since November. Still in the process of recruiting staff so not a lot of activity to report on. This is the same with the Governance Advisory Council, things are on hold until staff have been hired.</p> <p>4.5 Fundraising Committee Elaine wanted to inform the Fundraising Committee that although the cupcake fundraiser may not have yielded a huge financial windfall, community spirit was totally behind the event.</p>	<p>Motion by: Stephen Beauchamp to approve the signing of the CCN/CMH Administration Agreement from March 31, 2024 – March 31, 2027. 2nd by: Angela Grogan Carried</p> <p>For Information Purposes</p> <p>For Information Purposes</p> <p>For Information Purposes</p> <p>For Information Purposes</p> <p>For Information Purposes</p>
5. Termination		Motion by: Selena Forsyth

Next Meeting – Friday, February 23, 2024 – 10:00 am – Zoom

Board of Directors Meeting Minutes
In Person Meeting – Friday, November 24, 2023 – 11:00 am

Present: Jackie Gardner-Nix, Elaine Azzopardi, Tim Miller, Angela Grogan, Judy McLean, Jessica Clarke, Cindy Anthony, Sharyl Ann Milligan, Trish Baird, Tina Stephens, Meaghan Spencer (Finance Manager, CMH) Jordyn Boivin (Financial Analyst, CMH)

Regrets: Stephen Beauchamp, Selena Forsyth, Sharron MacDonald

Topic	Discussion	Decision/Action
1.1 & 1.2 Quorum & Declaration of Conflict of Interest	The meeting was called to order by Jackie Gardner-Nix who welcomed everyone. There was a quorum present, and no conflicts of interest were declared.	No conflicts were declared.
1.3. Approval of Consent Agenda	Approval of Consent Agenda Move Lottery Activities Policy to item #4.1.1(a). for more discussion.	Motion by: Tim Miller to approve the amended consent agenda. 2 nd by: Angela Grogan. Carried.
1.4 Approval of Agenda	Approval of Agenda	Motion by: Cindy Anthony to approve the agenda. 2 nd by: Jessica Clarke. Carried.
3. Business Arising from Minutes	3.1 Bed Expansion Update Trish presented the Board with a detailed list of proposed constructions costs. Still waiting for the exact cost of construction from the builder, Dalren. The board felt comfortable moving ahead with estimated cost, up to \$700,000, with a suggestion to inquire about another possible quote for the installation of oxygen and suction for all 10 beds.	Motion by: Judy Mclean to approve the construction costs, up to \$700,000. 2 nd by: Jessica Clarke. Carried.
4. Board Business/Committee Matters	4.1 Finance Committee – CCN Q2 Financial Results Finance Committee Chair, Judy McLean, presented the Q2 Financial Results. Overall, CCN is in a positive position at the end of Q2. 4.1.1 F-70 Donor Recognition – New Policy Judy informed the Board that financial policy F-70 Donor Recognition has been reviewed by the Committee. Significant changes have been made. 4.1.1 (a) F-125 Lottery Activities policy was shared with the Board as a reminder of CCN's policy around the purchasing of tickets for Raffles, 50/50 or Nevada.	Motion by: Judy McLean to approve the Q2 Financial results. 2 nd by: Tim Miller Carried Motion by: Judy McLean to approve the changes made to F-70 Donor Recognition policy. 2 nd by: Jessica Clarke Carried For Information Purposes

	<p>4.2 Foundation Update There are quite a bit of activities happening for the Foundation. A Professionals night is being planned for some time after the holidays. A mail out is being developed, along with some policies and Terms of Reference. The date for Hand Bags event will be April 4, 2024 at the Best Western in Cobourg.</p> <p>4.3 OHT-N/Advisory Council Update Things are at a slow pace right now for the OHT-N as the new Co-Chairs are getting settled in and new staff are being recruited.</p> <p>4.4 In Camera Session</p>	<p>For Information Purposes</p> <p>For Information Purposes</p> <p>Motion by: Jessica Clarke to move into Camera. 2nd by: Angela Grogan. Carried.</p> <p>Motion by: Jessica Clarke to go out of Camera. 2nd by: Cindy Anthony. Carried</p>
3.1 Termination		Motion by: Judy Mclean

Next Meeting – Friday, January 26, 2024 – 10:00 am – Zoom

Governance Committee Meeting Minutes Zoom Meeting – Friday, Dec. 8, 2023 – 9:00 am

Present: Elaine Azzopardi, Jessica Clarke, Stephen Beauchamp, Trish Baird, Tina Stephens,

Regrets: Cindy Anthony

Topic	Discussion	Decision/Action
1. Quorum & Approval of Agenda	There was a quorum present.	Motion by: Stephen Beauchamp to approve the agenda. 2 nd by: Jessica Clarke. Carried.
2. Approval of Minutes	2.1 Approval of Previous Minutes – March 31, 2023	Motion by: Jessica Clarke to approve the minutes of Oct. 13, 2023. 2 nd by: Stephen Beauchamp Carried.
3. Business Arising	No Outstanding Business	
4. New Business/Work Plan Items	<p>4.1 Strategic Priorities & Objectives Trish shared the first draft of the Strategic Priorities & Objectives the senior management team has begun to work on. Trish will share this with the Board on a quarterly or 6-month basis. This document is still a work in progress.</p> <p>4.2 HPCO Accreditation Trish shared a report with the Committee completed by Sherry Gibson, Director of Hospices Services, outlining ongoing compliance requirements.</p> <p>4.2 Review Policy BD-140 – HPCO Accreditation Recommendations from Sherry Gibson, with regards to the mentioned policy:</p> <ol style="list-style-type: none"> 1. "Community Care Northumberland commits to maintaining accreditation of its programs In-Home Hospice, Spiritual Care Services, Grief and Bereavement Support and Hospice Residence through its member organization, Hospice Palliative Care Ontario (HPCO). 2. "The CEO, together with the Director, Hospice Services will ensure that HPCO accreditation remains current and in good standing, consistent with both 	<p>Trish will email this out to the Committee.</p> <p>For Information Purposes</p> <p>Motion by: Jessica Clarke to accept the changes suggested by the Director of Hospice Services. 2nd by: Stephen Beauchamp Carried.</p>

	<p>the standards and the "Accreditation Seal License Agreement" and communicate to stakeholders where appropriate..</p> <p>The Committee felt comfortable with these changes and will also include the Agreement as an attachment to the policy.</p>	
5. Policy Review	<p>The Committee reviewed the below policies and made the following recommendations:</p> <ol style="list-style-type: none"> 1. BD-40 Reimbursement for Travel <ul style="list-style-type: none"> -Change title to "Reimbursement for Mileage". -Change "Out of pocket expenses" to "Mileage". -Submitted to "CEO" instead of Admin office. -Change "Volunteers" to "Board Members". -Change 1st sentence in last paragraph to say, "CCN is not responsible for any other costs." 2. BD-70 Roles & Responsibilities <ul style="list-style-type: none"> -minor formatting corrections to be made. 3. BD-80 Confidentiality & Privacy <ul style="list-style-type: none"> -minor formatting corrections. Suggested to make this a fillable document and upload it to the portal for the Board members to review and sign on a yearly basis. 	
Terminate		Motion by: Stephen to Terminate

Next Regular Meeting: Feb. 2, 2024 – 9:00 am



Fundraising Committee Minutes

Date: Monday, December 18, 2023

Time: 2:00 pm

Location: Via Zoom

Attendees: Selena Forsyth, Dr. Jackie Gardner-Nix, Sarah Turk, Sharron MacDonald, Sharyl Ann Milligan

Staff: Trish Baird, Jenny McCaig Lindsay

Regrets: David Miller, Joel Scott, Darlene Wood

Meeting: called to order at 2:02 pm

Item	Lead
1. Welcome	Selena
2. Approval of Previous Minutes	
2.1 Oct. 16, 2023 – attached approve Sarah second Selena	Selena
3. Business Arising from Previous Minutes	
3.1 Donor Thank you/Phone Calls Update Donor recognition policy updated (attached)	Trish
4. Donor Relations Recap (Report Attached)	Trish
\$52,000 HBB \$2000 Cupcakes - instead of cupcakes, suggested something healthy next year \$105,000 Wills & Estates	

The team discussed the recent wills and estates received by the community, which amounted to approximately \$105,000 and another potential \$10,000 estate currently under legal review.

Blackbaud - looking to get refund still - never implemented for CCN & Ed's House - already paid \$20k, but haven't paid the final \$10k

There was also a discussion about an unresolved legal dispute with Blackbaud, a fundraising and data management software company, over an outstanding bill of \$10,000. The team is hopeful that the situation will prompt Blackbaud to refund some of the \$20,000 already paid, but there are doubts about the likelihood of this occurring.

We are now using Donor Perfect for Ed's House & will also use for CCN.

For 2024:

Review & Refresh our websites

New Communications Plan

Handbags for Hospice – Apr 4, 2024

Golf Tourney - no date as of yet

Newsletter schedule - move from 1 asks to 2 asks/year

5. Recap on Fundraising Activities in Progress

5.1 Fall Mailout

Trish/Selena

Discussed fundraising letter, which had undergone changes, including a shift from the board chair to the CEO signing it. The committee deliberated on the effectiveness of their traditional methods of fundraising, such as mail campaigns, compared to digital alternatives. However, concerns were raised about the accessibility of these traditional methods for those without high-speed internet. The topic of the cost of these mailings was also brought up, but no specific details were provided.

Went out later than expected and arrived 1st week of Dec. due to issues with the mailing service. Despite the delay, the mail out was well-received, with positive feedback about the story of a client from Brighton.

Previous mailer went out of business due to paper layoffs; we used Willow publishing
Jennifer Love worked with Joel

Also mentioned that they had raised about \$10,000 in returns over a few days.

Joel to respond to Jackie on the why, regarding cost for mailout?

Sharyl Anne did not receive the mail out, which the committee agreed to investigate. Sharron expressed her appreciation for the mail out and considered a future donation; Selena also gave positive feedback.

Selena expressed her frustration about the frequent requests for donations she receives. The committee discussed the CCN privacy policy, confirming that it does not share or sell donor lists. The committee then discussed a report attached to the donor relations recap.

5.2 Christmas Cupcakes – Ed's House

Jenny

3rd party event with Frosted Flour Port Hope – ties to Ed's House so decision made to put fundraising dollars towards Ed's House, raising \$2,000 but less successful than hoped. There were concerns about the unhealthiness of the cupcakes, with suggestions to reconsider the type of fundraiser as the community focuses on health initiatives. The team agreed to take this feedback into account for future events.

6. Update on Activities for future planning

Jenny

6.1 Dragon Boats – will look at next season May? Feasibility?

Jenny and Selena discussed plans for the upcoming Dragon Boat Festival in May. The festival, which would serve as a fundraiser for their 30th anniversary, would involve using a third party for most of the work, with the team focusing on advertising. They planned to meet with the town to discuss approval for the event and were considering the possibility of participating in boat manning and possibly providing volunteers on the day of the event.

7. New Business

7.1 Socials/Newsletters: Jenny follow up next meeting

Jenny

How many people attached to our social media
Newsletter email numbers

Social Media Advertising Strategy and Facebook Impact

Jenny explained the process of advertising their locally made cupcakes through their social media platforms and newsletters. She mentioned that their advertising strategy is supported by their community who share their posts in various local groups. Selena requested for a report on their social media metrics for the next meeting. Jenny also mentioned that they distribute media releases to a wide range of news outlets. However, concerns were raised regarding the impact of Facebook's ruling on their advertising strategies. Selena confirmed that the issue would affect all social media platforms, including Facebook and Instagram.

7.2 Committee's Roles to review in New Year:

Trish

Discussion on the role of the fundraising committee and the Ed's House Foundation Board in relation to their responsibilities for fundraising for CCN. Selena suggested adding this topic to the agenda for the next meeting. The enforcement of the CCN vacation policy was discussed

Next steps:

- Joel will answer questions about the donor relations report and the costs of the mailing campaign.
- Consider switching to a healthier fundraising option for future events.
- Continue negotiations with Blackboard regarding the outstanding bill.
- Consider asking donors to pay for processing fees in the future.
- Jenny will look up and provide statistics on social media reach and newsletter signups for the next meeting.

Termination: 2:51 pm Sharron

Next Meeting: Monday, February 26th, 2024 @ 2pm

Finance Committee Meeting Minutes Zoom Meeting – Friday, January 12, 2024 – 9:00 am

Present: Judy McLean, Jackie Gardner-Nix, Donna Moulton, Stephen Beauchamp, Tim Miller, Trish Baird, Tina Stephens

Regrets: Angela Grogan, Jordyn Boivin (Analyst, CMH), Meaghan Spencer (Finance Manager, CMH) Adam Kolisnyk (CFO-CMH)

Topic	Discussion	Decision/Action
1. Quorum & Approval of Agenda	The meeting was called to order by Judy McLean and a quorum was present.	Motion by: Tim Miller to approve the agenda. Seconded: Stephen Beauchamp Carried.
2. Approval of Minutes	2.1 Approval of previous minutes – Nov. 10, 2023	Motion by: Donna Moulton to approve the previous minutes. Seconded: Judy McLean Carried.
3. Work Plan Items	<p>3.1 Review of Fee Schedule Trish presented the Committee with the 2024/2025 Fee schedule for Client Services. There is no recommendation to increase fees for the upcoming fiscal year, as many fees were increased last year, and the Committee felt comfortable going with the status quo.</p> <p>3.1 Review of Policy F-80 The Committee felt that policy is fine as is and no changes recommended. Review yearly.</p> <p>3.2 Review Inventory of Investments Trish presented the Committee with an inventory of the current CCN investments. As investments mature, they are cashed in and deposited into the RBC operating account. After much discussion it was decided that as investments mature, they will be put into a redeemable investment so they can be cashed in if funds are needed. Trish will reach out to RBC contact to convey the instructions.</p> <p>3.2 Review of Policy F-120 There are no changes needed for this policy.</p> <p>3.3 Review of Work Plan</p>	<p>For Discussion</p> <p>Motion by: Stephen Beauchamp to change GIC's instructions to 'redeemable' once they mature to ensure availability for future requirements. Seconded by: Tim Miller Carried.</p>

	<p>The Committee did a mid-year review of the workplan and made the following suggestions:</p> <p>3.2 – Review & Submission of Foundation Funding Request – it was suggested we move this item to the February meeting.</p> <p>4.3 – HIROC Risk Register Report & Update This item will be deferred. Leave this item in January for review. Completion of this project has been a timing issue. Trish & Tina will further discuss this project.</p>	
4. Policy Review	<p>The Committee review the below policies and made the following recommendations:</p> <p>F:32 Capitalization Threshold – No changes F-45 Corporate Credit Cards – No changes F-100 Financial Reporting – No changes</p>	For Discussion
5. In Camera	<p>The Committee moved in camera.</p> <p>Once outside of camera the Committee made the following motion:</p> <p>Motion made by Donna Moulton to recommend to the Board that CCN move forward with signing the three-year Administrative Agreement with Campbellford Memorial Hospital. Seconded by: Stephen Beauchamp. Carried.</p>	<p>Motion by: Stephen Beauchamp to move in camera. Seconded by: Donna Moulton Carried.</p> <p>Motion by: Donna Moulton to move out of camera. Seconded by: Jackie Gardner-Nix Carried.</p>
6. Terminate		Motion by Stephen to terminate.

Next Meeting: Friday, February 9, 2024 – 9:00 am - Zoom

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

THIS AGREEMENT MADE THIS 31st DAY OF March 2024

BETWEEN:

CAMPBELLFORD MEMORIAL HOSPITAL

Hereinafter called the "Hospital"

And

COMMUNITY CARE NORTHUMBERLAND

Hereinafter called "CCN"

WHEREAS, based upon its extensive experience in the administrative field, Campbellford Memorial Hospital is prepared to, and desires to render, administrative services to Community Care Northumberland.

AND WHEREAS, Community Care Northumberland desires to contract with Campbellford Memorial Hospital for the performance of these administrative services; to be performed on both premises.

Both parties agree that the goals of this management agreement will include the following:

- A) Develop a quality integrated support service solution capable of meeting future needs
- B) Improve linkages with each partner in the agreement
- C) Pool resource dollars to provide and/or expand expertise for partners
- D) Free up resources to dedicate to front-line service delivery of either partner
- E) Expand the ability to meet increasingly complex administrative and financial requirements
- F) Generate cost and process efficiencies
- G) Strengthen the Rural Health Hub Concept
- H) Provide enhanced decision support for each partner
- I) Incorporate Best Practices amongst partners and external agencies
- J) Seek future opportunities to share resources to the benefit of both parties

NOW THEREFORE, the parties hereto agree as follows:

1. Campbellford Memorial Hospital will perform the following services for CCN (the "Services"):

A) Establish, operate, and oversee the computerized accounting system for:

General Ledger, Accounts Receivable/Payable, Payroll, Billing Systems, Budgeting and Financial Reporting.

- B) Ensure timely and accurate accounting and reporting of financial information to the CCN Board of Directors including Monthly statements to the appropriate CCN Director/Manager
- C) Provide technical expertise in conjunction with the CCN auditors to ensure that accounting systems provide strong internal control.
- D) Provide Payroll processing services for CCN direct employees
- E) CMH will provide IT services as outlined in Appendix A

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

- F) CMH will share specialized knowledge on an adhoc basis with CCN (for example review of RFP procedures, HR processes, etc)
2. Community Care Northumberland will:
- A) Provide unrestricted access to individuals within CCN during normal business hours to obtain necessary accounting information.
 - B) Provide access to all information relevant to the provision of the Services on a need-to-know basis and subject to the confidentiality provisions herein.
 - C) Work with the Hospital to ensure the support and cooperation of CCN employees while providing the Services.
3. CCN agrees to indemnify and hold the Hospital harmless from any liability which may be imposed against the Hospital by reason of the breach of this Agreement or negligent acts or omissions of CCNs employees. The Hospital agrees to indemnify and holds CCN harmless from any liability, which may be imposed against CCN by reason of the breach of this Agreement or negligent acts or omissions of the Hospital.
4. The Term of this Agreement shall be for a period of 3 years, commencing on the first day of April 2024 (the "Commencement Date") and ending on the 31st day of March 2027.
5. This Agreement may be extended for further 3 year term(s) subject to mutual written agreement of both parties 6 months prior to the end of the preceding Term or renewal time, and subject to such changes in the services and budget as may be agreed upon for the renewal term.
6. It is agreed that the contract amount for the Services rendered hereunder shall be ONE HUNDRED and FORTY-FIVE THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$145,344.00) per annum plus applicable taxes for the first year of this agreement. Fees will be payable in monthly installments beginning on a date that is thirty days following the Commencement Date. Any amounts due hereunder shall bear interest from the date due at the rate of 5% per annum.
7. The contract amount will be increased each year during this contract beginning April 1st 2025, by 1% per annum to cover wage inflation. For a renewal of this agreement, the fees will be negotiated three months prior to the start of any renewal period.
8. In the event that services are required that are significantly above the agreed levels, then additional adhoc charges may be negotiated between the parties for additional services.
9. This Agreement may be terminated during the Term by either party through written notice of at least six (6) months to this effect sent via Registered Mail to the other party.
10. It is agreed by the parties hereto that in the event of an alleged breach of any of the provisions of the Agreement, the offended party shall, by written notice, give to the offending party thirty (30) days, commencing with the receipt of said notice, to correct the alleged breach. In the event said alleged breach is not so remedied within the thirty (30) day period, the offended party may, in its discretion give written notice to the offending party, that it is terminating the Agreement. In the event of such termination, the Hospital shall be paid for Services rendered to the termination date, and any overpayment shall be reimbursed by the Hospital to CCN forthwith. Notwithstanding the foregoing, the non-defaulting party shall have all rights and remedies available to it at law.

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

11. This Agreement, when fully executed, shall supersede any and all prior and existing Agreements, either oral or in writing, and contains all the covenants and agreements between the parties with respect to the subject matter of this Agreement. Any amendment or modification to this Agreement must be made in writing and signed by the parties hereto.
12. It is agreed by the parties hereto that without limiting its obligations or liabilities hereto, each party hereto will obtain, maintain and pay for during the period of this Agreement, the following insurance:
- A) Professional Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to cover claims arising out of the rendering of or failure to render any professional service under the Agreement.
 - B) Workplace Safety and Insurance Board (WSIB) coverage. The Occupational Health and Safety Act for Ontario requires that all persons working in Ontario be covered, even if the employer is not an Ontario-based company. If CCN or CMH is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of CCN or CMH or due to unsafe working conditions, these extra amounts will not be reimbursed by either party.
 - C) Errors and Omissions Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to cover claims arising out of the rendering of or failure to render any professional service under the Agreement.
 - D) Commercial General Liability insurance with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
 - Products and Completed Operations
 - Owners and Consultants Protective
 - Contractual Liability
 - Broad Form Property Damage
 - Personal Injury
 - Cross Liability and Severability of Interest
 - Medical Payments
 - Non-Owned Automobile Liability including Contractual Liability
 - Contingent Employers Liability
 - Employees as Additional Insureds

The insurance policies shall name the parties, its directors, officers, employees, agents, and contractors as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation and Professional Liability insurance), with a cross liability and severability of interest clauses. Such insurance shall be primary without right of contribution from other insurances available to either party, and shall extend to cover the employees of the insureds hereunder.

All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice prior to any insurance policies being materially altered, cancelled, or terminated by the insurers.

Each party must have an account in good standing with its respective Workers Safety Insurance Board and provide evidence of same upon request from time to time.

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

Each party shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies.

Prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to each other and with insurance companies satisfactory to each other and shall provide evidence of continuing coverage on request.

13. It is agreed by the parties hereto that any information concerning the business or affairs of each other, their directors, officers, agents, physicians, employees, clients, and volunteers of which they become aware of in the course of providing Services shall:
- A) be treated as confidential;
 - B) not be disclosed to any third party or to the partners personnel except as may be required under this Agreement; and
 - C) not be used for any purpose other than that contemplated by this Agreement.

It is agreed by the parties hereto that any combination of information which includes such information shall be treated as confidential even if individual parts thereof are not confidential. The Partners shall use all reasonable efforts to keep such information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to employ for its own confidential information.

In the event that either Partner is required by any applicable law to make disclosure of any such information, they shall consult with each other to the extent reasonably practicable in advance as to the contents and timing of such disclosure.

14. Conflict of interest is defined as a situation in which an individual uses, or is perceived to use, information, influence, and/or resources of an organization primarily for personal benefit, or insurance against personal loss, or for that of related individuals, or to benefit organizations to which they belong without prior disclosure of affiliation.

Any possible conflict of interest on the part of either party, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees or volunteers, shall be disclosed to the Chief Executive Officer of the Hospital or the Chief Executive Officer of CCN, respectively.

15. Conflict resolution between the partners is to be sought through discussion in a timely fashion. In case of a serious impasse, an independent third party should be contracted to act as facilitator/mediator. Several steps are available and should be used sequentially when addressing a disagreement, including:
- (i) The staff involved in the disagreement will attempt to resolve the disagreement. If not successful:
 - (ii) The CEO of the Hospital or CEO of CCN will take steps to resolve the disagreement. If still not resolved:
 - (iii) The respective Boards of Directors shall try to resolve the disagreement.
 - (iv) Third party assistance may begin at any time by mutual agreement.

16. **CCN acknowledges that (a) this Agreement (together with related records) is subject to the Freedom of information and Protection of Privacy Act (the "Act"), which applies to records in the**

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

custody or control of Ontario hospitals; and (b) such records may be subject to requests for access under the Act.

17. Representations, Warranties, and Covenants

- (i) CCN represents and warrants that:
 - a) it has the requisite power and authority to execute and deliver this Agreement and perform its obligations set out herein; and
 - b) the entering into of this Agreement will not result in the violation of any of the terms and provisions of any Agreement, written or oral, to which it may be a party.

- (ii) Hospital represents, warrants, and covenants that:
 - a) it has the requisite power and authority to execute and deliver this Agreement and perform its obligations set out herein;
 - b) the entering into of this Agreement will not result in the violation of any of the terms and provisions of any Agreement, written or oral, to which it may be a party;
 - c) the Hospital has the experience, knowledge, capacity, and qualifications to perform the Services; and
 - d) the Hospital shall ensure that all persons providing Services are properly qualified and that they deliver the Services in accordance with all applicable laws and industry best practices.

18. Relationship of the Parties

The Hospital is an independent contractor and will not act as CCN's agent, nor shall it or its employees, contractors, agents, or subcontractors be deemed to be an agent, contractor, or employee of CCN for the purposes of any employee benefit program, income tax withholding unemployment benefits, or otherwise. Neither party shall incur any obligation on the other's behalf, nor commit the other in any manner without the other's prior written consent.

19. Notice.

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail, or fax or email if confirmation of delivery is obtained, addressed as follows:

- (a) To CCN at: 174 Oliver Rd., P.O. Box 1087, Campbellford, ON K0L 1L0
1-705-653-0955

- (b) To Hospital at: 146 Oliver Rd., Campbellford, ON K0L 1L0
1-705-653-1140

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof, and by electronic means, the first business day following delivery.

20. General Provisions

- a) **Governing Law.** This Agreement shall be construed in accordance and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) **Assignment.** No party to this Agreement may assign this Agreement without the prior written consent of all of the other parties.
- c) **Benefit of the Agreement.** This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.
- d) **Further Assurances.** Each of the Parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties may reasonably require from time to time for the purpose of giving effect to this Agreement.
- e) **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- f) **Time of the Essence.** Time shall be of the essence in the performance of obligations pursuant to this Agreement.
- g) **Survival.** Rights and obligations under this Agreement which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof, will remain in effect after termination or expiration hereof.
- h) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

ADMINISTRATIVE MANAGEMENT AGREEMENT- COMMUNITY CARE NORTHUMBERLAND

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their officers thereunto duly authorized, on the day and year first written above.

CAMPBELLFORD MEMORIAL HOSPITAL,

Per:

* _____

Board Chair

* _____

President & CEO

COMMUNITY CARE NORTHUMBERLAND

Per:

* _____

Board Chair

* _____

Chief Executive Officer

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

APPENDIX "A"

Information Technology Equipment and Services Agreement Between
Community Care Northumberland
AND
Campbellford Memorial Hospital

Definitions:

- Provider: Campbellford Memorial Hospital (CMH)
- Information Technology (IT) Shared Service: within the scope of this document the provider role refers to the management, design, procurement, development, maintenance, enhancement and delivery of computer-based systems with respect to software applications, hardware infrastructure, and the support of corporate business processes and world flows. Please note this contract does not cover desktop support.
- Party- Community Care Northumberland (CCN)

Guiding Principles:

- Our core guiding principle is high quality and equitable service to all staff, partners, clients, and patients, regardless of location.
- All human resources are part of a single shared service team with work assignments directed centrally regardless of which entity acts as the paymaster.
- All IT assets will be the fiscal responsibility of the corporation to which they are located or to the corporation to which they provide a sole purpose regardless of physical location. Multi-corporate shared assets will be purchased by the provider; however, annual support and maintenance will be shared among all participants based on the agreed upon fee structure.
- Privacy and Data Sharing agreements not in existence today will be created between participating partners.
- Mutual Respect and commitment to retaining each partner's cultural identify.
- All activities are intended to provide cost and operational efficiencies that enable the partners to maximize quality client care, quality services, and ensure the appropriate allocation of resources towards patient. Cost efficiencies will be first applied to resolving any inequities, then will be equitably shared according to the defined model.
- All parties will endeavor to maintain the latest technology. Software releases should not be allowed to fall more than two releases behind. Every effort will be made to remain current. Upgrades will be mutually planned and coordinated.
- Every effort will be made to minimize risk, instability, exceptional costs, or financial penalties, and is in keeping with each partner's budget cycle. Adjustments will be planned, budgeted, and financed appropriately in a coordinated process.
- CMH is supportive of growing Information Technology (IT) services to other health care providers to increase value for the community and to provide added value to partners.

Purpose:

- This document is an addendum to the Master Agreement to the above parties.
- The purpose of this initiative is to:
 - o Provide IT Services 8 x 5 business hours (8 am - 4 pm) or as mutually agreed from time to time on an exception basis
 - o Work collaboratively with other regional and vendor partners

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

- o Leverage common resources to support corporate objectives and joint initiatives

Fees:

- CCN will compensate CMH for services rendered pursuant to this described service as follows:
 - o CMH labour support costs are included in the contract amount
 - o 100% of any out-of-pocket costs exclusively attributed to CCN and as mutually agreed
 - o 0% of any costs incurred exclusively for CMH
 - o 100% of any travel costs from CMH for CCN business per the travel policy of the employee's paymaster
 - o 15% of any shared costs. If CCN usage goes well above the 15% usage a review should be carried out and both organizations agree to a new percentage.

Processes:

- Over time and in a prioritized manner, all parties will work collaboratively to standardize processes, procedures, and policies in support of the services provided in scope.

After hour support:

- CCN CEO, Directors, and Managers will be able to call CMH switchboard or department covering the switchboard extension in order to access emergency after hours support if available. Please note there will be a 4 hour minimum charge at time and half for this support.

Scope:

- All parties shall share a service that delivers like quality. Priority will first be given based on clinical acuity for exceptional events after which it is based upon equity.
- People: will be directed by common leadership to the tasks and objectives necessary to support like quality to all parties equitably as defined.
- Process: services will be governed by common processes where possible and distinctly were depicted in the service designation chart below. The chart defines scope. New services are the value add brought by the partnership. Future services are not included but will be mutually developed as mutually agreed and beneficial for both parties:

Shared items between CCN & CMH

- Network Switch by CCN Campbellford office
- Fiber run to Network switch by CCN Campbellford Office
- NASs
- Core UPSs
- VMware SA
- Core Network
- Backup Solution
- Core VM Servers (hardware)
- SAN

Owned by CCN exclusively

- All of CCN Virtual Servers
- CCN Desktops and laptops
- Firewalls in CCN offices

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

- MFPs (including service contracts)"and printers located in CCN offices
- Software that only CCN uses
- CCN telephone systems and handsets
- CCN cell phones and smartphones
- CCN website
- CCN Projectors
- Telephone and internet connections
- Any network gear past the network switch by CCN Campbellford office

Service	CMH	OT	CCN
Data Centre Facilities	X		
Network, Routers, Gateways Testing, Change Management, Validation of Functionality			X
Implementation, deployment, and upgrade	L	S	
Downtime, configuration, utilization, patches, etc.	L	S	
Servers			X
Testing, Change Management, Validation of Functionality			
Implementation, deployment, and upgrade	X	As Requested	
Downtime, configuration, utilization, patches, etc.	X	As Requested	
Storage			X
Testing, Change Management, Validation of Functionality			
Implementation, deployment, and upgrade	X		
Downtime, configuration, utilization, patches, etc.	X		
Devices			X
Testing, Change Management, Validation of Functionality			
Implementation, deployment, and upgrade	X	X	
Downtime, configuration, utilization, patches, etc.	X	X	
Office Automation			X
Testing, Change Management, Validation of Functionality			

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

Implementation, deployment, and upgrade	X	As Requested	
Downtime, configuration, utilization, patches, etc.	X	As Requested	
Interfacing Testing, Change Management, Validation of Functionality			X
Implementation, deployment, and upgrades	X	As Requested	
Downtime, configuration, utilization, patches, etc.	X	As Requested	
Organizational Adoption, Relationship, and Change Management			X
Quality Reviews, local resource allocation, service level objectives	X		
Quality and Performance, Policy definitions, process improvement	X		X
Service Level Agreements, Service Delivery Transformation Planning	X		
New Services			
Strategic, leadership succession, financial, project gateway planning	X		X
Capacity Planning	X		
Integration coordination, solution standards, design configuration	X		Consult
Project prioritization, resource planning, tactical planning, Chg Mgt	Consult		X
Relationship management, policies, trends, Service levels, process	X		X
Planning	X		X
Solution adoption leadership	Consult		X
Systems Operations Management	X		
Project Implementations	X		Consult
Future Services for consideration:			
Business Continuity	X		Consult
Disaster Recovery	X		X

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

Data Warehouse	X		X
Collaboration Platforms	X		X
Virtual Health	X		Consult
Decision Support and Analytics	X		Consult
Maintaining Back-end IT tools	X		
Setting up new computers		X	
Desktop Support all sites other excluding Campbellford		X	
Desktop Support at the Campbellford site	L	S	
Maintaining a Helpdesk (for now)		X	
Server Backups	X		
Active Directory management	X	X	
Installing AV		X	
Network work on equipment that is fully owned by CCN	X	X	
Network work on equipment that is shared between CCN & CMH	X		
Work related to CCN website			Project Lola
Provide any needed troubleshooting and support for software	X	X	
Project planning and implementation	X	As requested	
After hours support as per the contract	X	As Requested	
IT feedback to the IT Coordinator		X	
Printer Issues		X	
Monitoring AV	X		
Domain name support	X		

ADMINISTRATIVE MANAGEMENT AGREEMENT - COMMUNITY CARE NORTHUMBERLAND

IT Response Matrix

	Priority	Initial Response	Current Diary Updates	Future Diary Updates	Resource Commitment	Escalation Process
High Priority	0: Disaster; Significant Loss; Widespread Down	Acknowledge within 15 mins	Initial + critical event	Every 30 mins	Continuous effort – all resources. CIO or Organization Director Coordinates	<u>All IT leadership immediately</u> , vendor(s), DR/BC Services, facilities services, DR Coordinators
	1: Priority Applications Down; Data Centre Environmental Faults; Facilities or Departments Down; Live Service Unavailable; Service Levels Exceeded by 20%	Acknowledge within 15 mins 6 hr resolve 90% of time	Initial + critical event	Every 30 mins	Continuous effort – all available resources related to the issue. Manager Coordinates.	<u>Immediate</u> : responsible Manager, vendor(s), facilities <u>>2 hours</u> : Director. VP by eMail. Vendor Escalation.
Medium Priority	2: Data Loss or Corruption; Patient / Client Services Affected; System(s) down; Performance Concerns	1 Hrs 8 business hr resolve 90% of time	Initial + critical event	Initial + Every hour	Continuous effort – specified senior Tier 3 resources. PM Coordinates.	<u>>2 hours</u> no diary entries: responsible coordinator <u>>4 hours</u> no diary entries: responsible Manager
	3: Security Concern; Redundant Route down; Incorrect System Results; Business Applications Impact; Operational confusion After full security review and all current security issues have been resolved.	2 Hrs 8 business hr resolve	Initial + critical event	Initial + Every 4 hours	Assignee - same day	<u>> 24 hours</u> with no diary entries: eMail responsible Coordinator <u>> 36 hours</u> with diary entries: eMail responsible Manager.
Low Priority	4: Localized impact; workflow efficiency impact; workaround; alternative methods	5 Business Hrs 40 business hr resolve	Initial + critical event	Initial + Every Day	Assignee works with client to mutually satisfactory resolution time	<u>>24 hours</u> with no diary entries: eMail the responsible Coordinator <u>>48 hours</u> with diary entries, e-mail the responsible Manager.
	5: Instruction problems; cosmetic; nice-to-have; alternatives	End of next business day	NA	Initial + 4 days	Within 4 days identify if it will be accepted, who owns it, and when the next development cycle will account for it	

Please note that the hours in this table are business hours and do not include any delays caused by outside sources.

Strategic Direction <i>(Select from dropdown)</i>	Key Commitment <i>(Select from dropdown options)</i>	Activity / Tactic	Accountable <i>(One name only)</i>	Responsible <i>(Supporting the)</i>	Target <i>(Completion Date)</i>
1. Reenergized Capacity, Rejuvenated Culture	1.1 Reinforcing our staff and volunteer capacity through renewed strategies for attracting and retaining great people	Draft a policy promoting organizational opportunities for professional growth	Sherry	Dorothy & Sharon	February 16 2024
	1.1 Reinforcing our staff and volunteer capacity through renewed strategies for attracting and retaining great people	Explore options for better work/life balance	Leiann	Dorothy & Trish	March 31 2025
	1.1 Reinforcing our staff and volunteer capacity through renewed strategies for attracting and retaining great people	Review of remuneration package for employees - utilize recent salary surveys published by OCSA & partners & HPCO.	Sherry	Leiann & Dorothy	March 31 2025
	1.1 Reinforcing our staff and volunteer capacity through renewed strategies for attracting and retaining great people	Create a volunteer strategy #engaging volunteers #understanding what we do well #Advisory Committee #Surveys	Leiann	Colleen, Nancy, Jenny	March 31 2025
	1.1 Reinforcing our staff and volunteer capacity through renewed strategies for attracting and retaining great people	Investigate EAP supports for all employees.	Trish	Dorothy	Feb 28 2024
1. Reenergized Capacity, Rejuvenated Culture	1.2 Prioritizing healthy succession across all core roles	Create a succession plan document for key positions in the organization including Board, Senior Management and other identified key positions.	Trish	Dorothy	March 31 2024
	1.2 Prioritizing healthy succession across all core roles	Knowledge Transfer Template	Trish	Dorothy	March 31 2024
	1.2 Prioritizing healthy succession across all core roles	Job Description Review	Trish	Dorothy	Sept 30 2024
1. Reenergized Capacity, Rejuvenated Culture	1.3 Driving fundraising strategies to promote financial stability	Clarify & confirm role of the CCN Fundraising Committee	Joel	Trish	August 30 2024
	1.3 Driving fundraising strategies to promote financial stability	Review relationship between CCN Fundraising and Ed's House Foundation fundraising - Do we need a strategy committee versus an execution committee	Joel	Trish	August 30 2024
	1.3 Driving fundraising strategies to promote financial stability	Review involvement of CCN staff & volunteers within fundraising strategy	Joel	Trish & Dorothy	August 30 2024
	1.3 Driving fundraising strategies to promote financial stability	Consistent fundraising messaging across all platforms (social media & website)	Joel	Jenny	July 1 2024
	1.3 Driving fundraising strategies to promote financial stability	Re-design/re-launch of our website	Joel	Jenny & Tina	Dec 31 2024
	1.3 Driving fundraising strategies to promote financial stability	Develop a fundraising plan - build/update - communicate with internal staff & volunteer where appropriate	Joel		Oct 31 2024

2. Cohesive Identity, Empowered Community	2.1 Building a cohesive brand that supports our healthy reputation and increases our visibility across our community	Using an external facilitator, evaluate communication & branding	Joel	Jenny & Colleen	June 1 2025
	2.1 Building a cohesive brand that supports our healthy reputation and increases our visibility across our community	Education of various departments to volunteer base	Joel	Leiann, Sherry, Colleen, Nancy	April 1 2025
	2.1 Building a cohesive brand that supports our healthy reputation and increases our visibility across our community	Improved orientation of new staff during onboarding process ensuring full organization review of programs & Services	Trish	Dorothy, Colleen, Nancy, Leiann, Sherry	August 1, 2024
	2.1 Building a cohesive brand that supports our healthy reputation and increases our visibility across our community	Investigate necessity of team building across agency (in particular between client services and hospice)	Trish	Dorothy, Leiann, Sherry	Sept 30 2024
	2.1 Building a cohesive brand that supports our healthy reputation and increases our visibility across our community	Create Brand Ambassadors from our staff and volunteers	joel	Trish, Sherry & Leiann, Dorothy	June 1 2025
2. Cohesive Identity, Empowered Community	2.2 Increasing community awareness through ongoing outreach and reciprocal relationships	Continue to focus on expertise in volunteering within Northumberland County	Leiann	Colleen, Nancy	March 31 2025
	2.2 Increasing community awareness through ongoing outreach and reciprocal relationships	Ensure involvement in OHTN in relevant areas	Trish	Sherry, Leiann	01-Jan-24
	2.2 Increasing community awareness through ongoing outreach and reciprocal relationships	Membership in Chambers of Commerces across the County - Board Participation	Joel		March 30 2024
	2.2 Increasing community awareness through ongoing outreach and reciprocal relationships	Actively identify staff participation on relevant Board, Committees and Networks and encourage participation.	Trish	Joel, Leiann, Sherry	March 31 2025
	2.2 Increasing community awareness through ongoing outreach and reciprocal relationships	Investigate CareDove link to website	Andrew	Jenny, Leiann	June 30 2024
2. Cohesive Identity, Empowered Community	2.3 Empowering our team and supporters with the information and tools to be champions	Providing easy to understand financials to staff for awareness	Trish	Joel	Dec 30 2024
	2.3 Empowering our team and supporters with the information and tools to be champions	Client and volunteer stories - share for impact regularly	Joel	Jenny	Ongoing
	2.3 Empowering our team and supporters with the information and tools to be champions	Ensure process for sharing client surveys and testimonials both internally and in our marketing	Trish	Leiann, Sherry, Joel	March 30 2025
	2.3 Empowering our team and supporters with the information and tools to be champions	Create videos - draft content strategy (?)	Joel	Jenny	Sept 1 2024

3. Accessible Programs, Quality Services	3.1 Focusing on the effective implementation of recent enhancements to service delivery	revisit our purpose for programs through evaluation and Quality Improvement approach	Trish	Leiann, Sherry	March 31 2025
	3.1 Focusing on the effective implementation of recent enhancements to service delivery	Initiate an Accessibility Committee to review and ensure compliance with agency commitments with the Accessibility for Ontarians with Disabilities Act	Trish		March 31 2024
	3.1 Focusing on the effective implementation of recent enhancements to service delivery	Ongoing commitment to HPCO Accreditation	Sherry	Sharon, Trish	Dec-25
	3.1 Focusing on the effective implementation of recent enhancements to service delivery	Research agency wide accreditation options	Trish	Sherry, Leiann	March 31st 2025
	3.1 Focusing on the effective implementation of recent enhancements to service delivery	Access formal and qualified ethics support tailored to the needs of CCN to ensure an ethcial approach within all aspects of service delivery and care.	Sherry	Trish, Leiann, Josh Landry	Ongoing
3. Accessible Programs, Quality Services	3.2 Collaborating across our community to streamline access to service	Investigating how to maximize current IT connectivity through platforms like Caredove, Epic, Oceans etc	Andrew	Trish	
	3.2 Collaborating across our community to streamline access to service	Phone connectivity between Client Services and Hospice Services			
3. Accessible Programs, Quality Services	3.3 Modelling effective, engaging volunteer management practices	Proactively explore additional volunteer practices ie Volunteer Northumberland	Leiann	Colleen, Kelly, Nancy	March 31 2024
	3.3 Modelling effective, engaging volunteer management practices	Mentorship for other volunteer organization			