

H-SAA AMENDING AGREEMENT



THIS AMENDING AGREEMENT (the "Agreement") is made as of the First day of April, 2013

B E T W E E N:

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

AND

UNIVERSITY HEALTH NETWORK (the "Hospital")

WHEREAS the LHIN and the Hospital (together the "Parties") entered into a hospital service accountability agreement that took effect April 1, 2008 (the "H-SAA");

AND WHEREAS the H-SAA has been extended pursuant to various amending agreements;

AND WHEREAS most recently the LHIN and the Hospital have agreed to extend the H-SAA for a further six-month period to September 30, 2013, with the joint intention of finalizing and executing an H-SAA for the period April 1, 2013 – March 31, 2016;

AND WHEREAS the LHIN and the Hospital have agreed to further amend the H-SAA as described in this Agreement;

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 have the meaning ascribed to them in the H-SAA. References in this Agreement to the H-SAA mean the H-SAA as amended and extended.

2.0 Amendments.

2.1 Agreed Amendments. The H-SAA is amended as set out in this Article 2.

2.2 Amended Definitions.

(a) The following terms have the following meanings.

"**Schedule**" means any one of, and "**Schedules**" means any two or more as the context requires, of the Schedules appended to this Agreement, including the following:

Schedule A: Funding Allocation
Schedule B: Reporting Requirements

- Schedule C: Indicators and Volumes
 - C.1.: Performance Indicators
 - C.2.: Service Volumes
 - C.3.: LHIN Indicators and Volumes
 - C.4.: P.C.O.P. Targeted Funding & Volumes

"**Schedule A**" means Schedule A: Funding Allocation.

"**Schedule B**" means Schedule B: Reporting Requirements.

"**Schedule C.3.**" means Schedule C.3.: LHIN Indicators and Volumes.

"**Schedule C.4.**" means Schedule C.4.: P.C.O.P. Targeted Funding & Volumes.

(b) The following definitions in the H-SAA are amended as follows.

In the defined term "**Indicator Technical Specifications**" and "**2012 -13 H-SAA Indicator Technical Specifications**", the term "**2012 -13 H-SAA Indicator Technical Specifications**" is deleted and replaced with the term "**H-SAA Indicator Technical Specifications**".

The defined terms "**Accountability Indicator**" and "**Accountability Indicators**" are deleted and replaced by the terms "**Performance Indicator**" and "**Performance Indicators**" respectively.

The definition of "**Explanatory Indicator**" is amended by deleting the term "Accountability Indicators" and replacing it with "Performance Indicators".

The definition of "**Post-Construction Operating Plan (PCOP) Funding**" and "**PCOP Funding**" is amended by deleting "Schedule C (2012 – 2013) (Hospital One-Year Funding Allocation) and further detailed in Schedule F (2012 – 2013) (Post-Construction Operating Plan Funding and Volume)" and replacing it with "Schedule A and further detailed in Schedule C.4.".

2.3 Annual Funding. Section 5.1 is amended by deleting "Schedule C" and replacing it with "Schedule A".

2.4 Planning Allocation and Revisions. Sections 5.2 and 5.3 are deleted and replaced by the following:

Estimated Funding Allocations.

(a) The Hospital's receipt of any Estimated Funding Allocation in Schedule A is subject to subsection (d) below and subsequent written confirmation from the LHIN.

(b) In the event the Funding confirmed by the LHIN is less than the Estimated Funding Allocation, the LHIN will have no obligation to adjust any related performance requirements unless and until the Hospital demonstrates to the LHIN's satisfaction that the Hospital is unable to achieve the expected performance requirements with the confirmed Funding. In such circumstances the gap between the Estimated Funding and the confirmed Funding will be deemed to be material.

- (c) In the event of a material gap in funding the LHIN and the Hospital will adjust the related performance requirements.
- (d) Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to the Act. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.
- 2.5** Adjustments. Section 5.4 (Adjustments) of the H-SAA is amended by deleting all references to "Schedule C" and replacing them with "Schedule A".
- 2.6** Balanced Budget. Section 6.1.3 (Balanced Budget) of the H-SAA is amended by deleting "Schedule E1 (2012 – 2013) LHIN Specific Indicators and Targets" and replacing it with "Schedule C.3".
- 2.7** Planning Cycle. Section 7.1 (Planning Cycle) of the H-SAA is amended by replacing the words "the timing requirements of Schedule A (2012 – 2013) Planning and Reporting" with the words "the timing requirements of Schedule B".
- 2.8** Process System Planning. Section 7.4 (Process System Planning) is amended by deleting "Schedule C" in the last sentence and replacing it with "Schedule A".
- 2.9** Timely Response. Section 7.6.1 (Timely Response) of the H-SAA is amended by deleting both occurrences of "Schedule A (2012 – 2013) Planning and Reporting" and replacing these with "Schedule B".
- 2.10** Specific Reporting Obligations. Section 8.2 (Specific Reporting Obligations) of the H-SAA is amended by deleting "Schedule A (2012 – 2013) Planning and Reporting" and replacing it with "Schedule B".
- 2.11** Planning Cycle. Section 12.1 (Planning Cycle) of the H-SAA is amended by deleting "Schedule A (2012 – 2013) Planning and Reporting" in (i) and replacing it with "Schedule B".
- 3.0** Effective Date. The amendments set out in Article 2 shall take effect on April 1, 2013. 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 together with the Schedules 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.

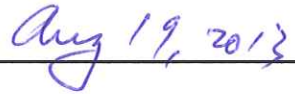
IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:

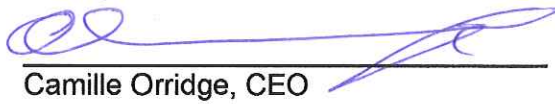


Angela Ferrante, Chair



Date

And by:



Camille Orridge, CEO



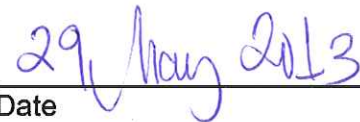
Date

UNIVERSITY HEALTH NETWORK

By:

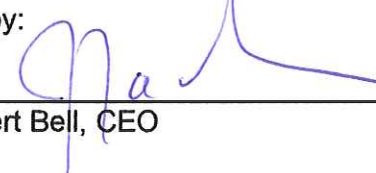


John Mulvihill, Chair

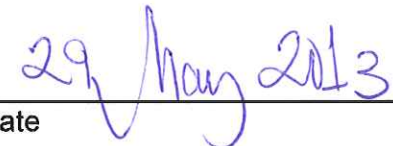


Date

And by:



Robert Bell, CEO



Date

Hospital One-Year Funding Allocation

Schedule A (2013-2014)

Hospital: University Health Network

Facility #: 947

		2013/14 Hospital Planning Assumption	
		Base	
Health System Funding Reform			
HBAM Allocation		\$13,000,000	
Global Funding (Note 1)		\$887,009,000	
PCOP (Reference Schedule C.4)			
Quality-Based Procedures			
		Rate	One-Time
Unilateral Primary Hip Replacement		\$7,071	\$2,778,903
Unilateral Primary Knee Replacement		\$6,254	\$3,420,938
Unilateral Cataracts		\$497	\$0
Bilateral Cataracts		\$823	\$0
Inpatient Rehabilitation for unilateral primary hip replacement		\$6,074	\$917,174
Inpatient Rehabilitation for unilateral primary knee replacement		\$4,872	\$950,040
Chemotherapy Systemic Treatment		TBD	TBD
Chronic Obstructive Pulmonary Disease		TBD	TBD
Non-Cardiac Vascular		TBD	TBD
Congestive Heart Failure		TBD	TBD
Stroke		TBD	TBD
Endoscopy		TBD	TBD
Wait Time Strategy:			
		Base	One-Time
General Surgery			TBD
Pediatric Surgery			TBD
Hip & Knee Replacement - Revisions			TBD
Magnetic Resonance Imaging (MRI)			TBD
Ontario Breast Screening Program MRI			TBD
Computed Tomography (CT)			TBD
Other WTS Funding ()			
Provincial Program Services			
		Base	One-Time
Cardiac Surgery			
Cardiac Services			
Organ Transplantation			
Neurosciences			
Bariatric Surgery			
Regional Trauma			
Other Provincial Program Funding ()			
Other Provincial Program Funding ()			
Other Funding			
		Base	One-Time
Grant in lieu of Municipal Taxes			
Funding adjustment 1 ()			
Funding adjustment 2 ()			
Prior Years' Payments			
Total 13/14 LHIN Funding			
		\$900,009,000	\$8,067,055

Note 1 - Includes funding for Global Volumes, Hospital Specialized Services Volumes, Base Wait Time and Base Provincial Program Volumes; this is net of any new QBP carve outs.

Performance Indicators

Schedule C.1 (2013 - 2014)

Hospital

Facility #

Accountability Indicators (Note 1)	Measurement Unit	2013/14 Performance Target	2013/14 Performance Standard	Explanatory Indicators (Note 1)	Measurement Unit
Part I - PERSON EXPERIENCE: Access, Effective, Safe, Person-Centered					
90th Percentile ER LOS for Admitted Patients	Hours	23.00	≤ 25.3		
90th Percentile ER LOS for Non-admitted Complex (CTAS I-III) Patients	Hours	7.85	≤ 8.64	30-day Readmission of Patients with Stroke or Transient Ischemic Attack (TIA) to Acute Care for All Diagnoses	Percentage
90th Percentile ER LOS for Non-Admitted Minor Uncomplicated (CTAS IV-V) Patients	Hours	4.50	≤ 4.95	Stroke Patients Discharged to Inpatient Rehabilitation Following an Acute Stroke Hospitalization	Percentage
90th Percentile Wait Times for Cancer Surgery	Days	68.00	≤ 72.6	Stroke Patients Admitted to a Stroke Unit During Their Inpatient Stay	Percentage
90th Percentile Wait Times for Cardiac Bypass Surgery	Days	28.00	≤ 30.8	Hospital Standardized Mortality Ratio	Ratio
80th Percentile Wait Times for Cataract Surgery	Days	N/A	N/A	Readmissions Within 30 Days for Selected CMGs	Percentage
90th Percentile Wait Times for Joint Replacement (Hip)	Days	161.00	≤ 177		
90th Percentile Wait Times for Joint Replacement (Knee)	Days	153.00	≤ 168		
90th Percentile Wait Times for Diagnostic MRI Scan	Days	103.00	≤ 113		
90th Percentile Wait Times for Diagnostic CT Scan	Days	45.00	≤ 47.25		
Rate of Ventilator-Associated Pneumonia	Cases/Days	0.00	≤ 2.69		
Central Line Infection Rate	Cases/Days	0.00	≤ 0.68		
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Cases/Days	0.00	≤ 0.42		
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Cases/Days	0.00	≤ 0.2		
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Cases/Days	0.00	≤ 0.1		
Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance					
Current Ratio (Consolidated)	Ratio	0.80	0.8-2.0	Total Margin (Hospital Sector Only)	Percentage
Total Margin (Consolidated)	Percentage	0.00	0.00	Percentage of Full-Time Nurses	Percentage
				Percentage of Paid Sick Time (Full-Time)	Percentage
				Percentage of Paid Overtime	Percentage
				Adjusted Working Funds	
				Adjusted Working Funds over Total Revenue	Percentage
ALC Days - Acute Care (closed cases)	Percent	9.00	≤ 9.9	Repeat Unscheduled Emergency Visits Within 30 Days for Mental Health Conditions	Visits
Open ALC Cases - Complex Continuing Care	Number	11.00	≤ 20	Repeat Unscheduled Emergency Visits Within 30 Days for Substance Abuse Conditions	Visits
Open ALC Cases - Rehabilitation	Number	13.00	≤ 20		
Open ALC Cases - Mental Health	Number				

Note 1 - Refer to H-SAA Indicator Technical Specification for further details.

Service Volumes

Schedule C.2 (2013 - 2014)

Hospital: University Health Network

Facility #: 947

Measurement Unit		2013/14 Performance Target	2013/14 Performance Standard
Part I - GLOBAL VOLUMES (Note 1)			
Emergency Department	Weighted Cases	5,350	≥ 4,815
Total Inpatient Acute	Weighted Cases	69,992	≥ 62,993
Day Surgery	Weighted Visits	5,336	≥ 4,802
Inpatient Mental Health	Weighted Patient Days	11,685	≥ 10,517
Inpatient Rehabilitation	Weighted Cases	2,814	≥ 2,500
Complex Continuing Care	Weighted Patient Days	73,265	≥ 69,604
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days		
Ambulatory Care	Visits	1,076,882	≥ 969,194
Part II - HOSPITAL SPECIALIZED SERVICES		Base Volume	
Cochlear Implants	Cases		
Cleft Palate	Cases		
HIV Outpatient Clinics	Visits	TBD	
Sexual Assault/Domestic Violence Treatment Clinics	Visits		
Part III - WAIT TIME VOLUMES		2013/14 Base	2013/14 Incremental
General Surgery	Cases		
Pediatric Surgery	Cases		
Hip & Knee Replacement - Revisions	Cases	89	TBD
Magnetic Resonance Imaging (MRI)	Total Hours	13,520	TBD
Ontario Breast Screening Program MRI	Total Hours		TBD
Computed Tomography (CT)	Total Hours	17,500	TBD
Part IV - PROVINCIAL PROGRAMS		2013/14 Base	2013/14 Incremental
Cardiac Surgery	Cases	1,626	TBD
Cardiac Services - Catheterization	Cases	6,465	TBD
Cardiac Services - Interventional Cardiology	Cases	3,782	TBD
Cardiac Services - Permanent Pacemakers	Cases	579	TBD
Organ Transplantation	Cases	489	TBD
Neurosciences	Cases	437	TBD
Regional Trauma	Cases		
Part V - QUALITY BASED PROCEDURES			2013/14 Volume
Unilateral Primary Hip Replacement	Volumes		393
Unilateral Primary Knee Replacement	Volumes		547
Unilateral Cataracts	Volumes		0
Bilateral Cataracts	Volumes		0
Inpatient Rehabilitation for unilateral primary hip replacement	Volumes		151
Inpatient Rehabilitation for unilateral primary knee replacement	Volumes		195
Chemotherapy Systemic Treatment	Volumes		TBD
Chronic Obstructive Pulmonary Disease	Volumes		TBD
Endoscopy	Volumes		TBD
Non-Cardiac Vascular	Volumes		TBD
Congestive Heart Failure	Volumes		TBD
Stroke	Volumes		TBD

Note 1 - refer to the current H-SAA Indicator Technical Specification Document for further details on what services are covered in each part and line

TC LHIN Specific Obligations & Indicators

Schedule C.3 (2013 - 2014)

Hospital

Facility #

Obligations:

1. Participate in applicable initiatives endorsed by the Sector Table and approved by TC LHIN.
2. Adopt eHealth and information management tools that are endorsed at the Sector Table and approved by TC LHIN.
3. Participate in the TC LHIN Quality Indicators Project and comply with reporting requirements.
4. Participate in TC LHIN initiatives related to the development of Health Links.
5. Continue to actively support TC LHIN health equity initiatives with the expectation that HSPs participate in the implementation of related initiatives, including collection of socio-demographic data.

TBD

Performance Indicator

Indicator	Performance Target	Performance Standard
N/A	-	-
N/A	-	-
N/A	-	-

6455

3782

579

##