

2008-13 H-SAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this "Agreement") is made as of April 1st, 2012.

BETWEEN:

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

AND

WEST PARK HEALTHCARE CENTRE (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 has been amended by agreements made as of April 1, 2010 and April 1, 2011 (the "H-SAA");

AND WHEREAS the Parties have extended the H-SAA by agreement effective April 1, 2012;

AND WHEREAS the Parties wish to further amend the H-SAA;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the Parties agree that the H-SAA shall be amended as follows:

1.0 Definitions. Except as otherwise defined in this Agreement below, 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 Amended Definitions. Effective April 1, 2012, the following terms shall have the following meanings:

"Base Funding" means the Base funding set out in Schedule C (as defined below).

"Costs" for the purposes of Section 4.0 below, means all costs for the Executive Office (as defined below) including office space, supplies, salaries and wages of the officers and staff of the Executive Office, conferences held for or by the Executive Office and travel expenses of the officers and staff of the Executive Office.

"Executive Office" means the office of the chief executive officer or equivalent, and the office of every member of senior management of the Hospital that reports directly to the chief executive officer or equivalent.

"Explanatory Indicator" means an indicator of Hospital performance that is complementary to one or more Accountability Indicators and used to support planning, negotiation or problem solving, but for which no Performance Target has been set.

"HAPS" means the Board-approved hospital annual planning submission provided by the Hospital to the

LHIN for the Fiscal Years 2012-2013;

"Indicator Technical Specifications" and **"2012 -13 H-SAA Indicator Technical Specifications"** means the document entitled "Hospital Service Accountability Agreement 2012-13: Indicator Technical Specifications March 2012" as it may be amended or replaced from time to time.

The definition of **"Performance Standard"** is amended by adding the words "and the Indicator Technical Specifications" after the last word "Schedules". As a result, **"Performance Standard"** means the acceptable range of performance for a Performance Indicator or Service Volume that results when a Performance Corridor is applied to a Performance Target (as described in the Schedules and the Indicator Technical Specifications).

"Post-Construction Operating Plan (PCOP) Funding" and **"PCOP Funding"** means annualized operating funding provided to support service expansions and other costs occurring in conjunction with completion of an approved capital project, as set out in Schedule C (2012 – 2013) (Hospital One-Year Funding Allocation) and further detailed in Schedule F (2012 – 2013) (Post-Construction Operating Plan Funding and Volume).

"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 (2012 – 2013) (Planning and Reporting);
- Schedule C (2012 – 2013) (Hospital One-Year Funding Allocation)
- Schedule D (2012 – 2013) (Service Volumes)
- Schedule E (2012 – 2013) (Indicators)
- Schedule E1 (2012 – 2013) (LHIN Specific Indicators and Targets) and
- Schedule F (2012 – 2013) (Post-Construction Operating Plan Funding and Volume)

"Schedule A" means Schedule A (2012 – 2013) (Planning and Reporting).

"Schedule C" means Schedule C (2012 – 2013) (Hospital One-Year Funding Allocation).

2.3 Interpretation. This Agreement and the H-SAA shall be interpreted with reference to the Indicator Technical Specifications.

2.4 Term. This Agreement and the H-SAA will terminate on March 31, 2013.

2.5 Recovery of Funding. Section 5.6.1 (Recovery of Funding) (a) (Generally) of the H-SAA is amended by deleting (v) and adding the following as Section 5.6.1(Recovery of Funding) (a.1) (Specific Programs):

- (i) if the Performance Obligations set out in Schedule E (2012 – 2013) (Indicators) in respect of Critical Care Funding are not met, the LHIN will adjust the Critical Care Funding following the submission of in-year and year-end data;
- (ii) if the Hospital does not meet a performance Obligation or Service Volume under its post-construction operating plan, as detailed in Schedule F or Schedule F (2012 – 2013), the LHIN may: adjust the applicable Post-Construction Operating Plan Funding to reflect reported actual results and projected year-end activity; and perform final settlements following the submission of year-end data of Post Construction Operating Plan Funding;
- (iii) if the Hospital does not meet a Performance Obligation or Service Volume set out in Schedule D for a service within Part III - Services and Strategies, the LHIN may: adjust the Funding for that service to

reflect reported actuals and projected year-end activity; and, perform in-year reallocations and final settlements following the submission of year-end data of service; and,

- (iv) if the Hospital does not meet a Performance Obligation or Service Volume as detailed in Schedule D for a Wait Time Service, the LHIN may: adjust the respective Wait Time Funding to reflect reported actuals and projected year-end activity; and perform in-year reallocations and final settlements following the submission of year-end data.

2.6 Funding. Section 6.1.1 (Funding) of the H-SAA is amended by deleting (ii) and replacing it with:

“(ii) used in accordance with the Schedules”.

2.7 Balanced Budget. Section 6.1.3 (Balanced Budget) of the H-SAA is amended by deleting “Schedule B” at the end of the Section and replacing it with “Schedule E1 (2012 – 2013) LHIN Specific Indicators and Targets”.

2.8 Hospital Services. Section 6.2 (Hospital Services) of the H-SAA is amended by adding the words “and the Indicator Technical Specifications” after the word “Schedule” in (i) and (ii).

2.9 Planning Cycle. Section 7.1 (Planning Cycle) of the H-SAA is amended by replacing the words “the planning cycle in Part II of *Schedule A* (“Planning Cycle”) for Fiscal Years 2010/11 and 2011/12” with the words “the timing requirements of Schedule A (2012 – 2013) Planning and Reporting”.

2.10 Timely Response. Section 7.6.1 (Timely Response) of the H-SAA is amended by deleting both occurrences of “Schedule B” and replacing these with “Schedule A (2012 – 2013) Planning and Reporting”.

2.11 Specific Reporting Obligations. Section 8.2 (Specific Reporting Obligations) of the H-SAA is amended by deleting “Schedule B” and replacing it with “Schedule A (2012 – 2013) Planning and Reporting”.

2.12 Planning Cycle. Section 12.1 (Planning Cycle) of the H-SAA is amended by replacing “Schedule A” in (i) with “Schedule A (2012 – 2013) Planning and Reporting”.

2.13 Executive Office Reduction. The Hospital shall reduce the Costs of its Executive Office by ten percent (10%) over fiscal years 2011/12 and 2012/13. Entities that have a year end of March 31 should use their 2010/2011 budget as a baseline, and entities that have a year end of December 31 should use their 2010 budget as a baseline.

3.0 Effective Date. The Parties agree that the amendments set out in Article 2 shall take effect on April 1, 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 together with Schedules A (2012 – 2013) (Planning and Reporting), C (2012 – 2013) (Hospital One-Year Funding Allocation), D (2012 – 2013) (Service Volumes), E (2012 – 2013) (Indicators), Schedule E1 (LHIN Specific Indicators and Targets) and F (2012 – 2013) (Post-Construction Operating Plan Funding and Volume) constitute 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

And by:

Camille Orridge, CEO

WEST PARK HEALTHCARE CENTRE

By:

Stuart Reynolds, Chair, I have authority to bind the Hospital.

And by:

Anne-Marie Malek, President and Chief Executive Officer, I have authority to bind the Hospital.

Hospital One-Year Funding Allocation

Schedule C (2012-2013)

Hospital: West Park Healthcare Centre Fac #: 613	2012/13 Planning Assumption*	
	Base	One-Time
Operating Base Funding		
HSFR allocation (Note 1)	59,460,093	
TC LHIN UPF adjustment	(80,154)	
Total Operating Funding	59,379,939	
PCOP (Reference Schedule F)		
Other Funding		
Funding adjustment 1 (Chronic Care)		10,400
Funding adjustment 2 ()		
Funding adjustment 3 ()		
Funding adjustment 4 ()		
Funding Adjustment 5 ()		
Funding Adjustment 6 ()		
Other Items		
Prior Years' Payments		
Services: Schedule D		
Cardiac catheterization		
Cardiac surgery		
Organ Transplantation		
Strategies: Schedule D		
Organ Transplantation		
Endovascular aortic aneurysm repair		
Electrophysiology studies EPS/ablation		
Percutaneous coronary intervention (PCI)		
Implantable cardiac defibrillators (ICD)		
Newborn screening program		
Specialized Hospital Services: Schedule D		
Magnetic Resonance Imaging		
Provincial Regional Genetic Services 2		
Permanent Cardiac Pacemaker Services		
Provincial Resources		
Stem Cell Transplant		
Adult Interventional Cardiology for Congenital Heart Defects		
Cardiac Laser Lead Removals		
Pulmonary Thromboendarterectomy Services		
Thoracoabdominal Aortic Aneurysm Repairs (TAA)		
Other Results (Wait Time Strategy):		
Selected Cardiac Services		
Hip Replacements - Revisions		
Knee Replacements - Revisions		
Magnetic Resonance Imaging (MRI)		
Computed Tomography (CT)		
Quality-Based Procedures: Schedule D Planning Allocation Assumption (rate x volume)		
Primary Hips		
Primary knee		
Cataract		
Inpatient rehab for primary hip		
Inpatient rehab for primary knee		
Chronic Kidney Disease - as per Ontario Renal Network Funding Allocation		
Additional Base and One Time Funding	0	10,400
Total Allocation	59,390,339	

Note 1 - From previously circulated HSFR spreadsheet from MOH; includes Global, HBAM & QBP Funds

* to be confirmed by TC LHIN

Reference to Schedules D and F means (2012 - 2013) unless otherwise stated

Indicators*

Schedule E (2012 - 2013)

Hospital

Facility #	Measurement Unit	2012/13 Performance Target	2012/13 Performance Standard	Measurement Unit
613				
Accountability Indicators			Explanatory Indicators	
Part I - PERSON EXPERIENCE: Access, Effective, Safe, Person-Centered				
90th Percentile ER LOS for Admitted Patients	Hours			
90th Percentile ER LOS for Non-admitted Complex (CTAS I-III) Patients	Hours			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			Percent of Stroke Patients Discharged to Inpatient Rehabilitation Following an Acute Stroke Hospitalization Percentage
90th Percentile Wait Times for Cancer Surgery	Days			Percent of Stroke Patients Admitted to a Stroke Unit During Their Inpatient Stay Percentage
90th Percentile Wait Times for Cardiac Bypass Surgery	Days			Hospital Standardized Mortality Ratio Percentage
90th Percentile Wait Times for Cataract Surgery	Days			Readmissions Within 30 Days for Selected CMGs Ratio
90th Percentile Wait Times for Joint Replacement (Hip)	Days			
90th Percentile Wait Times for Joint Replacement (Knee)	Days			
90th Percentile Wait Times for Diagnostic MRI Scan	Days			
90th Percentile Wait Times for Diagnostic CT Scan	Days			
Rate of Ventilator-Associated Pneumonia	Cases/1000 Days			
Central Line Infection Rate	Cases/1000 Days			
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Cases/1000 Days	0.00	<0.17	
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Cases/1000 Days	0.00	<0.02	
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Cases/1000 Days	0.00	<0.02	
Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance				
Current Ratio (Consolidated)	Ratio	0.81	0.73-2.0	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
Part III - SYSTEM PERSPECTIVE: Integration, Community Engagement, eHealth				
Percentage ALC Days (closed cases)	Days			Repeat Unscheduled Emergency Visits Within 30 Days for Mental Health Conditions Visits
Open ALC Cases - Complex Continuing Care	Number	2	<3	
Open ALC Cases - Rehabilitation	Number	2	<5	Repeat Unscheduled Emergency Visits Within 30 Days for Substance Abuse Conditions Visits
Open ALC Cases - Mental Health	Number			
Part IV - LHIN Specific Indicators and Performance targets, see Schedule E1 (2012-2013)				

*Refer to 2012-13 H-SAA Indicator Technical Specification for further details.

LHIN-Specific Indicators

Schedule E1 (2012 - 2013)

Hospital

West Park Healthcare Centre

TC LHIN will review all obligations on an annual basis and update as necessary based on strategic priorities of the LHIN. TC LHIN obligations include:

1. Actively participate in applicable initiatives endorsed by the Hospital Sector Table and approved by TC LHIN. This can include integration activities and value and affordability initiatives.
2. Adopt eHealth system tools that are endorsed at the Hospital Sector Table and approved by TC LHIN.
3. Continue to actively participate in the LHIN's Resource Matching and Referral (RM&R) Initiative and support the TC CCAC in their role as RM&R business lead
4. French Language Services
Reporting requirement for non-identified agencies:
As a Health Service Providers (HSPs) not required to provide services to the public in French under the provisions of the French Language Service Act, the hospital will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
Due dates: a. March 31, 2013.
b. September 30, 2013
5. TCLHIN Hospital Quality Indicators
Hospitals will comply with reporting requirements associated with the applicable TCLHIN Quality Indicators.
6. Senior Friendly Hospital Initiative
Hospitals will actively promote the hospital experience and health outcomes of seniors by developing and implementing Improvement Plans that support of the Provincial Senior Friendly Hospital Strategy. Senior friendly hospital improvement efforts should have a particular focus on seniors' care in the priority areas of delirium and functional decline and should be integrated in the hospitals' Quality Improvement Plan (QIP).
7. Actively participate with the TCLHIN in the collection of health equity data.
8. West Park Healthcare Centre Business Case for Future Models of Care (FMOC)
As agreed by letter dated July 30th 2012, West Park will report on performance expectations including quarterly reports on:
 - Number of admissions
 - CCC Beds Staffed (y/e)
 - Rehab beds Staffed (y/e)
 - Average LOS
 - Percent Occupancy
 - Percent discharged home
 - ALC patients at WPHC
 - Admission FIM (Rehab Beds)
 - Discharge FIM (Rehab Beds)
 - Community engagement activity and referral patterns with partners (annually)