

## AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (the “Agreement”) is made as of the 1<sup>st</sup> day of April, 2010

### BETWEEN:

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK** (the “LHIN”)

- and -

**COLLINGWOOD GENERAL AND MARINE HOSPITAL** (the “Hospital”)

**WHEREAS** the LHIN and the Hospital (together the “Parties”) entered into a two year service accountability agreement that took effect April 1, 2008 (the “H-SAA”);

**AND WHEREAS** given economic uncertainties, funding allocations by the Ministry of Health and Long-Term Care which form the basis for the negotiation of the 2010-12 H-SAA have not yet been confirmed;

**AND WHEREAS** the OHA, LHINs and the Ministry of Health and Long-Term Care have agreed to adjust the H-SAA process for 2010/11, as set out in the letter dated February 1, 2010 and attached as Appendix A;

**AND WHEREAS** the Parties acknowledge a mutual commitment to pursuing needed operational efficiencies over the course of the agreement;

**AND WHEREAS** the LHIN and the Hospital have agreed to extend the H-SAA for a third year;

**NOW THEREFORE** in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

- 1.0 Definitions.** Except as otherwise defined in this Agreement, all terms shall have the meaning ascribed to them in the H-SAA.
- 2.0 Amendments.**
  - 2.1 Agreed Amendments.** The Parties agree that the H-SAA shall be amended as set out in this Article 2.
  - 2.2 Title and Headers.** The Parties agree that the title of the H-SAA and the headers within the H-SAA shall be amended by deleting “2008-2010” and replacing it with “2008-2011”.

- 2.3 **Definitions.** The definition for HAPS in Article 2.1 shall be amended with the addition of the following text immediately after “2009-2010” and before the semi-colon:  
“and the Board approved hospital accountability planning submission provided by the Hospital to the LHIN for the Fiscal Year 2010-2011”
- 2.4 **Term.** The reference to “2010” in Article 3.2, shall be deleted and replaced with “March 31, 2011”.
- 2.5 **Planning Cycle.** The words “for Fiscal Years 2010/11 and 2011/12” in Article 7.1 shall be deleted.
- 2.6 **Schedules.**
- (a) Schedule A shall be deleted and replaced with the Schedule A included in this Agreement.
  - (b) Schedule B shall be supplemented with the addition of Schedule B-1 included in this Agreement.
  - (c) Schedule C shall be supplemented with the addition of Schedule C-1 included in this agreement.
  - (d) Schedule D shall be supplemented with the addition of Schedule D-1 included in this agreement.
  - (e) Schedule E shall be supplemented with the addition of Schedule E-1 included in this agreement.
  - (f) Schedule F shall be supplemented with the addition of Schedule F-1 included in this agreement.
  - (g) Schedule G shall be supplemented with the addition of Schedule G-1 included in this agreement.
  - (h) Schedule H shall be supplemented with the addition of Schedule H-1 included in this agreement.
- 2.7 **Renegotiation of Schedules.** The Parties agree that it is their intention to negotiate and to further amend the Schedules following the announcement of funding allocations by the Ministry of Health and Long-Term Care. It is recognized that a waiver to the balanced budget obligation may need to be negotiated.
- 3.0 Effective Date.** The Parties agree that the amendments set out in Article 2 shall take effect on April 1, 2010. All other terms of the H-SAA, including but not limited to current funding levels and those provisions in Schedules A-H not amended by s. 2.6, above, 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, B-1, C-1, D-1, E-1, F-1, G-1 and H-1, 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.

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK**

By: RS Rosen Mar 31/10  
 Ruben Rosen, Board Chair Date

And by: Bernie Blais Mar 31/10  
 Bernie Blais, Chief Executive Officer Date

**COLLINGWOOD GENERAL AND MARINE HOSPITAL**

By: Donald E. Smith March 29, 2010  
 Don Smith, Board Chair Date

And by: Linda Davis March 29, 2010  
 Linda Davis, President and Chief Executive Officer Date

# Schedule A

## Planning and Funding Timetable

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### OBLIGATIONS

<b>Part I - Funding Obligations</b>	<b>Party</b>	<b>Timing</b>
Announcement of multi-year funding allocation (confirmation of 2008/09 Schedule C funding, reinforcement of 2009/10 Schedule C funding)	LHIN	The later of June 30, 2008 or 14 days after confirmation from the Ministry of Health and Long Term Care
Announcement of multi-year funding allocation (confirmation of 2009/10 Schedule C funding)	LHIN	The later of June 30, 2009 or 14 days after confirmation from the Ministry of Health and Long Term Care
Announcement of multi-year funding allocation (confirmation of 2010/11 Schedule C funding)	LHIN	The later of June 30, 2010 or 14 days after confirmation from the Ministry of Health and Long Term Care

**Schedule A  
Planning and Funding Timetable**

<b>Part II - Planning Obligations</b>	<b>Party</b>	<b>Timing</b>
Announcement of 2010/11 planning target for hospital planning purposes	LHIN	The later of June 30, 2008 or 14 days after confirmation from the Ministry of Health and Long Term Care
Publication of the Hospital Annual Planning Submission Guidelines for 2010-12	LHIN	No later than June 30, 2009
Announcement of multi-year funding allocation (reaffirm 2010/11 and announce 2011/12 planning targets for 2010-12 HSAA negotiations)	LHIN	The later of June 30, 2009 or 14 days after confirmation from the Ministry of Health and Long-Term Care
Indicator Refresh (including detailed hospital calculations)	LHIN (in conjunction with MOHLTC)	No later than November 30, 2009
Refresh related Schedules for 2010-11	Hospital/LHIN	No later than February 26, 2010
Sign 1 year extension to the 2008/10 H-SAA	Hospital/LHIN	No later than March 31, 2010
Announcement of multi-year funding allocation for 2010/11 and announce, if possible, planning targets for 2011/13 HSAA negotiations)	LHIN	14 days after confirmation from the Ministry of Health and Long-Term Care
Submission of Hospital Annual Planning Submission for 2010-11	Hospital	To be determined
Publication of the Hospital Annual Planning Submission Guidelines for 2011/13	LHIN	No later than June 30, 2010
Announcement of multi-year planning targets for 2011/13 H-SAA negotiations)	LHIN	14 days after confirmation from the Ministry of Health and Long-Term Care
Submission of Hospital Annual Planning Submission for 2011-13	Hospital	No later than October 31, 2010
Indicator Refresh (including detailed hospital calculations)	LHIN (in conjunction with MOHLTC)	No later than November 30, 2010
Refresh the Hospital Annual Planning Submission for 2011-13 and related Schedules	Hospital/LHIN	No later than January 31, 2011
Sign 2011-13 Hospital Service Accountability Agreement	Hospital/LHIN	No later than March 31, 2011

**Schedule A  
Planning and Funding Timetable**

## Obligation Timeline Diagram

**Definitions:**

Planning Target = For negotiations

Confirm = Confirm signed agreement amounts after appropriation of monies by the  
Legislature of Ontario

Funding Year								
	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14
		<b>2007/08 HAA</b>	<b>2008-11 H-SAA</b>					
<b>June 06</b>	Confirm Schedule C Funding	Planning Target	Planning Target					
<b>June 07</b>		Confirm Schedule C Funding	Planning Target (Oct)	Planning Target (Oct)				
<b>Feb. 08</b>			Negotiated Schedule C Funding	Negotiated Schedule C Funding				
<b>June 08</b>			Confirm Schedule C Funding	Reaffirm Schedule C Funding	Planning Target			
<b>June 09</b>				Confirm Schedule C Funding	Planning Target			
<b>Feb. 10</b>					Negotiated Schedule C Funding			
<b>June 10</b>					Confirm Schedule C Funding			

Funding Obligations are shaded

Planning Obligations are not shaded

# Schedule B-1

## Performance Obligations for 10/11

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### **1.0 PERFORMANCE CORRIDORS FOR SERVICE VOLUMES AND PERFORMANCE INDICATORS**

- 1.1 The provisions of Article 1 of Schedule B apply in fiscal year 10/11 with all references to Schedule D being read as referring to Schedule D-1.

### **2.0 PERFORMANCE CORRIDORS FOR PERFORMANCE INDICATORS**

- 2.1 The provisions of Article 2 of Schedule B apply in fiscal year 10/11 subject to the following amendments:
- (a) sub articles 2.2, 2.3 and 2.6 shall be deleted; and
  - (b) all references to Schedule D shall be read as referring to Schedule D-1.

### **3.0 PERFORMANCE OBLIGATIONS WITH RESPECT TO NURSING ENHANCEMENT/CONVERSION**

- 3.1 The provisions of Article 3 of Schedule B apply in fiscal year 10/11 with all references to Schedule D being read as referring to Schedule D-1.

### **4.0 PERFORMANCE OBLIGATIONS WITH RESPECT TO CRITICAL CARE**

- 4.1 The provisions of Article 4 of Schedule B apply in fiscal year 10/11 subject to the following amendments:
- (a) references to “2008/09” and “2009/10” shall be read as referring to “2010/11”.
  - (b) all references to Schedule E shall be read as referring to Schedule E-1.

### **5.0 PERFORMANCE OBLIGATIONS WITH RESPECT TO POST CONSTRUCTION OPERATING PLAN FUNDING AND VOLUME**

- 5.1 The provisions of Article 5 of Schedule B apply in fiscal year 10/11, subject to the following amendments:
- (a) references to Schedule F shall be read as referring to Schedule F-1;
  - (b) references to “2008/09 and 09/10” shall be read as referring to 2010/11.

### **6.0 PERFORMANCE OBLIGATIONS WITH RESPECT TO PROTECTED SERVICES**

- 6.1 The Performance Obligations set out in Article 6 of Schedule B apply in fiscal year 10/11, subject to the following amendments:
- (a) All references to Schedule D or Schedule G shall be read as referring to Schedules D-1 and G-1 respectively; and
  - (b) All references to “2008/09 and 09/10” shall be read as referring to “2010/11”

**7.0 PERFORMANCE OBLIGATIONS WITH RESPECT TO WAIT TIME SERVICES**

7.1 The Performance Obligations set out in Article 7 of Schedule B apply to fiscal year 10/11 with all references to Schedules A, G, or H being read as referring to Schedules A-1, G-1 or H-1 respectively.

**8.0 REPORTING OBLIGATIONS**

8.1 The reporting obligations set out in Article 8 of Schedule B apply to fiscal year 10/11.

8.2 The following reporting obligations are added to Article 8 of Schedule B:

- (a) **French Language Services.** If the Hospital is required to provide services to the public in French under the provisions of the *French Language Services Act*, the Hospital will be required to submit a French language implementation report to the LHIN. If the Hospital is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the Hospital addresses the needs of its local Francophone community.”

**9.0 LHIN SPECIFIC PERFORMANCE OBLIGATIONS**

9.1 Except where specifically limited to a given year, the obligations set out in Article 9 of Schedule B apply to fiscal 10/11. Without limiting the foregoing, waivers or conditional waivers for 08/09 and 09/10 do not apply to 10/11.

9.2 The following provisions are added to Article 9 of Schedule B

- (a) The Hospital has advised the LHIN that it anticipates incurring a deficit of no more than \$778,000 by March 31, 2011. The Hospital agrees that it will not exceed \$778,000.
- (b) Subject to (a) the LHIN will waive the requirements of 6.1.3 (a) from April 1, 2010 to March 31, 2011 provided that:
  - (i) the Hospital develops an improvement plan (the “HIP”) that will enable the Hospital to achieve a balanced operating position no later than March 31, 2012;
  - (ii) the hospital board approved HIP is delivered to the LHIN within 60 days of the formal notice of the Hospital’s 2010/11 funding allocation from the LHIN;
  - (iii) the HIP is acceptable to the LHIN;
  - (iv) the Hospital implements the HIP as directed by the LHIN; and

- (v) the Hospital will report at any time if it is determined that their projected deficit for 2010/11 greater than \$778,000. The report will contain explanations for the variance and recovery plan.

**Hospital Multi-Year Funding Allocation**

**Schedule C1 2010/11**

Hospital	2010/11 Planning Allocation	
	Base	One-Time
COLLINGWOOD General and Marine		
Fac #	640	
<b>Opening Base Funding</b>	\$30,178,200	
<b>Multi-Year Funding Incremental Adjustment</b>		
<b>Other Funding</b>		
Funding adjustment 1 ( )		
Funding adjustment 2 ( )		
Funding adjustment 3 ( )		
Funding adjustment 4 ( )		
Funding adjustment 5 ( )		
Funding adjustment 6 ( )		
Funding adjustment 7 ( )		
Other Items		
Prior Years' Payments		
<b>Critical care Strategies Schedule E</b>		
<b>PCOP: Schedule F</b>		
PCOP		
<b>Stable Priority Services: Schedule G</b>		
Chronic Kidney Disease		
Cardiac Catheterization		
Cardiac Surgery		
<b>Provincial Strategies: Schedule G</b>		
Organ Transplantation		
Endovascular aortic aneurysm repair		
Electrophysiology studies EPS/ablation		
Percutaneous coronary intervention (PCI)		
Implantable cardiac defibrillators (ICD)		
Daily nocturnal home hemodialysis		
Provincial peritoneal dialysis initiative		
Newborn screening program		
<b>Specialized Hospital Services: Schedule G</b>		
Cardiac Rehabilitation		
Visudyne Therapy		
Total Hip and Knee Joint Replacements (Non-WTS)		
Magnetic Resonance Imaging		
Regional Trauma		
Regional & District Stroke Centres		
Sexual Assault/Domestic Violence Treatment Centres		
Provincial Regional Genetic Services		
HIV Outpatient Clinics		
Hemophiliac Ambulatory Clinics		
Permanent Cardiac Pacemaker Services		
<b>Provincial Resources</b>		
Bone Marrow Transplant		
Adult Interventional Cardiology for Congenital Heart Defects		
Cardiac Laser Lead Removals		
Pulmonary Thromboendarterectomy Services		
Thoracoabdominal Aortic Aneurysm Repairs (TAA)		
<b>Health Results (Wait Time Strategy): Schedule H</b>		
Selected Cardiac Services		
Total Hip and Knee Joint Replacements		TBD
Cataract Surgeries		
Magnetic Resonance Imaging (MRI)		
Computed Tomography (CT)		
<b>Total Additional Base and One Time Funding</b>	\$0	\$0
<b>Total Allocation</b>	\$30,178,200	

Allocations not provided in this schedule for 2010/11, will be provided to hospitals in subsequent planning cycles. Hospitals should assume, for planning purposes, funding for similar volumes for Priority Services in out-years.

## Global Volumes

Schedule D1 2010/11

Hospital

Fac #

Global Volumes	Units of Service	2010/11 Performance Target	2010/11 Performance Standard**
Total Acute Activity, including inpatient and Day Surgery*	Weighted Cases	4,900	4,410 - 5,390
<i>Other</i>			
Complex Continuing Care	RUG Weighted Patient Days		
Mental Health	Inpatient Days		
ELDCAP	Inpatient Days		
Rehabilitation	Inpatient Days		
Emergency Department Visits	Visits	31,483	>28,335
Ambulatory Care***	Visits	21,585	>16,189

\* Global volumes based on CIHI Case mix Group (CMG)+ methodology and MOHLTC PAC-10 weights.

\*\* Volume Performance Indicators under Global Volumes vary in application based on hospital type.

\*\*\*Ambulatory Care includes OHRs Primary account codes 7134\* (excluding 7134055), 712\*, 7135\*,715\* OHRs secondary statistical account codes:447\*,450\*,5\* (excluding 50\*,511\*,512\*,513\*,514\*,518\*,519\*,521\*)

## Performance Indicators

Hospital

Fac #

Performance Indicators	2010/11 Performance Target	2010/11 Performance Standard**
<b>HSAA Performance Indicators</b>		
Performance Indicators For All Hospitals		
Current Ratio	0.68	0.8 - 2.0
Year End Total Margin	-1%	0%

\*\*Volume Performance Indicators under Global Volumes vary in application based on hospital type.

## Critical Care Funding

Schedule E1 2010/11

Hospital COLLINGWOOD General and Marine

*This section has been intentionally left blank*

*Once negotiated, an amendment will be made under section 15.3 of the Agreement to include these targets and any additional conditions not otherwise set out in Schedule B or B1. This funding would be an additional in-year allocation contemplated by section 5.3 of the Agreement*

## Post-Construction Operating Plan Funding and Volume

Schedule F1 2010/11

Hospital COLLINGWOOD General and Marine

*This section has been intentionally left blank*

*Once negotiated, an amendment (Sch F1.1) will be made under section 15.3 of the Agreement to include these targets and any additional conditions not otherwise set out in Schedule B or B1. This funding would be an additional in-year allocation contemplated by section 5.3 of the Agreement*

# Protected Services

Schedule G1 2010/11

Hospital

Fac #

	Units of Service	2010/11 Performance Target	2010/11 Performance Standard	2011/12 LHIN Plan
<b>Stable Priority Services</b>				
Chronic Kidney Disease	Weighted Units	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cardiac Catheterization	Procedures	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cardiac Surgery	Weighted Units	<input type="text"/>	<input type="text"/>	<input type="text"/>

	Units of Service	2010/11 Performance Target	2010/11 Performance Standard	2011/12 LHIN Plan
<b>Provincial Strategies</b>				
Organ Transplantation*	Cases	<input type="text"/>	<input type="text"/>	<input type="text"/>
Endovascular aortic aneurysm repair				
Electrophysiology studies EPS/ablation				
Percutaneous coronary intervention (PCI)				
Implantable cardiac defibrillators (ICD)				
Daily nocturnal home hemodialysis				
Provincial peritoneal dialysis initiative				
Newborn screening program				

	Units of Service	2010/11 Performance Target	2010/11 Performance Standard	2011/12 LHIN Plan
<b>Specialized Hospital Services</b>				
Cardiac Rehabilitation	Number of patients treated	<input type="text"/>	<input type="text"/>	<input type="text"/>
Visudyne Therapy	Number of insured Visudyne vials	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Hip and Knee Joint Replacements (Non-WTS)	Number of Implant Devices	<input type="text"/>	<input type="text"/>	<input type="text"/>
Magnetic Resonance Imaging	Hours of operation	<input type="text"/>	<input type="text"/>	<input type="text"/>
Regional Trauma	Cases	<input type="text"/>	<input type="text"/>	<input type="text"/>
Regional & District Stroke Centres				
Sexual Assault/Domestic Violence Treatment Centres				
Provincial Regional Genetic Services				
HIV Outpatient Clinics				
Hemophilic Ambulatory Clinics				
Permanent Cardiac Pacemaker Services				

	Units of Service	2010/11 Performance Target	2010/11 Performance Standard	2011/12 LHIN Plan
<b>Provincial Resources</b>				
Bone Marrow Transplant				
Adult Interventional Cardiology for Congenital Heart Defects				
Cardiac Laser Lead Removals				
Pulmonary Thromboendarterectomy Services				
Thoracoabdominal Aortic Aneurysm Repairs (TAA)				

\* Organ Transplantation - Funding for living donation (kidney & liver) included as part of organ transplantation funding. Hospitals are funded retrospectively for deceased donor management activity, reported and validated by the Trillium Gift of Life Network.

Note: Additional accountabilities assigned in Schedule B, B1

Funding and volumes for these services should be planned for based on 2009/10 approved allocations. Amendments, pursuant to section 5.2 of this Agreement, may be made during the quarterly submission process.

# Wait Time Services

## Schedule H1 2010/11

Hospital

Fac # <input type="text" value="640"/>	2009/10 Funded		2010/11 Funded	
	Base Volumes	Incremental Volumes **	Base Volumes	Incremental Volumes **
Selected Cardiac Services	<input type="text" value="Refer to Schedule G for Cardiac Service Volumes and Targets"/>			
Total Hip and Knee Joint Replacements (Total Implantations)	<input type="text" value="0"/>	<input type="text" value="85"/>	<input type="text" value="TBD"/>	<input type="text" value="TBD"/>
Cataract Surgeries (Total Procedures)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Magnetic Resonance Imaging (MRI) (Total Hours)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Computed Tomography (CT) (Total Hours)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

\* The 2009/10 Funded volumes are as a reference only

\*\* Once negotiated, an amendment will be made under section 15.3 of the Agreement to include these targets and any additional conditions not otherwise set out in Schedule B, B1. This funding would be an additional in-year allocation contemplated by section 5.3 of the Agreement.