H-SAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "Agreement") is made as of the 1st day of April, 2013

B E T W E E N:

CENTRAL LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

MARKHAM STOUFFVILLE HOSPITAL (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 pursuant to various amending agreements the term of the H-SAA has been extended to March 31, 2013;

AND WHEREAS the LHIN and the Hospital have agreed to extend the H-SAA for a further six-month period to permit the LHIN and the Hospital to execute an H-SAA for the period April 1, 2013 – March 31, 2016;

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
Schedule C: Indicators and Volumes
C.1. Performance Indicators

C.2. Service Volumes
C.3. LHIN Indicators and Volumes
C.4. PCOP

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

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

(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: Funding Allocation and further detailed in Schedule C.4. PCOP".

2.4 Term. The reference to "March 31, 2013" in Article 3.2 is deleted and replaced with "September 30, 2013".

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

2.6 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.

2.7 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".

2.8 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".

2.9 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".

2.10 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".

2.11 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".

2.13 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.

CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:

John Langs, Chair — Date: May 6, 2013

And by:

Kim Baker, CEO — Date: Apr 22, 2013

MARKHAM STOUFFVILLE HOSPITAL

By:

Jennifer Hawkins, Board Chair — Date: June 4/13

And by:

Janet Beed, CEO — Date: April 3/2013

Hospital Sector 2013-14 H-SAA

Identification #:	905
Hospital Name	Markham Stouffville Hospital
Hospital Legal Name	Markham Stouffville Hospital
Site Name:	Markham Stouffville Hospital

2013-14 Schedule A: Funding Allocation

Intended Purpose or Use of Funding	Estimated[1] Funding Allocation	
	Base[2]	
General Operations[3]	$0	
Patient Based Funding- HBAM	$39,882,200	
Global Funding	$66,110,864	
PCOP	$25,592,105	
Patient Based Funding - Quality-Based Procedures	Rate	Allocation[5]
Unilateral Primary Hip Replacement	$8,542	$1,067,702
Unilateral Primary Knee Replacement	$7,356	$2,044,990
Inpatient Rehabilitation for unilateral primary hip replacement	$4,475	$85,029
Inpatient Rehabilitation for unilateral primary knee replacement	$5,622	$146,168
Unilateral Cataracts	$0	$0
Bilateral Cataracts	$0	$0
Chemotherapy Systemic Treatment	$0	$0
Chronic Obstructive Pulmonary Disease	$0	$0
Non-Cardiac Vascular	$0	$0
Congestive Heart Failure	$0	$0
Stroke	$0	$0
Endoscopy	$0	$0
Wait Time Strategy Services ("WTS")	Base[2]	One-Time[2]
General Surgery	$0	$172,700
Pediatric Surgery	$0	$51,100
Hip & Knee Replacement - Revisions	$0	$114,300
Magnetic Resonance Imaging (MRI)	$0	$608,400
Ontario Breast Screening Magnetic Resonance Imaging (OBSP MRI)	$0	$25,500
Computed Tomography (CT)	$0	$76,300
Other WTS Funding	$0	$0
Provincial Program Services ("PPS")	Base[2]	One-Time[2]
Cardiac Surgery	$0	$0
Other Cardiac Services	$0	$0
Organ Transplantation	$0	$0
Neurosciences	$0	$0
Bariatric Surgery	$0	$0
Regional Trauma	$0	$0
Other Provincial Program Funding ()	$0	$0
Other Funding	Base[2]	One-Time[2]
Grant in Lieu of Taxes	$0	$0
Cancer Care Ontario[4]	$0	$0
Ontario Renal Funding[4]	$0	$0
Funding adjustment 1 (indirect QBP adjustment)	$0	$145,100
	Base[2]	One-Time[2] + QBP Allocations
Total 13/14 Estimated Funding Allocation	$131,585,169	$4,537,289

[1] Estimated funding allocations are subject to appropriation and written confirmation by the LHIN.

[2] Funding allocations are subject to change year over year.

[3] Includes the provision of Services not specifically identified under QBP, WTS or PPS.

[4] Funding provided by Cancer Care Ontario, not the LHIN.

[5] All QBP Funding is fully recoverable in accordance with Section 5.6 of the H-SAA. QBP Funding is not base funding for the purposes of the BOND policy.

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2013-14 Schedule B: Reporting Requirements

1. MIS Trial Balance and Supplemental Reporting as Necessary.

Reporting Period	Due Date
2013-14	
Q2 – Apr 01-13- to Sept 30-13	31-Oct-2013
Q3 – Apr 01-13- to Dec 31-13	31-Jan-2014
Q4 – Apr 01-13- to March 31-14	31-May-2014
2014-2015	
Q2 – Apr 01-14- to Sept 30-14	31-Oct-2014
Q3 – Apr 01-14- to Dec 31-14	31-Jan-2015
Q4 – Apr 01-14- to March 31-15	31-May-2015
2015-2016	
Q2 – Apr 01-15- to Sept 30-15	31-Oct-2015
Q3 – Apr 01-15- to Dec 31-15	31-Jan-2016
Q4 – Apr 01-15- to March 31-16	31-May-2016

2. Year End MIS Trial Balance and Supplemental Report

Fiscal Year	Due Date
2013-14	31-May-2014
2014-15	31-May-2015
2015-16	31-May-2016

3. Audited Financial Statements

Fiscal Year	Due Date
2013-14	31-May-2014
2014-15	31-May-2015
2015-16	31-May-2016

4. French Language Services Report

Fiscal Year	Due Date
2013-14	30-Apr-2014
2014-15	30-Apr-2015
2015-16	30-Apr-2016

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2013-14 Schedule C.1.: Performance Indicators

Performance Indicators	Measurement Unit	2013/14 Performance Target	2013/14 Performance Standard
Part I - PERSON EXPERIENCE: Access, Effective, Safe, Person-Centered			
90th Percentile ER LOS for Admitted Patients	Hours	TBD	TBD
90th Percentile ER LOS for Non-admitted Complex (CTAS I-III) Patients	Hours	TBD	TBD
90th Percentile ER LOS for Non-Admitted Minor Uncomplicated (CTAS IV-V) Patients	Hours	TBD	TBD
90th Percentile Wait Times for Cancer Surgery	Days	TBD	TBD
90th Percentile Wait Times for Cardiac Bypass Surgery	Days	TBD	TBD
90th Percentile Wait Times for Cataract Surgery	Days	TBD	TBD
90th Percentile Wait Times for Joint Replacement (Hip)	Days	TBD	TBD
90th Percentile Wait Times for Joint Replacement (Knee)	Days	TBD	TBD
90th Percentile Wait Times for Diagnostic MRI Scan	Days	TBD	TBD
90th Percentile Wait Times for Diagnostic CT Scan	Days	TBD	TBD
Rate of Ventilator-Associated Pneumonia	Rate	TBD	TBD
Central Line Infection Rate	Cases/Days	TBD	TBD
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Rate	TBD	TBD
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Rate	TBD	TBD
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Rate	TBD	TBD
Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance			
Current Ratio (Consolidated)	Ratio	2.40	0.8 - 2.7
Total Margin (Consolidated)	Percentage	0.00%	0% - 2%
Part III - SYSTEM PERSPECTIVE: Integration, Community Engagement, eHealth			
Percentage ALC Days (closed cases)	Percentage	TBD	TBD

Explanatory Indicators	Measurement Unit
30-day Readmission of Patients with Stroke or Transient Ischemic Attack (TIA) to Acute Care for All Diagnoses	Percentage
Percent of Stroke Patients Discharged to Inpatient Rehabilitation Following an Acute Stroke Hospitalization	Percentage
Percent of Stroke Patients Admitted to a Stroke Unit During Their Inpatient Stay	Percentage
Hospital Standardized Mortality Ratio	Percentage
Readmissions Within 30 Days for Selected CMGs	Ratio
**** Adjusted Working Funds Including:**	
> Adjusted Working Funds	Funding
> Adjusted Working Funds as a % of Total Revenue	Percentage
> Current Ratio	Ratio
> Adjusted Working Funds Current Ratio	Ratio
> Debt Ratio	Ratio
Total Margin (Hospital Sector Only)	Percentage
Percentage of Full-Time Nurses	Percentage
Percentage of Paid Sick Time (Full-Time)	Percentage
Percentage of Paid Overtime	Percentage
Repeat Unscheduled Emergency Visits Within 30 Days for Mental Health Conditions	Visits
Repeat Unscheduled Emergency Visits Within 30 Days for Substance Abuse Conditions	Visits

Part IV - LHIN Specific Indicators and Performance targets, see Schedule C3 (2013-2014)

***Refer to 2013-15 H-SAA Indicator Technical Specification for further details.**

**** Adjusted Working Capital: Under Consideration**

Hospital Sector 2013-14 H-SAA

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2013-14 Schedule C.2.: Service Volumes

	Measurement Unit	2013/14 Performance Target	2013/14 Performance Standard
Part I - GLOBAL VOLUMES			
Emergency Department	Weighted Cases	3,933	> 3,540
Total Inpatient Acute	Weighted Cases	14,732	> 13,848
Day Surgery	Weighted Visits	2,386	> 2,147
Inpatient Mental Health	Weighted Patient Days	13,658	> 11,609
Inpatient Rehabilitation	Weighted Cases	568	> 483
Complex Continuing Care	Weighted Patient Days	4,139	> 3,518
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days	0	-
Ambulatory Care	Visits	82,890	> 66,312

		2013-2014 Primary	2013-2014 Revision
Part II - HOSPITAL SPECIALIZED SERVICES			
Cochlear Implants	Cases	0	0
		2013-2014 Base	2013-2014 Incremental
Cleft Palate	Cases	0	0
HIV Outpatient Clinics	Visits	0	
Sexual Assault/Domestic Violence Treatment Clinics	Visits	0	

		2013/14 Base	2013/14 Incremental
Part III - WAIT TIME VOLUMES			
General Surgery	Cases	510	97
Paediatric Surgery	Cases	61	39
Hip & Knee Replacement - Revisions	Cases	1	13
Magnetic Resonance Imaging (MRI)	Total Hours	2,080	2,340
Ontario Breast Screening Magnetic Resonance Imaging (OBSP MRI)	Total Hours	0	98
Computed Tomography (CT)	Total Hours	2,480	305

		2013/14 Base	2013/14 Incremental
Part IV - PROVINCIAL PROGRAMS			
Cardiac Surgery	Cases	TBD	TBD
Cardiac Services - Catheterization	Cases	TBD	TBD
Cardiac Services- Interventional Cardiology	Cases	TBD	TBD
Cardiac Services- Permanent Pacemakers	Cases	TBD	TBD
Organ Transplantation	Cases	TBD	TBD
Neurosciences	Cases	TBD	TBD
Regional Trauma	Cases	TBD	TBD

		2013/14 Volume
Part V - QUALITY BASED PROCEDURES		
Unilateral Primary Hip Replacement	Volumes	125
Unilateral Primary Knee Replacement	Volumes	278
Inpatient Rehabilitation for unilateral primary hip replacement	Volumes	19
Inpatient Rehabilitation for unilateral primary knee replacement	Volumes	26
Unilateral Cataracts	Volumes	0
Bilateral Cataracts	Volumes	0
Chemotherapy Systemic Treatment	Volumes	TBD
Chronic Obstructive Pulmonary Disease	Volumes	TBD
Non-Cardiac Vascular	Volumes	TBD
Congestive Heart Failure	Volumes	TBD
Stroke	Volumes	TBD
Endoscopy	Volumes	TBD

Hospital Sector 2013-14 H-SAA

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2013-14 Schedule C.3.: LHIN Indicators & Volumes

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

E-health

In support of the Provincial e-Health strategy, the Hospital will comply with any technical and information management standards, including those related to architecture, technology which includes the expansion of the Ontario Telemedicine Network services, privacy and security and agreed provincial standardized electronic assessment tools, including but not limited to, Integrated Assessment Record (IAR). These are set for the health service providers by the MOHLTC or the LHIN with the timeframes set by the MOHLTC or the LHIN as the case may be. This also includes any initiatives or projects aligned with Ontario's 2015 eHealth Blueprint. The expectation is that any compliance requirements will be rolled out within reasonable implementation timelines. In addition, the level of available resources will be considered in any required implementations.

eHealth-related discussions will take place at the Central LHIN eHealth Advisory Council and each hospital is required to appoint the most senior staff responsible for eHealth decision-making as a committee member. Decisions made by this committee will be binding for all Central LHIN hospitals.

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Quality

Hospitals are required to submit a copy of their Quality Improvement Plan to the LHIN concurrently with or prior to the submission to Health Quality Ontario for information purposes.

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Community Engagement and Health Equity

The Hospital will provide the LHIN an annual Community Engagement Plan by November 30, 2012 and a biennial Health Equity Plan by November 30, 2013.

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Peer Accountability, Integration and Long-Term Solutions to Advance the Local Health System

The Hospital will continue to work collaboratively with other hospitals, other health service providers and with the Central LHIN to advance the strategic direction of the local health system as outlined in the Integrated Health Service Plan. The Hospital will consult with the LHIN as appropriate when developing plans and setting priorities for the delivery of its health services. From time to time, the LHIN may establish special purpose committees or working groups to support the advancement of LHIN and provincial priorities for which equitable representation from the Hospital will be sought.

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 the Schedules

Hospital Sector 2013-14 H-SAA

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2013-14 Schedule C.3.: LHIN Indicators & Volumes

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Capital Initiatives

When planning for capital initiatives, the Hospital will comply with the requirements outlined in the Ministry of Health & Long-Term Care's Capital Planning Manual (1996) and MOHLTC-LHIN Joint Review Framework for Early Capital Planning Stages (2010), as may be updated or amended from time to time. In this context, "capital initiatives" refer to initiatives of the Hospital in relation to the construction, renewal or renovation of a facility or site. As outlined in the 2010 Joint Review Framework document, the approval process and eligibility criteria for "Own Funds" capital initiatives (those project that require no capital from the Ministry or the LHIN) are currently determined by the Ministry.

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Ontario Stroke Network

The hospital will collaborate with the Ontario Stroke Network and contribute to planning related to stroke services.

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Cardiac Care Network of Ontario

The hospital will collaborate with the Ontario Cardiac Care Network and contribute to planning related to cardiac services.

LHIN Priority

Performance Indicator	Performance Target		Performance Standard
	-	2013-14	-

Performance Obligation

Diabetes Education Programs

Diabetes Education Programs are required to submit a quarterly report outlining activities set out within the Central LHIN template (for applicable hospitals).

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 the Schedules

Hospital Sector 2013-14 H-SAA

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2013-14 Schedule C.4.
***P.C.O.P. Targeted Funding and Volume**

**Post-Construction Operating Plan*

Base Year>>	2000		2013- 2014 Received from LHIN % Funding Received			2013 -2014 Hospital Plan		
	Base Volume	Total Approved Volume	Funding Rate	2013-2014 Additional Volumes	Funding (Note 1)	Additional Volumes	New Beds	Funding
Inpatient Acute - Medicine/Surgery	8,859	12,425	3,987	1,310	$5,223,127	1,310	15	$5,223,127
Inpatient Acute -Obstetrics	2,340	3,343	3,987	0	$0	0	0	$0
Inpatient Acute - ICU	8	24	499,985	0	$0	0	0	$0
Inpatient Rehabilitation General	5,715	7,184	382	0	$0	0	0	$0
Inpatient Complex Continuing Care	6,628	10,917	281	0	$0	0	0	$0
Inpatient Acute - Mental Health	7,700	11,704	528	3,140	$1,657,072	3,140	8	$1,657,072
Day Surgery	4,740	8,035	957	300	$287,073	300	0	$287,073
Endoscopy (cases)	4,288	9,000	403	530	$213,431	530	0	$213,431
Emergency	57,021	67,715	207	9,479	$1,961,300	9,479	0	$1,961,300
Amb Care - Acute Mental Health	15,395	24,600	231	1,605	$371,124	1,605	0	$371,124
Amb Care - Diabetes	1,713	2,890	230	803	$184,578	803	0	$184,578
Amb Care - Palliative	0	0	0	0	$0	0	0	$0
Clinic - Med/Surg	46,745	98,110	308	6,800	$2,094,400	6,800	0	$2,094,400
Clinic - Metabolic	0	0	0	0	$0	0	0	$0
Other - ( )	0	0	0	0	$0	0	0	$0
Other - ( )	0	0	0	0	$0	0	0	$0
Other - ( )	0	0	0	0	$0	0	0	$0

Facility Costs		$8,700,000	$8,700,000
Amortization		$4,900,000	$4,900,000
Total Funding		$25,592,105 (Note2)	$25,592,105

Funding provided in this Schedule is an additional in-year allocation contemplated by section 5.3 of the Agreement

Note 1 - *Terms and conditions of PCOP funding are determined by the Ministry of Health and Long Term care (MOHLTC). Incremental volumes required to be achieved by the Hospital as set out above are in addition to PCOP volumes provided in previous years. The MOHLTC may adjust funded volumes upon reconcilation.*

Note 2 - *This amount must be the same as PCOP (General Operations Funding) on 2013-14 Schedule A: Funding Allocations*
Once negotiated, an amendment in the form of this 2013-14 Schedule C.4. P.C.O.P. will be made under section 15.3 of the Agreement to include these targets and any additional conditions not otherwise set out in any other Schedule.