2008-15 H-SAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "Agreement") is made as of the 1st day of July, 2014

BETWEEN:

CHAMPLAIN LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

University of Ottawa Heart Institute (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 June 30, 2014;

AND WHEREAS the LHIN and the Hospital have agreed to extend the H-SAA for a further nine month period to permit the LHIN and the Hospital to continue to work toward a multi-year H-SAA;

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. 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.
 - (s) 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

2.3 <u>Term.</u> This Agreement and the H-SAA will terminate on March 31, 2015.

- **3.0 Effective Date.** The amendments set out in Article 2 shall take effect on April 1, 2014. 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.
- **Entire Agreement**. This Agreement 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.

CHAMPLAIN LOCAL HEALTH INTEGRATION NETWORK

By:	
Dr. Wilbert Keon, Chair	Date
And by:	
Ms. Chantale LeClerc, CEO	Date
By: Mr. Lawrence Soloway, Chair	June 26, 2014 Date
And by: Dr. Thierry Mesana, President & CEO	Jun 22, 2014

Facility #:

961

Hospital Name:

University of Ottawa Heart Institute

Hospital Legal Name: University of Ottawa Heart Institute

2014-2015 Schedule A: Funding Allocation

	2014-20	015 Target
Intended Purpose or Use of Funding	Estimated ¹ Fu	unding Allocation
1FUNDING SUMMARY	Base ²	
Other LHIN Allocations- Global Funding	\$75,791,325	
Health System Funding Reform (HSFR) HBAM/QBP Funding	\$45,972,975	Allocation ² /One-Time
Wait Time Strategy Services ("WTS") (Section 2 below)	\$0	\$57,500
Provincial Program Services ("PPS") (Section 3 below)	\$0	\$2,222,664
Other Non-HSFR LHIN Funding (Section 4 below)	\$0	\$4,115,242
Post Construction Operating Plan (PCOP)	\$0	
Total 14/15 Estimated Funding Allocation	\$121,764,300	\$6,395,406
⁴ Section 1: Health System Funding Reform - Quality-Based Procedures	Rate	Allocation ⁴
Cancer- Surgery	TBD	\$0
Cancer- Colposcopy	TBD	\$0
Cardiac- Aortic Valve Replacement	TBD	\$0
Cardiac- Coronary Artery Disease	TBD	\$0
Cataracts- Bilateral	TBD	\$0
Cataracts- Unilateral	TBD	\$0
Chemotherapy Systemic Treatment	TBD	\$0
Chronic Obstructive Pulmonary Disease	TBD	\$21,691
Congestive Heart Failure	TBD	\$3,688,854
Endoscopy	TBD	\$13,689
Hip Replacement- Inpatient Rehabilitation for Unilateral Primary	TBD	\$0
Hip Replacement- Unilateral Primary	TBD	\$0
Knee Replacement- Inpatient Rehabilitation for Unilateral Primary	TBD	\$0
Knee Replacement- Unilateral Primary	TBD	\$0
Non-Cardiac Vascular- Aortic Aneurysm (AA)	TBD	\$0
Non-Cardiac Vascular Lower Extremity Occlusive Disease (LEOD)	TBD	\$0
Orthopaedics- Hip Fracture	TBD	\$0
Orthopaedics- Knee Arthroscopy	TBD	\$0
Paediatric- Neonatal Jaundice (Hyperbilirubinemia)	TBD	\$0
Paediatric- Tonsillectomy	TBD	\$0
Respriatory- Pneumonia	TBD	\$0
Sroke- Transient Ischemic Attack (TIA)	TBD	\$2,977
Stroke- Hemorrahage	TBD	\$0
Stroke- Ischemic or Unspecified	TBD	\$59,066
Vision Care- Retinal Disease	TBD	\$0

Facility #:

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Hospital Name: Hospital Legal Name:

University of Ottawa Heart Institute

University of Ottawa Heart Institute

2014-2015 Schedule A: Funding Allocation

Section 2: Wait Time Strategy Services ("WTS")	Base ²	One-Time ²
General Surgery	\$0	\$0
Pediatric Surgery	\$0	\$0
Hip & Knee Replacement - Revisions	\$0	\$0
Magnetic Resonance Imaging (MRI)	\$0	\$0
Ontario Breast Screening Magnetic Resonance Imaging (OBSP MRI)	\$0	\$0
Computed Tomography (CT)	\$0	\$57,500
Other WTS Funding	\$0	\$0
Section 3: Provincial Program Services ("PPS")	Base ²	One-Time ²
Cardiac Surgery	\$20,017,990	\$1,594,910
Other Cardiac Services	\$97,168,003	\$258,140
Organ Transplantation	\$792,030	\$369,614
Neurosciences	\$0	\$0
Bariatric Services	\$0	\$0
Regional Trauma	\$0	\$0
Section 4: Other Non-HSFR Funding	Base ²	One-Time ²
LHIN One-time payments		\$420,000
MOH One-time payments		TBD
LHIN/MOH Recoveries	TBD	
Other Revenue from MOHLTC	TBD	
Paymaster	\$0	
TAVI	\$0	\$1,350,000
HSFR mitigation	\$0	\$1,722,969
HOCC	\$0	\$622,273
Other Funding adjustment 4()	\$0	\$0
Other Funding (Not included in the Summary above)	Base ²	One-Time ²
Grant in Lieu of Taxes	\$0	\$10,575
Cancer Care Ontario ³	TBD	TBD
Ontario Renal Funding ³	TBD	TBD
Funding adjustment 1 ()	\$0	\$0
Funding adjustment 2 ()	\$0	\$0
Funding adjustment 3 ()	\$0	\$0

^{*} Targets for Years 2 and 3 of the agreement will be determined during the annual refresh process.

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

^[4]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.

Facility #: 961

Hospital Name: University of Ottawa Heart Institute
Hospital Legal Name: University of Ottawa Heart Institute

2014-2015 Schedule B: Reporting Requirements

1. MIS Trial Balance	2014-2015	2015-2016	2016-2017
On Amend to Cont 30	31-Oct-2014	31-Oct-2015	31-Oct-2016
03 - Oxt 01-to Dec 31	31-Jan-2015	31-Jan-2016	31-Jan-2017
US = UC 01 - 10 Dec 3 -	31-May-2015	31-May-2016	31-May-2017
2. Hospital Quartery SRI Reports and Supplemental Reporting as Necessary	Due Date 2014-2015	Due Date 2015-2016	Due Date 2016-2017
00 Ame 04 to Cont 30	07-Nov-2014	07-Nov-2015	07-Nov-2016
02 - April 01 to Gept 30	07-Feb-2015	07-Feb-2016	07-Feb-2017
03 - 00(01-10 Dec 31	30-Jun-2015	30-Jun-2016	30-Jun-2017
V4 = Jail 01 to Match 31	30-Jun-2015	30-Jun-2016	30-Jun-2017
3. Audited Financial Statements			
Fiscal Year	Due Date		
2014-15	30-Jun-2015		
2015-16	30-Jun-2016		
2016-17	30-Jun-2017		
4. French Language Services Report	Due Date		
Chacal leas	30-Apr-2015		
2014-13	30-Apr-2016		
21 20 17	30-Apr-2017		
2016-1/			

Facility #:	961
Hospital Name	University of Ottawa Heart Institute
Hospital Legal Name:	University of Ottawa Heart Institute
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2014-2015 Schedule C1: TOTAL ENTITY Performance Indicators

Performance Indicators	Measurement Unit	2014-2015 Performance Target	**2014-2015 Performance Standard
90th Percentile Emergency Room (ER) Length of Stay for Admitted Patients	Hours	N/A	
90th Percentile ER Length of Stay for Non-Admitted Complex (CTAS I-III) Patients	Hours	N/A	
90th Percentile ER Length of Stay for Non-Admitted Minor Uncomplicated (CTAS IV-V) Patients	Hours	N/A	
Cancer Surgery: % Priority 4 cases completed within Target	Percent	N/A	
Cardiac Bypass Surgery: % Priority 4 cases completed within Target	Percent	90.0%	>= 90
Cataract Surgery: % Priority 4 cases completed within Target	Percent	N/A	
Joint Replacement (Hip): % Priority 4 cases completed within Target	Percent	N/A	
Joint Replacement (Knee): % Priority 4 cases completed within Target	Percent	N/A	
Diagnostic Magnetic Resonance Imaging (MRI) Scan: % Priority 4 cases completed within Target	Percent	N/A	
Diagnostic Computed Tomography (CT) Scan: % Priority 4 cases completed within Target	Percent	95.0%	≥90
Rate of Ventilator-Associated Pneumonia	Rate	0.00	
Central Line Infection Rate	Rate	0.00	
Rate of Hospital Acquired Clostridium Difficile Infections	Rate	0.00	
Rate of Hospital Acquired Vancomycin Resistant Enterococcus Bacteremia	Rate	0.00	
Rate of Hospital Acquired Methicillin Resistant Staphylococcus Aureus Bacteremia	Rate	0.00	
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 (HSMR)	Ratio		
Readmissions Within 30 Days For Selected Case Mix Groups (CMGS)	Percentage		

Performance Indicators	Measurement Unit	2014-2015 Performance Target	**2014-2015 Performance Standard
Current Ratio (Consolidated – all sector codes and fund types)	Ratio	0.67	0.67 to 2.00
otal Margin (Consolidated – all sector codes and fund types)	Percentage	1.08%	>=0
Explanatory Indicators	Measurement Unit		
Fotal Margin (Hospital Sector Only)	Percentage		
Adjusted Working Funds	Amount		
Adjusted Working Funds / Total Revenue %	Percentage		

Facility #: Hospital Name: University of Ottawa Heart Institute Hospital Legal Name: University of Ottawa Heart Institute Site Name: TOTAL ENTITY

2014-2015 Schedule C1: TOTAL ENTITY Performance Indicators

Performance Indicators	Measurement Unit	2014-2015 Performance Target	Performance Standard
Percentage of Acute Alternate Level of Care (ALC) Days (closed cases)	Percentage	1.30%	<=1.3
Explanatory Indicators	Measurement Unit		
Repeat Unscheduled Emergency Visits Within 30 Days For Mental Health Conditions (Methodology Updated)	Percentage		
Repeat Unscheduled Emergency Visits Within 30 Days For Substance Abuse Conditions (Methodology Updated)	Percentage		

Part IV - LHIN Specific Indicators and Performance targets, see Schedule C3 2014-2015

^{*} Targets for Year 2 and 3 of the Agreement will be set during the Annual Refresh process **Refer to 2014-17 H-SAA Indicator Technical Specification for further details.

Facility #: [

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Hospital Name:

University of Ottawa Heart Institute

Hospital Legal Name: University of Ottawa Heart Institute

2014-2015 Schedule C2: Service Volumes

	Measurement Unit	2014-2015 Performance Target	2014-2015 Performance Standard
Ambulatory Care	Visits	49,253	>= 39,402.4
Complex Continuing Care	Weighted Patient Days	0	-
Day Surgery	Weighted Visits	2,665	>= 2398.5 and <= 2931.5
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days	0	-
Emergency Department	Weighted Cases	0	-
Emergency Department and Urgent Care	Visits	0	•
npatient Mental Health	Weighted Patient Days	0	-
npatient Mental Health	Days	0	-
npatient Rehabilitation	Days	0	-
Rehabilitation Separations	Days	0	-
Total Inpatient Acute	Weighted Cases	18,350	>= 17432.5 and <= 19267.5
Part II - Hospital Specialized Services			
	Measurement Unit	2014-2015 Primary	2014-2015 Revision
Cochlear Implants	Cases	0	0
	Measurement Unit	2014-2015 Base	2014-2015 Incremental
Cleft Palate	Cases	0	0
HIV Outpatient Clinics	Visits	0	

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Hospital Name:

Computed Tomography (CT)

University of Ottawa Heart Institute

Hospital Legal Name: University of Ottawa Heart Institute

2014-2015 Schedule C2: Service Volumes

Part III - Wait Time Volumes		100	
	Measurement Unit	2014-2015 Base	2014-2015 Incremental
General Surgery	Cases	0	0
Paediatric Surgery	Cases	0	0
Hip & Knee Replacement - Revisions	Cases	0	0
Magnetic Resonance Imaging (MRI)	Total Hours	0	0
Ontario Breast Screening Magnetic Resonance Imaging (OBSP MRI)	Total Hours	0	0

Total Hours

230

art IV - Provincial Programs	Measurement Unit	2014-2015 Base	2014-2015 Incremental
Cardiac Surgery	Cases	1,159	41
Cardiac Services - Catheterization	Cases	6,000	
Cardiac Services- Interventional Cardiology	Cases	5,835	
Cardiac Services- Permanent Pacemakers	Procedures	535	
Automatic Implantable Cardiac Defib's (AICDs)- New Implants	# of New Implants	282	
Automatic Implantable Cardiac Defib's (AICDs)- Replacements	# of Replacements	93	
Automatic Implantable Cardiac Defib's (AICDs)- Replacements done at Supplier's request	# of Replacements	0	
Automatic Implantable Cardiac Defib's (AICDs)- Manufacturer Requested ICD Replacement Procedure	Procedures	0	
Organ Transplantation	Cases	15	2014-2015 Revsion
Neurosciences	Procedures	0	0
Regional Trauma	Cases	0	
Number of Forensic Beds- General	Beds	0	
Number of Forensic Beds- Secure	Beds	0	
Number of Forensic Beds- Assessment	Beds	0	
Bariatric Surgery	Procedures	0	
Medical and Behavioural Treatment	Cases	0	

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Hospital Name:

University of Ottawa Heart Institute

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2014-2015 Schedule C2: Service Volumes

art V - Quality Based Procedures	Measurement Unit	2014-2015 Volume	
ancer- Surgery	Volume	0	
ancer- Colposcopy	Volume	0	
ardiac- Aortic Valve Replacement	Volume	TBD	
ardiac- Coronary Artery Disease	Volume	TBD	
Cataracts- Bilateral	Volume	0	
Cataracts- Unilateral	Volume	0	
Chemotherapy Systemic Treatment	Volume	0	
Chronic Obstructive Pulmonary Disease	Volume	4	
Congestive Heart Failure	Volume	302	
ndoscopy	Volume	0	
lip Replacement- Inpatient Rehabilitation for Unilateral Primary	Volume	0	
lip Replacement- Unilateral Primary	Volume	0	
Knee Replacement- Inpatient Rehabilitation for Unilateral Primary	Volume	0	
Knee Replacement- Unilateral Primary	Volume	0	
Non-Cardiac Vascular- Aortic Aneurysm (AA)	Volume	TBD	
Non-Cardiac Vascular Lower Extremity Occlusive Disease (LEOD)	Volume	TBD	
Orthopaedics- Hip Fracture	Volume	0	
Orthopaedics- Knee Arthroscopy	Volume	0	
Paediatric- Neonatal Jaundice (Hyperbilirubinemia)	Volume	0	
Paediatric- Tonsillectomy	Volume	0	
Respriatory- Pneumonia	Volume	0	
Sroke- Transient Ischemic Attack (TIA)	Volume	1	
Stroke- Hemorrahage	Volume	0	
Stroke- Ischemic or Unspecified	Volume	7	
Vision Care- Retinal Disease	Volume	0	

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Hospital Name: University of Ottawa Heart Institute
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2014-2015 Schedule C3: Local Indicators and Obligations

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Facility #: 961 | Hospital Name: University of Ottawa Heart Institute Hospital Legal Name: University of Ottawa Heart Institute

2014-2015 Schedule C3: Local Indicators and Obligations

Schedule D – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Hospital Service Accountability Agreement

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network

(the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of Hospital] (the "HSP")

Date: [insert date]

Re: [insert date range - April 1, 201X – March 31, 201x] (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare and attest to you as follows:

After making inquiries of the HSP's Chief Executive Officer and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled its obligations under the hospital service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the Board confirms that:

- (i) the HSP has complied with the provisions of the Local Health System Integration Act, 2006 and the Broader Public Sector Accountability Act (the "BPSAA") that apply to the HSP:
- (ii) the HSP has complied with its obligations in respect of CritiCall that are set out in the Agreement;
- (iii) every Report submitted by the HSP is complete, accurate in all respects and in full compliance with the terms of the Agreement; and
- (iv) the representations, warranties and covenants made by the Board on behalf of the HSP in the Agreement remain in full force and effect.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement.

This Declaration of Compliance, together with its Appendix, will be posted on the HSP's website on the same day that it is issued to the LHIN.

[insert name of Board Chair or other board member authorized by the Board to make the Declaration on the Board's behalf], [insert title]

Appendix 1 - Exceptions

Please identify each obligation under the H-SAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.

Schedule E - Project Funding Agreement Template

Project Funding Agreement Template

Note: This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by the LHIN.

THIS PROJECT FUNDING AGREEMENT ("PFA") is effective as of [insert date] (the "Effective Date") between:

XXX LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

[Legal Name of the Health Service Provider] (the "HSP")

WHEREAS the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the "Project");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

- **1.0 Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:
 - "Project Funding" means the funding for the Services;
 - "Services" mean the services described in Appendix A to this PFA; and
 - "Term" means the period of time from the Effective Date up to and including [insert project end date].
- **2.0** Relationship between the SAA and this PFA. This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.
- **3.0 The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.
- **4.0** Rates and Payment Process. Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

5.0 Representatives for PFA.

By:

- (a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.
- (b) The LHIN's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]
- **6.0** Additional Terms and Conditions. The following additional terms and conditions are applicable to this PFA.
 - (a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.
 - (b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]	
Ву:	
[insert name and title]	
Ву:	
[insert name and title]	
[XX] Local Health Integration Network	
Ву:	
[insert name and title.]	

insert name and title.]		 	 -	·
	nsert name and title.]			
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APPENDIX A: SERVICES

- 1. DESCRIPTION OF PROJECT
- 2. DESCRIPTION OF SERVICES
- 3. OUT OF SCOPE
- 4. DUE DATES
- 5. PERFORMANCE TARGETS
- 6. REPORTING
- 7. PROJECT ASSUMPTIONS
- 8. PROJECT FUNDING
 - 8.1 The Project Funding for completion of this PFA is as follows:
 - 8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time funding and is not to exceed [X].