2008-13 H-SAA AMENDING AGREEMENT

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

BETWEEN:

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

ST. JOSEPH'S HEALTH CARE, LONDON (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 2.13 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.

SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK

By:

Jeff Low, Board Chair

And by:

Michael Barrett, Chief Executive Officer

ST. JOSEPH'S HEALTH CARE, LONDON

By:

Marcella Grail, Board Chair

I have authority to bind the Hospital.

And by:

Gillian Kernaghan, President and Chief Executive Officer

I have authority to bind the Hospital.

Planning and Reporting

Schedule A (2012-2013)

Part I – Planning
Since the MOHLTC was unable to release the amount of Hospital funding for the 2012 – 2013 fiscal year before March 31, 2012, it was not possible for the LHIN and the Hospital to enter into an H-SAA for the 2012 – 2013 fiscal year by March 31, 2012. In the circumstances, the following steps were taken at the following times: ▪ The 2008-12 H-SAA was extended to September 30, 2012. ▪ The HAPS Submission process was launched on April 17th, 2012, with the HAPS due May 29th. ▪ On execution of an amending agreement, the 2008-12 H-SAA will be amended and extended for a one year term, effective April 1, 2012 through March 31, 2013.

Part II – Reporting	Party	Timing
Hospitals submit MIS trial balance and supplemental reporting as necessary	Hospital	30 days after the end of each quarter beginning with the 2nd quarter
Year end MIS trial balance and supplemental report	Hospital	60 days following the end of the fiscal year
Audited Financial Statements	Hospital	60 days following the end of the fiscal year
French Language Services Report as applicable	Hospital	60 days following the end of the fiscal year
Attestation of compliance with tasks required by CritiCall as per the Agreement between the assigned CritiCall Transfer Payment Agency and the MOHLTC	Hospital	60 days following the end of the fiscal year
Hospital to provide compliance attestations as required by Applicable Law	Hospital	In accordance with obligations
Such other reporting as may be required by the LHIN from time to time (Note 1)	Hospital	As directed by the LHIN

Note 1: Request for reporting as per LHIN authority as set out in the Local Health System Integration Act

Hospital One-Year Funding Allocation

Schedule C (2012-2013)

Hospital St. Joseph's Health Care **Fac # 714**	**2012/13 Allocation**	
	Base	One-Time
Operating Base Funding		
Opening Base Allocation	267,328,828	
HBAM Adjustment	1,719,700	
Revised Base Carve-Out - Cataracts	(2,865,488)	
Revised Base Carve-Out - Inpatient Hip Rehab	(259,128)	
Revised Base Carve-Out - Inpatient Knee Rehab	(173,861)	
Hip and Knee Program Transfer	(3,515,349)	
PCOP (Reference Schedule F)	732,800	
Incremental Funding Adjustment		
Other Funding		
Funding adjustment 1 (PET Scans)		904,100
Funding adjustment 2 (Indirect WTS Costs)		69,700
Funding adjustment 3 (BSS)	27,300	
Funding adjustment 4 (Starch Volumes)	38,700	
Funding adjustment 5 (RMHC T2)	(1,552,502)	
Funding adjustment 6 (Correct T2 Divest)	20,000	
Funding adjustment 7 (LTCH Act Tcf to CCAC)	(32,655)	
Other Items - BSO	753,710	
Services: Schedule D		
Cardiac catherization		
Cardiac surgery		
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		
Magnetic Resonance Imaging (MRI OBSP)		62,400
Magnetic Resonance Imaging (MRI)		772,200
Computed Tomography (CT)		54,250
Quality-Based Procedures: Schedule D Planning Allocation Assumption (rate x volume)		
Primary Hips (transferred to LHSC)		
Primary knee (transferred to LHSC)		
Cataract		3,063,094
Inpatient rehab for primary hip		244,736
Inpatient rehab for primary knee		180,512
Chronic Kidney Disease - as per Ontario Renal Network Funding Allocation		
TOTAL	$	267,573,647

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

Service Volumes

Schedule D (2012 - 2013)

Hospital St. Joseph's Health Care

Facility # 714

	Measurement Unit		
Part I - GLOBAL VOLUMES Refer to 2012-13 H-SAA Indicator Technical Specification Document for further details		**2012/13 Performance Target**	**2012/13 Performance Standard**
Emergency Department/Urgent Care Centre	Weighted Cases	1,035.00	>= 932 and <=1139
Complex Continuing Care	Weighted Patient Days	43,352.00	>= 39884
Total Inpatient Acute	Weighted Cases	2,342.00	>= 2918 and <=3566
Day Surgery	Weighted Visits	3,152.00	>= 2837 and <= 3467
Inpatient Mental Health	Unweighted Patient Days	97,564.00	>= 89759
Inpatient Rehabilitation	Weighted Cases	1,476.00	>= 1328 and <= 1624
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days		
Ambulatory Care	Visits	357,820.00	> 329194
Part II - WAIT TIME VOLUMES (Formerly Schedule H) (Note 1)		**2012/13 Base**	**2012/13 Incremental**
Cardiac Surgery -CABG	Cases		
Cardiac Surgery -Other Open Heart	Cases		
Cardiac Surgery -Valve	Cases		
Cardiac Surgery -Valve/CABG	Cases		
Paediatric Surgery	Cases		
General Surgery	Cases		
Hip Replacement - Revisions	Cases		
Knee Replacements - Revisions	Cases		
Magnetic Resonance Imaging (MRI)	Total Hours	4,160.00	3210.00
Computed Tomography (CT)	Total Hours	2,350.00	217.00
Part III - Services & Strategies(Formerly Shedule G)		**2012/13 Performance Target**	**2012/13 Performance Standard**
Catherization	Cases		
Angioplasty	Cases		
Other Cardiac (Note 2)	Cases		
Organ Transplantation (Note 3)	Cases		
Neurosurgery (Note 4)	Cases		
Bariatric Surgery	TBD		

Part IV - Quality Based Procedures (Formerly in Wait Times program Schedule H) (Note 5)		**2012/13 Volume**
Primary hip (after program transfer to LHSC)	Volumes	
Primary knee (after program transfer to LHSC)	Volumes	
Cataract	Volumes	4170.00
Inpatient rehab for primary hip	Volumes	33.00
Inpatient rehab for primary knee	Volumes	27.00
Chronic Kidney Disease (as per Ontario Renal Network Allocation Schedule)	Volumes	

Note 1 - Reflect wait time procedure volumes, both base and incremental at 2011/2012 levels unless otherwise directed by your LHIN.

Note 2 -Cardiac Services are LHIN managed (Protected Services) including: Implantable Cardic Defibrilators (ICD), electrophysiology studies (EPS), Ablations, Ablations with advance mapping, Pacemakers, Drug Eluting Stents (DES), Cardiac surgery (CABG, valve, other open heart, valve+CABG), Angioplasty, and Cardiac Cathetherization.

Note3- Organ Transplantation - Funding for living donation (kidney & liver) is 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.

Note4 - includes neuromodulation, coil embolization, and emergency neurosurgery cases.

Note 5- Under Health system Funding Reform (HSFR), for each quality-based procedure, the volumes are determined as a single figure for the year. Previously, under Wait Time program they were identified as base and incremental.

Indicators*

Schedule E (2012 - 2013)

Hospital St. Joseph's Health Care

Facility # 714

Accountability Indicators	Measurement Unit	2012/13 Performance Target	2012/13 Performance Standard	Explanatory Indicators	Measurement Unit
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	60.00	<= 66	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	120.00	<= 132	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	76.00	<= 84		
90th Percentile Wait Times for Diagnostic CT Scan	Days	35.00	<=38		
Rate of Ventilator-Associated Pneumonia	Cases/Days	0.00	<=.99		
Central Line Infection Rate	Cases/Days	0.00	<=0.7		
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Cases/Days	0.00	<=0.27		
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Cases/Days	0.00	<=0.56		
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Cases/Days	0.00	<=0.04		
Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance					
Current Ratio (Consolidated)	Ratio	1.18	0.8 to 2.0	Total Margin (Hospital Sector Only)	Percentage
Total Margin (Consolidated)	Percentage	0.96	>= 0	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
				Repeat Unscheduled Emergency Visits Within 30 Days for Substance Abuse Conditions	Visits
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 and Targets

Schedule E1 (2012-2013)

All Hospitals

All South West LHIN hospitals agree to re-engage in an integrated supply chain process with the intent of improving efficiencies and achieving resource savings with the goal of having a business proposal in place by the end of 2012/13.

All South West LHIN hospitals agree to proactively participate in ongoing planning discussions with respect to health system funding reform and the South West LHIN's Integrated Health Service Plan 2013-16.

All South West LHIN hospitals agree to annually review and update site specific programs and services information, as represented within the Healthline.ca website.

Performance Management Teams

Cancer: LHSC, GBHS, SGH, STEGH, WGH, SMGH, HDH, TDMH

H&K: LHSC, GBHS, SGH, STEGH, WGH, SMGH

As related to the performance improvement work occurring in the South West LHIN, your hospital will continue to participate in established groups such as the Cancer and Hip and Knee Performance Management Teams (PMT). 90th percentile performance (closed cases), open case performance and other metrics, as established between the LHIN and hospital partners will be monitored. Improvement expectations will be established through on-going dialogue and action plans articulated through performance improvement plans or other means of communication.

For Hips and Knees PMT, a weighted scoring methodology will be utilized to rank hospital performance with the opportunity for additional investment, if available.

Post-Construction Operating Plan Funding and Volume

Schedule F (2012/13)

Hospital St. Joseph's Health Care

See LHIN13-81A letter for volume and funding details	Total Approved Volume	2012/13 Received from LHIN % Funding Received			2012/13 Hospital Plan		
		Funding Rate	2012/13 Additional Volumes	Funding (Note 1)	Additional Volumes	New Beds	Funding
Inpatient Acute - Medicine/Surgery							
Inpatient Acute -Obstetrics							
Inpatient Acute - ICU							
Inpatient Rehabilitation General							
Inpatient Complex Continuing Care							
Inpatient Acute - Mental Health							
Day Surgery							
Endoscopy (cases)							
Emergency							
Amb Care - Acute Mental Health							
Amb Care - Diabetes							
Amb Care - Palliative							
Clinic - Med/Surg							
Clinic - Metabolic							
Other - ( )							
Other - ( )							
Other - ( )							
Facility Costs							
Amortization							-
Total Funding				- (Note2)			-

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 reconciliation.*

Note 2 - *This amount must be the same as PCOP (Operating Base Funding) on Schedule C (2012 - 2013).*

Once negotiated, an amendment (Schedule F1 (2012 - 2013) 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.