

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "Agreement") is made as of the 1st day of April, 2010

BETWEEN:

NORTH EAST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

TIMMINS AND DISTRICT 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 the LHIN and the Hospital have since amended the H-SAA to extend the term for an additional year ending March 31, 2011;

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 Schedules.
 - (a) Schedule B1 shall be deleted and replaced with the Schedule B2 attached to this Agreement.

 - (b) Schedule C1 shall be deleted and replaced with the Schedule C2 attached to this agreement.

 - (c) Schedule D1 shall be deleted and replaced with the Schedule D2 attached to this agreement.

 - (d) Schedule E1 shall be deleted and replaced with the Schedule E2 attached to this agreement.

 - (e) Schedule F1 shall be deleted and replaced with the Schedule F2 attached to this agreement.

(f) Schedule G1 shall be deleted and replaced with the Schedule G2 attached to this agreement.

(g) Schedule H1 shall be deleted and replaced with the Schedule H2 attached to this agreement.

3.0 Effective Date. The Parties agree that the amendments set out in Article 2 shall take effect as of April 1, 2010. All other terms of the H-SAA and the schedules appended to 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.

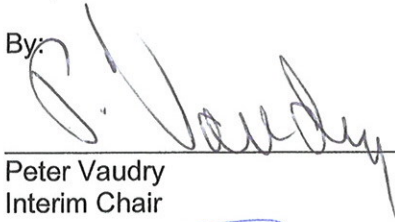
5.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.0 Entire Agreement. This Agreement together with Schedules B2, C2, D2, E2, F2, G2 and H2, 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.

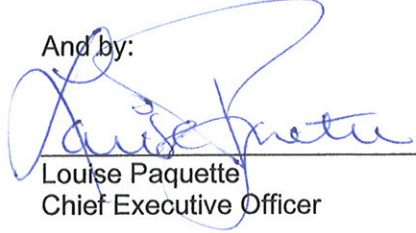
NORTH EAST LOCAL HEALTH INTEGRATION NETWORK

By:


Peter Vaudry
Interim Chair


Date

And by:


Louise Paquette
Chief Executive Officer

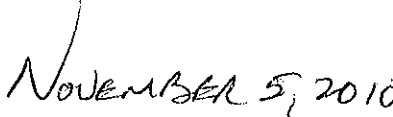

Date

TIMMINS AND DISTRICT HOSPITAL

By:



Allan Kean
Board Chair

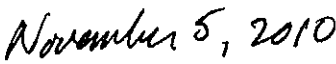


Date

And by:



Roger Walker
President and Chief Executive Officer



Date

Schedule B-2

Performance Obligations for 10/11

- 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-2.
- 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-2.
- 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-2.
- 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-2;
 - (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-2 and G-2 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-2, G-2 or H-2 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.”

(b) **French Language Services**

The Hospital will continue to ensure equity of access to and accessibility of Hospital programs/services in French for the Francophone population. Based on the information provided by the Hospital in the integrated French Language Services Report (2007/08), the base line FLS equity index for the Hospital is **0.4065**. The goal of the Hospital is to improve access and accessibility of Hospital programs/services in French for the Francophone population by 10% by March 31, 2011. The targeted FLS equity index for 2010/11 remains at **0.4471**.

The LHIN will review the Hospital’s progress towards achieving its target in March 2011. The LHIN will advise the Hospital of the FLS reporting process in advance of the review. The review process will be assisted by the Northern Office of French language Health Services.

8.3 Board Policy - Commitment to Integration

The Hospital Board agrees to adopt a "Commitment to Integration" policy, as outlined in the "North East Local Health Integration Network INTEGRATION STRATEGY" document, by September 30, 2010 if such a policy has not yet been adopted.

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.

The following provisions are added to Article 9 of Schedule B

9.2 GRANTING A CONDITIONAL WAIVER UNDER THE H-SAA EXTENSION 2010/11:

NO WORKING CAPITAL

(a) The Hospital has advised the LHIN that it anticipates incurring a deficit of no more than **\$2,782,669** at March 31, 2011 (the "**Deficit Amount**"). If the Hospital anticipates exceeding their projected deficit of \$2,782,669, they will advise the NE LHIN on the mitigating circumstances.

- b) Subject to (a) the LHIN will waive the requirements of 6.1.3 (a) from April 1, 2010 to March 31, 2011 inclusive provided that:
- (i) the Hospital agrees to work with the NE LHIN towards the development of a HIP that will assist TDH in achieving a balanced operating position for the next H-SAA period (2011/13);
 - (ii) the HIP will include at a minimum, an updated community profile, review of referral patterns and the role of a hub hospital;
 - (iii) the hospital agrees to share with the NE LHIN the outcome of their strategic planning session taking place October 29 and 30th, 2010;
 - (iv) in the event that a service or program elimination is necessary, the hospital will consult with other directly affected hub hospitals and community partners;
 - (v) the HIP is acceptable to the LHIN;
 - (vi) the Hospital implements the HIP as directed by the LHIN

Hospital Multi-Year Funding Allocation

Schedule C2 2010/11

Hospital	2010/11 Planning Allocation	
Fac #	Base	One Time
TIMMINS & District General		
907		
Opening Base Funding	\$61,714,500	includes 09/10 CKD base claw back of \$308,000
Multi-Year Funding Incremental Adjustment	\$642,000	
Other Funding		
Funding adjustment 1 (Nurse Practitioner)	\$123,000	
Funding adjustment 2 (ED Pay for Results)		\$575,100
Funding adjustment 3 (Physician Initial Assessment (PIA))		\$113,100
Funding adjustment 4 (-)		
Funding adjustment 5 (-)		
Funding adjustment 6 (-)		
Funding adjustment 7 (-)		
Other Items		
Prior Years' Payments		
Critical care Strategies Schedule E		
PCOP: Schedule F		
PCOP		
Stable Priority Services: Schedule G		
Chronic Kidney Disease		
Cardiac Catheterization		
Cardiac Surgery		
Provincial Strategies: Schedule G		
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		
Specialized Hospital Services: Schedule G		
Cardiac Rehabilitation		
Vascular 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		
Hospital Ambulatory Clinics		
Permanent Cardiac Pacemaker Services		
Provincial Resources		
Bone Marrow Transplant		
Adult Interventional Cardiology for Congenital Heart Defects		
Cardiac Laser Lead Removals		
Pulmonary Thromboendarterectomy Services		
Thoracoabdominal Aortic Aneurysm Repairs (TAA)		
Health Results (Wait Time Strategy): Schedule H		
Selected Cardiac Services		
Total Hip and Knee Joint Replacements		
Cataract Surgeries		\$220,500
Magnetic Resonance Imaging (MRI)		\$801,000
Computed Tomography (CT)		\$74,000
Paediatric Surgery		\$42,500
Total Additional Base and One Time Funding	\$1,065,000	\$1,022,200
Total Allocation	\$64,702,000	

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

Hospital **TIMMINS & District General**

Fac # **907**

Global Volumes	Units of Service	2010/11 Performance Target	2010/11 Performance Standard**
Total Acute Activity, including inpatient and Day Surgery*	Weighted Cases	7200	6624-7776
<i>Other</i>			
Complex Continuing Care	RUG Weighted Patient Days	9000	>7650
Mental Health	Inpatient Days	6250	>5625
ELDCAP	Inpatient Days	0	
Rehabilitation	Inpatient Days	3400	>2890
Emergency Department Visits	Visits	38000	>34,200
Ambulatory Care***	Visits	42900	>34,320

* 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 OHS Primary account codes 7134* (excluding 7134055), 712*, 7135, 715*, OHS secondary statistical account codes 447-450*5* (excluding 50*, 511*, 512*, 513*, 514*, 516*, 519*, 521*)

Performance Indicators

Hospital **TIMMINS & District General**

Fac # **907**

Performance Indicators	2010/11 Performance Target	2010/11 Performance Standard**
HSAA Performance Indicators		
Performance Indicators For All Hospitals		
Current Ratio	0.23	.21 - .25
Year End Total Margin	-3.01%	>-3.01%

Critical Care Funding

Hospital

TIMMINS & District General

<p><i>This section has been intentionally left blank</i></p>
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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

Hospital

TIMMINS & District General

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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 G2 2010/11

Hospital

Fac #

	Units of Service	2010/11 Performance Target	2010/11 Performance Standard	2011/12 LHIN Plan
Stable Priority Services				
Chronic Kidney Disease	Weighted Units	<input type="text" value="11,220"/>	<input type="text" value="11,220"/>	<input type="text" value="12,300"/>
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
Provincial Strategies				
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
Specialized Hospital Services				
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
Provincial Resources				
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 H2 2010/11

Hospital **TIMMINS & District General**

Fac # **907**

2009/10 Funded

2010/11 Funded

Base Volumes Incremental Volumes ** Base Volumes Incremental Volumes **

Refer to Schedule G for Cardiac Service Volumes and Targets

Selected Cardiac Services

Total Hip and Knee Joint Replacements
(Total Implantations)

Paediatric Surgeries
(Total Procedures)

Cataract Surgeries
(Total Procedures)

Magnetic Resonance Imaging (MRI)
(Total Hours)

Computed Tomography (CT)
(Total Hours)

164	0	164	0
0	0	0	40
203	135	203	302
3,120	3,513	3,120	3,427
2,375	226	2,375	296

* 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, B.1. This funding would be an additional in-year allocation contemplated by section 5.3 of the Agreement.