



## 2008-13 H-SAA AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (this "Agreement") is made as of the 30<sup>th</sup> day of June, 2012.

**BETWEEN:**

**HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK** (the "LHIN")

**AND**

**HAMILTON HEALTH SCIENCES CORPORATION** (the "Hospital")

**WHEREAS** the LHIN and the Hospital 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 4.0 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”.

**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 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.

**5.0 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.

**6.0 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.

**7.0 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.

**HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK**

By:



Michael Shea  
Chair

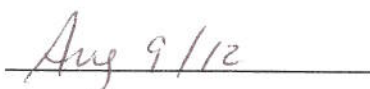


Date

And by:



Donna Cripps  
Chief Executive Officer



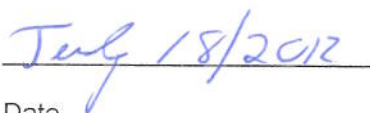
Date

**HAMILTON HEALTH SCIENCES CORPORATION**

By:



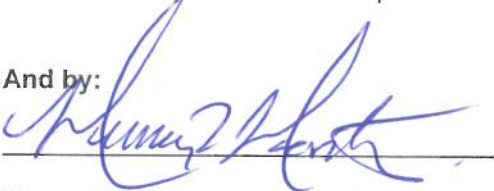
Mark A. Rizzo  
Board Chair



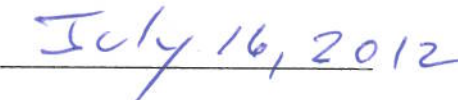
Date

I have authority to bind the Hospital.

And by:



Murray T. Martin  
President and Chief Executive Officer



Date

I have authority to bind the Hospital.

## SCHEDULE A – REPORTING OBLIGATIONS

### Part I – Planning

Since the MOHLTC was unable to release the amount of Hospital funding for the 2012-13 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 June 30, 2012.
- The HAPS Submission process was launched on April 17, 2012, with the HAPS due May 29, 2012.
- 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.







## Service Volumes

Hospital: **Hamilton Health Sciences Corporation**  
 Facility #: **942**

**Schedule D: (2012-2013)**

### Part I- GLOBAL VOLUMES

Refer to 2012-13 H-SAA Indicator Technical Specification Document for further Details

	Measurement Unit	2012/13 Performance Standard	2012/13 Performance Target
Emergency Department Weighted Cases (Note 1)	Weighted Cases	TBD	TBD
Complex Continuing Care	Weighted Patient Days	>= 73347	79,725
Total Acute Inpatient	Weighted Cases	>= 76436 and <= 81164	78,800
Day Surgery	Weighted Visits	>= 5025 and <= 5899	5,462
Mental Health Inpatient (Note 1)	Weighted Patient Days	TBD	TBD
Rehab Inpatient (Note 1)	Weighted Cases	TBD	TBD
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days	N/A	N/A
Ambulatory Care	Visits	489,740	521,000

### Part II- WAIT TIME VOLUMES

(Formerly Schedule H) Note 2

	Measurement Unit	2012/13 Base	2012/13 Incremental
Cardiac Surgery -CABG	Cases	1,128	TBD
Cardiac Surgery -Other Open Heart	Cases	N/A	N/A
Cardiac Surgery -Valve	Cases	231	TBD
Cardiac Surgery -Valve/CABG	Cases	260	TBD
Catherization	Cases	N/A	N/A
Angioplasty	Cases	N/A	N/A
Paediatric Surgery	Cases	N/A	N/A
General Surgery	Cases	N/A	N/A
Magnetic Resonance Imaging (MRI)	Total Hours	14,560	3,798
Computed Tomography (CT)	Total Hours	13,624	680

### Part III- Services & Strategies (Formerly Schedule G)

	Measurement Unit	2012/13 Base	2012/13 Incremental
Catherization	Cases	7,515	TBD
Angioplasty	Cases	2,710	TBD
Other Cardiac (Note 3)	Cases	2,110	TBD
Organ Transplantation (Note 4)	Cases	N/A	N/A
Neurosurgery (Note 5)	Cases	96	TBD
Bariatric Surgery	New Clients	500	TBD

### Part IV- Quality Based Procedures

(formerly in wait times program Schedule H) Note 6

	Measurement Unit	
Primary hip	Volumes	581
Primary knee	Volumes	804
Cataract	Volumes	1
Inpatient rehab for primary hip	Volumes	50
Inpatient rehab for primary knee	Volumes	42
Chronic Kidney Disease (as per Ontario Renal Network Allocation Schedule)	Volumes	0

Note 1- TBDs will be updated after a data refresh is completed and a discussion with the hospital occurs.

Note 2- Reflect wait time procedure volumes, both base and incremental at 2011/2012 levels unless otherwise directed by your LHIN.

Note 3- Cardiac Services are LHIN managed (Protected Services) including: Implantable Cardiac Defibrillators (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 Catheterization.

Note 4- 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.

Note 5- includes neuromodulation, coil embolization. Note emergency neurosurgery cases are not included, targets for emergency neurosurgery cases will be updated following a discussion with the hospital.

Note 6- 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.

# Hospital Performance Indicators\*

Hospital: Hamilton Health Sciences Corporation

Facility #: 942

Schedule E: (2012-2013)

Accountability Indicators	Measurement Unit	2012/13 Performance Standard	2012/13 Performance Target	Explanatory Indicators	Measurement Unit
<b>Part I - PERSON EXPERIENCE: Access, Effective, Safe, Person-Centered</b>					
90th Percentile ER LOS for Admitted Patients	Hours	20.7 to 22.8	20.7	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 Complex (CTAS I-III) Patients	Hours	≤ 7.5	7.5	Percent of stroke patients discharged to rehabilitation.	Percentage
90th Percentile ER LOS for Non-admitted Minor / Uncomplicated (CTAS IV-V) Patients	Hours	≤ 4.5	4.5	Percent of Stroke Patients Managed on a Designated Stroke Unit.	Percentage
90th Percentile Wait Times for Cancer Surgery	Days	< 58	58	Hospital Standardized Mortality Ratio	Percentage
90th Percentile Wait Times for Cardiac Bypass Surgery	Days	≤ 48	48	Readmission within 30 days for Selected CMGs	Ratio
90th Percentile Wait Times for Cataract Surgery	Days	N/A	N/A		
90th Percentile Wait Times for Joint Replacement (Hip)	Days	< 177	177		
90th Percentile Wait Times for Joint Replacement (Knee)	Days	< 182	182		
90th Percentile Wait Times for Diagnostic MRI Scan	Days	< 88	88		
90th Percentile Wait Times for Diagnostic CT Scan	Days	< 43	43		
Cases of Ventilator-associated Pneumonia	Cases/Days	1 to 1	1.25		
Central Line Infection Rate	Cases/Days	1 to 1	0.61		
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Cases/Days	0 to 0	0.40		
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Cases/Days	0 to 0	0.01		
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Cases/Days	0 to 0	0.02		
<b>Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance</b>					
Current Ratio (Consolidated)	Ratio	0.634 - 0.7	0.67	Total Margin (Hospital Sector Only)	Percentage
Total Margin (Consolidated)	Percentage	≥ 1.1%	1.1%	Percentage Full Time Nurses	Percentage
				Percentage Paid Sick Time	Percentage
				Percentage Paid Overtime	Percentage
<b>Part III - SYSTEM PERSPECTIVE: Integration, Community Engagement, eHealth</b>					
Percentage ALC Days (closed cases)	Percentage	≤ 11%	11.0%	Repeat Unscheduled Emergency Visits within 30 days for Mental Health Conditions	Visits
				Repeat Unscheduled Emergency Visits within 30 days for Substance Abuse Conditions	Visits
<b>Part IV - LHIN Specific Indicators and Performance targets, see Schedule E1 (2012-2013)</b>					
<b>*Refer to 2012-13 H-SAA Indicator Technical Specification document for further details.</b>					
<p>Note:</p> <p>1) LHIN Specific - there is no corridor for ER LOS indicator for the non admitted complex and minor uncomplicated indicators</p> <p>2) Targets for the admitted ER LOS indicator was calculated based on ER LOS data for the 2011-12 fiscal year. A weighted methodology was applied to arrive at a target for each hospital that represented the highest end of a 10% corridor. For hospitals with targets that are less than 8 hours the corridor is &lt; 8 hours.</p>					



# Hospital Local Reporting Obligations

Hospital:

Facility #:

Hamilton Health Sciences Corporation

942

## Schedule E1:

### Obligation to implement the Life & Limb No Refusal Policy

The policy outlines clinical guidelines for identifying and transferring patients within or less than 4 hours who are life or limb threatened to an appropriate receiving institution capable of providing patient's care needs. The objective of the policy is to facilitate transfer of patients to the closest appropriate regional care institution in the most efficient, expeditious, and safe manner. The policy has been endorsed by LHIN CEOs and the provincial Critical Care Secretariat is implementing a province wide roll out.

### Obligations to support E-health; Interoperability of Ontario's Health System

The MOHLTC has agreed to set, in consultation with the LHIN and others, as appropriate, technical standards related to e-Health and the interoperability of Ontario's health system. It is expected that the LHINs will consult the hospital sector when settling these standards. The Hospital agrees to comply with any standards set by Ontario Health Informatics Standards Council that are approved for use.

### Obligation for 30 Day Readmission for selected Case Mix Groups (CMG)

Each hospital will work with the HNHBC LHIN on the development, execution and measurement of a strategy to reduce the number of avoidable readmissions consistent with LHIN obligations under the Ministry-Local Health Integration Network Performance Agreement (MLPA).

### Obligation to conduct an intensive case review on any ALC patient waiting greater than 30 days

This indicator will include all patients who have been designated as waiting for an ALC for thirty (30) days or more must undergo an intensive case management review, and in conjunction with the Hamilton Niagara Haldimand Brant Community Care Access Centre (CCAC) develop a discharge plan that is to be included in the patient's chart. The discharge plan must be reviewed and updated on a weekly basis.

- Indicator target: 90% +/- 10%
- Justification: A LHIN specific indicator within current H-SAA, with a change to the number of days. Supports the LHIN's ALC strategy to reduce the time individuals wait for an ALC.

### Obligation to support the LHIN to reduce the ALC rate through increased collaboration

This indicator will obligate the hospital to work with the HNHBC CCAC to develop appropriate agreements that will support the CCAC to proactively identify hospital patients who will need community support to return home from hospital.

## Hospital Local Reporting Obligations

Hospital:

Hamilton Health Sciences Corporation

Facility #:

942

Schedule E1:

### Obligation to French Language Services Requirements and Reporting

- Your hospital has not included adequate information in your HAPS regarding the French Language Services Requirement as outlined in the HAPS guidelines. This includes the areas of planning, implementing or reporting your services in French. Please submit this information to the LHIN by July 31, 2012.
- Hospitals required to provide services to the public in French, are required to work with the LHIN to meet the required planning and reporting obligations.
- Hospitals that are not required to provide services to the public in French are required to provide an outline to the LHIN on how the hospital will address the needs of the local Francophone community.

### At year-end, the hospital will provide the following information to the LHIN:

- The number of surgical cases the hospital performed.
- The number of inpatient rehabilitation volumes performed in the hospital.
- The number of community rehabilitation volumes performed in the HNHBB LHIN for patients who received surgery **within** the HNHBB LHIN.
- The number of community rehabilitation volumes performed in the HNHBB LHIN for patients who received surgery **outside** of the HNHBB LHIN.

NOTE: TBDs will be updated after a data refresh is completed and a discussion with the hospital occurs.



# Post-Construction Operating Plan Funding and Volume

Hospital:	Hamilton Health Sciences Corporation
Facility #:	942

## Schedule F: (2012-2013)

2012/13

	2012/13 Received from LHIN			2012/13 Hospital Plan		
	Funding Rate	2012/13 Additional Volumes	Funding <sup>1</sup>	Additional Volumes	New Beds	Funding
Inpatient Acute - Medicine/Surgery	\$0	0	\$0	0	0	\$0
Inpatient Acute -Obstetrics	\$0	0	\$0	0	0	\$0
Inpatient Acute - ICU	\$0	0	\$0	0	0	\$0
Inpatient Rehabilitation General	\$0	0	\$0	0	0	\$0
Inpatient Complex Continuing Care	\$0	0	\$0	0	0	\$0
Inpatient Acute - Mental Health	\$0	0	\$0	0	0	\$0
Day Surgery	\$0	0	\$0	0	0	\$0
Endoscopy (cases)	\$0	0	\$0	0	0	\$0
Emergency	\$0	0	\$0	0	0	\$0
Amb Care - Acute Mental Health	\$0	0	\$0	0	0	\$0
Amb Care - Diabetes	\$0	0	\$0	0	0	\$0
Amb Care - Palliative	\$0	0	\$0	0	0	\$0
Clinic - Med/Surg	\$0	0	\$0	0	0	\$0
Clinic - Metabolic	\$0	0	\$0	0	0	\$0
Other - ( )	\$0	0	\$0	0	0	\$0
Other - ( )	\$0	0	\$0	0	0	\$0
Other - ( )	\$0	0	\$0	0	0	\$0
Other - ( )	\$0	0	\$0	0	0	\$0
Other - ( )	\$0	0	\$0	0	0	\$0
Other - ( )	\$0	0	\$0	0	0	\$0
Facility Costs	\$0	0	\$0	0	0	\$0
Amortization	\$0	0	\$0	0	0	\$0
<b>Total Funding</b>	\$0	0	<b>\$0<sup>2</sup></b>		0	<b>\$0</b>

**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.