Appendix B

2008-13 H-SAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this "Agreement") is made as of the 1st day of October, 2012.

BETWEEN:

CENTRAL LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

NORTH YORK GENERAL 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 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".

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.

CENTRAL LOCAL HEALTH INTEGRATION NETWORK

By:

John Langs, Board Chair — Date

And by:

Kim Baker, CEO — Date

NORTH YORK GENERAL HOSPITAL

By:

H. Dunbar Russel, Board Chair

I have authority to bind the Hospital.

And by:

Dr. Tim Rutledge, President & CEO

I have authority to bind the Hospital.

Hospital One-Year Funding Allocation

Schedule C (2012-2013)

North York General Hospital **Fac # 632**	**2012/13 Allocation** Base	 One-Time
Operating Base Funding		
Base Funding (Note 1)	$ 230,110,311	
PCOP (Reference Schedule F)		
Incremental Funding Adjustment		
Other Funding		
Funding adjustment 1 (UPF - Hips)		$ 134,349
Funding adjustment 2 (UPF - Knees)		$ 181,366
Funding adjustment 3 (OBSP)		$ 107,380
Funding adjustment 4		
Funding Adjustment 5 ( )		
Funding Adjustment 6 ( )		
Other Items		
Prior Years' Payments		
Services: Schedule D		
Cardiac catherization		
Cardiac surgery		
Organ Transplantation		
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/ Knee Replacements - Revisions		$ 312,504
Magnetic Resonance Imaging (MRI)		$ 730,340
Computed Tomography (CT)		$ 63,000
General Surgery		$ 100,376
Paediatric Surgery		$ 12,397
Quality-Based Procedures: Schedule D Planning Allocation Assumption (rate x volume)		
Primary Hips	$ 1,979,381	
Primary knee	$ 2,438,979	
Hip/Knee Indirect	$ 435,389	
Cataract	$ 3,702,182	
Inpatient rehab for primary hip	$ -	
Inpatient rehab for primary knee	$ -	
Chronic Kidney Disease - as per Ontario Renal Network Funding Allocation	$ -	
Total Funding Allocation	$ 238,666,242	$ 1,641,712

Note 1 - Includes lines previously in Schedules G and H (Cardiac Rehabilitation, Visudyne Therapy, Regional Trauma, Regional and district Stroke Centres, Sexual Assault/Domestic Violence Treatment Centres, HIV Outpatient clinics). See 2012-13 HAPS Guidleine for additional information.

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

Service Volumes

Schedule D (2012 - 2013)

Hospital North York General Hospital

Facility # 632

	Measurement Unit	2012/13 Performance Target	2012/13 Performance Standard
Part I - GLOBAL VOLUMES Refer to 2012-13 H-SAA Indicator Technical Specification Document for further details			
Emergency Department	Weighted Cases	5,215	> 4433
Complex Continuing Care	Weighted Patient Days	na	na
Total Inpatient Acute	Weighted Cases	30,830	> 29597
Day Surgery	Weighted Visits	5,415	> 4982
Inpatient Mental Health	Weighted Patient Days	18,845	> 17714
Inpatient Rehabilitation	Weighted Cases	na	na
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days	na	na
Ambulatory Care	Visits	161,500	> 137275

		2012/13 Base	2012/13 Incremental
Part II - WAIT TIME VOLUMES (Formerly Schedule H) (Note 1)			
Cardiac Surgery -CABG	Cases	na	na
Cardiac Surgery -Other Open Heart	Cases	na	na
Cardiac Surgery -Valve	Cases	na	na
Cardiac Surgery -Valve/CABG	Cases	na	na
Paediatric Surgery	Cases	1,631	9
General Surgery	Cases	1,047	40
Hip/Knee Replacements - Revisions	Cases	34	29
Magnetic Resonance Imaging (MRI)	Total Hours	5,200	2,809
Computed Tomography (CT)	Total Hours	9,802	252

		2012/13 Performance Target	2012/13 Performance Standard
Part III - Services & Strategies(Formerly Shedule G)			
Catherization	Cases	na	na
Angioplasty	Cases	na	na
Other Cardiac (Note 2)	Cases	na	na
Organ Transplantation (Note 3)	Cases	na	na
Neurosurgery (Note 4)	Cases	na	na
Bariatric Surgery	TBD	na	na

		2012/13 Volume
Part IV - Quality Based Procedures (Formerly in Wait Times program Schedule H) (Note 5)		
Primary hip	Volumes	282
Primary knee	Volumes	390
Cataract - QBP	Volumes	7,232
Cataract - Hospital Funded	Volumes	1,068
Inpatient rehab for primary hip	Volumes	na
Inpatient rehab for primary knee	Volumes	na
Chronic Kidney Disease (as per Ontario Renal Network Allocation Schedule)	Volumes	na

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 Catheterization.

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 North York General Hospital

Facility # 632

Accountability Indicators	Measurement Unit	2012/13 Performance Target	2012/13 Performance Standard
Part I - PERSON EXPERIENCE: Access, Effective, Safe, Person-Centered			
90th Percentile ER LOS for Admitted Patients	Hours	25.73	< 28.303
90th Percentile ER LOS for Non-admitted Complex (CTAS I-III) Patients	Hours	7.10	< 7.81
90th Percentile ER LOS for Non-Admitted Minor Uncomplicated (CTAS IV-V) Patients	Hours	3.50	< 3.85
90th Percentile Wait Times for Cancer Surgery	Days	47.00	< 51.7
90th Percentile Wait Times for Cardiac Bypass Surgery	Days	na	na
90th Percentile Wait Times for Cataract Surgery	Days	92.00	< 101.2
90th Percentile Wait Times for Joint Replacement (Hip)	Days	117.00	< 128.7
90th Percentile Wait Times for Joint Replacement (Knee)	Days	127.00	< 139.7
90th Percentile Wait Times for Diagnostic MRI Scan	Days	80.00	< 88
90th Percentile Wait Times for Diagnostic CT Scan	Days	17.00	< 18.7
Rate of Ventilator-Associated Pneumonia	Cases/Days	0.00	0.00
Central Line Infection Rate	Cases/Days	0.00	< 0.27
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Cases/Days	0.52	< 0.52
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Cases/Days	0.00	0.00
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Cases/Days	0.00	< 0.01
Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance			
Current Ratio (Consolidated)	Ratio	0.80	0.68 - 2.0
Total Margin (Consolidated)	Percentage	0.96%	0% - 2%
Part III - SYSTEM PERSPECTIVE: Integration, Community Engagement, eHealth			
Percentage ALC Days (closed cases)	Days	14.5%	16.0%
Part IV - LHIN Specific Indicators and Performance targets, see Schedule E1 (2012-2013)			

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
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

***Refer to 2012-13 H-SAA Indicator Technical Specification for further details.**

LHIN-Specific Indicators

Schedule E1 (2012 - 2013)

Hospital North York General Hospital

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, privacy and security, 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. The expectation is that any compliance requirements will be rolled out reasonably. 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 Steering Committee 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.

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.

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.

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.

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.

ALC Management: The LHIN recognizes that ALC management involves organizations and sectors other than the hospital, and hospital results may be influenced by factors beyond the Hospital's control.

Emergency Department Visits: 2012/13 Target = 116,500; 2012/13 Performance Corridor = > 111,840

Incremental Volumes: The hospital will perform the following incremental volumes funded by the LHIN and OBSP program in an effort to achieve the 90th Percentile Wait Time targets as set out in Schedule E:

Surgical and Diagnostic Volumes	Central LHIN Funded Volumes	Ontario Breast Screening Program
Hip Replacement Surgery	19	
Knee Replacement Surgery	29	
Diagnostic MRI Hours		413

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

Post-Construction Operating Plan Funding and Volume

Schedule F (2012/13)

Hospital North York General Hospital

	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 reconcilation.*

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.