

## LSAA AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (the “Agreement”) is made as of the 1<sup>st</sup> day of April, 2017

**B E T W E E N:**

**NORTH SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK** (the “LHIN”)

**AND**

**THE CORPORATION OF THE COUNTY OF SIMCOE** (the “HSP”)

**IN RESPECT OF SERVICES PROVIDED AT:**

**Georgian Manor Home for the Aged** located at  
**101 Thompsons Road, Penetanguishene, ON L9M 0V3**

and

**Sunset Manor Home for the Aged** located at  
**49 Raglan Street, Collingwood, ON L9Y 4X1**

and

**Trillium Manor Home for the Aged** located at  
**12 Grace Avenue, Orillia, ON L3V 2K2**

**WHEREAS** the LHIN and the HSP (together the “Parties”) entered into a long-term care home service accountability agreement that took effect April 1, 2016 (the “LSAA”);

**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 LSAA. References in this Agreement to the LSAA mean the LSAA as amended and extended.

**2.0 Amendments.**

2.1 Agreed Amendments. The LSAA is amended as set out in this Article 2.

2.2 Amended Definitions.

The following terms have the following meanings.

For the Funding Year beginning April 1, 2017, “**Schedule**” means any one, and “**Schedules**” means any two or more as the context requires, of the Schedules appended to this Agreement, including:

- Schedule A. Description of Homes and Beds;
- Schedule B. Additional Terms and Conditions Applicable to the Funding Model;
- Schedule C. Reporting Requirements;
- Schedule D. Performance; and
- Schedule E. Form of Compliance Declaration.

For clarity, the Schedules appended to this Agreement, and in effect for the Funding Year beginning April 1, 2017, are the Schedules in effect for the Funding Year that began April 1, 2016 ("2016-17"), except that:

- 2.2.1 Schedule A may have been amended;
- 2.2.2 the footnote in Schedule C has been amended; and,
- 2.2.3 Schedule D has been amended to reflect only the Funding Year beginning April 1, 2017.

2.3 **Reporting.** The LSAA is hereby amended by deleting Section 6.2(c) and replacing it with the following:

Reporting. The HSP will report on its community engagement and integration activities as requested from time to time by the LHIN.

3.0 **Effective Date.** The amendment set out in Article 2 shall take effect on April 1, 2017. All other terms of the LSAA 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.

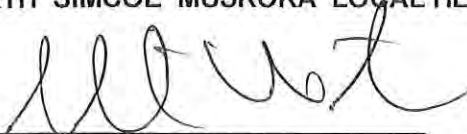
5.0 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.0 **Entire Agreement.** This Agreement 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 SIMCOE MUSKOKA LOCAL HEALTH INTEGRATION NETWORK**

By:



Robert Morton, Board Chair

MARCH 24, 2017  
Date

And by:

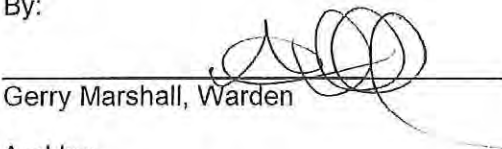


Jill Tetmann, Chief Executive Officer

Mar 24/17  
Date

**THE CORPORATION OF THE COUNTY OF SIMCOE**

By:



Gerry Marshall, Warden

MAR 15 2017  
Date

And by:



John Daly, County Clerk

MAR 15 2017  
Date

AUTHORIZED BY BY-LAW NO. 6624 PASSED BY  
THE COUNCIL OF THE CORPORATION OF THE  
COUNTY OF SIMCOE ON MARCH 14, 2017.

## Schedule C – Reporting Requirements

<b>1. In-Year Revenue/Occupancy Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2016 – Jan 01-16 to Sept 30-16	By October 15, 2016
2017 – Jan 01-17 to Sept 30-17	By October 15, 2017
2018 – Jan 01-18 to Sept 30-18	By October 15, 2018
<b>2. Long-Term Care Home Annual Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
2016 – Jan 01-16 to Dec 31-16	By September 30, 2017
2017 – Jan 01-17 to Dec 31-17	By September 30, 2018
2018 – Jan 01-18 to Dec 31-18	By September 30, 2019
<b>3. French Language Services Report</b>	
<b>Fiscal Year</b>	<b>Due Dates</b>
2016-17 – Apr 01-16 to March 31-17	April 28, 2017
2017-18 – Apr 01-17 to March 31-18	April 30, 2018
2018-19 – Apr 01-18 to March 31-19	April 30, 2019
<b>4. OHRs/MIS Trial Balance Submission</b>	
<b>2016-2017</b>	<b>Due Dates (Must pass 3c Edits)</b>
Q2 – Apr 01-16- to Sept 30-16 (Fiscal Year) Q2 – Jan 01-16 to Jun 30-16 (Calendar Year)	October 31, 2016
Q3 – Apr 01-16- to Dec 31-16 (Fiscal Year) Q3 – Jan 01-16 to Sept 30-16 (Calendar Year)	January 31, 2017 – Optional Submission
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<b>2017-2018</b>	<b>Due Dates (Must pass 3c Edits)</b>
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<b>5. Compliance Declaration</b>	
<b>Funding Year</b>	<b>Due Dates</b>
January 1, 2016 – December 31, 2016	March 1, 2017
January 1, 2017 – December 31, 2017	March 1, 2018
January 1, 2018 – December 31, 2018	March 1, 2019

<sup>1</sup> These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

## Schedule C – Reporting Requirements Cont'd

<b>6. Continuing Care Reporting System (CCRS)/RAI MDS</b>	
<b>Reporting Period</b>	<b>Estimated Final Due Dates<sup>1</sup></b>
2016-2017 Q1	August 31, 2016
2016-2017 Q2	November 30, 2016
2016-2017 Q3	February 28, 2017
2016-2017 Q4	May 31, 2017
2017-2018 Q1	August 31, 2017
2017-2018 Q2	November 30, 2017
2017-2018 Q3	February 28, 2018
2017-2018 Q4	May 31, 2018
2018-2019 Q1	August 31, 2018
2018-2019 Q2	November 30, 2018
2018-2019 Q3	February 28, 2019
2018-2019 Q4	May 31, 2019
<b>7. Staffing Report</b>	
<b>Reporting Period</b>	<b>Estimated Due Dates<sup>1</sup></b>
January 1, 2016 – December 31, 2016	July 7, 2017
January 1, 2017 – December 31, 2017	July 6, 2018
January 1, 2018 – December 31, 2018	July 5, 2019
<b>8. Quality Improvement Plan</b>	
<b><i>(submitted to Health Quality Ontario (HQA))</i></b>	
<b>Planning Period</b>	<b>Due Dates</b>
April 1, 2016 – March 31, 2017	April 1, 2016
April 1, 2017 – March 31, 2018	April 1, 2017
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## Schedule D – Performance

### 1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:  
*n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.  
*tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator	2017/18	
		Performance	
		Target	Standard
<b>Organizational Health and Financial Indicators</b>	Debt Service Coverage Ratio (P)	n/a	n/a
	Total Margin (P)	n/a	n/a
<b>Coordination and Access Indicators</b>	Average Long-Stay Occupancy / Average Long-Stay Utilization (E)	n/a	n/a
	Wait Time from CCAC Determination of Eligibility to LTC Home Response (E)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
<b>Quality and Resident Safety Indicators</b>	Percentage of Residents Who Fell in the Last 30 days (E)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (E)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (E)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (E)	n/a	n/a

## Schedule D – Performance Cont’d

### 2.0 LHIN-Specific Performance Obligations

#### **System Collaboration on Health Systems Planning and Design**

Health Service Providers are required to collaborate with system partners to support the development of an integrated system of health services that provides person-centred, timely, equitable, accessible, high quality, and evidence-based services in an efficient, effective and sustainable manner. (Referred to as “Care Connections - Partnering for Healthy Communities” and “Care Connections Refresh”).

To ensure optimal alignment across the region, the Health Service Provider agrees that the development and submission of organizational plans and proposals to the LHIN will incorporate, where applicable, the following considerations:

- the needs of patients, clients and/or residents
- NSM LHIN System priorities (as outlined in the NSM LHIN Integrated Health Service Plan (IHSP), NSM LHIN Annual Business Plans, and NSM LHIN Annual CEO deliverables as posted on the NSM LHIN website)
- Feedback from LHIN Leadership Council and relevant Coordinating Councils
- coordination and collaboration within NSM LHIN geographic sub-regions, where applicable.

The Health Service Provider understands that as a partner in the local health system, it has an ongoing obligation to provide input, where requested, on the content of strategic directions and plans for the geographic sub-regions of the NSM LHIN. Further the Health Service Provider agrees to participate in the work and initiatives of all Coordinating Councils and Project Steering Committees, to the extent that it is able without impacting its capacity to meet its other obligations under this agreement. Such initiatives include, but are not limited to:

- Participation and collaboration of a LHIN-approved senior executive of the Health Service Provider as a member of the oversight council (“referred to as the “Leadership Council”), a Coordinating Council and/or a Project Steering Committee to implement such recommendations as are agreed to by the Leadership Council and NSM LHIN Board of Directors;
- Identification of Coordinating Council project leads and/or project champions;
- Participation in regional/provincial planning and implementation groups;
- Specific obligations as may be specified as a condition of participation in Council initiatives (outlined in the Project Charter for the initiative).

## Schedule D – Performance Cont'd

### **Risk Management Reporting to the LHIN**

HSP Boards will ensure that:

- The health service provider has an organization-specific policy related to the management of risks;
- Significant and major risks are identified and reported promptly to the LHIN in the manner outlined in the “NSM LHIN Risk Management Reporting Guidelines and Manual” (available on the NSM LHIN website);
- All significant and major risks are assigned action plans to mitigate likelihood and/or impact, and that status updates for unmitigated risks are provided to the LHIN periodically until the risk is no longer significant.

### **Satisfaction Survey Results Reporting to the LHIN**

All NSM LHIN funded Health Service Providers (HSP) are required to provide a report annually to the LHIN outlining the efforts made to collect information on the experience of persons receiving services from the organization and/or to solicit views about the quality of care provided by the HSP.

If the Health Service Provider is mandated under regulations in the Excellent Care for All Act, 2010 or Ministry of Health and Long-Term Care directive to conduct annual satisfaction surveys, the Health Service Providers will provide the LHIN with an annual summary of satisfaction survey results. The summary will include the reporting of, at minimum:

- Total Number of Patients/Clients/Family Members surveyed for Client Satisfaction
- Total Number of Patients/Clients/Family Members responding positively in response to one of the following questions\*:
  - “If you needed to be treated again, would you choose to come back to this organization/facility?”;
  - “Would you recommend this organization/facility to your friends and family?”; or
  - “Overall, how would you rate the care and services you received at this organization/facility?”

\* actual wording and definitions of “positive” may vary slightly based on survey design.

Reporting is due to the NSM LHIN by April 30, 2018.

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### 1.0 Performance Indicators

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	Total Margin (P)	n/a	n/a
<b>Coordination and Access Indicators</b>	Average Long-Stay Occupancy / Average Long-Stay Utilization (E)	n/a	n/a
	Wait Time from CCAC Determination of Eligibility to LTC Home Response (E)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
<b>Quality and Resident Safety Indicators</b>	Percentage of Residents Who Fell in the Last 30 days (E)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (E)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (E)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (E)	n/a	n/a

## Schedule D – Performance Cont'd

### 2.0 LHIN-Specific Performance Obligations

#### **System Collaboration on Health Systems Planning and Design**

Health Service Providers are required to collaborate with system partners to support the development of an integrated system of health services that provides person-centred, timely, equitable, accessible, high quality, and evidence-based services in an efficient, effective and sustainable manner. (Referred to as “Care Connections - Partnering for Healthy Communities” and “Care Connections Refresh”).

To ensure optimal alignment across the region, the Health Service Provider agrees that the development and submission of organizational plans and proposals to the LHIN will incorporate, where applicable, the following considerations:

- the needs of patients, clients and/or residents
- NSM LHIN System priorities (as outlined in the NSM LHIN Integrated Health Service Plan (IHSP), NSM LHIN Annual Business Plans, and NSM LHIN Annual CEO deliverables as posted on the NSM LHIN website)
- Feedback from LHIN Leadership Council and relevant Coordinating Councils
- coordination and collaboration within NSM LHIN geographic sub-regions, where applicable.

The Health Service Provider understands that as a partner in the local health system, it has an ongoing obligation to provide input, where requested, on the content of strategic directions and plans for the geographic sub-regions of the NSM LHIN. Further the Health Service Provider agrees to participate in the work and initiatives of all Coordinating Councils and Project Steering Committees, to the extent that it is able without impacting its capacity to meet its other obligations under this agreement. Such initiatives include, but are not limited to:

- Participation and collaboration of a LHIN-approved senior executive of the Health Service Provider as a member of the oversight council (“referred to as the “Leadership Council”), a Coordinating Council and/or a Project Steering Committee to implement such recommendations as are agreed to by the Leadership Council and NSM LHIN Board of Directors;
- Identification of Coordinating Council project leads and/or project champions;
- Participation in regional/provincial planning and implementation groups;
- Specific obligations as may be specified as a condition of participation in Council initiatives (outlined in the Project Charter for the initiative).



## Schedule D – Performance Cont'd

### **Risk Management Reporting to the LHIN**

HSP Boards will ensure that:

- The health service provider has an organization-specific policy related to the management of risks;
- Significant and major risks are identified and reported promptly to the LHIN in the manner outlined in the “NSM LHIN Risk Management Reporting Guidelines and Manual” (available on the NSM LHIN website);
- All significant and major risks are assigned action plans to mitigate likelihood and/or impact, and that status updates for unmitigated risks are provided to the LHIN periodically until the risk is no longer significant.

### **Satisfaction Survey Results Reporting to the LHIN**

All NSM LHIN funded Health Service Providers (HSP) are required to provide a report annually to the LHIN outlining the efforts made to collect information on the experience of persons receiving services from the organization and/or to solicit views about the quality of care provided by the HSP.

If the Health Service Provider is mandated under regulations in the Excellent Care for All Act, 2010 or Ministry of Health and Long-Term Care directive to conduct annual satisfaction surveys, the Health Service Providers will provide the LHIN with an annual summary of satisfaction survey results. The summary will include the reporting of, at minimum:

- Total Number of Patients/Clients/Family Members surveyed for Client Satisfaction
- Total Number of Patients/Clients/Family Members responding positively in response to one of the following questions\*:
  - “If you needed to be treated again, would you choose to come back to this organization/facility?”;
  - “Would you recommend this organization/facility to your friends and family?”; or
  - “Overall, how would you rate the care and services you received at this organization/facility?”

\* actual wording and definitions of “positive” may vary slightly based on survey design.

Reporting is due to the NSM LHIN by April 30, 2018.