

## 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:**

**TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")**

**AND**

**THE JEWISH HOME FOR THE AGED (the "HSP")**

**IN RESPECT OF SERVICES PROVIDED AT:**

**APOTEX, THE JEWISH HOME FOR THE AGED located at  
3560 BATHURST ST, TORONTO, ON M6A2E1**

**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 the footnote in Schedule C has been amended; and,
- 2.2.2 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.

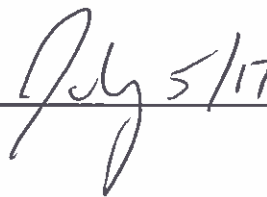
**TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK**

By:



Dr. Vivek Goel, Chair

Date



And by:



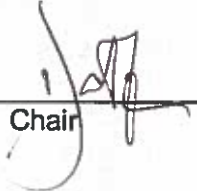
Susan Fitzpatrick, CEO

Date



**THE JEWISH HOME FOR THE AGED**

By:



David Kassie, Chair

April 5, 2017

Date

And by:



William Reichman  
President and Chief Executive Officer

April 5, 2017

Date

## 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. OHRIS/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
Q4 – Apr 01-16- to March 31-17 (Fiscal Year) Q4 – Jan 01-16 to Dec 31-16 (Calendar Year)	May 31, 2017
<b>2017-2018</b>	
<b>Due Dates (Must pass 3c Edits)</b>	
Q2 – Apr 01-17 to Sept 30-17 (Fiscal Year) Q2 – Jan 01-17 to June 30-17 (Calendar Year)	October 31, 2017
Q3 – Apr 01-17 to Dec 31-17 (Fiscal Year) Q3 – Jan 01-17 to Sept 30-17 (Calendar Year)	January 31, 2018 – Optional Submission
Q4 – Apr 01-17 to March 31-18 (Fiscal Year) Q4 – Jan 01-17 to Dec 31-17 (Calendar Year)	May 31, 2018
<b>2018-2019</b>	
<b>Due Dates (Must pass 3c Edits)</b>	
Q2 – Apr 01-18 to Sept 30-18 (Fiscal Year) Q2 – Jan 01-18 to June 20-18 (Calendar Year)	October 31, 2018
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year) Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	January 31, 2019 – Optional Submission
Q4 – Apr 01-18 to March 31-19 (Fiscal Year) Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	May 31, 2019
<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 (submitted to Health Quality Ontario (HQO))</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
April 1, 2018 – March 31, 2019	April 1, 2018

## 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.

*td* 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	
		Target	Performance Standard
<i>Organizational Health and Financial Indicators</i>	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
<i>Coordination and Access Indicators</i>	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
	Percentage of Residents Who Fell in the Last 30 days (E)	n/a	n/a
<i>Quality and Resident Safety Indicators</i>	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

## 2.0 LHN-Specific Performance Obligations

### Toronto Central LHN's Strategic Plan:

Support the implementation of Toronto Central LHN's 2015-2018 Strategic Plan. In addition to the multiple initiatives underway related to the Toronto Central LHN Strategic Plan, Toronto Central LHN looks to its Health Service Providers (HSPs) for a commitment to the specific initiatives outlined below:

**Toronto Central LHN Sub Regions:** Participate in the Toronto Central LHN Local Collaboratives and in applicable endorsed initiatives, including the development of regional quality improvement activities and Quality Improvement Plans.

**Palliative Care:** Implementation of regional palliative care quality improvement initiatives as endorsed by Toronto Central Palliative Care Network and the Toronto Central LHN.

**Health Equity:** Continue to actively support Toronto Central LHN Health Equity initiatives through:

- Support approaches to service planning and delivery that: a) identify health inequities, b) actively seek new opportunities to address health inequities, and c) reduce existing health inequities.
- Participate in appropriate Toronto Central LHN Indigenous and Francophone Cultural Competency Initiatives.
- Participate in French Language Service (FLS) planning:
  - For identified HSPs that provide services in French, develop a FLS plan and demonstrate yearly progress towards meeting designation criteria.
  - HSPs that are not identified for the provision of FLS, the expectation is to identify their French-speaking clients. This information is to be used by the HSP to help with the establishment of an environment where people's linguistic backgrounds are collected, linked with existing health services data and utilized in health services and health system planning to ensure services are culturally and linguistically sensitive.

**Digital Health:** Adopt Digital Health and Information Management initiatives that encompass both provincial and local level priorities as identified by Toronto Central LHN. This specifically includes, where applicable:

- Adherence to operational privacy and security policies related to the use of regional and provincial health technologies (e.g. Resource Matching and Referral (RM&R)).

### Ministry/LHN Accountability Agreement Performance (MLAA):

Toronto Central LHN is developing a system-wide plan to improve performance on its MLAA indicators including embedding performance targets in the Service Accountability Agreements. In addition, HSPs will contribute to the achievement of the Toronto Central LHN MLAA Performance Indicators related to ALC and ED performance.

