

## 2008-15 H-SAA AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "Agreement") is made as of the 1<sup>st</sup> day of August, 2014

BETWEEN:

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

AND

ST. JOSEPH'S CARE GROUP (the "Hospital")

**WHEREAS** the LHIN and the Hospital (together the "Parties") entered into a hospital service accountability agreement that took effect April 1, 2008 (the "H-SAA");

**AND WHEREAS** pursuant to various amending agreements the term of the H-SAA has been extended to July 31, 2014;

**AND WHEREAS** the LHIN and the Hospital have agreed to extend the H-SAA for a further eight month period to permit the LHIN and the Hospital to continue to work toward a multi-year H-SAA;

**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. References in this Agreement to the H-SAA mean the H-SAA as amended and extended.

**2.0 Amendments.**

2.1 Agreed Amendments. The H-SAA is amended as set out in this Article 2.

2.2 Amended Definitions.

(a) The following terms have the following meanings.

"**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: Funding Allocation
- Schedule B: Reporting Requirements
- Schedule C: Indicators and Volumes
  - C.1. Performance Indicators
  - C.2. Service Volumes
  - C.3. LHIN Indicators and Obligations
- Schedule D: Form of Compliance Declaration
- Schedule E: Project Funding Agreement Template

- 2.3 **Term.** This Agreement and the H-SAA will terminate on March 31, 2015.
- 3.0 **Effective Date.** The amendments set out in Article 2 shall take effect on April 1, 2014. 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 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 WEST LOCAL HEALTH INTEGRATION NETWORK**

By:

Joy Warkentin, Chair	Date
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And by:

Laura Kokocinski, Chief Executive Officer	Date
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**ST. JOSEPH'S CARE GROUP**

By:

Gary Johnson, Chair	Date
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And by:

Tracy Buckler, President & Chief Executive Officer	Date
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Hospital Sector 2014-15 H-SAA

Facility # 781  
 Hospital Name St. Joseph's Care Group

Schedule A 2014-15  
 Funding Allocation

Intended Purpose or Use of Funding	Estimated <sup>1</sup> Funding Allocation	
<b>Funding Summary</b>	<b>Base<sup>2</sup></b>	
Global Funding (opening)	\$53,135,811	
HSFR - Health Based Allocation Method (HBAM) (opening)	\$32,377,556	
HSFR - QBP Funding (Section 1 below)	\$0	
Wait Time Strategy Services Funding (Section 2 below)	\$0	\$0
Provincial Program Services (Section 3 below)	\$357,200	\$0
Other Funding (Section 4 below)	\$165,575	\$3,435,968
<b>Total Funding</b>	<b>\$86,036,142</b>	<b>\$3,435,968</b>
<b>Section 1: Health System Funding Reform - Quality Based Procedures<sup>3</sup></b>	<b>Rate</b>	<b>Allocation<sup>2</sup></b>
Cancer- Surgery	\$0	\$0
Cancer- Colposcopy	\$0	\$0
Cardiac- Aortic Valve Replacement	\$0	\$0
Cardiac- Coronary Artery Disease	\$0	\$0
Cataracts- Bilateral	\$0	\$0
Cataracts- Unilateral	\$0	\$0
Chemotherapy Systemic Treatment	\$0	\$0
Chronic Obstructive Pulmonary Disease	\$0	\$0
Congestive Heart Failure	\$0	\$0
Endoscopy	\$0	\$0
Hip Replacement- Inpatient Rehabilitation for Unilateral Primary	TBD	TBD
Hip Replacement- Unilateral Primary	\$0	\$0
Knee Replacement- Inpatient Rehabilitation for Unilateral Primary	TBD	TBD
Knee Replacement- Unilateral Primary	\$0	\$0
Non-Cardiac Vascular- Aortic Aneurysm (AA)	\$0	\$0
Non-Cardiac Vascular Lower Extremity Occlusive Disease (LEOD)	\$0	\$0
Orthopaedics- Hip Fracture	\$0	\$0
Orthopaedics- Knee Arthroscopy	\$0	\$0
Paediatric- Neonatal Jaundice (Hyperbilirubinemia)	\$0	\$0
Paediatric- Tonsillectomy	\$0	\$0
Respiratory- Pneumonia	\$0	\$0
Stroke- Transient Ischemic Attack (TIA)	\$0	\$0
Stroke- Hemorrhage	\$0	\$0
Stroke- Ischemic or Unspecified	\$0	\$0
Vision Care- Retinal Disease	\$0	\$0
<b>Total QBP Funding</b>		<b>\$0</b>
<b>Section 2: Wait Time Strategy Services ("WTS")</b>	<b>Base<sup>2</sup></b>	<b>One-Time<sup>2</sup></b>
General Surgery	\$0	\$0
Pediatric Surgery	\$0	\$0
Hip & Knee Replacement - Revisions	\$0	\$0
Magnetic Resonance Imaging (MRI)	\$0	\$0
Ontario Breast Screening Magnetic Resonance Imaging (OBSP MRI)	\$0	\$0
Computed Tomography (CT)	\$0	\$0
Other WTS Funding	\$0	\$0
<b>Total WTS Funding</b>	<b>\$0</b>	<b>\$0</b>
<b>Section 3: Provincial Program Services ("PPS")</b>	<b>Base<sup>2</sup></b>	<b>One-Time<sup>2</sup></b>
Cardiac Surgery	\$0	\$0
Other Cardiac Services	\$0	\$0
Organ Transplantation	\$0	\$0
Neurosciences (amended November 25, 2013 and February 20, 2014)	\$357,200	\$0
Bariatric Services	\$0	\$0
Regional Trauma	\$0	\$0
<b>Total PPS Funding</b>	<b>\$357,200</b>	<b>\$0</b>
<b>Section 4: Other Funding</b>	<b>Base<sup>2</sup></b>	<b>One-Time<sup>2</sup></b>
Grant in Lieu of Taxes	\$25,575	\$0
Transitional Care Services (amended March 27, 2014)	\$140,000	\$140,000
Enhanced Transitional Care Services (amended March 28, 2014)	\$0	\$752,000
Transitional Care Unit at LPH (amended April 30, 2014)	\$0	\$2,516,110
Transition of Funding from NDHN to LHIN (amended November 30, 2012)	\$1,213,950	\$0
Diabetes Education Program - Supplemental Funding (amended January 11, 2013)	\$4,291	\$0
Transfer of Diabetes Program from H-SAA to M-SAA in 2014/15	(\$1,218,241)	\$0
Rehab Care Alliance (amended November 26, 2013)	\$0	\$17,858
Regional Palliative Care Plan (amended January 7, 2013)	\$0	\$10,000
<b>Total Other Funding</b>	<b>\$165,575</b>	<b>\$3,435,968</b>

(1) Estimated funding allocations are subject to appropriation and written confirmation by the LHIN  
 (2) Funding allocations are subject to change year over year  
 (3) All QBP funding is fully recoverable in accordance with Section 5.6 of the H-SAA. QBP funding is not base funding for the purposes of the BOND policy. The QBP allocations above includes mitigation funding for 2014-15.

**Hospital Sector 2014-15 H-SAA**

Facility # **781**  
 Hospital Name **St. Joseph's Care Group**

**Schedule B 2014-15  
 Reporting Requirements**

**1. MIS Trial Balance  
 Reporting Period**

**Due Date**

<b>2014-15</b>	
Q2 – Apr 01-14- to Sept 30-14	31-Oct-2014
Q3 – Apr 01-14- to Dec 31-14	31-Jan-2015
Q4 – Apr 01-14- to March 31-15	31-May-2015
<b>2015-16 (projected)</b>	
Q2 – Apr 01-15- to Sept 30-15	31-Oct-2015
Q3 – Apr 01-15- to Dec 31-15	31-Jan-2016
Q4 – Apr 01-15- to March 31-16	31-May-2016
<b>2016-17 (projected)</b>	
Q2 – Apr 01-16- to Sept 30-16	31-Oct-2016
Q3 – Apr 01-16- to Dec 31-16	31-Jan-2017
Q4 – Apr 01-16- to March 31-17	31-May-2017

**2. Hospital Quarterly SRI Reports and Supplemental Reporting as Necessary  
 Reporting Period**

**Due Date**

<b>2014-15</b>	
Q2 – Apr 01-14- to Sept 30-14	07-Nov-2014
Q3 – Apr 01-14- to Dec 31-14	07-Feb-2015
Q4 – Apr 01-14- to March 31-15	30-Jun-2015
<b>2015-16 (projected)</b>	
Q2 – Apr 01-15- to Sept 30-15	07-Nov-2015
Q3 – Apr 01-15- to Dec 31-15	07-Feb-2016
Q4 – Apr 01-15- to March 31-16	30-Jun-2016
<b>2016-17 (projected)</b>	
Q2 – Apr 01-16- to Sept 30-16	07-Nov-2016
Q3 – Apr 01-16- to Dec 31-16	07-Feb-2017
Q4 – Apr 01-16- to March 31-17	30-Jun-2017

**3. Audited Financial Statements  
 Fiscal Year**

**Due Date**

2014-15	30-Jun-2015
2015-16 (projected)	30-Jun-2016
2016-17 (projected)	30-Jun-2017

**4. French Language Services Report  
 Fiscal Year**

**Due Date**

2014-15	30-Apr-2015
2015-16 (projected)	30-Apr-2016
2016-17 (projected)	30-Apr-2017

**5. Declaration of Compliance  
 Fiscal Year**

**Due Date**

2014-15	30-Jun-2015
2015-16 (projected)	30-Jun-2016
2016-17 (projected)	30-Jun-2017

Hospital Sector 2014-15 H-SAA

Facility # 781  
 Hospital Name St. Joseph's Care Group

Schedule C1 2014-15  
 Performance Indicators

Performance Indicators		Explanatory Indicators			
Measurement Unit	* 2014/15 Performance Target	* 2014/15 Performance Standard	Measurement Unit		
<b>Part I - PERSON EXPERIENCE: Access, Effective, Safe, Person-Centered</b>					
90th Percentile ER LOS for Admitted Patients	Hours		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		Percent of Stroke Patients Discharged to Inpatient Rehabilitation Following an Acute Stroke Hospitalization	Percentage	
90th Percentile ER LOS for Non-Admitted Minor Uncomplicated (CTAS IV-V) Patients	Hours		Percent of Stroke Patients Admitted to a Stroke Unit During Their Inpatient Stay	Percentage	
Cancer Surgery: % Priority 4 Cases Completed within Target	Percent		Hospital Standardized Mortality Ratio	Ratio	
Cardiac Bypass Surgery: % Priority 4 Cases Completed within Target	Percent		Readmissions Within 30 Days for Selected Case Mix Groups (CMGs)	Percentage	
Cataract Surgery: % Priority 4 Cases Completed within Target	Percent				
Joint Replacement (Hip): % Priority 4 Cases Completed within Target	Percent				
Joint Replacement (Knee): % Priority 4 Cases Completed within Target	Percent				
Diagnostic MRI Scan: % Priority 4 Cases Completed within Target	Percent				
Diagnostic CT Scan: % Priority 4 Cases Completed within Target	Percent				
Rate of Ventilator-Associated Pneumonia	Rate	0.00	0.00		
Central Line Infection Rate	Rate	0.00	0.00		
Rate of Hospital Acquired Cases of Clostridium Difficile Infections	Rate	0.04	< 0.09		
Rate of Hospital Acquired Cases of Vancomycin Resistant Enterococcus Bacteremia	Rate	0.00	0.00		
Rate of Hospital Acquired Cases of Methicillin Resistant Staphylococcus Aureus Bacteremia	Rate	0.00	0.00		
<b>Part II - ORGANIZATIONAL HEALTH: Efficient, Appropriately Resourced, Employee Experience, Governance</b>					
Current Ratio (Consolidated - all sector codes and fund types)	Ratio	1.07	> 0.96	Total Margin (Hospital Sector Only)	Percentage
Total Margin (Consolidated - all sector codes and fund types)	Percentage	0.00%	> 0%	Adjusted Working Funds	Amount
				Adjusted Working Funds / Total Revenue	Percentage
<b>Part III - SYSTEM PERSPECTIVE: Integration, Community Engagement, eHealth</b>					
Percentage of Acute ALC Days (closed cases)	Percentage			Repeat Unscheduled Emergency Visits Within 30 Days for Mental Health Conditions	Percentage
				Repeat Unscheduled Emergency Visits Within 30 Days for Substance Abuse Conditions	Percentage
<b>Part IV - LHIN Specific Indicators and Performance targets, see Schedule C3 (2014-15)</b>					
*Refer to 2014-15 H-SAA Indicator Technical Specification for further details.					

**Measurement Unit**

**Part I - GLOBAL VOLUMES**

		2014/15 Performance Target	2014/15 Performance Standard
Ambulatory Care	Visits	43,600	≥ 34,880
Complex Continuing Care	Weighted Patient Days	70,390	≥ 64,759
Day Surgery	Weighted Visits		
Elderly Capital Assistance Program (ELDCAP)	Inpatient Days		
Emergency Department	Weighted Cases		
Emergency Department and Urgent Care	Visits		
Inpatient Mental Health	Weighted Patient Days	16,563	≥ 14,079
Inpatient Mental Health	Days	16,426	≥ 15,111
Inpatient Rehabilitation	Days	16,800	≥ 15,120
Rehabilitation Separations	Number	475	≥ 428
Total Inpatient Acute	Weighted Cases		

**Part II - HOSPITAL SPECIALIZED SERVICES**

		2014/15 Primary	2014/15 Revision
Cochlear Implants	Cases		
		2014/15 Base	2014/15 Incremental
Cleft Palate	Cases		
HIV Outpatient Clinics	Visits		
Sexual Assault/Domestic Violence Treatment Clinics	# of Patients		

**Part III - WAIT TIME VOLUMES**

		2014/15 Base	2014/15 Incremental
General Surgery	Cases		
Paediatric Surgery	Cases		
Hip & Knee Replacement - Revisions	Cases		
Magnetic Resonance Imaging (MRI)	Total Hours		
Ontario Breast Screening Magnetic Resonance Imaging (QBSP MRI)	Total Hours		
Computed Tomography (CT)	Total Hours		

**Part IV - PROVINCIAL PROGRAMS**

		2014/15 Base	2014/15 Incremental
Automatic Implantable Cardiac Defib's - New Implants	# of New Implants		
Automatic Implantable Cardiac Defib's - Replacements	# of Replacements		
Automatic Implantable Cardiac Defib's - Replacements done at Supplier's Request	# of Replacements		
Automatic Implantable Cardiac Defib's - Manufacturer Requested ICD Replacement Procedures	Procedures		
Bariatric Surgery	Procedures		
Cardiac Surgery	Cases		
Cardiac Services - Catheterization	Cases		
Cardiac Services- Interventional Cardiology	Cases		
Cardiac Services- Permanent Pacemakers	Procedures		
Medical and Behaviour Treatment	Cases		
Neurosciences	Procedures		
Number of Forensic Beds - General	Number		
Number of Forensic Beds - Secure	Number		
Number of Forensic Beds - Assessment	Number		
Organ Transplantation	Cases		
Regional Trauma	Cases		

		Measurement Unit	
<b>Part V - QUALITY BASED PROCEDURES</b>			<b>2014/15 Volume</b>
Cancer- Surgery	Volumes		
Cancer- Colposcopy	Volumes		
Cardiac- Aortic Valve Replacement	Volumes		
Cardiac- Coronary Artery Disease	Volumes		
Cataracts- Bilateral	Volumes		
Cataracts- Unilateral	Volumes		
Chemotherapy Systemic Treatment	Volumes		
Chronic Obstructive Pulmonary Disease	Volumes		
Congestive Heart Failure	Volumes		
Endoscopy	Volumes		
Hip Replacement- Inpatient Rehabilitation for Unilateral Primary	Volumes		TBD
Hip Replacement- Unilateral Primary	Volumes		
Knee Replacement- Inpatient Rehabilitation for Unilateral Primary	Volumes		TBD
Knee Replacement- Unilateral Primary	Volumes		
Non-Cardiac Vascular- Aortic Aneurysm (AA)	Volumes		
Non-Cardiac Vascular Lower Extremity Occlusive Disease (LEOD)	Volumes		
Orthopaedics- Hip Fracture	Volumes		
Orthopaedics- Knee Arthroscopy	Volumes		
Paediatric- Neonatal Jaundice (Hyperbilirubinemia)	Volumes		
Paediatric- Tonsillectomy	Volumes		
Respiratory- Pneumonia	Volumes		
Stroke- Transient Ischemic Attack (TIA)	Volumes		
Stroke- Hemorrhage	Volumes		
Stroke- Ischemic or Unspecified	Volumes		
Vision Care- Retinal Disease	Volumes		

Identification #: 781  
 Hospital Name: St. Joseph's Care Group

**Performance Obligation**

Client Experience requirement

The HSP will continue to conduct a patient satisfaction survey for the major departments of the hospital. Within three (3) months after year-end, the HSP will report the annual results of the patient satisfaction survey, broken down by those major departments and for the hospital as a whole. This report to the LHIN will include 4 questions measuring the patients care experience, substantially similar to:

- "Overall care received" (for those hospitals that use NCR Picker > from All Dimensions and Overall Ratings);
- "Respect for Patient preferences" (for those hospitals that use NCR Picker > from All Dimensions and Overall Ratings);
- "Enough say about treatment" (for those hospitals that use NCR Picker > from Respect for Patient Preference); and
- "Treated you with respect/dignity" (for those hospitals that use NCR Picker > from Respect for Patient Preference).

**Performance Obligation**

Health Services Blueprint requirement

The North West LHIN is implementing the North West LHIN Health Services Blueprint (the Blueprint), a ten-year plan to reshape the health care system in the North West LHIN. The provincial Health Link initiative is aligned to this local plan and is being implemented in conjunction with the Blueprint at the Integrated District Network level. More details about the Blueprint and Health Links in the North West LHIN are available at <http://www.northwestlhin.on.ca/>.

To advance the implementation of the Blueprint, the HSP will:

- Align its strategic and operating activities with the Blueprint and Health Link objectives and local priorities;
- Continue to collaborate with stakeholders with planning, implementation and reporting related to the implementation of the Blueprint and Health Links, and formalize this commitment to collaboration through a Collaboration Agreement (e.g. providing human resource expertise, information, data and analysis to the North West LHIN, Health Link Steering Committees or Working Groups, or Local, District and Regional Planning Tables as necessary to inform and support planning and implementation activities);
- Play an active role in the implementation of the Blueprint and Health Links through:
  - o Actively leading and championing Blueprint and Health Links implementation;
  - o Formalizing planning tables at the Local Health Hub and Integrated District Network levels;
  - o Initiating partnerships across both LHIN-funded and non LHIN-funded providers;
  - o Initiate planning and implementation activities with a focus on system level improvement across the continuum of care;
  - o Identifying and promoting innovative approaches to integrated health care delivery with a focus on improving the client experience through improved transitions in care across the continuum, improving access to care, and improving value for health care dollars;
  - o Providing ongoing education to staff, partner and public stakeholders;
  - o Participation in knowledge exchange forums, channels and value stream mapping sessions;
  - o Realignment of services and related delivery as necessary;
  - o Coordination of implementation activity, including stakeholder analysis, communications and change initiatives; and
  - o Implementation of standardized, quality based care pathways, processes and associated standardized costings.

**Performance Obligation**

Home First Philosophy requirement

To contribute to an improved health system, the HSP will align its strategic and operating activities with, and proactively adopt the North West LHIN's "Home First" philosophy. As requested by the North West LHIN, the HSP will collaborate with stakeholders with planning, implementation and reporting related to adoption of the Home First philosophy.

**Performance Obligation**

Behavioural Supports Ontario (BSO) Action Plan requirement

The Health Service Provider will work with the North West LHIN and partners to

- Implement the Behavioural Supports Ontario Action Plan and participate in quality improvement training related to the Behavioural Support Ontario Strategy;
- Integrate care for the target population through the creation of common care pathways and commit to training of front-line staff as it relates to this strategy.



Hospital Sector 2014-15 H-SAA

Identification #: 781  
Hospital Name: St. Joseph's Care Group

Schedule C3 2014-15  
LHIN Indicators &  
Obligations

**Performance Obligation**

Emergency Preparedness Plans requirement

To minimize risks to the North West health system, the HSP will develop or review and update its emergency preparedness plan annually and include in the plan the process for communication with the North West LHIN in the event of an emergency situation.

**Performance Obligation**

Diversity Planning requirement

The HSP will implement its LHIN approved cross-cultural competency plan. In cases where the plan has not been endorsed by the LHIN, the HSP will work with the LHIN to amend the plan as necessary. The HSP will report back on progress made on implementation as requested by the LHIN.

**Performance Obligation**

e-Health requirement

The HSP will participate in the development and implementation of a harmonized North West LHIN eHealth Strategic Plan and subsequent iterations of that plan

**Performance Obligation**

Information Technology requirement

The HSP will ensure that any Information Technology/Information System implementations material to provincial (eHealth Ontario) and local (North West LHIN) eHealth Strategic and Tactical Plans will be aligned with and contribute to the advancement of these Plans

**Performance Obligation**

Review of Mental Health Services

As outlined in the HSP's 2014/17 Multi-Sector Service Accountability Agreement, the HSP agrees to lead an evaluation of its hospital-funded mental health programs, as part of its broader review of all of its mental health and addiction services. This work will be subject to mutually agreeable terms of reference. The HSP may choose to engage an external party, or conduct this work internally. This work will be completed by the HSP, with preliminary findings presented to the LHIN by March 31, 2015.

## Schedule D – Form of Compliance Declaration

### DECLARATION OF COMPLIANCE

Issued pursuant to the Hospital Service Accountability Agreement

**To:** The Board of Directors of the North West Local Health Integration Network (the "LHIN"). Attn: Board Chair.

**From:** The Board of Directors (the "Board") of the [insert name of Hospital] (the "HSP")

**Date:** [insert date] [due June 30<sup>th</sup> following the Applicable Period]

**Re:** [insert date range - April 1, 201X –March 31, 201x] (the "Applicable Period")

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The Board has authorized me, by resolution dated [insert date], to declare and attest to you as follows:

After making inquiries of the HSP's Chief Executive Officer and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled its obligations under the Hospital Service Accountability Agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the Board confirms that:

- (i) the HSP has complied with the provisions of the *Local Health System Integration Act, 2006* and the *Broader Public Sector Accountability Act (the "BPSAA")* that apply to the HSP;
- (ii) the HSP has complied with its obligations in respect of CritiCall that are set out in the Agreement;
- (iii) every Report submitted by the HSP is complete, accurate in all respects and in full compliance with the terms of the Agreement; and
- (iv) the representations, warranties and covenants made by the Board on behalf of the HSP in the Agreement remain in full force and effect.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement.

This Declaration of Compliance, together with its Appendix, will be posted on the HSP's website on the same day that it is issued to the LHIN.

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[insert name of Board Chair or other board member authorized by the Board to make the Declaration on the Board's behalf],  
[insert title]

## Appendix 1 - Exceptions

Please identify each obligation under the H-SAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.

## Schedule E - Project Funding Agreement Template

### Project Funding Agreement

**Note:** This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by the LHIN.

**THIS PROJECT FUNDING AGREEMENT** ("PFA") is effective as of [insert date] (the "Effective Date") between:

**NORTH WEST LOCAL HEALTH INTEGRATION NETWORK** (the "LHIN")

- and -

**[Legal Name of the Health Service Provider]** (the "HSP")

**WHEREAS** the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the "Project");

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

**1.0 Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:

"**Project Funding**" means the funding for the Services;

"**Services**" means the services described in Appendix A to this PFA; and

"**Term**" means the period of time from the Effective Date up to and including [insert project end date].

**2.0 Relationship between the SAA and this PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.

**3.0 The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.

**4.0 Rates and Payment Process.** Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

**5.0 Representatives for PFA.**

- (a) The HSP's Representative for purposes of this PFA shall be [insert name, telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.
- (b) The LHIN's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]

**6.0 Additional Terms and Conditions.** The following additional terms and conditions are applicable to this PFA.

- (a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.
- (b) [insert any additional terms and conditions that are applicable to the Project]

**IN WITNESS WHEREOF** the parties hereto have executed this PFA as of the date first above written.

**[insert name of HSP]**

**By:**

\_\_\_\_\_  
[insert name and title]

**By:**

\_\_\_\_\_  
[insert name and title]

**North West Local Health Integration Network**

**By:**

\_\_\_\_\_  
[insert name and title.]

**By:**

\_\_\_\_\_  
[insert name and title.]

## **APPENDIX A: SERVICES**

- 1. DESCRIPTION OF PROJECT**
- 2. DESCRIPTION OF SERVICES**
- 3. OUT OF SCOPE**
- 4. DUE DATES**
- 5. PERFORMANCE TARGETS**
- 6. REPORTING**
- 7. PROJECT ASSUMPTIONS**
- 8. PROJECT FUNDING**

8.1 The Project Funding for completion of this PFA is as follows:

8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time funding and is not to exceed [X].