### **MSAA AMENDING AGREEMENT**

THIS AMENDING AGREEMENT (the "Agreement") is made as of the 1st day of April, 2017

BETWEEN:

CHAMPLAIN LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

### **Bruyere Continuing Care** (the "HSP")

WHEREAS the LHIN and the HSP (together the "Parties") entered into a multi-sector service accountability agreement that took effect April 1, 2014 (the "MSAA");

AND WHEREAS the LHIN and the HSP have agreed to extend the MSAA for a twelve month period to March 31, 2018;

**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 MSAA. References in this Agreement to the MSAA mean the MSAA as amended and extended.
- 2.0 Amendments.
- 2.1 Agreed Amendments. The MSAA is amended as set out in this Article 2.
- 2.2 <u>Amended Definitions.</u>
  - (a) 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 in effect for the Funding Year that began April 1, 2016 ("2016-17"), except that any Schedules in effect for the 2016-17 with the same name as Schedules listed below and appended to this Agreement are replaced by those Schedules listed below and appended to this Agreement.

Schedule B: Service Plan Schedule C: Reports

Schedule D: Directives, Guidelines and Policies

Schedule E: Performance Schedule G: Compliance

2.3 Term. This Agreement and the MSAA will terminate on March 31, 2018.

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

# By: Jean-Pierre Boisclair, Chair And by: Chantale LeClerc, CEO Bruyere Continuing Care By: John Riddle, Chair And by: March 30, 20, 7 Date March 30, 20, 7 Daniel Levac, President & CEO Date

## Schedule B1: Total LHIN Funding

2017-2018

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHRS VERSION 10.0	2017-2018 Plan Targe
REVENUE	-		
LHIN Global Base Allocation		F 11006	\$3,567,7
HBAM Funding (CCAC only)	2	F 11005	
Quality-Based Procedures (CCAC only)	3	F 11004	
MOHLTC Base Allocation	4	F 11010	
MOHLTC Other funding envelopes	5	F 11014	
LHIN One Time		F 11008	1
MOHLTC One Time		F 11012	
Paymaster Flow Through		F 11019	-
Service Recipient Revenue	9	F 11050 to 11090	-
Subtotal Revenue LHIN/MOHLTC		Sum of Rows 1 to 9	\$3,567
Recoveries from External/Internal Sources			
	11	F 120*	\$124,
Donations		F 140*	
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$124,
TOTAL REVENUE FUND TYPE 2	15	Sum of Rows 10 and 14	\$3,691,
EXPENSES			
Compensation			
		F 31010, 31030, 31090, 35010, 35030, 35090	\$2,703,
Salaries (Worked hours + Benefit hours cost)	17	,, , , , , ,	1 -,. 30
Benefit Contributions	18	F 31040 to 31085 , 35040 to 35085	\$373.
Employee Future Benefit Compensation	19	F 305*	Ψ070,
Physician Compensation	20	F 390*	+
			+
Physician Assistant Compensation	21	F 390*	+
Nurse Practitioner Compensation	22	F 380*	
Physiotherapist Compensation (Row 128)	23	F 350*	
Chiropractor Compensation (Row 129)	24	F 390*	
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	
Sessional Fees	26	F 39092	
Service Costs			
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	
Supplies & Sundry Expenses		F 4*, 5*, 6*,	\$547,
Supplies a Sundry Expenses	20	[excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	ΨΟΨΤ
Community One Time Expense	29	F 69596	-
Equipment Expenses		F 7*, [excl. F 750*, 780*]	\$5,
Equipment Expenses	30		_
Amortization on Major Equip Coffuera License & Ecos	31	F 750*, 780*	\$9,
Amortization on Major Equip, Software License & Fees		F 0*	0.40
Contracted Out Expense	32	F 8*	\$42,
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$19,
Building Amortization	34	F 9*	
FOTAL EXPENSES FUND TYPE 2	35	Sum of Rows 17 to 34	\$3,701,
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	(\$9,7
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	\$9,
SURPLUS/DEFICIT Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	
FUND TYPE 3 - OTHER			
Total Revenue (Type 3)	39	F 1*	
Total Expenses (Type 3)		F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	1
NET SURPLUS/(DEFICIT) FUND TYPE 3		Row 39 minus Row 40	-
FUND TYPE 1 - HOSPITAL			
Total Revenue (Type 1)	42	F 1*	
Total Expenses (Type 1)	42	F   1   F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	+
		Row 42 minus Row 43	
, ,	44	NOW 42 IIIIIUS NOW 43	
ALL FUND TYPES		I Constant of the Constant of	
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$3,701,
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$3,701
VET CURRI LIC//DEFICITY		Daw 45 minus Day 46	
NET SURPLUS/(DEFICIT) ALL FUND TYPES	47	Row 45 minus Row 46	
Total Admin Expenses Allocated to the TPBEs			
Undistributed Accounting Centres	48	82*	
Plant Operations		72 1*	
Volunteer Services	50	72 1*	_
Information Systems Support	51	72 1*	
General Administration		72 1*	\$414.
Other Administrative Expenses		72 1*	Ψ-1
Care Administrative Expenses	54	72 1*	\$414.
Admin & Support Services	34	1/4 1	<b>\$414</b> ,
Admin & Support Services	EE	70 5 05	
Management Clinical Services	55	72 5 05	_
	55 56 <b>57</b>	72 5 05 72 5 07	\$414

Schedule B2: Clinical Activity- Summary

2017-2018

Service Category 2017-2018 Budget	OHRS Framework Level 3	Full-time equivalents (FTE)	Visits F2F, Tel.,In- House, Cont. Out						Group Sessions (# of group sessions- not individuals)	Combined	Group Participant Attendances (Reg & Non-Reg)		Service Provider Group Interactions	
				1										,
Health Promotion and Education	72 5 50	4.40	0	5,470	0	0	0	0	102	0	0	0	0	0
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	42.14	7,600	0	0	37,440	704	2,700	0	0	0	0	0	0

**Schedule C: Reports** 

# **Community Support Services**

2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

# Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk \*.

OHRS/MIS Trial Balance Submission (through OHFS)				
2014-2015	Due Dates (Must pass 3c Edits)			
2014-15 Q1	Not required 2014-15			
2014-15 Q2	October 31, 2014			
2014-15 Q3	January 31, 2015			
2014-15 Q4	May 30, 2015			
2015-16	Due Dates (Must pass 3c Edits)			
2015-16 Q1	Not required 2015-16			
2015-16 Q2	October 31, 2015			
2015-16 Q3	January 31, 2016			
2015-16 Q4	May 31, 2016			
2016-17	Due Dates (Must pass 3c Edits)			
2016-17 Q1	Not required 2016-17			
2016-17 Q2	October 31, 2016			
2016-17 Q3	January 31, 2017			
2016-17 Q4	May 31, 2017			
2017-18	Due Dates (Must pass 3c Edits)			
2017-18 Q1	Not required 2017-18			
2017-18 Q2	October 31, 2017			
2017-18 Q3	January 31, 2018			
2017-18 Q4	May 31, 2018			

2014-2015	Due five (5) business days following Trial Balance Submission Due Date
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
2015-2016	Due five (5) business days following Trial Balance Submission Due Date
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
2016-2017	Due five (5) business days following Trial Balance Submission Due Date
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 - Supplementary Reporting Due
2017-18	Due five (5) business days following Trial Balance Submission Due Date
2017-18 Q2	November 7, 2017
2017-18 Q3	February 7, 2018
2017-18 Q4	June 7, 2018 - Supplementary Reporting Due

**Schedule C: Reports** 

# **Community Support Services**

2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

Annual Reconciliation Report (ARR) through SRI and paper copy submission\*
(All HSPs must submit both paper copy ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided; soft copy to be provided through SRI)

Fiscal Year	Due Date	
2014-15 ARR	June 30, 2015	
2015-16 ARR	June 30, 2016	
2016-17 ARR	June 30, 2017	
2017-18 ARR	June 30, 2018	

### Board Approved Audited Financial Statements \*

(All HSPs must submit both paper copy Board Approved Audited Financial Statements, to the Ministry and the respective LHIN where funding is provided; soft copy to be uploaded to SRI)

Fiscal Year	Due Date	
2014-15	June 30, 2015	
2015-16	June 30, 2016	
2016-17	June 30, 2017	
2017-18	June 30, 2018	

Declaration of Compliance				
Fiscal Year	Due Date			
2013-14	June 30, 2014			
2014-15	June 30, 2015			
2015-16	June 30, 2016			
2016-17	June 30, 2017			
2017-18	June 30, 2018			

Requirement	Due Date			
French Language Service Report	2014-15	S 1	April 30, 2015	
			April 30, 2016	
			April 30, 2017	
			April 30, 2018	

# Schedule D: Directives, Guidelines and Policies Community Support Services 2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

- Personal Support Services Wage Enhancement Directive, 2014
- 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
- 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
- 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement
- Community Financial Policy, 2015
- Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014
- Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014
- Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012
- Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
- Community Support Services Complaints Policy (2004)
- Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
- Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
- Screening of Personal Support Workers (2003)
- Ontario Healthcare Reporting Standards OHRS/MIS most current version available to applicable year
- Guideline for Community Health Service Providers Audits and Reviews, August 2012

**Schedule E1: Core Indicators** 

2017-2018

**Health Service Provider: Bruyère Continuing Care Inc.** 

Performance Indicators		2017-2018 Target	Performance Standard
*Balanced Budget - Fund Type 2		\$0	>=0
Proportion of Budget Spent on Administration		11.2%	<=13.4%
**Percentage Total Margin	Ш	0.00%	>= 0%
Percentage of Alternate Level of Care (ALC) days (closed cases)		9.5%	<10.41%
Variance Forecast to Actual Expenditures	Ш	0.0%	< 5%
Variance Forecast to Actual Units of Service		0.0%	< 5%
Service Activity by Functional Centre		Refer to Schedule E2a	-
Number of Individuals Served		Refer to Schedule E2a	-
Alternate Level of Care (ALC) Rate		12.7%	<13.97%

### **Explanatory Indicators**

Cost per Unit Service (by Functional Centre)

Cost per Individual Served (by Program/Service/Functional Centre)

Client Experience

<sup>\*</sup> Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget

<sup>\*\*</sup> No negative variance is accepted for Total Margin

**Schedule E2a: Clinical Activity- Detail** 

2017-2018

OHRS Description & Functions	al Centre	2017	7-2018
•		Target	Performance
These values are provided for information purposes only. They are not Accountant Administration and Support Society 32.1*	ability Indicators.	-	Standard
Administration and Support Services 72 1*	72.4*	1.55	7.10
* Full-time equivalents (FTE)	72 1*		n/a
*Total Cost for Functional Centre Health Prom. /Educ - Palliative Care Interdisciplinary 72 5 50 94 1	72 1*	\$414,236	n/a
Not Uniquely Identified Service Recipient Interactions	72 5 50 94 10	TBD	TDD
1 7 1	12000120		TBD
Group Sessions	72 5 50 94 10	30	24 - 36
*Total Cost for Functional Centre	72 5 50 94 10	\$45,650	n/a
Health Prom. /Educ - Palliative Care Physician 72 5 50 94 90		0.20	П ,
* Full-time equivalents (FTE)	72 5 50 94 90	0.20	n/a
Not Uniquely Identified Service Recipient Interactions	72 5 50 94 90	470	376 - 564
Group Sessions	72 5 50 94 90	12	10 - 14
*Total Cost for Functional Centre	72 5 50 94 90	\$83,932	n/a
Health Prom. /Educ - Palliative Care Pain and Symptom Manager			
* Full-time equivalents (FTE)	72 5 50 94 91	4.20	n/a
Not Uniquely Identified Service Recipient Interactions	72 5 50 94 91	5,000	4750 - 5250
Group Sessions	72 5 50 94 91	60	48 - 72
*Total Cost for Functional Centre	72 5 50 94 91	\$433,483	n/a
CSS IH - Day Services 72 5 82 20			
* Full-time equivalents (FTE)	72 5 82 20	4.70	n/a
Visits	72 5 82 20	600	510 - 690
Individuals Served by Functional Centre	72 5 82 20	74	59 - 89
Attendance Days Face-to-Face	72 5 82 20	2,700	2430 - 2970
*Total Cost for Functional Centre	72 5 82 20	\$304,876	n/a
CSS IH - Overnight Stay Care 72 5 82 40			
* Full-time equivalents (FTE)	72 5 82 40	0.64	n/a
Inpatient/Resident Days	72 5 82 40	140	112 - 168
Individuals Served by Functional Centre	72 5 82 40	20	16 - 24
*Total Cost for Functional Centre	72 5 82 40	\$40,199	n/a
CSS IH - Assisted Living Services 72 5 82 45			
* Full-time equivalents (FTE)	72 5 82 45	36.80	n/a
Inpatient/Resident Days	72 5 82 45	37,300	35808 - 38792
Individuals Served by Functional Centre	72 5 82 45	110	88 - 132
*Total Cost for Functional Centre	72 5 82 45	\$2,215,529	n/a
CSS IH - Emergency Response Support Services 72 5 82 55	,	•	· ·
Visits	72 5 82 55	7,000	6650 - 7350
Individuals Served by Functional Centre	72 5 82 55	500	425 - 575
*Total Cost for Functional Centre	72 5 82 55	\$163,515	n/a
ACTIVITY SUMMARY		, ,- ,	1 1
Total Full-Time Equivalents for all F/C		48.09	n/a
Total Visits for all F/C		7,600	7220 - 7980
Total Not Uniquely Identified Service Recipient Interactions for al		5,470	5197 - 5744

**Schedule E2a: Clinical Activity- Detail** 

2017-2018

OHRS Description & Functional Centre	2017	2017-2018		
These values are provided for information purposes only. They are not Accountability Indicators.	Target	Performance Standard		
Total Inpatient/Resident Days for all F/C	37,440	35942 - 38938		
Total Individuals Served by Functional Centre for all F/C	704	598 - 810		
Total Attendance Days for all F/C	2,700	2430 - 2970		
Total Group Sessions for all F/C	102	82 - 122		
Total Cost for All F/C	3,701,420	n/a		

**Schedule E2d: CSS Sector Specific Indicators** 

2017-2018

Performance Indicators	2017-2018 Target	Performance Standard
No Performance Indicators	-	-
	_	
Explanatory Indicators		
# Persons waiting for service (by functional centre)		

Schedule E3a Local: All

2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

Indigenous Cultural Awareness: The Health Service Provider will report on the activities it has undertaken during the fiscal year to increase the indigenous cultural awareness and sensitivity of its staff, physicians and volunteers throughout the organization. This supports the goal of improving access to health services and health outcomes for indigenous people. The Indigenous Cultural Awareness Report, using a template to be provided by the LHIN, is due to the LHIN by April 30, 2018 and should be submitted using the subject line: 2017-18 Indigenous Cultural Awareness Report to <a href="mailto:ch.accountabilityteam@lhins.on.ca">ch.accountabilityteam@lhins.on.ca</a>. HSPs that have multiple accountability agreements with the LHIN should provide one aggregated report for the corporation.

<u>Executive Succession</u>: The Health Service Provider must inform the LHIN prior to undertaking a recruitment process or appointment for a CEO or Executive Director.

<u>Health Links</u>: The Health Service Provider, in collaboration with the Health Link lead and partners, will contribute to the scaling and sustainability of Health Links care coordination with patients/clients with complex needs, including the identification of clients, and as appropriate, delivery of coordinated care to achieve the 2017-18 target number of coordinated care plans.

<u>Sub-region Planning</u>: The Champlain LHIN has established five sub-regions in order to improve patient and client health outcomes through population health planning and integrated service delivery. HSPS are expected to collaborate in the development of sub-region planning, and to contribute to more coordinated care for sub-regional populations across the continuum of primary, home, community, and long-term care and to improve transitions from hospital to community care. This will require close collaboration and partnership with primary care providers in each sub-region in meeting the needs of their patients.

Schedule E3d Local: CSS Local Indicators

2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

<u>Hospice Palliative Care Education</u>: In order to ensure primary providers have access to specialized resources and supports in a timely manner for the provision of high quality palliative care, the health service provider (HSP) will, each June 30, provide the Champlain LHIN and the Champlain Hospice Palliative Care Program (CHPCP) with a consolidated annual report on the use of funds provided for the regional palliative consultation team, including outcomes associated with clinical services provided. The HSP will work with the LHIN and the CHPCP to develop the report content. (FC 72 5 50 94 91 - COM Health Prom. /Educ - Palliative Care Pain and Symptom and F C: 7253094 - COM Palliative Home Care

Hospice Palliative Care Service Adjustments and Hospice Palliative Care Indicator Development: The Health Service Provider (HSP) will consult with the Champlain Hospice Palliative Care Program (CHPCP) and the Champlain LHIN prior to making any significant adjustments to hospice palliative care services, including but not limited to temporary or permanent bed closures. The HSP will work with the CHPCP to support the development of indicators, and their associated technical specifications and data collection processes, for planning and evaluation purposes.

<u>Community Support Services Strategic Plan and Information Technology Initiatives:</u> The Champlain Community Support Strategic Plan was approved in fiscal 2014-2015 by the LHIN and the associated information technology projects were prioritized in August 2015 by the Champlain Community Services Network. The Health Service Provider will collaborate in the implementation of this plan and the relevant projects.

The projects which the Health Service Provider will support include, but are not limited to,

- 1. Common Intake Standards for Community Health Sector
- 2. Common Consent
- 3. Reducing Duplicate Assessments Regionally (and compliance with provincial intent)
- 4. Common Discharge Policy and Procedure
- 5. Comprehensive Client Electronic Referral
- 6. Coordinated Care Plan
- 7. Wait List Management Process and Framework
- 8. Training and Education Strategy
- 9. Transportation Linking CIMS-HR and SharePoint
- 10. PSS Early Adopter Project (including integration between CHRIS and CSS Client Information Systems)

Critical Identifier Data Elements Obligation: The HSP will collect personal identifier information including OHIP number, 6-digit postal code, date of birth, full address, and full name, for each individual served within community support services programs at their organization. This consistent collection will support regional planning and evaluation exercises, and enable linkages between data sets across various technology systems. Collection of these critical data elements will improve coordination, efficiency, and consistency in service delivery to clients.

Schedule E3 FLS Local: Designated Organizations

2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

<u>French Language Services – Designated:</u> Using the template to be provided by the LHIN, the HSP will submit a Human Resources plan to the LHIN, <u>by April 30, 2018.</u>

Schedule G: Declaration of Compliance

2017-2018

Health Service Provider: Bruyère Continuing Care Inc.

### **DECLARATION OF COMPLIANCE**

Issued pursuant to the M-SAA effective April 1, 2014

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

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

Date: [insert date]

Re: [insert date range - April 1, 2016 - March 31, 2017] (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

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

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Office or the Executive Director] 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 service accountability agreement (the "M-SAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

(i) Article 4.8 of the M-SAA concerning applicable procurement practices;

(ii) The Local Health System Integration Act, 2006; and

(iii) The Public Sector Compensation Restraint to Protect Public Services Act, 2010.

[insert name of Chair], [insert title]