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# 2017-18 L-SAA AMENDING AGREEMENT

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

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**
**(the "LHIN")**

**AND**

**MANORCARE PARTNERS II**
**(the "HSP")**

**IN RESPECT OF SERVICES PROVIDED AT:**

**STIRLING MANOR NURSING HOME**

Ontario
Local Health Integration Network
Réseau local d'intégration des services de santé

# LSAA AMENDING AGREEMENT

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

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

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK** (the "LHIN")

**AND**

**MANORCARE PARTNERS II**
(the "HSP")

**IN RESPECT OF SERVICES PROVIDED AT:**

**STIRLING MANOR NURSING HOME**

located at
**218 Edward Street P.O. Box 220**
**Stirling, ON, K0K 3E0**

**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 1 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.

Please indicate the HSP's acceptance of, and agreement to this amendment, by signing below and returning one complete copy of this amending agreement to Attention: Michelle Adams at the South East LHIN before March 31st, 2017. If you have any questions or concerns please contact Laurel Hoard at laurel.hoard@lhins.on.ca .

Sincerely,

Paul Huras
Chief Executive Officer
South East LHIN

**c:** Donna Segal, Board Chair, South East LHIN

**AGREED TO AND ACCEPTED BY:**

Manorcare Partners II

**By:**

_____
Manil Simon, Managing Partner
I have the authority to bind the HSP

_____
Date

**And By:**

_____
Charmaine Jordan, Administrator
I have the authority to bind the HSP

_____
Date

# Schedule C – Reporting Requirements

| 1. In-Year Revenue/Occupancy Report | |
|---|---|
| **Reporting Period** | **Estimated Due Dates[1]** |
| 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 |
| **2. Long-Term Care Home Annual Report** | |
| **Reporting Period** | **Estimated Due Dates[1]** |
| 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 |
| **3. French Language Services Report** | |
| **Fiscal Year** | **Due Dates** |
| 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 |
| **4. OHRS/MIS Trial Balance Submission** | |
| **2016-2017** | **Due Dates (Must pass 3c Edits)** |
| Q2 – Apr 01-16- to Sept 30-16 (Fiscal Year)<br>Q2 – Jan 01-16 to Jun 30-16 (Calendar Year) | October 31, 2016 |
| Q3 – Apr 01-16- to Dec 31-16 (Fiscal Year)<br>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)<br>Q4 – Jan 01-16 to Dec 31-16 (Calendar Year) | May 31, 2017 |
| **2017-2018** | **Due Dates (Must pass 3c Edits)** |
| Q2 – Apr 01-17 to Sept 30-17 (Fiscal Year)<br>Q2 – Jan 01-17 to June 30-17 (Calendar Year) | October 31, 2017 |
| Q3 – Apr 01-17 to Dec 31-17 (Fiscal Year)<br>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)<br>Q4 – Jan 01-17 to Dec 31-17 (Calendar Year) | May 31, 2018 |
| **2018-2019** | **Due Dates (Must pass 3c Edits)** |
| Q2 – Apr 01-18 to Sept 30-18 (Fiscal Year)<br>Q2 – Jan 01-18 to June 20-18 (Calendar Year) | October 31, 2018 |
| Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year)<br>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)<br>Q4 – Jan 01-18 to Dec 31-18 (Calendar Year) | May 31, 2019 |
| **5. Compliance Declaration** | |
| **Funding Year** | **Due Dates** |
| 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 |

[1] 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

| 6. Continuing Care Reporting System (CCRS)/RAI MDS | |
|---|---|
| **Reporting Period** | **Estimated Final Due Dates[1]** |
| 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 |
| **7. Staffing Report** | |
| **Reporting Period** | **Estimated Due Dates[1]** |
| 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 |
| **8. Quality Improvement Plan** ***(submitted to Health Quality Ontario (HQO))*** | |
| **Planning Period** | **Due Dates** |
| 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.
*tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

| INDICATOR CATEGORY | INDICATOR<br>**P=**Performance Indicator<br>**E=**Explanatory Indicator | 2017/18 | |
|---|---|---|---|
| | | Performance | |
| | | Target | Standard |
| ***Organizational Health and Financial Indicators*** | Debt Service Coverage Ratio (P) | 1 | ≥1 |
| | Total Margin (P) | 0 | ≥0 |
| ***Coordination and Access Indicators*** | 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 |
| ***Quality and Resident Safety Indicators*** | 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 - 2.0 LHIN-Specific Performance Obligations**

| Name | Objective to be achieved/ demonstrated | Measure | Reporting Protocol | Reporting Requirements |
|---|---|---|---|---|
| In-home BSO Liaison | To assist in the development and sustainability of capacity in each LTC home, each home will be required to designate at least **one** (1) LTC staff member to act as a liaison with the BSO team. This staff member will work with the BSO team (MRT, PRC, and GOC, psychiatry) to help develop capacity in each home. This liaison will work to establish a team/group within their home who deals specifically with complex residents with challenging behaviours. This does not have to be a new/separate team – we recognize that many LTC homes have groups/teams that deal specifically with complex residents with palliative care or high-intensity needs | ▪ Identification of Liaison<br>▪ Progress made in the development of behavioral support capacity within the LTCH home | Template to be provided by the LHIN | Reporting requirements will be of an **explanatory** nature.<br>▪ Q2 & Q4 – Narrative report outlining the progress that has been made to date in the development of behavioral support capacity within the LTCH home. |

**Schedule D - 2.0 LHIN-Specific Performance Obligations**

| Name | Objective to be achieved/ demonstrated | Measure | Reporting Protocol | Reporting Requirements |
|---|---|---|---|---|
| Achievement of Provincial HQO Targets | To ensure consistency of care in each LTC home, each home will be required to meet Provincial HQO targets over the course of three years. The LHIN will work with each home to develop goals and target setting to achieve each of the HQO indicators.<br><br>· Recent Fall %<br>· Worsening Bladder Control %<br>· Pressure Ulcer %<br>· Physically Restrained %<br>Added in 2017-18<br>- Chemical Restraint % | ▪ 2017/2019 – Evaluate progression towards achievement of goals (meeting or above the Provincial Average) | Template provided by the LHIN Report through the Performance Dashboard (SE LHIN Data Centre) | Reporting requirements in 2017/2018<br>• An evaluation of progression towards the achievement of Provincial Averages will be conducted utilizing template.<br>• Submission of template will be required in Q2 and Q4<br>• A review of the utilization of current resources will be conducted including NLOT teams, BSO MRT and other resources.<br><br>Reporting requirements in 2018/2019<br>• LTC homes required to achieve Provincial HQO Averages in year three.<br>• An evaluation of achievement utilizing the submitted templates in Q2 and Q4 will be conducted<br>• A review of the utilization of current resources will be conducted including NLOT teams, BSO MRT and other resources. |

**Schedule D - 2.0 LHIN-Specific Performance Obligations**

| Name | Objective to be achieved/ demonstrated | Measure | Reporting Protocol | Reporting Requirements |
|---|---|---|---|---|
| End-of-Life Implementation Plan | The In-Home Palliative End-of-Life Care Liaison will work collaboratively with the CCAC Palliative Pain and Symptom Management Consultant (PPSMC) and other providers as needed, such as NLOT teams, to develop a plan to identify and implement strategies to support residents at end-of-life within the home. | • Progress made in the development and sustainability of quality palliative end-of-life care within the LTCH home as evidenced by the development of an implementation plan. | Written requirements to be submitted to the South East LHIN via SE Data Centre Performance Dashboard by Nov 7th, 2018 (Q2) and June 29th, 2019 (Q4). | Reporting requirements will be of an **explanatory** nature. By the end of:<br><br>Q2 – Progress demonstrated on the collaboration and development of a plan between the In-Home Palliative End of Life Care Liaison and their respective CCAC-PPSMC (i.e. an agreed upon meeting schedule is established). A self-assessment to inform the implementation plan will be submitted.<br><br>Q4 - A written implementation plan that outlines the goal, objectives, and evaluation activities (how will you know that a change is an improvement) on strategies to support residents at end-of-life within the home. Show evidence of application of Quality Improvement methodology in the development of the plan.<br><br>The plan will reflect a multi-year implementation and be informed by (and aligned with) the work-plan of the Regional Palliative Care Network Steering Committee. LTCHs will use a common model, such as Mary Lou Kelley's palliative model for LTC, to inform the development of the self-assessment and implementation plan. |

**Schedule D - 2.0 LHIN-Specific Performance Obligations**

| Name | Objective to be achieved/ demonstrated | Measure | Reporting Protocol | Reporting Requirements |
|---|---|---|---|---|
| **System Patient Flow** | To ensure patients receive the right care, at the right time in the right place, all providers are to collaborate to optimize patient flow internal to their organization and system wide.<br><br>Long term care homes (LTCH) will support patient flow improvement by:<br>• Ensure appropriate information flows between providers<br>• Participate in collaboration to shift location of provision of care where appropriate<br>• Participate and support the adoption of relative enabling technologies that would support the above<br><br>System indicators MLC<br><br>LTCH will support Hospitals in achieving their targets of;<br>- Reduce ED visits know to their organization<br>- Avoidable admissions<br>- Reduction in ALC rate<br>- Reduction in ED Wait times<br>- Reduction in readmission for primary care patient population | Reduction in ER visits (CTAS 4-5)<br><br>Reduction in ER transfers for patients with behavioural issues<br><br>Reduction in ALC days to LTCH<br>Generic base on LHIN target for everyone<br>Report back on two bullet points<br><br>• LTCH will monitor and report their compliance to LTCH regulation in regards to time from application to acceptance, Acceptance to Bed offer and Bed offer to patient admission<br><br>• For each client application refusal, LTCH will provide the SE LHIN with a description on the reason for refusal using the SE LHIN LTCH refusal template. | Quarterly reports should be done in collaboration with system partners<br><br>Report on participation | **<u>2017-2018</u>**<br>Participate in initiatives as applicable will:<br>- Improve utilization of Nurse Led Outreach team or internal NP resources<br>- Reduce number of ER visits when care should be provided in the home<br>- Improve utilization and collaboration with Behavioural Support Ontario or independent in house BSO liaison or team<br>- Reduce the number of days patient wait in hospital for a LTCH bed<br>- Reduce the number of patients refused for LTCH beds<br>- Provide a better understanding of why patients are being refused admission and the LTCH challenges with identified patients<br>- Reduce hospital ALC rate for LTCH |