

HSAAMENDING AGREEMENT

THIS AMENDING AGREEMENT (this "Agreement") is made as of the 31st day of March, 2020.

BETWEEN:

ERIE ST. CLAIR LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

WINDSOR REGIONAL HOSPITAL (the "Hospital")

WHEREAS the LHIN and the Hospital (together the "Parties") entered into a hospital service accountability agreement that took effect April 1, 2018 (the "HSAAM");

AND WHEREAS the Parties wish to amend the HSAAM in the manner set out in this Agreement;

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 HSAAM. References in this Agreement to the HSAAM mean the HSAAM as amended.

2.0 Amendments.

2.1 Agreed Amendments. The HSAAM is amended as follows.

- a) All references to "LHIN" are deleted and replaced with "Funder", with the exception of the defined term "LHIN" as a party to the agreement, and section 7.1.1 "will be aligned with the LHIN's current integrated health service plan" which remain unamended.
- b) The first four paragraphs of the part of the HSAAM entitled "Background" are deleted and replaced with the following.

“This service accountability agreement is entered into pursuant to the *Local Health System Integration Act, 2006*, with the expectation that it will be transferred by means of a transfer order issued by the Minister of Health under the *Connecting Care Act, 2019* (the “CCA”), from the LHIN as funder to Ontario Health, which is a Crown agency which, pursuant to the CCA, has the power to provide funding to health service providers and integrated care delivery systems in respect of health services.

The Hospital and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

In this context, the Hospital and the Funder agree that the Funder will provide funding to the Hospital on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the Hospital.”

- c) All references to “LHSIA” are deleted and replaced with “the Enabling Legislation”, with the exception of the defined term “LHSIA” in section 1.1, and section 7.1.1 in reference to the integrated health service plan as defined in LHSIA which remains unamended.
- d) The defined term “MOHLTC” and its definition are deleted and replaced with the following.

“**Ministry** means, as the context requires, the Minister or the Ministry of Health and Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires;”.

- e) All references to “MOHLTC” are deleted and replaced with “Ministry”.

In addition to the foregoing, the HSAA is further amended as follows.

- f) In section 1.1, the definition of “Accountability Agreement” is amended by deleting “, currently referred to as the “Ministry LHIN Accountability Agreement””.

g) In section 1.1, the definition of “Applicable Policy” is amended by deleting “Local Health Integration Network” and replacing it with “local health integration networks”.

h) In section 1.1, the definition of “Digital Health” is deleted and replaced with:

“**Digital Health** means the coordinated use of digital technologies to electronically integrate points of care and transform the way care is delivered, in order to improve the quality, access, productivity and sustainability of the healthcare system;”.

i) In section 1.1, the definition of “Digital Health Board (DBH)” is deleted.

j) In section 1.1, the definition of “Indemnified Parties” is amended by deleting “her Majesty the Queen in Right of Ontario and her Ministers,” and replacing it with “Her Majesty the Queen in right of Ontario and Her Ministers,”.

k) The following definitions are added to section 1.1:

“**CCA** means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time;”

Article 1. “**Enabling Legislation** before the date a Transfer Order takes effect means LHSIA, and after the date a Transfer Order takes effect means the CCA;”

“**Funder** before the date a Transfer Order takes effect means the LHIN, and after the date a Transfer Order takes effect means Ontario Health;”

“**Minister** means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended;”

“**Ontario Health** means the corporation without share capital under the name Ontario Health as continued under the CCA;”

Article 2. “**Transfer Order** means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this

Agreement from the LHIN to Ontario Health;”.

- l) In section 2.1, “section 20(1) of” is deleted.
- m) In section 2.2, “March 31, 2020” is deleted and replaced with “June 30, 2020”.
- n) In section 3.5, “Guide to Requirements and Obligations Pertaining to French Language Services” is deleted and replaced with “Guide to Requirements and Obligations Relating to French Language Services”.
- o) In section 3.7(a), “annual” is deleted.
- p) In section 3.7, the last paragraph is deleted and replaced with:

“Despite Article 9 of this Agreement, to the extent that the Hospital is unable to comply, or anticipates it will be unable to comply with the foregoing without adversely impacting its ability to perform its other obligations under this Agreement, the Hospital, in consultation with the Funder, may refer the matter to the Ministry for resolution.”
- q) In section 5.1.3 and section 5.3, all references to “section 7.2.7” are deleted and replaced with “section 7.2.6”:
- r) The first sentence of the last paragraph of section 7.1.1 is deleted and replaced with:

“The Hospital’s Planning Submission will be aligned with the LHIN’s current integrated health service plan, as defined in LHSIA, if applicable, and will reflect the Funder’s priorities and initiatives.”
- s) In section 7.2, “and 8.9” is deleted, “,” after “8.7” is deleted, and “and” is added before the number “8.8”.
- t) In section 7.2.1 “whether within or outside of the geographic area of the LHIN” is deleted and replaced with “anywhere”.
- u) In sections 7.2.2, and 8.4.1 , “local” is deleted.
- v) In sections 7.2.4, 7.2.5, 7.2.7(d) and 7.3.2, the words “section 27 of” are deleted.
- w) In section 7.2.4, “section 25 or section 26 of” is deleted.

- x) In section 7.2.4(b), “or the Minister” is added before the words “will not issue”.
- y) In section 7.2.5, “or the Minister, as applicable” is added before the words “with notice of integration”.
- z) Section 7.2.6 is deleted.
- aa) In section 7.2.7(a) (now section 7.2.6(a)), “, or integrated care delivery systems (“Other Providers”)” is added after “health service providers”.
- bb) In section 7.2.7 (b) and (c) (now section 7.2.6(b) and (c)) “health service provider or providers, as the case may be, has or” is deleted and replaced with “Other Providers”.
- cc) In section 7.2.7(c) (now section 7.2.6(c)) “other health service providers” is deleted and replaced with “of the Other Providers”.
- dd) In section 7.3.2, “or Minister” is added before the word “under”.
- ee) In section 8.1, “its local” is deleted and replaced with “the”.
- ff) Section 8.9 is deleted.
- gg) In section 11.3, “his or her” is deleted and replaced with “their”.
- hh) In section 11.4, “sections 21 and 22 of” is deleted.
- ii) In section 15.1.1(a), “Local Health Integration Network” is deleted twice.
- jj) In section 16.4, “of the Local Health Integration Networks or to the MOHLTC” is deleted and replaced with “agencies or ministries of Her Majesty the Queen in right of Ontario and as otherwise directed by the Ministry.”
- kk) In section 16.7, “8.9 (LHIN Public Meetings),” is deleted.
- ll) In section 16.7, “8.10” is deleted and replaced with “8.9” and “8.11” is deleted and replaced with “8.10”.
- mm) The titles LHIN “Chair” and LHIN “CEO” are removed on the signature page.

2.2 Term. This Agreement and the HSAA will expire on June 30, 2020.

- 2.3 **Schedules.** The Schedules in effect on March 31, 2020 shall remain in effect until June 30, 2020, or until such other time as may be agreed to by Parties.
- 3.0 **Effective Date.** The amendments set out in Article 2 shall take effect on March 31, 2020. All other terms of the HSAA shall remain in full force and effect.
- 4.0 **Appendix 1.** Appendix 1 is the HSAA, incorporating all of the amendments set out in section 2.1 above, that is effective March 31, 2020.
- 5.0 **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.


-SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

ERIE ST. CLAIR LOCAL HEALTH INTEGRATION NETWORK

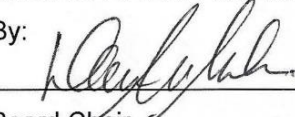
By:  _____ May 22, 2020

Nicole Robinson,
VP-Integrated Delivery Systems
Ontario Health, West Region
Date

And by:  _____ May 18, 2020

Zeynep Danis,
Vice President Finance & Corporate Services
Ontario Health, West Region
Date

WINDSOR REGIONAL HOSPITAL

By:  _____

Board Chair
Date

I sign as a representative of the Hospital, not in my personal capacity, and I represent that I have authority to bind the Hospital.

And by:  _____

David Musyj, President & CEO
Date

I sign as a representative of the Hospital, not in my personal capacity, and I represent that I have authority to bind the Hospital.