

MSAA AMENDING AGREEMENT

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

BETWEEN:

CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

COMMUNITY CARE PETERBOROUGH (the "HSP")

WHEREAS the LHIN and the HSP (together the "Parties") entered into a multi-sector service accountability agreement that took effect April 1, 2019 (the "MSAA");

AND WHEREAS the Parties wish to amend the MSAA 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 MSAA. References in this Agreement to the MSAA mean the MSAA as amended.

2.0 Amendments.

2.1 Agreed Amendments. The MSAA is amended as follows.

- a) All references to "LHIN" are deleted and replaced with "Funder", with the exceptions of the defined term "LHIN" as a party to the agreement, and section 6.1(b) only in reference to the integrated health service plan which remain unamended.
- b) The first four paragraphs of the part of the MSAA 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 HSP 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 HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP."

- c) All references to "LHSIA" are deleted and replaced with "the Enabling Legislation", with the exceptions of the defined term "LHSIA" in section 1.1, and section 6.1(b) and section 8.1(b) in reference to LHSIA sections 5(m.1) and (m.2)" which remain 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 MSAA 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 "Confidential Information" is amended by deleting: ": (1)", and by deleting "; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA".

- h) In section 1.1, the definition of "Digital Health" is amended by deleting "has the meaning ascribed to it in the Accountability Agreement and".

- i) In section 1.1, the definition of "LHIN Cluster" is deleted.

- j) In section 1.1, the definition of "Mandate Letter" is amended by adding "the" before "Ministry" three times.

- k) In section 1.1, the definition of "Minister" is deleted and replaced with:

"**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;"

- l) 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;”

“**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;”

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

“**Transfer Order**” means a transfer order issued pursuant to subsection 40(1) of the CCA transferring this Agreement from the LHIN to Ontario Health;”.

- m) In section 2.2, “section 20(1) of” is deleted.
- n) Section 3.4(a) is deleted and replaced with “assist the Funder to implement Digital Health priorities of the Funder;”.
- o) In section 3.4(b), “the” is added after “providers by” and again after “set by”.
- p) In section 3.4(c), “in the LHIN Digital Health plan” is deleted and replaced with “by the Funder”.
- q) In section 3.4(d), “the LHIN Cluster Digital Health plan” is deleted and replaced with “the Funder’s Digital Health priorities”.
- r) In section 3.5.1, “Guide to Requirements and Obligations of LHIN French Language Services” is deleted and replaced with “Guide to Requirements and Obligations Relating to French Language Services”.
- s) The first sentence of the last paragraph of section 6.1(b) is deleted and replaced with:

“If applicable, it will be aligned with the LHIN’s then current integrated health service plan required by LHSIA and will reflect the Funder’s priorities and initiatives.”

- t) In section 6.2(a), “its local” is deleted and replaced with “the”.
- u) Section 6.2(b) is deleted and replaced with:

“**Integration.** The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the local health system

to provide appropriate, coordinated, effective and efficient services.”

- v) In section 6.3(a) (2), “whether within or outside of the LHIN” is deleted twice and replaced both times with “anywhere”.
- w) In section 6.3(b), “section 27 of” and “sections 25 or 27 of” are deleted.
- x) Section 6.5 is deleted.
- y) In section 8.1(a), “its local” is deleted and replaced with “the”.
- z) In section 8.1(a), “as contemplated by LHSIA,” is deleted.
- aa) In the last paragraph of section 8.1(b), “, if applicable,” is added before the words “to provide certain services” and “of LHSIA” is added after the words “with section 5(m.2)”.
- bb) In section 14.7 “of the LHINs 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.”
- cc) The titles LHIN “Chair” and LHIN “CEO” are deleted on the signature page.

2.2 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 the Parties.

3.0 **Effective Date**. The amendments set out in Article 2 shall take effect on March 31, 2020. All other terms of the MSAA shall remain in full force and effect.

4.0 **Appendix 1**. Appendix 1 is the MSAA, 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.

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

CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK


By:

MAR 20 2020


Renato Discenza
Chief Executive Officer

Date

And by:


Stewart Sutley, Vice President
Health System Strategy, Integration,
Planning and Performance

Date

February 19, 2020

COMMUNITY CARE PETERBOROUGH


By:


Susan Wood-Bohm, President

Date

Feb 12, 2020

And by:


Danielle Belair, Executive Director

Date

Feb. 12, 2020

I/We have authority to bind the HSP.

APPENDIX 1

Attached to and forming part of the Amending Agreement between the LHIN and the HSP effective as of March 31, 2020.

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

with

COMMUNITY CARE PETERBOROUGH

Effective Date: April 1, 2019

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