

AMENDING AGREEMENT No.2

This amending agreement, effective as of the 31st day of March, 2008

AMONG:

Her Majesty the Queen
in Right of Ontario
as Represented by
the Minister of Health and Long-Term Care

(the “**Ministry**”)

- and -

The Southeastern Ontario Academic Medical Organization

Comprised of:

The Board of Governors of Kingston General Hospital, commonly referred to as
Kingston General Hospital
The Religious Hospitallers of St. Joseph of the Hotel Dieu of Kingston
St. Mary’s of the Lake Hospital by Providence Care
The Clinical Teachers’ Association of Queen’s University
Queen’s University representing the School of Medicine of Queen’s University

(“**SEAMO**”)

- and -

Ontario Medical Association

(the “**OMA**”)

WHEREAS the Ministry, SEAMO and the OMA entered into an agreement made as of the 1st day of April, 2005, as amended by amending agreement No. 1 made as of the 30th day of May, 2006 (the “**Agreement**”);

AND WHEREAS the Parties wish to extend the term and to amend certain provisions of the Agreement.

In consideration of the mutual covenants and agreements contained in this Amending Agreement No.2, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement (the “**Amending Agreement No.2**”) have the meanings ascribed to them in the Agreement.
2. The preamble set out on page 3 is deleted and replaced by the following:

PREAMBLE

Good health is essential to the economic, social and cultural well-being of our society. Fostering excellence in health education, research and clinical service encompasses a broad perspective of health beyond the treatment of the individual to the health of the community and contributes to the quality of the life of the community.

The providers of health education, research and clinical service are accountable to their communities for the appropriate utilization of public resources to address health needs.

SEAMO plays an important role in the delivery of clinical service, health education and research and offers, under the Agreement, a continuing opportunity to provide a model of alternative funding to meet clinical service, health education and research needs. In this context, SEAMO is the appropriate entity to be responsible for the management and allocation of resources to meet the health, education, research and related clinical needs of the community served by it within the necessary and appropriate accountability framework.

The mission of the University encompasses the education of future physicians and other health professionals, research and scholarship, and the clinical services provided by its members.

It is important to provide a predictable base of funding to enable SEAMO to meet the evolving clinical, academic and administrative responsibilities under the Agreement.

Timely and open communications between the Parties on matters related to SEAMO's responsibilities under the Agreement are of utmost importance.

The OMA is an integral Party in working with the Parties to ensure that academic health sciences centres are funded in innovative ways to enable them to fulfil their important patient service and academic activities.

The Parties support a health care system for Ontario that is patient-focused, results-based, accountable and sustainable and encourages the effective and efficient use of resources.

Excellence in clinical services and academic activities is integral to the treatment of the individual and to the health of the community.

Through the agreement the Ministry and the OMA entered into in 2000 for physician services, the Ontario Government allocated \$75,000,000 for academic physicians to stabilize academic medicine in Ontario.

The agreement the Ministry and the OMA entered into in 2004 for physician services provides an additional \$150,000,000 in funding for academic physicians in Ontario to address clinical competitiveness, academic support, recruitment and innovation in academic medicine.

The AHSC AFP is intended to:

- (a) provide AHSC Funds that recognize the unique contributions of academic physicians;
- (b) increase the capacity of academic health sciences centres to provide clinical services and academic activities in an integrated manner;
- (c) improve the coordination and integration of the interests of the medical staff, teaching hospitals and universities;
- (d) facilitate the successful recruitment and retention of academic physicians; and
- (e) ensure that the AHSC Funds reach academic physicians in an open and transparent manner.

The AHSC AFP provides the structure to ensure that academic physicians, hospitals and universities each commit to joint governance and accountability as set out in the Agreement.

Good governance is essential for the success of the AHSC AFP. As a result, it is intended that all governance organizations will:

- (a) define the roles of, and relationships among their members;
- (b) be robust and have the authority and resources that are required to meet their mandates and to foster the trust and confidence of their members; and

- (c) provide transparency at all stages of funding distribution, including how the AHSC Funds are distributed by the Ministry to governance organizations, and how the AHSC Funds are allocated by governance organizations to physicians, or to their respective practice plans.

The AHSC AFP will require:

- (a) the alignment of the respective responsibilities of physician organizations, hospitals and universities to provide services at an academic health sciences centre; and
- (b) accountability in the domains of clinical services, academic activities, leadership and innovation.

It is the intention of the Parties that the AHSC AFP begins the staged implementation of a more comprehensive accountability framework.

3. The Heading of Article 1 is amended to be Definitions and Interpretation.

4. Article 1 is amended as follows:

The definition of “**Business Day**” is amended to include Family Day.

5. Article 1 is amended to include the following definitions:

“**Accountability Framework**” means the accountability framework attached to the Agreement as Appendix “H”.

“**AHSC**” means the Hospitals and the University.

“**AHSC AFP**” means the Academic Health Sciences Centre Alternate Funding Plan.

“**AHSC AFP Agreement**” means the form of the Academic Health Sciences Centre Alternate Funding Plan agreement drafted for the provision of services by academic physicians in Ontario.

“**AHSC Funds**” means phase III funds, as more particularly described in Appendix “I”, and includes:

- (a) “**Academic Funds**” meaning monies to support Academic Services;
- (b) “**Clinical Funds**” meaning monies to support Clinical Services;
- (c) “**Innovation Funds**” meaning monies to support the development of new and innovative practices in health care delivery and leadership in the dissemination of knowledge across the health care system; and

- (d) **“AHSC Recruitment Funds”** meaning monies the Ministry provides to SEAMO for the retention of New SEAMO Physicians as provided for in sections 3, 4, 5 and 6 of Appendix “J”.

“AHSC Hospital” meaning a hospital that is part of, or affiliated with, an academic health sciences centre in Ontario.

“AHSC Specialty” means a specialty listed in Appendix “K”.

“Benchmark Year” means the 12-month period beginning on April 1, 2006.

“Board” means the board of governors of SEAMO.

“Criticall Ontario” means the Ontario Criticall Program that provides a 24 hour a day emergency referral service for Ontario physicians as more particularly described on the website at www.criticall.com.

“Department Practice Plan” means a department practice plan that:

- (a) includes Department Practice Plan Members; and
- (b) receives and distributes Funding.

“Department Practice Plan Member” means a SEAMO Physician or a New SEAMO Physician who has joined the Department Practice Plan as a member.

“Governors” mean any governors, trustees and directors of SEAMO.

“Incremental Case” means any Clinical Service SEAMO Physicians and/or New SEAMO Physicians provide:

- (a) pursuant to any agreement between the Ministry and a Hospital under the Ontario Wait Time Strategy; and
- (b) that is beyond the number of Clinical Services SEAMO Physicians and/or New SEAMO Physicians provided in the Benchmark Year at the Hospital which is the subject of the agreement referred to in subsection (a) of this definition of “Incremental Case”.

“Medicine Professional Corporation” has the same meaning ascribed to the term Physician Corporation under O.Reg 665/05 made under the Business Corporations Act, R.S.O. 1990, c. B.16.

“New Clinical Services” means Clinical Services that exceed the number of Clinical Services SEAMO Physicians collectively provided in the Benchmark Year in the Department in which the New SEAMO Physician is intended to practise.

“New SEAMO Physician” means a physician who is retained by SEAMO following the process set out in sections 3, 4, 5 and 6 of Appendix “J”.

“Ontario Wait Time Strategy” means a program operated by the Ministry to reduce wait times for key medical services.

“SEAMO Members” means the Association, the Hospitals and the University.

“Specialty Grouping” means the grouping of alternate funding plan specialties as set out in the Accountability Framework.

“2008 Physician Services Agreement” means the agreement to be entered into between the Ministry and the OMA for the provision of physician services in Ontario.

6. Article 1 is amended by deleting and replacing the following definitions:

“Base Funds” means:

- (a) for the Funding Years beginning April 1, 2005, April 1, 2006, and April 2007, \$77,980,460.00 as set out in section 7.1(a); and
- (b) in the Funding Year beginning April 1, 2007, and in any subsequent Funding Year, the monies set out in section 7.1.1 as Base Funds.

“Funds” means all monies provided by the Ministry to SEAMO under the Agreement including AHSC Funds, and **“Funding”** shall have the corresponding meaning.

7. Section 2.1 is deleted and replaced by the following:

Term. The Agreement shall commence on the Effective Date and shall expire on the later of March 31, 2009 or the date on which the 2008 Physician Services Agreement is fully executed, unless terminated earlier pursuant to Article 17.

8. Section 3.1 is deleted and replaced by the following:

3.1 **SEAMO Established.** The Association, the Hospitals and the University represent, warrant and covenant that:

- (a) they have joined together as an unincorporated association under the name the Southeastern Ontario Academic Medical Organization for the purpose of representing their interests and ensuring the proper and efficient provision of their respective and mutual obligations under the Agreement;

- (b) SEAMO has created a Board, the majority of whose Governors are and represent SEAMO Physicians who have been chosen through open and democratic processes;
- (c) they have established, and shall maintain for the period during which the Agreement is in effect, a governance agreement among the SEAMO Members that:
 - (i) establishes their respective and mutual obligations under the Agreement and the processes to support those obligations;
 - (ii) establishes rules to ensure that the Governors who represent physicians shall be chosen through an open and democratic process;
 - (iii) establishes the roles and responsibilities of the Governors including a process for decision-making;
 - (iv) establishes an orientation program for new Governors;
 - (v) establishes one or more committees for the proper functioning of SEAMO to deal with finances, nominations and audits;
 - (vi) establishes a process to nominate and select a chair, vice-chair and members of any committee, ensuring that the process is open and democratic;
 - (vii) establishes a process for the development of terms of reference for any committee;
 - (viii) establishes meeting protocols, including rules of order for the Board and any committees it establishes;
 - (ix) creates a set of governing principles and guidelines that:
 - (1) establish the expected code of conduct and ethical responsibilities at all levels of SEAMO;
 - (2) enable efficient decision-making among the Governors and committee members;
 - (3) ensure the ongoing effective functioning of SEAMO and any committees it establishes, that includes a succession planning process;

- (4) facilitate the delivery of In-Scope Services; and
- (5) enable the timely identification of risks to the delivery of In-Scope Services and strategies to address the identified risks;
- (x) creates a set of policies and processes for the purposes of:
 - (1) receiving, managing, allocating and distributing Funds;
 - (2) conducting annual strategic planning and long-term planning exercises;
 - (3) managing access to personal, financial and other information;
 - (4) ensuring that any reports or information a Department Practice Plan provides to SEAMO are consistent and sufficient to enable SEAMO to meet its obligations under the Agreement;
 - (5) dealing with amendments to the Agreement; and
 - (6) addressing conflicts or disagreements among SEAMO Members in relation to the issues arising under the Agreement; and
- (xi) deals with such other matters as SEAMO considers necessary to ensure that all SEAMO Members properly and efficiently carry out their respective and mutual obligations under the Agreement.

9. Article 7 is amended to reflect that section 7.1(a) applies only to the Funding Years beginning April 1, 2005, April 1, 2006 and April 1, 2007.

10. Article 7 is amended to include section 7.1.1, as follows:

7.1.1 **Funding Beyond March 31, 2008.** The Ministry shall provide the following Funds to SEAMO:

- (a) in the Funding Year beginning April 1, 2008:
 - (i) Base Funds of \$77,704,124.93;

- (ii) \$1,334,501.00 transferred from the Ministry of Community and Social Services for the Developmental Disabilities Program;
 - (iii) an amount to reflect the funding calculated as a result of specialty reviews:
 - (1) for the provision of physician services; and
 - (2) to support the retention of family medicine physicians, in order to provide SEAMO with the same advantages as physicians working in other academic health sciences centres;
 - (iv) an amount to reflect the funding transferred from the Health Planning Branch of the Ministry for clinical education;
 - (v) an amount equaling 10% of the fee-for-service value of all service encounter reporting;
 - (vi) the percentages set out in Appendix "L" to reflect the differential of the fee code adjustments according to Appendix "L" of the 2004 Framework Agreement;
 - (vii) retroactive Clinical Funds and Academic Funds for the period beginning on April 1, 2007 and ending on March 31, 2008, as determined by the Ministry;
 - (viii) Clinical Funds and Academic Funds for the period beginning on April 1, 2008 and ending on March 31, 2009, as set out in Appendix "I"; and
 - (ix) subject to sections 3, 4, 5 and 6 of Appendix "J", AHSC Recruitment Funds for the period beginning on April 1, 2008 and ending on March 31, 2009, as set out in Appendix "I"; and
- (b) for the Funding Year beginning April 1, 2009:
- (i) Base Funds of \$77,704,124.93;
 - (ii) an amount to reflect the funding calculated as a result of specialty reviews:
 - (1) for the provision of physician services; and

- (2) to support the retention of family medicine physicians, in order to provide SEAMO with the same advantages as physicians working in other academic health sciences centres;
- (iii) an amount to reflect the funding transferred from the Health Planning Branch of the Ministry for clinical education;
- (iv) an amount equalling 10% of the fee-for-service value of all service encounter reporting;
- (v) the percentages set out in Appendix “L” to reflect the differential of the fee code adjustments according to Appendix “L” of the 2004 Framework Agreement;
- (vi) Clinical Funds and Academic Funds for the period beginning on April 1, 2009 and ending on March 31, 2010, as set out in Appendix “I”; and
- (vii) subject to sections 3, 4, 5 and 6 of Appendix “J”, AHSC Recruitment Funds for the period beginning on April 1, 2009 and ending on March 31, 2010, as set out in Appendix “I”.

11. Article 7 is amended to include section 7.1.2, as follows:

7.1.2 **AHSC Funds Reallocation.** Despite sections 7.1.1(a)(vii), (viii) and (ix), and 7.1.1(b)(vi) and (vii), the Ministry shall provide the Funding set out in section 7.1.1(a)(vii), (viii) and (ix), and 7.1.1(b)(vi) and (vii) upon the following terms:

- (a) during the term of the Agreement, the Ministry and the OMA shall assess the reported and verifiable level of Clinical Services and Academic Services at the AHSC, and the Ministry may, after consultation with the OMA and the other Parties, for future Funding Years:
 - (i) reallocate AHSC Funds to all academic health sciences centres accordingly;
 - (ii) prepare new sections 7.1.1(a)(vii), (viii) and (ix), and 7.1.1(b)(vi) and (vii) that shall be deemed to replace sections 7.1.1(a)(vii), (viii) and (ix), and 7.1.1(b)(vi) and (vii) during and in respect of the Funding Years to which such provisions relate; and

- (iii) prepare a new Accountability Framework that shall be deemed to replace the Accountability Framework and to form Appendix “H” to the Agreement during and in respect of the Funding Years to which such Accountability Framework relates.

12. Article 7 is amended to include section 7.1.3, as follows:

7.1.3 **Funding Beyond March 31, 2009.** Despite section 7.1.1(b), the Ministry shall:

- (a) provide Funding pursuant to section 7.1.1(b) only if the term of the Agreement extends beyond March 31, 2009; and
- (b) prorate any amounts provided for in section 7.1.1(b) to reflect the period during which the Agreement is in effect.

13. Article 7 is amended to reflect that section 7.1(a) shall only apply to the Funding Years beginning April 1, 2005, April 1, 2006, and April 1, 2007.

14. Article 7 is amended to include section 7.21, as follows:

7.21 The Ministry shall provide all Funds only for the stated Funding Year and no Funds shall be added cumulatively from one Funding Year to another Funding Year.

15. Section 19.1 is amended to reflect that any notice or communication shall be provided to the position set out in section 19.1, despite the name of the person provided.

16. Section 19.12 is deleted and replaced by the following:

19.12 **Appendices.** The following Appendices are attached to and form part of the Agreement:

- (a) Appendix “A” – In-Scope Services;
- (b) Appendix “B” – Declaration and Consent Forms;
- (c) Appendix “C” – Developmental Disabilities Program Description;
- (d) Appendix “D” – Reports;
- (e) Appendix “E” – Composition of Base Funds;
- (f) Appendix “F” – Diagnostic Clinics;
- (g) Appendix “G” – Protected Services;

- (h) Appendix "H" – Accountability Framework;
 - (i) Appendix "I" – AHSC Funds;
 - (j) Appendix "J" – Terms Governing the Use of AHSC Funds;
 - (k) Appendix "K" – AHSC Specialties; and
 - (l) Appendix "L" – Flow Through Percentages.
17. Article 19 is amended to include section 19.21, as follows:
- 19.21 **Assignment of Declaration and Consent to Medicine Professional Corporation.** In the case where a SEAMO Physician or New SEAMO Physician is a natural person, the Parties expressly consent to the SEAMO Physician or New SEAMO Physician assigning the Declaration and Consent to a Medicine Professional Corporation.
18. Effective April 1, 2005, Appendix "A" is amended:
- (a) to reflect that the first list of items set out as (a) - (f) shall be referred to as Services That Are Not In-Scope Services (Capped), and the second list of items set out as (a) - (j) shall be referred to as Services That Are Not In-Scope Services (Uncapped); and
 - (b) to include section (k) under the heading Services That Are Not In-Scope Services (Uncapped) as follows:
 - (k) any Insured Service that a SEAMO Physician and New SEAMO Physician provides for any Incremental Case pursuant to any agreement the Ministry and the Hospitals enter into to support Ontario's Wait Time Strategy.
19. Appendix "B" - Declaration and Consent Forms is deleted and replaced by Appendix "B", which Appendix "B" is attached to this Amending Agreement No.2 as Schedule "I".
20. Appendix "D" - Reports is amended by adding the Reports as set out in this Amending Agreement No.2 as Schedule "II".
21. Appendix "H" - Accountability Framework is added, which Appendix "H" is attached to this Amending Agreement No.2 as Schedule "III".
22. Appendix "I" - AHSC Funds is added, which Appendix "I" is attached to this Amending Agreement No.2 as Schedule "IV".

- 23. Appendix "J" - Terms Governing the Use of AHSC Funds is added, which Appendix "J" is attached to this Amending Agreement No.2 as Schedule "V".
- 24. Appendix "K" - AHSC Specialties is added, which Appendix "K" is attached to this Amending Agreement No.2 as Schedule "VI".
- 25. Appendix "L" - Flow Through Percentages is added, which Appendix "L" is attached to this Amending Agreement No.2 as Schedule "VII".

Except for the amendments provided for in this Amending Agreement No.2, all provisions in the Agreement shall remain in full force and effect.

Her Majesty the Queen in right of Ontario as represented by the Minister of Health and Long-Term Care

Assistant Deputy Minister

Date

The Southeastern Ontario Academic Medical Organization

John Hudson, Chair

Date

The Clinical Teachers' Association of Queen's University

Dr R. Kenneth F. Edwards, President

Date

I have the authority to bind the Clinical Teachers' Association of Queen's University.

Witness: Print name

Witness: Signature

Date

**The Board of Governors of Kingston
General Hospital, commonly referred to as
Kingston General Hospital**

Joe A. de Mora
President and
Chief Executive Officer

Date

I have the authority to bind the Hospital.

Witness: Print name

Witness: Signature

Date

**The Religious Hospitallers of
St. Joseph of the Hotel Dieu of Kingston**

Hugh C. Graham
Executive Director

Date

I have the authority to bind the Hospital.

Witness: Print name

Witness: Signature

Date

St. Mary's of the Lake Hospital by Providence Care

Dale Kenney
President and Chief Executive Officer

Date

I have the authority to bind the Hospital.

Witness: Print name

Witness: Signature

Date

**Queen's University representing the
School of Medicine of Queen's University**

Patrick Deane
Vice-Principal Academic

Date

I have the authority to bind Queen's University.

Witness: Print name

Witness: Signature

Date

The Ontario Medical Association

Robert L. Lee
Legal Counsel

Date

I have the authority to bind the OMA.

Schedule "I"

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

(Intentionally Deleted)

Schedule "II"

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

Name of Report	Due From	Due By
1. Annual On-Call Service Provision Report	Hospitals	June 1 in every Funding Year
2. AHSC Funds Report	SEAMO	June 1 in every Funding Year

1. **Annual On-Call Service Provision Report**

The Annual On-Call Service Provision Report shall include:

- (a) the number of SEAMO Physicians and New SEAMO Physicians who provided On-Call Coverage during the Funding Year; and
- (b) the number of days for which On-Call Coverage was provided during the Funding Year.

2. **AHSC Funds Report**

The AHSC Funds Report shall describe how SEAMO expended the AHSC Funds, including details on the allocation and distribution of AHSC Funds by:

- (a) Practice Plan; and
- (b) Department Practice Plan Member.

The Ministry shall provide a template.

Schedule “III”

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

APPENDIX “H”

Accountability Framework

Fiscal Year:
AHSC:

2007/08
SEAMO
Kingston General Hospital(693) - Hotel Dieu(692) - St. Mary's of the Lake(695)

Performance Measures - CLINICAL				Explanatory Measures - CLINICAL				
	2005/06	2006/07	2007/08***		2005/06	2006/07	2007/08 Budget	Link to Performance
1a P1 Clinical FTEs**				E2 Case Mix				
				ii Acute Case Mix Index	1.99	2.04	1.99	2
				iii CCC Case Mix Index	1.00	1.09	1.07	3
				iv Average CTAS Level	3.55	3.57		5
P2 OHIP Shadow Billings				E3 Capacity Beds Staffed				
1 Total	\$25,200,652	\$36,449,212	\$37,178,197	v Acute Total	436	416	441	2
E1 OHIP Shadow Billings:				vi ICU	39	50	39	2
by Specialty				vii Mental Health	240	240	240	
ia Medicine	\$10,413,882	\$15,200,504		viii CCC	98	98	98	3
ib Surgery	\$6,144,248	\$8,559,037		viii Rehab	54	56	56	4
ic Paediatrics	\$932,909	\$1,448,171		Full Time Equivalent Staff				
id Psychiatry	\$522,396	\$1,117,611		ix Nursing Total	1,529	1,549	1,542	2 to 7
ie Obstetrics/Gyne	\$1,317,374	\$3,239,007		x Diagnostic & Allied Health	786	791	810	2 to 7
if Family Medicine	\$1,248,187	\$1,126,525		E4 Detailed				
ig Anaesthesiology	\$4,492,399	\$5,539,010		xi Surgical Cases (IP & SDS)	28,880	14,842	23,334	2
ih Other	\$129,256	\$219,347		xii Acute Days	141,139	138,026	135,956	2
Kingston APP Groups - Shadow Billings				xiii ICU Days	17,472	20,708	17,472	2
Kingston Med Onc	\$534,644	\$612,067	\$624,308	E5 Access				
Kingston Rad Onc (FFS Billings)	\$1,576,026	\$1,665,642	\$1,698,955	Relative Wait Times (AHSC 90th %ile / Provincial 90th %ile)				
P3 Volumes (hospital-based)				xiv Cancer Surgery - KGH	0.72	0.76		2
2 Weighted Cases	37,321	37,361	37,507	xv Hip Replacements - KGH	1.28	1.42		2
3 CCC Weighted				xvi MRI - KGH	-	0.29		2
4 Patient Days	32,576	34,720	35,188	E6 Outcomes				
4 Rehab Days	14,550	14,876	14,847	Readmission Rates (Acute)				
5 ER Visits	85,932	85,522	86,255	xx Actual				2
6 Other Ambulatory Care Visits	357,864	356,587	386,228	KGH	299		295	
7 Mental Health Days	86,380	80,117	81,857	Hotel Dieu	#N/A		0	
				St. Mary's of the Lake	#N/A		0	
** (when available from funding formula calculations)				xxi Provincial Average				2
*** Note: OHIP 2007/08 Budget is assumed to be 2006/07 *1.02				KGH	330		326	
				Hotel Dieu	#N/A		#N/A	
				St. Mary's of the Lake	#N/A		#N/A	
Performance Measures - EDUCATION (Developmental)				Explanatory Measures - EDUCATION				
	2005/06	2006/07	2007/08		2005/06	2006/07	2007/08	
P4 Count of Medical Trainee Days - SEAMO				E7 Count of Medical Students by Faculty (Kingston):				
8a Undergraduate (U3/U4)	22,090	22,056		xxiii Undergraduate	401	401	N/A	
8b Post Graduates	58,921	67,991		xxiv Residents	303	322	N/A	
8c Fellows	3,194	2,648		xxv Fellows	10	7	N/A	
Accountability Measures - RESEARCH (Developmental)				Explanatory Measures - RESEARCH				
	2005/06	2006/07	2007/08		2005/06	2006/07	2007/08	
9 CIHR Funding (AHSC)	N/A	N/A	N/A	E8 Research Funding by Faculty/Province				
				xxvi CIHR Funding (Kingston Faculty)	\$17,502,927	\$19,103,010		
				xxvii CIHR Funding (All AHSCs)	\$247,348,450	\$271,313,529		

AHSC Accountability Measures

Explanatory Notes

Note:

Each of the measures are based on existing databases and data sources. A key source of the measures for Clinical Services is the Hospital Annual Planning Submission (HAPS).

Measure	Explanation	Source
Performance Measures		
Total OHIP Billings	Sum of OHIP fees paid where service location code is the Hospital identified by Hospital institution (MNI) number. Fiscal 2006/07 claims are incomplete as physicians are still eligible to submit claims for this period.	OHIP Claims History Database (CHDB) Professional HCP, FFS claims from Ontario registered physicians
Clinical Full-Time Equivalents	Definition to align with Clinical FTE calculated for AFP funding purposes.	OHIP database or OMA (to be determined by funding formula process)
Weighted Cases	Weighted cases are measures of resource intensity adjusted acute inpatient and same day surgery activity. They are assigned at the Case Mix Group (CMG) level for acute inpatients and at the National Ambulatory Care Reporting System (NACRS) level for day surgery cases and adjusted for a number of factors including patient age and length of stay. The weighted cases to be used	Data provided by Hospital Annual Planning Submission (HAPS) spreadsheet: Clinical Activity sheet, Line 1 - "Total Weighted Cases" Reflects the total for the Hospital.

Measure	Explanation	Source
	are reported by hospitals in HAPS and are based on the Ontario Ministry of Health's Prospective Complexity Adjustment (PAC10) weights. The weights apply only to acute inpatient and day surgery cases registered at the Hospitals and discharged in the relevant fiscal period.	
Complex Continuing Care Weighted \ Days	All CCC activity for patients registered at the Hospital.	Data provided by hospital HAPS submission: Clinical Activity sheet, line 36 – "CCC/Chronic Care Beds Weighted Patient Days". Based on MDS/RUGS data sets Reflects the total for the Hospital.
Rehabilitation Days	All rehab activity for patients registered at the Hospital.	Data provided by hospital HAPS submission: Clinical Activity sheet, lines 38, 41 – "Acute Rehab Patient Days, Long Term Rehab Patient Days". Reflects the total for the Hospital.
Mental Health Days	All MH activity for patients registered at the Hospital.	Data provided by hospital HAPS submission: Clinical Activity sheet, lines 28 and 31 – "Mental Health Patient Days". Reflects the total for the Hospital.
Emergency Room Visits	All emergency visits registered at the Hospital.	Data provided by hospital HAPS submission: Clinical Activity sheet, line 54 – "Ambulatory Emergency Visits". Reflects the total for the Hospital.
Other Ambulatory Care Visits	All ambulatory care visits registered at the Hospital.	Data provided by hospital HAPS submission: Clinical Activity sheet, lines 56-59 – "Ambulatory Visits: Renal, Chemo, Other Clinics, Clinic". Reflects the total for the Hospital.

Measure	Explanation	Source
Number of Medical Trainees	Count of medical trainees at the Hospital by level (undergraduates U3/U4*, postgraduates, fellows).	Medical Trainee Database Finance and Information Management Branch, MOHTLC If trained at multiple academic health sciences centres, count as one each. If the same trainees are listed at multiple levels within the same fiscal year, the highest level was used. <i>* For Hamilton U2/U3 trainee numbers were used.</i>
Explanatory Measures		
Number of Medical Students	Count of enrolled medical students at faculty by level (undergraduates, postgraduates, fellows).	Health Human Resources, MOHLTC Latest available year will be used (2006/07) 2006/07 undergrad numbers are projections based on MOHLTC allotted positions.
CIHR Funding	CIHR funding data allocated to hospitals and universities, grouped at the faculty level.	CIHR website
OHIP Billings by Specialty	OHIP specialty billings, assigned to the Hospital using MNI (see above), grouped by Medicine, Surgery, Psychiatry, Ob/Gyn, Paediatrics, Family Medicine, Anaesthesiology and Other. OHIP specialties were mapped to above categories, details attached.	OHIP Claims History Database (CHDB) Professional HCP, FFS claims from Ontario registered physicians
Acute Case Mix Index	Total acute inpatient weighted cases divided by total acute inpatient	Data provided by hospital HAPS submission:

Measure	Explanation	Source
	<p>separations (typical only, no day surgery).</p> <p>Weighted average at the Hospital.</p>	<p><u>Total Weighted Cases</u> - see above</p> <p><u>Total Separations</u> - Clinical Activity sheet, lines 4, 7, 10, 13, 25, 26, 29, 32 – “Medical, Surgical, Combined Medical and Surgical, Paediatric, Obstetric (Adult, Children, Neonatal & Newborn), and Mental Health”</p>
Complex Continuing Care Case Mix Index	<p>Total CCC weighted patient days divided by total CCC chronic patient days.</p> <p>Weighted average at the Hospital.</p>	<p>Data provided by hospital HAPS submission:</p> <p><u>Total CCC Weighted Patient Days</u>: see above</p> <p><u>Total CCC Chronic Patient Days</u>: Clinical Activity sheet, line 34 – “CCC/Chronic Care Beds Chronic Patient Days”</p>
Average CTAS Level	<p>Average CTAS level of all ER visits:</p> <p>$(\sum \text{CTAS level} * \# \text{ of ER Visits}) / \text{Total ER visits}$.</p> <p>Weighted average at the Hospital.</p>	<p>NACRS (CIHI database)</p> <p>Ambulatory Visits table with ‘Count All’ qualifier selected on the following fields:</p> <p><u>Ambulatory Case Type Code</u> = emergency room visit (EMG)</p> <p><u>Triage Level</u></p> <p>Calculated by taking the sum of each CTAS level multiplied by the number of ER visits at that particular level and then dividing this total by the total number of ER visits.</p>
Bed Staffed and in Operation	<p>Bed staffed and in operation for each of: Total Acute, ICU, CCC, Rehab, Mental Health.</p>	<p>Data provided by hospital HAPS submission:</p> <p><u>Acute Total</u>: Clinical Activity sheet, lines 2, 5, 8, 11, 14, 21, 22 – “Avg Beds Staffed & in Operation: Medical, Surgical, Combined Medical and Surgical, Paediatric, Intensive Care, Obstetric (Bassinets included)”</p> <p><u>ICU</u>: Clinical Activity sheet, line 14 – “Intensive Care: Avg Beds Staffed & in Operation”</p> <p><u>Mental Health</u>: Clinical Activity</p>

Measure	Explanation	Source
Number of Support FTEs	FTE staff in each support area (nursing, diagnostic and allied health) by the Hospital.	<p>sheet, lines 27 and 30 – “Mental Health: Avg Beds Staffed & in Operation”</p> <p><u>CCC</u>: Clinical Activity sheet, line 33 – “CCC/Chronic Care Beds: Avg Beds Staffed & in Operation”</p> <p><u>Rehab</u>: Clinical Activity sheet, lines 37 & 40 – “Rehab (Acute & Long Term): Avg Beds Staffed & in Operation”</p> <p>Reflects the total for the Hospital.</p>
Surgical Cases	Inpatient and Day Surgery cases at the Hospital.	<p>Data provided by hospital HAPS submission:</p> <p>Clinical Activity sheet, lines 48 and 49 – “OR: In Patient Cases, Day Surgery Cases”.</p> <p>Reflects the total for the Hospital.</p>
Acute Inpatient Days	Summary of acute inpatient days (Med/Surg, Paediatrics, ICU, Obstetrics) at the Hospital.	<p>Data provided by hospital HAPS submission:</p> <p>Clinical Activity sheet, lines 3, 6, 9, 12, 16, 17, 23, 24 – “Patient Days: Medical, Surgical, Combined Medical & Surgical, Paediatric, Intensive Care (Adult/Children, Neonatal/Newborn NICU), Obstetrics (Adult/Children, Neonatal/Newborn)”.</p> <p>Reflects the total for the Hospital.</p>
ICU days	ICU days. Reflects the total for the Hospital.	<p>Data provided by hospital HAPS submission:</p> <p>Clinical Activity sheet, lines 43 & 44</p>

Measure	Explanation	Source
Relative Wait Times for Selected Services	Cancer Surgery, Hip Replacement, MRI. Ratio of organization 90 th percentile wait time to provincial 90 th percentile wait time. Calculated by totaling the Hospital's 90 th percentile waits times over a fiscal year and dividing by the total provincial 90 th percentile wait times from the same time period.	Provincial Wait Times database
Relative Readmission Rates	Reported readmission rates for the Hospital.	Data provided by hospital HAPS submission: Patient Access sheet, row 21 - "Risk of Readmission to Own Facility (for specified CMGs)".

Schedule "IV"

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

APPENDIX "I"

AHSC Funds

Attached to and forming part of the Agreement among the Ministry, the Physician Organization, the Hospitals, the University and the OMA effective as of the 1st day of April, 2007

Phase III: AHSC CLINICAL FUNDS				\$5,085,316
Based on 06/07 OHIP billing data				
AHSC Specialty	Community Target	SEAMO Avg/Rate	Reported FTEs	New Clinical Funding
General Practice	\$160,612	\$195,643	16.2	-
General Practice - CAP	\$280,394	*	0.9	-
Anesthesia	\$290,426	\$322,471	27.4	-
General Surgery	\$356,432	\$397,062	9.0	-
Neurosurgery	\$349,414	*	3.0	-
Orthopaedic Surgery	\$358,600	\$460,453	7.0	-
Geriatrics	\$197,999	*	2.0	-
Plastic Surgery	\$269,767	*	3.0	-
Thor & Cardio Surgery	\$405,444	\$508,065	6.0	-
Emergency Medicine	\$146,985	\$251,652	17.0	-
Internal Medicine	\$300,464	\$274,904	10.0	\$255,597
Neurology	\$245,897	\$224,526	5.0	\$106,851
Psychiatry	\$168,778	\$222,185	14.2	-
Obstetrics & Gynecology	\$357,072	\$351,892	17.0	\$88,056
Ophthalmology	\$464,856	\$408,898	7.0	\$391,703
Otolaryngology	\$346,480	*	4.0	\$169,734
Pediatrics	\$219,861	\$245,922	15.0	-

Physical Medicine & Rehab	\$204,084	\$223,841	5.0	-
Urology	\$365,766	\$333,811	5.0	\$159,774
Gastroenterology	\$472,514	\$310,157	5.0	\$811,784
Respirology	\$296,293	\$305,101	8.0	-
Rheumatology	\$199,938	*	2.0	-
Cardiology	\$525,517	\$360,935	8.0	\$1,316,659
Haematology	\$290,595	*	4.1	\$111,958
Nephrology	\$606,476	\$329,489	6.0	\$1,661,921
Infectious Disease	\$208,599	*	2.8	-
Endocrinology	\$245,892	*	1.0	\$11,280

Phase III: AHSC ACADEMIC FUNDS	\$5,569,099
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Phase III: AHSC AFP RECRUITMENT FUNDS	\$709,209
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TOTAL AHSC FUNDS	\$11,363,625
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*Average FTE income not shown if FTE count is less than 5

Schedule “V”

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

APPENDIX “J”

Terms Governing the Use of AHSC Funds

1. **Consideration.** In consideration of the AHSC Funds the Ministry provides to SEAMO pursuant to the Agreement, SEAMO agrees to abide by the terms provided for in this Appendix “J”.
2. **SEAMO Obligations.** SEAMO shall:
 - (a) ensure that Department Practice Plans provide, at a minimum, Clinical Services and Academic Services at the levels set out in the Accountability Framework, subject to:
 - (i) each Hospital using best efforts to continue to provide, in every Funding Year, the overall level of funding, resources and support for the provision of Clinical Services that it provided in the Benchmark Year; and
 - (ii) the University using best efforts to continue to provide, in every Funding Year, its overall level of funding, resources and support for the provision of Academic Services that it provided in the Benchmark Year;
 - (b) ensure that Department Practice Plans:
 - (i) continue to provide all In-Scope Services that are not reflected in the Accountability Framework;
 - (ii) provide On-Call Coverage, subject to complement;
 - (iii) continue to provide Clinical Services during On-Call Coverage;
 - (iv) participate in Critical Care Ontario, subject to the availability of Hospital resources and the expertise and experience of SEAMO Physicians and New SEAMO Physicians; and
 - (v) provide Clinical Services to Insured Persons referred to SEAMO Physicians and New SEAMO Physicians by another health care

provider subject to the usual referral patterns of the Department Practice Plans;

- (c) ensure that every SEAMO Physician and New SEAMO Physician:
 - (i) has a medical staff appointment at a Hospital with hospital privileges attached to the appointment;
 - (ii) has an academic appointment at the University; and
 - (iii) is a Department Practice Plan Member;
- (d) establish a comprehensive and effective communication strategy that supports SEAMO's responsibilities under the Agreement;
- (e) ensure that every Practice Plan has a written agreement that is approved by its Practice Plan Members that:
 - (i) provides for the creation of a finance management committee, ensuring that:
 - (1) the members of the finance management committee are democratically elected and removed;
 - (2) the finance management committee may determine whether ex-officio members may participate in the finance management committee;
 - (3) if the finance management committee determines that ex-officio members may participate in the finance management committee, that such ex-officio members may not be voting members; and
 - (4) the chair of the finance management committee is democratically elected by either the Practice Plan Members or by the democratically elected members of the finance management committee;
 - (ii) provides for the reporting to SEAMO of the democratic election and removal of Department Practice Plan Members;
 - (iii) ensures that, pursuant to a written process and method, the Department Practice Plan:
 - (1) receives, manages, allocates and distributes all AHSC Funds to Department Practice Plan Members;

- (2) reports to the Department Practice Plan Members about how all AHSC Funds were distributed to Department Practice Plan Members; and
 - (3) reports to SEAMO regarding the distribution of all AHSC Funds to Department Practice Plan Members;
 - (f) provide a dispute resolution mechanism to resolve disputes that may arise between or among SEAMO Physicians and New SEAMO Physicians under the Agreement, and that may arise between the SEAMO Physicians or New SEAMO Physicians and the Department Practice Plan under the Agreement, that includes a mechanism to allow for arbitration by an outside party of any decisions made by the Department Practice Plans under the Agreement; and
 - (g) ensure the alignment of Clinical Services and Academic Services with the Hospitals' strategic direction and accountability agreement with the Ministry, and the University's academic mandate.
3. **Use of AHSC Recruitment Funds.** SEAMO may access the AHSC Recruitment Funds to support the recruitment of New SEAMO Physicians only in accordance with section 4 of this Appendix "J".
4. **Prior to Retaining.** Prior to retaining a New SEAMO Physician:
- (a) SEAMO shall prepare and submit to the Ministry a business case, signed by the Association, the Hospital and the University, in support of SEAMO's assessment of the need for a New SEAMO Physician to provide New Clinical Services, including:
 - (i) confirming that the New SEAMO Physician to be recruited:
 - (1) has not held a medical staff appointment at an AHSC Hospital; or
 - (2) has held a medical staff appointment and has practised medicine at an AHSC Hospital in Ontario for less than the equivalent of one day per week on average;
 - (ii) indicating the amount of the AHSC Recruitment Funds it requires to support the retention of a New SEAMO Physician; and
 - (iii) confirming that the Hospitals and the University shall commit the resources necessary to support the Clinical Services and Academic Services of the New SEAMO Physician; and

- (b) the Ministry may:
 - (i) require SEAMO to provide any additional information the Ministry requires in order to assess SEAMO's business case;
 - (ii) approve the retention of the New SEAMO Physician; and
 - (iii) approve the amount of the AHSC Recruitment Funds SEAMO may use to support the retention of the New SEAMO Physician.

5. **Remuneration for New SEAMO Physicians.** All New SEAMO Physicians shall be remunerated as follows:

- (a) New SEAMO Physicians shall continue to bill OHIP on a Fee-For-Service basis for the Clinical Services they provide; and
- (b) SEAMO shall provide to the New SEAMO Physicians such additional sum from the AHSC Recruitment Funds as the Ministry approves pursuant to section 4(b)(iii) of this Appendix "J".

6. **Conversion of a New SEAMO Physician.** If:

- (a) the New SEAMO Physician is not a replacement for a SEAMO Physician; and
- (b) the New SEAMO Physician has worked for between 12 and 18 consecutive months,

the New SEAMO Physician shall become a SEAMO Physician at some time between the twelfth and the eighteenth month of practice as SEAMO determines.

7. **Effect of Change in Status.** Where the New SEAMO Physician becomes a SEAMO Physician:

- (a) the number of Current FTE Positions shall increase accordingly;
- (b) the Ministry shall convert to Funds:
 - (i) from the OHIP Fee-For-Service pool, an amount equal to the New SEAMO Physician's best 12 consecutive month Fee-For-Service billing period; and
 - (ii) the amount of the AHSC Recruitment Funds the Ministry authorized SEAMO to use to support the retention of the New SEAMO Physician pursuant to section 4(b)(iii) of this Appendix "J".

8. **Clarity.** For purposes of clarity:
 - (a) the Ministry shall only provide AHSC Recruitment Funds for a New SEAMO Physician for a maximum period of 18 months; and
 - (b) if a New SEAMO Physician does not become a SEAMO Physician, the New SEAMO Physician may not continue to bill Fee-For-Service as a New SEAMO Physician.

9. **SEAMO Authority.** SEAMO shall ensure that, as between itself and any Department Practice Plan, it has the necessary authority to ensure that SEAMO is able to meet its obligations under the Agreement, including the authority to:
 - (a) hear complaints from SEAMO Physicians and New SEAMO Physicians if a Department Practice Plan does not fulfill its obligations regarding its written agreement as provided for in section 2(e) of this Appendix “J”; and
 - (b) withhold AHSC Funds from a Department Practice Plan that does not meet its obligations under the Agreement.

10. **Deduction of Funds for Failure to Provide Services.** If, in any Funding Year after the first Funding Year, the SEAMO Physicians and New SEAMO Physicians in any Specialty Grouping collectively provide more than 10% fewer Clinical Services at the AHSC as measured by the dollar value of OHIP billings (net of any changes in fee code values) in that Funding Year, compared with the levels they were required to provide in the Funding Year as set out in the Accountability Framework, the Ministry may deduct a percentage from Clinical Funds that is equal to the percentage of Clinical Services that Specialty Grouping failed to provide.

11. **Discussion Prior to Deducting.** Prior to deducting Clinical Funds in accordance with section 10 of this Appendix “J”, the Ministry shall meet with SEAMO to discuss the decline in Clinical Services.

Schedule “V”

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

APPENDIX “K”

AHSC Specialties

- 00 General Practice
- 01 Anesthesiology
- 03 General Surgery
- 04 Neurosurgery
- 06 Orthopedic Surgery
- 07 Geriatrics
- 08 Plastic Surgery
- 09 Thoracic & Cardiovascular Surgery
- 12 Emergency Medicine
- 13 Internal Medicine
- 18 Neurology
- 19 Psychiatry
- 20 Obstetrics and Gynecology
- 23 Ophthalmology
- 24 Otolaryngology
- 26 Pediatrics
- 31 Physical Medicine and Rehabilitation
- 35 Urology
- 41 Gastroenterology
- 43 Respiratory Disease
- 48 Rheumatology
- 60 Cardiology
- 61 Haematology
- 96 Nephrology
- 98 Infectious Diseases
- 99 Endocrinology

Schedule “VI”

Attached to and forming part of the Agreement among the Ministry, SEAMO and the OMA made as of the 1st day of April, 2006.

APPENDIX “L”

Flow Through Percentages

Group #	Group Name	2007/08 Flow-through
BEAQ	Queen’s Family Medicine FHN at Hotel Dieu Hospital	16.4%
H826	SEAMO Pathology Med APP	4.8%
H827	SEAMO Obstetrics APP	15.1%
H828	SEAMO Anesthesiology APP	13.5%
H829	SEAMO Physical Med APP	19.2%
H830	SEAMO MED - Geninternal APP	17.9%
H831	SEAMO MED - Geriatrics APP	16.8%
H832	SEAMO MED - Haem Onc APP	10.1%
H833	SEAMO MED - Respirology APP	10.7%
H834	SEAMO MED - Rheumatology APP	14.6%
H835	SEAMO Paediatrics APP	19.6%
H836	SEAMO Urology APP	10.0%
H837	SEAMO Psychiatry APP	9.0%
H838	SEAMO MED - Nephrology APP	5.0%
H839	SEAMO MED - Neurology APP	17.9%
H840	SEAMO MED - Palliative APP	14.8%
H841	SEAMO MED - Cardiology APP	9.1%
H842	SEAMO MED - Endocrinology APP	8.0%
H843	SEAMO MED - Gastroenterology	8.4%
H844	SEAMO SURG - Plastics APP	9.3%
H845	SEAMO Otolaryngology APP	10.5%
H846	SEAMO Emergency Med APP	14.6%
H847	SEAMO Ophthalmology APP	5.9%
H848	SEAMO Critical Care APP	11.7%
H849	SEAMO SURG - Cardiothor APP	4.9%
H850	SEAMO SURG - General APP	10.9%
H851	SEAMO SURG - Orthopaed APP	10.2%
H852	SEAMO MED - Inf. Disease APP	7.7%
H853	SEAMO SURG - Neurosurgery APP	5.5%
H854	SEAMO SURG - Vascular APP	6.7%
H855	SEAMO Independents APP-SOLO	*

* Group H855 has physicians with different specialties. As a result, the flow-through percentages are applied to the physician and not to the group.