

## **AMENDING AGREEMENT**

### **Local Health Integration Network Services Agreement**

**SERVICES AGREEMENT  
AMENDING AGREEMENT**

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**THIS AMENDING AGREEMENT** is made as of the 1<sup>st</sup> day of April, 2018

**B E T W E E N**

**NORTH EAST LOCAL HEALTH INTEGRATION NETWORK**

(hereafter the "LHIN")

– and –

**MANITOULIN HEALTH CENTRE**

(hereafter the "Service Provider")

**WHEREAS:**

1. The North East Community Care Access Centre / Centre d'accès aux soins communautaires du Nord-Est (the "CCAC") and the Service Provider entered into an agreement, dated as of April 01, 2013, as amended by amending agreements dated as of April 01, 2014, April 01, 2015 and April 01, 2016 and April 01, 2017 (the "Services Agreement") pursuant to which the Service Provider agreed to provide certain services to the CCAC in accordance with the terms and conditions of the Services Agreement.
2. Pursuant to the *Local Health System Integration Act, 2006*, the Minister of Health and Long-Term Care issued an order, dated April 03, 2017 and effective May 31, 2017, pursuant to which all assets, liabilities, rights and obligations, and all records relating thereto, of the CCAC were transferred to the LHIN (the "Transfer Order"), including the Services Agreement. In accordance with the Transfer Order, the LHIN has assumed all of the rights and obligations of the CCAC pursuant to the Services Agreement.
3. The LHIN and the Service Provider have agreed to amend the Services Agreement as set forth in this Amending Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the LHIN and the Service Provider agree as follows:

## **ARTICLE 1 - GENERAL**

### **1.1 Rights and Obligations Under the Services Agreement**

- (1) Except as explicitly amended by this Amending Agreement, all rights and obligations of the LHIN and the Service Provider remain unchanged under the Services Agreement. This Amending Agreement amends the Services Agreement in accordance with GC Section 14.4.
- (2) Any pricing amendments to the Services Agreement set out in this Amending Agreement shall take effect as of April 1, 2018.
- (3) All other amendments to the Services Agreement set out in this Amending Agreement, excluding any revision to prices, shall take effect on the date of this Amending Agreement as first written above.
- (4) For the purposes of this Amending Agreement, references in the Services Agreement to the "CCAC" shall refer to the "LHIN".

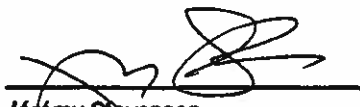
## **ARTICLE 2 - AMENDMENTS TO THE AGREEMENT**

### **2.1 Amendments to the Agreement**

- (1) The Special Conditions (Schedule 1) of the Services Agreement is amended by deleting Schedule 1 – Special Conditions in its entirety and replacing it with the revised Schedule 1 – Special Conditions attached to this Amending Agreement as Appendix A.
- (2) The Pricing and Compensation Schedule (Schedule 2) of the Services Agreement is amended by deleting Attachment 1 (Price Form) in its entirety and replacing it with the revised Price Form attached to this Amending Agreement as Appendix B.

**IN WITNESS WHEREOF** the LHIN and the Service Provider have caused this Amending Agreement to be duly executed by their duly authorized representatives as of the date first written above.

**NORTH EAST LOCAL HEALTH INTEGRATION NETWORK**

By:   
Name: Jérémy Stevenson  
Title: Chief Executive Officer  
Date: Apr 6/18

By:   
Name: Kate Fyfe  
Title: Vice President, Performance and Accountability  
Date: March 29, 2018

**MANITOULIN HEALTH CENTRE**

By:   
Name: Derek Graham  
Title: President and Chief Executive Officer  
Date: 26/03/2018

## **APPENDIX A**

### **Schedule 1**

#### **Special Conditions of the Agreement**

**SPECIAL CONDITIONS OF THE AGREEMENT  
SCHEDULE 1 TO THE GENERAL CONDITIONS**

<b>Section Reference</b>	<b>Special Conditions</b>
<b>GENERAL CONDITIONS</b>	
GC Section 1.1	For the purpose of GC Section 1.2.4, "Legal Holiday" means all holidays prescribed by the Applicable Law in the Province of Ontario.
GC Section 1.3(2)(c) and (d)	The following Services Schedules and Performance Standards Schedules are applicable to this Agreement:  Schedule 3 –Physiotherapy Services Schedule  Schedule 4 – Physiotherapy Services Performance Standards Schedule
GC Section 2.2(1)	The Starting Date is April 1, 2013  The time of commencement of Services is 12:00:00 midnight.
GC Section 2.4	Unless terminated earlier pursuant to GC Section 12, this Agreement shall end at 11:59 pm, March 31, 2019.  Notwithstanding Section 12.1.1 of the General Conditions, the CCAC or the Service Provider may terminate the Agreement for any reason with a minimum of 60 days' notice by giving the other party a notice of termination in writing.
GC Section 2.5(1)	The Price Review Date is: Not Applicable
GC Section 2.6.3	There is no Start-Up Transition Period.
GC Section 3.1.3(1)	The Service Area is: The LHIN sub region Sudbury-Manitoulin-Parry Sound
GC Section 3.1.4(1)	Not Applicable
GC Section 3.1.4(1)(c)	Not Applicable
GC Section 3.1.5(2)(b)	An assessor who provides an independent Third Party assessment of the withdrawal of Services shall be compensated by the CCAC

Section Reference	Special Conditions
GC Section 3.3(1)	<p><b>1. Service Provider Personnel</b></p> <p>Each Service Provider Personnel that delivers Physiotherapy Services to Patients under this Agreement shall possess the following qualifications:</p> <ul style="list-style-type: none"> <li>a) duly qualified and registered to practice physiotherapy in Ontario;</li> <li>b) holds a certificate or registration for physiotherapy from, and is in good standing with, the college of Physiotherapists of Ontario and</li> <li>c) is in compliance with all Applicable Law relating to the practice of physiotherapy in Ontario.</li> </ul> <p>Each Service Provider Personnel that delivers Physiotherapy Assistant Services to Patients under this Agreement shall possess the following qualifications:</p> <ul style="list-style-type: none"> <li>a) A Physiotherapist Assistant (PTA) has completed a formal education program at a recognized college, and works under the supervision of a registered/licensed Physiotherapist (PT).</li> <li>b) Rehabilitation Assistants that have not completed a formal education program may be utilized with written approval from the CCAC according to their level of training, experience, and type of services required by the Patient. A minimum of 5 years of experience is preferred.</li> <li>c) All Rehabilitation Assistants must work in collaboration with and under the direction and supervision of registered/licensed Service Provider Personnel.</li> </ul> <p><b>2. Advanced Service Provider Personnel Skills</b></p> <p>Each Service Provider Personnel that completes Assistive Devices Program (ADP) applications for Patients shall be an ADP Registered Authorizer approved by the Ministry of Health and Long-Term Care.</p>
GC Section 3.4.1(3)	The CCAC does not intend to make any exceptions to GC Section 3.4.1(2)
GC Section 3.11(b)	Not Applicable
GC Section 3.12(1)	The Service Provider shall maintain or exceed the Accreditation Status it has as of the Effective Date during the Agreement Term.

Section Reference	Special Conditions
GC Section 3.14	The Service Provider acknowledges that as of the Effective Date, it does not have any Elect-to-Work Employees and that it is not entitled to any compensation from the CCAC in respect of the Elect-to-Work Public Holiday Obligations.
GC Section 5.5	Audited annual financial statements are not required for Community Partners such as Hospitals, Health Centres, Family Health Teams, or Long-Term Care Homes
GC Section 10.1(2)	April 01, 2013
GC Section 14.1(1)	<p>The Parties' addresses for Notice are:</p> <p>(a) If to the CCAC, to</p> <p style="padding-left: 40px;"><b>Attention: Lisa Romanko</b>  North East Local Health Integration Network  40 Elm Street, Suite 41-C  Sudbury, ON P3C 1S8  Telephone: 705-522-3460 ext. 4578  Fax: 705-522-4804  email: lisa.romanko@lhins.on.ca</p> <p>(b) If to the Service Provider, to</p> <p style="padding-left: 40px;"><b>Attention: Steve Blouin</b>  Manitoulin Health Centre  11 Meredith,  Little Current, ON P0P 1K0  Telephone: 705-368-2322 ext: 2418  Fax: 705-368-3566  email: sgblouin@mhc.on.ca</p>



Section Reference	Special Conditions
<b>PRICING AND COMPENSATION SCHEDULE</b>	
Pricing and Compensation Schedule Section 1.1(1)(f) – CCAC Rate	<p><b>Travel Surcharge (includes mileage and travel time):</b></p> <ol style="list-style-type: none"> <li>1) The minimum travel distance eligible is 30 km one way;</li> <li>2) A minimum of three Clients per day must be visited in each service area that is eligible for travel expenses;</li> <li>3) Payable travel distance is calculated to and from the Service Provider's office location to the first Client's service delivery location; and travel between Clients who are more than 30 km apart.</li> <li>4) A maximum travel allowance allowed is \$120 per Client per day;</li> <li>5) If a circumstance exists where less than three Clients will be serviced; or travel charges exceed maximum allowance, approval must be obtained from the local CCAC Client Services Manager.</li> </ol>
Pricing and Compensation Schedule Section 1.1(1)(s) – Multiple Patient Rate – Fixed Period	Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(t) – Multiple Patient Rate - Hourly	Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(dd) – Special Rate – Fixed Period	Not Applicable
Pricing and Compensation Schedule Section 1.1(1)(ee) – Special Rate – Hourly	For pre-approved NE CCAC meetings.
Pricing and Compensation Schedule Section 1.1(1)(gg) – Special Rate – (Miscellaneous)	Not Applicable
Pricing and Compensation Schedule Section 2.1(3) – Billing Cycle and Submitting Requests for Payment	Service Providers may not deliver a Request for Payment by hand.

Section Reference	Special Conditions
<b>SERVICES SCHEDULES</b>	
<b>Physiotherapy Services</b>	
Physiotherapy Services Schedule Section 2.2(1) – Service Requests	The Service Provider shall receive Service Requests at the following times:  Monday to Sunday 08:00 hours to 20:00 hours.
Physiotherapy Services Schedule Section 2.3.1(2) – Referrals	The Service Provider shall notify the CCAC if a Referral is accepted or refused no later than 24 hours after the Service Provider's receipt of the Referral on Monday to Thursday. For referrals received on Friday to Sunday the Service Provider shall notify the CCAC if a Referral is accepted or refused no later than 12:00 noon on the following Monday.  If a referral is sent on a holiday, the Service Provider shall notify the CCAC if a Referral is accepted or refused no later than 12:00 noon on the following business day.
Physiotherapy Services Schedule Section 3.2.1 – Assignment of Service Provider Personnel	The Service Provider is permitted to delegate to available CCAC staff PTAs to provide Physiotherapy Services to a Client if approved in advance by the CCAC Manager.
Physiotherapy Services Schedule Section 3.3.1(2) – Interventions	Not Applicable
Physiotherapy Services Schedule Section 3.3.4(2)(d) - Cooperation	Not Applicable
Physiotherapy Services Schedule Section 4.5(1) – Management of Equipment and Supplies	Not Applicable
Physiotherapy Services Schedule Section 5.4 – Change of Status Reports	The Service Provider shall submit a Change of Status Report as per the approved CCAC policies, procedure and form.

## **APPENDIX B**

### **Attachment 1 to the Pricing and Compensation Schedule Price Form**

**PRICE FORM**

Physiotherapy Services					
Sudbury-Manitoulin-Parry Sound	VOLUME A	VOLUME 1	VOLUME 2	VOLUME 3	VOLUME B
<b>REGULAR PRICES</b>					
<b>April 01, 2018 to March 31, 2019</b>					
VOLUME RANGE	Not Applicable For Volume Fluctuation Purposes	Not Applicable	Not Applicable	Not Applicable	Not Applicable For Volume Fluctuation Purposes
Fixed Period Visit			\$ 121.80 Price per Fixed Period Visit		
<b>SPECIAL RATES</b>					
Special Rate – Hourly For pre-approved NE CCAC meetings.			\$60.00 Price per Hour		
CCAC Rate – Travel Surcharge Travel to all areas except Little Current			\$ 1.00 Price per Kilometre		

**CONFIDENTIAL – NOT FOR DISTRIBUTION**