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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 7, 2014
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT	MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT (M-SAA) BETWEEN THE CORPORATION OF THE CITY OF LONDON AND THE SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (LHIN)

RECOMMENDATION

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, with the concurrence of the City Manager, the attached proposed By-Law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of April 7, 2014:

- (a) **TO APPROVE** the Multi-Sector Accountability Agreement (M-SAA) between the Corporation of the City of London and the South West Local Health Integration Network (SW-LHIN) to provide funding for the 2014-2017 fiscal periods for the delivery of the Dearness Adult Day Program; and
- (b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement in (a) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Community and Protective Services Committee: January 6, 2014, "2014-2017 Community Accountability Planning Submission (CAPS) for the Dearness Home Adult Day Program
- Community and Protective Services Committee: November 11, 2013, "2014-2017 Community Accountability Planning Submission (CAPS) for the Dearness Home Adult Day Program"

BACKGROUND

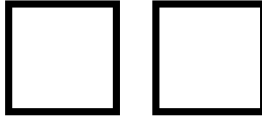
The current three year Multi-Sector Service Accountability Agreement (M-SAA) between the City of London and the SW – LHIN will expire on March 31, 2014. The M-SAA is required under the Local Health System Integration Act, 2006 and acts as a tool to bring all various contractual agreements between health service providers and the LHIN's into one document.

Prior to the renewal of the M-SAA agreement the Health Service Provider (HSP) is required to submit a Community Accountability Planning Submission to the SW-LHIN. At its meeting on January 6, 2014 Civic Administration brought forward a revised CAPS report to Community and Protective Services Committee for approval by Council. The CAPS submission included a municipal contribution in order to balance the budget due to changes in user fees and LHIN funding effective April 1, 2014.

The 2014-2017 M-SAA attached as Schedule 1 sets out the terms on which the LHIN will provide funding to the City and the performance obligations of the City in return for the funding. Schedules E1 and E2 of the M-SAA agreement outline the City's performance targets as follows:

- Maintain a balanced budget
- Maintain a proportion of budget spent on administration at 14.9%
- Provide 7,500 units of service to 90 individual clients
- Support hospitals in reducing ALC days

Consistent with other service agreements in the Health Care Sector the 2014-2017 M-SAA includes a new requirement under Article 10.3(b) for "a Performance Agreement with its CEO



that ties the CEO’s compensation plan to the CEO’s performance.” The CEO is defined in the Agreement as “the individual accountable to the Board for the provision of the Services in accordance with the terms of the Agreement” and the Performance Agreement means “an agreement between the Health Service Provider and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of the Agreement.” For the purposes of this Agreement the CEO has been defined as the City Manager.

In respect to Clause 11.4 Insurance, of the M-SAA agreement, we were informed by Risk Management that a portion of the wording is not normal accepted language in the insurance industry. Through discussions with the South West LHIN we determined they were unwilling to make changes to the language contained in the attached agreement. Risk Management has indicated that the risk of proceeding with the language in the attached agreement is low.

Council is further advised that the M-SAA agreement contains the following provision which requires the City (HSP) to indemnify the LHIN and the Province.

***11.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively the “Claims”), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP’s Personnel and Volunteers, in the course of the performance of the HSP’s obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.*

The Managing Director, Housing, Social Services and Dearness Home, or her designate will administer the agreement on behalf of the City to ensure compliance with the agreement and attached schedules.

In recognition of the limited time between the final release of the approved M-SAA template and the expiry date of March 31, 2014 for the existing M-SAA agreement, the LHIN requested a “Statement of Intent to Sign the 2014-17 M-SAA” subject to council approval, for all providers not able to meet the April 1 deadline due to the scheduling of council meetings. The City of London did submit a “statement of intent to sign” and the LHIN has been informed that the M-SAA agreement will be presented to council for approval at the meeting of April 15, 2014.

SUBMITTED BY:	
Janice Brown Financial Business Administrator	
RECOMMENDED BY:	CONCURRED BY:
Sandra Datars Bere Managing Director Housing, Social Services and Dearness Home	Art Zuidema City Manager

cc: A.L. Barbon, Senior Financial Business Administrator
 C. Sheppard, Administrator, Dearness Home
 J. Jackson, Risk Management
 L. Marshall, Solicitor