

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 30, 2016
FROM:	ANGIE HEINZ ADMINISTRATOR, DEARNESS HOME
SUBJECT:	2016-2019 SERVICE ACCOUNTABILITY AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF LONDON (DEARNESS HOME) AND THE SOUTH WEST LOCAL HEALTH INTEGRATION NETWORK (LHIN)

RECOMMENDATION

That, on the recommendation of the Administrator, Dearness Home with the concurrence of the Managing Director, Housing Social Services and Dearness Home, the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council Meeting of April 5, 2016 to:

- (a) **APPROVE** the Long Term Care Home Service Accountability Agreement for the period April 1, 2016 to March 31, 2019 with the South West Local Health Integration Network (LHIN); and
- (b) **AUTHORIZE** the Mayor and Clerk to execute the agreement approved in (a) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- 2016-2019 Long Term Care Home Accountability Planning Submission (LAPS) (January 27, 2016)
- Service Accountability Agreement between the Corporation of the City of London and the South West Local Health Integration Network (LHIN) (March 18, 2013)
- 2013-2016 Long Term Care Home Accountability Planning Submission (LAPS) (December 3, 2012)

BACKGROUND

It is a requirement of the *Local Health System Integration Act, 2006* that a LHIN have a service accountability agreement (SAA) in place with each Health Service Provider that it funds. The SAA for the long term care sector is called the Long-Term Care Home Service Accountability Agreement (L-SAA). In March of 2013 council approved a three year L-SAA agreement with the LHIN. This agreement is set to expire on March 31, 2016.

In order to facilitate the negotiation of a new L-SAA with Health Service Providers (HSP) each provider is required to submit a planning document known as the Long Term Care Home Accountability Planning Submission (LAPS). The planning document was brought forward in a report to the Community and Protective Services Committee on February 17, 2016. Information taken from the approved planning document is incorporated into Schedule A of the L-SAA agreement.

The 2016-2019 L-SAA attached as Schedule 1 sets out the terms under which the LHIN will provide the funding to the City and the reporting, performance, planning and health system integration obligations of the City in return for the funding. Schedule D of the agreement outlines the performance requirements. For the 2016-2017 year there are no performance indicators. The explanatory indicators, which will not trigger consequences under the Agreement, support the collection of broader performance data and will be collected by the LHIN from various data sources. Updates of the performance indicators for the 2017-18 and 2018-19 years will occur through a “schedule refresh” process.

Contained in the agreement is a requirement under Article 10.3 (b) for a “Performance Agreement” between the City and the CEO. The CEO is defined in the agreement “as the individual accountable to the Board for the provision of services in accordance with the terms of the agreement.” The Civic Administration By-law A-44 provides for “the role and responsibility of the officers and employees of the Corporation under the *Municipal Act*,

2001...and such other duties required under any other Act.” By virtue of this provision and the definition of an “appointed officer” under the Civic Administration By-law, the Managing Director, Housing, Social Services and Dearness Home has implicit responsibility for ensuring the requirements under the *Long Term Care Homes Act, 2007* and *Local Health Systems Integration Act, 2006*.

Council is advised that the L-SAA agreement contains the following provision which requires the City (HSP) to indemnify the LHIN and 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, lawsuit 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 approved L-SAA template was released by the LHIN on February 9, 2016 with a request that the HSP return the Board approved, signed copy of the Agreement by February 29, 2016. If the HSP was unable to meet this deadline, there was a requirement to provide the LHIN with a statement of intent. The City did submit a “statement of intent to sign” and the LHIN has been informed that the L-SAA agreement will be presented to Council for approval at the meeting of April 5, 2016.

The 2016-19 L-SAA was presented at the Dearness Home Committee of Management meeting of March 23, 2016.

PREPARED BY:	
JANICE BROWN FINANCIAL BUSINESS ADMINISTRATOR	
RECOMMENDED BY:	CONCURRED BY:
ANGIE HEINZ ADMINISTRATOR, DEARNESS HOME	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES and DEARNESS HOME

- cc: A. Zuidema, City Manager
 K. Murray, Senior Financial Business Administrator
 L. Marshall, Solicitor
 J. Wills, Manager, Risk Management
 T. Mulcahy, Director of Operations, Extendicare Assist
 B. Hull, Regional Director, Extendicare Assist

APPENDIX A

Bill No.
2016

By-law No.

A By-law to approve the Long-Term Care Home Service Accountability Agreement with the South West LHIN, and to authorize the Mayor and the City Clerk to execute the agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Minister of Health and Long-Term Care may provide funding to a local health integration network (LHIN) under the *Local Health System Integration Act, 2006 (LHSI Act)*;

AND WHEREAS, pursuant to the *LHSI Act* a local health integration network is an agent of the Crown and may exercise its powers as an agent of the Crown;

AND WHEREAS, pursuant to subsection 19(1) of the *LHSI Act*, a local health integration network may provide funding to a health service provider, defined to include a municipality that maintains a long-term care home under Part VIII of the *Long-Term Care Homes Act, 2007*, in respect of services that the service provider provides in or for the geographic area of the network;

AND WHEREAS, pursuant to subsection 19(2) of the *LHSI Act*, the funding that a LHIN provides under subsection 19(1) shall be on the terms and conditions that the network considers appropriate and in accordance with the funding that the network receives from the Minister of Health and Long-Term Care, the network's accountability agreement and any prescribed requirements;

AND WHEREAS section 20 of the *LHSI Act* provides that a LHIN and a health service provider that receives funding from the LHIN shall enter into a service accountability agreement, as defined in Part III of the *Commitment to the Future of Medicare Act, 2004*;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Long-Term Care Home Service Accountability Agreement for the period April 1, 2016 to March 31, 2019 to be entered into with the South West Local Health Integration Network with respect to the Dearness Home attached as Schedule A to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council _____, 2016.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -