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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MARCH 18, 2013
FROM:	TIM DOBBIE TIM L. DOBBIE CONSULTING LTD.
SUBJECT:	2013-2016 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 Tim Dobbie – Tim L. Dobbie Consulting Ltd., with the concurrence of the City Manager, the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council Meeting of March 26, 2013:

- (a) **TO APPROVE** the Long-Term Care Home Service Accountability Agreement for the period April 1, 2013 to March 31, 2016 with the South West Local Health Integration Network (LHIN);
- (b) **TO AUTHORIZE** the Mayor and City Clerk to execute the agreement approved in (a) above; and
- (c) **TO DELEGATE** to the City Manager or written designate, the authority to approve and execute documents required by the LHIN under this agreement and to make declarations of compliance with the term of agreements with the LHIN.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- 2013-2016 Long-Term Care Home Accountability Planning Submission (December 3, 2012)
- Service Accountability Agreement between the Corporation of the City of London and the South West Local Health Integration Network (June 28, 2010)

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 June of 2010 council approved a three year L-SAA agreement with the LHIN. This agreement is set to expire on March 31, 2013.

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 Committee Report to Community and Protective Services on December 3, 2012. Information taken from the approved planning document is incorporated into Schedule A of the L-SAA.

The 2013-2016 L-SAA attached as Schedule A 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. Schedule D of the agreement outlines the performance indicators as follows:

- Maintain a standard for long stay occupancy of $\geq 98\%$ (98.3% in 2012)
- Ensure Home remains in compliance
- Support hospitals in reducing Alternative Levels of Care (ALC) days
- Participate in the SW LHIN Wound Care Program



- Participate in the Behavioural Supports Ontario (BSO) program

Contained in this agreement is a new 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 council for the provision of the Services in accordance with the agreement.” The Performance Agreement is defined as “an agreement between the Health Service Provider (HSP) and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of the agreement.” In By-law A-6584-257 and A-6584(a) 223 council delegated authority to the City Manager certain duties under the *Long-Term Care Homes Act, 2007*. For the purposes of this agreement the definition of CEO has been amended to clarify that the “CEO is defined as the City Manager”.

Also new to the L-SAA in 2013-2016 is a requirement that council authorize by resolution an individual to issue a Declaration of Compliance declaring that the HSP has complied with and fulfilled its obligations under the terms of the Agreement. Further, the HSP confirms that:

- (i) *it has complied with the provisions of the Local Health System Integration Act, 2006 and with any compensation restraint legislation which applies to the HSP; and*
- (ii) *every report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.*

The form of the declaration is set out in Schedule E of the agreement and is required on or before March 1 of each funding year. Council will note that section 3(b) of the By-law attached as (Appendix A) seeks authorization from council to delegate to the City Manager or written designate the authority to “make declarations of compliance with the terms of agreements with LHIN, as required.”

Council is advised that the L-SAA agreement contains the following provision which requires the City (HSP or “Health Service Provider”) to indemnify the LHIN and the Province.

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 “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 in the course of the performance of the HSP’s obligations under, or otherwise in connection with, this Agreement unless solely caused by the negligence or wilful misconduct of any Indemnified Parties. The HSP further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation the LHIN, claimed or resulting from such Claims.

Council is further advised that when the HSP subcontracts the provision of some or all of the services the HSP is responsible for the actions and services provided by the subcontractor. Additionally, the HSP must structure the agreement with the subcontractor in a manner that allows the HSP to meet its obligations:

The HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of the Agreement.

Acknowledgements:

This report was prepared by Robert Drage, Business Manager- Dearness Home.

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RECOMMENDED BY:	CONCURRED BY:
TIM DOBBIE TIM L. DOBBIE CONSULTING LTD.	ART ZUIDEMA CITY MANAGER

cc. A.L. Barbon, Manager Financial & Business Services
Lynn Marshall, Solicitor
Joy Jackson, Manager Risk Management
R. Stewart, Administrator Dearness Home